



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 21, 2015, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 - Conference with Real Property
Negotiators/Property: APN: 262-150-001. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Rafael Aguilo. Under Negotiation: Terms and Price.
- 2 - Government Code Section 54956.8 - Conference with Real Property
Negotiators/Property: APN: 243-210-065. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Benny and Jean Webb. Under Negotiation: Terms and Price.
- 3 - Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: APNs: 253-192-006, 253-192-007 and 253-192-008. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Sierra View Medical Center. Under Negotiation: Terms and Price.
- 4 - Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: APN: 261-140-024. Agency Negotiators: John Lollis. Negotiating Parties: City of Porterville and Verizon Wireless. Under Negotiation: Terms and Price.
- 5 - Government Code Section 54957.6 - Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association, Porterville Safety Support Unit, Management and Confidential Series, Fire Officers Series, Porterville City Firefighters Association, Porterville Peace Officers Association, and all Unrepresented Employees.
- 6 - Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: J. Duran v. City of Porterville et al., U.S. District Court, Eastern District, Case No. 12:-CV-01239-LJO-BAM.
- 7 - Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: A. Duran v. City of Porterville et al., U.S. District Court, Eastern District, Case No. 1:13-CV-00370-AWI-BAM.
- 8 - Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: J. Acevedo v. City of Porterville et al., Tulare County Superior Court Case No. 254083.

9 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Jimmy Lee Shaw v. City of Porterville, Tulare County Superior Court Case No. PCV 260019.

10 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four Cases 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 Vice Mayor Hamilton

Invocation

PROCLAMATIONS

Iris Festival Day - April 25, 2015

PRESENTATIONS

Certificate of Recognition - Sgt. Richard Standridge
Outstanding Business

AB 1234 REPORTS

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

1.Tulare County Association of Governments (TCAG) "One Voice Trip" - April 13-16, 2015

2.CalAct 2015 Spring Conference - April 14-16, 2015

REPORTS

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

I. City Commission and Committee Meetings

1.Parks & Leisure Services Commission

2.Library & Literacy Commission - April 14, 2015

3.Arts Commission

4.Animal Control Commission

5.Youth Commission - April 13, 2015

6.Transactions and Use Tax Oversight Committee (TUTOC)

II. Staff Informational Reports

1. Water Conservation Phase II, Water System Status

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of September 2, 2014**
2. **Ratification of Emergency Expenditure - Repair of Well 1A**
Re: Considering ratification of the emergency repair of City Well 1A, and approval of the initiation of a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$21,416.
3. **Authorization for Emergency Transit Engine Repair**
Re: Considering approval of the transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$14,999, and payment of said repair upon satisfactory completion.
4. **Award of Contract - Sewer Annexation Area 455A Project - Additional Work on Westfield Avenue**
Re: Considering awarding the Additional Sewer Annexation Area 455A: Additional Work on Westfield Avenue Project to 99 Pipeline, in the amount of \$75,157.00; and authorizing the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02-100714.
5. **Bid Results for Well No. 32 Project (Phase 2 - Pumping Plant)**
Re: Considering awarding contract in the amount of \$861,280.00 to Steve Dovali Construction for the project consisting of the installation of a 125 HP pump, electrical system, above ground discharge piping and other items of work on the north side of Tea Pot Dome Avenue, east of the Porterville Fairgrounds.
6. **Authorization to Apply for Section 5311 Program Funding**
Re: Considering approval of a resolution authorizing staff to act on behalf of the City to apply for FTA Section 5311 financial assistance.

7. **Authorize Letter of Intent for Use of Low Carbon Transit Operations Funds**
Re: Considering approval of a draft Resolution authorizing staff to act on behalf of the City to apply for LCTOP financial assistance; and authorizing the execution of all necessary documents, including a Letter of Intent to release City funding to the City of Visalia in return for Visalia LTF funds.
8. **Authorization to Amend the Biological Odor Control System Project Service Agreement**
Re: Considering authorization to amend the service agreement with BioAir Solutions by \$28,493 for the Engineering and Design Services of the Biological Odor Control System for a total cost of \$78,493.
9. **Intent to Set Public Hearing for the Annual Adjustment of Fees by Application of the ENR Cost Index**
Re: Considering approval to set a Public Hearing for June 2, 2015, for consideration of implementing the City of Porterville's Impact Fee ENR Cost Index auto escalator, and authorization to notify the development community.
10. **Renewal of Airport Lease Agreement - Lot 37**
Re: Considering approval of Lease Agreement between the City of Porterville and Mr. Chris Freeman and Mrs. Connie Hulsey for Lot 37 at the Porterville Municipal Airport.
11. **Authorization to Refinance Section 108 Government Guaranteed Participation Certificates Series HUD 2004-A**
Re: Considering approval of a resolution authorizing the refinancing of the Section 108 HUD Series 2004-A.
12. **Authorization for the Establishment and Maintenance of Investment Accounts with Multi-Bank Securities, Inc. and Pershing LLC**
Re: Considering approval of a resolution authorizing the Finance Director to establish and maintain an account with Multi-Bank Securities, Inc. and Pershing, LLC.
13. **Approval for Community Civic Event - Greater Porterville Council of Senior Citizens and Rollin Relics - Rollin Relics Car Show - May 9, 2015**
Re: Considering approval of an event to take place on Saturday, May 9, 2015, from 7:00 a.m. to 3:00 p.m., at Veterans' Park.
14. **Approval for Community Civic Event - Comision Honorifica Mexicana-Americana, Inc. - Cinco De Mayo Parade and Fiesta - May 2 - 3 , 2015**
Re: Considering approval of events to take place on Saturday, May 2, 2015, along Main Street from 7:00 a.m. to 1:00 p.m., and Sunday, May 3, 2015, from 1:00 p.m. to 7:00 p.m. at Veterans' Park.
15. **Amendment to Employee Pay and Benefit Plan -- Porterville Peace Officers Association**
Re: Approving a resolution to accept Memorandum of Understanding between the City and PPOA concerning wages, benefits and working conditions.

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

PUBLIC HEARINGS

16. Zone Change from RM-3 (High Density Residential) to CG (General and Service Commercial) at 61 W. North Avenue

Re: Consideration of a draft ordinance approving a Zone Change from RM-3 (High Density Residential) to CG (General and Service Commercial) for a 0.34± acre parcel (APN 252-155-004) located at 61 W. North Avenue.

SCHEDULED MATTERS

17. Consideration of Requiring a Street Maintenance Assessment be Included in the Approval of New Residential Subdivisions

Re: Consideration of amending the City's Development Ordinance to require a street maintenance assessment be included in the approval of new residential subdivisions.

18. Consideration of Setting Aside and Rescinding the February 7, 2012, City Council's Decisions for the Riverwalk Marketplace Phase II Project

Re: Consideration of a resolution to set aside and rescind without prejudice Council's decisions on February 7, 2012, for the Riverwalk Marketplace Phase II Project.

19. Governor's Executive Order for Statewide Mandatory Water Reductions, and the Provision of Water to East Porterville Residents

Re: Consideration of the County's request to purchase potable water for at least 12 months.

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 May 5, 2015

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, 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 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Water Conservation Phase II, Water System Status

SOURCE: Public Works

COMMENT Phase II water conservation efforts began in March 2014. Actions were prompted by the Governor on January 17, 2014, proclaiming a State of Emergency and asking all Californians to reduce water consumption by 20% and referring residents and water agencies to the Save Our Water campaign. Staff has responded by early implementation of our media campaign with newspaper, radio messages and website information.

An emergency regulation to increase conservation practices for all Californians became effective July 29, 2014. The new conservation regulation targets outdoor urban water use. This regulation establishes the minimum level of activity that residents, businesses and water suppliers must meet as the drought deepens and will be in effect through April 25, 2015, unless extended or repealed. Continued action was, however, needed to ensure urban water suppliers and all Californians are taking sufficient actions to conserve water and preserve the State's water supply.

On March 17, 2015, the State Water Resources Control Board (State Water Board or Board) adopted an expanded emergency conservation regulation to safeguard the state's remaining water supplies as California enters a fourth consecutive dry year. The enhanced emergency conservation regulation targets both individual water use, by identifying the practices from which every Californian should abstain during this drought emergency, as well as the steps that local water suppliers should be taking to reduce water demand in their service areas. The regulation went into effect immediately upon approval by the Office of Administrative Law (OAL) and filing with the Secretary of State. The effective date of the expanded emergency conservation regulation was March 27, 2015.

The 2015 emergency conservation regulation prohibits:

- Using potable water to wash sidewalks and driveways;
- Allowing runoff when irrigating with potable water;
- Using hoses with no shutoff nozzles to wash cars;
- Using potable water in decorative water features that do not recirculate the water;
- Irrigating outdoors during and within 48 hours following measurable rainfall.

The prohibitions above apply to businesses and residents. In addition, the 2015 emergency regulation also focuses on the restaurant and hospitality sector:

- Restaurants are prohibited from serving water to their customers unless the customer requests it; and

- Hotels and motels must offer their guests the option to not have their linens and towels laundered daily, and prominently display this option in each guest room.

There are requirements for both large urban water suppliers, serving more than 3,000 customers, as well as small water suppliers serving fewer than 3,000 customers.

Large urban water suppliers (serving >3000 connections) must:

- Impose restrictions on outdoor irrigation;
- Notify customers about leaks that are within the customer's control;
- Report on water use monthly; and
- Report on compliance and enforcement.

Regulations limit the number of days per week that outdoor irrigation is allowed. Urban water suppliers with water shortage contingency plans can rely on limitations in their plans if they exist. Plans with no limitations must restrict outdoor watering to two-days-per-week. Water shortage contingency plans can be amended to impose day-per-week restrictions in lieu of implementing the two-day-per-week plan.

The regulations rely on the days-per-week limitations contained in local water shortage contingency plans. If these plans do not contain limitations, then a two-day-per-week restriction must be implemented. Smaller water suppliers that are not required to have water shortage contingency plans have the option of implementing the two-day-per-week restriction or comparable conservation measures designed to achieve a 20 percent reduction in water use. Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator.

The City of Porterville will be responding to enforcement by issuing a courtesy reminder for all unwitnessed occurrences and staff will be processing all reported issues.

Witnessed violators will be processed by the following:

- 1st occurrence will be subject to a warning;
- 2nd occurrence within a 12-month period will result in a citation of a \$100 fine;
- 3rd occurrence within a 12-month period will result in a citation of a \$200 fine;
- 4th occurrence within a 12-month period will result in a citation of a \$500 fine.

The State Water Board can issue cease and desist orders against water agencies that don't impose mandatory outdoor irrigation restrictions upon their retail customers. Water suppliers that violate cease and desist orders are subject to civil liability of up to \$10,000 a day.

On April 1, 2015, the Governor issued an Executive Order that directed the State Water Board to implement mandatory water reductions in cities and towns across California to reduce potable urban water usage by 25 percent statewide. This amounts

to approximately 1.3 million acre-feet of water over the next nine months, or nearly as much water as is currently in Lake Oroville. The State Water Board is committed to expedited development of the requirements to implement the Governor's directive.

The State Water Board is expediting the development and adoption of emergency regulations to implement the new restrictions and prohibitions contained in the Governor's April 1, 2015, Executive Order as follows:

- Governor issues Drought Executive Order April 1, 2015
- Notice announcing release of draft regulatory framework and request for public comment April 7, 2015
- Notice announcing release of draft regulations for informal public comment April 17, 2015
- Emergency rulemaking formal notice April 28, 2015
- Board hearing and adoption May 5 or 6, 2015
- OAL approval May 15, 2015 (estimated)
- Required date of implementation will be June 1, 2015 (estimated)

The 25% conservation requirement is proposed to be met primarily through standards imposed on water suppliers. Private well owners that do not receive water service are, like all Californians, subject to the individual prohibitions contained in the existing emergency regulations and Executive Orders. The restrictions that apply to everyone include prior executive orders outlining the demand for water conservation and the proposed increased reduction rate to 25 percent. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by the Executive Order.

The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.

The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including, but not limited to, surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board

is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.

The Executive Order directs the State Water Board to consider the relative per capita water usage of each water suppliers' service area, and have those areas with high per capita use achieve proportionally greater reductions than those with low use. Reporting on residential per capita (R-GPCD) water use began in October 2014 for the September 2014 reporting period. Residential per capita water use is highest during the summer months when outdoor irrigation demand is high. Reported summertime water use is also generally more consistent because the weather varies less from year to year than during the winter. Accordingly, September 2014 R-GPCD serves as a reasonable basis for placement of urban water suppliers into four categories.

R-GPCD Range (Sept 2014)	Tier 1-4	# of Suppliers within Range	Conservation Standard
Under 55	1	18	10%
55-110	2	126	20%
110-165	3	132	25%
Over 165	4	135	35%

The proposed breakdown of water suppliers into R-GPCD groupings with corresponding conservation standards is intended to equitably and effectively achieve a 25% aggregate statewide reduction in potable urban water use. The surrounding areas of Porterville are listed in the following ranges.

Supplier	Percent Saved (Jun-14 – Feb-15, compared to 2013, Gallons	Conservation Standard	Sep- 2014 R-GPCD
City of Tulare	15%	25%	144.7
City of Porterville	9%	25%	164
City of Hanford	14%	35%	173.6
City of Visalia	11%	35%	176.6

The water system has been impacted from the lack of rain the last three years despite recent storms. Water production for the calendar year to date, March 2015, is a decrease of 3% on the 5-year average and a 6% decrease from 2013. As part of the emergency regulation, the City is required to report monthly water production data. The production for the month of March 2015 was 198 million gallons; residential consumption for the same month was 78.5 gallons per capita day (GPCD).

RECOMMENDATION:

ATTACHMENTS:

1. Drought Response Phase II Flyer
2. Monthly Production Status March 2015

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



Drought Response Phase II

At-a-Glance

- **Mandatory Odd/Even Watering Schedule**, based on address. Residents will be allowed three days a week to water lawns and landscapes. No watering allowed on Mondays.
- Watering is prohibited between the hours of **5:00 AM to 10:00 AM** and **5:00 PM to 10:00 PM**.
- Excessive water runoff is prohibited.
- The washing of sidewalks and driveways is prohibited.
- Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.
- The operation of ornamental water features is prohibited unless the fountain uses a recycling system.
- Non-compliance with Phase II water conservation regulations could result in citations up to **\$500**.

DROUGHT RESPONSE PHASE II

The City of Porterville has adopted a Phase II Drought Response Plan. As part of the Phase II plan, the City has restricted watering days to three days per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER	OK TO WATER
—	ODD	EVEN	ODD	EVEN	ODD	EVEN

Odd Address Even Address

ODD NUMBER ADDRESSES

If your address ends with an "odd" number, 1, 3, 5, 7, or 9, Your watering days are Tuesday, Thursday, and Saturday.

OR

EVEN NUMBER ADDRESSES

If your address ends with an "even" number, 0, 2, 4, 6, or 8, Your watering days are Wednesday, Friday, and Sunday.

Citation Level	Citation Amount
First Notice	Warning Only
First Citation	\$100 Fine
Second Citation	\$200 Fine
Third Citation	\$500 Fine

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

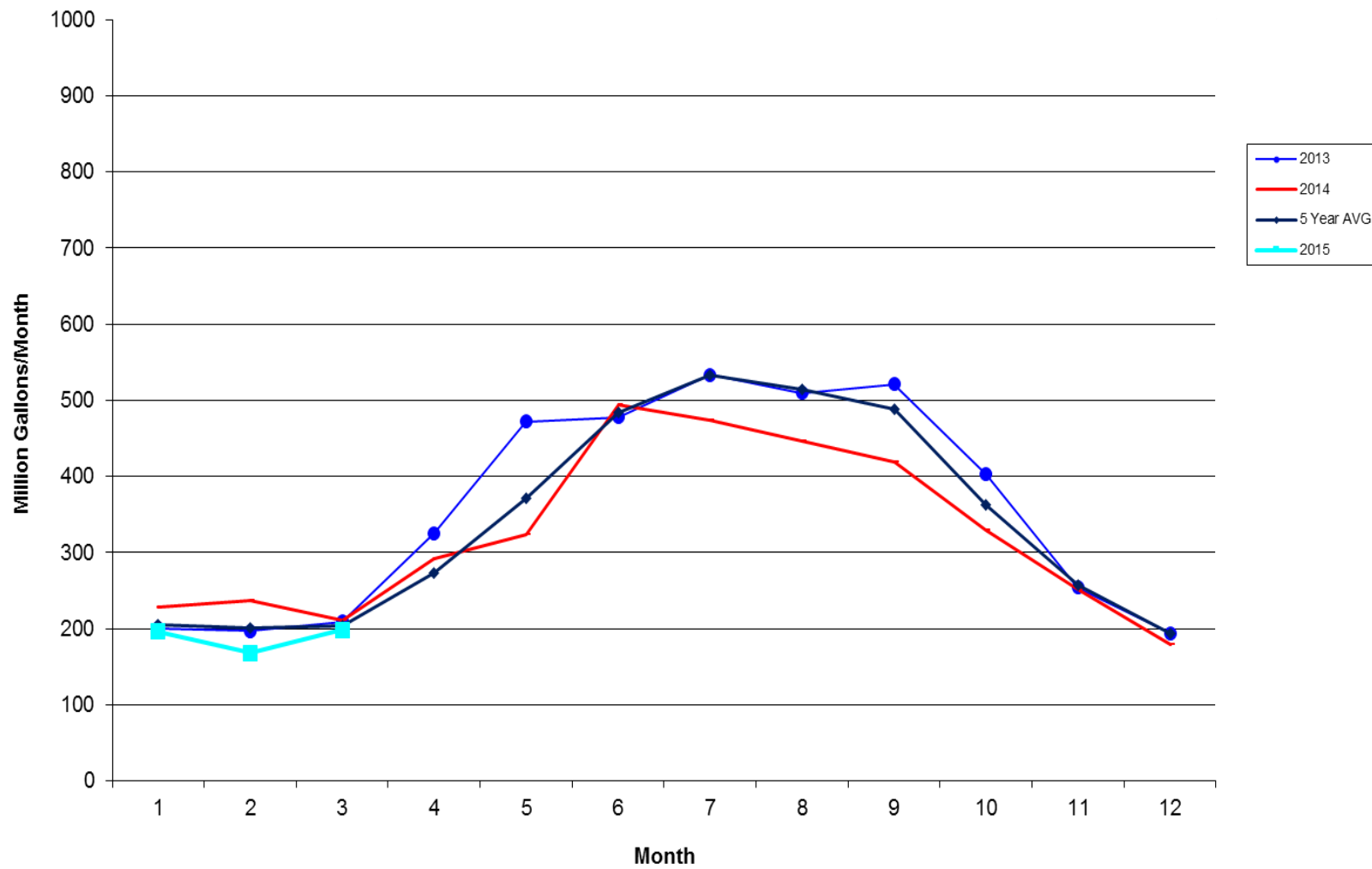
Vehicles shall only be washed on designated watering days and with hoses equipped with a shut-off nozzle

Ornamental water features are prohibited unless the fountain uses a recycling system

WATERING PROHIBITED BETWEEN THE HOURS OF 5:00 – 10:00 AM 5:00 – 10:00 PM

THERE IS NO WATERING ON MONDAYS.

Monthly Production Status
2014 Comparison to 2013 & 5 Year Average
2015 Production





CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: City Council Minutes of September 2, 2014

SOURCE: Administrative Services

COMMENT: Staff has prepared City Council Minutes for September 2, 2014, for the Council's review and consideration.

RECOMMENDATION: That the City Council approve the draft Minutes for September 2, 2014.

ATTACHMENTS: 1. Draft Minutes

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 2, 2014, 5:30 P.M.**

Called to Order at 5:32 p.m.

Roll Call: Council Member Reyes, Council Member Ward, Council Member Gurrola (arrived at 5:35pm), Vice Mayor Hamilton, Mayor Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN 261-020-010. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Lynda Mourton. Under Negotiation: Terms and Price.
- 2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN 259-050-025. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Corridor Group. Under Negotiation: Terms and Price.
- 3- Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kobot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.
- 4- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Donald Sipple, et al. v. City of Alameda, et al., Los Angeles County Superior Court Case No. BC462270.
- 5- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of El Centro, et al. v. David Lanier, et al., San Diego County Superior Court Case No. 37-2014-00003824-CU-WM-CTL.
- 6- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: California Healthy Communities Network v. City of Porterville, California Court of Appeal, Fifth District, Case No. F067685.
- 7- Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case.
- 8- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.

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

City Attorney Lew stated that no reportable action had taken place in Closed Session.

Pledge of Allegiance Led by Mayor Milt Stowe

Invocation – one individual participated.

PROCLAMATIONS

Claudia Brewer – 100th Birthday
Library Card Sign-Up Month – September 2014
Literacy Awareness Month – September 2014

PRESENTATIONS

Employee of the Month – Vikki Cervantes

AB 1234 REPORTS

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

1. Consolidated Waste Management Authority (CWMA) – August 21, 2014 (cancelled)
2. Tulare County Economic Development Corporation (TCEDC) – August 27, 2014
Council Member Reyes reported on: the appointment of a new Chair, Craig Vejvoda of Tulare; presentation of the Annual Report; and a presentation by the International Economic Development Council.
3. Porterville Community Healthcare Taskforce – August 27, 2014
Council Member Gurrola reported on recent drought efforts, including: the recent distribution of water by the County; collection of survey data; and school showers being made available to students.

REPORTS

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

- I. City Commission and Committee Meetings:
 1. Library & Literacy Commission – no report.
 2. Parks & Leisure Services Commission – no report.
 3. Arts Commission – no report.
 4. Youth Commission – no report.
 5. Transactions and Use Tax Oversight Committee (TUTOC) – Chairman Fletcher reported on the groundbreaking ceremony for the Public Safety Building on August 26th; and reported that the next TUTOC meeting would be on October 22, 2014.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, extended an invitation to the Festival of Hope event on September 27th at the Tulare Outlet Mall; and spoke of a legislative bill being drafted which would impose a surcharge for exported bottled water to fund water infrastructure and water disaster relief in California.
- Fred Beltran, updated the City Council on donations received and recent efforts pertaining to drought relief; and spoke of concerns raised in the staff report for Item 13.
- Krista Vingelis, Trinity Lutheran Church, spoke of the congregation's efforts to conserve water for the betterment of the community; and extended an invitation to the unveiling of new landscape design on September 14th.

- Ron Halsey, Porterville, spoke of recent electrical repairs made at the Golden Hills Mobile Home Park; thanked the City for its assistance; and requested the use of tankers for fire suppression in mobile home parks.

CONSENT CALENDAR

Item Nos. 3 and 5 were pulled for further discussion; and Item No. 2 was pulled by staff for consideration at a future meeting.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Ward, that the City Council approve Item Nos. 1, 4, and 6 through 8. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF AUGUST 19, 2014

Recommendation: That the City Council approve the Minutes of August 19, 2014.

Documentation: M.O. 01-090214

Disposition: Approved.

2. REQUEST FOR SPECIALIZED SERVICES WITH TESCO CONTROLS

Recommendation: That City Council approve the request for Specialized Service for the upgrade of the WWTF SCADA system with TESCO Controls, Incorporated, at a cost not to exceed \$194,295.

Disposition: Item removed by staff for future consideration.

4. AMENDMENT TO APPENDIX D OF THE URBAN WATER MANAGEMENT PLAN ADOPTED BY RESOLUTION NO. 59-2014"

Recommendation: That the City Council:

1. Approve the draft resolution amending appendix D of the Urban Water Management Plan which was adopted by Resolution 59-2014; and
2. Add Ornamental Water Feature Prohibition language to Phase II of the City's Water Conservation Plan, which is Appendix D of the Urban Water Management Plan.

Documentation: Resolution No. 62-14

Disposition: Approved.

6. APPROVAL FOR COMMUNITY CIVIC EVENT – CENTRAL CALIFORNIA CRISIS CENTER – ANNUAL CANDLELIGHT VIGIL FOR DOMESTIC VIOLENCE – OCTOBER 16, 2014

Recommendation: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Central California Family

Crisis Center, subject to the stated requirements contained in the Application, Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 02-090214
Disposition: Approved.

7. REQUEST FOR PROCLAMATION – DOMESTIC VIOLENCE AWARENESS MONTH – OCTOBER 2014

Recommendation: That the City Council consider approval of the request to proclaim October 2014, as Domestic Violence Awareness Month.

Documentation: M.O. 03-090214
Disposition: Approved.

8. REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 21, 2010

Recommendation: That the Council:

1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8630 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

Documentation: M.O. 04-090214
Disposition: Approved.

PUBLIC HEARINGS

9. VACATION OF EASEMENTS FOR WATER LINE AND STORM DRAINAGE, TEMPORARY EMERGENCY INGRESS AND EGRESS AND TEMPORARY STORAGE OF STORM WATER RELATED TO RIVERVIEW ESTATES, PHASE FIVE SUBDIVISION (SMEE BUILDERS, INC.)

Recommendation: That the City Council:

1. Conduct a Public Hearing;
2. Adopt the Resolution of Vacation for the easements described in the attached legal description; and
3. Authorize the City Clerk to record the Resolution of Vacation.

City Manager Lollis introduced the item, and Public Works Director Rodriguez presented the staff report.

The Public Hearing was opened at 7:13 p.m. Seeing no one, the Mayor closed the Public Hearing at 7:14 p.m.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola, that the City Council adopt the Resolution of Vacation for the easements described in the legal description; and authorize the City Clerk to record the Resolution of Vacation. The motion carried unanimously.

Documentation: Resolution No. 63-2014
Disposition: Approved.

The Council took a ten-minute recess at 7:15 p.m.

10. MEDICAL CANNABIS/MARIJUANA – DRAFT ORDINANCE CONCERNING CULTIVATION AND DISPENSARIES

Recommendation: That the City Council:

1. Approve the proposed ordinance for medical cannabis cultivation and give first reading to the draft Ordinance; and
2. Waive further reading and order the Ordinance to print.

City Manager Lollis introduced the item, and City Attorney Lew presented the staff report.

The Public Hearing was opened at 7:27 p.m.

- Russell Fletcher, spoke of the need to create regulations that balance patient rights and everyone else's.
- Lisa Sparks, spoke in support of cannabis for medicinal purposes.
- Debra Chastain, spoke of patient's difficulties obtaining medicine, and requested that the Council approve marijuana groves and dispensaries.
- Roy O'Garrison, stated that he was a recovering cancer patient who needed medicinal marijuana and had harmlessly grown it in town for many years without incident.
- Joe Sparks, expressed his support for marijuana cultivation and use.
- Michael Green, Fresno Cannabis Association, presented a written statement to the Council and commended the Council for taking a balanced approach to the issue.
- Jeff Faure, stated that the draft ordinance infringed on patient rights; was a cruel and inhumane act; and would open the City to lawsuit.
- Carol Anderson, spoke of her extensive experience and knowledge of medical cannabis, and offered to serve as an information resource for the Council.
- Randy (last name not given), advocated for the allowance of 16 marijuana plants indoors and 16 outdoors.
- Joseph (last name inaudible), stated that a 600-foot distance requirement between cultivation sites would not be fair, nor would the requirement of a security alarm or the limit of 16 plants.
- Dawn Jobe, spoke in opposition to the proposed ordinance and its limitations on marijuana cultivation; noted the lack of an environmental impact study for the proposed ordinance; and argued that the City would face lawsuits if the ordinance were to pass.

- John Hallberry, spoke of the dangers of prescription pharmaceuticals, and stated that each patient needs a specialized treatment regimen of marijuana from a doctor.
- Ruth Ann Callahan, stated that she had been growing and smoking marijuana in Porterville for over thirty years, and that marijuana had helped her to become a “sober alcoholic.”
- (Name inaudible), a property owner, voiced concerns for tenants who grew medical marijuana, and requested that the City’s ordinance hold the tenants responsible for infractions, not the property owner.
- Ron Halsey, spoke of dangers and nuisances from people growing marijuana in mobile home parks, and requested that the City’s ordinance address such issues.
- Debra Halsey, stated that growers in the mobile home park were growing marijuana for sale, not for medical use, and asked the Council to remember the rights of every citizen, not just those who use marijuana.
- Dan McCormick, indicated that his grandson and friends have medical marijuana cards without having any medical problems; stated that he gets his medicine from a pharmacy; and expressed his belief that all medicine should be regulated.
- (Name not given), spoke of a young man who died from marijuana use.
- Gilbert Vargas, noted that he has diverticulitis; accused the City Attorney of being biased in her presentation of marijuana laws; and stated that he had tapes to use in a lawsuit against the City.
- John Hallberry, advocated for dispensaries, stating that “God gave us marijuana.”

When no one else came forward, the Mayor closed the Public Hearing at 8:23 p.m.

The Council expressed confusion regarding the negative comments received during Oral Communications, noting that the statements made at previous meetings indicated more acceptance of the proposed marijuana regulations. Several Council Members asked the public for more appreciation of the City’s efforts to find a balanced solution, rather than banning cultivation altogether. Mayor Stowe voiced his understanding and support for those who need marijuana for medical purposes.

The Council discussed the pros and cons of dispensaries, indoor versus outdoor cultivation, the number of plants to allow, and the requirement of security alarms; and directed staff to bring the item back for Council consideration after modifying sections 301.23(E)2, 301.23(E)3, 301.23(E)20, 301.23(J)4 and 301.23(E)8 of the draft ordinance.

The Mayor re-opened the Public Hearing at 8:55 p.m., and stated that it would be continued to the meeting of September 16, 2014.

Disposition: Public Hearing continued; and direction given.

The Council took a ten-minute recess at 8:55 p.m.

SECOND READINGS

11. ORDINANCE 1816, ADDING SECTION 25-5.1 TO PORTERVILLE MUNICIPAL CODE REGARDING ENFORCEMENT OF ADOPTED WATER CONSERVATION PLAN

Recommendation: That the Council give Second Reading to Ordinance No. 1816, waive further reading, and adopt said Ordinance.

City Manager Lollis introduced the item.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola, that the City Council give Second Reading to Ordinance No. 1816, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING SECTION 25-5.1 TO CHAPTER 25, ARTICLE I, DIVISION 1 OF THE PORTERVILLE MUNICIPAL CODE REGARDING ENFORCEMENT OF ADOPTED WATER CONSERVATION PLAN; waive further reading, and adopt said ordinance. The motion carried unanimously.

Documentation: Ordinance No. 1816

Disposition: Approved.

City Manager Lollis read the ordinance by title only.

SCHEDULED MATTERS

12. CONSIDERATION OF APPOINTMENTS TO ANIMAL CONTROL COMMISSION

Recommendation: That the City Council appoint two individuals to serve 2-year terms as members of the Animal Control Commission; and three individuals to serve 4-year terms.

City Manager Lollis introduced the item, and Administrative Services Director Hildreth presented the staff report. Council Member Ward asked the applicants in the audience to stand and be recognized.

The Council elected to utilize the McCracken ballot method. City Attorney Lew advised that Vice Mayor Hamilton could vote for four individuals, instead of five, since his mother was one of the candidates for appointment. The votes were read allowed as follows:

Council Member Reyes: Maureen Hamilton; Shawn Schwartzenberger; Margaret Land; Kathy Guinn; and Diane Wagner

Council Member Ward: Kathleen Harris; Maureen Hamilton; Shawn Schwartzenberger; Margaret Land; and Kathy Guinn

Council Member Gurrola: Kathleen Harris; Maureen Hamilton; Margaret Land; Kathy Guinn; and Anna Poteet

Vice Mayor Hamilton: Shawn Schwartzenberger; Margaret Land; Kathy Guinn; and Anna Poteet

Mayor Stowe:

Maureen Hamilton; Shawn Schwartzberger; Margaret Land; Kathy Guinn; and Terry Perry

Margaret Land, Kathy Guinn, Maureen Hamilton and Shawn Schwartzberger received the required three votes for appointment. The Council briefly discussed the qualifications and interest of Ms. Harris and Ms. Poteet who each received two votes, and concurred that Anna Poteet would be the fifth member of the Commission. A discussion regarding the assignment of two and four year terms then followed.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola, that the City Council appoint Shawn Schwartzberger and Anna Poteet to serve two-year terms as members of the Animal Control Commission; and appoint Margaret Land, Kathy Guinn, and Maureen Hamilton to serve four-year terms. The motion carried unanimously, with Vice Mayor Hamilton abstaining from the vote for Maureen Hamilton.

Documentation: M.O. 05-090214

Disposition: Approved.

13. WATER DELIVERIES OUTSIDE CITY LIMITS

Recommendation: That the City Council provide direction to staff on:

1. The number of hydrants Council is willing to make available for PACC use; and
2. Direction on restrictions or conditions as to the use and amount of water made available to private water haulers.

City Manager Lollis introduced the item, and Public Works Director Rodriguez presented the staff report, noting the locations of five fire hydrants that could be utilized to provide water to residents for drought relief. Mr. Rodriguez also expressed concern regarding the provision of an unattended water source.

The Council discussed at length possible abuses of water stations, and various scenarios pertaining to the manning of hydrants and enforcement of restrictions. Council Member Reyes stated his preference to start with only one manned and metered fire hydrant instead of the five identified in the staff report.

Mr. Rodriguez also requested that the Council provide direction with regard to private water haulers. Staff indicated that there was currently one licensed potable water hauler in town, and provided clarification regarding the Council's authority to permit the operation.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton, that the City Council approve the use of one fire hydrant by the Porterville Area Coordinating Council for a period of thirty (30) days, and require said hydrant to be locked, metered, and manned during

hours of operation; and prohibit the sale of City water to private water haulers. The motion carried unanimously.

Documentation: M.O. 06-090214

Disposition: Approved.

CONSENT CALENDAR

3. CIP BUDGET ADJUSTMENT FOR ODOR CONTROL AT THE WASTEWATER TREATMENT FACILITY (WWTF)

Recommendation: That the City Council:

1. Approve moving the Odor Control Project into the 2014/2015 fiscal year; and
2. Authorize the Public Works Director to seek Statement of Qualifications (SOQ) from prospective manufacturers of biofilters for Council's consideration.

City Manager Lollis introduced the item, and Public Works Director Rodriguez addressed questions from Council Member Ward regarding the need to control the odor, and the life of the proposed equipment.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council approve moving the Odor Control Project into the 2014/2015 fiscal year; and authorize the Public Works Director to seek Statement of Qualifications (SOQ) from prospective manufacturers of biofilters for Council's consideration. The motion carried unanimously.

Documentation: M.O. 07-090214

Disposition: Approved.

5. APPROVAL OF MEASURE R SUPPLEMENTAL AGREEMENT – ACQUISITION OF RAILROAD RIGHT-OF-WAY

Recommendation: That the City Council:

1. Approve the draft resolution affirming the City Council's support of Acquisition of Railroad Right-of-Way;
2. Authorize the Mayor and City Manager to execute the Acquisition of Railroad Right-of-Way Project Supplemental Agreement for the purchase of railroad property; and
3. Direct the City Clerk to transmit the executed Supplemental Agreements to Tulare County Transportation Authority.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Gurrola lauded staff for their efforts pertaining to the acquisition.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton that the City Council approve the draft resolution affirming the City Council's support of Acquisition of Railroad Right-of-Way; authorize the Mayor and City Manager to execute the Acquisition of Railroad Right-of-Way Project Supplemental Agreement for the purchase of railroad property; and direct the City Clerk to transmit the executed Supplemental Agreements to Tulare County Transportation Authority. The motion carried unanimously.

Documentation: Resolution No. 64-14; M.O. 08-090214
Disposition: Approved.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Ward, thanked City Attorney Lew for her work on the draft ordinance regarding medical cannabis and City representatives attending the League of California Cities Conference.
- Council Member Reyes, thanked those who applied for the Animal Control Commission; and spoke of vacancies on Arts Commission.
- Council Member Gurrola, spoke of the Senior Luau event on August 29th.
- Vice Mayor Hamilton, extended best wishes to the Mayor who would be having a surgical procedure.
- Mayor Stowe, wished those attending the League Conference a safe journey.
- City Manager Lollis, extended an invitation, on behalf of Dr. Snively, to a meet and greet with Fresno State President Joseph Castro at the PUSD Boardroom on September 11th, from 11:30 a.m. to 1:00 p.m.

CLOSED SESSION

None

ADJOURNMENT

The City Council adjourned at 9:53 p.m. to the meeting of September 16, 2014.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Ratification of Emergency Expenditure - Repair of Well 1A

SOURCE: Public Works

COMMENT: The City of Porterville's Well 1A, located on Putnam Avenue east of Fourth Street, experienced an operational failure. The demand on the water system is currently rising, so it is imperative that we restore operation to this pump before the demand for water increases in the next month. Failure to correct the issue would affect the city's overall water system pressure.

City Code 2-38, Emergency Expenditures/Appropriations, authorizes an expenditure of up to \$100,000 in an extraordinary emergency for the preservation of the public peace, health, or safety. Pursuant to City Code 2-38, these circumstances were communicated to the Mayor by the City Manager and the expenditure was approved by the Mayor due to the extraordinary emergency of the situation. A copy of City Code 2-38 is attached for your reference.

Because of the need for an emergency repair, the normal sealed bid process was not used; emailed quotes were obtained. Securing the services of a pump repair company is challenging, especially during unprecedented drought conditions. However, the following bids were requested and two (2) bids were received from these local pump repair companies:

<u>Company</u>	<u>Total</u>	<u>Availability</u>
Valley Pump & Dairy Systems	\$21,416	Immediately
S.A. Camp Pump & Drilling Co.	\$19,001	June 2015
Zim Industries	no Bid	

Valley Pump & Dairy Systems provided a bid that was \$2,400 higher than the lowest bidder, however they were immediately available to start correcting all issues at City Well 1A at a cost not to exceed \$21,416 (inclusive of all parts, taxes, and prevailing wage labor). The urgency to get this well operational has necessitated the approval of an emergency repair. Therefore, emergency authorization to engage the services of Valley Pump & Dairy Systems was obtained from the Mayor by the City Manager. Funding is available in the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Ratify the emergency repair of City Well 1A was necessary and met the emergency criteria as promulgated in Article VII, Section 2-38 of the City Code;
2. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$21,416; and
3. Direct the Finance Director to make payment to Valley Pump & Dairy Systems upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. 2-38: Emergency Expenditures/Appropriations

Appropriated/Funded: JR

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

2-38: EMERGENCY EXPENDITURES/APPROPRIATIONS:

An appropriation and/or expenditure of up to one hundred thousand dollars (\$100,000.00) is authorized without additional prior council approval, if: a) the city manager has requested that such an appropriation/expenditure be made; b) the mayor has determined that the circumstances for the request constitute an extraordinary emergency, meaning that there is an immediate need to make such appropriation/expenditure for the preservation of the public peace, health or safety; and c) the city manager notifies the council of the specific appropriation/expenditure in writing. (Ord. 1704 § 1, 10-3-2006)



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Authorization for Emergency Transit Engine Repair

SOURCE: Public Works

COMMENT: Vehicle #8176, an active transit bus, has experienced significant engine failure and requires an engine overhaul. This vehicle is powered by a Cummins compressed natural gas (CNG) engine and must be repaired or replaced by a certified CNG service center.

Staff is requesting authorization to utilize Cummins Pacific, which is the nearest CNG engine service center, to perform the required engine overhaul at an estimated cost of \$14,999. Funds are available in the Transit Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize the transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$14,999; and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Cummins Pacific Repair Estimate

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



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RAFAEL BAEZ - 559 782-7517

PAGE 1 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-MAR-2015 10:26AM		14-SEP-2010	EZRM32		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
93806		09-MAR-2015	73053567	CPL089700	ESCORT RE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
168909			231585		8176

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1N9MNALG3AC084302

COMPLAINT

SYMPTOMS:
CHECK ENGINE LIGHT IS ON, CUSTOMER HAS REPLACED SPARK PLUGS

QUOTE TO INFRAME ENGINE. ANY ADDITIONAL PARTS OR LABOR NEEDED WILL
BE QUOTED BEFORE WORK IS DONE.

SYMPTOMS:
CHECK ENGINE LIGHT IS ON, CUSTOMER HAS REPLACED SPARK PLUGS

UNIT QUOTED FOR OVERHAUL CLOSING INVOICE FOR TROUBLE SHOOTING
AND TEAR DOWN.

CAUSE

ENGINE IS WORN OUT - INTAKE VALVES LEAKING

CORRECTION

03/09/2015 [6382] 6382 3-9-15. ATTEMPTED TO START BUS AND MOVE TO SHOP
WITHOUT SUCCESS. ATTEMPTED TO CONNECT TO BUS, FOUND LIGHTS WOULD
FLASH BUT NO COMMUNICATION POSSIBLE AND DASH SHOWED NO SIGNAL.
ATTEMPTED TO CONNECT AT ENGINE BUT INLINE LIGHTS WOULD NOT FLASH.
AIRED BUS UP AND PUSHED TO SHOP. CHECKED FOR POWER AT FUSE, FOUND
POWER IN SPEC AT BATTERY SUPPLY BUT NOT IGNITION FUSES. ATTEMPTED
TO LOCATE CAUSE OF NO POWER TO IGNITION CIRCUIT. AFTER CHECKING
RELAYS AND FUSES ENGINE BYPASS SWITCH WAS SWITCHED AND ALL
SYSTEMS BEGAN WORKING. CONNECTED TO ENGINE TO FIND FC FOR
CYLINDER 3,5 AND 6 CYLINDER MISFIRE ALONG WITH TWO MULTIPLE MISFIRE
CODES. SINCE CUSTOMER HAS ALREADY CHANGED SPARK PLUGS, IGNITION
HARNESS AND MOVED COILS I STARTED EDS TO T/S FOR FC 2457 MULTIPLE
MISFIRE. EDS REQUESTS CHECKING FOR OTHER FAULTS TO T/S FIRST NONE
OF THE REQUESTED NON IGNITION RELATED FAULTS ARE PRESENT. NEXT
REQUESTED TO CHECK EGR COOLER FOR LEAKAGE, REQUIRING COOLER TO
BE REMOVED FROM TESTING. STARTED BUS AND DROVE TO WASH RACK TO

Completion date : 09-Mar-2015 10:25AM. Estimate expires : 08-Apr-2015

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PAGE 2 OF 4

*** CHARGE ***

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93806		09-MAR-2015	73053567	CPL089700	ESCORT RE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
168909			231585		8176

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1N9MNALG3AC084302

CLEAN ENGINE BAY TO PREPARE FOR FURTHER TESTING. DROVE BUS BACK
TO SHOP AND PARKED, QUOTED JOB.

COVERAGE

CUSTOMER BILLABLE
CUSTOMER BILLABLE

DIAGNOSTIC CHARGE: 0.00

17	0 7787	11/32 WIRE LOOM	OTHER	.30
1	0 4933820NX	HEAD,CYLINDER	DRC	1,828.37
1	0 4933818D	HEAD,CYLINDER	CLEAN	
-1	0 4933818D	HEAD,CYLINDER	DIRTY	
1	0 4352349	SET,UPPER ENGINE GASKET	CECO	
1	0 5284903	THERMOSTAT	CECO	48.84
1	0 3164067	SEALANT	CECO	13.75
1	0 3925626	KIT,SEAL	CECO	
24	0 23888	BRAKLEEN	OTHER	4.35
6	0 3800328	KIT,LINER	CECO	
6	0 4376108	KIT,ENGINE PISTON	CECO	
12	0 3950661	BEARING,CON ROD (STD)	CECO	9.64
1	0 3945917	SET,MAIN BEARING (STD)	CECO	
1	0 5284362	CORE,COOLER	CECO	
1	0 3918174	GASKET,OIL COOLER CORE	CECO	13.43
1	0 3929011	GASKET,LUB OIL CLR COVER	CECO	18.78

Completion date : 09-Mar-2015 10:25AM. Estimate expires : 08-Apr-2015

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*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
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93806		09-MAR-2015	73053587	CPL089700	ESCORT RE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
168909			231585		8176

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG3AC084302					
1		0	4983588	PUMP,LUBRICATING OIL	CECO		
1		0	3930408	GASKET,OIL PAN	CECO		
1		0	3939352	GASKET,OIL SUC CONNECTION	CECO	3.53	
1		0	3992092	GASKET,CONNECTION	CECO	6.13	
1		0	LF9009	PAC, LF	FLG	51.04	
8		0	70520G	1 GA PREMIUM BLUE GEO	VALVOLINE	16.62	
8		0	CORF GAL	Cal Oil Recycle Fee/Gal	NONSTOCK	.24	
1		0	3930911	SEAL,O RING	CECO	5.88	
2		0	4932615	GASKET,CONNECTION	CECO	3.13	
2		0	3049221	SEAL,O RING	CECO	2.38	
1		0	3104230	GASKET,EXH GAS RCN VALVE	CECO	28.24	
1		0	NG5900	PAC, NG	FLG	65.21	
12		0	ZXEDRU1	ANTIFREEZE	OTHER	15.44	
12		0	3944593	SCREW,HEX FLANGE HEAD CAP	CECO	3.13	
1		0	4309332RX	KIT,TURBOCHARGER	DRC	1,013.65	
1		0	3802678D	TURBO,HX35W	CLEAN		
-1		0	3802678D	TURBO,HX35W	DIRTY		
1		0	3940386	SEAL,O RING	CECO	5.67	
2		0	3103015	SEAL,GROMMET	CECO	2.48	
1		0	MISC	MISC	NONSTOCK		

PARTS:

7,425.37

Completion date : 09-Mar-2015 10:25AM. Estimate expires : 08-Apr-2015

BAR# APD00277630 - Save the Planet - Call 848-252-6040 - Sign up for online services + ACH payments.

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93806		09-MAR-2015	73053567	CPL089700	ESCORT RE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
168909			231585		8176

QUANTITY ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG3AC084302				

PARTS COVERAGE CREDIT:		0.00	CR
TOTAL PARTS:	7,425.37		
SURCHARGE TOTAL:		0.00	
LABOR:		5,648.98	
LABOR COVERAGE CREDIT:		0.00	CR
TOTAL LABOR:	5,648.98		
MISC.:		0.00	
MISC. COVERAGE CREDIT:		0.00	CR
TOTAL MISC.:		0.00	
SALES TAX		610.74	

Completion date : 09-Mar-2015 10:25AM. Estimate expires : 08-Apr-2015

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SUB TOTAL: 13071.35
TOTAL TAX: 610.74

TOTAL AMOUNT: US \$ 13682.09

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JMMINS PACIFIC, LLC & CAL PACIFIC ENGINEERING, INC. & INTERNATIONAL TRUCKS OF HAWAII, LLC (hereafter referenced severally as company")

COMPANY RESERVES THE RIGHT TO REQUIRE CASH PAYMENT ON ANY TRANSACTION, EVEN IF CREDIT HAS BEEN GRANTED IN THE PAST.

ALL SALES ARE F.O.B. SHIPPING POINT UNLESS OTHERWISE NOTED.

PARTIAL SHIPMENTS AND PARTIAL BILLINGS ARE PAYABLE ACCORDING TO THE TERMS OF EACH RESPECTIVE INVOICE.

CORE DEPOSIT REFUNDS ARE AS FOLLOWS: 100% of billing if returned within 0-45 days, 95% if returned in 46-120 days, NO REFUND after 120 days.

COMPANY WILL ACCEPT (FOR EXCHANGE OR CREDIT REFUND ONLY - NO CASH) MOST UNUSED PARTS IN THEIR ORIGINAL PACKAGING WITHIN 30 DAYS OF PURCHASE. EXCLUSIONS: LITERATURE, OPEN KITS, ELECTRICAL COMPONENTS, RUBBER ITEMS, OPENED LIQUIDS, SPECIAL ORDERS, AND ITEMS IN UNSELLABLE CONDITION. RETURNS ARE SUBJECT TO A RESTOCKING FEE. COMPANY WILL NOT PERFORM REPAIRS ON ENGINES WITH NON-COMPLIANT AND/OR DEFEATED EMISSION CONTROL DEVICES.

LIMITED WARRANTY AND CONDITIONS OF SALE

1. NEW CUMMINS ENGINES - PARTS - POWER GENERATION PRODUCTS

The company will administer the warranty of Cummins, Inc. for new Cummins engines, parts, and power generation products. It will also administer the warranties for other manufacturers of new engines, equipment, accessories and components, which are sold by the company. Product defect(s) are the responsibility of the manufacturer. Copies of manufacturer warranty certificates are available upon request.

2. REBUILT ENGINE WARRANTIES & COMPANY REBUILT EXCHANGE ENGINES

The company will administer the warranty of Cummins Aftermarket for rebuilt engines. In the event of product defect, only rebuild warranty will apply. A copy of the warranty certificate is available upon request. Company warrants any company-rebuilt exchange engine sold by it to be free from defects in workmanship under normal use and service, limited to 6 months from the date of delivery to the first retail purchaser OR 50,000 miles OR 1,800 hours of operation, whichever occurs first. Company's warranty obligation is limited to repair or replacement (company option) of any defective part(s).

3. EXCHANGE COMPONENT WARRANTIES & COMPANY REBUILT EXCHANGE COMPONENTS

Company will administer Cummins exchange component warranties as well as the warranties of other manufacturers of exchange components, which are sold by us. In the event of defect(s), only such manufacturer warranties will apply. Copies of warranty certificates are available upon request. Company warrants any company-rebuilt exchange component to be free of workmanship defects under normal use and service for 6 months from the date of delivery to the first retail purchaser. Company's warranty obligation is limited to repair or replacement (company option) of any defective part(s).

GENERAL WARRANTY FOR SERVICE EVENTS

The company warrants repair work performed at its repair facilities to be free from defects in workmanship under normal use and service for 3 months OR 3,000 miles OR 900 hours of operation, whichever occurs first. Its obligations under this warranty are limited to repair or replacement, at company option, of any parts damaged as a result of faulty workmanship. Due to possible internal defects, the company will not warrant any reused magnafluxed parts. Parts left in the equipment or reused in the reconditioning of equipment and any portions of the equipment not affected in the reconditioning of the equipment will be covered only by previous warranties, if any.

WARRANTY PROCEDURE

When subject to a manufacturer's warranty, all parts supplied and repair work done by the company will be billed to the equipment owner. On behalf of the customer, the company will initiate a claim for reimbursement under the manufacturer's warranty. Proceeds received by the company on behalf of the customer will be credited promptly to the owner of the equipment.

WARRANTY LIMITATIONS

Company shall in no event be liable for failures resulting from owner/operator abuse or neglect. This includes, but is not limited to operation without adequate coolant, fuel or lubricants; overfueling; overspeeding; lack of maintenance of lubricants, fuels, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices. Company shall in no event be liable for towing charges, maintenance items (e.g., oil filters, belts, hoses), communication expenses, meals, lodging and incidental expenses incurred by owner/operator, "down time" expenses, overtime expenses, cargo damages, and all business costs and losses of revenue resulting from a warrantable failure. Company shall in no event be liable for failures resulting from improper repair by others or the use of parts not approved by the company.

THE WARRANTIES SET FORTH ABOVE ARE THE SOLE WARRANTIES OF THE COMPANY, AND ARE IN LIEU OF ANY OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NEITHER UNQUANTIFIED DAMAGES. ITS ONLY OBLIGATIONS UNDER THIS LIMITED WARRANTY ARE THOSE SET FORTH ABOVE. NO ORAL OR WRITTEN STATEMENTS OR REPRESENTATIONS SHALL BE BINDING UPON THE COMPANY UNLESS ENDORSED HEREON AND SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE.

LOCATIONS: California & Hawaii (North to South)

ROCKFORD, CA 95521	5150 Boyd Road	(707) 822-7390, FAX (707) 822-7585
ROCKFORD, CA 96003	5125 Caterpillar Road	(530) 244-6898, FAX (530) 244-6899
SACRAMENTO, CA 95605	875 Riverside Parkway	(916) 371-0630, FAX (916) 371-2849
STANISLAUS, CA 94577	14775 Wicks Boulevard	(510) 351-6101, FAX (510) 347-6193
STANISLAUS, CA 93722	5333 N. Cornelia Avenue	(559) 274-4400, FAX (559) 277-6769
STANISLAUS, CA 93307	4601 E. Brundage Lane	(661) 325-9404, FAX (661) 861-8719
STANISLAUS, CA 93003	3958 Transport Street	(805) 644-7281, FAX (805) 644-7284
STANISLAUS, CA 90870	11725 Willake Street	(562) 551-5213, FAX (562) 551-5233
STANISLAUS, CA 90844	9520 Stewart & Gray Road	(562) 415-2800, FAX (562) 415-2895
STANISLAUS, CA 92316	3061 South Riverside Avenue	(909) 877-0433, FAX (909) 877-3787
IRVINE, CA 92606	1939 Deere Avenue	(949) 253-6000, FAX (949) 253-6080
IRVINE, CA 92020	310 North Johnson Avenue	(619) 593-3093, FAX (619) 593-0600
IRVINE, HI 96707	91-230 Kalaheoa Boulevard	(808) 682-8110, FAX (808) 682-8477

Headquarters location



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Award of Contract - Sewer Annexation Area 455A Project - Additional Work on Westfield Avenue

SOURCE: Public Works

COMMENT: On April 1, 2015, staff received six (6) bids for the Sewer Annexation 455A Project - Additional Work on Westfield Avenue. The project consists of installing 559 lineal feet of 6" sewer main and 10 sewer laterals. This project will install additional lines within Annexation Area 455A Sewer Project to landlocked properties, which have recently dedicated easements to the City for sewer improvements. The project consists of two areas: the first being on the north side of Westfield Avenue, about 400' east of Prospect Street, and the second area being north of Westfield Avenue, about 150' west of State Route 65.

The Engineer's Estimate of Probable Cost for the project was \$125,520. The low bid presented by 99 Pipeline, Inc. of Porterville is \$75,157.00, which is 40.1% below the Engineer's Estimate. An additional \$7,515.70 is required for construction contingency (10%). It is anticipated that an additional \$7,515.70 is required for construction management, quality control, inspection services and construction surveying (10%). The total estimated cost for the project is \$90,188.40.

The funding source for this project is the Sewer Revenue Bond (COP) as approved by City Council during the February 17, 2015, Council meeting.

The bids are as follows:

	<u>Contractor</u>	<u>Amount</u>
1.	99 Pipeline, Inc. Porterville, CA	\$75,157.00
2.	JT2, Inc. DBA Todd Co. Visalia, CA	\$77,081.00
3.	West Valley Construction Co. San Jose, CA	\$85,120.00
4.	Greg Bartlett Construction Porterville, CA	\$89,389.00

- | | | |
|----|---|--------------|
| 5. | Dawson Mauldin Construction, Inc.
Huntington Beach, CA | \$108,748.00 |
| 6. | Bill Nelson General Engineering, Inc.
Fresno, CA | \$152,362.00 |

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Additional Sewer Annexation Area 455A: Additional Work on Westfield Avenue Project to 99 Pipeline, in the amount of \$75,157.00;
2. Authorize progress payments up to 95% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen costs;
4. Authorize an additional 10% for construction management, construction surveying, quality control, and inspection services;
5. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02-100714.

ATTACHMENTS: 1. Locator Map

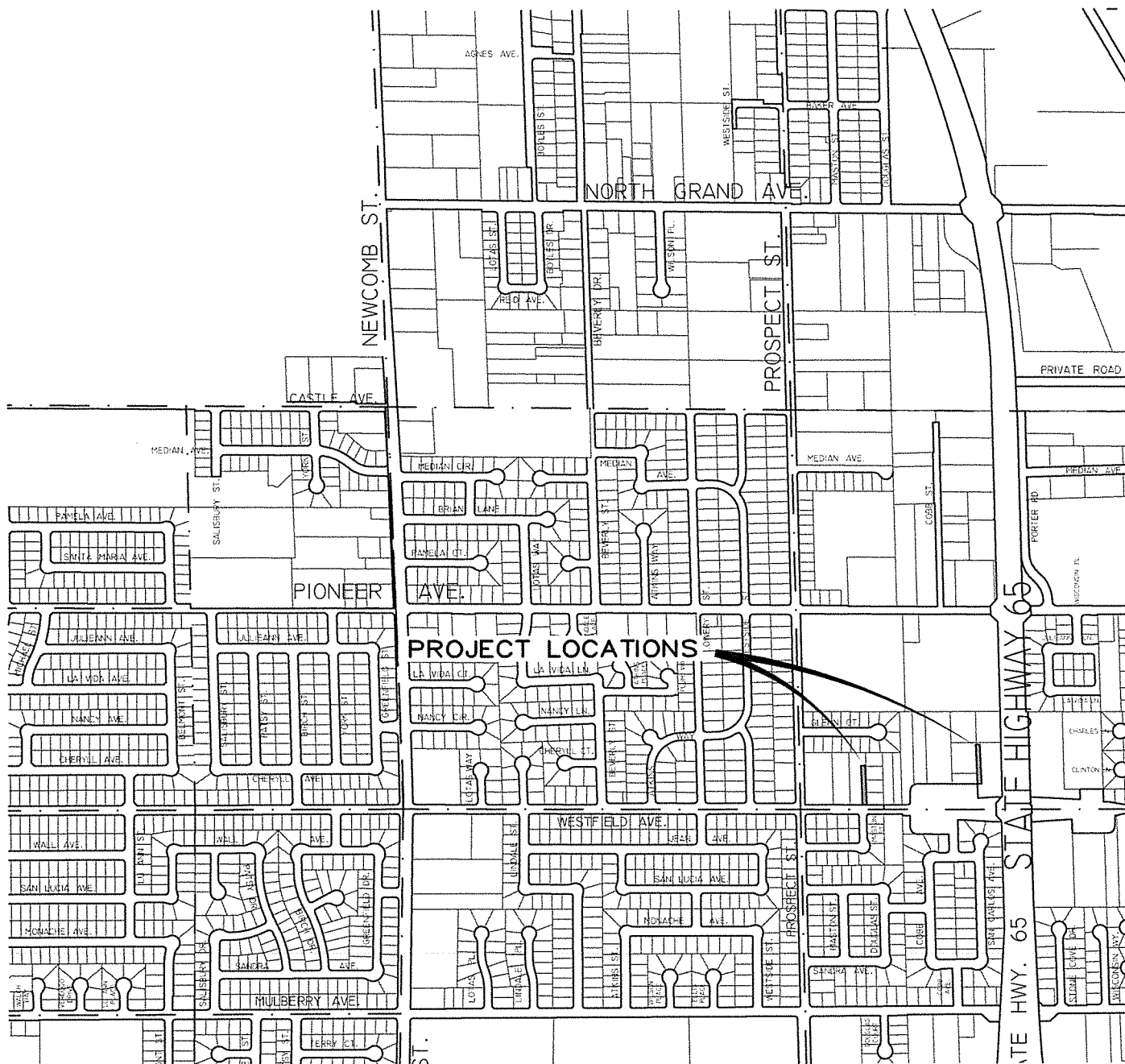
Appropriated/Funded: JR

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



LOCATOR MAP



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

SEWER ANNEXATION 455A
WESTFIELD ADDITIONAL
SANITARY SEWER PROJECT
CITY OF PORTERVILLE



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Bid Results for Well No. 32 Project (Phase 2 - Pumping Plant)

SOURCE: Public Works

COMMENT: On March 31, 2015, staff received four (4) bids for the Well No. 32 project. The well is located on the north side of Tea Pot Dome Avenue, east of the Porterville Fairgrounds. This is the second phase of the well project and consists of the installation of a 125 HP pump, electrical system, above ground discharge piping and other items of work necessary to provide a complete pumping plant. The bids are as follows:

<u>Contractor</u>	<u>Amount</u>
1. Steve Dovali Construction Fresno, CA	\$ 861,280.00
2. Sansone Company San Luis Obispo, CA	\$ 937,196.00
3. Specialty Construction San Luis Obispo, CA	\$ 996,551.91
4. Smith Construction Fresno, CA	\$1,025,397.91

The Estimate of Probable Cost for construction is \$690,500. The lowest responsive bid is 24.73% over the estimate. An additional \$86,128.00 is necessary for the construction contingency (10%) and it is anticipated that an additional \$43,064.00 (5%) is needed for construction management, quality control, and inspection services for a total estimated project cost of \$990,472.

It is City Council's policy to reject all bids when the bid exceeds 10% of the Engineer's Estimate. The funding source for this project, California Infrastructure and Economic Bank (CIEDB), has a time sensitive clause for expenditure of funds and the project can be fully financed. The higher than anticipated bids may be a by-product of the drought and should the Council elect to rebid the project, the bids may be higher in light of the expanding needs of water related contractors.

RECOMMENDATION: That the City Council:

1. Award the Well No. 32 Project (Phase 2 -Pumping Plant) to Steve Dovali Construction in the amount of \$861,280.00;
2. Authorize a 10% contingency to cover unforeseen construction costs; and
3. Authorize 5% for construction management, quality control and inspection.

ATTACHMENTS: 1. Locator Map

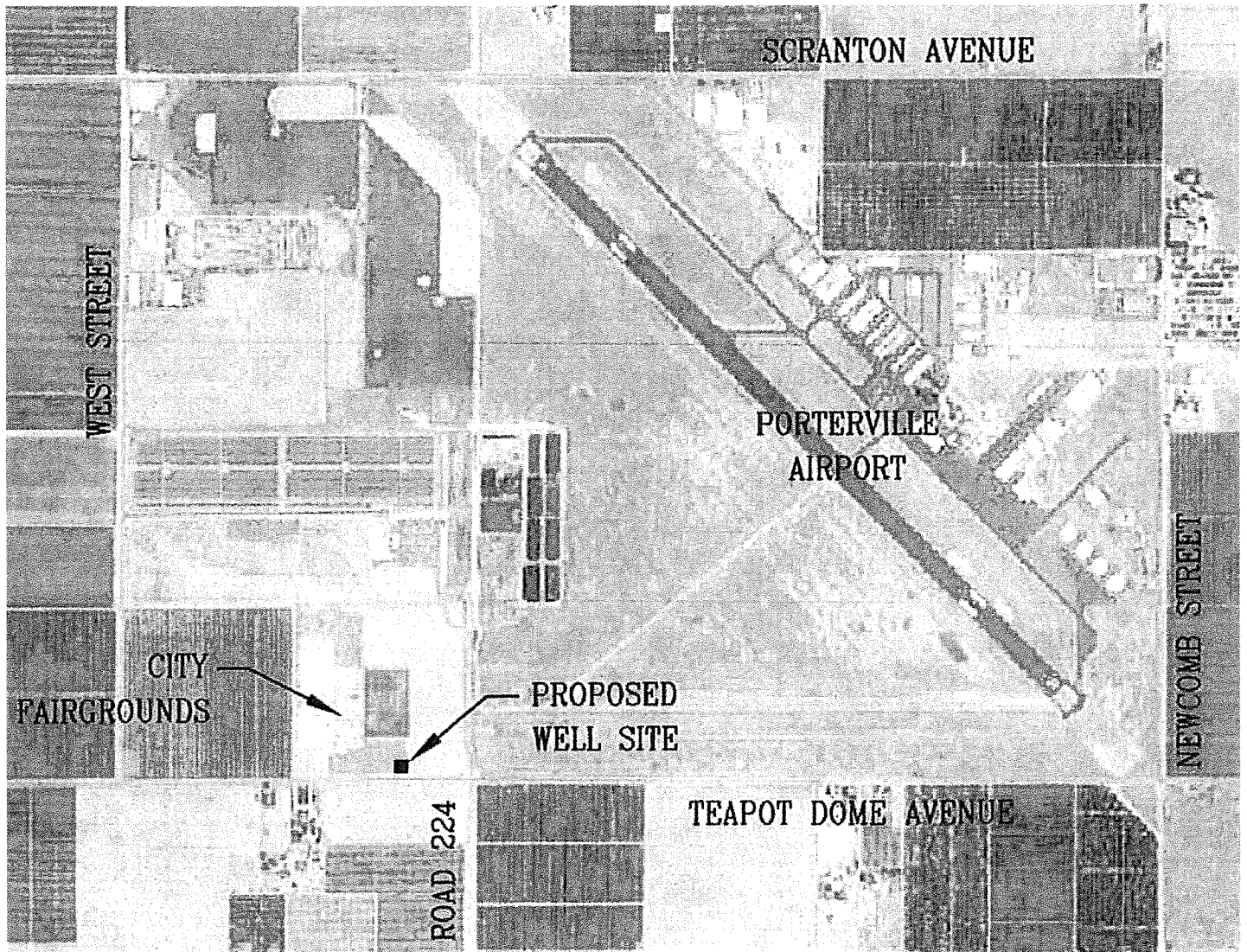
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



LOCATOR MAP



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

CITY WELL #32
CITY OF PORTERVILLE
PROJECT NUMBER 89-9722



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Authorization to Apply for Section 5311 Program Funding

SOURCE: Public Works

COMMENT: The Federal Transit Administration (FTA) Section 5311 is a non-urbanized area formula funding program authorized by United States Code (U.S.C) Section 5311. This federal grant program provides funding for public transit in non-urbanized areas with a population under 50,000. FTA apportions funds to the California State Department of Transportation (Department) Division of Mass Transportation (DMT) and is the delegated grantee.

At this time, the California Department of Transportation, Division of Mass Transportation, has issued a call for projects for Section 5311 funding for rural operational and capital assistance.

Staff is requesting authorization to apply for financial assistance from the Section 5311 program for operating assistance to continue transit service to the Tule Indian Reservation.

RECOMMENDATION: That City Council:

1. Approve the attached Resolution authorizing staff to act on behalf of the City to apply for FTA Section 5311 financial assistance; and
2. Authorize the Mayor to sign the Resolution.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded: JR

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2015

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING STAFF TO ACT ON BEHALF
OF THE CITY FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL
ASSISTANCE UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH
CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS: the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1); and

WHEREAS: the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS: the City of Porterville desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in the city of Porterville and Tulare County; and

WHEREAS: the City of Porterville has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby authorize John Lollis, City Manager, to file and execute applications on behalf of the City of Porterville with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1), as amended; and

BE IT FURTHER RESOLVED: that John Lollis, City Manager, is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department; and

BE IT FURTHER RESOLVED: that Richard Tree, Transit Manager, is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects; and

BE IT FURTHER RESOLVED: that Richard Tree, Transit Manager, is authorized to submit and approve requests for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED, APPROVED AND ADOPTED this 21st day of April 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Authorize Letter of Intent for Use of Low Carbon Transit Operations Funds

SOURCE: Public Works

COMMENT: The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862 (SB 862). The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities.

Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies such as Porterville, whose service area includes disadvantaged communities, at least 50 percent of the total moneys received shall be expended on projects that will benefit disadvantaged communities.

SB 862 appropriates \$25 million for LCTOP for 2014-15 and continuously appropriates five percent of the annual auction proceeds in the Greenhouse Gas Reduction Fund for LCTOP beginning in Fiscal Year 2015-2016.

The City of Porterville received an allocation, which is based on population, of \$19,845 for FY 2014/2015. Tulare County agencies as a whole received \$167,017.

The City of Visalia, supported by the Tulare County Association of Governments (TCAG), has proposed the use of LCTOP funding to support a shuttle from Visalia to Fresno.

Due to the additional reporting requirements and the amount allocated to the City in FY 2014/2015, it is staff's recommendation to request that the City's allocation of \$19,845 be released to the City of Visalia so that funds may be applied to a project within our region that meets requirements of the LCTOP Guidelines and the requirements of Public Resources Code (PUC) Section 75230. In return the City will receive \$18,852.75, 95% of the City's allocation, from future Visalia LFT funds.

RECOMMENDATION:

That the City Council:

1. Approve the attached draft Resolution authorizing staff to act on behalf of the City to apply for LCTOP financial assistance;
2. Authorize the Mayor to sign the Resolution;
3. Authorize the Mayor to sign the Authorized Agent Form;
4. Authorize the City Manager to sign the Certifications and Assurances; and
5. Authorize the Mayor to sign the Letter of Intent to release City funding to the City of Visalia so that the funds may be applied to a project within our region in return for Visalia LTF funds.

ATTACHMENTS:

1. LCTOP Letter of Intent
2. Draft Resolution
3. LCTOP Certifications and Assurances
4. LCTOP Authorized Agent

Appropriated/Funded: JR

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

Approved this 21st day of April, 2015

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING STAFF TO ACT ON BEHALF
OF THE CITY FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE UNDER
THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) WITH CALIFORNIA
DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the statutes related to state-funding 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).

NOW, THEREFORE, BE IT RESOLVED: that fund recipient agrees to comply with all conditions and requirements set forth in applicable statutes, regulations, and guidelines for all LCTOP funded transit projects; and

BE IT FURTHER RESOLVED: that the City Council of the City of Porterville does hereby authorize John Lollis, City Manager, to file and execute applications on behalf of the City of Porterville with the Department to aid in the financing of capital/operating assistance projects pursuant to LCTOP regulations and guidelines, as amended; and

BE IT FURTHER RESOLVED: that John Lollis, City Manager, is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department; and

BE IT FURTHER RESOLVED: that Mike Reed, Public Works Director, and Richard Tree, Transit Manager, are authorized to execute for and on behalf of the City Authorized Agents, any actions necessary for the purpose of obtaining LCTOP funds provided by the Department; and

BE IT FURTHER RESOLVED: that Richard Tree, Transit Manager, is authorized to submit and approve request for reimbursement of funds from the Department for the LCTOP project(s).

PASSED, APPROVED AND ADOPTED this 21st day of April 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Low Carbon Transit Operations Program (LCTOP)

Certifications and Assurances

Project Sponsor: City of Porterville

Agency Name: City of Porterville

Effective Date of this Document: April 21, 2015

The California Department of Transportation (Department) has adopted the following certifications and assurances for the Low Carbon Transit Operations Program. As a condition of the receipt of LCTOP funds, project sponsors (both Project Lead and Contributing Sponsors) must comply with these terms and conditions.

A. General

- (1) The project sponsor agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
- (2) The project sponsor must submit to the Department 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 project lead certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The project lead assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
- (2) The project lead 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.
- (3) The project lead certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
- (4) The project lead certifies that they will notify the Department of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
- (5) The project lead 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.
- (6) Any interest the project lead earns on LCTOP funds must be used only on approved LCTOP projects.

- (7) The project lead must notify the Department of any changes to the approved project with a Corrective Action Plan (CAP).
- (8) Under extraordinary circumstances, a project lead may terminate a project prior to completion. In the event the project lead terminates a project prior to completion, the project lead must (1) contact the Department 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.
- (9) Funds must be encumbered and liquidated within the time allowed.

C. Reporting

- (1) The project lead must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by February 15th and August 15th each year.
 - b. A Final 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 the Department within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
- (2) Other Reporting Requirements: ARAB is developing 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 ARAB's funding guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

- (1) The project lead agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The project lead 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 allowability of individual project cost items and
 - b. those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, 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 49

CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the project lead has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by the project lead 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 project lead to the State. Should the project lead 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 project lead from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The project lead 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 project lead, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the project lead, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years from the date of final payment 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 project lead, 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 project lead pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the project lead'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 project lead'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 project lead shall furnish copies thereof if requested.
- (3) The project lead, 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 State Fair Employment Practices and Housing Commission, 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

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

I certify all of these conditions will be met.

John Lollis, City Manager
City of Porterville

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

See Sample attached



Authorized Agent

AS THE MAYOR
(Chief Executive Officer / Director / President / Secretary)

OF THE CITY OF PORTERVILLE
(Name of County/City 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 Rail and Mass Transportation. This form is valid for Fiscal Year 2014-2015 funds. 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.

Mike Reed, Public Works Director OR
(Name and Title of Authorized Agent)

Richard Tree, Transit Manager OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

Milt Stowe Mayor
(Print Name) (Title)

(Signature)

Approved this 21st day of April 2015

Attachment: Board Resolution approving Authorized Agent



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Authorization to Amend the Biological Odor Control System Project Service Agreement

SOURCE: Public Works

COMMENT: On October 21, 2014, Council authorized the Public Works Director to negotiate a “not to exceed” fifty thousand dollar (\$50,000) design service agreement with BioAir Solutions. BioAir Solutions will design, then manufacture and install equipment to control and remove odorous compounds at the Wastewater Treatment Facility (WWTF).

BioAir Solutions submitted a Proposal of \$78,493 for Engineering and Design Services for the Biological Odor Control System on February 23, 2015. This exceeds the original estimate approved by the City Council by \$28,493. The increase in cost to the service agreement is required to achieve the following:

1. Develop and execute a site odor testing program (Odor Study) to quantify the constituents of the odor sources from the headworks, Parshall Flume, grit chambers and primary clarifiers closest to the WWTF entrance;
2. Process and detailed design of the appropriate odor containment, conveyance and control equipment;
3. Civil, structural, mechanical and electrical site design sufficient to complete a turnkey installation of the odor control systems and appurtenances;
4. Final delivery of Engineer’s Estimate to Construct and complete construction-ready document package; and
5. Project management and execution.

The additional cost is necessary in order to have a complete design project. Therefore, staff recommends approving the proposal with BioAir Solutions. This project is funded by the WWTF Capital Reserve.

RECOMMENDATION: That the City Council authorize amending the service agreement with BioAir Solutions by \$28,493 for the Engineering and Design Services of the Biological Odor Control System for a total cost of \$78,493.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Intent to Set Public Hearing for the Annual Adjustment of Fees by Application of the ENR Cost Index

SOURCE: Public Works

COMMENT: On April 2, 2013, City Council per MO #16-040213 suspended the Engineering News Record (ENR) Cost Index automatic development impact fee increase for fiscal year 2013/2014. On April 17, 2012, City Council per MO #09-041712, suspended the same for fiscal year 2012/2013. On April 19, 2011, City Council, per MO #13-041911, suspended the same for fiscal year 2011/2012. On April 6, 2010, City Council, per MO #20-040610, suspended the same for fiscal year 2010/2011. Staff did not send Council a report for fiscal year 2014/2015. In addition, the Council received a report (attached) regarding Water, Sewer, Treatment Plant, and Storm Drain Impact Fees on December 21, 2010, that provided a direct correlation of Master Plan improvement costs versus collection of impact fees. The report summarized fees collected, Master Plan improvement costs and Master Plan debt service expenditures from the date of the individually adopted Master Plans to December of 2010.

In light of the upswing in the economic climate and development activity within the community, staff recommends that the City Council consider setting a Public Hearing for June 2, 2015 to implement the ENR Cost Index auto escalator. Should City Council approve the recommendation, staff would, in turn, notify the Home Builders Association, Southern California Gas Company, and any other interested parties within the necessary period. If Council chooses to suspend the ENR Cost Index auto escalator, this will be the sixth yearly suspension. The following is a summary of those fiscal year suspensions in percentages:

Fiscal Year	Yearly ENR Cost Index %
2010/2011	1.7
2011/2012	4.0
2012/2013	2.7
2013/2014	2.0
2014/2015	2.6
2015/2016	3.0

The following table illustrates the number of new building permits issued each fiscal year over the last six (6) years prior to this Fiscal Year and an account thus far for the current Fiscal Year:

Fiscal Year	New Commercial Structure Building Permit Issuances	New Residential Unit Building Permit Issuances
2008/2009	9	117
2009/2010	8	151
2010/2011	6	45
2011/2012	1	38
2012/2013	6	40
2013/2014	4	201
2014/2015*	3	110
* Partial Year		

The new structure permit data presented above provides a clear indication that the building industry has moved in a positive direction in the last couple of years.

Options to consider during the Public Hearing are:

1. Postpone the ENR Cost Index auto escalator for FY 2015/2016;
2. Activate the ENR Cost Index auto escalator for FY 2015/2016 only; or
3. Activate the ENR Cost Index auto escalator beginning FY 2010/2011 and every FY thereafter.

Staff will provide the Impact Fee Structure, Exhibit 'H', for all three options for the Council's consideration during the Public Hearing.

RECOMMENDATION: That City Council:

1. Set a Public Hearing for June 2, 2015, pursuant to Government Code Section 66016, for consideration of implementing the City of Porterville's Impact Fee ENR Cost Index auto escalator: and
2. Authorize staff to notify the development community of the Public Hearing in accordance with Government Code Section 66016.

ATTACHMENTS:

1. Summary of Development Impact Fees
2. Water Capital Improvement Cost
3. Sewer Capital Improvement Cost
4. Waste Water Treatment Facility Capital Improvement Cost
5. Storm Drain Capital Improvement Cost
6. Transportation Improvement Cost

Appropriated/Funded: JR

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

City of Porterville
Summary of Development Impact Fee

Master Plan and/or CIP Facilities Category	Water (1)	Sewer (1)	Waster Water Treatment Facility (WWTF) (1)	Storm Drain (1)	Transportation (1) (3)
ENR Adjusted Engineer's Estimate	\$9,181,137.86	\$1,371,541.33	\$6,423,451.00	\$3,819,102.79	\$17,892,018.54
Construction Cost	\$9,502,243.90	\$806,476.07	\$5,744,960.20	\$5,429,146.22	\$21,076,728.19
Pending Master Plan Improvements in 10/11 CIP Budget	\$8,176,935.00	\$617,000.00	\$633,000.00	\$963,000.00	\$5,510,435.00
Fees Collected	\$2,636,060.00	\$1,340,082.00	\$7,485,607.00	\$5,622,200.00	\$5,173,089.00
Difference between Expenditures vs. Appropriations	-\$15,043,118.90	-\$83,394.07	\$1,107,646.80	-\$769,946.22	-\$21,414,074.19

COP Principal Payments (2)	\$3,125,000.00	\$3,335,000.00	\$4,085,000.00	\$0.00	\$4,735,000.00
COP Interest Payments (2)	\$3,861,650.00	\$4,146,350.00	\$6,139,980.00	\$0.00	\$11,160,459.73
Difference between Expenditures vs. Appropriations with COP payments included	-\$22,029,768.90	-\$7,564,744.07	-\$9,117,333.20	-\$769,946.22	-\$37,309,533.92

CIEDB WWTF Loan Principal Debt			\$5,356,000.00		
CIEDB Water Loan Principal Debt	\$8,257,500.00				
Difference between Expd. vs. Approp. with COP payments & CIEDB Principal Debt included	-\$30,287,268.90		-\$14,473,333.20		

Notes: (1) Water, Sewer and WWTF evaluated from 2001 to 2010. Storm Drain evaluated from 1994 to 2010. Transportation evaluated from 1998 to 2010
(2) COP debt service for projects that pre-date the Master Plans. However, the payments associated with Transportations COP issuance relates to projects under this evaluation (1998 to 2010).
(3) Transportation related projects indicates some irregularities in the evaluation methodology and requires a more a thorough review of project finances.

City of Porterville
Water Capital Improvement Cost

Project Name	Contractor	Project Bid Date	Council Acceptance Date	Project ENR Date	Project ENR (1)	2001 MP Pipe Length (ft)	2001 MP Pipe or Facility Cost Estimate (\$)	01MP Estimate of Pipe or Facility Constructed in Total Project (\$)	2001 MP ENR	ENR Update of 01 MP Estimate of Pipe or Facility Constructed	Actual Length of Pipe Constructed in Total Project (ft)	Cost of Total Project (\$)	Portion of 01MP Pipe Constructed in Total Project (ft) (2)	Cost of 01MP Pipe or Facility Constructed in Total Project (\$)	Differential Between Actual Cost & 01MP Cost (\$)(%)	
Well No. 26 (Complete Project) (Includes Consultant Services @ \$24,400)	Farm Pump & Irr. Co.	7/26/2001	4/8/2003	2001	6318.20	N/A	\$496,000.00	\$404,475.00	6318.2	\$496,000.00	N/A	\$404,475.00	N/A	\$404,475.00	\$91,525.00	18%
Well #27 (Complete Project) (Includes Consultant Services @ \$24,400)	Valley Pump & Dairy	10/8/2003	4/5/2005	2003	6641.98	N/A	\$496,000.00	\$413,235.99	6318.2	\$521,417.82	N/A	\$413,235.99	N/A	\$413,235.99	\$108,181.83	21%
Purchase of Well #27 Municipal Well Site (8)	-	-	3/4/2003	-	-	-	-	-	-	-	-	\$862.75	-	\$862.75	\$0.00	0%
Well #28 (Drilling) (Includes Consultant Fees @ \$7,676)	Zim Industries	9/9/2004	10/17/2006	2004	7016.91	N/A	\$248,000.00	\$306,896.00	6318.2	\$275,425.55	N/A	\$306,896.00	N/A	\$306,896.00	-\$31,470.45	-11%
Well #28 (Pumping Facility) (Includes Consultant Fees @ \$31,103.61)	Valley Pump & Dairy	-	-	2005	7309	N/A	\$248,000.00	\$584,420.10	6318.2	\$286,890.57	N/A	\$553,316.49	N/A	\$553,316.49	-\$266,425.92	-93%
Purchase of Well #28 Municipal Well Site	-	-	3/4/2003	-	-	-	-	-	-	-	-	\$25,000.00	-	\$25,000.00	\$0.00	0%
Well #29 (Drilling) (Includes Consultant Costs @ \$14,279.20)	Zim Industries	10/20/2005	10/26/2006	2005	7309	N/A	\$248,000.00	\$380,856.61	6318.2	\$286,890.57	N/A	\$380,856.61	N/A	\$380,856.61	-\$93,966.04	-33%
Well #29 (Pumping Facility) (Includes Consultant Costs @ \$24,512.80)	Vulcan	10/20/2007	8/5/2008	2007	7942	N/A	\$248,000.00	\$635,868.42	6318.2	\$311,736.89	N/A	\$635,868.42	N/A	\$635,868.42	-\$324,131.53	-104%
Purchase of Well #29 Municipal Well Site (8)	-	-	2/5/2005	-	-	-	-	-	-	-	-	\$95,000.00	-	\$95,000.00	\$0.00	0%
Olive Avenue Water Main Project (Second to Plano)	Halopoff & Sons	2/23/2010	11/16/2010	2010	8671	2100	\$101,430.00	\$99,739.50	6318.2	\$139,200.96	2065	\$205,173.67	2065	\$205,173.67	-\$65,972.71	-47%
Newcomb St. Water Main Project (Well No. 20 to Henderson Ave.)	Bill Nelson Gen. Eng.	2/23/2000	6/6/2000	2000	6238.1	2640	\$127,512.00	\$107,709.00	6318.2	\$125,895.45	2230	\$66,095.00	2230	\$66,095.00	\$59,800.45	48%
Olive Avenue Water Main Project (Howland to Jaye)	Halopoff & Sons	4/2/2002	7/2/2002	2002	6531.97	900	\$43,470.00	\$53,130.00	6318.2	\$44,940.76	1100	\$91,293.14	1100	\$91,293.14	-\$46,352.38	-103%
Hwy 190 Water Main/Olive Ave Water Main	Halopoff & Sons	2/7/2002	7/2/2002	2002	6531.97	5640	\$272,412.00	\$228,459.00	6318.2	\$281,628.79	5062	\$250,533.91	4730	\$234,102.21	\$47,526.58	17%
Scenic Heights Reservoir Project Including Consulting Services @ \$65,967.38)	Soli-Bond	6/6/2002	7/15/2003	2002	6531.97	N/A	\$463,000.00	\$587,970.24	6318.2	\$478,665.14	N/A	\$587,970.24	N/A	\$522,002.86	-\$43,337.72	-9%
Mathew Street (Morton Ave to Olive Ave)(3)	Halopoff & Sons	2/23/2010	11/16/2010	2010	8671	7920	\$461,000.00	\$532,769.32	6318.2	\$632,669.27	9398	\$957,806.78	9153	\$932,837.35	-\$300,166.08	-47%
Morton Avenue PRV (w/o Newcomb St)(3)	By Developer	12/1/2000	10/2/2001	2000	6238.1	N/A	\$40,000.00	\$40,000.00	6318.2	\$39,492.89	N/A	\$26,467.00	N/A	\$26,467.00	\$13,025.89	33%
Newcomb St. PRV Station (n/o North Grand Ave and w/o Newcomb St)	Zim Industries	10/30/2007	5/6/2008	2007	7942.00	N/A	\$248,000.00	\$409,693.17	6318.2	\$311,736.89	N/A	\$409,693.17	N/A	\$409,693.17	-\$97,956.28	-31%
Well No. 31 (Drilling) (Includes Consultant Fees @ \$14,298.17)	Valley Pump & Dairy	8/4/2009	7/20/2010	2009	8528.00	N/A	\$248,000.00	\$702,840.65	6318.2	\$334,738.37	N/A	\$702,840.65	N/A	\$702,840.65	-\$368,102.28	-110%
Purchase of Well #31 Municipal Well Site (8)	-	-	10/16/2007	-	-	-	-	-	-	-	-	\$80,000.00	-	\$80,000.00	\$0.00	0%
GHHS Streets Project - Conner St (Morton Ave to Putnam Ave) (4)	Mitch Brown	5/7/2001	4/15/2003	2001	6318.2	6600	\$744,800.00	\$711,171.15	6318.2	\$744,800.00	9113	\$343,771.22	6302	\$250,779.78	\$494,020.22	66%
GHHS Streets Project - Putnam Ave (Conner St to Holcomb St) (4)	Smee Builders	5/28/2002	-	2002	6531.97	N/A	\$13,348.00	\$13,348.00	6318.2	\$13,799.62	N/A	\$13,800.00	N/A	\$13,800.00	-\$0.38	0%
Meadowoods, Phase 2 - Newcomb Street PRV Station installed by Developer (5) (9)	Antoine Bechara	10/4/2005	2/20/2007	2006	7690	1037	\$33,746.01	\$33,746.01	6318.2	\$41,072.90	1037	\$56,270.00	1037	\$56,270.24	-\$15,197.34	-37%
Amalene Estates, Phase 1 by Developer (through development to a nearby proposed Well Site)	Nader Development	10/6/2006	-	2006	7690	580	\$14,747.94	\$14,747.94	6318.2	\$17,950.00	580	\$17,950.00	580	\$17,950.00	\$0.00	0%
Beverly Glenn Subdivision (Date Avenue) (5) (9)	Garland Gifford	4/24/2004	-	2004	7016.91	366	\$15,294.00	\$14,040.39	6318.2	\$16,985.32	366	\$20,881.00	336	\$20,881.00	-\$3,895.68	-23%
Granite Heights Subdivision (Conner Street) (5) (9)	Ennis Homes	11/20/2001	-	2005	7309	1320	\$73,000.00	\$73,000.00	6318.2	\$84,447.63	1320	\$32,582.00	1320	\$32,582.00	\$51,865.63	61%
Williams Ranch, Phase 1 by Developer (Westfield Avenue) (5)	Benny Martinez	10/15/2006	-	2006	7690	1182	\$44,388.00	\$44,388.00	6318.2	\$54,025.47	1182	\$79,151.89	1182	\$89,151.89	-\$35,126.42	-65%
Chelsea Glen, Tract 781 Linda Vista Water Main by Developer (5) (9)	Smee Builders	12/31/2004	-	2004	7016.91	2640	\$196,519.70	\$196,519.70	6318.2	\$217,675.03	2647	\$90,193.56	2647	\$90,193.56	\$127,481.47	59%
Gibbon Ave (Indiana St to Jaye St) by Developer of Sierra Meadows Subd.(5)	Halopoff & Sons	3/29/2005	6/7/2005	2004	7016.91	1082	\$69,680.00	\$69,680.00	6318.2	\$77,385.69	2376	\$172,811.23	1082	\$72,194.63	\$5,191.06	7%
F-Gibbons-Main Water Project - Gibbons Ave (F St to Main St)	Halopoff & Sons	3/29/2005	6/7/2005	2004	7016.91	530	\$34,132.00	\$34,132.00	6318.2	\$37,906.55	2376	\$172,811.23	530	\$45,628.00	-\$7,721.45	-20%
F-Gibbons-Main Water Project Main Steel Portion	Smee Builders	12/7/2004	-	2004	7016.91	2640	\$147,000.00	\$76,061.36	6318.2	\$163,256.27	1366	\$38,546.00	1366	\$38,546.00	\$124,710.27	76%
Indiana Street (Brown Ave to Gibbons Ave) by Developer of Sierra Meadows Subd.(5)	Smee Builders	12/7/2004	-	2004	7016.91	N/A	\$67,000.00	\$10,000.00	6318.2	\$74,409.32	N/A	\$10,000.00	N/A	\$10,000.00	\$64,409.32	87%
Indiana St. (Poplar Ditch Crossing) by Developer of Sierra Meadows Subd.(5)	Ennis Homes	12/15/2005	-	2005	7309	1320	\$73,000.00	\$73,000.00	6318.2	\$84,447.63	1320	\$35,315.33	1320	\$35,315.33	\$49,132.30	58%
Westfield Avenue (Westwood St to Lombardi St) by Developer of Williams Ranch (5)	PUSD	12/30/2002	-	2002	6531.97	1320	\$73,500.00	\$73,500.00	6318.2	\$75,986.80	1320	\$75,000.00	1320	\$75,000.00	\$986.80	1%
Prospect St. (Castle Avenue to W. North Grand Avenue) part of Sequoia Middle School (5)	Halopoff & Sons	9/4/2003	1/20/2004	2003	6641.98	2640	\$196,000.00	\$105,053.03	6318.2	\$206,044.14	1415	\$74,927.90	1415	\$74,927.90	\$131,116.24	64%
Jaye St Water Main Project (Brown Ave to Well No. 27)	Smee Builders	5/30/2006	-	2006	7690	2640	\$147,000.00	\$67,987.50	6318.2	\$178,916.46	1221	\$36,825.00	1221	\$36,825.00	\$142,091.46	79%
Jaye St. (Well No. 27 to Gibbons Ave) by Developer of Sierra Meadows Subd.(5)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Project - Gibbon Ave (Jaye St to F St) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - Indiana St. (Scranton Ave to Gibbons Ave) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - Scranton Ave (Newcomb St to Indiana St) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - Scranton Ave (State Route 65 Crossing) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - Scranton Ave (Connect Airport Pipe to Westwood St.) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - Scranton Ave (Westwood Street to Newcomb St) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - West Street (Scranton Ave to Tea Pot Dome) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - Newcomb St (Tea Pot Dome Ave to Scranton Ave) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - Tea Pot Dome Ave. (West St to Newcomb St) (6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airport Inter-Tie Water - Newcomb St (SR 190 to Scranton Ave) (6)	Halopoff & Sons	11/28/2006	12/4/2007	2006	7690	35740	\$1,933,449.00	\$1,968,612.45	6318.2	\$2,352,237.13	36430	\$2,245,353.28	36390	\$2,243,250.08	\$109,987.05	5%
Henderson Ave. Reconstruction (Missing 12" link not shown in the Master Plan)	Halopoff & Sons	6/9/2005	7/18/2006	2005	7309	719	\$35,000.00	\$35,000.00	6318.2	\$40,488.59	1212	\$215,500.11	719	\$82,578.92	-\$42,090.33	-104%
Newcomb Street (Porterville Air Attack Base - Water Main Extension)	Halopoff & Sons	4/27/2000	-	2000	6238.1	1613	\$89,509.00	\$89,509.00	6318.2	\$88,374.24	1613	\$60,312.00	1613	\$60,312.00	\$28,062.24	32%
Newcomb Street (Porterville Air Attack Base - Water Main Extension)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Newcomb Street- Chelsea Way to Linda Vista Avenue (Installed by developer of County Chelsea Glenn Phase II Subdivision) (7)	Mountain Valley	10/15/2006	4/15/2008	2006	7690	932	\$35,000.00	\$35,000.00	6318.2	\$42,599.16	932	\$70,041.25	932	\$70,041.25	-\$27,442.09	-64%
								\$9,226,559.54		\$9,181,137.86				\$9,502,243.90	-\$120,243.29	-3%

Notes:

- (1) Assumed Project ENR to be City Council Award Date
- (2) "All" assumed the total pipe constructed met the MP objectives of the pipes shown on the MP even though it may have taken a different route or was not the same length
- (3) These three MP pipe segments and PRV Station were combined into one project
- (4) These four MP pipe segments were combined into one project
- (5) Pending Reimbursement
- (6) These ten MP pipe segments were combined into one project
- (7) 12" water main extended to a County Subdivision as approved by City Council. Construction of a 12 inch water main and payment of all applicable fees by the developer, in this case, merited the reimbursement of MP facility cost.
- (8) Purchase of property was not a component of the original impact fee calculations. Costs for property purchases are included as part of this analysis, absent the comparison to the Master Plan estimates.
- (9) 2001 Master Plan Estimate is based on the Engineer's Estimate of the improvements constructed and adjusted by the ENR.

City of Porterville
Sewer Capital Improvement Cost

Project Name	Contractor	Project Bid Date	Council Acceptance Date	Project ENR Date (1)	Project ENR	2001 MP Pipe Length (ft)	2001 MP Pipe Cost Estimate (\$)	01MP Estimate of Pipe Constructed In Total Project (\$)	2001 MP ENR	ENR Update of 01 MP Estimate of Pipe Constructed	Actual Length of Pipe Constructed in Total Project (ft)	Cost of Total Project (\$)	Portion of 01MP	Cost of 01MP	Differential Between	
													Pipe or Facility Constructed in Total Project (ft) (6)	Pipe Constructed in Total Project (\$)	Actual Cost & 01MP Cost (\$)	(%)
Pioneer Ave- ext. Mathew St to Newcomb St (2) (4)	Various Developers	7/1/2000	4/4/2006	Jul-00	6238	2640	\$280,000.00	\$275,227.27	6318.2	\$276,445.82	2595	\$46,767.00	2595	\$46,767.00	\$229,678.82	83%
Henderson Ave. Reconstruction	Halopoff & Sons	6/9/2005	7/18/2006	2005	7309	1500	\$159,000.00	\$162,180.00	6318.2	\$183,933.87	4303	\$265,194.76	1530	\$92,340.55	\$91,593.32	50%
Westfield Ave. LS Storage Pipe (Williams Ranch 1) (5)	Ennis Homes	3/1/2005	N/A	2005	7309	0	\$0.00	\$0.00	6318.2	\$0.00	220	\$13,167.00	220	\$13,167.00	-\$13,167.00	0%
Airport Inter-Tie Water & Sewer																
Newcomb St - Hope Dr. to Scranton Ave. (2)	Halopoff & Sons	4/27/2000	10/3/2000	2000	6238.1	2100	\$233,772.00	\$245,571.92	6318.2	\$230,808.32	2206	\$118,459.75	2206	\$118,459.75	\$112,348.57	49%
Newcomb St - Hope Dr., South (2)	Halopoff & Sons	4/27/2000	10/3/2000	2000	6238.1	1320	\$121,895.00	\$164,004.18	6318.2	\$120,349.66	1776	\$61,055.25	1776	\$61,055.25	\$59,294.41	49%
Scranton Ave - Newcomb St to ext of Crystal St.	Halopoff & Sons	11/28/2006	12/4/2007	2006	7690	1320	\$293,885.00	\$611,147.22	6318.2	\$357,692.96	4958	\$555,902.54	2745	\$338,374.06	\$19,318.90	5%
Scranton Ave - ext of Crystal St to Hwy 65	Halopoff & Sons	11/28/2006	12/4/2007	2006	7690	1800	\$166,221.00	\$92,345.00	6318.2	\$202,310.70	1048	\$136,312.46	1000	\$136,312.46	\$65,998.24	33%
								\$1,254,773.00		\$1,371,541.33				\$806,476.07	\$565,065.26	41%
										1371541.33				\$806,476.07		

Notes:

- (1) Assumed Project ENR to be City Council Award Date
- (2) The development of Orchard Ridge Subdivision and Castle Woods Sudivision generated a Mathew Street alignment instead of what was proposed by the Pioneer Avenue western extension from Newcomb St. Cost of this line will be compared to the Pioneer Avenue Segment.
- (3) The Newcomb Street Segment was constructed by the Forest Service for the purpose of providing sewer services to the Air Attack Base at the City of Porterville Municipal Airport.
- (4) Northern portion of the 10" master plan sewer pipe (527 lineal feet) has yet to be formally requested for reimbursement by the developer of Meadow Breeze Phase 2 & 3.
- (5) Developer has yet to formally request a reimbursement for this Sewer Master Plan Facility.
- (6) "All" assumed the total pipe constructed met the MP objectives of the pipes shown on the MP even though it may have taken a different route or was not the same length

City of Porterville
Waste Water Treatment Facility
(WWTF) Capital Improvement Cost

Project Name	Contractor	Project Bld Date	Council Acceptance Date	Project ENR Date	Project ENR (1)	2001 MP Pipe Length (ft)	2001 MP Pipe or Facility Cost Estimate (\$)	01MP Estimate of Pipe or Facility Constructed in Total Project (\$)	2001 MP ENR	ENR Update of 01 MP Estimate of Pipe or Facility Constructed	Actual Length of Pipe Constructed in Total Project (ft)	Cost of Total Project (\$)	Portion of 01MP Pipe Constructed in Total Project (ft)	Cost of 01MP Pipe or Facility Constructed in Total Project (\$)	Differential Between Actual Cost & 01MP Cost (\$) (%)
Underhill Pilot Percolation Ponds	Wood Bros	6/10/2002	11/5/2002	N/A	N/A	N/A	N/A	N/A	N/A	\$325,000.00	N/A	\$311,031.50		\$311,031.50	\$13,968.50 4%
Hunsaker +/- 160 Acre Property Purchase(2)	N/A			N/A	N/A	N/A	N/A	N/A	N/A	\$736,714.00	N/A	\$736,714.00		\$736,714.00	\$0.00 0%
Underhill +/- 160 Acre Property Purchase	N/A			N/A	N/A	N/A	N/A	N/A	N/A	\$736,000.00	N/A	\$736,000.00		\$736,000.00	\$0.00 0%
Monitoring Wells	Bradley & Sons	7/23/2002	12/3/2002	N/A	N/A	N/A	N/A	N/A	N/A	\$45,000.00	N/A	\$122,975.00		\$122,975.00	-\$77,975.00 -173%
Effluent Outfall Delivery System & Percolation Pond Expansion (2)	Nicholas Const	6/15/2006	3/6/2007	N/A	N/A	N/A	N/A	N/A	N/A	\$1,465,796.00	N/A	\$1,362,326.87		\$1,362,326.87	\$103,469.13 7%
WWTF Buried Sludge Removal (2)	Mitch Brown Const.	6/29/2007		N/A	N/A	N/A	N/A	N/A	N/A	\$330,347.00	N/A	\$166,096.40		\$166,096.40	\$164,250.60 50%
Sludge Bed Expansion Project including consultant fees by BSK (2)	Kaweah Const	12/7/2004	10/18/2005	N/A	N/A	N/A	N/A	N/A	N/A	\$757,094.00	N/A	\$785,033.77		\$785,033.77	-\$27,939.77 -4%
Effluent Piping and Land Leveling (2)	Guinn Constr	12/12/2007	9/2/2008	N/A	N/A	N/A	N/A	N/A	N/A	\$1,357,028.75	10,836	\$942,890.16	10,836	\$942,890.16	\$414,138.59 31%
Rd. 216 Effluent Pipeline Modification (2)	Sierra Const	11/19/2009	4/6/2010	N/A	N/A	N/A	N/A	N/A	N/A	\$213,317.50	1,355	\$124,732.50	1,355	\$124,732.50	\$88,585.00 42%
CIEDB Loan Origination Fees	N/A			N/A	N/A	N/A	N/A	N/A	N/A	\$45,526.00	N/A	\$45,526.00		\$45,526.00	\$0.00 0%
Consultant Cost for all CIEDB Funded Projects (2)	Carollo, Roberts Eng., Dee Jasper	2001 to 2009	Various	N/A	N/A	N/A	N/A	N/A	N/A	\$411,634.00	N/A	\$411,634.00		\$411,634.00	\$0.00 0%
								\$0.00			\$6,423,451.25			\$5,744,960.20	\$678,491.05 11%

Notes: (1) Cost Estimates Reflect Project Year - Waste Water Facility Improvements is not a component of the 2001 Sewer Master Plan Capital Improvement Program.
(2) Waste Water Treatment Facility Projects were funded by a California Infrastructure and Economic Bank (CIEDB). Total Loan amount is: \$5,356,000. A small portion of this loan funded maintenance projects within the WWTF.
(3) Waster Water Treatment Facility was expanded in 2000 and funded by a \$15,000,000 COP issuance.

City of Porterville
Storm Drain Capital Improvement Cost
1994 to 2010

Storm Drain Capital Improvement Cost 1994 to 2010																	
Pipe Reach or Facility ID	Project Name	Contractor	Project Bid Date	Council Acceptance Date	Project ENR Date	Project ENR (1)	1994 MP Pipe Length (ft)	1994 MP Pipe or Facility Cost Estimate (\$)	94MP Estimate of Pipe or Facility Constructed In Total Project (\$)	1994 MP ENR	ENR Update of 94 MP Estimate of Pipe Constructed	Actual Length of Pipe Constructed in Total Project (ft)	Cost of Total Project (\$)	Portion of 94MP Pipe Constructed in Total Project (ft) (2)	Cost of 94MP Pipe or Facility Constructed in Total Project (\$)	Differential Between Actual Cost & 94MP Cost (\$)	(%)
Reach Yr01, Yr04, Yr05 & Yr06	Granite Hills High School Project	PUSD	8/14/1996	3/5/2002	1996	5596.94	3604	\$293,575.00	\$293,575.00	5417.89	\$303,277.04	3604	\$298,081.00	3604	\$298,081.00	\$5,196.04	2%
Drainage Reservoir No. 48 (5)	Granite Hills High School Project - Construction of new Reservoir	PUSD	128/1998	2/2/1999	1999	6039.2	N/A	\$147,192.00	\$147,192.00	5417.89	\$164,071.61	N/A	\$258,385.00	N/A	\$258,385.00	-\$94,313.39	-57%
Drainage Reservoir No. 26	Granite Hills High School Project - Enlargement of Ex. Reservoir (5933 cy capacity increase of 82,973 cy required increase)	PUSD	6/27/1996	4/3/2001	1996	5596.94	N/A	\$16,805.00	\$16,805.00	5417.89	\$17,360.37	N/A	\$68,828.92	N/A	\$68,828.92	-\$51,468.55	-296%
Tr01, Tr02, Tr03, 1r13 & 1r14	Granite Hills Streets Project Phase 1 (aka 1&2)	Milch Brown	5/15/2001	4/15/2003	2001	6318.2	2700	\$155,947.00	\$108,469.80	5417.89	\$181,861.27	6227	\$531,789.00	1878	\$205,885.59	-\$24,024.32	-13%
Drainage Reservoir No. 53 - 6.54 acre site (5)	Construct Drainage Reservoir No. 53 (77,730cy of 72,923 cy required)	Milch Brown	5/15/2001	4/15/2003	2001	6318.2	N/A	\$206,553.00	\$206,553.00	5417.89	\$240,876.64	N/A	\$254,885.59	N/A	\$254,885.59	-\$14,008.95	-6%
Drainage Reservoir No. 53 (5) (9)	Purchase of 6.45 ac. Drainage Reservoir No. 53 (Hillcrest-Roby)	-	-	7/26/2001	-	-	-	-	-	-	-	-	\$72,000.00	-	\$72,000.00	\$0.00	0%
Reach Tr04 (5)	Granite Hills Streets Project Phase 2 (aka 3&4)	Milch Brown	7/22/2002	1/20/2004	2002	6531.97	800	\$45,320.00	\$79,479.95	5417.89	\$54,639.15	1403	\$74,869.55	1403	\$74,869.55	-\$20,230.40	-37%
Reach 1r13, 1r14, 1r15, 1r16 & 1r19	Drainage Reservoir No. 10 and Reach 1r Storm Drain Project	Mauldin-Dorfmeier	9/30/1999	6/6/1995	1994	5417.89	2760	\$162,983.00	\$195,343.39	5417.89	\$162,983.00	3308	\$507,784.76	3308	\$507,784.76	-\$344,801.76	-212%
Portion Reach Tr01	By Developer	7/27/1999	8/8/2000	2000	6238.1	318	\$23,780.00	\$23,780.00	5417.89	\$27,380.04	318	\$12,302.36	318	\$12,302.36	\$15,077.68	55%	
Reach Gr27, Gr28, Gr29, & Gr30	Plano Self Storage	Mauldin-Dorfmeier	7/26/2001	1/8/2002	2001	6318.2	2388	\$351,728.00	\$351,728.00	5417.89	\$410,175.89	2388	\$783,430.53	2388	\$783,430.53	-\$373,254.64	-91%
Drainage Reservoir 20 (5) (9)	Grand Avenue Outfall Line	-	-	4/4/2006	-	-	-	-	-	-	-	-	\$124,388.71	-	\$124,388.71	\$0.00	0%
Excavate Drainage Reservoir 20 (5)	Purchase of Drainage Reservoir No. 20 Orchard Ridge Phase 1	By Developer	11/1/1997	4/4/2006	1997	5860.4	N/A	\$70,748.00	\$70,748.00	5417.89	\$76,526.39	N/A	\$105,618.82	N/A	\$105,618.82	-\$29,092.43	-38%
Excavate Drainage Reservoir 20 (5)	Orchard Ridge Phase 1 (25,000cy Ex of 54,063cy capacity)	By Developer	11/1/1997	4/4/2006	1997	5860.4	N/A	\$9,630.50	\$9,630.50	5417.89	\$10,417.08	N/A	\$10,728.23	N/A	\$10,728.23	-\$311.15	-3%
Excavate Drainage Reservoir 20 (5)	Orchard Ridge Phase 2 (3400cy of 54,063cy capacity)	By Developer	6/1/1999	4/4/2006	1999	6039.2	N/A	\$13,794.00	\$13,794.00	5417.89	\$15,375.86	N/A	\$13,946.52	N/A	\$13,946.52	\$1,429.34	9%
Excavate Drainage Reservoir 20 (5)	Orchard Ridge Phase 3 (4870cy of 54,063cy capacity)	By Developer	11/2000	4/4/2006	2000	6238.1	N/A	\$6,897.00	\$6,897.00	5417.89	\$7,941.13	N/A	\$7,069.18	N/A	\$7,069.18	\$871.95	11%
Excavate Drainage Reservoir 20 (5)	Orchard Ridge Phase 4 (2435cy of 54,063cy capacity)	By Developer	6/1/2000	4/4/2006	2000	6238.1	N/A	\$24,359.00	\$24,359.00	5417.89	\$28,046.69	N/A	\$16,395.44	N/A	\$16,395.44	\$11,651.25	42%
Excavate Drainage Reservoir 20 (5)	Orchard Ridge Phase 5 (8600cy of 54,063cy capacity)	By Developer	6/1/2000	4/4/2006	2000	6238.1	N/A	\$74,098.20	\$58,802.70	5417.89	\$85,315.87	1038	\$49,954.04	1038	\$49,954.04	\$35,361.83	41%
Portion of Reach Cr01 (5)	Orchard Ridge Phase 5	By Developer	6/1/2000	4/4/2006	2000	6238.1	1308	\$10,055.35	\$10,055.35	5417.89	\$14,272.28	N/A	\$4,587.64	N/A	\$4,587.64	\$9,684.64	68%
Excavate Drainage Reservoir 20 (5)	Orchard Ridge Phase 6 (3550cy of 54,063cy capacity)	By Developer	9/21/2001	4/4/2006	2006	7690	N/A	\$99,137.21	\$99,137.21	5417.89	\$140,712.56	N/A	\$17,091.33	N/A	\$17,091.33	\$123,621.23	88%
Excavate Drainage Reservoir 20 (5)	Orchard Ridge Phase 6 (35000cy of 54,063cy capacity)	By Developer	11/28/2001	4/4/2006	2006	7690	N/A	\$10,081.15	\$10,081.15	5417.89	\$12,154.14	531	\$22,513.25	531	\$22,513.25	-\$10,359.11	-85%
Portion of Reach Cr01 (5)	Orchard Ridge Phase 8 & 9	By Developer	8/1/2001	1/8/2002	2001	6318.2	860	\$48,719.00	\$50,021.95	5417.89	\$56,814.81	883	\$41,093.54	883	\$41,093.54	\$15,721.27	28%
Reach Sr25 & Sr26	River Springs Phase 2	By Developer	11/28/1994	1994	5417.89	830	\$62,067.40	\$62,067.40	5417.89	\$62,067.40	\$62,067.40	830	\$39,387.00	830	\$39,387.00	\$22,680.40	37%
Portion of Reach Jr30	New Horizons, Phase 1 Subdivision (4)	By Developer	10/12/1995	1995	5431.55	1057	\$79,042.46	\$79,042.46	5417.89	\$79,241.75	1057	\$54,714.00	1057	\$54,714.00	\$24,527.75	31%	
Portion of Reach Jr30 & Jr31	New Horizons, Phase 2 Subdivision (4)	By Developer	10/3/2000	1995	5431.22	1320	\$113,663.00	\$111,595.40	5417.89	\$113,942.65	1296	\$111,875.00	1296	\$111,875.00	\$2,067.65	2%	
Portion of Reach Jr30	Springville Apartment Complex (Low Income Housing Project) (4)	By Developer	-	10/3/2000	-	-	-	-	-	-	-	-	\$169,201.00	-	\$169,201.00	\$0.00	0%
Drainage Reservoir No. 55 (9)	New Expressions, Phase 2 Subdivision - Purchase Property	-	-	-	-	-	-	-	-	-	-	-	\$50,830.00	N/A	\$50,830.00	-\$19,498.42	-62%
Misc Improvement to DR No. 55 (5)	New Expressions, Phase 2 Subdivision - Construction (4) (7)	By Developer	9/1/2001	2001	6318.2	371	\$27,743.38	\$27,743.38	5417.89	\$32,353.60	371	\$22,833.25	371	\$22,833.25	\$9,520.35	29%	
Portion of Jr31 (5)	New Expressions, Phase 2 Subdivision - Construction (4)	By Developer	9/1/2001	2001	6318.2	371	\$27,743.38	\$27,743.38	5417.89	\$32,353.60	371	\$22,833.25	371	\$22,833.25	\$9,520.35	29%	
Reach Or38	Williams Ranch Phase 1 (4)	By Developer	2/14/2002	2005	7309	820	\$46,453.00	\$51,381.55	5417.89	\$62,667.38	907	\$33,126.33	907	\$33,126.33	\$29,541.05	47%	
Reach Or26	Williams Ranch Phase 2 (4)	By Developer	7/17/2004	2006	7690	1320	\$80,760.00	\$98,013.27	5417.89	\$114,628.46	1602	\$80,252.50	1602	\$80,252.50	\$34,375.96	30%	
Portion of Reach Kr09	Meadowoods Phase 1	By Developer	4/2/2001	2/19/2002	2001	6318.2	80	\$4,532.00	\$4,532.00	5417.89	\$5,285.10	80	\$12,250.46	80	\$12,250.46	-\$6,965.36	-132%
Reach Kr09	Madisyn Est/Moorea Manor (4)	By Developer	11/28/2005	2005	7309	660	\$37,389.00	\$36,709.20	5417.89	\$50,439.60	648	\$38,910.00	648	\$38,910.00	\$11,529.60	23%	
Reach Kr19	Holy Cross Church	By Developer	9/23/2004	7/5/2005	2005	7309	1800	\$101,970.00	\$97,268.05	5417.89	\$137,562.54	1717	\$190,177.60	1717	\$190,177.60	-\$52,615.06	-38%
Not a Part of Original MP	Purchase of Drainage Reservoir (Dennis Reservoir on S. Indiana St.)	-	-	2/7/2006	-	-	-	-	-	-	-	-	\$77,000.00	-	\$77,000.00	\$0.00	0%
Portions of Reach Ar31a & Ar34a	West Street Industrial Park	Halopoff & Sons	7/10/2007	9/2/2008	2007	7942	1551	\$236,540.00	\$236,540.00	5417.89	\$346,740.28	2861	\$479,307.23	1551	\$283,417.68	\$63,322.60	18%
Modified Reach Route (5)	Henderson Ave. Reconstruction	Halopoff & Sons	6/9/2005	7/18/2006	2005	7309	2872	\$208,020.00	\$208,020.00	7309	\$208,020.00	2872	\$171,193.83	2872	\$171,193.83	\$36,827.00	18%
Reach Hr02 & Hr03	Sunrise Villa Phases 2 & 3	By Developer	5/1/2008	8/19/2008	2008	8126	2670	\$151,256.00	\$133,467.84	5417.89	\$226,860.69	2356	\$345,148.60	2356	\$345,148.60	-\$118,287.91	-52%
Reach Jr12a	Riverwalk Market Place Commercial Center	By Developer	7/24/2007	4/15/2008	2007	7942	1360	\$77,045.00	\$213,913.18	5417.89	\$112,939.06	3776	\$454,380.00	3776	\$454,380.00	-\$341,440.94	-302%
Reach Hr06 & Hr07	Henderson Ave. Storm Drain Project	Halopoff & Sons	6/5/2008	11/18/2008	2008	8126	2328	\$131,881.00	\$131,881.00	5417.89	\$197,801.17	2328	\$312,331.10	2328	\$312,331.10	-\$114,529.93	-58%
Reach Kr09	Newcomb Street Trench Patch (6) (8)	99 Pipeline	9/4/2008	12/16/2008	2008	8126	660	\$18,015.00	\$18,015.00	5417.89	\$27,019.72	660	\$32,278.70	660	\$32,278.70	-\$5,258.98	-19%
									\$3,313,510.74			\$3,819,102.79					
Notes: (1) Assumed Project ENR to be City Council Award Date. (2) "All" assumed the total pipe constructed met the MP objectives of the pipes shown on the MP even though it may have taken a different route or was not the same length. (3) Alternate location for MP Drainage Reservoir No. 53 (4) Pending Reimbursement. Actual construction cost based on Engineer's Estimate provided before start of construction. (5) Modified Reach Route or Facility Location. (6) City contract to trench patch a master plan storm drain pipeline related to a foreclosed development known as Madisyn Est./Moorea Manor. (7) 94 Master Plan Estimate is based on the Engineer's Estimate of the improvements constructed and adjusted by the ENR. (8) Trench Patch 94 Estimate is based on City of Porterville projects constructed during the year of 1994 (\$4.70/sf) (9) Purchase of property was not a component of the original impact fee calculations. Costs for property purchases are included as part of this analysis, absent the comparison to the Master Plan estimates																	
\$3,819,102.79																	
\$5,429,146.22																	



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Renewal of Airport Lease Agreement - Lot 37

SOURCE: Finance

COMMENT: Mr. Chris Freeman and Mrs. Connie Hulsey are the current leaseholders of Lot 37 at the Porterville Municipal Airport. The lease expires on May 31, 2015. We have received a request from Mr. Freeman and Mrs. Hulsey dated March 9, 2015, to renew their lease for a period of ten (10) years. This lot is approximately 4,200 square feet in area and will rent for a rate of \$0.293 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on June 1, 2015, and expire on May 31, 2025.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mr. Chris Freeman and Mrs. Connie Hulsey for Lot 37 at the Porterville Municipal Airport.

ATTACHMENTS:

1. Locator Map
2. Letter from Mr. Freeman and Mrs. Hulsey requesting renewal
3. Lease Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

47

A	B	C	34	D	E	F
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50

33

32A

B C

31C

31A

31B

30B

30A1

30A2

30A3



March 9, 2015

Dear Janie Rodriguez and Porterville City Council,

My brother, Chris Freeman and I, Connie Hulsey, would like to renew our Lease Agreement for Lot 37 at the Porterville Airport. We appreciate very much your time and consideration in this matter.

Sincerely,
Connie Hulsey and Chris Freeman

Please renew for the standard lease of 10 years.

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of June, 2015, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Chris Freeman and Connie Hulsey, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 37 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2015, both parties having executed the same, and shall terminate on May 31, 2025, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee

appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.293 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 4,200 square feet of land area, said rental rate will be \$1,230.60 annually, or \$102.55 per month, payable in advance.

Beginning January 1, 2016, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any

and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee’s operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee’s use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee’s improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, gender, sexual orientation, ancestry, disability, age, religion or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected

to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, gender, sexual orientation, ancestry, disability, age, religion or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Chris Freeman
Connie Hulsey
32874 Highway 190
Springville, CA 93265

To the City: Airport Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties

hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction

that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this

Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed of the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully

perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Milt Stowe, Mayor

By: Chris Freeman
Chris Freeman

By: Connie Hulsey
Connie Hulsey

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Authorization to Refinance Section 108 Government Guaranteed Participation Certificates Series HUD 2004-A

SOURCE: Finance

COMMENT: In March of 2004, the City of Porterville entered into a Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended. The principal amount of the note (Series 2004-A) was \$3,885,000 with a 20-year term maturing in August 2023 and interest rates ranging from 2.42% to 6.13%. The Section 108 loan funded the construction of the Heritage Community Center.

Most recently, the U.S. Department of Housing and Urban Development (HUD) notified the City of an opportunity to opt into a refinancing of the Series 2004-A note in a Section 108 public offering scheduled for May 28, 2015. The Series 2004-A note has an outstanding balance of \$2,352,000. Based on current estimates, the net savings for the City would be approximately \$361,378 for the remainder of the term of the note. Issuance costs are estimated to be approximately \$11,760 which may be funded by CDBG funds. The terms of the new promissory note will remain exactly the same as the existing note. The principal payment schedule will remain the same and the security provisions of the existing note will apply to the new note. Projected interest rates on the new note will range from 0.35% to 2.49%. Final maturity will remain the same, August of 2023.

Debt service payments on the Section 108 loan are made annually from the City's CDBG entitlement allocation. Savings from the refinancing will provide more funds for the various CDBG programs.

RECOMMENDATION: That City Council approve the resolution authorizing the refinancing of the Section 108 HUD Series 2004-A note and authorize the Mayor to execute all documents necessary to accomplish the transaction.

ATTACHMENTS:

1. Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Development Act of 1974, as Amended, 42 U.S.C. §5308
2. HUD Fixed Rate Note for Series 2015-A Certificates
3. Draft Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER
SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT
OF 1974, AS AMENDED, 42 U.S.C. §5308**

For Series HUD 2015-A Certificates

This Contract for Loan Guarantee Assistance ("Contract") is entered into by the City of Porterville, California, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-03-MC-06-0032, in the Aggregate Principal Amount of \$2,352,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is one of multiple Contracts under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on _____. Such Aggregate Principal Amount will be paid or credited to the account of the Borrower pursuant hereto, and all such amounts are collectively referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

- A. **The Note.** The Note is payable to the Trustee as Registered Holder. On the Public Offering Date, it is expected that trust certificates backed by the Note and similar notes issued by other Section 108 borrowers, denominated "Section 108 Government Guaranteed Participation Certificates Series HUD 2015-A," will be purchased for a purchase price of the full Aggregate Principal Amounts thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Public Offering Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall be the interest rate inserted on the Public Offering Date in Schedule P&I of the Note for the

Principal Amount of corresponding maturity. The Note shall be effective as an obligation of the Borrower only upon its delivery by the Secretary to the Fiscal Agent/Trustee and sale to the Underwriters at the closing on the Public Offering Date. The Borrower authorizes the Secretary to deliver the Note, together with the Secretary's Guarantee thereof, to the Fiscal Agent/Trustee as of such closing on the Public Offering Date, in accordance with the Fiscal Agency/Trust Agreements. After the Public Offering Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts.

- B. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements.
- C. **Prior Contracts.** As of the date of the Secretary's Guarantee of the Note, this Contract supersedes any prior Contract for Loan Guarantee Assistance entered into between the parties with respect to the Guaranteed Loan Funds, the terms of the Secretary's Guarantee, and any other matter covered by this Contract, provided that any such prior contract continues to govern any action taken by the Borrower or the Secretary pursuant thereto and prior to the Secretary's Guarantee of the Note (except for the provisions of paragraph 4 of this Contract) , and further provided that this Contract does not supersede such prior contract with respect to any note having the same note number other than the promissory note identified in paragraph 15(a). Notwithstanding the preceding sentence, if such prior contract contained provisions for security or other Borrower-specific terms for the benefit of the Secretary or to ensure program compliance in addition to the security identified in paragraphs 5(a), 5(b), 5(d), or 5(e) hereof, which security or other Borrower-specific terms may be generally set forth or incorporated in paragraph 5(c) (and any related provisions incorporated in paragraph 12) of such prior contract, or may be set forth in paragraph 15 or any succeeding paragraphs (including related provisions incorporated in paragraph 12) of such prior contract or any Attachment thereto, such additional security provisions or other Borrower-specific terms of the prior contract are hereby incorporated in this Contract and shall be deemed a part hereof.

PART II**1. Receipt, Deposit and Use of Guaranteed Loan Funds.**

(a) Except for fees and charges deducted on the Public Offering Date pursuant to paragraph 4(a) by the Fiscal Agent/Trustee, or funds used to pay off any interim note refinanced by the Note, the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable custodial account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Account" (**Attachment 1**) and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.)

The Borrower shall make withdrawals from said account only for payment of the costs of Section 108 activities approved by HUD, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after N/A, or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the

Guaranteed Loan Funds in Government Obligations. Such Letter Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by N/A. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with a written statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account, until such Accounts are fully disbursed.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, in each case as elected by the Secretary in his sole discretion.

2. **Payments Due on Note.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under

this Contract, the Secretary will cancel and return the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(d) of this Contract.
4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering, such payment shall either be made by wire transfer to the Trustee on the day prior to the Public Offering Date or shall be deducted from the Guaranteed Loan Funds on the Public Offering Date.

(b) The Borrower shall submit to the Secretary not later than twelve (12) Business Days prior to the Public Offering Date applicable to the Note, this executed Contract, the executed Note, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR §570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically required by this Contract (e.g., paragraph 5(c), or paragraph 15, *et seq.*), at the time required thereby.

(c) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because the Borrower withdraws from the

offering within ten Business Days of the Public Offering Date, or if the Borrower fails for any reason timely to submit in acceptable form any document required by this Contract (including paragraph 4(b)) to be submitted before the Public Offering Date. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(d) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds or other security pledged, as may be augmented by Borrower-specific terms for the benefit of the Secretary, pursuant to paragraphs C, 5, or 15, *et seq.*, of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a)(or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.

(c) Other security as described in paragraph 15, *et seq.*, or incorporated herein by paragraph C hereof, as applicable.

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on receipt in a separate identifiable custodial account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Account" (**Attachment I**) and shall be maintained for such

pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, any balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with a written statement showing the balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and a statement identifying the obligations and their assignments in the Loan Repayment Investment Account, for any month in which there are funds in such Accounts.

- (c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, in each case as elected by the Secretary in his sole discretion.
7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.
8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.
9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower

under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.

10. **Defeasance.** For purposes of this Contract, the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

"Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of \$100,000,000.

11. **Default.**

(a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:

(i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act. Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may (i) continue to make payments due on the Note, (ii) make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section B of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's

financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) With respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law, to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon confirmed receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7180
Washington, DC 20410

Borrower:

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements and this Contract shall be limited to the sources of security pledged in paragraphs C, 5, or any Special Conditions of or Modifications to this Contract, as applicable. Neither the general credit nor the taxing power of the Borrower, or of the State in which the Borrower is located, is pledged for any

payment due under the Note, the Contract, or the Fiscal Agency/Trust Agreements.

14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on _____ under the Funding Approval for grant number B-03-MC-06-0032 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.

15. **Special Conditions and Modifications:**

- (a) The Guaranteed Loan Funds shall be used only to pay principal amounts due or payable on or after August 1, 2015, under that certain promissory note issued by the Borrower and identified as Note Number B-03-MC-06-0032, Series 2004-A. The Guaranteed Loan Funds shall be deposited in a defeasance account established with the Trustee pursuant to the Contract for Loan Guarantee Assistance executed in connection with the issuance of such promissory note. The Borrower agrees to pay to the Trustee moneys in an amount equal to the amount of the interest to become due on such promissory note on August 1, 2015 for deposit in such defeasance account. Such payment shall be in addition to any payment required under paragraph 4(a) of this Contract and shall be made by wire transfer to the Trustee on the day prior to the Public Offering Date. In addition to the Secretary's rights under paragraph 9 of this Contract, the Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under this paragraph 15(a), if such payment has not been timely made by the Borrower.
- (b) Additional Grounds for Default. Notice of Default. Restriction of Pledged Grants. Availability of Other Remedial Actions.
- (i) The Borrower acknowledges and agrees that the Secretary's guarantee of the Note is made in reliance upon the availability of grants pledged pursuant to paragraph 5(a) (individually, a "Pledged Grant" and, collectively, the "Pledged Grants") in any Federal fiscal year subsequent to the Federal fiscal year ending September 30, 2014 to: (A) pay when due the payments to become due on the Note, or (B) defease (or, if permitted, prepay) the full amount outstanding on the Note. The Borrower further acknowledges and agrees that if the Secretary (in the Secretary's sole

discretion) determines that Pledged Grants are unlikely to be available for either of such purposes, such determination shall be a permissible basis for any of the actions specified in paragraphs (ii) and (iii) below (without notice or hearing, which the Borrower expressly waives).

- (ii) Upon written notice from the Secretary to the Borrower at the address specified in paragraph 12(f) above that the Secretary (in the Secretary's sole discretion) has determined that Pledged Grants are unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above (such notice being hereinafter referred to as the "Notice of Impaired Security"), the Secretary may limit the availability of Pledged Grants by withholding amounts at the time a Pledged Grant is approved or by disapproving payment requests (drawdowns) submitted with respect to Pledged Grants.
- (iii) If after 60 days from the Notice of Impaired Security the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are still unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above, the Secretary may declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph (iii) shall not affect the right of the Secretary to declare the Note and/or this Contract in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.
- (iv) All notices and submissions provided for hereunder shall be submitted as directed in paragraph 12(f) above.

[Rest of Page Intentionally Left Blank]

THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective upon delivery of the Note and Guarantee as of the Public Offering Date (except that paragraphs 4 and 15(a) hereof shall be effective when this Contract is executed on behalf of the Borrower and delivered to the Secretary).

The City of Porterville, CA
BORROWER

BY:

(Signature)

(Name)

(Title)

(Date)

**SECRETARY OF HOUSING AND URBAN
DEVELOPMENT**

BY:

(Signature)

Marion Mollegen McFadden
(Name)

Deputy Assistant Secretary
for Grant Programs
(Title)

(Date)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Fixed Rate Note for Series 2015-A Certificates

BORROWER: The City of Porterville, CA

NOTE NO. B-03-MC-06-0032

REGISTERED HOLDER:
THE BANK OF NEW YORK MELLON

DATE:

AGGREGATE PRINCIPAL
AMOUNT: \$2,352,000

For value received, the undersigned, the City of Porterville (the "Borrower," which term includes any successors or assigns), a public entity or agency organized and existing under the laws of the State (or Commonwealth, if applicable) of California, promises to pay to the order of THE BANK OF NEW YORK MELLON, as Registered Holder (the "Holder," which term includes any successors or assigns), the Principal Amounts set forth on the attached Schedule P&I as of each applicable Principal Due Date set forth therein, together with interest on such unpaid Principal Amounts at the rates applicable thereto as specified on such attached Schedule P&I. Interest shall be calculated and payments shall be made in the manner set forth below. The Holder is acting hereunder on behalf of a trust (the "Trust") created pursuant to a Trust Agreement by and between the Secretary of Housing and Urban Development (the "Secretary") and Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), as trustee (the "Trustee"), dated as of January 1, 1995, as amended (the "Trust Agreement"), as supplemented by the applicable Supplement to the Trust Agreement, by and between the Secretary and the Trustee.

A. Principal and Interest

Interest on a Principal Amount of this Note that is due as of a given date specified on the Schedule P&I attached hereto (such date, the "Principal Due Date" for such Principal Amount) shall accrue at the per annum rate specified on such Schedule P&I from (and including) the date hereof to (but excluding) such Principal Due Date or, if applicable, to the applicable Interest Due Date on which an Optional Redemption (as defined below) occurs. The aggregate of the interest amounts accrued on the entire unpaid Principal Amount of this Note shall be due semiannually as of February 1 and August 1 of each year (each, an "Interest Due Date"), commencing on August 1, 2015, until the Aggregate Principal Amount listed on the Schedule P&I attached to this Note is paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

B. Optional Redemption

Certain Principal Amounts indicated as being eligible for Optional Redemption on the Schedule P&I hereto may be paid, in whole or in part, at the option of the Borrower as of any Interest Due Date on or after the date specified in such Schedule (an "Optional Redemption"). In order to elect an Optional Redemption of a redeemable Principal Amount, the Borrower shall give notice of its intention to redeem a Principal Amount to the Trustee and the Secretary not less than 60 days nor more than 90 days prior to the Interest Due Date as of which the Borrower intends to redeem the Principal Amount. The Trustee shall apply any payments received in respect of Optional Redemptions in accordance with written instructions of the Borrower, as approved by the Secretary. Principal Amounts that are not indicated as being eligible for Optional Redemption on such Schedule may not be prepaid.

C. Additional Definitions

For purposes of this Note, the following terms shall be defined as follows:

"Business Day" shall mean a day on which banking institutions in New York, New York, are not required or authorized to remain closed and on which the Federal Reserve Bank and the New York Stock Exchange are not closed. If any payment (including a payment by the Secretary) is required to be made on a day that is not a Business Day, then payment shall be made on the next Business Day.

"Contract" shall mean the Contract for Loan Guarantee Assistance, and any amendments thereto, between the Secretary and the Borrower, the designated public entity named therein (if applicable), or the State named therein (if applicable), which refers to and incorporates this Note by the number hereof.

D. Borrower's Timely Payment to Trustee

Notwithstanding anything contained in this Note, the Borrower, in accordance with the Contract, shall be required to make all payments of interest and principal, including any Optional Redemption payments, directly to the Trustee on the seventh Business Day prior to the appropriate Interest Due Date, Principal Due Date or date of Optional Redemption, as applicable.

E. Interest on Late Payments

If a payment of principal or interest herein provided for has not been duly received by the Holder from either the Borrower or the Secretary by the close of business on the applicable Interest Due Date or Principal Due Date, interest shall accrue on the amount of such payment at the applicable interest rate or rates payable on this Note, from the relevant due date until the date such payment is made. Nothing in the immediately preceding sentence shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

F. Applicability of Fiscal Agency Agreement and Trust Agreement

This Note and payments made hereunder shall be administered pursuant to the terms of the Trust Agreement and are subject to such agreement. The terms and provisions of the Trust Agreement, insofar as they affect the rights, duties and obligations of the Holder and/or the Borrower, are hereby incorporated herein and form a part of this Note. Capitalized terms not defined in this Note shall have the meanings ascribed to them in Trust Agreement. The Amended and Restated Master Fiscal Agency Agreement dated as of May 17, 2000, between the Secretary and The Bank of New York Mellon (successor to The Chase Manhattan Bank and JPMorgan Chase Bank, N.A.), as Fiscal Agent (the "Fiscal Agency Agreement") provides for The Bank of New York Mellon, acting as Fiscal Agent to perform certain duties, including the duties of registrar for this Note until this Note is canceled or a new registrar appointed in accordance with the Fiscal Agency Agreement. The Trust Agreement provides for the Trustee to perform certain duties, including the duties of paying agent and collection agent for this Note until a new Trustee is appointed in accordance with the Trust Agreement. This Note may be surrendered to the Fiscal Agent for registration of transfer or exchange, as provided in the Fiscal Agency Agreement. The Fiscal Agent and the Trustee shall permit reasonable inspection to be made of a copy of the Fiscal Agency Agreement or Trust Agreement kept on file at its corporate trust office. Neither the Fiscal Agency Agreement nor the Trust Agreement shall change the Borrower's payment obligations under this Note.

G. Applicability of Contract and Secretary's Guarantee

This Note evidences indebtedness incurred pursuant to and in accordance with the Contract and pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5308) (the "HCD Act"). This Note is subject to the terms and provisions of the Contract, to which Contract reference is hereby made for a statement of said terms and provisions and for a description of the collateral security for this Note. The payment of principal on the applicable Principal Due Dates and of interest on the applicable Interest Due Dates under this Note is unconditionally guaranteed by the Secretary to the Holder through a guarantee (the "Guarantee"). Execution of the Secretary's Guarantee is required before this Note is effective, and such Guarantee shall be issued pursuant to and in accordance with the terms of the Contract and Section 108 of the HCD Act.

H. Default

A default under this Note shall occur upon failure by the Borrower to pay principal or interest on this Note when due to the Trustee hereunder. On any Interest Due Date on or after the first permissible Optional Redemption Date, if either (i) a Borrower defaults on the payment of any interest or Principal Amount when due or (ii) the Secretary gives notice of a final decision to declare the Borrower in default pursuant to the following paragraph, then the Secretary may, but is not obligated to, make an acceleration payment to the Trustee equal to the unpaid Aggregate Principal Amount of the Note, together with accrued and unpaid interest thereon to such Interest Due Date. The Secretary shall give notice of such payment on the fourteenth Business Day preceding such Interest Due Date and shall make such payment on the seventh Business Day preceding such Interest Due Date. In the event that any such acceleration payment is made from

sources other than funds pledged by the Borrower as security under the Contract (or other Borrower funds), the amounts paid on behalf of the Borrower shall be deemed to be immediately due and payable to the Secretary. Nothing in this paragraph shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

In addition, the Secretary may declare the Borrower in default under this Note if the Secretary makes a final decision in accordance with the provisions of 24 CFR § 570.913 (or any successor regulation thereof), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with Title I of the HCD Act. Following the giving of such reasonable notice, the Secretary may take the remedial actions specified as available in the relevant provisions of the Contract pending the Secretary's final decision.

I. Holder's Reliance on Guarantee

Following a default by the Borrower under the terms of this Note, the Holder agrees to rely wholly and exclusively for repayment of this Note upon the Guarantee. The enforcement of any instruments or agreements securing or otherwise related to this Note shall be the sole responsibility of the Secretary, and the Holder shall not be responsible for the preparation, contents or administration of such instruments and agreements, or for any actions taken in connection with such instruments and agreement. The Holder, to the extent it is legally able to do so, shall bind or cause to be bound its successors and assigns to all limitations imposed upon the Holder by this Note.

J. Amendment

This Note may only be amended with the prior written consent of the Secretary and the Borrower. No such amendment shall reduce, without the prior written consent of the Holder of this Note, in any manner the amount of, or delay the timing of, payments required to be received on this Note by the Holder or Trustee, including Guarantee Payments.

K. Waivers

The Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. The Borrower hereby waives notice of default and opportunity for hearing for any failure to make a payment when due.

L. Delivery and Effective Date

This Note is deemed issued, executed, and delivered on behalf of the Borrower by its authorized official as an obligation guaranteed by the Secretary pursuant to Section 108 of the HCD Act, effective as of the date of the Secretary's Guarantee.

M. Borrower Specific Provisions

Proceeds of this Note shall be used solely for the purpose of refinancing, through defeasance, funds advanced under previous Note(s) having the same Note number.

[Remainder of Page Intentionally Left Blank]

THE UNDERSIGNED, as an authorized official of the Borrower, has executed and delivered this Note.

The City of Porterville, CA

BORROWER

BY:

(Signature)

(Name)

(Title)

SCHEDULE P&INote No. B-03-MC-06-0032

Principal Amount	Principal Due Date	Interest Rate*	Optional Redemption Available	
			YES	NO
\$ 219,000	August 1, 2015			X
\$ 234,000	August 1, 2016			X
\$ 251,000	August 1, 2017			X
\$ 268,000	August 1, 2018			X
\$ 285,000	August 1, 2019			X
\$ 273,000	August 1, 2020			X
\$ 273,000	August 1, 2021			X
\$ 273,000	August 1, 2022			X
\$ 276,000	August 1, 2023			X
\$	August 1, 2024			X
\$	August 1, 2025		X	
\$	August 1, 2026		X	
\$	August 1, 2027		X	
\$	August 1, 2028		X	
\$	August 1, 2029		X	
\$	August 1, 2030		X	
\$	August 1, 2031		X	
\$	August 1, 2032		X	
\$	August 1, 2033		X	
\$	August 1, 2034		X	

\$2,352,000 = Aggregate Principal Amount

Principal Amounts due on or after August 1, 2025, for which Optional Redemption is available may be redeemed, subject to the terms contained herein and in the Trust Agreement, on any Interest Due Date on or after August 1, 2024.

*The fixed rate applicable to each Principal Amount shall be listed by the Secretary.

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
FOR LOAN GUARANTEE ASSISTANCE BETWEEN THE CITY AND
THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO
REFINANCE THE SECTION 108 HUD SERIES 2004-A NOTES

WHEREAS: The City of Porterville entered into a Contract for Loan Guarantee Assistance under Section 108 with the United States Department of Housing and Urban Development HUD) in March of 2004 to fund the construction of the Heritage Community Center; and

WHEREAS: HUD is issuing a public offering of trust certificates guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended, scheduled for May 28, 2015, which gives the City an opportunity to refinance the outstanding balance of the Series 2004-A notes; and

WHEREAS: The City of Porterville stands to save a substantial amount of money with the refinancing of the Series 2004-A notes and the terms of the new note will remain the same as the existing note; and

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the refinancing of the Section 108 HUD Series 2004-A notes and enter into a new Contract for Loan Guarantee Assistance under the Section 108 of the Housing and Community Development Act of 1974, as amended, and authorize the Mayor to execute all the necessary documents under this Contract.

PASSED, APPROVED AND ADOPTED this 21st day of April 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Authorization for the Establishment and Maintenance of Investment Accounts with Multi-Bank Securities, Inc. and Pershing LLC

SOURCE: Finance

COMMENT: The City of Porterville has maintained an account with Multi-Bank Securities, Inc. (MBS) since July of 2010. MBS is an institutional fixed-income securities broker/dealer registered with the Financial Industry Regulatory Authority (FINRA) and the U.S. Securities and Exchange Commission. Pershing, LLC is the clearing firm for MBS.

The City's Finance Department has been purchasing Agency Securities and negotiable Certificates of Deposit (CDs) through MBS. Recently, MBS developed and designed 'eConnectDirect', an online platform to support the needs of the institutional client looking to create or enhance their bond or CD portfolio. eConnectDirect delivers the necessary tools to manage and transact across thousands of fixed-income assets and to assist in actively monitoring insurance coverage of federally insured CDs.

MBS is offering to waive the licensing fees for the City to use eConnectDirect but they require a resolution by the City Council to establish and maintain the account and name the authorized person to act for and on behalf of the City of Porterville. Staff has previewed a demonstration of eConnectDirect and is convinced that it would be a great tool in the management of the City's investment portfolio. With easy navigation, it provides consolidated portfolio management tools and reporting, access to third-party bank ratings, portfolio analytics, etc.

RECOMMENDATION: That the City Council approve the attached Resolution authorizing the Finance Director to establish and maintain an account with Multi-Bank Securities, Inc. and Pershing, LLC.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE ESTABLISHMENT AND MAINTENANCE OF
ACCOUNTS WITH MULTI-BANK SECURITIES, INC. AND PERSHING, LLC

WHEREAS: The City of Porterville Investment Policy adopted and reaffirmed April 18, 2006, by City Council Resolution No. 53-2006, sets forth guidelines for portfolio management practices; and

WHEREAS: Periodically, certain financial institutions being utilized for the investment and/or management of City funds require that the City provide a resolution naming the authorized person(s) for the City; and

WHEREAS: Multi-Bank Securities, Inc. and their clearing firm, Pershing, LLC, are both registered as securities broker/dealer with the Securities and Exchange Commission and the Financial Industry Regulatory Authority; and

WHEREAS: The City currently has an account with Multi-Bank Securities, Inc. and occasionally purchases investments through them.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the establishment and maintenance of accounts with Multi-Bank Securities, Inc. and Pershing, LLC.

FURTHER RESOLVED, that Maria Bemis, Director of Finance, is authorized and empowered, for and on behalf of the City of Porterville, to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the "Brokers") and Pershing LLC, its successors or assigns, for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with cash transactions in securities.

FURTHER RESOLVED, that the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the City directly.

FURTHER RESOLVED, that the Brokers may rely upon a certified copy of the resolution, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the City or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolution.

FURTHER RESOLVED, that in the event of change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the person therefore authorized, and to empower the persons thereby substituted.

FURTHER RESOLVED, that the Authorized Person of the City be, and hereby is, authorized and empowered to countersign items as aforesaid.

FURTHER RESOLVED, that the foregoing resolution and certificate actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

PASSED, APPROVED AND ADOPTED this 21st day of April 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Approval for Community Civic Event - Greater Porterville Council of Senior Citizens and Rollin Relics - Rollin Relics Car Show - May 9, 2015

SOURCE: Finance

COMMENT: Greater Porterville Senior Council and the Rollin' Relics Car Club are requesting approval to hold a car show on Saturday, May 9, 2015, from 7:00 a.m. to 3:00 p.m., at Veterans' Park. The Rollin' Relics Car Club is asking for the ability to park cars, along with vendor booths, on the grassy area between the playground at Newcomb Street and Henderson Avenue.

This request is made under Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all the departments involved. The requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Greater Porterville Senior Council and the Rollin' Relics Car Club, subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit and Certificate of Liability Insurance

Appropriated/Funded: MB

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257

559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us

Ins. 4-3-15



(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

DO YOU HAVE? Event Flyer? Yes E-mail address? Website? Rollin Relics car club

Application date: April 2, 2015 Event date: May 9, 2015

Event time: 7:00am - 3:00pm

Name of Event: Rollin Relics Car Show

BL# 00005

Sponsoring organization: Rollin Relics Phone # 310-0861

Address: 555 Brandy Way Porterville

Authorized representative: Don Bader Phone # 310-0861

Address: Same as above

Event chairperson: Mike Siegel Phone # 310-7136

Jim Gozzo 789 0120

Location of event Veterans Park

(Location map must be attached)

Type of event: Car Show

Non-profit organization status: EIN # 46-3207624
(IRS Determination) Greater Porterville Council of Senior Citizens EIN 94-2824118

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

Barricades (quantity): No 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

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir.	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

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 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 prior to the City of Porterville Council's approval.** *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 one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

 Authorized Representative Initials

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.**

 Authorized Representative Initials

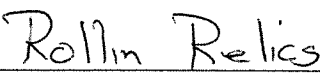
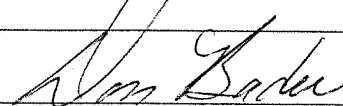
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health 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.

 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.

 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.

		
(Name of Organization)	(Signature)	(Date)

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

Location: Veterans Park Event date: May 9, 2015 Event time: 7-3pm

[illegible]

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: Car Show

Sponsoring organization: Rollin Relies

Event date: May 9, 2015 Hours: 7-3pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>

No closures

Requirements for Community Civic Event

Greater Porterville Senior Council And Rollin' Relics Car Club

Rollin' Relics Car Show

May 9, 2015

Finance Director:

M. Bemis

Deputy Public Works Director:

M. Reed

No comments.

Community Development Manager:

J. Phillips

No comments.

Deputy Public Works Director:

B. Styles

No comments.

Fire Chief:

G. Irish

No comments.

Parks and Leisure Services Director:

D. Moore

Be cognizant of sprinkler heads and other appurtenances in the park while driving on the grass. Vehicles should use park trail as much as possible while driving in and out of park.

Police Captain:

J. Hall

Please see Conditions/Requirements in Exhibit B.

Administrative Services Director:

P. Hildreth

Risk Management requires that the sponsor require participants to sign waiver releasing the City of Porterville from any liability.

Requirements for Community Civic Event

Sponsor: Greater Porterville Senior Council and Rollin' Relics Car Club
Event: Rollin' Relics Car Show
Event Chairman: Mike Siegel
Location: Veterans' Park
Date of Event: May 9, 2015

RISK MANAGEMENT: Conditions of Approval

That the Rollin' Relics Car Club provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 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 Permittee's operation and sponsorship of the aforementioned Community Civic Event

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), 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.
- A. 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

APPLICATION FOR COMMUNITY CIVIC EVENT

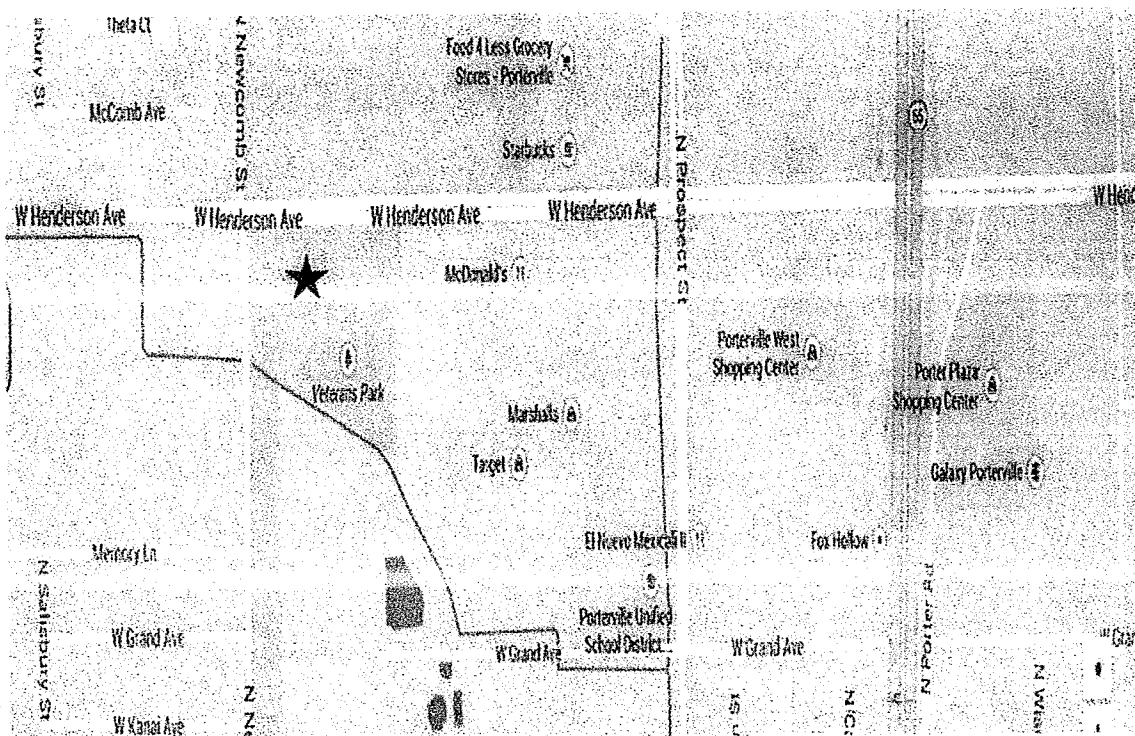
Proposed Event:

Rolling Relics Car Show, May 9, 2015

Staff Comments: Conditions/Requirements by Police Department

- No street closures have been requested or approved. All street closures require City Council approval well in advance of the event.
- No procession has been mentioned, but participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede vehicular or pedestrian traffic or generally interfere with the normal flow of traffic.
- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event.
- Amplified music or sound shall not continue beyond 9:00 p.m..
- Event organizers shall contact Porterville Police OIC Mark Azevedo well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Sergeant Carrillo can be contacted at 559-782-7400.

John Hall / Captain
Porterville Police Department



Name _____ Phone: _____
 Address: _____ City: _____ Zip: _____
 Vehicle Year: _____ Make: _____ Model: _____
 Motorcycle: _____ Stock: _____ Custom: _____
 Club Affiliation: _____
 Shirt Size: S _____ M _____ L _____ XL _____ 2XL _____ 3XL _____
 Signature of Applicant: _____ Date: _____

Make checks payable to: Rollin' Relics Car Show
 1454 W. Thurman Ave Porterville, CA 93257

Liability: In consideration of the acceptance of the right to participate and by execution of this entry form, entrants & participants release and discharge the sponsors and the City of Porterville of any and all damages, injuries & or loss. For more information, please call Mike Siegel at (559) 310-7136 or Jim Gozzo at (559) 789-0120
 Or email Mike Siegel at: 79redexpress@att.net

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: Don Bader
555 Brandy Way Porterville
- 2 Address where amplification equipment is to be used: Veterans Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Same as above
- 4 Type of event for which amplification equipment will be used: Mike + Speakers like last year
- 5 Dates and hours of operation of amplification equipment: 9 - 2:30pm
- 6 A general description of the sound amplifying equipment to be used: Mike + Speakers like last year

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,

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.

Don Bader
Signature of Applicant

3/10/15
Date

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

[Signature]
City of Porterville, Chief of Police/Designee

4/10/15
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2015

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 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 Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: PHONE (A/C, No, Ext): (800) 922-4050 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Rollin' Relics Car Club 555 Brandy Way Porterville CA 93257	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 471 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	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			3602SS386871-2	3/13/2015	3/13/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	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)
Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Rollin' Relics Car Club Car Show to be held at Veterans Park on 5/9/2015.

CERTIFICATE HOLDER

City of Porterville 291 N. Main Street 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
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY
OR SUBDIVISION OR POLITICAL SUBDIVISION -
PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

All States or Political Subdivisions-Issuing such permits to the Insured

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

Section II - Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Approval for Community Civic Event - Comision Honorifica Mexicana-Americana, Inc. - Cinco De Mayo Parade and Fiesta - May 2 - 3 , 2015

SOURCE: Finance

COMMENT: The Comision Honorifica Mexicana-Americana, Inc. is requesting approval to hold their annual Cinco De Mayo Parade on Saturday, May 2, 2015, along Main Street from 7:00 a.m. to 1:00 p.m. A Cinco De Mayo Fiesta is scheduled for Sunday, May 3, 2015, from 1:00 p.m. to 7:00 p.m. at Veterans' Park with entertainment, food and information booths. The following street closures are requested for the parade:

PARADE ROUTE:

Main Street from Morton Avenue to Vine Avenue;
Harrison Avenue, Thurman Avenue, Cleveland Street, Putnam Avenue, Mill Avenue, Oak Avenue, and Garden Avenue between the East Alley and West Alley;
Second Street from Olive Avenue to Garden Avenue; and
Olive Avenue from Hockett Avenue to Third Street.

The application has been submitted under the Community Civic Event Ordinance No. 1326, as amended. It has been routed according to the ordinance regulations and reviewed by all the departments involved. The requirements are listed on the attached copy of the Community Civic Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the Comision Honorifica Mexicana-Americana, Inc., subject to the restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Maps, Outside Amplifier Permit, and Certificate of Insurance.

Appropriated/Funded: MB

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 4/14/15 Event date: May 2nd 2015 Parade
Event time: May 3rd Fiesta
Name of Event: Cinco De Mayo Parade

Sponsoring organization: Comission Honoritika Mexicana Phone # _____
Address: Americana
Authorized representative: Luis Mendoza Phone # 559 756 6794
Address: 487 E. Putnam Ave
Event chairperson: Luis Mendoza Phone # 756 6794

Location of event Main Street Porterville - Vet's Park
(Location map must be attached)

Type of event: Parade and Fiesta - Parade on Sat. fiesta on Sunday @ Veterans Park w/ music, kids rides
Non-profit organization status: 501 c-3

(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): X 50 Street sweeping Yes X No _____
Police protection Yes X No _____ Refuse pickup Yes X No _____
Other: COP Sponsorship

Parks facility application required: Yes X No _____ Attached _____
Assembly permit required: Yes X No X Attached _____

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny	
_____	_____	Bus. Lic. Spvr. _____
_____	_____	Pub. Works Dir _____
_____	_____	Comm. Dev. Dir. _____
_____	_____	Field Svcs. Mgr. _____
_____	_____	Fire Chief _____
_____	_____	Parks Dir. _____
_____	_____	Police Chief _____
_____	_____	Admin. Svcs. Dir. _____

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 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 prior to the City of Porterville Council's approval.** *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 one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

 Authorized Representative Initials

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.**

 Authorized Representative Initials

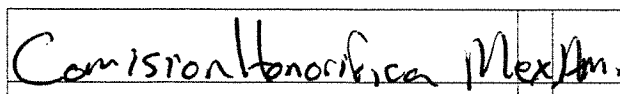
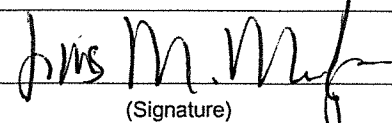
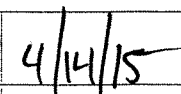
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health 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.

 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.

 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.

		
(Name of Organization)	(Signature)	(Date)

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

Location: Veterans Park Event date: 5/13/15 Event time: 1-7pm

[illegible]

3 of 4

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: Cinco de Mayo Parade

Sponsoring organization: Comision Honorifica Mex. Am.

Event date: 5/12/15 Hours: 7 AM to 1 pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main St	Morton Ave	Vine Ave	Parade
Second St.	Olive Ave	Garden Ave	Parade
Olive Ave	Hockett St.	Third St	
Harrison	W. Alley	E. Alley	
Thurman	"	"	
Cleveland	"	"	
Plutnam	E. Alley	"	
Oak	"	"	
Mill	"	"	
Garden	"	"	
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>

Requirements for Community Civic Event

Comision Honorifica Mexicana-Americana, Inc.

Cinco De Mayo Parade and Fiesta

MAY 2 - 3, 2015

Finance Director:

M. Bemis

Deputy Public Works Director:

M. Reed

Approved.

Community Development Manager:

J. Phillips

Deputy Public Works Director:

B. Styles

City sponsored parade. City crews will place and remove barricades, provide trash removal and street sweeping.

Fire Chief:

G. Irish

No comment.

Parks & Leisure Services Director:

D. Moore

Public to remain out of Main St. planters.
Vehicles unloading and loading to remain on path.
No parking in the park per City Ordinance.

Police Captain:

J. Hall

Please see proposed conditions/requirements on Exhibit B.

Administrative Services Director:

P. Hildreth

See attached Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Comision Honorifica Mexicana-Americana, Inc.
Event: Cinco De Mayo Festivities
Event Chairman: Luis Mendoza
Location: Parade - Main Street from Morton Avenue to Olive Avenue including the closure of select cross-streets and parallel streets. Fiesta – Veteran's Park.
Date of Event: May 2, 2015 and May 3, 2015

RISK MANAGEMENT: Conditions of Approval

1. The use of sidewalks for any purpose other than to allow for the free-flow of pedestrian traffic is prohibited within a ten (10) ft. radius of all walk-up Automated Teller Machines (ATM), and the minimum clear sidewalk width for pedestrian traffic at all other locations is five (5) feet.
2. That the Comision Honorifica Mexicana-Americana, Inc., provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.
 - a. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), 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
Community Civic Event Application

CINCO DE MAYO PARADE/CELEBRATION ¥ MAY 2 & 3, 2015

Proposed Conditions/Requirements/Parade 5-2-15:

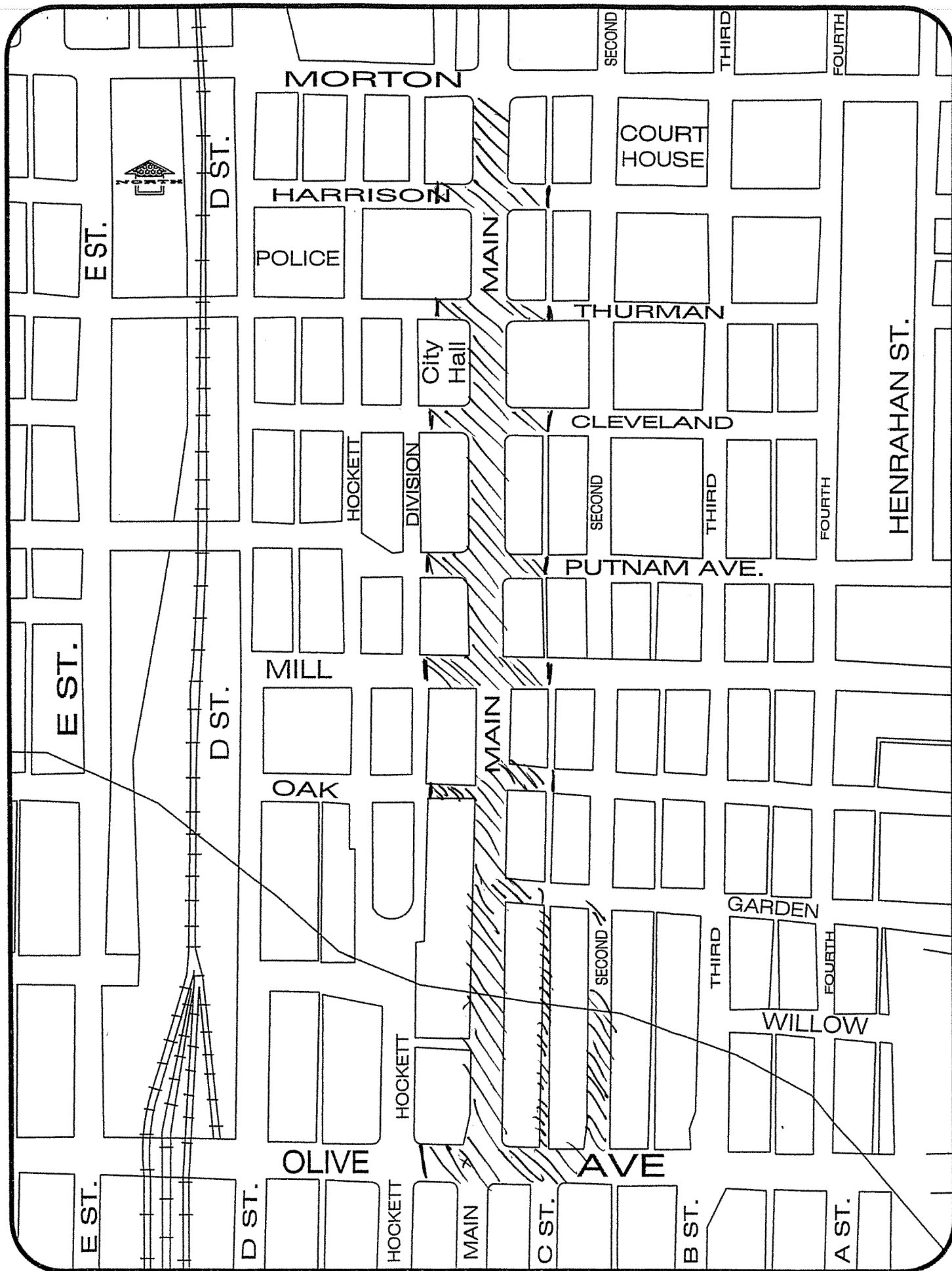
- City Council approval is required for all street closures.
- Ensure highly visible and adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Cinco de Mayo Planning Committee should meet with street vendors to coordinate rules regarding their activities, such as:
 - Staying off the parade route and crossing in front of floats or groups
 - Shall not sell silly string, snap caps or party poppers (pursuant to City Ordinance)
- Food vendors should be situated where they do not block the sidewalk.
- Throwing candy or any substances/objects from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- At the conclusion of the event, all barricades shall be promptly removed and equipment shall be cleared so as to avoid interfering with vehicular or pedestrian travel.
- Event organizers shall contact OIC Mark Azevedo (Porterville Police Department) no less than 30 days prior to the event in order to coordinate parade route postings and necessary police involvement. OIC Azevedo can be contacted at 559-782-7408/559-782-7400.

Proposed Conditions/Requirements/Celebration 5-3-15:

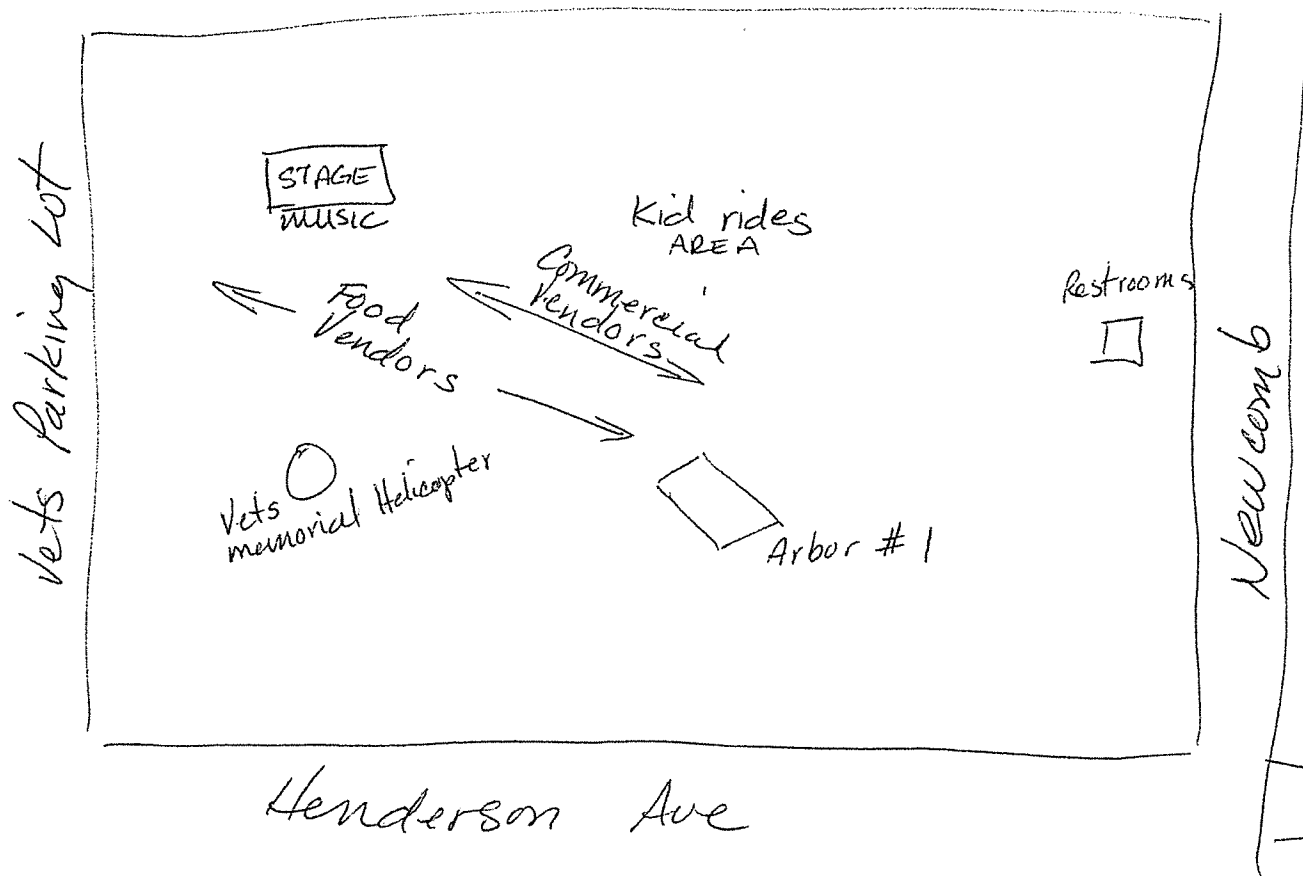
- City Council approval is required for all street/sidewalk closures.
- Participants must not interfere with the normal flow of pedestrian/vehicular traffic.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.

- Consumption of alcohol by participants, attendees, organizers at the event is strictly prohibited.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.
- Event organizers shall contact OIC Mark Azevedo (Porterville Police Department) no less than 30 days prior to the event in order to coordinate police involvement. OIC Azevedo can be contacted at 559-782-7408/559-782-7400.
- .

John Hall, Captain
Porterville Police Department



Fiesta on 5/3/14



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: OLA Raza Luis M. Mendoza
487 E. Putnam Ave. Porterville
- 2 Address where amplification equipment is to be used: OLA Raza Downtown Porterville & Park ^{Veterans}
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Ateneoamerica t.v.
- 4 Type of event for which amplification equipment will be used: Parade and Fiesta
- 5 Dates and hours of operation of amplification equipment: 5/2/15 @ Parade 7A-1pm
5/3/14 @ Veterans Park 12pm-7pm
- 6 A general description of the sound amplifying equipment to be used: Microphone Speakers
PA System

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,

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

(Ord. Code § 6311)

Section 18-14

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

Penal Code Section 415 (2)

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

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

[Signature]
Signature of Applicant

4/3/15
Date

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

[Signature]
City of Porterville, Chief of Police/Designee

4/14/15
Date



COMIS-1

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2015

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 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 Turner & Associates 61 S. Main Street Porterville, CA 93257 House account	CONTACT NAME: House account PHONE (A/C, No, Ext): 559-784-5113 FAX (A/C, No): 559-784-8367 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Comision Honorifica P.O. Box 2043 Porterville, CA 93258	NAIC #

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		2015-10594-NPO	02/22/2015	02/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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)

As respects to the Cinco De Mayo Parade been held on May 2, 2015 & Fiesta helled on May 3, 2015.
Certificate holder is name as additional insured per the attached form CG2026 7/04.

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville Redevelopment Agency Attn: Anita 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 <i>Mayra Hernandez</i>
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations. →

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Amendment to Employee Pay and Benefit Plan -- Porterville Peace Officers Association

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Porterville Peace Officers Association ("PPOA"). City representatives and PPOA have reached an agreement, and a written Memorandum of Understanding (MOU) has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents as are necessarily known to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council approve the draft resolution amending the Employee Pay and Benefit Plan.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded: JR

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
FOR THE PORTERVILLE PEACE OFFICERS ASSOCIATION

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Porterville Peace Officers Association ("PPOA") for the period from July 1, 2014, until June 30, 2015, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan, for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

Twelve months, from July 1, 2014 through June 30, 2015.

II. SALARIES

Effective the pay-period beginning April 16, 2015, PPOA employees shall receive a two percent (2%) salary increase.

III. ONE TIME OFF SCHEDULE PAYMENT

Effective April 16, 2015, concurrent with the implementation of PPOA employees' contribution towards healthcare coverage, PPOA employees shall receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary.

IV. EMPLOYEE HEALTH BENEFIT CONTRIBUTIONS

Effective April 16, 2015, PPOA employees shall contribute two percent (2%) of the employees' base salary towards PPOA employees' own medical coverage on the City's health plan.

Effective April 16, 2015, contribution rates for PPOA employees' dental and vision coverage, and contribution rates for PPOA dependents' medical, dental and vision coverage shall be increased as set out in the Exhibit A of Attachment 1.

V. EMPLOYEE HEALTH BENEFIT AMENDMENTS

The City shall implement changes to the healthcare benefit of PPOA employees as set forth in Attachment 1 and Exhibits. Said changes may be subject to minor modification, to the benefit of the employees, as and when all City bargaining units approve them. Further, said changes to the employees' healthcare benefit shall not become effective until such time as all bargaining units approve same.

VI. OCCUPATIONAL INJURY AND ILLNESS

Effective April 16, 2015, or as soon thereafter as possible, the Workers Compensation benefit provided by the City to PPOA employees shall be modified to provide no additional benefits other than those required by applicable state law. This item is separate and apart from any Carve-Out negotiations and/or agreement.

VII. UNIFORM ALLOWANCE

Effective December 1, 2015, the Uniform Allowance for PPOA employees shall be increased from \$900 to \$1,100 per year. Said allowance shall apply to both "uniformed" and "non-uniformed" personnel and said schedule will no longer differentiate between the two.

VIII. SPECIALTY PAY

The Pay Structure for Special Assignments shall be amended as follows:

- 7.5% K-9 (for the purposes of caring for the animal)
- 7.5% Detective (due to on-call requirement)
- 5% MAIT (due to call-out requirement)
- 5% SWAT/HNT (due to call-out requirement)

The 7.5% currently in place for the Motorcycle Unit Assignment shall be phased out. Those PPOA employees currently receiving said pay shall be “grandfathered,” for the duration of the assignment to the Motorcycle Unit. The Motorcycle Unit specialty pay cannot be “stacked” with other specialty pay identified above. In the event a PPOA employee is assigned to more than one specialty assignment, stacking is permitted, with a 10% cap, except for concurrent assignments to SWAT/HNT and MAIT.

IX. TAKE-HOME CITY VEHICLES

Effective April 16, 2015, or as soon thereafter as possible, PPOA employees assigned to K-9 duty shall be eligible for a take-home vehicle, provided said employee resides within 40 miles of the Porterville Police Department located at 350 North ‘D’ Street.

X. COURT TRAVEL TIME

Effective April 16, 2015, travel time for PPOA employees to and from Court shall be compensable from Porterville to Visalia Court and from Visalia to Porterville Court at the rate of time and one-half, not to exceed one hour.

XI. VACATION SELL-BACK

Subject to IRS regulations, PPOA employees with at least five years of peace officer service with the City of Porterville shall have the opportunity to sell back up to forty (40) hours of vacation time provided a balance of at least forty (40) hours remains on account after said sellback. Said sellback shall occur once per year, during the second pay period of October. In the event of a catastrophic event of a PPOA employee, the Chief of Police may authorize a sellback to said employee at any time during the fiscal year.

XII. SURVEY

The City and PPOA are in agreement that the City shall conduct a survey of mutually agreed-upon regional public agencies for the purposes of being competitive in the recruitment and retention of peace officers. The parameters for said survey and any associated salary increases shall be negotiated during the 2015/2016 negotiations. The City shall commence undertaking the survey upon reaching an agreement with PPOA as to its parameters.

XIII. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

All other terms and conditions previously negotiated shall remain in full force and effect. Each of the previously agreed upon terms and conditions shall be set out in a comprehensive Memorandum of Understanding.

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

PASSED, APPROVED AND ADOPTED this 21st day of April, 2015.

Milt Stowe, Mayor

ATTEST:
John Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



HEALTHCARE BENEFIT AMENDMENTS

Effective January 1, 2015, or as soon thereafter as possible, the City of Porterville ("City") proposes to amend the Employees' Healthcare benefits as follows:

1. An orthodontic benefit shall be added to the City's dental plan. Said benefit shall be for children up to age 19 only, and will have a lifetime maximum benefit of \$1,000 per child.
2. Dental implants shall be added as a covered benefit to the City's dental plan. The plan's current maximum limits shall apply to said covered benefit.
3. Progressive and transitional lenses shall be added as a covered benefit to the City's vision plan. All current maximum limits shall apply to said benefit.
4. Deductible rates for medical coverage (not including dental and vision) will increase from \$150 to \$175 for individual; and from \$300 to \$350 for family.
5. Dependent rate tier structure for medical coverage, and contribution rates for medical, dental and vision coverage shall be amended as set forth in the attached Exhibit A.
6. Co-insurance rates for out-of-network providers shall be increased from 20% to 30%. In-network rates shall remain at 20%.
7. Generic prescriptions shall be mandatory, unless specifically requested otherwise by the treating physician.
8. Mail order for all maintenance medication shall be encouraged.
9. The City shall make available Flexible Spending Accounts ("FSA") including a Healthcare FSA and Dependent Care FSA.
10. The City's Fitness Incentive Program shall be amended to eliminate quarterly fitness incentive testing. Instead, Employees who participate in the voluntary program shall receive incentive pay for verifiable healthy lifestyle choices. Eligible activities shall include verifiable regular physical exercise, completion of a certified weight loss or nutrition program, and completion of a certified smoking cessation program. The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed activities. The proposed program is more specifically set out in attached Exhibit B.

Proposed Medical Contribution Rates and New Tier Structure
All Bargaining Units
MOU 2014 - 2015

4/8/2015

MEDICAL

CURRENT MONTHLY	PROPOSED MONTHLY	
2011-Present		
Employee Only	\$0 Employee Only	2% of base salary
Plus 1	\$150 Plus Spouse	\$170
Plus 2 or more	\$230 Plus Child/children	\$160
	Plus Spouse & Child/Children	\$250
2005 - 2011		
Employee Only	\$0	
Plus 1	\$150	
Plus 2 or more	\$230	
1995 - 2005		
Employee Only	\$0	
Plus 1	\$150	
Plus 2 or more	\$230	

DENTAL

CURRENT MONTHLY	PROPOSED MONTHLY	
1995 - Present		
Employee Only	\$0 Employee Only	\$0
Plus 1	\$18.66 Plus Spouse	\$21.00
Plus 2 or more	\$25.55 Plus Child/children	\$27.00
	Plus Spouse & Child/Children	\$30

VISION

CURRENT MONTHLY	PROPOSED MONTHLY	
1995 - Present		
Employee Only	\$0 Employee Only	\$0
Plus 1	\$8.18 Plus Spouse	\$11.00
Plus 2 or more	\$19.03 Plus Child/children	\$9.00
	Plus Spouse & Child/Children	\$20

EXHIBIT A

REGULAR PHYSICAL EXERCISE

Monthly Incentive Rates

	"Good"	"Excellent"	"Superior"
Monthly Workouts	10-13 times	14-17 times	18 or more
Incentive Pay	\$30	\$40	\$50

- 1 A maximum of one workout per day shall be eligible. Further, eligible workouts must last at least one hour in duration and should include cardio exercise.
- 2 To be eligible, workouts must be verifiable (i.e. sign in/out sheets at City fitness facilities witnessed/signed by HR staff or employee supervisor; or printout provided from professional third-party gym/fitness membership/classes.)
- 3 To be eligible, participants must submit their completed workout logs (forms to be provided by HR) to HR by the 10th day of each month for the prior month. Incentive pay shall be disbursed to participants on a quarterly basis. Forms submitted after the 10th day, or not containing the appropriate supervisor/HR sign-off or verified third-party gym/class printout shall not be eligible.
- 4 Employees who knowingly sign and/or submit inaccurate/fraudulent sign in/out sheets or workout logs shall be prohibited from participating in the Regular Physical Exercise program for one year from the date of discovery. The Risk Manager maintains the right to make such a determination.

SMOKING CESSATION PROGRAM

Incentive Rate	A one-time payment of up to \$200
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Participating employees shall be eligible for a one time incentive payment up to \$200 for completion of a certified smoking cessation class which shall be pre-approved by the Risk Manager. Proof of completion must be provided to receive payment.

WEIGHT LOSS & NUTRITION PROGRAM

Incentive Rate	Two payments of up to \$50 per Calendar Year
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Participating employees shall be eligible for up to two payments of \$50 each per year for completion of a certified weight loss or nutrition program, which shall be pre-approved by the Risk Manager. Proof of completion must be provided to receive payment.

The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed programs.



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Zone Change from RM-3 (High Density Residential) to CG (General and Service Commercial) at 61 W. North Avenue

SOURCE: Community Development

BACKGROUND:

COMMENT: On March 5, 2015, the applicant, Shirley Ensom, submitted an application to the Project Review Committee (PRC) to request a Zone Change from RM-3 (High Density Residential) to CG (General and Service Commercial) for a 0.34± acre parcel (APN 252-155-004) located at 61 W. North Avenue. The subject site is currently developed with an existing 6,200 sq. ft. single story commercial structure.

During the City of Porterville's 2008 General Plan Update, the land use classification was designated as CG (General and Service Commercial). The subsequent Development Ordinance in 2010 identified the subject zoning to be RM-3 (High Density Residential). The paint store operated as a legal-nonconforming use between March, 2008, until they vacated late 2012. It was during this time that the property owner became aware of the zoning on the subject property and proceeded with the requested zone change from RM-3 (High Density Residential) to CG (General & Service Commercial). Due to the pre-existing conditions and unique circumstances in this case, the applicant was not charged for this proposed Zone Change.

For over 40 years, the property has been operating as a commercial use. In the past, the building was occupied for a variety of uses such as a racquetball club and a Wilshire Paint store. Currently, the building is occupied by Porterville Cheer Academy as a legal-nonconforming use.

ANALYSIS: **PROJECT LOCATION:** The project is located in northeastern Porterville, on the south side of W. North Avenue; within Section 26, Township 21 South, Range 27 East, M.D.B.&M., Porterville USGS 7.5 minute quadrangle. The project site is a 0.34± acre parcel (APN 252-155-004).

SPECIFIC REQUEST: The project proposes a zone change for a 0.44± acre parcel from RM-3 (High Density Residential) to CG (General and Service Commercial).

GENERAL PLAN: The subject site is designated on the General Plan land use

diagram as General and Service Commercial.

CURRENT ZONING: RM-3 (High Density Residential)

PROPOSED ZONING: CG (General and Service Commercial)

PRESENT USE: The subject site is already developed with a 6,200 sq. ft. commercial building, improved with parking. North Avenue has existing curb, gutter and sidewalks, improved streets and infrastructure.

SURROUNDING LAND USE AND ZONING:

North: The Oak Pit restaurant, zoned CG (General and Service Commercial)

South: Apartments, zoned RM-3 (High Density Residential)

East: Up Town Physique, zoned CG (General and Service Commercial)

West: Single family residences, zoned RM-3 (High Density Residential)

The proposed zone change to CG (General and Service Commercial) on the subject site is consistent with the development standards for the CG zoning district. The CG zone is intended to provide for retail and service uses that meet local and regional demand and will advance the goals and objectives of and is consistent with the policies of the General Plan. The building was designed and intended to accommodate commercial type uses without the need for modification.

It is not anticipated that this zone change would have a negative impact on the surrounding properties or the environmental, as it does not include a development component and the property consists of an existing structure.

ENVIRONMENTAL REVIEW:

On March 12, 2015, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation (CEQA Guidelines), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

RECOMMENDATION:

That the City Council:

1. Conduct a Public Hearing to receive input regarding the proposed zone change; and
2. Approve the draft Ordinance, give first reading and order the Ordinance to print.

ATTACHMENTS:

1. Locator Map
2. Zoning Map/ Proposed Zoning Map
3. Photo of Existing Structure
4. Draft Ordinance

Appropriated/Funded:

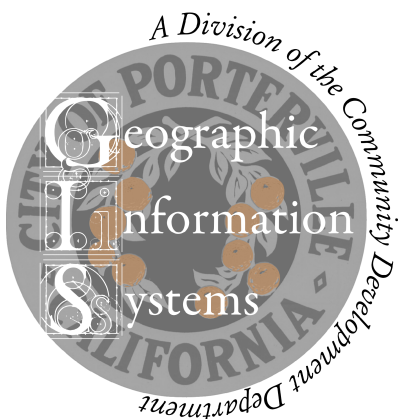
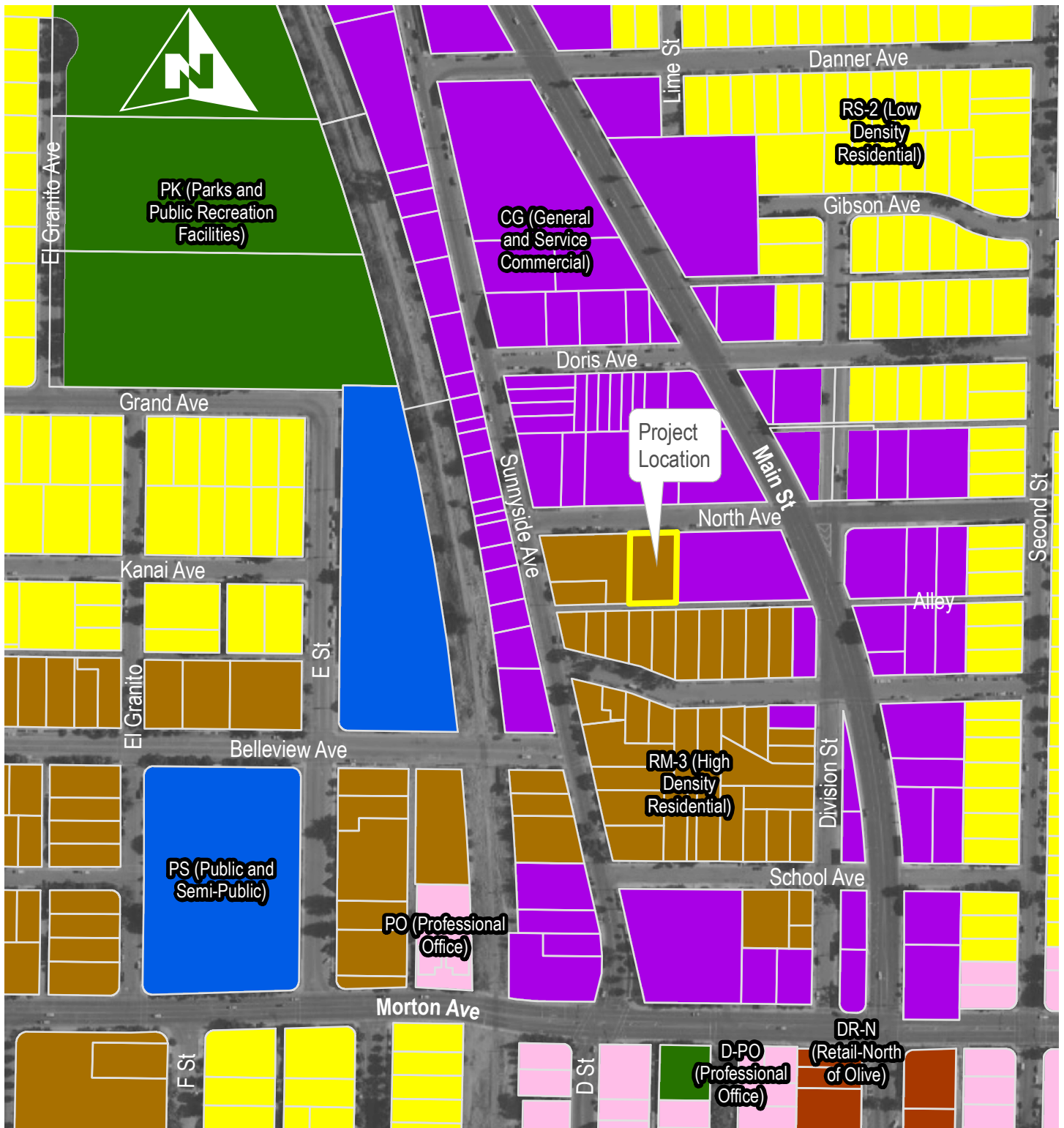
Item No. 1.

Review By:

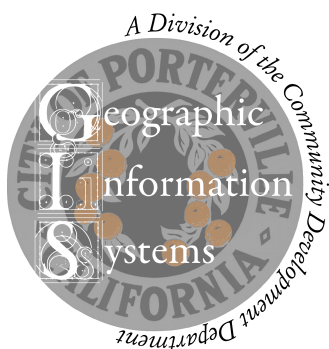
Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



APN 252-155-004
 61 W North Ave
 Project Zoning Map
 1" = 300 ft.



PRC 2015-002
Zone Change @ 61 W North Ave
Zoning Map
1" = 300 ft.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING ZONE CHANGE (PRC 2015-002-Z) FROM RM-3 (HIGH DENSITY
RESIDENTIAL) TO CG (GENERAL AND SERVICE COMMERCIAL)
AT 61 W. NORTH AVENUE

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 21, 2015, conducted a public hearing to consider and approve findings for Zone Change (PRC 2015-002-Z), being a change of zone from RM-3 (High Density Residential) to CG (General and Service Commercial) for the property located at 61 W. North Avenue; and

WHEREAS: The City Council of the City of Porterville determined that the proposed zone change (PRC 2015-002-Z) is consistent with the guiding and implementation policies of the adopted 2030 General Plan; and

WHEREAS: On March 12, 2015, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation (CEQA Guidelines), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

WHEREAS: The City Council made the following findings that the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted.

- a. The project supports and complies with the following General Plan guiding policies:
LU-G-1: Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.
ED-G-2: Retain, improve, and promote existing business in Porterville and foster local start-up businesses.
ED-G-5: Retain existing local businesses and foster local start-ups.
- b. The subject zone change will not create any environmental impacts on the adjacent neighborhood since it will not include a development component, as the property consists of an existing commercial building.
- c. The location of the existing building and proposed zoning of General and Service Commercial will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does ordain as follows:

Section 1: That the following described property in the city of Porterville, County of

Tulare, State of California, known as Zone Change PRC 2015-002-Z, is hereby rezoned from RM-3 (High Density Residential) to CG (General and Service Commercial), pursuant to Section 3 below, for the parcel described herein as Assessor Parcel Number 252-155-004 located at 61 W. North Avenue; and

Section 2: It is further ordained that all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show the above described real property is rezoned from RM-3 (High Density Residential) to CG (General and Service Commercial) for the parcel described above, more particularly shown on the attached map as Exhibit "A"; and

Section 3: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

PASSED, APPROVED AND ADOPTED this 21st day of April 2015.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Consideration of Requiring a Street Maintenance Assessment be Included in the Approval of New Residential Subdivisions

SOURCE: City Manager's Office

COMMENT: At its meeting on March 17, 2015, Mayor Stowe requested, and the City Council approved, the scheduling of consideration of requiring a street maintenance assessment be included in the approval of new residential subdivisions. Due to the late hour of the April 7th meeting, the matter was continued by the Council until the April 21st meeting.

At its meeting on September 3, 2013, the City Council considered the adoption of a street maintenance assessment as part of its adoption of the City's Development Ordinance. Although not legally authorized by the Landscape and Lighting Act of 1972 to be included in a Landscape Maintenance District (LMD), the Benefit Assessment Act of 1982 does allow the City to establish a specific benefit assessment for street maintenance, which the fee establishment proceedings can be combined pursuant to Proposition 218. The City Council acted to not include a street maintenance assessment as a component of the adopted Development Ordinance.

At the meeting, staff presented two examples of residential subdivisions (Meadowoods Estates and Westwood Estates) indicating that an annual street maintenance assessment of approximately \$100 would provide for the subdivisions to receive an overlay treatment approximately every twenty (20) years.

There have been a couple of preliminary subdivision maps recently proposed to the City which, if a street maintenance assessment is to be required, the Development Ordinance would need to be amended to include a street maintenance assessment prior to the maps being considered by the City Council as tentative subdivision maps.

RECOMMENDATION: That the City Council consider amending the City's Development Ordinance to require a street maintenance assessment be included in the approval of new residential subdivisions.

ATTACHMENTS: 1. September 3, 2013 City Council Staff Report

Appropriated/Funded: MB

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

CITY COUNCIL AGENDA: SEPTEMBER 03, 2013

SCHEDULED MATTER

SUBJECT: ASSESSMENT DISTRICTS

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION
PUBLIC WORKS DEPARTMENT- ENGINEERING DIVISION
PARKS AND LEISURE SERVICES DEPARTMENT

PROJECT LOCATION: CITYWIDE

SPECIFIC REQUEST: On August 20, 2013, staff requested that the City Council provide further direction on the future use of Assessment Districts that may include Lighting and Landscape Maintenance Districts and/or Benefit Assessment Districts, and the use thereof for infrastructure, pocket parks, and frontage improvements benefitting the assessed properties within a given district. Staff presented four "Tiers" that explained different levels of assessment districts and potential costs associated with those assessments. Council directed staff to 1) focus efforts on the Tier 1 option while adding a road benefit assessment and 2) determine whether street maintenance is an authorized improvement under the Landscape and Lighting Act of 1972.

BACKGROUND: The following options were provided to Council as a basis for discussion.

Tier 1: The most basic tier would be to continue the use of LMDs as they currently exist. Current LMDs include perimeter landscaping along major street frontages, and a proportional share of the street light costs within and at the perimeter of the subdivision. The estimated cost per year ranges from \$73.04 to \$98.44 per lot per year.

Tier 2: In addition to the components of Tier 1, this option would add parkway strips to the list of landscaped areas to be maintained through the assessment(s). This tier would create a Benefit Assessment District to fund infrastructure improvements within the subdivision including curb, gutter, and sidewalks. The estimated cost of replacement of curb, gutter, and sidewalks is based on a 40-year life for those improvements. The estimated cost per year ranges from \$184.43 to \$222.00 per lot per year.

Tier 3: The third tier shifts maintenance responsibility of parkway strips to the homeowners while incorporating road maintenance costs (in addition to the other hardscape features previously mentioned) with a Benefit

DD JB
Acting

APPROPRIATED/FUNDED N/A

CM J

ITEM NO. 16

Assessment District. The estimated cost per year ranges from \$188.79 to \$230.68 per lot per year.

Tier 4: The fourth option returns the maintenance responsibility of parkway strips to the District and includes a Benefit Assessment District for street maintenance, curbs, gutters, and sidewalks, as well as the perimeter landscaping and lighting. The estimated cost per year ranges from \$272.23 to \$323.20 per lot per year.

COMMENT: A Benefit Assessment District for street maintenance only would have an estimated cost per year range of \$87.80 to \$102.20 per lot per year, in addition to the Tier 1 estimated cost per year ranges of \$73.04 to \$98.44 per lot per year.

The City Attorney has provided a memorandum regarding Improvements Authorized by Specific Assessment Law (Attachment 1). Ms. Lew outlined several options the City could pursue, which include using both a Landscape Maintenance District and a Benefit Assessment District, or adopting an ordinance authorizing a single assessment for specific improvements.

RECOMMENDATION: That the City Council provide direction on the future use of Lighting and Landscape Maintenance Districts or Benefit Assessment Districts.

ATTACHMENTS:

1. Memorandum from Julia Lew, City Attorney
2. August 20, 2013 Staff Report

MCCORMICK KABOT JENNER & LEW
MEMORANDUM

TO: Porterville City Council
cc: John Lollis, City Manager
Brad Dunlap, Community Development Director

FROM: Julia Lew, City Attorney

DATE: August 29, 2013

SUBJ: Improvements Authorized by Specific Assessment Law

This memorandum is provided in response to questions from the City Council Members at the August 20, 2013 City Council Meeting, concerning whether street maintenance is an authorized improvement under the Landscape and Lighting Act of 1972, and whether (and to what extent) certain assessments, under separate statutory authorizations, could be combined. As discussed in further detail below, while street maintenance assessments are not specifically authorized under the Landscape and Lighting Act, the City has several options, which include combining certain assessment proceedings or adopting an ordinance authorizing an assessment for specific improvements.

Street Maintenance is not specifically authorized as an allowed improvement under the Act. Per California Streets and Highways Code Section 22525, authorized improvements include an extensive list of improvements, including improvements that are located on or adjacent streets such as traffic signals, curbs, gutters, walls, and sidewalks. There is also a provision in the section that allows for the installation or construction of "any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof..." This section provides that regular maintenance of any of the items listed is also covered under the Act. While certain other agencies may be attempting to justify street maintenance under this Act, given the extensive improvements listed in this section, it could be inferred that if street maintenance were meant to have been included, it would have been explicitly provided for in this statute.

That stated, street maintenance is specifically authorized pursuant to the Benefit Assessment Act of 1982, and per the Landscape and Lighting Act (Streets and Highways Code Sec. 22679), *proceedings* for both assessments could be combined. Additionally, Charter Cities can adopt their own statutory authority for the imposition of assessments (provided such authority complies with the requirements of Prop. 218 and any City Charter requirements).

In sum, although certain improvements may be authorized under separate assessment laws, the City has flexibility in the development and implementation of any specific benefit assessments, so long as it abides by the constitutional restrictions imposed (Prop. 218) and its own Charter requirements.

ATTACHMENT
ITEM NO. 1

CITY COUNCIL AGENDA: AUGUST 20, 2013

SCHEDULED MATTER

SUBJECT: ASSESSMENT DISTRICTS

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION
PUBLIC WORKS DEPARTMENT- ENGINEERING DIVISION
PARKS AND LEISURE SERVICES DEPARTMENT

PROJECT LOCATION: CITYWIDE

SPECIFIC REQUEST:

Staff is requesting that the City Council provide further direction on the future use of Assessment Districts that may include Lighting and Landscape Maintenance Districts and/or Benefit Assessment Districts, and the use thereof for infrastructure, pocket parks, and frontage improvements benefitting the assessed properties within a given district.

BACKGROUND:

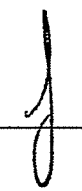
Lighting and Landscape Maintenance Districts ("LMDs" or "Districts") have been employed by the City of Porterville since 1989, as a funding source for maintaining quality infrastructure improvements in residential developments. Currently, contract personnel for the Parks and Leisure Services Department provide the service of maintaining the LMDs. The contracted services are wholly funded by the assessments received from the Districts.

The City's General Plan, the Development Ordinance, and the Municipal Code all define expectations of the private property owners' financial responsibilities within the public rights of way as it relates to landscaped streets and public improvements where a direct benefit to the property owner can be demonstrated.

In 2008, the City Council adopted the 2030 General Plan, which is the policy document that provides the basis of all future development in the City of Porterville. The General Plan provides a policy framework to guide decision making. The Development Ordinance ensures adequate provision of parks and recreation facilities, open space, infrastructure, and the continued safe and efficient operation of Porterville's circulation system. Four of the policies within the General Plan address landscaped transportation corridors.

DD 

APPROPRIATED/FUNDED N/A

CM 

ITEM NO. 22

ATTACHMENT
ITEM NO. 2

The following is a summary of policies pertaining to the development of facilities that support sustainable growth of the city:

C-G-5: Improve the scenic character of transportation corridors in the City.

C-I-6: Require the installation of landscaping in center medians and at major intersections to minimize summer heat and enhance the character of the streetscapes.

C-I-7: Require street tree planting as part of an urban forestry program.

C-I-24: Amend the Zoning Ordinance to include standards for pedestrian circulation in all new development, including patterned concrete sidewalks, pedestrian scale lighting, and tree canopy shading for walkways.

The City's Development Ordinance, the primary implementation tool of the General Plan, calls for improvements associated with development to be maintained by some defined mechanism, such as a Lighting and Landscape Maintenance District or a Home Owners' Association. The most widely used mechanism has become the Lighting and Landscape Maintenance District, as the administration and monitoring of the maintenance then falls to the City, as opposed to a Home Owners' Association, which requires a volunteer board of directors and is prone to reduced effectiveness over time. Benefit Assessment Districts are another, more broadly applicable mechanism, and are allowed by the Development Ordinance as well. Benefit Assessment Districts would be more appropriate for street improvements and other items not specifically landscape or lighting related. Section 403.03 Design and Construction Standards, provides specific standards for the extension of improvements and the maintenance thereof. City staff is working to supplement the language with additional detail, with assistance from the Development Ordinance Committee (Committee).

Chapter 19, Article II of the Porterville Municipal Code addresses Parkway Trees. The City has adopted guidelines relative to street trees, their care, maintenance, and the responsibility of hardscape repair as a result of damage by street trees. Section 19-49 specifically states: "In new residential, commercial, and industrial developments, the developer shall plant street trees in the size, number, manner, and type required by the street tree guidelines and the city improvement standards. Funding for long term maintenance and care of the street trees, and repair to infrastructure damaged by the street trees, in new developments shall be provided through a homeowners' association or a similar assessment district."

THE VERNALIA
ADVISORY

Clearly, the City has an established interest in the development and preservation of landscaped transportation corridors and similar amenities within developments. With new developments, the initial funding for such improvements has been a requirement of the developer with ongoing maintenance generated by a LMD assessment. The variable component has been and continues to be a matter of what improvements are required at a minimum, compared to amenities offered by the developer.

COMMENT: A variety of options have been developed by Staff and the Committee that achieve different degrees of improvements to be included in future Lighting and Landscape Maintenance Districts or Benefit Assessment Districts. These options are presented below as Tiers 1 through 4 as a basis for discussion and could be altered to suit the Council's goals.

Tier 1: The most basic tier would be to continue the use of LMDs as they currently exist. Current LMDs include perimeter landscaping along major street frontages, and a proportional share of the street light costs within and at the perimeter of the subdivision. The estimated cost per year ranges from \$73.04 to \$98.44 per lot per year.

Tier 2: In addition to the components of Tier 1, this option would add parkway strips to the list of landscaped areas to be maintained through the assessment(s). Parkway strips, the landscaped area along a street frontage between the sidewalk and the curb, are maintained in different manners depending on the jurisdiction. The intent of including parkway strips in a LMD or Benefit Assessment District, as opposed to leaving the responsibility of maintenance with the individual property owner, is that the entire street length would have a consistent look, which truly achieves the intent of the landscaped parkway strips. If the parkway strips are included in a district, the irrigation and maintenance of those areas would be independent of the property which they front but would be maintained to provide consistency of maintenance and appearance and, most notably, longevity of improvements.

Further, this tier would create a Benefit Assessment District to fund infrastructure improvements within the subdivision including curb, gutter, and sidewalks. Maintenance of these hardscape elements are currently the responsibility of individual homeowners, and an annual assessment could simplify the responsibility by allowing the City a mechanism to monitor and complete necessary repairs. The Council may draw a comparison to the recently approved sewer assessment district, and the popularity of that option among homeowners. The estimated cost of replacement of curb,

gutter, and sidewalks is based on a 40-year life for those improvements. The estimated cost per year ranges from \$184.43 to \$222.00 per lot per year.

Tier 3: The third tier shifts maintenance responsibility of parkway strips to the homeowners while incorporating road maintenance costs (in addition to the other hardscape features previously mentioned) with a Benefit Assessment District. The estimated cost per year ranges from \$188.79 to \$230.68 per lot per year.

Tier 4: The fourth option returns the maintenance responsibility of parkway strips to the District and includes a Benefit Assessment District for street maintenance, curbs, gutters, and sidewalks, as well as the perimeter landscaping and lighting. The estimated cost per year ranges from \$272.23 to \$323.20 per lot per year.

Tier 5: Elements such as pocket parks, on-site drainage retention basins, or other benefits specific to a residential development could also be included in a Lighting and Landscape Maintenance District or Benefit Assessment District. Costs associated with these features were not estimated, as the creation of such features are typically submitted as a design component with the original subdivision, and development costs are borne by the developer.

RECOMMENDATION: That the City Council provide direction on the future use of Lighting and Landscape Maintenance Districts or Benefit Assessment Districts, and the use thereof for infrastructure, pocket parks, and frontage improvements benefitting the assessed properties within a given district.

ATTACHMENTS:

1. Street and Highways Code Section 5180-5182
2. Street and Highway Code Section 22500-22509
3. Street and Highway Code Section 22520-22540
4. Street and Highway Code Section 22565-22574

STREETS AND HIGHWAYS CODE

SECTION 5180-5182

5180. The legislative body shall make the expense of such work chargeable upon a district, which the legislative body shall, in its resolution of intention, declare to be the district benefited by the work, and to be assessed to pay the cost and expense thereof. The territory comprising said district may, but need not, include all, or be confined to, or extend beyond, the lots or lands fronting upon the improvement, or be contiguous, and the district may consist of separate and distinct areas or sections. The work performed in one section need not benefit the other section or sections.

5181. The district may be described by:

- (a) Stating its exterior boundaries; or
- (b) Giving a description thereof according to any official or recorded map; or
- (c) Referring to a plat or map on file in the office of the clerk or engineer at the time of passing the resolution of intention, which shall indicate by a boundary line the extent of the territory included in the proposed district, and shall govern for all details as to the extent of the assessment district.

5182. The assessment district need not be described in any of the notices, resolutions, orders or determinations provided for in this division, other than the resolution of intention. Any description of said district in any of the same shall be sufficient, if it refers to the resolution of intention for a description of the district.

ATTACHMENT
ITEM NO. 1

STREETS AND HIGHWAYS CODE

SECTION 22500-22509

22500. This part shall be known and may be cited as the "Landscaping and Lighting Act of 1972."

22501. This part shall apply to local agencies whose annual taxes are carried on the county assessment roll and are collected by the county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and made up solely of local agencies whose annual taxes are carried on the county assessment roll and are collected by the county.

22502. This part provides an alternative procedure for making the improvements herein authorized and shall not apply to or affect any other provisions of this code.

22503. An assessment district shall consist of all territory which, as determined by the legislative body, will be benefited by the improvements and is to be assessed to pay the costs thereof.

22504. An assessment district may consist of all or any part of the territory within the local agency and, in the case of a county, may consist of all or any part of the unincorporated territory of the county.

22505. An assessment district may consist of contiguous or noncontiguous areas. The improvements in one area need not be of benefit to other areas.

22506. The provisions of Chapter 2 (commencing with Section 5115) of Part 3 of Division 7, pertaining to the extension of the work or the assessment district beyond the boundaries of a local agency, are by this reference incorporated in this part.

ATTACHMENT
ITEM NO. 2

22507. Division 4 (commencing with Section 2800) and Division 4.5 (commencing with Section 3100) do not apply to this part or proceedings taken pursuant to this part, except that Division 4.5 (commencing with Section 3100) does apply to proceedings in which the legislative body determines to issue bonds or notes pursuant to Section 22662.5, and may be applied to any other proceedings pursuant to this part at the discretion of the legislative body.

22508. Any resolution, notice, report, diagram or assessment which is required to contain a description of the improvements, the boundaries of the assessment district or any zones therein, or the lines and dimensions of any lot or parcel of land may, for a full and detailed description thereof, refer to any plan or map which is on file with the clerk, the county auditor, or the county assessor and which is open to public inspection. The plan or map so referred to shall govern for all details of the description.

22509. This part shall be liberally construed to effectuate its purpose. Any proceedings taken under this part and any assessment levied pursuant thereto shall not be invalidated for failure to comply with the provisions of this part if such failure does not substantially and adversely affect the rights of any person. All determinations made by the legislative body pursuant to this part shall be final and conclusive in the absence of fraud or prejudicial abuse of discretion.

STREETS AND HIGHWAYS CODE

SECTION 22520-22540

22520. The definitions contained in this article govern the construction of this part unless the context otherwise requires. The definition of a word or phrase applies to any variants thereof.

22521. "Assessment district" means an assessment district formed pursuant to this part.

22522. "Clerk" means the clerk or secretary of a local agency or its legislative body.

22523. "Engineer" means the city engineer, county engineer, engineer of the district, or any other person designated by the legislative body as the engineer for the purposes of this part, including any officer, board, or employee of the local agency or any private person or firm specially employed by the local agency as engineer for the purposes of this part.

22524. "Fiscal year" means a 12-month period commencing on July 1 and ending on the following June 30.

22525. "Improvement" means one or any combination of the following:

- (a) The installation or planting of landscaping.
- (b) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- (c) The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
- (d) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- (e) The installation of park or recreational improvements, including, but not limited to, all of the following:

**ATTACHMENT
ITEM NO. 3**

(1) Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.

(2) Lights, playground equipment, play courts, and public restrooms.

(f) The maintenance or servicing, or both, of any of the foregoing, and of any improvement authorized by subdivision (i).

(g) The acquisition of land for park, recreational, or open-space purposes.

(h) The acquisition of any existing improvement otherwise authorized pursuant to this section.

(i) The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

22526. "Incidental expenses" include all of the following:

(a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.

(b) The costs of printing, advertising, and the giving of published, posted, and mailed notices.

(c) Compensation payable to the county for collection of assessments.

(d) Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.

(e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.

(f) Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

(g) Costs associated with any elections held for the approval of a new or increased assessment.

22527. "Including," unless expressly limited, means including without limitation.

22528. "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

22529. "Legislative body" means the legislative body or governing board of any local agency.

22530. "Local agency" means a county, a city and county, a city, a special district, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and made up solely of local agencies whose annual taxes are carried on the county assessment roll and are collected by the county.

22531. "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

(a) Repair, removal, or replacement of all or any part of any improvement.

(b) Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

(c) The removal of trimmings, rubbish, debris, and other solid waste.

(d) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

22532. "Property owner" means: any person shown as the owner of land on the last equalized county assessment roll; when such person is no longer the owner, then any person entitled to be shown as owner on the next county assessment roll, if such person is known to the local agency; where land is subject to a recorded written agreement of sale, any person shown therein as purchaser.

22533. "Public agency" means the state or federal governments, any city, city and county, county, or other public corporation formed pursuant to charter, general law, or special act, for the performance of governmental or proprietary functions within limited boundaries and any department, board, commission, independent agency, or instrumentality of any of the foregoing.

22534. "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaires, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors,

meters, communication circuits, appliances, attachments, and appurtenances.

22535. "Public places" means one or any combination of the following:

(a) Any public street, highway, road, alley, lane, boulevard, parkway, or other way dedicated to or used for public use.

(b) Any public property, right-of-way, or leasehold interest which is in use in the performance of a public function and which adjoins any of the ways described in subdivision (a).

22536. "Public utility" means any public utility subject to the jurisdiction of and regulated by the Public Utilities Commission.

22537. "Resolution" includes an ordinance.

22538. "Service" or "servicing" means the furnishing of:

(a) Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.

(b) Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

22539. "Special district" means any public corporation, other than a county or a city, formed pursuant to general law or special act for the local performance of governmental or proprietary functions within limited boundaries and which is authorized by such law or act to make any of the improvements or to furnish the maintenance or services provided for in this part.

22540. "Treasurer" means the treasurer of a local agency.

STREETS AND HIGHWAYS CODE

SECTION 22565-22574

22565. The engineer shall prepare reports in accordance with this article.

22566. A report shall be prepared for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report.

22567. A report shall refer to the assessment district by its distinctive designation, specify the fiscal year to which the report applies, and, with respect to that year, shall contain all of the following:

- (a) Plans and specifications for the improvements.
- (b) An estimate of the costs of the improvements.
- (c) A diagram for the assessment district.
- (d) An assessment of the estimated costs of the improvements.
- (e) If bonds or notes will be issued pursuant to Section 22662.5, an estimate of their principal amount.

22568. The plans and specifications shall show and describe existing and proposed improvements. The plans and specifications need not be detailed, but shall be sufficient if they show or describe the general nature, location, and extent of the improvements. If the assessment district is divided into zones, the plans and specifications shall indicate the class and type of improvements to be provided for each such zone. The plans or specifications may be prepared as separate instruments or either or both may be incorporated in the diagram as a combined instrument.

22569. The estimate of the costs of the improvements for the fiscal year shall contain estimates for all of the following:

- (a) The total costs for improvements to be made that year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or

ATTACHMENT
ITEM NO. 4

whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.

(b) The amount of any surplus or deficit in the improvement fund to be carried over from a previous fiscal year.

(c) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(d) The amount, if any, of the annual installment for the fiscal year where the legislative body has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments.

(e) The net amount to be assessed upon assessable lands within the assessment district, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred to in subdivision (b), (c), or (d).

22570. The diagram for an assessment district shall show (a) the exterior boundaries of the assessment district, (b) the boundaries of any zones within the district, and (c) the lines and dimensions of each lot or parcel of land within the district. Each lot or parcel shall be identified by a distinctive number or letter.

22571. The lines and dimensions of each lot or parcel of land shown on the diagram shall conform to those shown on the county assessor's maps for the fiscal year to which the report applies. The diagram may refer to the county assessor's maps for a detailed description of the lines and dimensions of any lots or parcels, in which case, those maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

22572. The assessment shall refer to the fiscal year to which it applies and shall do all of the following:

(a) State the net amount, determined in accordance with Section 22569, to be assessed upon assessable lands within the assessment district, which shall include an amount sufficient to pay the principal and interest due during the fiscal year from each parcel on any bonds or notes issued pursuant to Section 22662.5.

(b) Describe each assessable lot or parcel of land within the district.

(c) Assess the net amount upon all assessable lots or parcels of land within the district by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

The assessment may refer to the county assessment roll for a description of the lots or parcels, in which case that roll shall govern for all details concerning the description of the lots or parcels.

22573. The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000)).

22574. The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.

Assessment District Options

Comparison: Custom home/large lot subdivision, Westwood Estates vs. a tract home/typical lot sized subdivision, Meadowoods Estates. The following figures are estimates and established for discussion purposes only.

Westwood Estates is a **204** lot subdivision
Meadowoods Estates is a **181** lot subdivision

Tier No. 1 : Basic tier that leaves the LMD structure as it is today (Perimeter Landscape and Lighting only)

Tier No. 2 : Maintenance of parkway strips is added to the Tier No. 1 structure via a LMD

Tier No. 3 : Shift maintenance of parkway strips to property owners and add street maintenance to Tier No. 1 structure via a LMD and a Benefit Assessment District

Tier No. 4 : All inclusive district that adds both parkway strips and street maintenance to the Tier No. 1 structure via a LMD and a Benefit Assessment District

Westwood Estates - Four tier concept presented to City Council on August 20, 2013

	Tier No. 1	Tier No. 2	Tier No. 3	Tier No. 4
Landscape and lighting	\$98.44	\$98.44	\$98.44	\$98.44
Parkway Strip Maintenance		\$92.52		\$92.52
C/G and SW Maintenance*		\$31.04	\$31.04	\$31.04
Street Maintenance			\$101.20	\$101.20
Total (Per Lot/Year)	\$98.44	\$222.00	\$230.68	\$323.20

Westwood Estates - Two tier concept and focus of September 3, 2013 City Council meeting

	Tier No. 1	Tier No. 2
Landscape and lighting	\$98.44	\$98.44
Street Maintenance		\$101.20
Total (Per Lot/Year)	\$98.44	\$199.64

Meadowoods Estates - Four tier concept presented to City Council on August 20, 2013

	Tier No. 1	Tier No. 2	Tier No. 3	Tier No. 4
Landscape and lighting	\$73.04	\$73.04	\$73.04	\$73.04
Parkway Strip Maintenance		\$83.44		\$83.44
C/G and SW Maintenance*		\$27.95	\$27.95	\$27.95
Street Maintenance			\$87.80	\$87.80
Total (Per Lot/Year)	\$73.04	\$184.43	\$188.79	\$272.23

Meadowoods Estates - Two tier concept and focus of September 3, 2013 City Council meeting

	Tier No. 1	Tier No. 2
Landscape and lighting	\$73.04	\$73.04
Street Maintenance		\$87.80
Total (Per Lot/Year)	\$73.04	\$160.84

*Denotes a 40 year life cycle



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Consideration of Setting Aside and Rescinding the February 7, 2012, City Council's Decisions for the Riverwalk Marketplace Phase II Project

SOURCE: Community Development

COMMENT: The Riverwalk Phase II project consists of a 202,854 square feet regional commercial center on approximately 21.8± acres, at the northeast corner of Vandalia Avenue and Indiana Street. An Environmental Impact Report ("EIR") was prepared pursuant to the provisions of the California Environmental Quality Act ("CEQA"), distributed to responsible state agencies and made available to the public. A 45-day public notice period was held from February 22, 2011, to April 8, 2011. The Final EIR was sent to the two State agencies that commented, and was made publicly available for the mandated 10-day period from January 27, 2012, to February 5, 2012.

On February 7, 2012, the City Council adopted Resolution 12-2012 certifying the Final Environmental Impact Report, adopting a statement of overriding considerations, Resolution 13-2012, approving Conditional Use Permit 2-2010, and Resolution 14-2012 approving Tentative Parcel Map 4-2010.

California Healthy Communities Network ("CHCN") filed a petition for a writ of mandate in superior court on March 9, 2012, and a first-amended petition on September 21, 2012. The Superior Court entered a judgement on April 11, 2013, to deny CHCN's petition. CHCN filed an appeal to the State of California Fifth Appellate District. On September 3, 2014, the California Court of Appeals filed its decision, which reversed the Superior Court's decision based on lack of substantial evidence in support of the determination that the Project's impacts on global climate change from greenhouse gas emissions would be less than significant.

On January 12, 2015, the Superior Court filed its Judgment, which determined that the Court would issue a peremptory writ of mandate commanding the City to set aside its February 7, 2012, actions certifying the Final EIR and approving Conditional Use Permit No. 2-2010 and Tentative Parcel Map No. 4-2010, and to take appropriate action to ensure compliance with CEQA as to the following matter only as identified in the California Court of Appeal opinion: the City's determination that the Project's impacts on global climate change from greenhouse gas emissions will be less than significant was not supported by substantial evidence.

On April 7, 2015, City Council authorized staff to distribute a Request for

Item No. 2.

Proposals for a Greenhouse Gas Emissions Analysis for the Partially Recirculated Draft EIR (“PRDEIR”). The PRDEIR will be circulated for public review and comment. After that time, City Council will hold a public hearing to consider certification of the Final EIR and PRFEIR, and approval of the land use entitlements.

RECOMMENDATION: That the City Council adopt the draft Resolution to set aside and rescind without prejudice Council’s decisions on February 7, 2012, for the Riverwalk Marketplace Phase II Project.

ATTACHMENTS:

1. Resolution 12-2012
2. Resolution 13-2012
3. Resolution 14-2012
4. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. 12-2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING THAT THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE
RIVERWALK MARKETPLACE II PROJECT WAS PREPARED IN COMPLIANCE
WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), THAT THE
CITY COUNCIL HAS REVIEWED AND CONSIDERED THE INFORMATION
CONTAINED IN THE FINAL ENVIRONMENTAL IMPACT REPORT, MAKING
CERTAIN FINDINGS OF FACT REGARDING THE ENVIRONMENTAL IMPACTS
OF THE RIVERWALK MARKETPLACE PHASE II PROJECT, AND ADOPTING A
STATEMENT OF OVERRIDING CONSIDERATIONS IN SUPPORT OF PROJECT
APPROVAL**

WHEREAS: the City of Porterville received an application from CEI Engineering Associates, Inc. (the "applicant") to permit construction of a 202,854 square foot retail commercial center on a 21.8± acre site divided among five building pads, anchored by a 161,602 square foot Walmart Store with the off-site sale of alcohol and four outlot tenants, a development to be known as the Riverwalk Marketplace Phase II project located at the northeast corner of Vandalia Avenue and Indiana Street (the "Project"); and

WHEREAS: The Project requires an amendment of the Viejo Robles Planned Development conceptual development plan to extend the commercial designation west to the Indiana Street right of way, and the adoption of a specific plan within the Viejo Robles Planned Development, for which Section 1710 A of the Porterville Zoning Ordinance requires approval of a conditional use permit, and approval of a tentative parcel map; and

WHEREAS, the City has caused to be prepared a Draft, Revised Draft and a Final Environmental Impact Report ("EIR") for the Riverwalk Marketplace Phase II project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and related CEQA Guidelines (Title 14 California Code of Regulations, Section 15000 et seq.);

WHEREAS, the City of Porterville held a public meeting on September 29, 2008 to receive input regarding the scope of analysis to be included in the Draft EIR; and

WHEREAS, the Draft EIR was circulated for public review and comment for 45 days from April 1, 2010 to May 17, 2010 in accordance with CEQA and related CEQA Guidelines;

WHEREAS, a Revised Draft EIR superseding the Draft EIR was prepared to evaluate the Project as reduced from 222,715 square feet to 202,854 square feet, and to respond to public comments and concerns raised during the DEIR public review period, including the public hearings for the Draft EIR; and

WHEREAS: On February 22, 2011, a Notice of Availability of the Revised Draft EIR and Notice of Public Hearing were published in the Porterville Recorder, a newspaper of general circulation, and the public hearing was announced by the Porterville Recorder in a news article prior to the meeting, and notice was mailed to property owners and residents within a three-hundred (300) foot radius, and was mailed to interested parties who had requested notice; and

WHEREAS: The Revised Draft EIR was circulated for public review and comment from February 22, 2011 to April 7, 2011; and

WHEREAS, the City has caused to be prepared a Final EIR for the Project in accordance with CEQA and related CEQA Guidelines, which consists of the two-volume Revised Draft EIR and a separately-bound third volume titled *Riverwalk Marketplace Phase II Final Environmental Impact Report*; and

WHEREAS, a duly noticed public hearing was held by the Porterville City Council on February 7, 2012, to consider the Final EIR at which interested persons were given the opportunity to be heard;

WHEREAS, the Final EIR prepared for the Riverwalk Marketplace Phase II Project and responding to the public and agency comments and concerns raised during Revised DEIR public review period, has been prepared pursuant to CEQA, the State Guidelines for the implementation of CEQA; and

WHEREAS, the Porterville City Council has reviewed and considered the information contained in the Final EIR for the Riverwalk Marketplace Phase II Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Porterville, based upon its independent review and analysis, the staff analysis, oral and written testimony, and the Final EIR, after due study, deliberation and public hearing, as follows:

1. The Porterville City Council finds and certifies that the Final EIR for the Riverwalk Marketplace Phase II Project, which is incorporated herein by this reference, has been prepared and completed in compliance with CEQA and the State CEQA Guidelines.
2. The Porterville City Council hereby further finds and certifies that the information contained in the Final EIR has been reviewed and considered by the Porterville City Council.
3. The Porterville City Council finds and certifies that the Final EIR reflects its independent judgment and analyses.
4. The Porterville City Council hereby finds and determines that implementation of the Riverwalk Marketplace Phase II Project will have a significant adverse noise impact on the environment, and a significant adverse traffic impact; all other significant impacts can be mitigated to a level that is less than significant.

5. The Porterville City Council hereby finds with respect to the adverse environmental impacts detailed in the Final EIR:

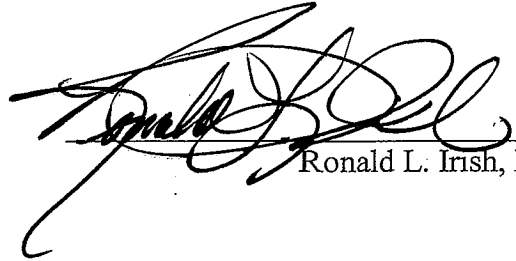
- a. That, based on information set forth in the Final EIR, the Findings of Fact attached to this Resolution as Exhibit "A-1", the Impact Findings attached as Exhibit "A" and the list of mitigation measures included in the mitigation monitoring program attached as Exhibit "B" and incorporated herein by reference, the Porterville City Council finds and determines that changes or alterations have been required in or incorporated into the Riverwalk Marketplace Phase II Project which avoid or substantially lessen the potentially adverse environmental effects identified in the Final EIR for: Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hydrology and Water Quality, and Solid Waste Disposal.
- b. That, based on information set forth in the Final EIR and in the Findings of Fact, the adverse environmental effects related to construction noise, operational noise combined transportation and non-transportation noise, cumulative noise, and traffic are significant effects which cannot be entirely mitigated or avoided if the project is approved and implemented;
- c. That no additional adverse impacts will have a significant effect or result in substantial or potentially substantial adverse changes in the environment as a result of the Riverwalk Marketplace Phase II Project.

6. The Porterville City Council hereby finds and determines that:

- a. All significant effects that can be feasibly avoided have been eliminated or substantially lessened as determined through the findings set forth in Exhibit A-1;
- b. Based on the Final EIR and the Findings of Fact and other documents in the record, specific economic, social, and other considerations make infeasible other project alternatives identified in the Final EIR;
- c. Based on the Final EIR and the Findings of Fact, and other documents in the record, the remaining unavoidable significant environmental effects of the Riverwalk Marketplace Phase II Project are outweighed and overridden by the benefits of the project as described in the Statement of Overriding Considerations, attached to this Resolution and included within Exhibit "A-1" and incorporated herein by reference, which Statement of Overriding Considerations is hereby approved and adopted.

7. The Porterville City Council hereby authorizes and directs that a Notice of Determination with respect to the Final EIR pertaining to the approval of the Riverwalk Marketplace Phase II Project and all other actions in furtherance thereof be filed.

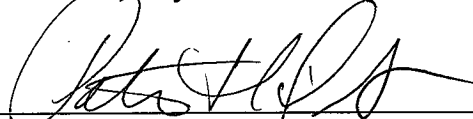
PASSED, APPROVED, AND ADOPTED this 7th day of February, 2012.



Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk



By _____
Patrice Hildreth, Chief Deputy City Clerk

Attachments to Exhibit A-1:

**[FINDINGS OF FACT IN SUPPORT OF THE CITY'S
CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT
REPORT PREPARED FOR THE RIVERWALK
MARKETPLACE PHASE II PROJECT, APPROVAL OF THE
PROJECT NOTWITHSTANDING ITS SIGNIFICANT AND
UNAVOIDABLE ENVIRONMENTAL IMPACTS AND
ADOPTION OF A STATEMENT OF OVERRIDING
CONSIDERATIONS]**

EXHIBIT A: Impact Findings

**EXHIBIT B: Mitigation Monitoring and Reporting
Program**

EXHIBIT A

IMPACT FINDINGS

Environmental topics evaluated in the EIR are listed by the level of significance of their impacts, both project-specific and cumulative in the table below as determined in the Initial Study and analyzed in this EIR.

Significance of Environmental Impacts for the Proposed Project

No Impact	Less than Significant Impact	Less than Significant Impact With Mitigation	Significant Impact
	Energy	Air Quality	Noise
	Fire Protection	Biological Resources	Traffic and Transportation
	Geology and Soils	Cultural Resources	
	Land Use (Urban Decay)	Hydrology and Water Quality	
	Police Protection	Solid Waste Disposal	
	Sanitary Sewer		
	Water Supply		

1.0.5 UNAVOIDABLE ADVERSE IMPACTS

The proposed project may result in unavoidable significant impacts to Noise and Traffic.

Noise

Even with implementation of **Mitigation Measures 5.6-1** through **5.7-3** exterior noise levels at sensitive receptors around the proposed project site during construction would still be exposed to daytime noise levels that exceed 60.0 dB(A). Therefore, noise impacts during construction would be significant and unavoidable during the construction of the proposed project.

The proposed project would include operational features that produce noise. In both the year 2012 and 2030 (cumulative) scenarios, several residences along Indiana Street and Springville Avenue would be exposed to noise levels that exceed the daytime noise level threshold of 50.0 dB(A) and the nighttime noise level threshold of 45.0 dB(A) per the Porterville Noise Ordinance.. Therefore, impacts would remain significant and unavoidable.

The combined project transportation and non-transportation noise would cause noise levels to increase at surrounding sensitive receptors in both the year 2012 and 2030 (cumulative) scenarios. Even with the Project's development of noise attenuating features such as walls and berms, largely due to the significant noise levels generated by existing vehicle traffic residences along Springville Avenue and Indiana Avenue would continue to be exposed to noise levels above daytime and nighttime threshold values according to the Porterville Noise Ordinance. Impacts would therefore be significant and unavoidable.

Traffic and Transportation

Cumulative traffic conditions in the year 2030, inclusive of traffic from the proposed project, would cause the westbound left turn lane and the eastbound left turn lane at the intersection of Olive Avenue and Jaye Street to exceed capacity in the PM hour. It is not technically feasible to lengthen the storage lane to mitigate project contributions to queue lengths due to intersection geometry. Therefore, this impact is significant and unavoidable.

1.0.6 MITIGATION MEASURES

A summary of the impacts that include mitigation measures, and residual impacts thereafter, is provided in the table titled **Summary of Mitigation Measures** on the following pages.

Summary of Mitigation Measures

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Air Quality			
The proposed project would result in short-term construction emissions but would not exceed the threshold of significance for ROG, NO _x , and PM ₁₀	Potentially significant	5.1-2 All construction contracts shall include the measures specified in SJVAPCD Regulation VIII to reduce fugitive dust impacts. These measures include, but are not limited to, the following: • All disturbed areas, including storage piles, which are not being actively utilized for construction purpose, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, or vegetative ground cover. • All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or a chemical stabilizer/suppressant. • All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing the application of water or by presoaking. • When materials are transported off site, all materials shall be covered, effectively wetted to limit visible dust emissions, or at least 6 inches of freeboard space from the top of the container shall be maintained. • All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at least once every 24 hours when operations are occurring. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)	Less than significant

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
		- Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, storage piles shall be effectively stabilized of fugitive dust emissions by utilizing sufficient water or chemical stabilizer/suppressant - Equipment used during grading activities shall include one of the following: - Diesel oxidation catalysts or other amendment to achieve a 15 percent reduction in NOx emissions - An engine tier of three or higher - An engine of year 2006 or newer - During all phases of project construction, construction equipment shall be properly maintained in accordance with the manufacturer's specifications; maintenance shall include proper tuning and timing of engines. Equipment maintenance records and equipment design specification data sheets shall be kept on site during construction and subject to inspection by the SJVAPCD. - During all phases of project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use. - During all phases of project construction, on-site electrical hookups shall be provided for electric construction tools, including saws, drills, and compressors, to eliminate the need for diesel-powered electric generators.	
The proposed project at full buildout would not result in operational emissions that exceed the threshold of significance for ROG, NOx, and PM ₁₀ and would result in a less than significant air quality impact.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
The proposed project would not expose sensitive receptors to substantial pollutant concentrations.	Potentially significant	5.11-1: The project applicant shall prohibit truck idling in excess of 5 minutes at the loading docks by posting signs at clearly visible locations on the loading docks instructing drivers to turn off their engines within 5 minutes of arrival.	Less than significant
The proposed project would not expose sensitive receptors to objectionable odors.	Less than significant	None required	Less than significant without mitigation
The proposed project would not contribute to a cumulatively considerable net increase in a criteria pollutant for which the region is in nonattainment under an applicable federal and/or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for the ozone precursors, ROG and NOx).	Less than significant	None required	Less than significant without mitigation
The proposed project would contribute directly to global climate change during construction and operation however, these emissions would be a reduction from business as usual	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
The proposed project would not conflict with an applicable plan, policy, or regulation concerning greenhouse gas reductions.	Less than significant	None required	Less than significant without mitigation
Biology			
Implementation of the project during construction-related activities could result in the loss of active nests of native bird species located on or adjacent to the project site, thus conflicting with federal and state laws that protect active nests of native bird species.	Potentially significant	5.2-1 Within 30 days prior to ground disturbance activities associated with construction or grading that would occur during the nesting/breeding season of native bird species potentially nesting on the site (typically March through August in the project region, or as determined by a qualified biologist), the applicant shall have weekly surveys conducted by a qualified biologist to determine if active nests of bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code are present in the disturbance zone or within 300 feet (500 feet for raptors and special status species) of the disturbance zone. The surveys shall continue on a weekly basis with the last survey being conducted no more than seven days prior to initiation of disturbance work. If ground disturbance activities are delayed, then additional pre-disturbance surveys shall be conducted such that no more than seven days will have elapsed between the survey and ground disturbance activities. If active nests are found, clearing and construction within 300 feet of the nest (500 feet for raptors and special-status species) shall be postponed or halted, at the discretion of the biologist, until the nest is vacated and juveniles have fledged, as determined by the biologist, and there is no evidence of a second attempt at nesting. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers and construction personnel shall be instructed on the sensitivity of nest areas. The biologist shall serve as a construction monitor during those periods when construction activities will occur near active nest areas to ensure that no inadvertent impacts on these nests occur. Results of the surveys shall be provided to CDFG in the Annual Mitigation Status Report.	Less than significant

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
The proposed project would not 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 CDFG or USFWS.	Less than significant	None required	Less than significant without mitigation
The proposed project would not 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 CDFG or USFWS	Less than significant	None required	Less than significant without mitigation
The proposed project would not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act, or on other jurisdictional resources.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
The proposed project would not 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	None required	Less than significant without mitigation
Buildout of the 2030 General Plan would place projects in natural areas that would result in the removal of native vegetation and displacement/destruction of resident wildlife creating a cumulatively considerable impact. The proposed Riverwalk Marketplace II Project would not contribute to this cumulative loss of habitat.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Cultural Resources			
Implementation of the proposed project has the potential to uncover archaeological sites that have not been previously identified or disturbed.	Potentially significant	5.3-1 In the event that cultural resources are unearthed during project subsurface activities, all earth disturbing work within a 200-meter radius must be temporarily suspended or redirected until an archaeologist or paleontologist has evaluated the nature and significance of the find. Any artifacts uncovered shall be recorded and removed for storage at a location to be determined by the archaeologist or paleontologist. Construction on other parts of the project will be subject to Public Resources Code Section 21083.2(i). After the find has been appropriately mitigated, pursuant to this measure, work in the area may resume.	Less than significant
Implementation of the proposed project has the potential exists to uncover unknown and previously undisturbed paleontological resources or a unique geological feature.	Potentially significant	Mitigation Measure 5.3-1 shall be implemented.	Less than significant
Hydrology and Water Quality			
Construction at the project site has the potential to degrade water quality in receiving waters but such degradation would not be substantial and would not alter existing drainage patterns, cause increased erosion or sedimentation, or violate any water quality standards or waste discharge requirements	Potentially significant	5.5-1: Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent (NOI) with the CVRWQCB, thereby providing notification and intent to comply with the State of California general permit. 5.5-2: Prior to issuance of the first grading permit, the applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for on-site and associated off-site construction activities. The City of Porterville Storm Water Management Program shall be used as the basis for the SWPPP. The SWPPP shall outline the source control and/or treatment control best management practices that will avoid or reduce runoff pollutants at the construction site to the "maximum extent practicable." A copy of the permit shall be submitted to the City Public Works Department prior to the start of grading activities. A copy of the SWPPP must be available and implemented at the construction site at all times.	Less than significant

Impact Findings

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Operation of the proposed project has the potential to degrade water quality in receiving waters but such degradation would not be substantial and would not violate any water quality standards or waste discharge requirements.	Less than significant	None required	Less than significant without mitigation
Operation of the proposed project has the potential to degrade water quality in receiving waters but such degradation would not be substantial and would not violate any water quality standards or waste discharge requirements.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Commercial development of the project site would not substantially alter the existing drainage pattern, or substantially increase the rate or amount of surface runoff in a manner, which would exceed the capacity of the system result in flooding on or off site.	Less than significant	None required	Less than significant without mitigation
The project would not place structures or housing, which would impede or redirect flood flows within a 100-year flood hazard area.	Less than significant	None required	Less than significant without mitigation
Construction and operation of the project would expose people or structures to a risk of loss, injury, or death involving flooding as a result of the failure of a levee or dam.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
The proposed project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.	Less than significant	None required	Less than significant without mitigation
Buildout of the 2030 General Plan would result in increased non-point pollutant discharges, alterations to the drainage patterns by increasing impervious surface area, alterations to flood patterns by increasing development within the floodplain.	Less than significant	None required	Less than significant without mitigation
Geology and Soils			
The project will not result in substantial soil erosion or the loss of topsoil.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Buildout of the 2030 General Plan would result in development in areas that contain soils with moderate to high shrink swell potential and are susceptible to erosion.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Noise			
Construction activity would temporarily expose persons to and/or would generate noise levels in excess of standards established in the 2030 General Plan.	Significant	5.7-1 Prior to issuance of grading permits, the construction contractor(s) shall prepare a construction management plan for review by the City's Public Works Department that identifies the means to be utilized to attenuate construction at nearby single-family residential units. These measures may include, but are not limited to, the following: • Place stationary construction equipment as far from noise-sensitive uses as feasible. • All construction equipment shall be equipped with appropriate mufflers in good working condition. • Truck routes shall avoid travel through residential areas or past sensitive uses. 5.7-2 Construction activity shall be limited to between the hours of 6:00 AM and 9:00 PM Monday through Friday and 7:00 AM and 9:00 PM on Saturday and Sunday. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted on a sign no smaller than 4 feet by 8 feet at all construction entrances to allow for surrounding property owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party. 5.7-3 A 10-foot-high construction noise barrier shall be installed along the project frontage with Springville Avenue and Indiana Street prior to grading activities. The noise barrier shall either be constructed of a minimum 0.5-inch plywood or utilize acoustical blankets with a minimum Sound Transmission Class of 12. The barrier shall remain in place until noise intensive aspects of construction are completed.	Significant and unavoidable
The proposed project's non-transportation noise would cause a substantial permanent increase in ambient noise levels.	Significant	5.7-4 The project applicant shall require that the forklift operation occurring at the proposed Walmart Building occur during the hours of 7:00 AM to 10:00 PM, and not during the nighttime period of 10:00 PM to 7:00 AM.	Significant and unavoidable.

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Buildout of the Porterville 2030 General Plan will increase City population to approximately 107,000 persons. In order to meet the service demand of the greater population, new fire stations are proposed. These additional stations will not substantially increase the area of developed land but will help the Department to maintain its ISO rating and reach its response time goal	Less than significant	None required	Less than significant without mitigation
Fire Protection			
Construction of the proposed project could create temporary increase in calls for service.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Operation of the proposed project would introduce new uses and persons to the project site that could increase the demands on the Fire Department. Sufficient resources exist to accommodate the needs of the proposed project with the installation of project fire sprinklers and with projected tax revenue from the proposed project.	Less than significant	None required	Less than significant without mitigation
Police Protection			
Construction of the proposed project would not result in a substantial increase in the number of calls for service requiring physical expansion of a governmental facility.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Occupancy of the proposed commercial uses would increase the number of calls for law enforcement service, but would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities; or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for law enforcement services.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Buildout of the 2030 General Plan would increase the resident population of the City by an additional 62,080 persons and the amount of nonresidential floor space by 23 million square feet. Increased human presence and activity would necessitate additional staffing and equipment.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Traffic and Transportation The proposed project would not cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system.	Significant	5.10-1 Prior to the issuance of building permits, the project applicant shall provide the City with all required transportation-related development fees in accordance with the latest adopted fee schedule.	Less than significant
		5.10-2 Prior to the issuance of building permits, the project applicant shall provide the City, to deposit in its Transportation Development Fund, all transportation-related fair share contributions toward the cost of constructing the improvements determined using the percentages identified below in Mitigation Measures 5.10-3 through 5.10-8 , that are not presently included in the City's existing Transportation Impact Fee program.	
		5.10-3 Main Street & SR-190 Off-Ramp (South) - Contribution of fair share fee (2.96 percent) toward installation of a traffic signal.	
		5.10-4 Jaye Street & Poplar Avenue (SR-190) - Contribution of fair share fee (11.31 percent) toward addition of one eastbound through lane, one westbound left-turn lane, and one northbound left-turn lane.	
		5.10-5 Plano Street & Poplar Avenue (SR-190) - Contribution of fair share fee (2.23 percent) toward intersection widening, including the addition of one eastbound left-turn lane, one eastbound through lane, and one westbound left-turn lane; one westbound through lane, one northbound left-turn lane; and one northbound through lane, one southbound left-turn lane, and one southbound through lane.	
		5.10-6 SR-65 & Scranton - Contribution of fair share fee (2.28 percent) toward intersection widening, including addition of one east-bound left-turn lane, one westbound left-turn lane, one northbound through lane, and one southbound through lane.	
		5.10-7 Poplar Avenue (SR-190) between Jaye Street and Plano - Contribution of fair share fee (7.61 percent) toward Addition of two lanes.	
		5.10-8 Jaye Street between Montgomery Avenue & Gibbons Avenue - Contribution of fair share fee (5.45 percent) toward addition of left-turn lanes.	

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Traffic and Transportation (continued)			
The proposed project would cause queue lengths to exceed capacity in the year 2012.	Significant	5.10-9 Olive Street & Jaye Street: The Project shall increase the existing northbound left turn storage queue length by 65 feet by opening day. 5.10-10 Springville Avenue & Jaye Street: The Project shall increase the existing northbound left turn storage queue length by 31 feet by opening day.	Less than significant
The proposed project would not exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways.	Less than significant	None required	Less than significant without mitigation
The proposed project would not result in inadequate parking capacity.	Less than significant	None required	Less than significant without mitigation
Water Resources			
The proposed project would result in a slight increase in demand for City water service; however, existing water resources and supply infrastructure are adequate to serve the commercial and fire flow needs of the project in the near term.	Less than significant	None required	Less than significant without mitigation

Impact Findings

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
The project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
The increased demands for water supply resulting from the cumulative projects in Porterville (assuming full buildout under the 2030 General Plan occurs) could require the improvements to and expansions of water supply utilities and service systems. Extensions of water mains would be constructed as needed in accordance with the City's master utility plans. Municipal wells and storage facilities would be constructed as needed to meet cumulative water supply demands. Any physical expansion of these facilities will be subject to environmental review and any resulting impacts will be required to be mitigated. Sanitary Sewer	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Occupancy of proposed commercial uses would increase the volume of effluent requiring treatment at the City WWTF. This increase can be accommodated by the WWTF under the current permitted capacity; avoiding significant physical impacts associated with expansion of existing or construction of new facilities.	Less than significant	None required	Less than significant without mitigation
Occupancy of proposed uses would increase the volume of effluent that must be conveyed to the City WWTF. However, sufficient capacity exists within the existing sewer system to accommodate the proposed project's wastewater.	Less than significant	None required	Less than significant without mitigation
Buildout of the 2030 General Plan, inclusive of the proposed project, would increase the volume of effluent requiring collection and treatment at the City WWTF.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
Solid Waste Disposal			
Construction and occupancy of the proposed project would generate solid waste that requires collection and disposal, but would not cause a violation of an existing regulation related to solid waste.	Potentially significant	5.13-1 During construction, the contractor shall separate all project construction debris and construction-related debris into recyclable and non-recyclable items. Recyclable items shall include those materials that have value and can be diverted from landfill disposal. All recyclable debris shall be transported to appropriate recycling facilities to reduce waste disposed of at County landfills. 5.13-2 Prior to issuance of grading permits, the project applicant shall submit for review a Construction and Demolition Recycling Plan to the City of Porterville. The plan shall include means to separate recyclable/reusable construction debris. The plan shall include the method the contractor will use to haul recyclable materials and shall include the method and location of material disposal.	Less than significant
Buildout of the City of Porterville 2025 General Plan would increase the volume of waste requiring collection and disposal.	Less than significant	None required	Less than significant without mitigation
Energy			
Construction and operation of the proposed project would increase the use of energy resources on the project site but would not result in its wasteful, inefficient or unnecessary consumption.	Less than significant	None required	Less than significant without mitigation

Potential Impact	Significance	Mitigation Measure(s)	Level of Significance After Mitigation
The proposed project would not result in a substantial increase in demand or transmission service, resulting in the need for new or expanded sources of energy supply or new or expanded energy delivery systems or infrastructure.	Less than significant	None required	Less than significant without mitigation
Buildout of the City of Porterville 2030 General Plan would increase the energy demand in the City.	Less than significant	None required	Less than significant without mitigation

Source: Impact Sciences, Inc., 2011.

EXHIBIT A-1

FINDINGS OF FACT

FINDINGS OF FACT IN SUPPORT OF THE CITY'S CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE RIVERWALK MARKETPLACE PHASE II PROJECT, APPROVAL OF THE PROJECT NOTWITHSTANDING ITS SIGNIFICANT AND UNAVOIDABLE ENVIRONMENTAL IMPACTS AND ADOPTION OF A STATEMENT OF OVERRIDING CONSIDERATIONS

I. INTRODUCTION

The City of Porterville, as lead agency under the California Environmental Quality Act (Pub. Res. Act § 21000 *et seq.*) and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000-15387) (collectively, "CEQA"), has completed the Final Environmental Impact Report for the Riverwalk Marketplace II Project, SCH # 2008091149 (hereinafter, "Final EIR" or "EIR").

On February 7, 2012, at a duly noticed public meeting, the City Council of the City of Porterville ("Council"), as the City's decision-making body, considered the Project, which includes the following discretionary approvals: Conditional Use Permit 2-2010 and Parcel Map 4-2010 (the "Associated Actions"). At the February ____ hearing, the Council voted to certify the Final EIR and approve the Project and the Associated Approvals. This document embodies the City's approval of the Project and contains the City's Findings of Fact in support of its certification of the Final EIR. The City's Statement of Overriding Considerations in approving the Project is set forth in Section V herein.

This Findings of Fact document is organized into the following sections:

- A. Section I, "**Introduction**," provides an Introduction to the Document.
- B. Section II, "**Project Description**," provides a summary of the Project, a statement of the Project objectives, the alternatives considered in the Final EIR, and an overview of the Record of Proceedings for approval of the Project.
- C. Section III, "**Certification of the Final EIR**," provides an overview of the EIR process and sets forth the City's findings in support of certification of the Final EIR.
- D. Section IV sets forth the **Findings** required under CEQA, as follows:
 - 1. Part IV.A: Findings regarding the environmental review process and the contents of the Final EIR.
 - 2. Part IV.B: Findings regarding the environmental impacts of the Project and the mitigation measures for those impacts identified in the Final EIR and adopted as

conditions of approval. As described in Part IV.B, the City hereby adopts the impact findings as set forth in Exhibit A to these findings.

3. Part IV.C: Findings regarding alternatives and the reasons that such alternatives to the Project are not approved.

E. Section V, "Statement of Overriding Considerations," sets forth the substantial benefits of the Project that outweigh and override the Project's significant unavoidable impacts, such that the impacts are considered acceptable.

II. PROJECT DESCRIPTION

A. Development of the Project.

The Project consists of the development and operation of regional commercial center located on 21.8± acres in the southwestern portion of the City of Porterville. The Project is the second and last phase of the Riverwalk Marketplace Commercial Center regional shopping center. The Project completes the development of the Riverwalk Marketplace commercial retail center that the City approved in or about 2006, and that has been partially developed with a Lowe's Home Improvement Store and other retail uses. The EIR prepared and certified for the Riverwalk Marketplace commercial center initially included both Phase I and Phase II—with one of the project's main anchors being the Walmart Store. However, organized Walmart opposition threatened to delay the entire project for an indefinite time while the City and EIR could address their primary contention that the Walmart store would result in "urban decay" in the rest of the City. Ultimately, the Riverwalk Marketplace developer/applicant scaled back the proposal to exclude what would eventually become Phase II including the controversial Walmart Store. Due to the change in the project description resulting from the removal of Walmart anchor and Phase II, the site plan and building layout Riverwalk Marketplace was redesigned, and the EIR did not evaluate the Project that the City has approved, as reflected in these Findings of Fact.

The Riverwalk Marketplace developer, city residents and City have waited six years for the completion of the Riverwalk Marketplace Phase II EIR. The existing commercial center's six (6) year struggle to fill its vacant tenant spaces is anticipated to come to an end with the approval and development of the Project and its Walmart Store anchor, as indicated by substantial evidence in the record.

The Project will complete the Riverwalk Marketplace commercial center with an additional 202,854 square feet of commercial floor space located west of the existing center. The Project would be anchored by a 161,602 square foot Walmart store, and four retail/restaurant pads located around the southern perimeter of the Project site. The Project is projected to provide approximately 340 new full- and part-time jobs, with 300 of those jobs attributed to the Walmart store.

1. Project Site.

The project site located on a 21.8 acre site on the northeast corner of Indiana Street and Vandalia Avenue, northeast of the State Route 190/State Route 65 interchange in the City of Porterville. The Porterville 2030 General Plan designates the site as Retail Centers (CR),

which the City reserved for regional shopping centers located at major roadway intersections. Large format or "big box" retail uses are permitted by right pursuant to the site's Central Commercial (C-2) with a Planned Development (PD) Overlay zoning classification. The site is subject to the Viejo Robles Conceptual Development Plan, which is being amended to designate the remainder of the site for commercial uses consistent with the City's 2030 General Plan. The Project site's location within the Viejo Robles Planned Development triggers the need for a conditional use permit. (Zoning Ord. §1710.A). A CUP is also necessary for the off-site sale of alcohol under a Type 21 alcohol license at the Walmart store. A Tentative Parcel map is also necessary for dividing the project site into five separate lots.

The site remains vacant, and is sited immediately west of the existing Riverwalk Marketplace commercial retail center. Other surrounding uses include residences to the north, to the south beyond State Route 190, and to the west. The site is located about a quarter of a mile east of State Route 65. The project site was disturbed by rough grading during the construction of the adjacent Riverwalk Marketplace Phase I and development of Vandalia Avenue, which bisects the southerly portion of the project site. As part of Riverwalk Marketplace Phase I, curb and gutter improvements exist along Vandalia and Springville Avenues. An existing sidewalk with a landscaped parkway and street trees can be found along the south side of Vandalia Avenue. Existing frontage improvements include nostalgic street lights along both sides of Vandalia Avenue and standard "cobra head" street lights along Springville Avenue. There are no frontage improvements currently installed along the Riverwalk Phase II side (east side) of Indiana Street; however the Project includes installation of extensive landscaping onsite as well as landscaped parkways, street trees and sidewalks along the public right of way.

Site access will be provided at several points. The main vehicular access will be provided via three drive approaches off of Vandalia Avenue, with secondary approaches off of Indiana Street, Springville Avenue and by way of private drive aisles through Riverwalk Marketplace Phase I. Delivery trucks will access the Project site through a vehicular connection point on Springville Avenue and along the back loading zone that connects to the existing shopping center east of the project site. Loading for the Walmart Store will take place along the north frontage of the Walmart building at the loading docks. Loading for the other pads is provided with individual loading zones near each building.

B. Project Characteristics.

1. Walmart Store Operational Features.

The Walmart store would operate 24 hours a day, 7 days a week, offering general merchandise and grocery sales, a garden center, a medical clinic, a pharmacy with drive-up window, a food tenant, a branded retail tenant, and outdoor seasonal event sales. The food sales area would occupy approximately 25,000 square feet, with a food sales support area of just under 10,000 square feet. The medical clinic would provide basic services, such as check-ups, and would not offer more advanced services such as surgical procedures. Store support uses include outdoor storage, loading docks, mechanical equipment, and a trash compactor. These operational features are well-screened and buffered, as described below:

Loading facilities. Loading facilities will be located in the rear of the store on its northern side, and consist of four truck bays (with below grade truck wells) and one at-grade delivery door. Walmart loading docks are entered by a truck backing down a ramp depressed to more than 4 feet below ground level, with side block walls that stand 10 feet above ground level. Those ramp walls provide screening and additional noise-reduction. The loading dock bay doors attach to the rear of the truck using sealed rubber gaskets that enable unloading activities to occur inside the store, directly from the truck to the building.

Truck deliveries. The following truck deliveries, truck type, are anticipated at the Walmart store: (1) Four-axle trucks with transport refrigeration units - 13 trucks per week; (2) Four-axle trucks without transport refrigeration units - 38 trucks per week; and (3) Two-axle/vendor trucks - 44 trucks per week (no deliveries on Wednesday or Sunday). Delivery-related noise was not identified as creating a significant unavoidable impact in large part due to the following features:

a. Walmart trucks equipped with automated engine shut off features which prevent idling of more than 3 minutes (State Law prohibits idling over 5 minutes).

b. Walmart refrigeration trucks which also automatically shut off after 3 minutes of idling (though a small built-in motor, which produces noise levels approximately equivalent to a standard window air-conditioning unit, consuming less fuel and emitting less harmful pollutants than the truck engine, is utilized to keep deliveries cool.

c. Trucks and loading bays, equipped with rubber gaskets that form a temperature and sound-attenuating seal between the rear of delivery trucks and the loading area inside the store.

Forklifts—No Nighttime Use Permitted. Forklifts are generally used in the store and in the vicinity of the loading area and exterior garden center. The EIR found that nighttime forklift usage would exceed the City's L_{max} nighttime threshold of 45dB(A). Specifically, forklift use was found to create a noise level of 67.2 dB(A) at the closest residence, located 138 feet from the noise source. Mitigation Measure Noise 5.7-3 prohibits forklift operation between the hours of 10 PM and 7AM daily.

Soundwalls and Visual Screening. To minimize noise-related impacts upon residents and provide visual screening from store operations to the northwest, north, and northeast of the Walmart store, the Project includes new screen walls at the northwestern site boundaries, and additionally continues construction of the existing northern screen wall (from Phase I) across the northern boundary of the Walmart site (save for an opening for incoming delivery and service vehicles). Specifically, the Project includes as part of its design:

d. A 12-foot masonry block sound wall will be built atop a 3 foot tall berm to screen the loading dock area, for an effective height of 15 feet of screening and noise attenuation along the Project site's northern boundary.

e. 10-foot barrier walls will run along both sides of the delivery truck ramp that leads to the below-grade loading docks (docks recessed 4 feet $\pm$ at deepest portion).

f. A 14-foot screen/sound wall to be constructed along the northwestern property line.

g. An 8-foot screen/sound wall which will run along the portion of the northern site boundary which is most immediately adjacent to Indiana Street;

h. Screen walls around trash compacting and solid waste/recycling storage facilities; and

i. Parapet walls will be constructed above roof level to screen roof-top equipment.

2. Outlot Development.

The Project's parcel map will legally divide the two existing parcels and a remainder into five new parcels. In addition to the Walmart Store, remaining retail pads are located along the Project site's southern and eastern perimeter, fronting Vandalia Avenue and Indiana Street, ranging in size from 6,781 square feet up to 14,040 square feet for a combined total of 41,252 square feet of commercial uses. No tenants currently have been selected, but they may include apparel, banks/financial services, electronics/telecommunications, health and beauty, home entertainment, novelties, postal/shipping, and similar uses. Restaurant tenants may include quick-serve and sit-down restaurant uses.

3. Project Design.

a. Walmart Building Architectural Elements.

The design of the Walmart building reflects the ambiance and scale of Porterville and the surrounding development, with significant building enhancements and articulation to match the architectural style of the existing Riverwalk Marketplace Commercial Center. Building colors feature neutral earth tones to complement other buildings in the center and the Spanish/Mediterranean architectural features proposed on the southern façade. Store elevations also include enhanced entryways, towers, tile roofs, stucco exteriors, arches, cornices and window treatments similar to those found in the existing Riverwalk Marketplace Commercial Center. Staff worked extensively with the applicant to ensure that building massing was broken up by varied wall planes, roof lines, and other architectural features that lead to a quality design. Attachment 4- Exterior Elevation depicts the building elevations, materials and colors. The primary building material will be masonry block designed with an earth-toned color palate that also features multicolor accent walls. Large expanses of walls will receive architectural treatment, including the distinct articulation of colors, textures, and shapes.

b. Soundwall Design.

As noted, a twelve foot (12') high masonry block wall is proposed on top of a landscaped three foot (3') berm along the north property line to screen the Walmart Store's loading zone from residences on the north side of Springville Avenue and provide sound attenuation. The new sound/screen wall and landscaped berm will both extend the design of the existing masonry block wall currently located on the north side of the existing Riverwalk Marketplace Center and

match it in terms of height, style, and materials, as will the 14-foot sound/screenwall that will continue along the Project's western boundary and the 8-foot wall along the project's northwestern boundary which is most immediately adjacent to Indiana Street.

c. Landscaping Design.

The Project incorporates a number of landscaping and design features to create an aesthetically pleasing development. Architectural details such as trellises, tower elements, and other architectural features have been incorporated into the project design, consistent with the architectural design's theme of pedestrian-friendly features that helps soften building mass. Landscaping is provided throughout the site and is consistent with that of the existing shopping center, with the most intensive landscape schemes located at the site vehicular entrances along Vandalia Avenue and Indiana Street. Shade trees are proposed every four (4) parking spaces throughout the parking lot and at the end of parking isles, which exceeds the Municipal Code requirement of a minimum of one tree per eight parking spaces. Shrubs, ground covers, and accent lawns would be incorporated into the landscape design where applicable. Additional landscaping is provided along the perimeter of the site and near proposed buildings to enhance the visual quality of the development. Some landscaping details adjacent to Pads 12, 13, 14 and Outlot A have been left out in order to accommodate flexible building site needs of future tenants. Exact landscaping arrangements around these buildings will be provided and reviewed at the time they are proposed for construction. Landscaping is also provided along both screening walls along the west and north boundaries of the site, to enhance the visual quality of the walls and reduce likelihood of graffiti.

In addition, the applicant will install City-approved street trees along the Springville Avenue, Indiana Street, and Vandalia Avenue frontages of the property. A 5-foot-wide screen-planting strip would also be planted along a property line separating the parking area from any adjacent public street.

All landscaping will be watered by an automatic irrigation system and will be permanently maintained by the property owner. The project must comply with the city's Water Efficient Landscape Ordinance, which establishes design criteria for water-efficient landscaping in new projects.

d. Signage.

Phase I of Riverwalk Marketplace included a master sign program that set the standard for signage in design, size, location, appearance, and number. The existing freestanding signs fall into two categories: center identification signs and multi-tenant (smaller scale) monument signs. The center identification signs have accounted for Walmart signage.

Project signage will be governed by the Riverwalk Marketplace Sign Program, which includes the Walmart sign program (Specific Plan, Exhibit B) and the above-referenced Riverwalk Marketplace Phase I sign program. The Walmart sign program describes Walmart's use of several existing multi-tenant monument signs that exist in Phase I, including a space on the large pylon sign along State Route 190. Signage also includes several small multi-tenant signs and six wall signs on the Walmart building. All signage is intended to be tasteful,

appropriate in scale, and harmonious in design to the existing signage of the center. The outlot signage is unknown at the time of this writing, but would likely include illuminated wall signage similar to other nearby commercial uses, depending on the ultimate tenant mix. Project conditions require sign permit approval in accordance with the Riverwalk Marketplace Sign Program which includes guidelines for signage on the outlot building pads.

e. Project Lighting.

The Project includes a combination of lighting fixtures located throughout the site and parking area. Various one, two, three, and four light fixtures would be located in these areas, and would be mounted on poles 39 feet in height, with a three-foot base for a total height of 42 feet. Decorative wall lighting fixtures would be used to highlight the front façade and below tree canopies at the pedestrian level along main entries, and along the sign wall to create a nighttime environment that promotes safe movement of pedestrian and vehicle traffic. The decorative pole lights would have an average height of 12 feet. Security lighting would be located at service areas. Project lighting as designed is shielded, recessed, and directed to prevent Project site lighting spilling onto adjacent uses. Illuminated wall signage is reserved for the Walmart building's front elevation. This will reduce lighting impacts to neighboring properties.

f. Roof Plan.

The Walmart building would locate mechanical equipment on the roof including rooftop air conditioning units and condenser houses. The air conditioning units would be Lennox SG Series units and would be made up of 3-ton units (four), 5-ton units (six), 10-ton units (ten), and 20-ton units (six). These air conditioning units would be spread over the rooftop area. In addition, approximately 234 skylights would be spread evenly over the roof's surface. These skylights would be used to reduce electric lighting during the daytime, as described further under Sustainable Features, below. Three condenser houses and three refrigeration units would be located at the northwestern portion of the building rooftop. These units would supply the refrigeration needs for the grocery sales area, which would be located directly underneath. A parapet wall of approximately 7 feet high would surround the perimeter of the roof to screen the rooftop mechanical uses from surrounding views, as well as attenuate noise from these units.

g. Security Measures

Walmart Project security features will help ensure a secure environment for project customers and employees, and will require the new Walmart Store to:

- (i) Conduct a risk analysis (crime survey) of the area to evaluate the security needs for the store and implement a security plan based upon this analysis;
- (ii) As appropriate, based upon the crime survey, establish a parking lot patrol that assists customers, ensures safety and takes action to identify and prevent any suspicious activity (such as loitering and vandalism) both during the day and nighttime hours; and employ a plainclothes patrol inside the store to ensure safety and security.

(iii) Install closed-circuit camera systems (surveillance cameras) inside and outside the store.

(iv) Establish a Risk Control Team, which is a team of associates responsible and trained to identify and correct safety and security issues at the site.

(v) Provide lighting in the parking areas that will ensure public safety.

(vi) Prohibit consumption of alcohol in the parking lots by having associates regularly "patrol" the parking areas while collecting shopping carts, and report any inappropriate activity to the store managers. (Also, per state law, alcohol sales will be limited to the hours of 6:00 AM to 2:00 AM of the following day).

h. Sustainable Features

Walmart implements a number of sustainable practices that reduce their impact on the environment. By implementing the latest sustainable features in use by Walmart when the Project is built, the store will meet or exceed the energy efficiency rating standards of Title 24. To achieve this reduction in energy consumption, the Walmart store will incorporate, at a minimum, the following sustainability features, or other features that are equally efficient and in use at the time of Store construction described in the EIR at pages 3.0-24-3.0-27.

C. Project Objectives

The Project seeks to fulfill the basic objectives set forth in the EIR at page 3.0-1-3.0-2 ("Project Objectives"), described herein as follows:

1. To help reverse leakage of retail spending from Porterville to outlying retail centers;
2. Develop the project site with a regional retail shopping center in conformance with the City of Porterville General Plan and other applicable land use regulations;
3. Maximize the retail opportunity presented by a site located along the Jaye Street Corridor and immediately adjacent to State Route (SR) 190, a significant transportation corridor.
4. Take maximum advantage of transportation improvements already built along the Jaye Street Corridor and intended to accommodate additional commercial land uses complimentary to those already in existence;
5. Maximize the opportunity to provide commercial development of sufficient scale to serve a regional market area in locations in close proximity to the intersection of SR-65 and SR-190 to help establish this area as a retail shopping destination, as envisioned in the City general Plan;

6. Provide a commercial retail development that:

a. Meets the current unmet demand of the consumers residing within the City of Porterville and demand from planned future residential development in the City;

b. Serves both the local and regional market area to attract customers and new business including retailers into the City of Porterville;

c. Results in a net fiscal benefit to the City of Porterville by providing new sales tax revenue and increased property tax revenues;

d. Creates new jobs and opportunities for City residents in furtherance of the goals and policies of the General Plan's Economic Development Element;

e. Maximizes the opportunity for Riverwalk Marketplace Phase I to serve as a well-designed retail center that will capture out of town sales tax revenue.

D. Summary of Alternatives in the Final EIR

Section 6.0 of the RDEIR examined the environmental impacts of each of the following Project Alternatives as compared with the original Project, and evaluated the relative ability of each alternative to satisfy the Project Objectives:

1. **No Project/No Development Alternative:** The Project site would remain in its existing condition and no development would occur;

2. **No Project/Future Development:** The project site would be developed at an unspecified time in the future in a manner consistent with applicable site land use designations.

3. **Reduced Density Alternative:** The site would be developed with a total of 179,172 square feet of retail space split among four building pads. The overall site plan would be similar to that of the project and building pads 12 through 14 would remain unchanged in size and location. Outlot A would not be developed and would serve as a landscape buffer and the grocery component of the Walmart Store would be removed for a total store size of 141,701 square feet along with a 6,612 square foot outdoor garden center.

4. **Mixed-Use Center Alternative:** This alternative would develop 270 residential units and approximately 91,500 square feet of commercial uses. The commercial uses would include a Walmart totaling 61,500 square feet and several outlots totaling 30,000 square feet that could be used for small retail tenants or restaurants. Parking would be provided in surface parking lots rather than in parking structures.

5. **Alternative Project Location Alternative.** This alternative analyzes the development of an approximately 21.8 acre project site located approximately 1 mile southwest of the project site, at the northwest corner of SR-65 and Scranton Avenue. This alternative would be the same size and design as the proposed project.

E. Record of Proceedings

Various documents and other materials constitute the record upon which the City bases these findings and the approvals contained herein. The location and custodian of these documents and materials is the City of Porterville Community Development Department, located at 291 North Main Street, Porterville, CA 93257.

III. CERTIFICATION OF THE FINAL EIR

The Final EIR comprises a project-level analysis containing the environmental review evaluating the impacts of approval of the Project and the Associated Approvals, which include approval of Conditional Use Permit No. 2-2010 and Parcel Map No. 4-2010. The Final EIR has State Clearinghouse No. 2008091149, and the EIR was prepared in the manner specified in Section IV.A.1, which is incorporated by reference here. The Final EIR is comprised of four volumes of information, which include:

A. The Revised Draft Environmental Impact Report ("RDEIR"), which consists of three volumes.

1. Volume 1 of the RDEIR assesses the potential environmental effects of implementation of the Project, identifies means to eliminate or reduce potential adverse impacts, and evaluates a reasonable range of alternatives.
2. Volumes 2 and 3 of the RDEIR consist of Appendices referred to in Volume 1.

B. The comments on the RDEIR submitted by interested public agencies, organizations, and members of the public; written responses to the environmental issues raised in those comments; a list of refinements to and clarifications to the RDEIR, and revisions to the text of the Draft EIR reflecting changes made in response to comments and other information. This information together comprises Volume 4.

C. The City hereby certifies as follows:

1. That it has been presented with the Final EIR and that it has reviewed and considered the information contained in the Final EIR prior to making the following certifications and the findings in Section IV, below;
2. That, pursuant to CEQA Guidelines Section 15090 (Title 14 of the California Code of Regulations, Section 15090), the Final EIR has been completed in compliance with the CEQA and the State CEQA Guidelines; and
3. That the Final EIR reflects its independent judgment and analysis.

IV. CEQA FINDINGS

Having received, reviewed, and considered the Final EIR and other information in the record of proceedings, the City hereby adopts the following findings in compliance with CEQA and the CEQA Guidelines:

- Part IV.A: Findings regarding the environmental review process and the contents of the Final EIR.
- Part IV.B: Findings regarding the environmental impacts of the Project and the mitigation measures for those impacts identified in the Final EIR and adopted as conditions of approval. As described in Part II.B, the City hereby adopts the impact findings as set forth in Exhibit A to these findings.
- Parts IV.C&D: Findings regarding alternatives discussed in the Final EIR and the reasons that such alternatives to the Project are not approved.
- Part IV.E: Findings Regarding Project Alternatives Scoped-Out of the EIR.
- Part IV.F: Findings Regarding Adequacy of Range of Alternatives.
- Part IV.G: Description of the Mitigation Monitoring and Reporting Program ("MMRP") for the Project which is included as Exhibit B to Attachment 3 (Final EIR Resolution), and is incorporated herein in its entirety by reference.
- Part IV.H: Summary of the findings and determinations regarding the Project.

In addition, these findings incorporate by reference Section V of this document, which includes the Statement of Overriding Considerations and determines that the benefits of implementing the Project outweigh the significant and unavoidable environmental impacts that will result, and therefore justifies approval of the Project despite those impacts.

The City certifies that these findings are based on full appraisal of all viewpoints, including all comments received up to the date of adoption of these findings that concern the environmental issues identified and discussed in the Final EIR.

A. Environmental Review Process

1. Draft EIR Initial Study/Notice of Preparation

On September 29, 2008, the City of Porterville circulated the Initial Study/Notice of Preparation (IS/NOP) to responsible agencies, trustee agencies, and regional agencies, along with organizations and interested persons for the 30-day circulation period required under CEQA Guidelines, Section 15082. The IS/NOP described a project proposing development of a 225,580-square-foot commercial center. The IS/NOP requested that the agencies, organizations, and others provide the City of Porterville with specific details about the scope and content of the

environmental information to be contained in the Draft Environmental Impact Report (Draft EIR), as it related to each entity's area of statutory responsibility.

Following circulation of the IS/NOP, updated project plans reflected an increase in total square footage from 225,580 square feet to 256,471 square feet. Rather than proceed with the Draft EIR's evaluation of a 256,471 square foot project, the City determined that it would instead update and reissue the NOP for an additional 30-day review period starting on November 25, 2008. The second NOP circulation period closed on December 24th. In all, the public received nearly 90 days to review and comment upon the scope and content of the Draft EIR for Riverwalk Marketplace Phase II project.

2. Draft EIR Release for Public Review and Comment.

Draft EIR SCH# 2008091149 was prepared and circulated for a 45-day public review period as required by state law from April 1, 2010 to May 17, 2010. The City Council conducted a public hearing to receive comments on the Draft EIR.

3. Preparation of the Revised Draft EIR.

After the Draft EIR had been released for public review and all comments had been received, the City learned that the project's square footage had been reduced in size from 222,715 to 202,854 square feet. The City concluded that this square footage reduction would affect the project description and potentially require revised analysis and conclusions in each section of the Draft EIR's impact analysis. Instead of preparing a Final EIR that encompassed this level of potential change to the Draft EIR's analysis, the City decided to prepare and circulate a Revised DEIR ("RDEIR"). The RDEIR would evaluate the revised project with its reduced square footage, and would include an expanded noise analysis using a 2009 City Noise Ordinance that had not been in use when the Draft EIR was prepared and had not been made publicly available since that time.

The City intended that the RDEIR would address the public comments received on the Draft EIR with a revised impact analysis or with additional information needed to clarify the Draft EIR's analysis of an issue, in particular, the written DEIR comments submitted by attorney Mark Wolfe on behalf a group opposed the Walmart project operating under the name "Healthy Community Networks."

4. RDEIR's Circulation for Public Review and Comment.

On February 22, 2011, the City provided the State Clearinghouse with a Notice of Completion, and published the Notice of Availability in the Porterville Recorder. The RDEIR was circulated for public review and comment from February 22, 2011 to April 8, 2011.

The Porterville City Council conducted a public hearing on March 15, 2011 for the purpose of allowing the public an opportunity to provide oral and written comments on the RDEIR. The City Council received 20 verbal comments at this hearing. At the close of the public review period on April 8, 2011, the City had received 28 public written comments on the RDEIR. Of these comments, three were from public agencies. One of these letters was a transmittal letter from the Governor's Office of Planning and Research State Clearinghouse and

Planning Unit acknowledging that the City had complied with the review requirements for state agencies and that no comments from state agencies had been received by the Clearinghouse. The other two were from the California Department of Transportation and the San Joaquin Valley Air Pollution Control District. The remaining 25 comments were received from private individuals. Of these remaining comments, 7 raised substantive comments on the Draft EIR that were addressed in the Final EIR, and 21 expressed unqualified support for the Project. All comments received are included in the Final EIR with a written response as required by CEQA.

5. Final EIR Preparation Public Release – January 2012.

The Final EIR consists of the RDEIR together with a single volume dated January 2012 and titled *Riverwalk Marketplace Phase II Final Environmental Impact Report*. The Final EIR Section 2 is the “Response to Comments” section. It includes all written and oral public comments submitted on the RDEIR by interested public agencies, organizations, and members of the public and the City’s written responses to the environmental issues raised in those comments. Section 3 includes all “Additions and Corrections” made to the RDEIR which reflects the changes made in response to comments and other information. Section 3 includes a list of the RDEIR pages where refinements, clarifications and corrections were made, followed by those same pages, as corrected.

On January 27, 2012, the City posted the Final EIR and the its Notice of Availability online at the City’s website <http://www.ci.porterville.ca.us/>. The Notice of Availability indicated that the EIR was available for public review in print form at the following address: City of Porterville, 291 North Main Street, Porterville, California 93257 and was available to review online at the City of Porterville’s website: <http://www.ci.porterville.ca.us/>

The three public agencies that submitted comments on the RDEIR each received a CD of the Final EIR via overnight carrier on January 27, 2012. Delivery confirmations are on file with the City of Porterville. The City sent each individual that commented on the Draft EIR a copy of the Notice of Availability of the Final EIR.

B. Impact Findings.

The City finds and determines that the Final EIR provides adequate, good faith, and reasoned responses to all comments raising significant environmental issues.

1. Absence of Significant New Information

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR, but before certification of the Final EIR. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. The CEQA Guidelines provide examples of significant new information under this standard.

The City recognizes that the Final EIR contains additions, clarifications, modifications, and other minor changes. With respect to this information, the City finds as follows:

a. Air Quality. Comments received from the San Joaquin Valley Air Pollution Control District (SJVAPCD) requested minor changes to the methodology by which air quality impacts were calculated in the RDEIR. These refinements did not affect the conclusions presented in the RDIR, but rather refine analysis presented in the RDEIR. The following modifications were made in response to the Air District's comments:

Terminology: The agency indicated that the RDEIR erroneously stated that "stationary" sources include both "point" and "area" sources of emissions, whereas the agency's guidance notes that "stationary/point" sources and "area" sources are two separate categories of emissions. The agency requested that this statement be corrected. Changes have been made in the Errata Section of the Final EIR to provide the correct terminology for stationary sources.

Health Risk Assessment: The December 2011 Final HRA incorporates all revisions suggested by the SJVAPCD. The HRA also responds to Attorney Mark Wolfe's comment criticizing the RDEIR's analysis of the Project's potential to result in a significant impact related to the emissions of toxic air contaminants, or "TACs". In response, an updated cumulative TAC analysis was prepared using the methodology Mr. Wolfe strenuously advocated be used on a recently-approved Walmart Project EIR, going so far as to file a CEQA challenge to that EIR on the basis that the EIR should have utilized the San Francisco Bay Area's own Air District's adopted thresholds for conducting a "cumulative TAC analysis," notwithstanding the fact that the governing district, the SJVAPCD, does not have an adopted threshold to use for conducting a cumulative TAC analysis and has consistently instructed the air quality consultant for that EIR not to prepare a "cumulative TAC analysis." The supplemental cumulative TAC analysis confirms the conclusions in the RDEIR that the Project's emissions would not result in a significant increase in health risks. The Final HRA and supplemental cumulative TAC analysis present no "new information" that would trigger recirculation Per CEQA Guideline Section 15088.5. The results of the HRA, incorporating all revisions requested by the SJVAPCD, confirm that RDEIR's conclusions that the Project will not exceed SJVAPCD thresholds for cancer risk and chronic non cancer health hazards.

NOx: Modifications to the NOx analysis presented in the RDEIR were also made based on SJVAPCD comments. Incorporating SJVAPCD recommendations, the amount actually achieved through rule compliance can be confirmed by use of the SJVAPCD Rule 9510 Fee Estimator that provides the official reductions required when submitting an Air Impact Assessment Application to the SJVAPCD. In this case, a 25 percent reduction from the 13.14 tons per year baseline results in NOx emissions of 9.85 tons per year, which is below the SJVAPCD NOx significance threshold of 10 tons per year.

Ambient Air Quality Analysis: At the request of the SJVAPCD, an Ambient Air Quality Analysis (AAQA) was prepared for the project. The results of the AAQA confirmed that the project would not result in an exceedance of state or federal ambient air quality standards.

b. **Noise.** The RDEIR identified the estimated post-project noise levels at the residences nearest to the project site, which included 11 homes located along Springville Avenue and 10 homes located along S. Indiana Street. These homes were selected for evaluation in the RDEIR based on their proximity to the project site, where the greatest operational noise impacts were anticipated to originate. Due to existing and projected future traffic noise, the noise levels at these homes exceed a daytime noise level of 50.0 dB(A) and a nighttime noise level of 45.0 dB(A) under 2012 without project conditions and future (2030) cumulative without project conditions. In this situation, the RDEIR found that a significant project-related impact would occur if the Project's contribution to the existing noise levels would be greater than 1.5 dB(A). The increase in noise levels at these homes under 2012 plus project conditions and future cumulative (2030) plus project conditions would be greater than 1.5 dB(A). Therefore, the noise impacts at these homes under 2012 plus project conditions and future (2030) cumulative plus project conditions is considered significant and unavoidable even after mitigation. Further mitigation to reduce the sound made by vehicles and lessen the noise levels experienced at these homes both under current conditions and post-project conditions has not yet been developed.

In response to public comments questioning why the RDEIR's noise evaluation did not also evaluate noise levels at the residents located behind the eight homes selected, the noise consultant refined the RDEIR's noise modeling to identify the noise-attenuation provided by the existing eight homes on S. Indiana Street relative to the homes further west of the Project on Milo Place.

The Final EIR includes noise modeling for eight homes located on Milo Place for non-transportation noise sources. These homes are located to the west of the project site but were not included in the RDEIR. The noise modeling in the RDEIR modeled the noise impacts for non-transportation sources for the row of homes along S. Indiana Street, which are located in front of the homes on Milo Place, when viewed from the perspective of the project site. Noise levels are generally reduced by increasing the distance between the source and receptor and by placing barriers (e.g., buildings) between the source and receptor that blocks the line-of-sight. It was expected that due to the increased distance between the project site and the homes on Milo Place and the attenuating effect of the row of homes along S. Indiana Street, the noise levels for the homes along Milo Place would exhibit lower levels compared to the homes along S. Indiana Street.

The analysis in the Final EIR indicates that the estimated daytime (Ld) noise levels from non-transportation project noise at the homes along Milo Place, which are located behind (to the west of) the homes along S. Indiana Street, would be below 47 dB(A) with attenuation. The nighttime (Ln) values are lower by approximately 3 to 4 dB(A) for the corresponding houses. Thus, the nighttime noise levels from non-transportation project sources would be below 45 dB(A) for the homes along Milo Place. Again, the noise reduction is based on the attenuating effects of increased distance between the source and receptor and the row of homes that would act as a barrier and block the line of sight for the homes along Milo Place. Because the noise levels for the homes along Milo Place would be less than the noise levels already identified in the RDEIR, the noise modeling and additional analysis reveals no new or more significant environmental impacts, within the meaning of Guidelines Section 15088.5.

c. **Transportation.** Since circulation of the RDEIR, minor clarifications were made to Transportation Mitigation Measures 5.10-5 and 5.10-6 which address the intersections of Plano Street/Poplar Avenue (SR 190) and SR-65/Scranton. The changes reflect the City's determination that intersection widening, rather than installation of a traffic signal, is the preferred interim improvement at both intersections. The Project will still pay a fair-share financial contribution to the cost of the improvement, as described in Final EIR pages 5.10-41 and 42. Payment of the fair share costs for widening at both intersections will continue to mitigate the Project's impact at the intersections to a level that is less than significant. The Project remains responsible for 2.23 percent (Plano/Poplar) and 2.28 percent (SR-65/Scranton) of the traffic volumes at these intersections and its fair-share payments to the City will total 2.23 percent and 2.28 percent of the costs for the planned improvements. The Project's fair-share payments will reduce the impacts of the project to a less than significant level.

d. **Other Minor Changes.** Various minor changes and edits have been made to the text and tables of the RDEIR, as set forth in the Final EIR. These changes are generally of an administrative nature such as correcting typographical errors, making minor adjustments to the data, and adding or changing certain phrases to improve readability.

e. **Late Comments from Attorney Mark Wolfe in his February 6th letter.** Late February 6, 2012, City staff received a 79-page package of additional EIR comments from Mark Wolfe and Associates (the "Wolfe letter"). Wolfe and his experts opine on a number of points related to the EIR's analysis of (1) greenhouse gas emissions; (2) traffic and in essence, the applicability of Transportation Demand Measures to mitigate a 2030 cumulative traffic impact caused by the estimated queuing distance at the intersection of Intersection #3--Olive Avenue/Jaye Street; and (3) and the project's noise impacts on adjacent residents that disagree with the expert opinions of the City's own experts retained to prepare the EIR and its underlying technical studies related to noise. A difference of opinion among experts does not amount to a violation of CEQA. The City is aware of Mr. Wolfe's practice of submitting detailed comments on the eve of a City Council hearing on a Walmart Project, and of his hiring of consultants to comment on an EIR and help prepare the late comments. Mr. Wolfe retained the same traffic and noise consultants in support of his opposition to the Visalia Walmart Expansion Project approved in June 2011. There, he submitted over 200 pages of late comments and underlying expert studies on the Walmart Expansion Project's EIR, also on the eve of the City Council hearing on the Project. The City has a copy of both the Wolfe submittal and the City's rebuttal memo and is familiar with their contents. In response to the late comment letter submitted by Attorney Mark Wolfe & Associates on February 6, 2012, Staff has coordinated with the team of experts utilized in the preparation of the EIR to review the Wolfe letter and respond to its contents. The City together with its EIR consultant has prepared a response to the Wolfe letter, set forth in the City's February 7, 2012 Rebuttal Memo to Council. Specifically, staff worked with Impact Sciences and their air quality, noise and traffic consultants, as well as Michael Brandman & Associates to prepare the responses to Mr. Wolfe's letter and underlying studies he relies upon. The responses, and the entirety of the Rebuttal Memo are hereby incorporated by reference in this document as though fully set forth herein.

The City finds that the Wolfe letter does not raise any new significant information within the meaning of CEQA Guidelines Section 15088.5 that would require the revision of the

EIR and its recirculation for further public review and comment. Instead, the Wolfe letter presents the opinions of the consultants he appears to have retained last week that he also retained to assist him in challenging the Visalia Walmart Expansion Project in June 2011, which he subsequently filed a CEQA lawsuit challenging that project's EIR.

(i) It is the opinion of the City that the Wolfe letter does not raise any issues that would indicate that the EIR failed to disclose a significant project impact, relied upon a defective methodology in evaluating project impacts, or otherwise contains a flaw that would require the EIR to be revised and recirculated for further public review.

(ii) The Wolfe letter and its underlying studies does not constitute significant new information or demonstrate that the public has been denied meaningful public review or the opportunity to comment on additional project impacts or feasible mitigation measures or alternatives that are not adopted.

(iii) As a response to questions posed in the late correspondence, the Rebuttal Memo provides further explanation and clarification of information already contained in the FEIR. The City disagrees with Wolfe letter's characterization of the Final EIR responses to his comments on the RDEIR, reaffirms that the Final EIR provided thorough and complete responses to all comments received during the 45-day RDEIR review period.

(iv) The City has strived to provide all information in a timely and complete manner with the intent that all potential impacts are appropriately evaluated and presented for meaningful public review and comment, and to provide all of the potential impacts and benefits of the proposed Project to the decision makers. All requested information that was reasonably related to the analysis and potentially significant environmental impacts have been presented in a good faith effort at full CEQA compliance.

(v) While the nearly 80 pages of technical information should have been provided to the City during the appropriate 45-day comment period for the Draft EIR, the City has endeavored to respond in good faith and has prepared responses to each of the issues raised in the comments which follow in order to provide final clarity on these issues for purposes of producing a complete administrative record.

The City finds this additional information does not constitute significant new information requiring recirculation, but rather that the additional information merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

In addition to the changes and modifications described above, the Final EIR provides additional information in response to comments and questions from agencies and the public. Prior to approval of the Project, commenters suggested various additional mitigation measures or modifications to the mitigation measures identified by the EIR, particularly with respect to noise-related design features and mitigation measures. As an example, attorney Mark Wolfe on behalf of the "Healthy Community Networks" suggested an increase in the height of the soundwall to mitigate noise impacts resulting from loading dock activities. However, the EIR includes analysis of the 12 foot soundwall (located atop a 3 foot landscaped berm for a total

height of 15 feet) and its noise-attenuating properties. The Final EIR explained that even with the increased height of the sound wall, post-project noise levels at homes along Springville Avenue would remain the same and continue to exceed the conservative noise level threshold utilized in this analysis. As this suggested mitigation measure does not substantially lessen or avoid identified noise impacts, it is not an effective, appropriate or legally-required measure the City is required by CEQA to impose. The measure would also result in potential aesthetic impacts due to its severe height that exceeded the size of the Riverwalk Marketplace commercial center's existing soundwalls and would inhibit the integrated appearance and functionality of the center.

Other comments requested minor modifications in mitigation measures identified in the Draft EIR; requested mitigation measures that were in fact already incorporated into proposed mitigation; requested mitigation measures for impacts that were less than significant; requested levels of detail that are not necessary for environmental review but will be submitted in advance of later permits and approvals; or requested additional mitigation measures for impacts as to which the Draft EIR identified mitigation measures that would reduce the identified impact to a less-than-significant level; these requests are declined as unnecessary. Additional modifications were suggested to the project design. As stated in the Final EIR, these changes were determined to be infeasible, unsafe, or likely to reduce the effectiveness of other mitigation measures identified for air quality, greenhouse gases, and traffic impacts.

The City finds that information added in the Final EIR does not constitute significant new information requiring recirculation, but rather that the additional information clarifies or amplifies an adequate EIR. Specifically, the City finds that the additional information, including the changes described above, does not show that:

- (1) A new significant environmental impact would result from the Project or from a new mitigation measure to be implemented.
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
- (4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Based on the foregoing, and having reviewed the information contained in the Final EIR and in the record of City's proceedings, including the comments on the RDEIR and the responses thereto, and the above-described information, the City finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the RDEIR that would require recirculation of the Final EIR.

2. Differences of Opinion Regarding the Impacts of the Project

In making its determination to certify the Final EIR and to approve the Project, the City recognizes that the Project involves several complex environmental issues and that a range of technical and scientific opinion exists with respect to those issues. The City has reviewed and considered, as a whole, the evidence and analysis presented in the RDEIR, the evidence and analysis presented in the comments on the RDEIR, the evidence and analysis presented in the Final EIR, the information submitted on the Final EIR, and the reports prepared by the experts who prepared the EIR, the City's consultants, the applicants' consultants, and by staff, addressing those comments. The City has gained a comprehensive and well-rounded understanding of the environmental issues presented by the Project. In turn, this understanding has enabled the City to make its decisions after weighing and considering the various viewpoints on these important issues.

Accordingly, the City certifies that its findings are based on full appraisal of all of the evidence contained in the Final EIR, as well as the evidence and other information in the record addressing the Final EIR.

C. Impacts and Mitigation Measures

These findings provide the written analysis and conclusions of the City regarding the environmental impacts of the Project and the mitigation measures identified in the Final EIR and adopted by the City as conditions of approval for the Project. In making these findings, the City has considered the opinions of other agencies and members of the public, including opinions that disagree with some of the analysis used in the Final EIR.

The City finds that the determination of significance thresholds is a judgment within the discretion of the City; the significance thresholds used in the Final EIR are supported by substantial evidence in the record, including the expert opinion of the Final EIR preparers and City consultants and staff; and the significance thresholds used in the Final EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

Exhibit A attached to these findings and incorporated herein by reference summarizes the environmental determinations of the Final EIR about the Project's environmental impacts before and after mitigation. This exhibit does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, Exhibit A provides a summary description of each environmental impact, identifies the applicable mitigation measures described in the Final EIR, and states the City's findings on the significance of each environmental impact after imposition of the applicable mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the Final EIR's determinations regarding the Project's environmental impacts and mitigation measures designed to address those impacts.

The City approves the findings set forth in Exhibit A hereto as its findings regarding the Project's environmental impacts before and after mitigation. In making

these findings, the City ratifies, adopts, and incorporates the analysis and explanation in the Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The City adopts, and incorporates as conditions of approval of the Project, the mitigation measures set forth in the MMRP attached as Exhibit B to reduce or avoid the potentially significant and significant impacts of the Project, as well as certain less-than-significant impacts.

In adopting these mitigation measures, the City intends to adopt each of the mitigation measures identified by the Final EIR and applicable to the Project. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted from Exhibit B, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in Exhibit B fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control, unless the language of the mitigation measure has been specifically and expressly modified by these findings.

In comments on the RDEIR, various measures were suggested by commenters as additional mitigation measures or modifications to the mitigation measures identified by the EIR. Some of the EIR's mitigation measures were modified in response to such comments. Other comments requested minor modifications in mitigation measures identified in the RDEIR, requested modifications that were infeasible, requested mitigation measures for impacts that were less than significant, or requested additional mitigation measures for impacts as to which the RDEIR identified mitigation measures that would reduce the identified impact to a less-than-significant level; these requests are declined as unnecessary.

With respect to the additional measures suggested by commenters that were not added to the Final EIR, the City adopts and incorporates by reference, separately and independently, the reasons set forth in the responses to comments contained in the Final EIR as its grounds for rejecting adoption of these mitigation measures.

D. Basis for the City's Decision to Approve the Project and Reject Other Alternatives

1. The City Findings Relating to Alternatives.

In making these findings, the City certifies that it has independently reviewed and considered the information on alternatives provided in the Final EIR, including the information provided in comments on the RDEIR and the responses to those comments in the Final EIR. The Final EIR's discussion and analysis of these alternatives is not repeated in total in these findings, but the discussion and analysis of the alternatives in the Final EIR are incorporated in these findings by reference to supplement the analysis here. The City also certifies that it has independently reviewed and considered all other information in the administrative record.

The City finds that the range of alternatives studied in the Final EIR reflects a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the Project's environmental effects, while accomplishing most of the Project Objectives. The City finds that the alternatives analysis is sufficient to inform the City, agencies, and the public regarding the tradeoffs between the degrees to which alternatives to the Project could reduce environmental impacts and the corresponding degree to which the alternatives would hinder the achievement of the Project Objectives and other economic, environmental, social, technological, and legal considerations.

The City finds the Project Objectives are met. As set forth in Section B above, the City has adopted mitigation measures that avoid or reduce, to the extent feasible, the significant environmental effects of the Project. As explained in Section V of these findings, while these mitigation measures will not mitigate all Project impacts to a less-than-significant level, they will mitigate those impacts to a level that the City finds is acceptable. **The City finds the remaining alternatives infeasible. Accordingly, the City has determined to approve the Project instead of approving one of the remaining alternatives.**

In making this determination, the City finds that when compared to the other alternatives described and evaluated in the Final EIR, the Project, as mitigated, provides a reasonable balance between satisfying the Project Objectives and reducing potential environmental impacts to an acceptable level. The City further finds and determines that the Project should be approved, rather than one of the other alternatives, for the reasons set forth below and in the Final EIR.

a. No Project/No Development Alternative

Under CEQA, a "No Project Alternative" compares the impacts of proceeding with a Project with the impacts of not proceeding with the Project. A No Project Alternative describes the environmental conditions in existence at the time the Notice of Preparation was published or some other supportable time period, along with a discussion of what would be reasonably expected to occur at the site in the foreseeable future, based on current plans and consistent with available infrastructure and community services.

The "No Project/No Development Alternative" considered in the Final EIR assumes that if the Project is not approved, no further development of the Project Site would occur in the foreseeable future. Thus, the Project site would remain as a disturbed, unimproved vacant site for the foreseeable future. Typically, a more realistic assumption is that, at some time in the future, the site could be built out with other commercial uses, consistent with its existing entitlements scenario that is evaluated under Alternative 2, No Project/Future Development Alternative.

The City hereby rejects the No Project/No Build Alternative as infeasible. While this alternative would temporarily eliminate the significant unavoidable impacts related to traffic and circulation and noise it would not meet any of the objectives of the Project. With respect to the Project Objectives, the No Project Alternative would not provide additional employment opportunities and would not provide the long-awaited and much needed development on the currently underutilized Project site. On balance, the environmental benefits

that might be achieved with this alternative are outweighed, independently and separately, by the alternative's failure to achieve any of the Project Objectives, and its failure to effect the other beneficial attributes of the Project identified above and in Section V, below.

b. No Project/Future Development Alternative

Under the "No Project/Future Development Alternative," the site is assumed to be developed in a manner consistent with its land use designations. The project site is designated as retail center by the Land Use Map of the Porterville 2030 General Plan and was zoned PD(C-2), Central Commercial Zone with a Planned Development Overlay. The site is served by existing water, sewer, natural gas, telephone, and cable lines that are present within existing roadway rights-of-way. The site offers good visibility from SR-190, and is readily accessible. Perhaps most importantly, there is an existing demand for retail goods and services that is not being met in the City as evidenced by the existing retail sales leakage from the City.

Given the above characteristics, it can be assumed that the site would likely be developed at some time in the future with a retail commercial center if the currently proposed project is not approved. The C-2 land use designation establishes a FAR of 0.35. Therefore, the maximum development that could occur on the approximately 21.8± acre project site would be an approximately 320,160-square-foot commercial development, roughly 100,000 square feet denser than the Project itself.

The Future Development Alternative could result in a 63 percent increase in floor space compared to the proposed project given the allowable FAR, and thus environmental impacts potentially greater than presented by Project could occur. Traffic noise could increase due to the potential for an additional 4,033 average daily vehicle trips, compared to the proposed project. However, it takes a doubling of traffic volumes to create an audible increase in noise levels along a roadway. Since implementation of either the project or this alternative would not double traffic volumes along studied roadway segments, neither development scenario would cause an audible noise increase in roadway noise. As with the project, operational noise levels generated by this alternative would be typical of that occurring in a retail center and would therefore exceed the thresholds provided by the Porterville Noise Ordinance at adjacent single family residential units. While providing no apparent environmental benefit, this alternative also would fail to meet the following Project objectives to the same extent as would the Project, as follows:

The City hereby rejects the No Project/Future Development Alternative as infeasible. This Alternative would not meet the project objectives to the same degree as would the Project due to the fact that site development would be deferred until some unspecified time. This deferment would delay, if not indefinitely postpone the following tangible and long-awaited benefits that the City and its residents would realize from the Project:

Completion of Riverwalk Marketplace: Development of a vibrant retail shopping center that completes the Riverwalk Marketplace Phase I project and help attract much-needed tenants to its vacant spaces, and capture out of town sales tax revenue would not occur as planned, and possibly not for many years given the slow pace of economic recovery. The Future Development Alternative would fail to serve both the local and regional market area and attract

customers and new business including retailers into the City of Porterville.

Sales Tax Dollars: The Future Development Alternative would not provide the City with more than \$622,000 in net new revenue to the City's general fund and new job opportunities for residents urgently needed now, during a time of record unemployment and extreme budgetary constraints.

Continued sales leakage: A Future Development Alternative extends the time period for the City to continue watching sales tax dollars flow into outlying jurisdictions that can offer its residents a modern retail shopping experience.

As this Project Alternative would also result in either the same, similar or potentially increased environmental effects in most of the environmental topic areas evaluated in the Final EIR, on balance, the Alternative is less desirable than the Project and is rejected by the City. Any environmental benefits thought to exist by virtue of a delay in the Project site's development are outweighed, independently and separately, by the reasons described above, and the failure of this alternative to provide the same level of beneficial attributes as the Project as described above and in Section V, below, in the time frame the Project will provide those benefits.

c. Reduced Density Alternative

Under the Reduced Density Alternative, the approximately 21.8 acre project site would be developed with a total of 179,172 square feet of retail space split among four building pads. This represents a 12 percent reduction in overall Project floor area compared to the project. Under this alternative, the Walmart store size would be reduced from a total of 161,602 to 151,313 square feet and the store's grocery component would be removed. Outlot A would not be developed but would serve as a landscape buffer to the north and Building Pads 12 through 14 would remain unchanged in size and location: fronting along Vandalia Avenue. The reduced size would translate into a reduction of 48 AM peak hour trips and roughly 300 PM peak hour trips from those the Project would create. While this alternative could lessen some of the environmental effects of the Project, objectives related to maximizing the commercial uses on the project site, and increasing the overall commercial potential of Porterville, would not be met as completely as under the project

Unmet demand: The Walmart Store would not serve as a true one-stop shopping experience City residents have requested, and would fail to meet the current unmet demand of the consumers residing within the City of Porterville and demand from planned future residential development in the City.

Less Regional Draw: Removing the Walmart Store's grocery component changes the Project's key anchor from a Walmart Supercenter to a Walmart Discount Store, unable to satisfy existing unmet demand for a convenient one-stop shopping experience. As such, the Project would not serve as a regional draw to the same extent as the Project, and would not maximize the retail opportunity presented by the Project site, with its prime location along the Jaye Street Corridor and immediately adjacent to State Route (SR) 190, a significant transportation corridor.

Leakage: The Project could be less effective at helping to reverse the documented leakage of retail spending and the resulting sales tax dollars from Porterville to outlying retail centers;

Failure to Maximize Project's Location: The reduced density alternative would fail to take maximum advantage of transportation improvements already built along the Jaye Street Corridor and intended to accommodate additional commercial land uses complimentary to those already in existence. As compared to the Project, it would be of less assistance to the City's goal to establish the area near the intersection of SR-65 and SR-190 as a retail shopping destination, as envisioned in the City general Plan.

The Reduced Project Alternative also fails to provide a commercial development that will maximize the opportunity for Riverwalk Marketplace.

The City hereby rejects the Reduced Intensity Alternative as infeasible. The Reduced Density Alternative would be inconsistent with some key fundamental Project Objectives, and would not fully meet other Project Objectives and, on balance, is less desirable to the City than the Project.

d. Mixed-Use Center Alternative

The Mixed-Use Center Alternative consists of 270 residential units and approximately 91,500 square feet of commercial uses. The commercial uses would include a Walmart totaling 61,500 square feet and several outlots totaling 30,000 square feet that could be used for small retail tenants or restaurants. It should be noted that the FAR for this alternative is 0.35, considerably lower than the maximum FAR of 2.0 allowed within the Retail Center land use designation. The lower FAR is required to accommodate both structures and parking for the alternative, without the cost prohibitive use of parking structures.

The Mixed-Use Alternative would reduce trip generation when compared to the Project, lessening vehicle trips because it involves reduced retail square footage (which tends to generate higher trips per-square-foot than office and residential uses). Overall, the Mixed-Use Center Alternative would result in a reduced potential for impacts with regards to Air Quality, Traffic, Sanitary Sewer, Solid Waste, and Energy; but could create greater impacts with regards to Noise, Fire Services, Police Services, and Water Supply, as is further detailed in the Final EIR

The City hereby rejects the Mixed Use Center Alternative as infeasible. The Mixed-Use Alternative would be inconsistent with some fundamental Project Objectives, and would not fully meet other Project Objectives, and is less desirable than the Project, as follows:

Remote and Speculative Alternative: The uncertainty associated with this alternative as well as the difficulty attracting a mixed-use developer in the current economy make this alternative undesirable and impractical. The City finds that were it to proceed with this Alternative, it is foreseeable that the Project site would remain vacant for an extended period of time, delaying the City's receipt of the type of benefits provided by the Project, as discussed in Section V, below.

Less Revenue Generated: Another fundamental objective of the Project is to maximize the amount of general sales tax and property tax revenues to accrue to the various agencies within the Project area. The Mixed Use Center Alternative, which likely would require greater municipal expenses and generate less revenue, would not maximize the amount of general sales tax and property tax revenues as stated in the Project Objectives.

On balance, the environmental benefits that might be achieved with this alternative are outweighed, independently and separately, by the reasons described above, and the failure of this alternative to provide the same level of beneficial attributes as the Project as described above and in Section V, below.

e. Alternative Project Location Alternative

This alternative analyzes the development of an approximately 21.8 acre project site located approximately 1 mile southwest of the project site, at the northwest corner of SR-65 and Scranton Avenue. Through consultation with the City of Porterville, this site was chosen due to its size, location in relationship to SR-190 and SR-65, as well as its relative distance from sensitive uses (i.e., residential uses). This alternative would be the same size and design as the project which would consist of a 202,854-square-foot commercial development including a 161,602-square-foot Walmart and 4 outlots totaling 41,252 square feet.

Implementation of the Alternative Project Site Alternative would satisfy most of the project objectives. This alternative contains a similar commercial development that would be consistent with the Porterville General Plan, and would help to alleviate the demand for additional retail uses within the City. However, project objectives pertaining to the location of the project site at the confluence of SR-190 and SR-65 and the Jaye Street Corridor would not be met. In addition, this alternative would not complement the Riverwalk Marketplace Phase I project to create a larger retail center.

The City hereby rejects the Alternative Project Location Alternative as infeasible. The Alternative Project Location Alternative would be inconsistent with some fundamental Project Objectives, and would not fully meet other Project Objectives, and is less desirable than the Project.

Not a Retail Center: One of the objectives of the project is to complement the Riverwalk Marketplace Phase I to serve as a well-designed retail center that will capture out of town sales tax revenue. Failure to meet this important project objective would eliminate a key component of the project.

Remote and Speculative: Due to the primarily agricultural nature of surrounding uses, it is unlikely that sufficient infrastructure exists within the project vicinity to accommodate a commercial development of this size. The required extension of required infrastructure may not be prohibitively expensive. Additional issues include ownership, as the ability to acquire the site is uncertain.

On balance, the environmental benefits that might be achieved with this alternative are outweighed, independently and separately, by the reasons described above, and

the failure of this alternative to provide the same level of beneficial attributes as the Project as described above and in Section V, below.

With respect to alternatives suggested by commenters, the City hereby adopts and incorporates by reference the reasons set forth in the responses to comments contained in the Final EIR, separately and independently, as its grounds for finding infeasible rejecting those alternatives.

2. Findings Regarding Adequacy of Range of Alternatives.

The City finds that the range of alternatives evaluated in the EIR reflects a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the Project's environmental effects, while accomplishing most, but not all of the Project Objectives. The City finds that the alternatives analysis is sufficient to inform the City and the public regarding the tradeoffs between the degree to which alternatives to the Project could reduce environmental impacts and the corresponding degree to which the alternatives would hinder the City's ability to achieve most or all of its Project Objectives.

V. STATEMENT OF OVERRIDING CONSIDERATIONS

A. Impacts That Remain Significant

As discussed in Exhibit A and the EIR, the City has found the following impacts would remain significant following adoption and implementation of the mitigation measures and imposed on the Project:

1. Construction Noise: Exterior noise levels at sensitive receptors around the project site during construction would be exposed to daytime noise levels that exceed 60.0 dB(A). The City's Municipal Code exempts construction noise from compliance with the City's noise ordinance; however the EIR adopted a conservative approach to noise impact evaluation and determined that the noise impacts resulting from construction would be treated as non-exempt.

2. Operational Noise: The Project will include features that produce noise. In both the year 2012 and 2030 (cumulative) scenarios, residences along Indiana Street and Springville Avenue would be exposed to noise levels that exceed the daytime noise level threshold of 50.0 dB(A) and the nighttime noise level threshold of 45.0 dB(A) per the Porterville Noise Ordinance. The Project's installation of 12 foot high sound/screen wall atop the 3-foot high landscape berm, effectively screens the loading area and a ban on nighttime use of forklifts will significantly reduce these impacts. Nonetheless, largely due to the assumptions used in the noise study's evaluation of the Project's noise-generating operational features, the impact remains significant when noise levels are evaluated under the City's noise standards for ambient noise levels which are 50 dB(A) for daytime and 45dB(A) for nighttime hours. The analysis assumed a conservative worst-case scenario in which all onsite noise-generating equipment would be in use at the same time and on a constant basis, while actual use of the various pieces of on-site operational equipment will be spontaneous and sporadic, and not constant as assumed and modeled.

3. **Traffic and Transportation:** Assuming that the City's General Plan has correctly predicted how much and what type of development will be built out during the next 20 years—i.e. that all of the future development projected by the General Plan occurs and adds the correlating number of vehicles to the City's circulation system, the Project would cause the westbound left turn lane and the eastbound left turn lane at the intersection of Olive Avenue and Jaye Street to exceed capacity in the PM hour in the year 2030. It is not technically or physically feasible to lengthen the storage lane to accommodate project contributions to queue lengths due to intersection geometry. For this reason, the Project creates a significant and unavoidable transportation impact in the 2030 cumulative scenario.

All feasible mitigation measures have been applied to the project. Thus, no feasible mitigation is available to reduce the above impacts to a less-than-significant level.

B. Overriding Considerations Justifying Project Approval

In accordance with CEQA Guidelines Section 15093, the City has, in determining whether or not to approve the Project, balanced the economic, social, technological, and other Project benefits against its unavoidable environmental risks, and finds that each of the benefits of the Project set forth below outweighs the significant adverse environmental effects that are not mitigated to less-than-significant levels.

This statement of overriding considerations is based on the City's review of the Final EIR and other information in the administrative record. Each of the benefits identified below provides a separate and independent basis for overriding the significant environmental effects of the Project. The benefits of the Project are as follows:

1. *Creation of New Jobs*

The Project would generate both temporary construction jobs as well as approximately 300 full and part-time jobs. With the exception of a very few Walmart management positions that may be filled by transferees from other localities, the vast majority of the permanent jobs will not require special skills and could be filled by existing local residents. Consequently, it is reasonably expected that the City of Porterville and its residents will enjoy the economic and social benefits from added employment opportunities offered by the Project.

These new employment opportunities are especially beneficial given the economic backdrop and the City's high unemployment rate. The unemployment rate in Porterville increased by 7.8 percentage points from 2006 to 2010 and is currently 15.6 percent. Moreover, data shows the Trade Area, as defined in the EIR, has more residents commuting to employment outside its boundaries than non-residents commuting to jobs in the Trade Area. According to the EIR, only 61.9 percent of those employed in the Trade Area also live within its borders. This net outflow of workers indicates that the workers commuting into the area do not constitute a net increase in demand; in fact, according to the EIR analysis, area residents who work elsewhere likely spend some of their disposable income near their places of employment.

2. *Generation of City Sales Tax Revenues*

According to analysis in the EIR, the Project at buildout would generate an estimated \$58.7 million in annual sales (estimated in 2008 dollars). In terms of revenues to the City, the Fiscal Impact Analysis estimated the Project would generate annual fiscal revenues of approximately \$734,000, primarily from sales and use tax, and secondarily from property tax and utility users tax. Sales and Use Tax is the largest source of projected City revenues from the Project, accounting for 76 percent of the total. The next largest sources of projected City revenues would be from Secured Property Tax, and Utility Users Tax, accounting for 9 percent each of the total. Costs associated with the Project, meanwhile, are estimated at \$112,000, leaving a net surplus of \$622,000. These revenues will go to the City's General Fund, which is the primary funding source for the construction, operation and maintenance of a number of essential City services, programs and facilities, including fire and police services, recreation programs, transit operations, library services, public infrastructure such as water and sanitary sewer service, and administrative functions, among other items.

3. *Prevent Continued "Sales Leakage" to Other Communities.*

The City and surrounding Trade Area is losing \$45.1 million each year in potential sales revenues as a substantial number of local consumers shop out of town for general merchandise and other retail goods, as well as visit restaurants and other eating or drinking places located outside the trade area. This leakage analysis is more fully described in the EIR and urban decay analysis prepared for the EIR. The Project will be a key component of the City's retail base and will help stem the documented "leakage" of retail and discount sales to other communities. The Project will provide a unique retail shopping opportunity – in particular, a one-stop, efficient shopping destination for general merchandise goods, apparel, household items and groceries at affordable prices. The City is aware of the fact that its residents currently must travel to other jurisdictions in order to enjoy the unique and efficient discount retail shopping that the Project will provide, because the same opportunity does not exist within the City. By providing this retail shopping opportunity, residents are less likely to travel out of the City to fulfill their shopping needs, and instead are likely to shop at the Project, as well as other retail uses near the Project.

4. *Provision of Needed Source of Goods*

The Project will provide retail options that currently do not exist in the trade area, with updated, modern, and energy efficient construction, in close proximity to local consumers and residents. The analysis of sales leakage and capture as well as detailed evidence in the record, demonstrates the City's need for a more convenient source of goods for which significant and vocal consumer demand exists, and which can serve customers during both daytime and nighttime in a safe and secure environment. In addition to convenience, the community will benefit insofar as this closer source of goods leads to less vehicle miles traveled overall and associated environmental impacts.

5. *Modern, Energy-Efficient, Sustainable Project Design*

The Project includes numerous beneficial features that would serve the community, including the implementation of numerous sustainable design, siting and building features, as fully discussed in the EIR and in these Findings in Section II.B(h). The Project

would be the first in the City to incorporate this level of sustainability on a commercial project of this magnitude.

6. *Traffic Improvements*

The Project will contribute its fair share through the payment of traffic impact fees and the construction of roadway improvements found necessary to service projected traffic volumes and ensure adequate levels of service.

7. *Successful Completion of Riverwalk Marketplace.*

The Project would complete the development of the Riverwalk Marketplace Commercial Center retail center, Phase I of which the City approved in 2006, and that has been partially developed with a Lowe's Home Improvement Store and other retail uses. The Project site has long been contemplated for commercial retail use by the General Plan and Zoning Ordinance.

C. **Mitigation Monitoring and Reporting Program**

In accordance with CEQA and the CEQA Guidelines, the City must adopt a mitigation monitoring and reporting program ("MMRP") to ensure that the mitigation measures adopted herein are implemented. The mitigation measures set forth in the MMRP will be enforced as outlined in the MMRP, through imposition of mitigation milestones and definite mitigation obligations. At each milestone in the process (e.g., issuance of building permits, issuance of the final certificate of occupancy, etc.), City staff will verify that the Project applicant has satisfied all applicable mitigation obligations. **The City hereby adopts the Mitigation Monitoring and Reporting Program for the Project attached to these findings as Exhibit B.**

D. **Summary**

1. Based on the foregoing findings and the information contained in the administrative record of proceedings, the City has made one or more of the following findings with respect to each of the significant environmental effects of the Project identified in the Final EIR:

a. Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects on the environment and/or;

b. Specific economic, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the Final EIR that would otherwise avoid or substantially lessen the identified significant environmental effects of the Project.

2. Based on the foregoing findings and information contained in the record, it is hereby determined that:

a. All significant effects on the environment due to approval of the Project have been eliminated or substantially lessened where feasible; and

b. Any remaining significant effects on the environment found unavoidable are acceptable due to the factors described in the Statement of Overriding Considerations in Section V, above.

EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM

Section 21081.6 of the Public Resources Code requires a Lead Agency to adopt a “reporting or monitoring program for changes to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” In addition, Section 15097(a) of the *California Environmental Quality Act (CEQA) Guidelines* requires that:

[I]n order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

The City of Porterville, Community Development Department has been designated as the Lead Agency for the proposed project at the project site.

A Draft EIR was prepared to address the potential environmental impacts of the project. Where appropriate, the Draft EIR identified project design features or recommended mitigation measures to avoid or to mitigate potential impacts identified to a level where not significant impact on the environment would occur. This Mitigation Monitoring and Reporting Program (MMRP) is designed to monitor implementation of the mitigation measures required for the Riverwalk Marketplace Phase II project.

The mitigation measures identified in the Draft EIR are categorized by the environmental impact section. Following each mitigation measure is identification of the following:

- **Monitoring Phase:** The phase of the project during which the mitigation measure shall be monitored, such as: Pre-Construction, including the design phase; Construction; Prior to Issuance of a Building Permit; Prior to Issuance of a Certificate of Occupancy; Occupancy (post-construction).
- **Enforcement Agency:** The agency with the power to enforce the mitigation measure.
- **Monitoring Agency:** The agency to which reports involving feasibility, compliance, implementation and development are made.

The MMRP for the Riverwalk Marketplace Phase II project will be in place throughout all phases of the project. The project applicant will be responsible for implementing all mitigation measures unless

otherwise noted. The applicant shall also be obligated to provide certification, as identified below, to the appropriate monitoring agency and the appropriate enforcement agency that compliance with the required mitigation measure has been achieved. The City's existing planning, engineering, review, and inspection processes will be used as the basic foundation for the MMRP procedures and will also serve to provide the documentation for the reporting program.

The substance and timing of each certification report that is submitted to the City Planning Division shall be at the discretion of the Environmental Coordinator. Generally, each report will be submitted to the City Planning Division in a timely manner following completion/implementation of the applicable mitigation measure and shall include sufficient information to reasonably determine whether the intent of the measure has been satisfied. City Community Development Department, in conjunction with the project applicant, shall assure that project construction occurs in accordance with the MMP. Departments listed below are all departments of the City of Porterville, unless otherwise noted.

2. MITIGATION FOR ENVIRONMENTAL IMPACTS

5.1 Air Quality

- 5.1-1:** The project applicant shall prohibit truck idling in excess of 5 minutes at the loading docks by posting signs at clearly visible locations on the loading docks instructing drivers to turn off their engines within 5 minutes of arrival.

Monitoring Phase: Continuous
Enforcement Agency: San Joaquin Valley Air Pollution Control District
Monitoring Agency: San Joaquin Valley Air Pollution Control District

5.2 Biology

- 5.2-1:** Within 30 days prior to ground disturbance activities associated with construction or grading that would occur during the nesting/breeding season of native bird species potentially nesting on the site (typically March through August in the project region, or as determined by a qualified biologist), the applicant shall have weekly surveys conducted by a qualified biologist to determine if active nests of bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code are present in the disturbance zone or within 300 feet (500 feet for raptors and special status species) of the disturbance zone. The surveys shall continue on a weekly basis with the last survey being conducted no more than seven days prior to initiation of disturbance work. If ground disturbance activities are delayed, then additional pre-disturbance surveys shall

be conducted such that no more than seven days will have elapsed between the survey and ground disturbance activities.

If active nests are found, clearing and construction within 300 feet of the nest (500 feet for raptors and special-status species) shall be postponed or halted, at the discretion of the biologist, until the nest is vacated and juveniles have fledged, as determined by the biologist, and there is no evidence of a second attempt at nesting. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers and construction personnel shall be instructed on the sensitivity of nest areas. The biologist shall serve as a construction monitor during those periods when construction activities will occur near active nest areas to ensure that no inadvertent impacts on these nests occur. Results of the surveys shall be provided to CDFG in the Annual Mitigation Status Report.

Monitoring Phase: Prior to Construction
Enforcement Agency: California Department of Fish and Game
Monitoring Agency: California Department of Fish and Game

5.3 Cultural Resources

5.3-1: In the event that cultural resources are unearthed during project subsurface activities, all earth disturbing work within a 200-meter radius must be temporarily suspended or redirected until an archaeologist or paleontologist has evaluated the nature and significance of the find. Any artifacts uncovered shall be recorded and removed for storage at a location to be determined by the archaeologist or paleontologist. Construction on other parts of the project will be subject to Public Resources Code Section 21083.2(i). After the find has been appropriately mitigated, pursuant to this measure, work in the area may resume.

Monitoring Phase: Construction
Enforcement Agency: Community Development Department
Monitoring Agency: Community Development Department

5.7 Noise

5.7-1: Prior to issuance of grading permits, the construction contractor(s) shall prepare a construction management plan for review by the City's Public Works Department that identifies the means to be utilized to attenuate construction noise to within City thresholds at nearby single-family residential units. These measures may include, but are not limited to, the following:

- Place stationary construction equipment as far from noise-sensitive uses as feasible.
- All construction equipment shall be equipped with appropriate mufflers in good working condition.
- Truck routes shall avoid travel through residential areas or past sensitive uses.

Monitoring Phase: Prior to Grading Permits
Enforcement Agency: Department of Public Works
Monitoring Agency: Department of Public Works

5.7-2: Construction activity shall be limited to between the hours of 6:00 AM and 9:00 PM Monday through Friday and 7:00 AM and 9:00 PM on Saturday and Sunday. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted on a sign no smaller than 4 feet by 8 feet at all construction entrances to allow for surrounding property owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.

Monitoring Phase: Construction
Enforcement Agency: Community Development Department
Monitoring Agency: Community Development Department

5.7-3: A 10-foot-high construction noise barrier shall be installed along the project frontage with Springville Avenue and Indiana Street prior to grading activities. The noise barrier shall either be constructed of a minimum 0.5-inch plywood or utilize acoustical blankets with a minimum Sound Transmission Class of 12. The barrier shall remain in place until noise intensive aspects of construction are completed.

Monitoring Phase: Construction
Enforcement Agency: Community Development Department
Monitoring Agency: Community Development Department

- 5.7-4: The project applicant shall require that the forklift operation occurring at the proposed Walmart Building occur during daytime hours of operation only (from 7:00 AM to 10:00 PM) and that the forklift should not be used during the nighttime (from 10:00 PM to 7:00 AM).

Monitoring Phase: Occupancy
Enforcement Agency: Community Development Department
Monitoring Agency: Community Development Department

5.10 Traffic and Transportation

- 5.10-1: Prior to the issuance of building permits, the project applicant shall provide the City with all transportation-related development fees in accordance with the latest adopted fee schedule.

Monitoring Phase: Prior to Building Permits
Enforcement Agency: Community Development Department
Monitoring Agency: Community Development Department

- 5.10-2: Prior to the issuance of building permits, the project applicant shall provide the City with all transportation-related fair share contributions to the City's Transportation Development Fund for all improvements not covered by the current fee program.

Monitoring Phase: Prior to Building Permits
Enforcement Agency: Community Development Department
Monitoring Agency: Community Development Department

- 5.10-3: The City shall update its Transportation Impact Fee Program and adopt a new fee by 2013, to include, at a minimum, the improvements identified in **Mitigation Measures 5.10-4 to 5.10-9** that may be needed to mitigate cumulative traffic impacts if these improvements are not included in the proposed Tulare County Transportation Impact Fee Program, Measure R program, or funded by other sources.

Monitoring Phase: By March 2013
Enforcement Agency: Community Development Department
Monitoring Agency: Community Development Department

- 5.10-4: Main Street & SR-190 Off-Ramp (South) – Contribution of fair share fee (2.96 percent) toward installation of a traffic signal.

Monitoring Phase: When needed based on City traffic surveys
Enforcement Agency: Community Development Department, Department of Public Works

Monitoring Agency: Community Development Department, Department of Public Works

5.10-5: Jaye Street & Poplar Avenue (SR-190) - Contribution of fair share fee (11.31 percent) toward addition of one eastbound through lane, one westbound left-turn lane, and one northbound left-turn lane.

Monitoring Phase: When needed based on City traffic surveys

Enforcement Agency: Community Development Department, Department of Public Works

Monitoring Agency: Community Development Department, Department of Public Works

5.10-6: Plano Street & Poplar Avenue (SR-190) - Contribution of fair share fee (2.23 percent) toward intersection widening, including the addition of one eastbound left-turn lane, one eastbound through lane, and one westbound left-turn lane; one westbound through lane, one northbound left-turn lane; and one northbound through lane, one southbound left-turn lane, and one southbound through lane.

Monitoring Phase: When needed based on City traffic surveys

Enforcement Agency: Community Development Department, Department of Public Works

Monitoring Agency: Community Development Department, Department of Public Works

5.10-7: SR-65 & Scranton - Contribution of fair share fee (2.28 percent) toward intersection widening, including addition of one east-bound left-turn lane, one westbound left-turn lane, one northbound through lane, and one southbound through lane.

Monitoring Phase: When needed based on City traffic surveys

Enforcement Agency: Community Development Department, Department of Public Works

Monitoring Agency: Community Development Department, Department of Public Works

5.10-8: Poplar Avenue (SR-190) between Jaye Street and Plano - Contribution of fair share fee (7.61 percent) toward Addition of two lanes.

Monitoring Phase: When needed based on City traffic surveys

Enforcement Agency: Community Development Department, Department of Public Works

Monitoring Agency: Community Development Department, Department of Public Works

5.10-9: Jaye Street between Montgomery Avenue & Gibbons Avenue - Contribution of fair share fee (5.45 percent) toward addition of left-turn lanes.

Monitoring Phase: When needed based on City traffic surveys

Enforcement Agency: Community Development Department, Department of Public Works

Monitoring Agency: Community Development Department, Department of Public Works

5.10-10: Olive Street & Jaye Street: Project in 2008, 2012, and 2030 would increase the existing northbound left turn storage queue length by 40 feet, 39 feet, and 65 feet, respectively, in the PM peak hour period, warranting an extension of this lane by 65 feet, and by opening day.

Monitoring Phase: When needed based on City traffic surveys

Enforcement Agency: Community Development Department, Department of Public Works

Monitoring Agency: Community Development Department, Department of Public Works

5.10-11: Springville Avenue & Jaye Street: Project with other mitigation measures would cause queue length at eastbound left turn lane to exceed existing storage capacity by 31 feet in the 2030 during the PM peak hour period, warranting an extension of this turn lane by 31 feet.

Monitoring Phase: When needed based on City traffic surveys

Enforcement Agency: Community Development Department, Department of Public Works

Monitoring Agency: Community Development Department, Department of Public Works

5.13 Solid Waste Disposal

5.13-1: During construction, the contractor shall separate all project construction debris and construction-related debris into recyclable and non-recyclable items. Recyclable items shall include those materials that have value and can be diverted from landfill disposal. All recyclable debris shall be transported to appropriate recycling facilities to reduce waste disposed of at County landfills.

Monitoring Phase: Construction

Enforcement Agency: Community Development Department

Monitoring Agency: Community Development Department

5.13-2: Prior to issuance of grading permits, the project applicant shall submit for review a Construction and Demolition Recycling Plan to the City of Porterville. The plan shall include means to separate recyclable/reusable construction debris. The plan shall include the method the contractor will use to haul recyclable materials and shall include the method and location of material disposal.

Monitoring Phase: Prior to Grading Permits
Enforcement Agency: Community Development Department
Monitoring Agency: Community Development Department

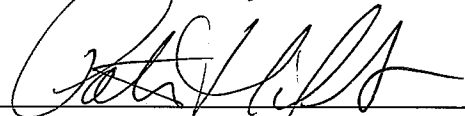
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 7th day of February, 2012.

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

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

JOHN D. LOLLIS, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 13-2012

A RESOLUTION OF THE CITY OF PORTERVILLE CITY COUNCIL APPROVING CONDITIONAL USE PERMIT 2-2010 TO AMEND THE CONCEPTUAL PLAN FOR THE VIEJO ROBLES PLANNED DEVELOPMENT, ADOPT A SPECIFIC PLAN FOR THE RIVERWALK MARKETPLACE PHASE TWO COMMERCIAL PROJECT GENERALLY LOCATED AT THE NORTHEAST CORNER OF VANDALIA AVENUE AND INDIANA STREET, APPROVE THE OFF-SITE SALE OF ALCOHOL, AND APPROVE THE SIGN PROGRAM; FINDINGS AND CONDITIONS IN SUPPORT THEREOF

WHEREAS: the City of Porterville has received an application from CEI Engineering Associates, Inc. (the "applicant") to permit construction of a 202,854 square foot retail commercial center on a 21.8± acre site divided among five building pads, anchored by a 161,602 square foot Walmart Store with the off-site sale of alcohol and four outlot tenants, a development to be known as the Riverwalk Marketplace Phase II project located at the northeast corner of Vandalia Avenue and Indiana Street (the "Project"); and

WHEREAS: Staff determined that the Project would require an amendment of the conceptual development plan for the Viejo Robles Planned Development to extend the commercial designation west to the Indiana Street right of way, and the adoption of a specific plan within the Viejo Robles Planned Development, for which Section 1710 A of the Porterville Zoning Ordinance requires approval of a conditional use permit; and

WHEREAS: Project signage will comply with the Riverwalk Marketplace Sign Program which includes the Walmart sign program and the existing Riverwalk Marketplace Phase I sign program and is found in Exhibit B hereto; and

WHEREAS: The applicant has requested a conditional use permit to allow for the sale of beer, wine and distilled spirits by the Walmart Store under an off-sale license which has been reviewed in accordance with Section 2100 B of the Porterville Zoning Ordinance; and

WHEREAS: The Walmart Store alcohol display area would occupy an area of approximately 700 square feet out of an overall store square footage of 161,602 and would be located in the grocery sales area and away from store entrances and exits; and

WHEREAS: Census Tract 41.01, in which the subject site is located, has an over concentration of off-sale alcohol licenses as determined by a formula comparing the population of the census tract with the number of on-sale alcohol establishments. Over concentration is reached in this census tract when the number of off-sale licenses exceeds eight (8). There are currently nine (9) off-sale licenses in Census Tract 41.01. In such circumstances, the ABC may grant no additional licenses unless the City Council determines that there is a need of public convenience or necessity in the community for an additional alcoholic beverage license; and

WHEREAS, the City has caused to be prepared a Draft, Revised Draft and a Final Environmental Impact Report ("EIR") for the Riverwalk Marketplace Phase II project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and related CEQA Guidelines (Title 14 California Code of Regulations, Section 15000 et seq.);

WHEREAS, a Draft EIR was circulated for public review and comment for 45 days from April 1, 2010 to May 17, 2010 in accordance with CEQA and related CEQA Guidelines;

WHEREAS, a Revised Draft EIR superseding the Draft EIR was prepared to evaluate a reduced-size Project (222,715 square feet reduced to 202,854 square feet) and to respond to public comments and concerns raised during the public review period, including the public hearings for the Draft EIR, and was circulated for public review and comment for 45 days, from February 22, 2011 to April 7, 2011, in accordance with the CEQA and related CEQA Guidelines; and

WHEREAS, the City has caused to be prepared a Final EIR for the Project in accordance with CEQA and related CEQA Guidelines, which consists of the three-volume Revised Draft EIR and a separately-bound forth volume titled *Riverwalk Marketplace Phase II Final Environmental Impact Report*; and

WHEREAS: The Porterville City Council, at its regularly scheduled meeting of February 7, 2012, conducted a public hearing to consider the certification of the Final EIR, and approval of Conditional Use Permit 2-2010 at which time it received testimony from all interested parties relative to said Conditional Use Permit and Final EIR; and

WHEREAS: based on its independent review and analysis, the staff analysis, oral and written testimony, and the Final EIR, the City Council finds, after due study, deliberation and public hearing as follows:

1. The Final EIR for the Riverwalk Marketplace Phase II project has been prepared in full compliance with CEQA and the related CEQA Guidelines.
2. The Porterville City Council hereby further finds that the information contained in the Final EIR has been reviewed and considered by the Porterville City Council;
3. The Project is consistent with the goals, policies and land use designation of the Porterville 2030 General Plan which designates the site as Retail Centers as supported by the current Planned Development zoning, and with the C-2 (Central Commercial) zoning that was in effect when this application was deemed complete and under Resolution 119-2010, applies to the Project site.
4. The amendment of the Viejo Robles conceptual plan and adoption of a specific plan within the Viejo Robles Planned Development and the off-sale of alcohol is allowed subject to the approval of a Conditional Use Permit.
5. Conditional Use Permit 2-2010 includes a component for an off-sale alcohol use and an additional license. There are circumstances that support an additional off-sale license in Census Tract 41.01, which are as follows:
 - a. This regional shopping center serves a regional population beyond the boundaries and population size of Census Tract 41.01.
 - b. Requests for off-sale alcohol use permits have been anticipated in this regional shopping center.

- c. The addition of an off-sale alcohol license at this location will enable the Walmart Store customers to have a one-stop shopping experience within this regional shopping center.
 - d. Issuance of an off-sale license represents a viable economic asset to the community which will contribute tax revenues to the local economy.
6. The project will not be detrimental to the health, safety, comfort, convenience, and general welfare and will be compatible with surrounding land uses. The Project will be developed on a site that the City has planned for a regional serving shopping center for many years. The Project complies with the planned development designation of the City's Zoning Ordinance, with all applicable City codes, zoning provisions and regulations. The planned development designation allows for the City to address uniqueness of the particular development, which it has done with respect to the Project.
7. The location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.
8. There are adequate public services, including, but not limited to, fire protection, water supply, sewage disposal, and police protection to serve the project.
9. Conditions of approval and mitigation measures are imposed to ensure that project-related environmental impacts are mitigated to the maximum extent feasible and adequate development standards are met.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville hereby approves Conditional Use Permit 2-2010 and in doing so:

1. Amends the conceptual plan for the Viejo Robles Planned Development, extending the commercial land use designation west to the Indiana Street right of way.
2. Adopts a specific plan for the Viejo Robles Planned Development to be known as the Riverwalk Marketplace Phase II project, with all approved plans, exhibits and
3. Approves off-sale alcohol sales within the Walmart Store and authorizes the Mayor to sign a letter of public convenience or necessity.

LET IT FURTHER BE RESOLVED: That the City Council approves the conditions of approval for Conditional Use Permit 2-2010 that will govern the Riverwalk Marketplace Phase II project that are attached as Exhibit A hereto and incorporated by reference.

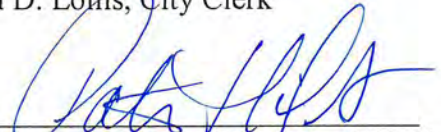
PASSED, APPROVED AND ADOPTED this 7th day of February, 2012.



Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By 

Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A (Revised)

CUP 2-2010 CONDITIONS OF APPROVAL

Off-Sale Alcohol Permit:

1. Building permit plans shall include a floor plan that shows the location of the alcoholic beverages sales area.
2. Alcohol display area shall be located toward the middle or rear of the grocery sales area and away from store entrances and exits.
3. A restaurant tenant in the shopping center or within the Walmart store would require a separate alcohol CUP and ABC license for the sale of alcohol, in accordance with the Municipal Code and state law.
4. No alcohol advertising shall be displayed on the outside of the proposed buildings.
5. Any future violations of Municipal Code provisions governing the sale or consumption of alcohol, and/or excessive service calls to the Police Department found to result from the sales of alcohol may result in the revocation or modification of Conditional Use Permit 2-2010 as it relates to alcohol sales.

Specific Plan Conditions:

6. Development shall occur in substantial conformance with the following final specific plan exhibits as approved by the City Council, that collectively shall constitute "Exhibit B":
 - a. Preliminary Site plan
 - b. Preliminary Grading plan
 - c. Preliminary Utility plan
 - d. Construction Staging plan
 - e. Materials Board
 - f. Architectural Elevations
 - g. Landscape Plan (3 pages)
 - h. Lighting Plan
 - i. Sign Program
7. Plans for all buildings shall be consistent with the approved architectural style, colors and materials and compatible with the existing shopping center buildings, and shall be reviewed and approved by the Community Development Department prior to building permit issuance. Significant departures from the approved architectural style, colors and materials may require review and approval by the City Council, at the discretion of the Community Development Director.

8. As the Project includes five separate parcels, the applicant shall provide for a maintenance agreement by and between all respective parcels to ensure that all common areas and the right of way is maintained comprehensively and in a consistent manner. This agreement shall be reviewed by the City Attorney and recorded prior to or concurrent with recordation of the Tentative Parcel Map.
9. Project signage will be governed by the Riverwalk Marketplace Sign Program included in Exhibit B. All Project signage requires a ministerial sign permit, prior to sign installation. Minor revisions to the sign program, including those relating to specific building architecture, may be approved by the Community Development Director. Signs shall be posted within the parking areas prohibiting the display of vehicles for sale.
10. The developer/applicant shall install security lighting on the exterior of the building and/or in the parking lot consistent with the approved Lighting Plan, included in Exhibit B. Security lighting shall be installed on the exterior of the buildings developed on the outlot building pads that is sufficient to allow reasonable surveillance of the parking area.
11. Following 45 days from the issuance of a certificate of occupancy for each use, temporary storage containers shall not be permitted on the site without prior approval by the Community Development Director. At his discretion, and based upon the nature of the request in terms of number and size of temporary storage containers and the duration of their proposed use on site, the Director may refer the request to the City Council for review and approval.
12. Bike racks shall be installed in accordance with the minimum requirements of the California Green Building Code (CalGreen) edition in existence at time of building plan submittal.
13. All roof mounted, ground mounted and wall mounted equipment shall be screened from public view in a manner that is architecturally consistent with the buildings. The plans that are submitted for a building permit shall identify whether mechanical equipment is to be located on the roof, and if so, the building plans shall indicate the height of the equipment above the roof, and the plans for screening the roof-top equipment (mechanical, electrical, etc.) such that the roof-top equipment does not project above the screen wall. If rooftop equipment would exceed the height of the screen wall, the applicant/developer shall demonstrate in a drawing that the unit is not visible from the ground level of State Route 190 at a viewing height of 6 feet.
14. Any graffiti on the property shall be promptly abated, pursuant to the City's adopted Graffiti abatement program. If the problem persists, as determined by the Community Development Department, a plan for preventing recurrence shall be submitted to the Community Development Department for review and approval, and shall be implemented as approved. Suggested anti-graffiti measures include the use of vertical landscaping or vines along affected wall surfaces, and/or the use of anti-graffiti paint.

15. Prior to issuance of a building permit for any parcel, a final landscaping and irrigation plan shall be prepared by a licensed landscape architect, subject to review and approval by the Community Development Department. The plan submittal shall include three blueprints of the plan. The landscape plan shall be implemented prior to occupancy of the premises for which the building permit is issued.
16. The landscape plan shall include the installation of city street trees along the Springville Avenue, Indiana Street, and Vandalia Avenue frontages of the property. These trees are to be planted at spacing equivalent to a minimum of one tree per thirty-five (35) feet of roadway frontage. The trees are to be a minimum of #15 size specimens incorporated into the designated landscape areas. Root barriers are required for all trees planted within ten (10) feet of public sidewalks.
17. The landscaping plan for each parcel shall be consistent with City Standards, and shall include the following:
 - a. The size, species and number of plants.
 - b. Layout of the sprinkler system for maintaining the landscaping.
 - c. A maintenance and watering schedule.
 - d. An automatic irrigation system incorporating time clocks and/or moisture sensors.
 - e. All landscaping areas on the property and in the public parkway shall be permanently maintained as follows:
 - i. With healthy, growing plant material, free from weeds, as shown on the approved landscape plan.
 - ii. Landscaping shall be watered in accordance with the approved maintenance and watering schedule that is incorporated into the landscape plan.
 - iii. At no time shall landscape areas be permitted to show lack of fresh green color or a loss of resilience due to lack of water.
 - iv. Lawn areas shall be mowed and maintained so that the grass does not exceed 4 inches in height, and/or does not develop seed.
 - v. Lawn areas shall be edged to prevent grass from overhanging public or private sidewalks.
 - f. All parkways, which are areas within the public right of way, shall be landscaped with grass, other live landscaping material, or shall be improved with materials approved by the Public Works Department.
18. Developer/applicant shall construct sidewalks along the full frontage of Indiana Street and Vandalia Avenue per City Standards (9.5 feet wide). A 4.5 wide sidewalk shall be constructed along the Springville Avenue as shown on the submitted cross section to allow for the landscaping berm and block retaining wall depicted in the plans comprising Exhibit A. Construct curb returns to conform with the State of California 50-foot radius STAA Truck Turning Template (Ord. No. 1306), where applicable.

19. The number of backflow prevention devices to service the development shall be minimized. All backflow prevention devices shall be shown on the site plan and the landscape plan that are submitted with a building permit application. All backflow prevention devices shall be partially or completely screened from view of the public street. The location of each backflow prevention device and the method and extent of screening shall be approved by the Community Development Department in consultation with the Public Works Department and the Fire Department. The location of fire suppression devices shall be subject to approval of the Fire Department. A public utility easement shall be provided for the water line lateral serving each backflow prevention device or fire suppression device.
20. A twelve (12) foot high block wall shall be installed along the northern property line on top of a three (3) foot high landscaped berm, consistent with the existing block wall along Springville Avenue in Phase I in colors, materials, and location. The design of the wall shall continue around the adjacent parcel at the southeast corner of Springville Avenue and Indiana Street with heights as shown on the approved site plan (Exhibit B.).
21. The City will monitor actual water usage for one year and will bill the owner the impact fees based on the actual water usage. The developer/applicant's installation of a separate meter servicing the irrigation system would help monitor actual water usage and reduce the associated impact fees.
22. The applicant shall provide a barrier curb or other physical barrier acceptable to the City Engineer (i.e. a temporary asphalt concrete berm) between the developed portion of the site and the undeveloped portion. No parking or vehicular circulation is allowed on unpaved portions of the site, unless specifically permitted otherwise.
23. The developer/applicant shall move existing utility structures (for example, poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless they are below grade (Title 24 OSA). Aboveground utilities along the west side of Jaye Street are to be relocated behind the back of walk or placed underground in accordance with the applicable utility companies' standards and specifications.
24. The developer/applicant shall provide street lights on Marbelite poles following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles shall not be used without prior written approval from the City Engineer.
25. Prior to issuance of a building permit for each outlot building, a site plan shall be submitted identifying the location of all trash enclosures, for review and approval by the Public Works Department. Trash enclosures shall be constructed to City standards, for use of City Standard refuse and recycling bins, and shall be laid out for easy access by collection trucks. The building permit applicant shall install an

enclosure that would accommodate a solid waste and recyclable container for collection.

26. The Walmart Store shall install the compacting, self-contained refuse container shown in the approved Preliminary Site Plan, included in Exhibit B. The City of Porterville, as franchisee of solid waste collection within city limits, is responsible for emptying all containers containing solid waste. Walmart may contract with a private entity for disposal of all other refuse and recyclable containers. Recyclables and organic wastes will be contained within the proposed Bale/Palette/Organics Storage Areas, with minimum screen wall height of 6 feet.
27. The developer/applicant for a building permit shall sign a waiver of liability for refuse truck damage to the parking lot if the refuse container location requires refuse trucks to travel on the parking lot.
28. The Conditional Use Permit shall become null and void if the applicant/developer fails to take steps to actively and continuously pursue the Project, following its approval, within either:
 - a. One (1) year of the entry of dismissal or judgment in any lawsuit filed to challenge the City's approval of this Project and/or its certification of the Final EIR,
 - b. One (1) year following the date the 30-day statute of limitations to file a CEQA challenge to the City's approval of this Project and/or its certification of the Final EIR expires.
29. The Conditional Use Permit may be extended by the Community Development Director for good cause shown, in one year increments if a request is submitted by electronic mail (or otherwise in writing) by an agent of the applicant.
30. The project shall comply with all applicable State and Municipal Codes, including the CBC and UFC and meet the requirements of the Public Works Department, City Engineer, Building Inspector, Planning Department and Fire Chief, including payment of applicable fees.
31. Failure to comply with any conditions of this Conditional Use Permit is subject to the adopted Citation Ordinance of the City of Porterville and can be grounds for the modification or revocation of this Conditional Use Permit for each use in noncompliance.
32. The applicant/developer shall comply with the conditions of approval as set forth herein, and all adopted mitigation measures.
33. The Trip Reduction Strategies table on page 2.0-80 of the FEIR is hereby adopted as Walmart's incentive based rideshare program for store employees. Prior to issuance of a building permit Walmart shall submit detailed information on program implementation. The details shall be reviewed and approved by the Zoning Administrator and shall be implemented by Walmart by opening day.



Vicinity Map
Not to Scale

LEGEND

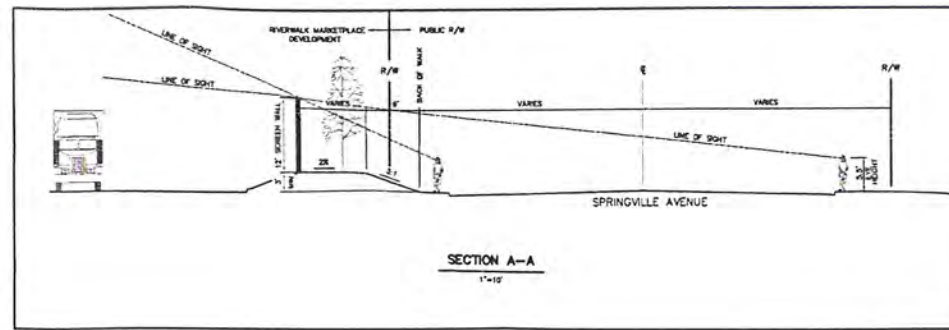
EXISTING

ASPHALT CONCRETE
AC LINE
BOTTOM OF BANK
BUILDING CORNER
BOLLARD
CURB INLET BEHIND
CURB INLET GRATE
CENTERLINE
CONCRETE
DRIVEWAY APPROACH
DRAINAGE MANHOLE
DEPRESSION CURB
EAST OR ELECTRIC
EXISTING GROUND
EDGE OF PAVEMENT
FENCE CHAINLINK
FINISHED FLOOR
FLOW LINE
GAS
GRADE BREAK
GUARDRAIL
GUTTER
INVERT ELEVATION
NORTH
OVERHEAD
POLY ETHYLENE GLYCOL PIPE
REINFORCED CONCRETE PIPE
SOUTH OF SEWER
SIGN-HANDCAP
SOLID STRIPE
SIDEWALK
TELEPHONE
TOP OF BANK

TOP BACK OF CURB
TEMPORARY BENCH MARK
UNDERGROUND
WEST OF WATER
BOLLARD
BRICK WALL
CONCRETE WALL
BOUNDARY LINE
RIGHT OF WAY LINE
EASEMENT LINE
SETBACK LINE
SECTION LINE
CONTOUR LINE
STORM DRAIN
GAS
FENCE CHAINLINK
OVERHEAD ELECTRIC AND TELEPHONE
OVERHEAD TELEPHONE
UNDERGROUND TV
SEWER
UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE AND GAS
UNDERGROUND ELECTRIC AND TELEPHONE
UNDERGROUND TELEPHONE
UNDERGROUND TV
WATER

BACKFLOW PREVENTER
BOLLARD
BRASS CAP
CURB INLET
CURB INLET BEHIND
CLEAN OUT
DECIDUOUS TREE
DRAINAGE MANHOLE
ELECTRIC METER
EVERGREEN TREE
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
GRATE INLET - SQUARE
GRATE INLET - CIRCULAR
GAS METER
GUARD POST
GAS VALVE
HANDICAPPED FACILITY
IRRIGATION CONTROL VALVE
ROUND IRON PIPE
LIGHT POLE OVERHANGING

LIGHT POLE - 1 LAMP
LIGHT POLE - 2 LAMPS
LIGHT POLE - 3 LAMPS
PALM TREE
ROOF DRAIN
RESER UNKOWN
RESER TRAFFIC SIGNAL
RESER WATER
ELECTRICAL RESER
WATER RESER
SIGN
SEWER MANHOLE
STANDPIPE
TRAFFIC SIGNAL
UTILITY POLE
UNKNOWN VAULT
CABLE TV VAULT
ELECTRICAL VAULT
GAS VAULT
TELEPHONE VAULT
WATER VAULT
WHEEL STOP
WATER VALVE



SECTION A-A
1"=10'

LEGEND

PROPOSED

BOUNDARY/R.O.W. LINE
SETBACK LINE
LIMITS OF HEAVY DUTY PAVING
TYPE "C" VERTICAL CURB
SEE DETAIL 1E
CONCRETE CURB AND GUTTER
SEE DETAIL 70A
BUILDING CONTROL POINT
PROPOSED ASSOCIATE PARKING
4" WIDE PAINTED WHITE STRIPES
PROPOSED PARKING SPACES
LIMITS OF SIDEWALKS & CONCRETE APRONS
(PER ARCH. PLANS)
PATH OF TRAVEL
COMPACT CAR STALLS
ABBREVIATIONS:
B.S.B. = BUILDING SETBACK
L.S.B. = LANDSCAPE SETBACK

GENERAL SITE NOTES

- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RETURN RADIUS SHALL BE 2' OR 15' AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
- UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON, OR WITHIN THE SPECIFICATIONS:
ALL CURBING SHALL BE PER DETAIL 1E AND 70A
ALL ACCESSIBLE AND VAN ACCESSIBLE SPACES SHALL BE PAINTED PER DETAIL 70B
ALL PARKING LOT SIGN BASES (SUPPORTS) (EXISTING ACCESSIBLE PARKING SPACES) SHALL BE INSTALLED PER DETAIL 12C
ALL ACCESSIBLE PARKING SPACES SHALL HAVE SIGNAGE INSTALLED PER DETAIL 90L

SITE DETAILS (REFER TO DETAIL SHEETS)

- TYPE "C" CURB
- TYPE "F" CURB (TEMPORARY)
- CONCRETE SIDEWALK
- SPECIAL LANDSCAPE ISLAND (TYPE DESIGNATED BY DETAIL SYMBOL)
- GUARD POST (SYMBOL)
- STANDARD CITY ASPHALT PAVING
- HEAVY DUTY CONCRETE PAVING
- HEAVY DUTY CONCRETE PAVING
- CONCRETE JOINT DETAIL
- ACCESSIBLE PARKING SYMBOL (SEE PAINT COLOR INDICATED AT SYMBOL)
- TRAFFIC FLOW ARROW (TYP.)
- STOP BAR (TYP.)
- LANE MARKING
- RIGHT/LEFT TURN ONLY PAYMENT MARKER
- CROSSWALK MARKING
- YIELD PAYMENT MARKING
- "NO LEFT TURN" SIGN
- "NO TRUCKS" SIGN
- "RIGHT TURN ONLY" SIGN
- "NO PARKING - FIRE LANE" SIGN
- "PEDESTRIAN CROSSING" SIGN
- ASLE SIGN (TYPICAL AT ROWS 1-15)
- CART CORRAL
- STOP SIGN
- "STOP" SIGN
- CONCRETE SLOPE IN PAVED AREA
- CURB AND GUTTER
- VEHICLE CROSSWALK STRIPING
- PEDESTRIAN CROSSWALK MARKINGS
- PEDESTRIAN RAMP
- CART CROSSING WITH WALK & SIGN DETAILS
- INSTALL 1/2" - 1/4" INVERTED-U TYPE BICYCLE RACK (SEE QUANTITY INDICATED AT SYMBOL)
- 14" HIGH DECORATIVE MASONRY BLOCK WALL
- 8" HIGH DECORATIVE MASONRY BLOCK WALL
- 12" HIGH DECORATIVE MASONRY BLOCK WALL ON 3' HIGH BORN
- 12" SCREEN WALL

SITE NOTES

- LANDSCAPE AREA, SEE LANDSCAPE PLAN
- TRANSFORMER PAD (PER ELEC. CO. AND/OR ARCH. PLANS)
- CONCRETE TRASH COMPACTOR AREA, COMPACTOR WILL BE FOR WINDMILL LOCATION
- AT-GRADE DELIVERY DOORS (PER ARCH. PLANS)
- TRUCK WELL WITH SEALS (PER ARCH. PLANS)
- SIDEWALK (PER ARCH. PLANS)
- 4" TRAFFIC YELLOW LANE STRIPE (SEE LENGTH INDICATED AT SYMBOL)
- 4" WIDE PAINTED YELLOW STRIPE, 2' O.C. @ 45° (SEE SIZE INDICATED AT SYMBOL)
- 4" DOUBLE TRAFFIC YELLOW LANE STRIPE (SEE LENGTH INDICATED AT SYMBOL)
- JOB-CRANE AREA, 4" WIDE PAINTED YELLOW STRIPE, 2' O.C. @ 45° (SEE SIZES INDICATED AT SYMBOL)
- LIMITS OF HEAVY DUTY CONCRETE PAVING
- MULTI-TENANT MONUMENT SIGN (PER ARCH. PLANS)
- TAPER CURB TO MATCH EXISTING CURB
- GREASE/OIL TRAP WITH CLEAN-OUT (PER ARCH. PLANS)
- INSTALL 1/2" WIDE TRUNCATED DOME DETECTABLE WARNING SURFACE (TRAP ARCH. PLANS)
- LIGHT POLE AND BASE (PER LIGHTING PLAN)
- LIMITS OF HEAVY DUTY ASPHALT PAVING
- 12' x 80' PALETTE/DRUM STORAGE AREA (SEE ARCH. PLANS FOR SCREENING & SLAB)
- SOVEREIGN BAY AREA, PARK BENCH PER 200 SERIES "TA"
- PEDESTRIAN CROSSWALK TO BE CONSTRUCTED AS PART OF PHASE 1 SIDEWALK DEVELOPMENT
- "TWO WAY" SIGN BELOW "STOP" SIGN

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMP, SLOPED PAVING, BUILDING UTILITY ENTRANCE, LOCATIONS, BUILDING MATERIALS AND PRECISE BUILDING DIMENSIONS.

APPROVALS

REVIEWED BY: CITY ENGINEER DATE
APPROVED BY: PUBLIC WORKS DIRECTOR, R.C.E. DATE

INITIAL DESIGN: 15-9-08 JDC BL DN DN
DATE: (SIGN) PM DES: DFW

Walmart
Save money. Live better.

STORE #3706-00

CEI Engineering Associates, Inc.
DESIGNER
LANDSCAPE ARCHITECT & ENVIRONMENTAL SCIENTIST
CONSOLIDATED LAND DEVELOPMENT SERVICES

1044 N. HENDON AVE. SUITE 108 (559) 447-3119 JOB NO: 17107.0
PORTLAND, OR 97202 FAX (559) 447-3128 DATE: 09-21-10 SHEET NO:
PRELIMINARY SITE PLAN JAYE ST. & STATE ROUTE 190 2:31 PM 1 OF 4
PORTERVILLE, CA

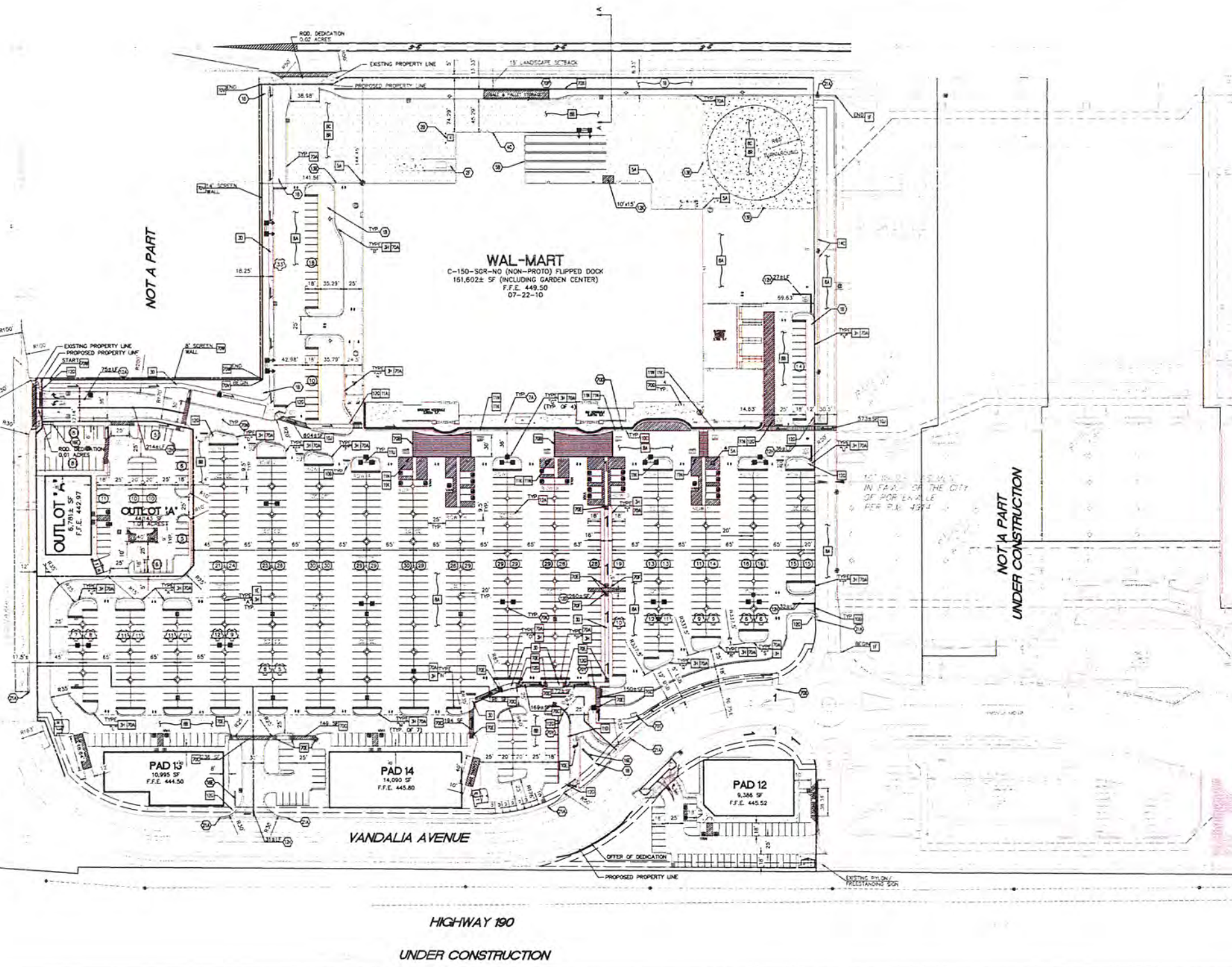
BENCHMARKS
POINT NUMBER 82 OF THE CITY OF PORTERVILLE BENCHMARK DATA MAP REVISED MAY 2, 2003.
ELEVATION: 451.632' NAVD 1988.

BASIS OF BEARINGS
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35 AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 21 OF LOCATED SURVEYS AT PAGE 66 TAKEN TO BEAR S 89°49'43" E.

Call USA at:
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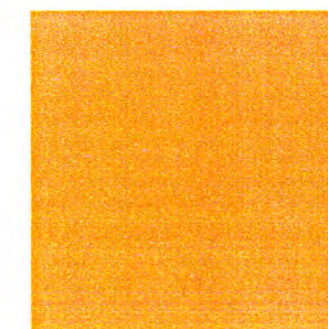
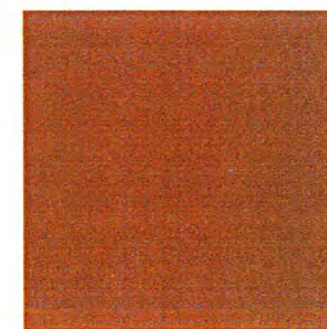
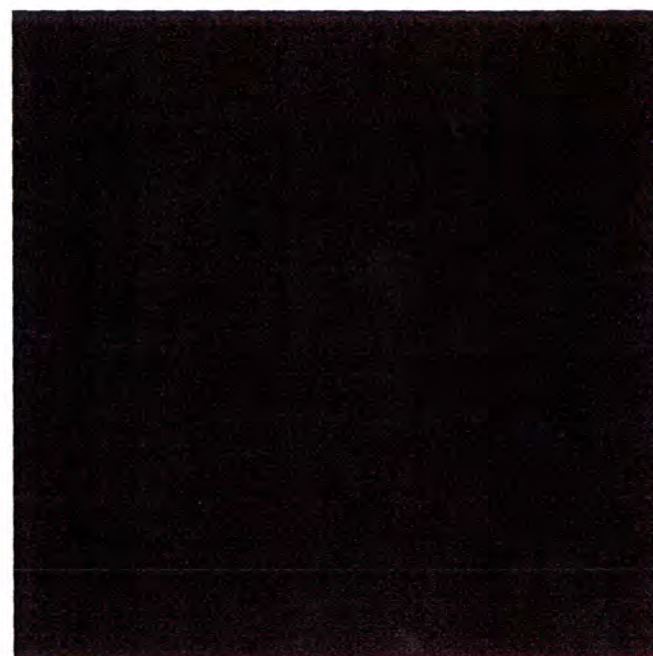
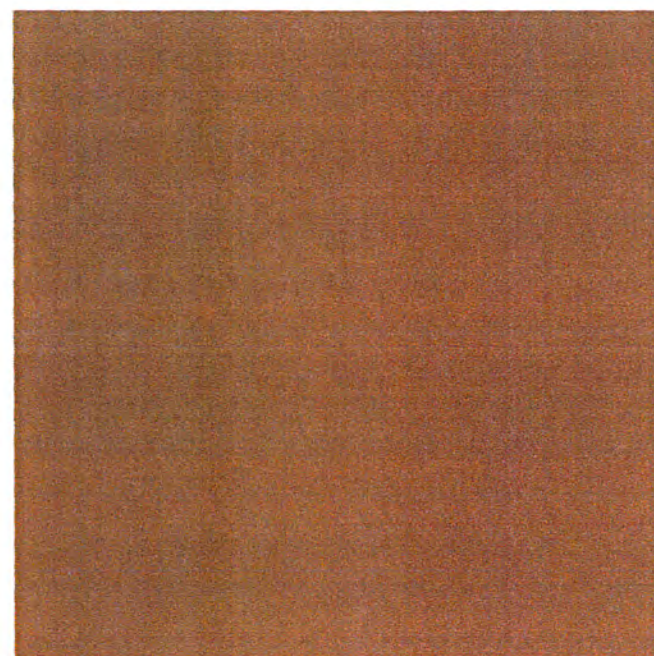
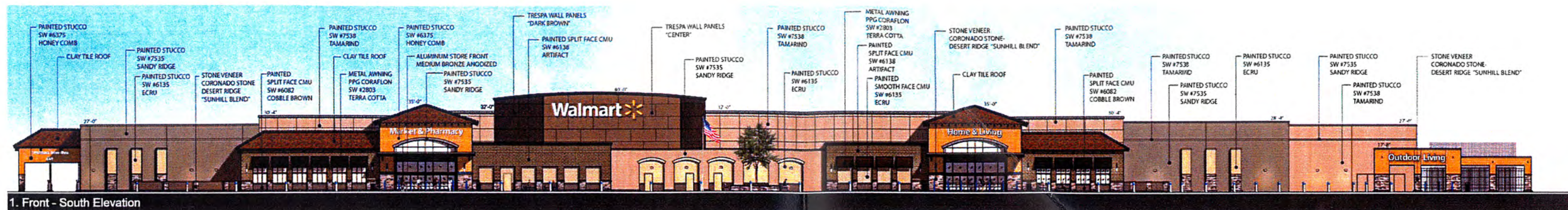
AT LEAST 48 HOURS
BEFORE YOU DIG!



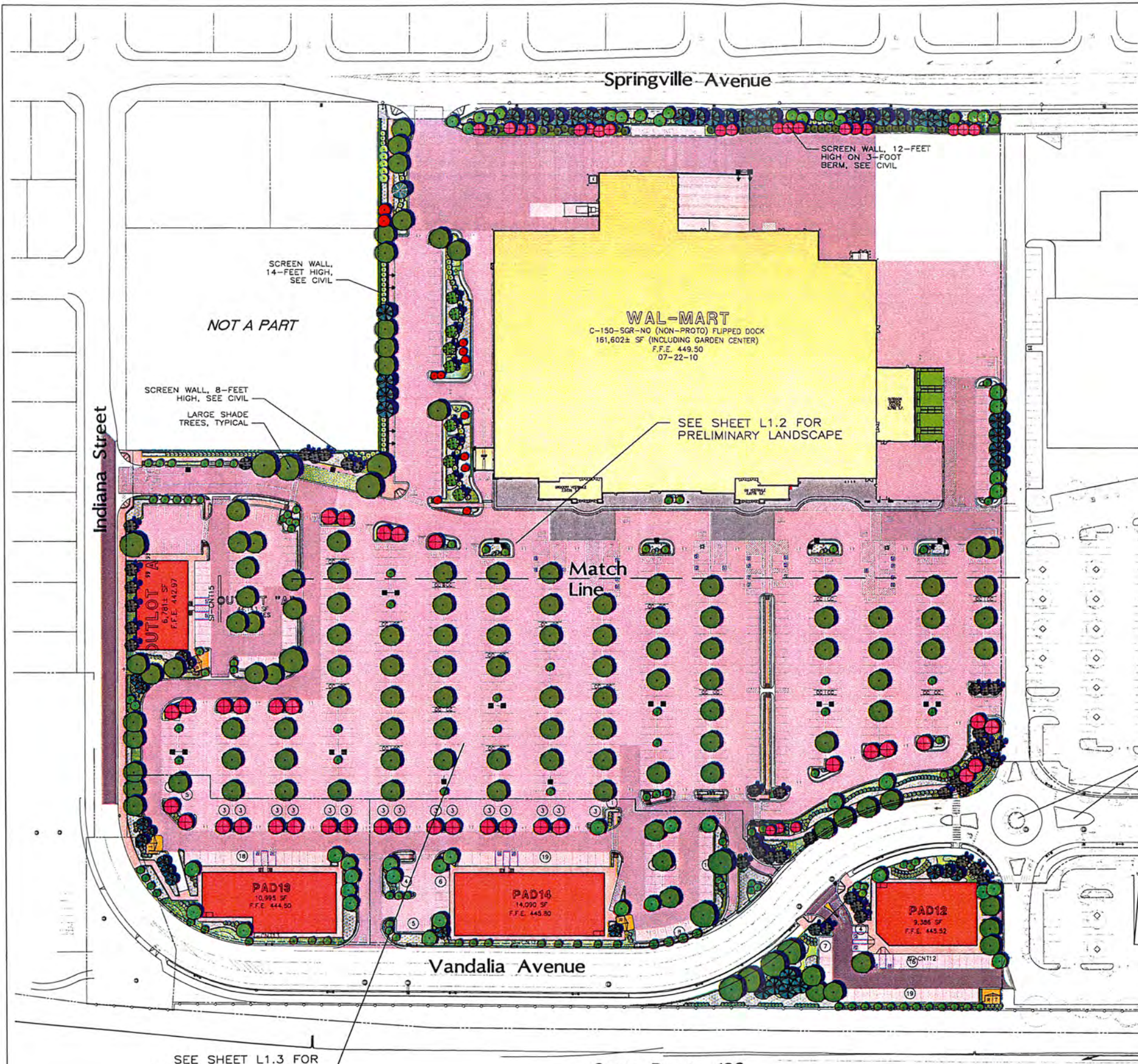
HIGHWAY 190

UNDER CONSTRUCTION

EXHIBIT B-1



NOTE: DUE TO INDIVIDUAL COMPUTER MONITOR LIMITATIONS,
COLORS SEEN HERE MAY NOT ACCURATELY REFLECT TRUE COLORS.



Preliminary Landscape Notes

- 1) SEE SHEETS L1.2 & L1.3 FOR LANDSCAPE. SEE SHEET L1.3 FOR PRELIMINARY PLANT MATERIAL LIST.
- 2) ALL LANDSCAPE COMPONENTS AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF LOCAL GOVERNING AUTHORITIES, USING LOCALLY ESTABLISHED, HORTICULTURALLY SOUND TRADE METHODS.
- 3) ALL LANDSCAPE AREAS NOT OTHERWISE DESIGNATED SHALL BE PROVIDED WITH GROUND COVER MULCH AND WEED SUPPRESSION MATERIALS COMPATIBLE WITH THE SITE LOCATION.
- 4) TREES SHALL BE PROVIDED WITH ADEQUATE STABILIZATION FOR PROPER ROOT BALL ESTABLISHMENT IN CONSIDERATION OF THE PREVAILING WIND CONDITIONS OF THE SITE.
- 5) SOIL PREPARATION SHALL BE BASED ON THE CONDITION OF THE SOILS AT THE PROJECT SITE IN CONSIDERATION OF POST GRADING CONDITIONS. ALL AREAS COMPACTED BY CONSTRUCTION ACTIVITIES OR EQUIPMENT SHALL BE SCARIFIED AND RETURNED TO FRIABLE CONDITION.
- 6) THE FINAL LANDSCAPE DESIGN SHALL REFLECT PLANT SELECTION AND LOCATION IN COMPATIBLE WATER USE ZONES. GENERALLY, PLANT MATERIAL SHALL BE COMPATIBLE WITH LOW WATER USE. FINAL PLANT MATERIAL SELECTION SHALL UTILIZE NO MORE THAN 20% OF ONE OR CLOSELY RELATED SPECIES. PLANT MATERIAL QUALITY SHALL BE IN ACCORDANCE WITH REQUIREMENTS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK.
- 7) SEPARATE WATER SERVICE SHALL BE PROVIDED FOR DOMESTIC AND IRRIGATION WATER SERVICE. ADEQUATE IRRIGATION WATER SHALL BE PROVIDED FOR PROPER AND THRIVING GROWTH OF THE PLANT MATERIAL.
- 8) ALL LANDSCAPE PLANTINGS SHALL BE PROVIDED WITH AUTOMATIC IRRIGATION CONSISTING OF LOW VOLUME DEVICES TO CONTAINER PLANT MATERIAL INCLUDING TREES IN LAWN AREAS. LAWN AREAS SHALL BE PROVIDED WITH LOW APPLICATION RATE POP UP SPRINKLERS. SYSTEM CONTROL SHALL BE BASED ON VARIOUS WATER USE ZONES OF PLANT MATERIAL, AND SHALL BE PROVIDED WITH WIND AND RAIN SHUTOFF DEVICES. IRRIGATION CONTROLLER SHALL BE EQUIPPED WITH MULTIPLE STATION CAPACITY. SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE MOISTURE FOR THRIVING PLANT GROWTH WITH MINIMAL OVER SPRAY.
- 9) A COMPLETE MAINTENANCE PLAN SHALL BE DEVELOPED FOR THE PROJECT BASED ON THE FINAL IRRIGATION DESIGN AND PLANT MATERIAL SELECTION, IN ACCORDANCE WITH THE REQUIREMENTS OF LOCAL GOVERNING AUTHORITIES.
- 10) LANDSCAPE AND IRRIGATION TREATMENTS IN PUBLIC RIGHTS OF WAY SHALL BE ACCOMPANIED WITH THE PROPER ENCROACHMENT PERMITS FROM APPLICABLE LOCAL GOVERNING AUTHORITIES.
- 11) SURFACE COVERAGE: SHRUB AND GROUND COVER PLANT MATERIAL SHALL BE PROVIDED IN SUFFICIENT QUANTITIES TO ENSURE COVERAGE OF LANDSCAPE PLANTINGS AREAS IN 5 YEARS. SHRUB AND GROUND COVER PLANT MATERIAL SHALL BE LOCATED WITH A MINIMUM OF 2'6" CLEARANCE FROM CURB AT MATURITY.
- 12) LAWN AREAS: LAWN SHALL BE INSTALLED IN AREAS TO ALLOW 10-FOOT WIDTH, MINIMUM. A MAXIMUM OF 25% OF THE LANDSCAPE AREA PROVIDED SHALL BE INSTALLED AS LAWN.
- 13) SITE LIGHTING: FINAL LANDSCAPE DESIGN SHALL COORDINATE TREE PLANTINGS WITH SITE LIGHTING IN PARKING AND OTHER SITE AREAS.
- 14) LANDSCAPE COORDINATION: THE FINAL DESIGN OF THE LANDSCAPE SHALL BE COORDINATED WITH VEHICULAR AND PEDESTRIAN CIRCULATION, INCLUDING BICYCLE PARKING. SIGHT VISIBILITY TRIANGLES AT INTERSECTIONS AND DRIVES SHALL BE MAINTAINED.
- 15) LANDSCAPE AREA:
WAL-MART 3706-00 PARKING AREA, 389,258 SQUARE FEET
5% REQUIRED LANDSCAPE AREA, 19,463 SQUARE FEET
PARKING AREA LANDSCAPE PROVIDED, 29,720 SQUARE FEET.

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SURVEYORS • CONSTRUCTION INSPECTION
1150 CORPORATE BLVD, RENO, NV 89502 (775) 856-1150 FAX: (775) 856-1160
File: X:\Project\0708\020\cfa\Walmart-LANDSCAPE.dwg
Wednesday, Feb 03, 2010 12:12 PM

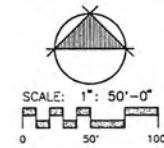
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DATE	PRN	PM	DES	DRW

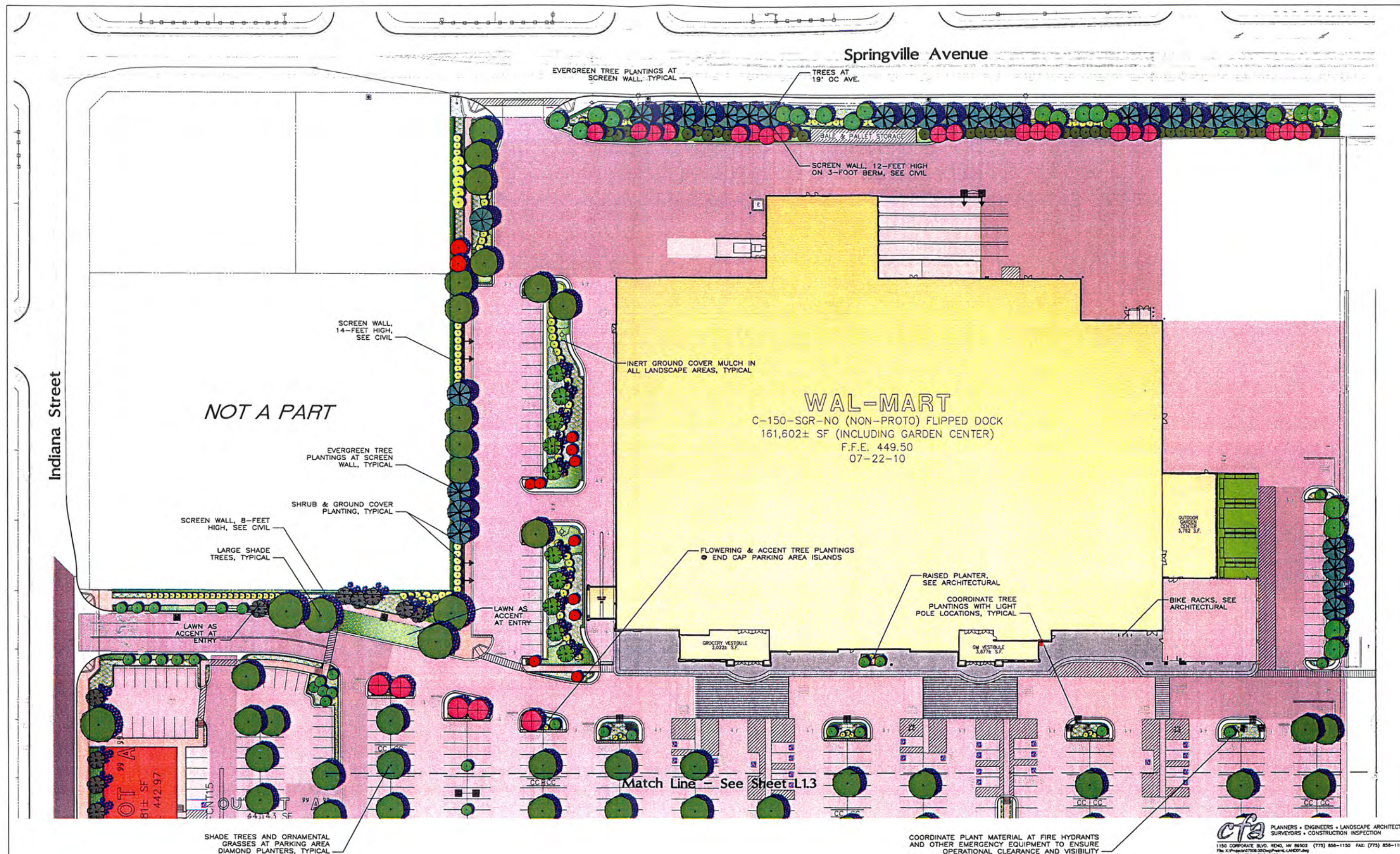
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1044 N. HERNDON AVE. SUITE 108 (559) 447-3119 JOB NO.: 17072.0
FRESNO, CA 93720 FAX: (559) 447-3120 SMO NAME: none
PRELIMINARY LANDSCAPE PLAN DATE: 2-10-10 SHEET NO.:
JAYE ST. & STATE ROUTE 190 L11
PORTERVILLE, CA 3

EXHIBIT *B-4a*





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SURVEYORS • CONSTRUCTION INSPECTION
1150 CORPORATE BLVD. 2ND. FLOOR, PORTERVILLE, CA 95257 (773) 856-1150 FAX: (773) 856-1150
File: C:\Projects\0708\0000\Phases\LANDSCAPE.dwg
c:\projects\p1\02 Feb 2012 - 11:38am

INITIAL DESIGN	10-9-08	JDC	YTH	JPM	JPM
DATE	PRN	PM	DES	DRW	

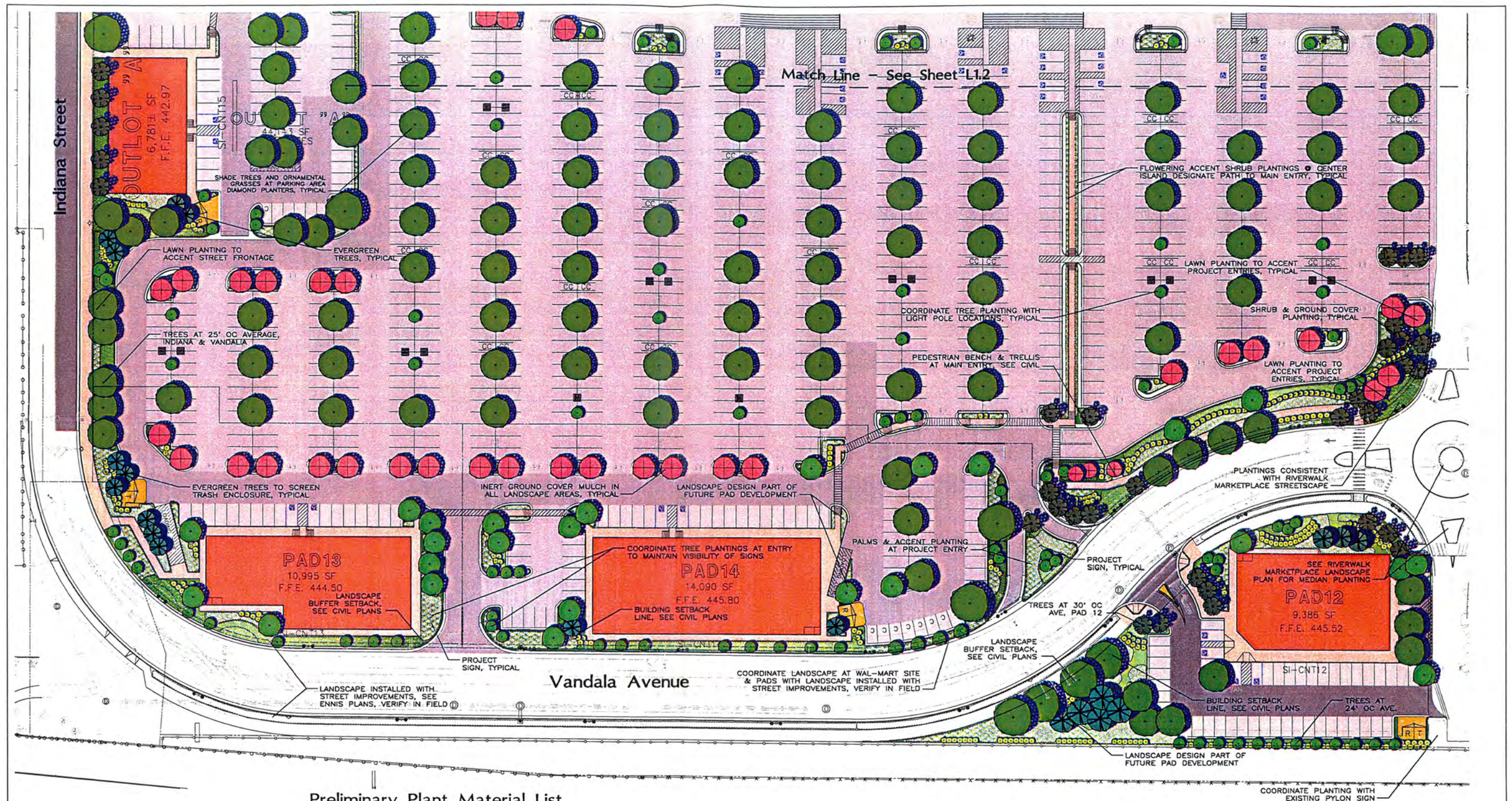
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1044 N. HERRING AVE. SUITE 108 (558) 447-3119 JOB NO: 17107.0
PRESHO, CA 93770 FAX (558) 447-3129 DATE NAME: BOW
PRELIMINARY LANDSCAPE PLAN DATE SHEET NO:
JAYE ST. & STATE ROUTE 160 3-21-10 L12
PORTERVILLE, CA 95257 3

EXHIBIT *B-4b*



Preliminary Plant Material List

SYMBOL	COMMON	GENUS	SPECIES	VARIETY	TYPE	SIZE	SPACING	HEIGHT	WATER	SYMBOL	COMMON	GENUS	SPECIES	VARIETY	TYPE	SIZE	SPACING	HEIGHT	WATER
CE-DEC	Evergreen Trees									CE-DEC	Evergreen Trees								
CE-DEC	Incense Cedar	Calocedrus	decurrens		CN	7.0 Ft. High	40.0	50.0	L	CE-DEC	Incense Cedar	Calocedrus	decurrens		CN	7.0 Ft. High	40.0	50.0	L
SE-SC	Santa Cruz Coast Redwood	Sequoia	sempervirens	Santa Cruz	CN	7.0 Ft. High	25.0	80.0	M	SE-SC	Santa Cruz Coast Redwood	Sequoia	sempervirens	Santa Cruz	CN	7.0 Ft. High	25.0	80.0	M
LAU-SAR	Sweet Bay	Laurus	nobilis	Saratoga	ET	6.0 Ft. High	15.0	20.0	L	LAU-SAR	Sweet Bay	Laurus	nobilis	Saratoga	ET	6.0 Ft. High	15.0	20.0	L
POD-GRA	Fern Pine	Podocarpus	gracilior		ET	7.0 Ft. High	30.0	50.0	H	POD-GRA	Fern Pine	Podocarpus	gracilior		ET	7.0 Ft. High	30.0	50.0	H
QUE-WIS	Interior Live Oak	Quercus	wislizeni		ET	2.0 In. Cal.	60.0	60.0	L	QUE-WIS	Interior Live Oak	Quercus	wislizeni		ET	2.0 In. Cal.	60.0	60.0	L
ALN-RHO	Deciduous Shade Trees									ALN-RHO	Deciduous Shade Trees								
ALN-RHO	White Alder	Alnus	mombifolia		DT	1.5 In. Cal.	35.0	60.0	M	ALN-RHO	White Alder	Alnus	mombifolia		DT	1.5 In. Cal.	35.0	60.0	M
ARB-LNE	Strawberry Tree	Arbutus	unedo		DT	1.5 In. Cal.	15.0	20.0	L	ARB-LNE	Strawberry Tree	Arbutus	unedo		DT	1.5 In. Cal.	15.0	20.0	L
CEL-SIN	Chinese Hackberry	Celtis	sinensis		DT	2.0 In. Cal.	25.0	35.0	M	CEL-SIN	Chinese Hackberry	Celtis	sinensis		DT	2.0 In. Cal.	25.0	35.0	M
FRAX-AM	White Ash	Fraxinus	americana		DT	2.0 In. Cal.	40.0	45.0	M	FRAX-AM	White Ash	Fraxinus	americana		DT	2.0 In. Cal.	40.0	45.0	M
GIN-BIL	Ginkgo	Ginkgo	biloba		DT	1.5 In. Cal.	25.0	40.0	M	GIN-BIL	Ginkgo	Ginkgo	biloba		DT	1.5 In. Cal.	25.0	40.0	M
LAG-TUS	Tuscarora Grape Myrtle	Lagerstroemia	hybrid	Tuscarora	DT	20.0 In. Box	15.0	15.0	L	LAG-TUS	Tuscarora Grape Myrtle	Lagerstroemia	hybrid	Tuscarora	DT	20.0 In. Box	15.0	15.0	L
LAG-IND	Crope Myrtle	Lagerstroemia	indica	Tuscarora	DT	20.0 In. Box	15.0	15.0	L	LAG-IND	Crope Myrtle	Lagerstroemia	indica	Tuscarora	DT	20.0 In. Box	15.0	15.0	L
OLE-EUR	Fruitless Olive	Olea	europea	Swan Hill	DT	1.5 In. Cal.	25.0	30.0	L	OLE-EUR	Fruitless Olive	Olea	europea	Swan Hill	DT	1.5 In. Cal.	25.0	30.0	L
PLA-COL	Kieth Dovey Platane	Platanus	chinensis		DT	2.0 In. Cal.	35.0	35.0	L	PLA-COL	Kieth Dovey Platane	Platanus	chinensis		DT	2.0 In. Cal.	35.0	35.0	L
PLA-COL	Columbia Plane Tree	Platanus	occidentalis	Columbia	DT	2.0 In. Cal.	50.0	40.0	L	PLA-COL	Columbia Plane Tree	Platanus	occidentalis	Columbia	DT	2.0 In. Cal.	50.0	40.0	L
QUE-LOB	Valley White Oak	Quercus	lobata		DT	2.0 In. Cal.	60.0	60.0	L	QUE-LOB	Valley White Oak	Quercus	lobata		DT	2.0 In. Cal.	60.0	60.0	L
TIL-GRE	Greenspire Linden	Tilia	cordata	Greenspire	DT	2.0 In. Cal.	25.0	50.0	M	TIL-GRE	Greenspire Linden	Tilia	cordata	Greenspire	DT	2.0 In. Cal.	25.0	50.0	M
WAG-GRA	Flowering & Accent Trees									WAG-GRA	Flowering & Accent Trees								
WAG-GRA	Russian Magnolia	Magnolia	grandiflora	Russian Ruben	FT	7.0 Ft. High	30.0	40.0	M	WAG-GRA	Russian Magnolia	Magnolia	grandiflora	Russian Ruben	FT	7.0 Ft. High	30.0	40.0	M
PRUN-ARA	Kwanon Flowering Cherry	Prunus	serotina	Kwanon	FT	2.0 In. Cal.	18.0	20.0	M	PRUN-ARA	Kwanon Flowering Cherry	Prunus	serotina	Kwanon	FT	2.0 In. Cal.	18.0	20.0	M
PRUN-ARA	Evergreen Pear	Prunus	kerriana		FT	2.0 In. Cal.	15.0	30.0	M	PRUN-ARA	Evergreen Pear	Prunus	kerriana		FT	2.0 In. Cal.	15.0	30.0	M
CER-PP	Forest Pansy Redbud	Cercis	occidentalis	Forest Pansy	MT	15.0 Gal.	18.0	18.0	M	CER-PP	Forest Pansy Redbud	Cercis	occidentalis	Forest Pansy	MT	15.0 Gal.	18.0	18.0	M
PHO-DAC	Date Palm	Phoenix	dactylifera	Deget Noor	PM	15.0 Gal.	20.0	35.0	L	PHO-DAC	Date Palm	Phoenix	dactylifera	Deget Noor	PM	15.0 Gal.	20.0	35.0	L
CEA-HP	Ground Cover									CEA-HP	Ground Cover								
CEA-HP	Hurricane Point Ceonoth	Ceanothus	griseus horizontalis	Hurricane Point	GC	1.0 Gal.	8.0	2.5	L	CEA-HP	Hurricane Point Ceonoth	Ceanothus	griseus horizontalis	Hurricane Point	GC	1.0 Gal.	8.0	2.5	L
CIS-WAR	Warley Rockrose	Cistus	lanceolatus	Warley Rock	GC	5.0 Gal.	4.0	1.0	L	CIS-WAR	Warley Rockrose	Cistus	lanceolatus	Warley Rock	GC	5.0 Gal.	4.0	1.0	L
LOH-HAL	Hall's Honeysuckle	Lonicera	japonica	Halliana	GC	1.0 Gal.	8.0	8.0	L	LOH-HAL	Hall's Honeysuckle	Lonicera	japonica	Halliana	GC	1.0 Gal.	8.0	8.0	L
ROS-FOR	Flower Carpet Red Rose	Rosa	sp.	Flower Carpet Red	GC	1.0 Gal.	4.0	4.0	L	ROS-FOR	Flower Carpet Red Rose	Rosa	sp.	Flower Carpet Red	GC	1.0 Gal.	4.0	4.0	L
TUL-VO	Society Garlic	Tulbaghia	violacea		GC	1.0 Gal.	2.0	2.0	L	TUL-VO	Society Garlic	Tulbaghia	violacea		GC	1.0 Gal.	2.0	2.0	L
EUR-VIR	Shrub									EUR-VIR	Shrub								
EUR-VIR	Yellow Daisy Bush	Euryops	pectinatus	Vidia	DS	1.0 Gal.	3.0	3.0	L	EUR-VIR	Yellow Daisy Bush	Euryops	pectinatus	Vidia	DS	1.0 Gal.	3.0	3.0	L
LAG-TUS	Tuscarora Grape Myrtle	Lagerstroemia	indica	Tuscarora	DS	15.0 Gal.	5.0	5.0	L	LAG-TUS	Tuscarora Grape Myrtle	Lagerstroemia	indica	Tuscarora	DS	15.0 Gal.	5.0	5.0	L
LAN-MON	Trailing Lantana	Lantana	montevidensis		DS	1.0 Gal.	4.0	3.0	L	LAN-MON	Trailing Lantana	Lantana	montevidensis		DS	1.0 Gal.	4.0	3.0	L
HEL-SEM	Blue Gai Grass	Helicopsis	sempervirens		DS	1.0 Gal.	4.0	4.0	L	HEL-SEM	Blue Gai Grass	Helicopsis	sempervirens		DS	1.0 Gal.	4.0	4.0	L
WIS-SIN	Curly Grass	Wislizenia	sp.		DS	2.0 Gal.	8.0	4.0	H	WIS-SIN	Curly Grass	Wislizenia	sp.		DS	2.0 Gal.	8.0	4.0	H
ABE-EG	Glossy Abelia	Abelia	grandiflora	Edward Goucher	ES	2.0 Gal.	3.0	8.0	M	ABE-EG	Glossy Abelia	Abelia	grandiflora	Edward Goucher	ES	2.0 Gal.	3.0	8.0	M
DOD-VIS	Bush Hipsweed	Dodonaea	viscoso		ES	3.0 Gal.	8.0	10.0	L	DOD-VIS	Bush Hipsweed	Dodonaea	viscoso		ES	3.0 Gal.	8.0	10.0	L
LAV-AUG	English Lavender	Lavandula	angustifolia		ES	1.0 Gal.	3.5	3.5	L	LAV-AUG	English Lavender	Lavandula	angustifolia		ES	1.0 Gal.	3.5	3.5	L
LEG-TEX	Japanese Privet	Ligustrum	japonicum	Taxum	ES	5.0 Gal.	7.0	9.0	M	LEG-TEX	Japanese Privet	Ligustrum	japonicum	Taxum	ES	5.0 Gal.	7.0	9.0	M
NER-PS	Petite Salmon Oleander	Nerium	oleander	Petite Salmon	ES	1.0 Gal.	5.0	5.0	L	NER-PS	Petite Salmon Oleander	Nerium	oleander	Petite Salmon	ES	1.0 Gal.	5.0	5.0	L
RHA-ENT	Indian Hawthorn	Rhamnus	indica	Enchantress	ES	5.0 Gal.	5.0	5.0	L	RHA-ENT	Indian Hawthorn	Rhamnus	indica	Enchantress	ES	5.0 Gal.	5.0	5.0	L
SAR-RUS	Sarcococca	Sarcococca	ruscifolia		ES	5.0 Gal.	5.0	5.0	M	SAR-RUS	Sarcococca	Sarcococca	ruscifolia		ES	5.0 Gal.	5.0	5.0	M
XYL-CJS	Shiny Xyloma	Xyloma	congestum		ES	5.0 Gal.	8.0	8.0	L	XYL-CJS	Shiny Xyloma	Xyloma	congestum		ES	5.0 Gal.	8.0	8.0	L
TRA-JAS	Vines									TRA-JAS	Vines								
TRA-JAS	Star Jasmine	Trachelospermum	jasmoides		VN	1.0 Gal.	10.0	15.0	M	TRA-JAS	Star Jasmine	Trachelospermum	jasmoides		VN	1.0 Gal.	10.0	15.0	M
HEB-HEL	English Ivy	Hedera	helix		VN	1.0 Gal.	As shown	5.0	M	HEB-HEL	English Ivy	Hedera	helix		VN	1.0 Gal.	As shown	5.0	M
PAR-TRE	Boat Ivy	Parthenocissus	tricuspidata		VN	1.0 Gal.	As shown	5.0	M	PAR-TRE	Boat Ivy	Parthenocissus	tricuspidata		VN	1.0 Gal.	As shown	5.0	M

NOTE: MINIMUM CONTAINER SIZE FOR TREES SHALL BE 15 GALLON.

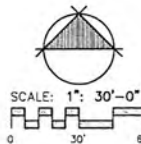


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PESNO, CA 93729 FAX (559) 447-3129 DATE: 1/21/10 SHEET NO: 3
PRELIMINARY LANDSCAPE PLAN
JAYE ST. & STATE ROUTE 190
PORTERVILLE, CA



Vicinity Map
Not to Scale

LEGEND

EXISTING

ASPHALT CONCRETE
AC DIRT
BOTTOM OF BANK
BUILDING CORNER
BOLLARD
CURB INLET BEHIND
CURB INLET GRATE
CONCRETE
CONCRETE APPROACH
DRAINAGE MANHOLE
DRAINAGE CURB
EAST OF ELECTRIC
EXISTING DRAINAGE
EDGE OF PAVEMENT
FENCE CHAINLINK
FINISHED FLOOR
FLOW LINE
GAS
GRADE BREAK
GRASSY AREA
GUTTER
INVERT ELEVATION
NORTH
OVERHEAD
POLY WHITE CHLORIDE PIPE
REINFORCED CONCRETE PIPE
SOUTH OF SEWER
SOLID 18" PIPE
SOLID 24" PIPE
SOLID 30" PIPE
SOLID 36" PIPE
TOP OF BANK

TOP BACK OF CURB
TEMPORARY BENCH MARK
UNDERGROUND
WEST OF WATER
BOLLARD
BRICK WALL
CONCRETE WALL
BOUNDARY LINE
RIGHT OF WAY LINE
EASEMENT LINE
SETBACK LINE
SECTION LINE
CONTOUR LINE
STORM DRAIN
GAS
FENCE CHAINLINK
OVERHEAD ELECTRIC
OVERHEAD ELECTRIC AND TELEPHONE
OVERHEAD TELEPHONE
OVERHEAD TV
SEWER
UNDERGROUND ELECTRIC
UNDERGROUND ELECTRIC AND TELEPHONE
UNDERGROUND TELEPHONE AND GAS
UNDERGROUND ELECTRIC AND TELEPHONE
UNDERGROUND TELEPHONE
UNDERGROUND TV
WATER

BACKFLOW PREVENTER
BENCHMARK
BOLLARD
BRASS CAP
CURB INLET
CURB INLET BEHIND
CLEAN OUT
ELECTRICAL RISER
DRAINAGE MANHOLE
ELECTRICAL RISER
EVERGREEN TREE
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
GRATE INLET - SQUARE
GRATE INLET - CIRCULAR
GAS METER
GUARD POST
GAS VALVE
HANDICAPPED FACILITY
IRRIGATION CONTROL VALVE
IRON PIPE
LIGHT POLE OVERHANGING

LIGHT POLE - 1 LAMP
LIGHT POLE - 2 LAMPS
LIGHT POLE - 3 LAMPS
PALM TREE
ROOF DRAIN
RISER UNKNOWN
RISER TRAFFIC SIGNAL
RISER WATER
ELECTRICAL RISER
WATER RISER
SDN
SEWER MANHOLE
STANDPIPE
TRAFFIC SIGNAL
UTILITY POLE
UNKNOWN VAULT
CABLE TV VAULT
ELECTRICAL VAULT
GAS VAULT
TELEPHONE VAULT
TRAFFIC SIGNAL VAULT
WATER VAULT
WATER METER
WHEEL STOP
WATER VALVE

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LEGEND

EXISTING

EAST OF ELECTRIC
NORTH
OVERHEAD
SOUTH OF SEWER
STANDPIPE
TELEPHONE
UNDERGROUND
WEST OF WATER
BOUNDARY LINE
RIGHT OF WAY LINE
STORM DRAIN
GAS
OVERHEAD ELECTRIC
OVERHEAD ELECTRIC AND TELEPHONE
OHT
OVERHEAD TELEPHONE
OHTV
OVERHEAD TV
SEWER
UNDERGROUND ELECTRIC
UNDERGROUND ELECTRIC AND TELEPHONE
UCT
UNDERGROUND TELEPHONE
OHTV
UNDERGROUND TV
WATER

PROPOSED

BOUNDARY LINE
RIGHT OF WAY LINE
GRADE BREAK
CONTOUR ELEVATIONS
STORM DRAIN
UNITS OF PAVING
SPOT ELEVATIONS
TS = TOP OF CURB
FS = FINISHED SURFACE
FL = FLOW LINE
GB = GRADE BREAK
INV = INVERT ELEVATION
FTE = FINISHED FLOOR ELEVATION
PBD = PONDING BREAK OVER

GENERAL GRADING NOTES

- PRIOR TO INSTALLATION OF STORM OR SANITARY SEWER, THE CONTRACTOR SHALL EXCAVATE, VERIFY, AND CALCULATE ALL CROSSINGS AND INFORM THE OWNER AND THE ENGINEER OF ANY CONFLICTS. PRIOR TO CONSTRUCTION, THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF DESIGN CONFLICTS.
- CONTRACTOR HAS THE OPTION TO BID THE FOLLOWING MATERIAL FOR THE STORM SEWER SYSTEM EXCEPT WHERE OTHERWISE NOTED: RCP, HOPE AS SPECIFIED ON THIS PLAN WHERE THE WORD TYPE IS USED. ALL PIPES SHALL HAVE A MAXIMUM ROUNDEDNESS COEFFICIENT (N) OF 10 AND SHALL MEET OR EXCEED THE PIPE MANUFACTURER'S REQUIREMENTS FOR MINIMUM AND MAXIMUM COVER. CONTRACTOR SHALL REFER TO THE STANDARD SPECIFICATION SECTION FOR STORM SEWER SYSTEMS FOR ACCEPTABLE TYPE AND MATERIAL.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND 4" OF TOPSOIL APPLIED IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE. THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER AND NEIGHBOR, IN THE AREA SHALL THEN BE SEED, PERMANENT MULCHES, MATS, AND MAINTAINANCE. HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS (SEE LANDSCAPE PLAN FOR SEED MIX AND PROPER APPLICATION RATE). ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
- UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS:
ALL STORM DRAIN PIPE BEDDING SHALL BE INSTALLED PER DETAIL 28A.
ALL STORM DRAIN PIPES ARE MEASURED FROM CENTER OF STRUCTURES AND ENDS OF FLARED END SECTIONS.

GRADING DETAILS

- 54 GUARD POST (SINGLE)
- 5C GUARD POST (GROUP/PIPE HYDRANT PROTECTION)
- 14B CONCRETE VALLEY GUTTER
- 20A JUNCTION BOX
- 21A CURB INLET
- 23A GRATE INLET
- 21E COMBINATION INLET
- 27E STORM DRAIN CLEAN-OUT
- 73A 2' CURB CUT
- 73B PRECAST MANHOLE
- 73C HYDROPLAST DRAIN BASIN W/ 1/2" SLOTTED GRATE W/ CONCRETE COLLAR AT GRADE (SIZE AS SHOWN AT CALLOUT)
- 73E HYDROPLAST 30" DRAIN BASIN W/ 1/2" SLOTTED GRATE W/ 1/2" DIA. CONCRETE COLLAR AT GRADE
- 73D HYDROPLAST 30" CURB INLET STRUCTURE W/ 2' x 2' 1/2" STANDARD GRATE

GRADING NOTES

- 9C CONNECT DOWN SPOUTS TO DRAIN PIPE (SEE ARCH PLANS FOR EXACT NUMBER AND LOCATION OF DOWN SPOUTS)
- 73A CONNECT THROUGH DRAINAGE TO DRAIN PIPE (SEE ARCH PLANS FOR EXACT NUMBER AND LOCATION OF THROUGH DRAINAGE)
- 73B (2) 2" DRAINAGE THROUGH SIDE WALK
- 73C MATCH EXISTING GRADE
- 73D CONNECT TO EXISTING 24" STORM DRAIN SUB
- 73E CONNECT TO EXISTING STORM DRAINAGE STRUCTURE
- 73F LANDSCAPE SWALE
- 73H DRAIN TO EXISTING INLET
- 73J START OF WALL
- 73K END OF WALL
- 73L (2) 2" DRAINAGE THROUGH SCREEN WALL

APPROVALS

REVIEWED BY:	CITY ENGINEER	DATE:		
APPROVED BY:	PUBLIC WORKS DIRECTOR	R.C.E.	DATE:	

INITIAL DESIGN	10-9-08	EGG	BL	JW	LN
	DATE	GRN	PH	CEE	DSW

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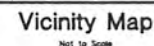
G&E Engineering Associates, Inc.
CONSOLIDATED LAND DEVELOPMENT SERVICES
1044 N. HERNDON AVE. SUITE 108 (353) 447-2119 JOB NO. 17107.0
PORTERVILLE, CA 95759 FAX (353) 447-2119 Dwg. NAME

PRELIMINARY GRADING PLAN
JAYE ST. & STATE ROUTE 190
PORTERVILLE, CA
DATE: 09-21-10
SHEET NO. 2 OF 4

HIGHWAY 190

UNDER CONSTRUCTION

EXHIBIT B-5



EXISTING

ASPHALT CONCRETE
AS PAVE
BOTTOM OF BANK
BUILDING CORNER
BOLLARD
CURB INLET BISHOP
CURB INLET GRATE
CENTERLINE
CONCRETE
DRAINWAY APPROACH
DRAINAGE MANHOLE
DEFLECTION CURB
EAST OR ELECTRIC
EXISTING GROUND
EDGE OF PAVEMENT
FENCE CHAINLINK
FINISHED FLOOR
FLOW LINE
GAS
GRADE BREAK
QUADRANT
GUTTER
INVERT ELEVATION
NORTH
OVERHEAD
POLY VINYL CHLORIDE
REINFORCED CONCRETE
SOUTH OF SEWER
SIDE-MANHOLE
SOLID
SIDEWALK
TELEPHONE
TOP OF BANK

TOP BACK OF CURB
UNDERGROUND BENCH MARK
UNDERGROUND
NEST OF WATER
BLOCK
BRICK WALL
CONCRETE WALL
BOUNDARY LINE
RIGHT OF WAY LINE
EASEMENT LINE
SETBACK LINE
SECTION LINE
CONTOUR LINE
STORM DRAIN
GAS
FENCE CHAINLINK
OVERHEAD ELECTRIC
OVERHEAD ELECTRIC AND
OVERHEAD TELEPHONE
OVERHEAD TV
SEWER
UNDERGROUND ELECTRIC
UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE
UNDERGROUND TELEPHONE
UNDERGROUND TELEPHONE
UNDERGROUND TV
WATER

BADFLOW PREVENTER
BENCHMARK
BOLLARD
BRASS CAP
CURB INLET
CURB INLET BEHIND
CLEAN OUT
DECIDUOUS TREE
DRAINAGE MANHOLE
ELECTRICAL METER
EVERGREEN TREE
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
GRATE INLET - SQUARE
GRATE INLET - CIRCULAR
GAS METER
GUARD POST
GAS VALVE
HANDICAPPED FACILITY
IRRIGATION CONTROL VALVE
FOUND IRON PIPE
LIGHT POLE OVERHANGING

LIGHT POLE - 1 LAMP
LIGHT POLE - 2 LAMPS
LIGHT POLE - 3 LAMPS
PALM TREE
ROOF DRAIN
RISER UNKNOWN
RISER TRAFFIC SIGNAL
RISER WATER
ELECTRICAL RISER
WATER RISER
SIGN
SEWER MANHOLE
STANDPIPE
TRAFFIC SIGNAL
UTILITY POLE

UNKNOWN VAULT
CABLE TV VAULT
ELECTRICAL VAULT
GAS VAULT
TELEPHONE VAULT
TRAFFIC SIGNAL VAULT
WATER VAULT
WATER METER
WHEEL STOP
WATER VALVE

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AT LEAST 48 HOURS
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PROPOSED

SYMBOLS	
----	BOUNDARY LINE
----	RIGHT OF WAY LINE
====	STORM DRAIN
---X---	GAS SERVICE
---ONE---	OVERHEAD ELECTRIC SERVICE
---OHELT---	OVERHEAD ELECTRIC AND TELEPHONE SERVICE
---OHT---	OVERHEAD TELEPHONE SERVICE
---XS---	SANITARY SEWER SERVICE
---UG---	UNDERGROUND ELECTRIC SERVICE
---UGELT---	UNDERGROUND ELECTRIC AND TELEPHONE SERVICE
---UGT---	UNDERGROUND TELEPHONE SERVICE
---XW---	WATER SERVICE
---F---	FIRE DEPARTMENT CONNECTION

GENERAL UTILITY NOTES

ALL WATER LINES LESS THAN 4" SHALL BE P.V.C. AUSTIN 27241 RPS
SOL 21 RATING OR AN APPROVED ALTERNATE. ALL WATER LINES 4" AND
LARGER SHALL BE P.V.C. 27241 RPS OR AN APPROVED ALTERNATE. ALL WATER LINES SHALL HAVE 36" MIN
COVER AND TRACED RIGID.

ALL SANITARY SEWER LINES SHALL BE P.V.C. (SDR-35) WITH 36" MIN
COVER. ALL SANITARY SEWER LINES SHALL HAVE THIRDE WAVE.

CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING
UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.

ALL ELECTRIC, TELEPHONE AND GAS EXTENSIONS INCLUDING SERVICE
CABLES BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY
SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED
WITH THE DESIGNATED UTILITY COMPANIES.

CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM
UNTIL THE CONTRACTOR HAS BEEN APPROVED BY AN AGENCY FROM THE
APPROPRIATE GOVERNING AUTHORITY AND CONTRACTOR HAS BEEN
NOTIFIED BY THE DESIGNATED UTILITY COMPANIES.

PRIOR TO THE CONSTRUCTION OF OR DISSECTION TO ANY STORM DRAIN
SANITARY SEWER MAIN OR ANY OF THE DR UTILITY, THE
CONTRACTOR SHALL DEVIATE, VERIFY AND CALCULATE ALL POINTS OF
CUT AND FILL, ALL EXISTING AND PROPOSED ELEVATIONS, ALL EXISTING AND
THE OWNER/DEVELOPER OR ANY LICENSED OR REQUIRED DRAINAGE
ENGINEER, ALL NECESSARY PERMITS AND ALL NECESSARY EROSION
CONTROL TO CONSTRUCTION. THE ENGINEERING AND ITS CLIENTS SHALL
BE RESPONSIBLE IN THE EVENT THAT THE CONTRACTOR FAILS TO
MAKE SUCH NOTIFICATION.

UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR
WITHIN SPECIFICATIONS

ALL WATER LINE FITTINGS 4" AND LARGER IN DIAMETER SHALL BE
INSTALLED WITH THUS/16000 PSI RATING PER DETAIL 310.

ALL WATER LINE PIPE BEDDING SHALL BE INSTALLED PER DETAIL 424
OR 425.

ALL SANITARY SEWER PIPE BEDDING SHALL BE INSTALLED PER
DETAIL 424.

CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO START
OF CONSTRUCTION TO DECONTAMINATE CONSTRUCTION START DATES
AND SCHEDULES.

UTILITY DETAILS

- | | |
|-----|---|
| 34 | GUARD POST (SINGLE) |
| 36A | FIRE HYDRANT ASSEMBLY - SEE DETAIL FOR BRAND AND TYPE |
| 36C | SANITARY SEWER INSIDE DROP MANHOLE |
| 36E | SANITARY SEWER CLEAN-OUT |
| 47A | REMOTE GARDEN CENTER UTILITY BOLLARD |

UTILITY NOTES

- [illegible]

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF
PORCHES, RAMPS, SLOPED PAVING, BUILDING UTILITY ENTRANCE
LOCATIONS, BUILDING MATERIALS AND PRECISE BUILDING DIMENSIONS.

APPROVALS

REVIEWED BY: _____ CITY ENGINEER _____ DATE _____

APPROVED BY: _____ PUBLIC WORKS DIRECTOR _____ DATE _____

INITIAL DESIGN	10-9-08	JOG	BL	JM	EN
----------------	---------	-----	----	----	----

INITIAL DESIGN	DATE	DRN	PU	DES	DRW

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STORE #3706-00



H&H Engineering Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

CONSOLIDATED LAND DEVELOPMENT SERVICE

1044 N. HARRISON AVE. SUITE 108 FRESNO, CA 93720	(559) 447-3119 FAX (559) 447-3129	JOB NO.: 17107.0 DWG NAME:
---	--------------------------------------	-------------------------------

PRELIMINARY UTILITY PLAN	DATE 09-21-10	SHEET NO. 1
--------------------------	------------------	----------------

JAYE ST. & STATE ROUTE 190
PORTERVILLE CA

© 2009 C2I Engineering A.S. TUTTA ILLUSTRAZIONE

EXHIBIT B-6



Vicinity Map
Not to Scale

LEGEND

EXISTING

ASPHALT CONCRETE
AS DIRT
BOTTOM OF BANK
BUILDING CORNER
BOLLARD
CLUB INLET BOXING
CLUB INLET GRADE
CENTERLINE
CONCRETE
DRAINAGE MANHOLE
DRAINAGE MANHOLE
EAST OF ELECTRIC
EXISTING GROUND
EDGE OF PAVEMENT
FENCE CHAINLINK
FINISHED FLOOR
FLOW LINE
GAS
GRADE BREAK
GUMMERS
HATCH ELEVATION
NORTH
OVERHEAD
POLY VINYL CHLORIDE PIPE
REINFORCED CONCRETE PIPE
SOUTH OF SEWER
SIGN-HANDICAP
SOLID STORM
SIDEWALK
TELEPHONE
TOP OF BANK

TOP BACK OF CURB
TEMPORARY BENCH MARK
UNDERGROUND
WEST OF WATER
BLOCK WALL
BRICK WALL
CONCRETE WALL
BOUNDARY LINE
RIGHT OF WAY LINE
EASEMENT LINE
SETBACK LINE
SECTION LINE
CONTOUR LINE
STORM DRAIN
GAS
FENCE CHAINLINK
OVERHEAD ELECTRIC
OVERHEAD ELECTRIC AND TELEPHONE
OVERHEAD TELEPHONE
OVERHEAD TV
SEWER
UNDERGROUND ELECTRIC
UNDERGROUND ELECTRIC AND TELEPHONE
UNDERGROUND TELEPHONE AND GAS
UNDERGROUND ELECTRIC AND TELEPHONE
UNDERGROUND TELEPHONE
UNDERGROUND TV
WATER

BACKFLOW PREVENTER
BENCHMARK
BOLLARD
BRASS CAP
CLUB INLET
CLUB INLET BOXING
CLEAN OUT
DEODOROUS TREE
DRAINAGE MANHOLE
ELECTRICAL METER
EVERGREEN TREE
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
GRATE INLET - SQUARE
GRATE INLET - CIRCULAR
GAS METER
GUARD POST
GAS VALVE
HANDICAPPED FACILITY
IRRIGATION CONTROL VALVE
FOUND IRON PIPE
LIGHT POLE OVERHANGING

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PALM TREE
ROOF DRAIN
RISER UNKNOWN
RISER TRAFFIC SIGNAL
RISER WATER
ELECTRICAL RISER
WATER RISER
SIGN
SEWER MANHOLE
STANDPIPE
TRAFFIC SIGNAL
UTILITY POLE
UNKNOWN VAULT
CABLE TV VAULT
ELECTRICAL VAULT
GAS VAULT
TELEPHONE VAULT
TRAFFIC SIGNAL VAULT
WATER VAULT
WATER METER
WHEEL STOP
WATER VALVE

Call USA at:
1-800-227-2600

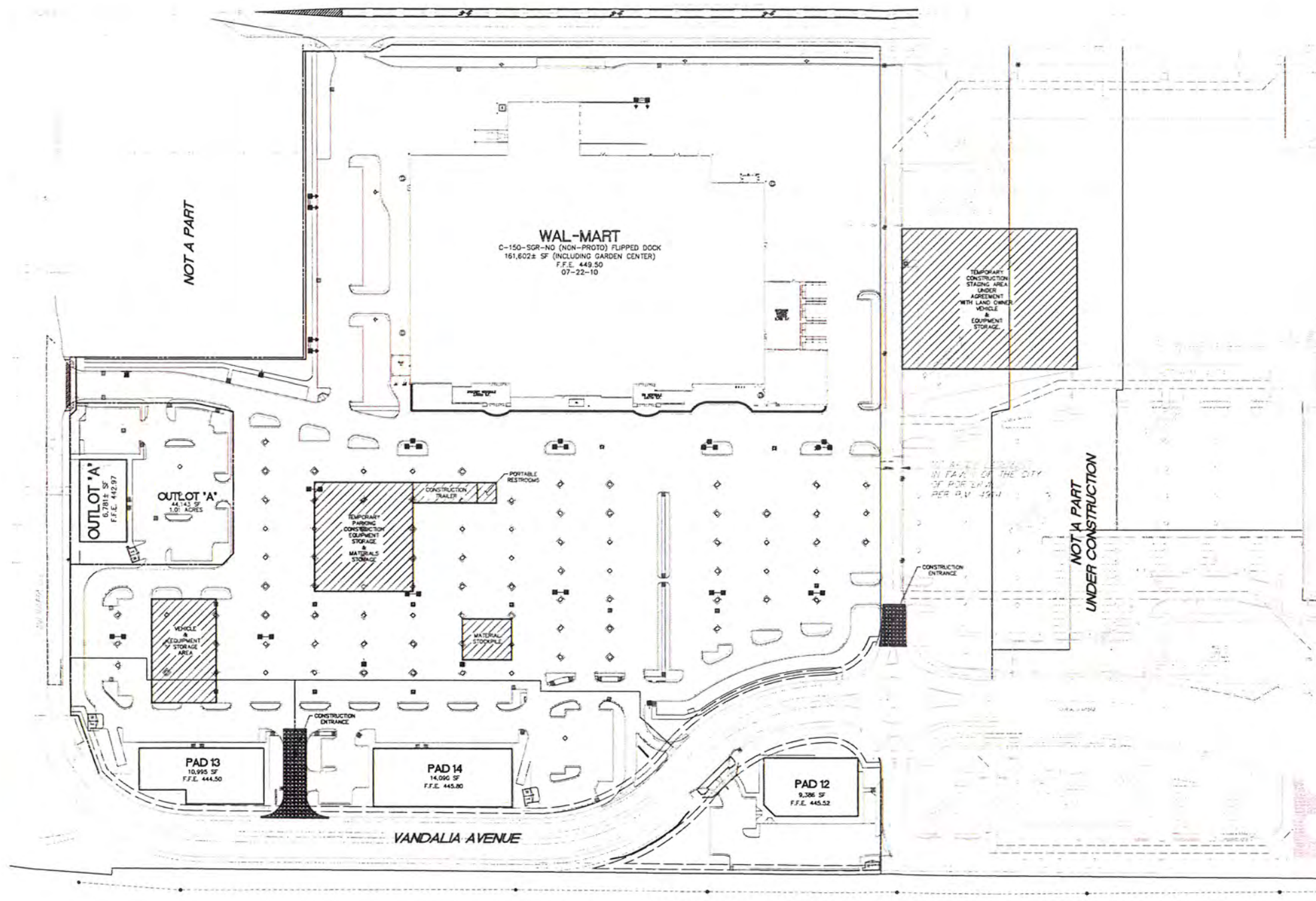


AT LEAST 48 HOURS
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CONSTRUCTION SCHEDULE

1. MOBILIZATION (1 WEEK)
2. INSTALL CONSTRUCTION ENTRANCE & EROSION CONTROL MEASURES (1 WEEK)
3. BEGIN ROUGH GRADING ON SITE & PADS (4-6 WEEKS)
4. INSTALL UNDERGROUND UTILITIES & CONNECTIONS (4-6 WEEKS)
5. PREPARE BUILDING PAD (2-3 WEEKS)
6. CONSTRUCT BUILDING FOUNDATION & SLABS (6-8 WEEKS)
7. CONSTRUCT BUILDING (4-5 WEEKS)
8. FINAL GRADING OF PARKING LOT (2-3 WEEKS)
9. INSTALL IRRIGATION SYSTEM (3-4 WEEKS)
10. CONSTRUCT ASPHALT PARKING LOT (6-8 WEEKS)
11. INSTALL LANDSCAPING (3-4 WEEKS)
12. SIGN & STRIPE PARKING LOT (2-3 WEEKS)
13. PROJECT PUNCH LIST & COMPLETION (2-3 WEEKS)
14. GRAND OPENING

THIS SCHEDULE IS A GENERIC LIST OF ACTIVITIES & ESTIMATED TIMELINES WITH SOME ACTIVITIES BEING DONE CONCURRENTLY. TOTAL CONSTRUCTION TIMELINE ESTIMATED AT 9-10 MONTHS FOR COMPLETION.



INITIAL DESIGN	10-9-08	JDC	BL	DN	ON
DATE	09/11/08	PM	DES	DRW	
Walmart Save money. Live better. STORE #3706-00					
GEI Engineering Associates, Inc. ENGINEER & PLANNER LANDSCAPE ARCHITECT & ENVIRONMENTAL SCIENTIST CONSOLIDATED LAND DEVELOPMENT SERVICES					
1044 N. HERNDON AVE. SUITE 108 FRESNO, CA 93720		(559) 447-3119 FAX (559) 447-3129		JOB NO.: 17107.0 DATE: 09-21-10 2:31 PM	
CONSTRUCTION STAGING PLAN JAYE ST. & STATE ROUTE 190 PORTERVILLE, CA		SHEET NO. 4 OF 4			

EXHIBIT b-7

GREENBRIAR
FLAT LENS
IESNA FULL CUTOFF

Maintained Footcandle levels at grade.

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
FRONT DRIVE SINGULAR	Illuminance	Fc	7.63	9.8	5.9	1.29	1.66
MAIN LOT SINGULAR	Illuminance	Fc	4.40	10.0	1.8	2.44	5.56

Symbol	Qty	Label	Arrangement	Total Lumens	LLF	Description	Total Watts
8	8	BV	D180	120000	0.750	GPR-540-1000-PMV-F 39' POLE 3' BASE	17280
14	3	BV-38SS	ROTATED 2 IN 90	120000	0.750	GPR-540-1000-PMV-F-38SS 39' POLE 3' BASE	6480
1	1	CV-38SS	SINGLE	120000	0.750	GPR-540-1000-PMV-F-38SS 39' POLE 3' BASE	1080
3	3	FV	SINGLE	120000	0.750	GPR-2-1000-PMV-F 39' POLE 3' BASE	3240
4	4	FV-38SS	SINGLE	120000	0.750	GPR-2-1000-PMV-F-38SS 39' POLE 3' BASE	4320
5	5	KV	3 # 90 DEGREES	120000	0.750	GPR-540-1000-PMV-F 39' POLE 3' BASE	16200

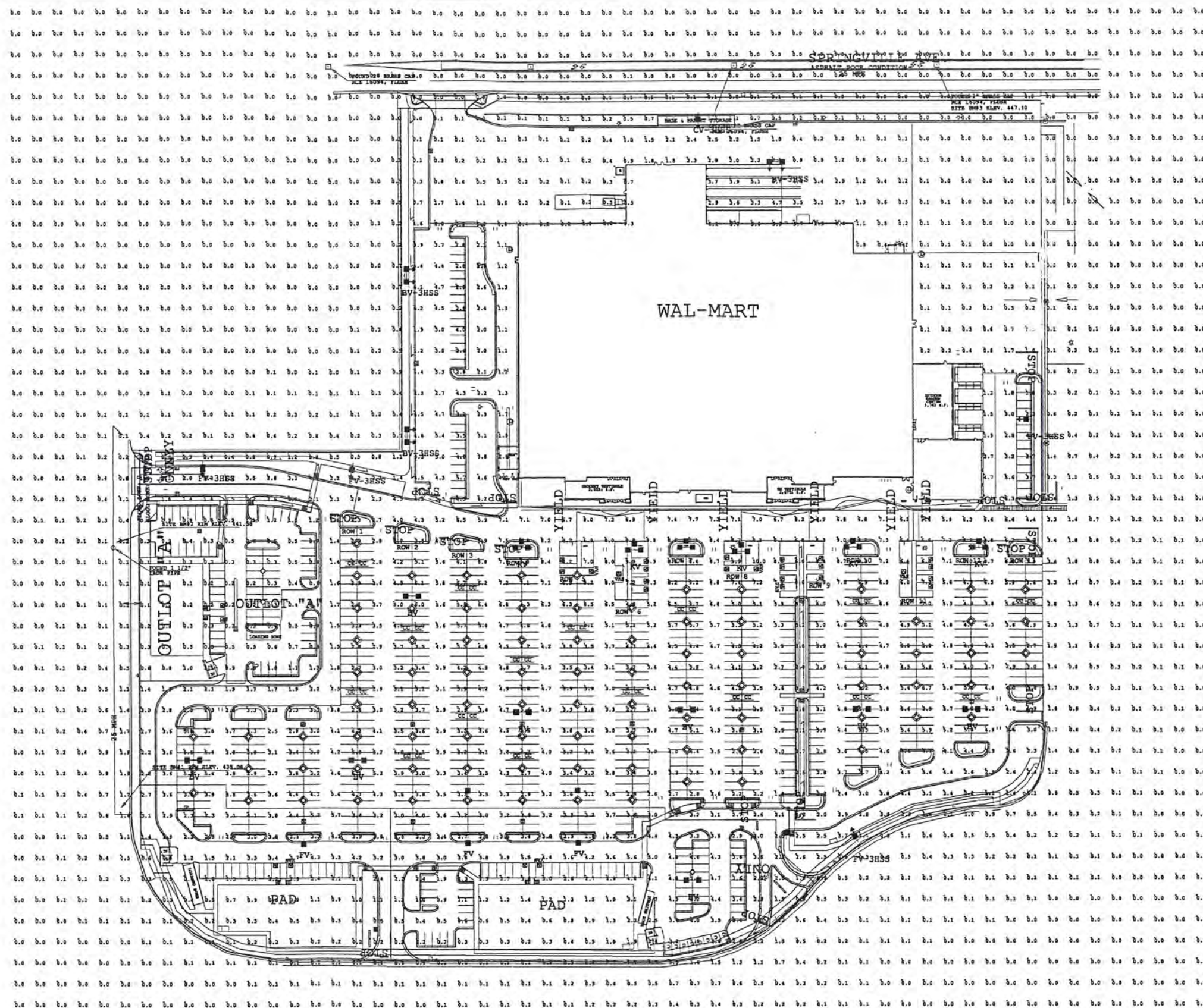
Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions.

This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamp and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted.

Total Project Watts
Total Watts = 45600



SOURCE: LSI Industries - September 2010



Lighting Plan

EXHIBIT B-8

Riverwalk Marketplace



Approved Sign Program
February 7, 2012

EXHIBIT B-9

Table of Contents

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10' – 0' Monument Sign Specs.....	5
30' – 0' Monument Sign Specs.....	6
40' – 0' Monument Sign Specs.....	9
Building Mounted and Other Sign Criteria.....	11
Lowe's Proposed Signage	16
Walmart's Proposed Signage	20

Sign Program Overview

The proposed sign program for the Riverwalk Marketplace project consists of the following:

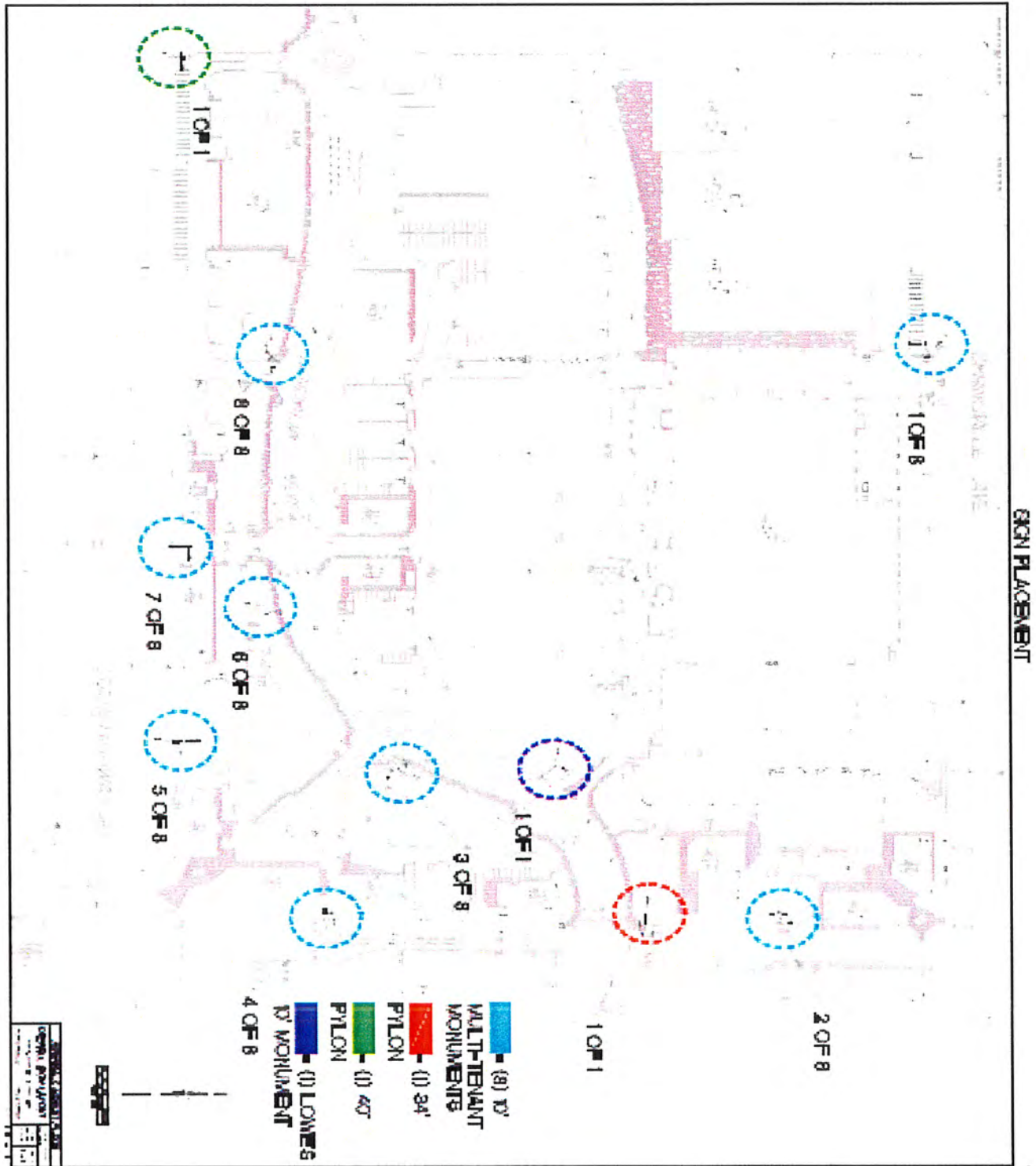
- Sign type and location through the Shopping Center (See Exhibit A & Exhibit G, Page 6)
 - Ten (10) 10' – 0" Multi Tenant Monument Signs Double Sided
 - One (1) 34' – 0" Multi Tenant Monument Sign Double Sided
 - One (1) 40' – 0" Multi Tenant Pylon Sign Double Sided
 - One (1) 10' – 0" Single Tenant Monument Sign Double Sided
- Eight (8) 10' – 0" Multi-Tenant Monument Sign Specs (See Exhibit B) Phase I
- Two (2) 10' – 0" Multi-Tenant Monument Sign Specs (See Exhibit G, Page 6) Phase II
- One (1) 34' – 0" Multi-Tenant Monument Sign Specs (See Exhibit C)
- One (1) 40' – 0" Multi-Tenant Pylon Sign Specs (See Exhibit D)
- Building Mounted Sign Criteria (See Exhibit E)
- Lowe's Prototypical Signage (See Exhibit F)
- Walmart's Approved Signage (See Exhibit G)

Sign Placement

Position of sign panels on freestanding signs for any given tenant will be based on the amount of square footage that is leased by each tenant and at the discretion of the Landlord. Tenants with the largest square footage nearest their applicable sign (and with the approval of the Landlord) will have the higher placement of their panel on the sign.

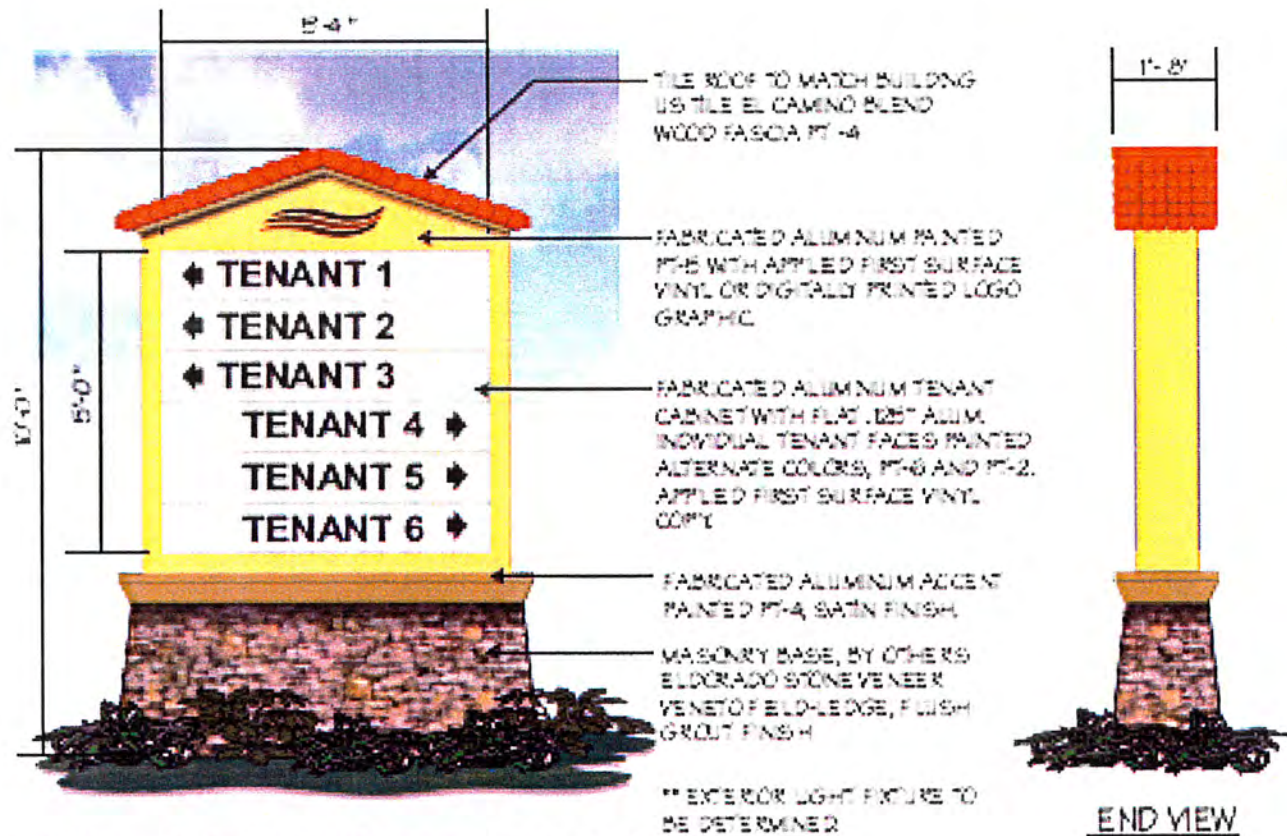
Other than the noted signs above, no other signs will be allowed on the projects unless approved by the City of Porterville and the Landlord.

Site Plan – Freestanding Sign Placement



10' – 0" Monument Sign Specs

Exhibit B – Ten (10) 10' – 0" Multi-Tenant Monument Signs will be located through out the Shopping Center. Tenants with the largest square footage nearest their applicable sign (and with the approval of the Landlord) will have the higher placement of their panel on the sign.



D/F 10' MULTI-TENANT MONUMENT ELEVATION

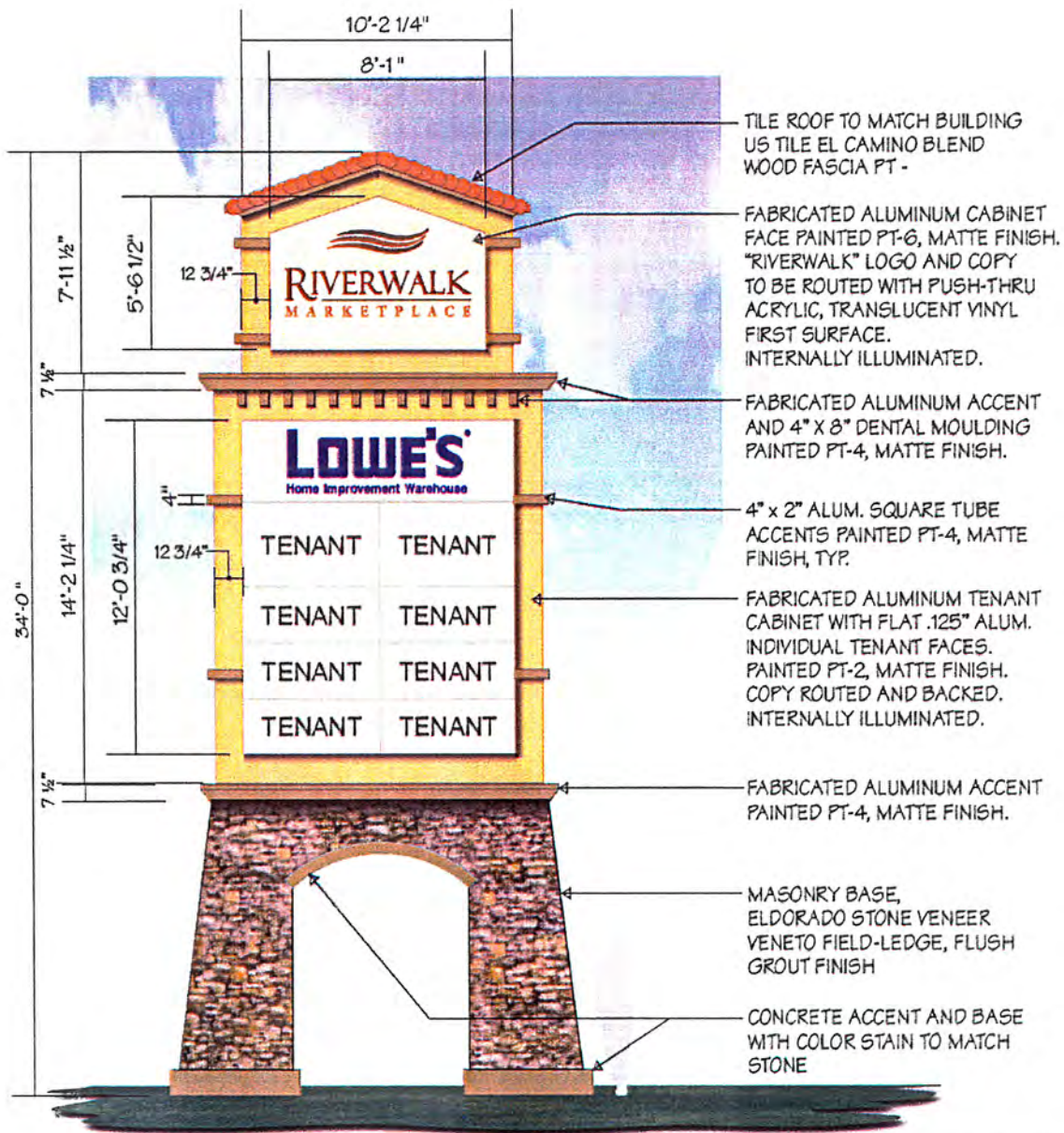
PANT COLOR SPECIFICATIONS

Matheson Acrylic Polyurethane to Match KC colors listed

PT -1	Mississippi Moon #107Y 50421 A0525
PT -2	Elemed Sage #107Y 05034 A0560
PT -3	Copper Tan #107Y 65163 A0563
PT -4	Barbie Gold #107Y 23261 A763
PT -5	Light Topaz #107Y 58254 A0547
PT -6	Milk & Honey #107Y 65133 A0553
PT -7	Desert Valley #107Y 55287 A0767
PT -8	Morgan Neutral #107Y 63162 A0554
PT -9	Sable Sands #107Y 35225 A0740
PT-10	Naturality Calm #107Y 44215 A0554

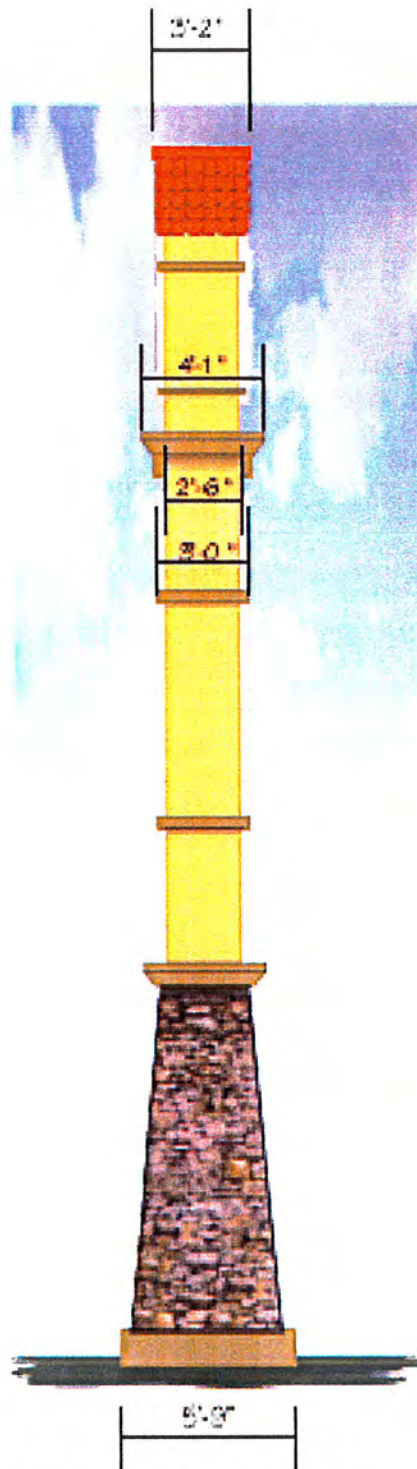
34' – 0" Pylon Sign Specs

Exhibit C – Interim Signage (Until Wal-Mart opens for business) This version of the 34 Ft Pylon sign will be in place until Wal-Mart Opens for Business. The Pylon sign will be reserved primarily for the Anchor and Jr Anchor Tenants. However, until Wal-Mart opens for business, some none Anchor or Jr. Anchor tenants may be granted the approval at the sole discretion of the Landlord to be placed on the Pylon. Lowe's font size must be at least 25% larger than that of any other Tenant on the Pylon. At no point shall the number of tenants on this Pylon exceed 9 tenants. The Landlord reserves the right at his sole discretion to reduce the number of tenants allowed on this Pylon to below 9.



D/F PYLON P2-a ELEVATION

SEE DRAWING P2-b FOR END VIEW
AND COLOR SPECIFICATIONS.



D/F PYLON P2-b END VIEW

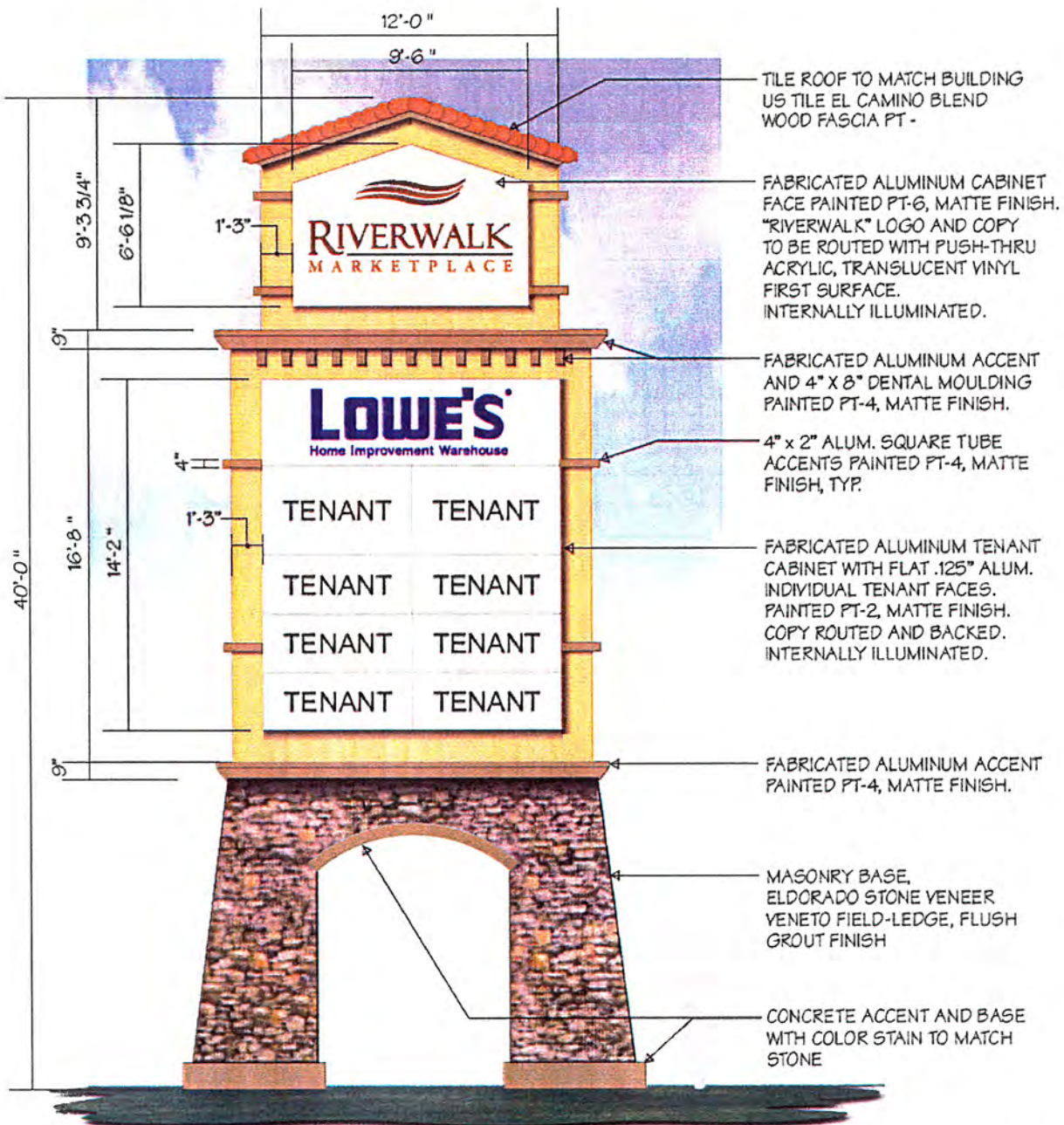
PAINT COLOR SPECIFICATIONS

Mathews Acrylic Polyurethane to Match ICI colors listed

PT-1		Mississippi Moon #10YY 50/469 A0625
PT-2		External Beige #10YY 75/024 A0660
PT-3		Copper Tan #10YY 65/163 A0663
PT-4		Burnt Gold #10YY 23/261 A763
PT-5		Light Teal #10YY 52/295 A0647
PT-6		Milk & Honey #10YY 69/130 A0653
PT-7		Desert Valley #10YY 52/207 A0767
PT-8		Mayan Neutral #10YY 63/162 A0654
PT-9		Sable Sands #10YY 38/225 A0740
PT-10		Naturally Calm #10yy 44/215 A0664

40' – 0" Pylon Sign Specs

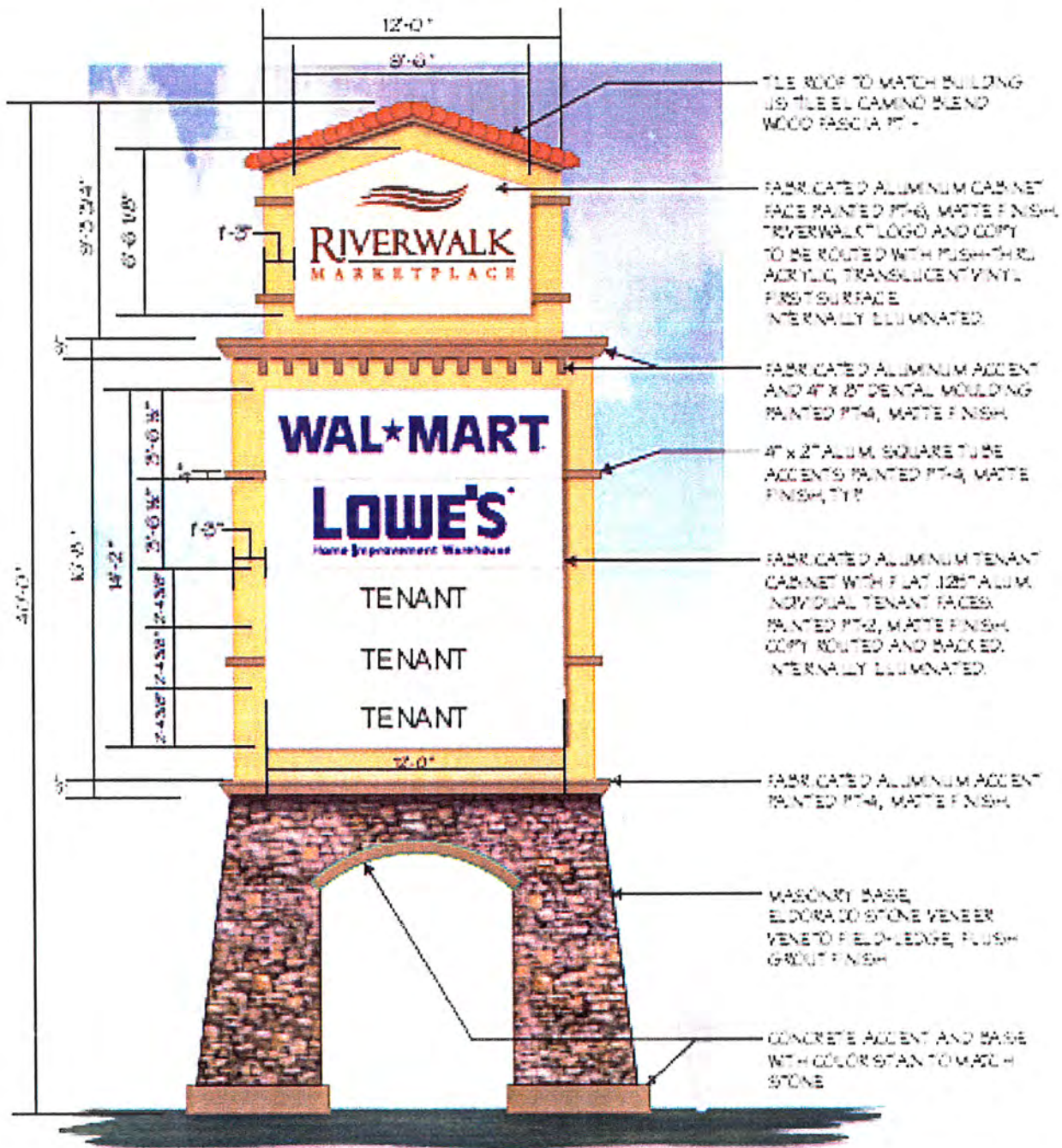
Exhibit D Interim Signage (Until Wal-Mart opens for business) – This version of the 40 Ft Pylon sign will be in place until Wal-Mart Opens for Business. The Pylon sign will be reserved primarily for the Anchor and Jr Anchor Tenants. However, until Wal-Mart opens for business, some none Anchor or Jr. Anchor tenants may be granted the approval at the sole discretion of the Landlord to be placed on the Pylon. Lowe's font size must be at least 25% larger than that of any other Tenant on the Pylon. At no point shall the number of tenants on this Pylon exceed 9 tenants. The Landlord reserves the right at his sole discretion to reduce the number of tenants allowed on this Pylon to below 9.



D/F PYLON P1-opt ELEVATION

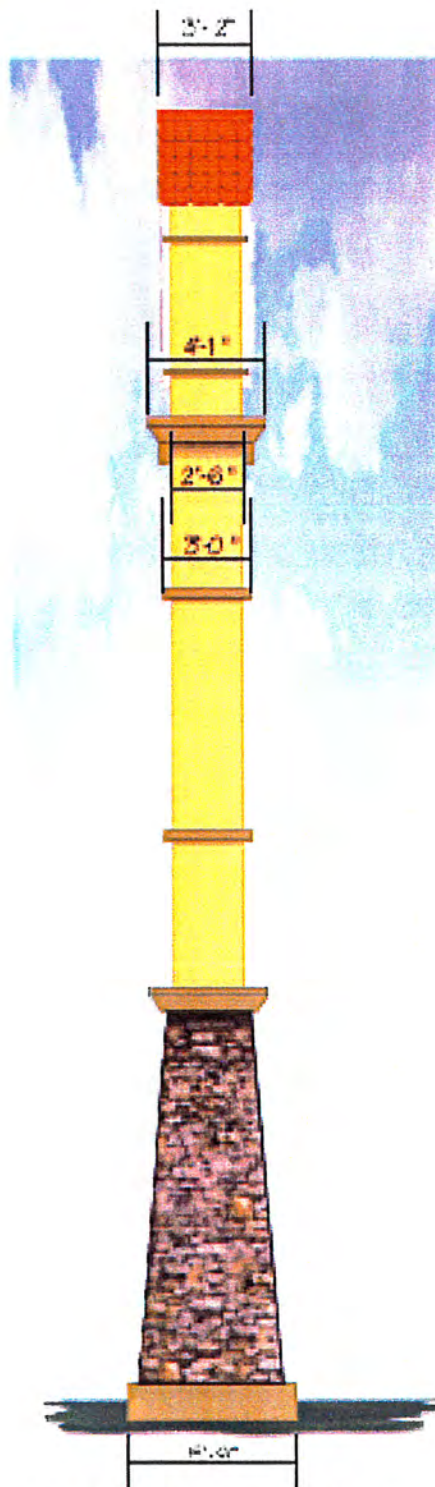
SEE DRAWING P1-b FOR END VIEW AND COLOR SPECIFICATIONS.

Exhibit D Final Signage (Once Wal-Mart opens for business) – This version of the 40 Ft Pylon sign will be in place once Wal-Mart Opens for Business. The Pylon sign will be reserved for the Anchor and Jr Anchor Tenants only. Lowe's and Wal-Mart's font size must be at least 25% larger than that of any other Tenant on the Pylon. At no point shall the number of tenants on this Pylon exceed 8 tenants. The Landlord reserves the right at his sole discretion to reduce the number of tenants allowed on this Pylon to below 8.



D/F PYLON P1-a ELEVATION

SEE DRAWING P1-b FOR END VIEW
AND COLOR SPECIFICATIONS.



D/F PYLON P1-b END VIEW

PAINT COLOR SPECIFICATIONS

Matthews Acrylic Polyurethane to Match ICI colors listed

PT - 1		Mississippi Moon #10YY 50/469 AC625
PT - 2		External Beige #10YY 75/624 AC660
PT - 3		Copper Tan #10YY 65/163 AC663
PT - 4		Burnt Gold #10YY 23/261 A763
PT - 5		Light Topaz #10YY 58/295 AC647
PT - 6		Milk & Honey #10YY 66/130 AC653
PT - 7		Desert Valley #10YY 52/207 A0767
PT - 8		Mayan Neutral #10YY 63/162 AC654
PT - 9		Sable Sands #10YY 38/225 A0740
PT - 10		Naturally Calm #10yy 44/215 AC664

Building Mounted and Other Sign Criteria

Exhibit E

APPROVALS

1. Sign layouts must be approved by the Landlord and the City of Porterville, prior to fabrication. Both the tenant's and landlord's signature will need to be present on all sign permit applications.
2. Permits must be obtained from City of Porterville by the sign manufacturer/installer prior to installation. Fabrication prior to City approval is a risk.
3. The Landlord reserves the right to remove a tenant sign at the tenant's expense if these specifications are not followed.

SIZE

1. Signs shall not exceed the maximum lengths allowed by jurisdictional codes. Or as defined by landlord, whichever is more restrictive.
2. The height of individual letters shall be no smaller than 12 inches.
3. The depth of individual letters shall be no less than 5 inches and no greater than 12".
4. No sign shall exceed 80% of tenant's storefront lease area.
- 5a. **Retail buildings housing multiple tenants** – Each tenant may have a total aggregate sign area based on the formula of two (2) square feet per lineal foot of leased storefront which houses the Main Entrance into tenant space. This allowance may be divided into signs on multiple walls occupied by the tenant. Those backing up to Springville Avenue may have no signage on the north elevation facing residentially zoned area except for non-illuminated door-mounted store identification plaque of 6"x18" or smaller.
- 5b. **Freestanding Single tenant buildings** – Each tenant may have a total aggregate sign area based on the formula of three (3) square feet per lineal foot of leased storefront which houses the Main Entrance into tenant space. This allowance may be divided into signs on multiple walls occupied by the tenant. Those backing or fronting Springville Avenue and Indiana Avenue may have no signage on the elevation facing residentially zoned areas except for non-illuminated door-mounted store identification plaque of 6"x18" or smaller.

TYPE

1. Sign cabinets or raceways are not permitted (cabinets for registered logos excepted).
2. Signs must be individual, surface mounted channel letters on front fascia of the facade, with remote transformers mounted behind facade.
3. Channel letters shall have painted black returns with black trim cap, white faces, and white neon.
4. All letters and symbols must be illuminated, and have a minimum of two rows of neon.
5. Only one line of copy will be permitted unless otherwise approved by Landlord.
6. Letters to be powered by 30ma transformers. PK housings used through wall with all wiring concealed in Liquidtight Greenfield.
7. All hardware must be "rust proof".
8. Signs must be properly permitted with the City of Porterville.
9. All signs and components must be UL approved and labeled.
10. Tenant may choose their own typestyle. Final approval will be at Landlord's discretion.

PLACEMENT

1. All signs must be centered in lease space relative to architectural features.
2. All signs must be placed upon vertical facade and may not protrude above the facade.
3. No signage permitted above lower edge of the roofline.

INSTALLATION

1. All openings made in the fascia must be caulked and sealed by the installer.
2. All seams in the exposed portion of the sign must be caulked and sealed.
3. All tenant signs will be serviced from the individual tenant electric panels. All signs will be illuminated at times controlled by the tenant's photocell.

OTHER TENANT CRITERIA

1. All Tenants are required to purchase and install their own signs and pay all costs for installation and any electrical service connections (to the Tenant's individually metered service) as required. The storefront and/or blade signage must be installed on or before Tenant opens for business in Tenant space.
2. After first acquiring Owner/Landlord approvals, all Tenants shall be responsible for applying for and acquiring all permits prior to installation.
3. All Tenants shall be responsible for removal of its signs upon termination of lease. Damaged or otherwise altered building elements shall be returned to the original condition and all penetrations appurtenant to the Tenant's sign installation shall be repaired by the Tenant to the satisfaction of the Landlord/Owner within 30 days. If a sign is damaged by a natural event, such as wind, an engineer certified letter is required. This requirement applies to both ground and fascia signs.
4. No tenant shall erect, install, paint or affix any signs, posters, cards/banners or other advertising medium to upon or above the exterior of the premises of the building, nor on the interior or exterior of the premises of the building, nor on the interior or exterior of the glass surface of the windows and doors, except as stated herein. Tenant shall be held liable and shall bear all costs for removal and/or correction of sign installation and damage to building by signs that do not conform to the Comprehensive Sign Plan or those signs required to be removed by termination of lease. The Landlord/Owner reserves the right to have all non-conforming, non-permitted, non-approved signs by Landlord/Owner removed regardless of state of erection, by Landlords/Owner's means at sole expense of the tenant.
5. Sign fabrication and installation shall comply with any applicable Building Codes, and the National Electrical Code, and all internal and external wiring, lighting, and other electrical devices shall bear the U.L. symbol. It is the Tenant's responsibility to verify that its sign and installation are in accordance with these requirements and have the Jurisdiction's approval.
6. Tenant is responsible for maintaining its sign in a good state of repair including prompt replacement of burned out lighting or damaged components. Tenant has 24 hours to initiate repairs and 48 hours to make repairs after being notified in writing by Landlord/Owner
7. All sign fabrication work shall be of excellent quality. All logo images and type styles shall be accurately reproduced. Lettering that approximates type styles shall not be accepted. The Tenant reserves the right to reject any fabrication work deemed to be below standard.
8. Signs must be made of durable rust-inhibited materials that are appropriate and complementary to the building.

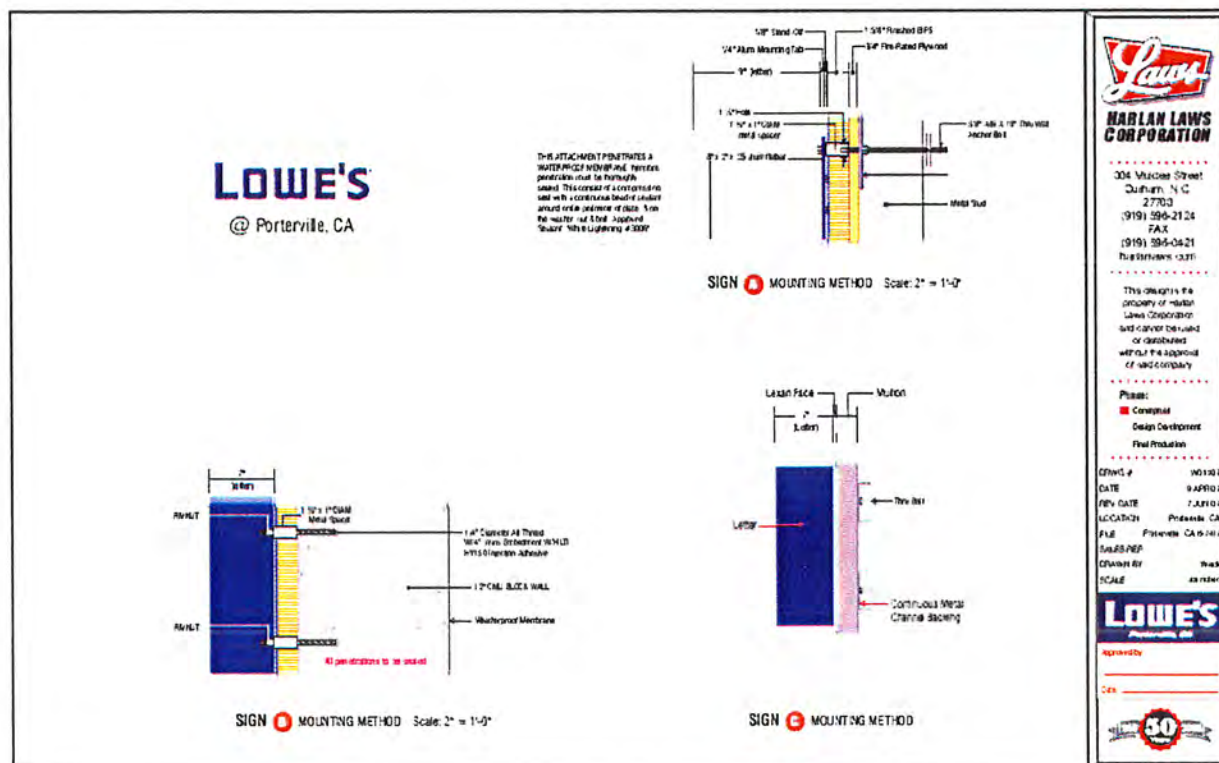
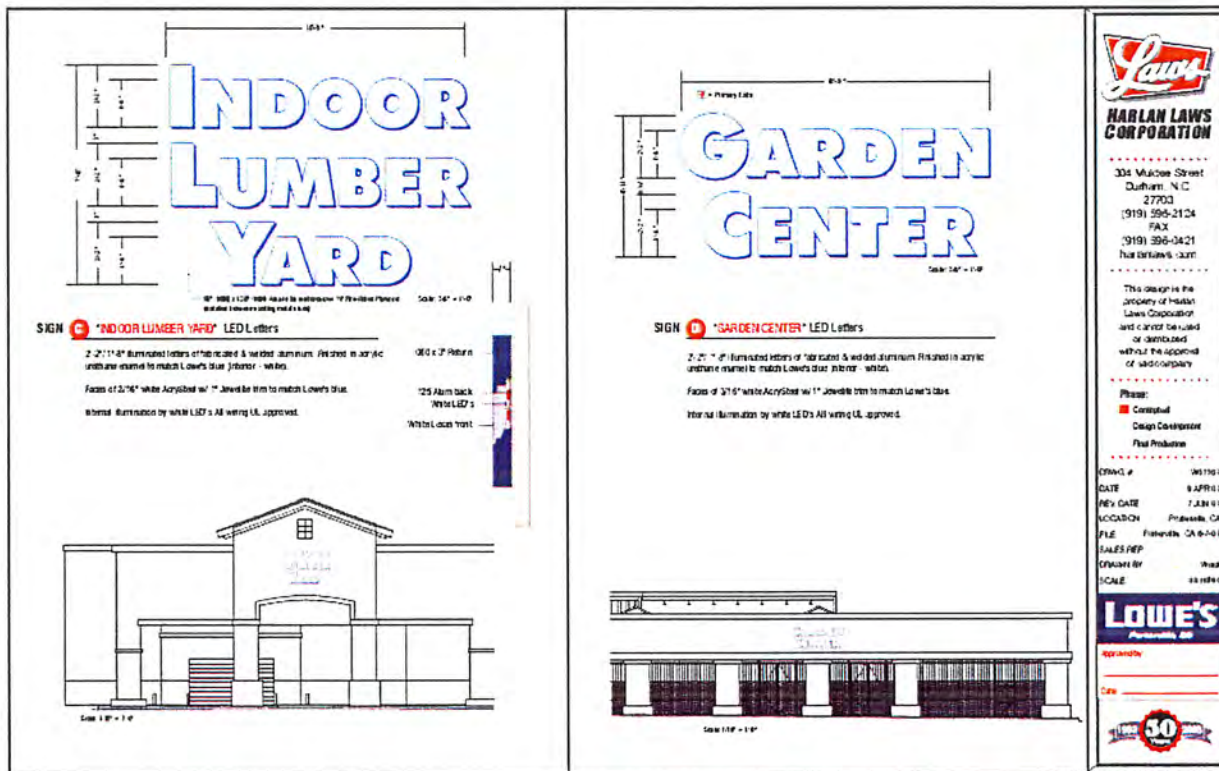
9. All formed metal, such as letter forms, shall be fabricated using full-weld construction.
10. All ferrous and non-ferrous metals shall be separated with non-conductive gaskets to prevent electrolysis. In addition to gaskets, stainless steel fasteners shall be used to secure ferrous to non-ferrous metals.
11. Threaded rod or anchor bolts shall be used to mount sign letters which are spaced out from background panel. Angle clips attached to letter sides will not be permitted.
12. Paint colors and finishes must be reviewed and approved by the Tenant. Color coating shall exactly match the color(s) specified on the approved plans.
13. Finished surfaces of metal shall be free from oil-canning and warping. All sign finishes shall be free of dust, orange peel, drips, and runs and shall have a uniform surface conforming to the highest standards of the industry.
14. Reverse channel letters shall be pinned 2" off building fascia. Signs shall have a clear polycarbonate backing and p.k. housings shall be mounted flush to surface of building.
15. All hardware and neon tube supports inside open channel letters shall be painted to match interior letter color. Neon tubing shall be sufficient to make letters read "solid" and shall be installed so that top surface of neon is flush with front edges of open channel. Exposed tubing is prohibited.
16. All lighting must match the exact specifications of the approved working drawings. Surface brightness of all illuminated materials shall be consistent in all letters and components of the sign. Light leaks will not be permitted.
17. All conduit, raceways, crossovers, wiring, ballast boxes, transformers and other equipment necessary for sign connection shall be concealed.
18. All penetrations into building wall, where required, shall be sealed and waterproofed. Color and finish must match existing wall.
19. Signs painted directly on a wall will not be permitted.
20. There shall be no signs that are rotating, revolving, flashing, flickering, moving or audible.
21. No sign shall project above or below the allowable sign area
22. No signs will be allowed that constitute a Traffic Hazard: Any building sign which simulates or imitates in size, color, lettering, design of any traffic sign or signal, or which makes use of the words "STOP", "LOOK", "DANGER" or any words or phrases, symbols or characters in such a manner as to interfere with, mislead or confuse traffic.
23. Signs in close proximity to Utility Lines are prohibited, as prescribed by the laws of the jurisdiction.
24. Advertising or promotional signs on parked vehicles are prohibited. This includes signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, which are not related to the vehicle's lawful

activity. This provision does not apply to service and delivery vehicles of Tenants when engaged in regular business activities (i.e. trucks making deliveries to businesses with the Center).

25. Billboard or Off-Premise business signs are prohibited. No sign shall be permitted which directs attention to any business, profession, service entertainment, product or activity located on any premises other than the premises where the sign is located. Billboards are defined as follows:
A board, panel, or tablet used for the display of posters, printed or painted advertising matter, either illuminated or non-illuminated, that directs attention to goods, merchandise, entertainment, or services offered elsewhere than the premises where the sign is located.
26. Tenants with outdoor seating or dining will be allowed to have umbrellas with the tenant logo affixed to them, subject to Landlord/Owner approval of size, color, quantity and placement.
27. The use of a permanent promotional signs is prohibited, including, but not limited to, sales, specials, discounts, etc. signs.
28. The temporary use of sale signs is limited to a thirty (30) day period and is restricted to signs affixed to the interior of windows which do not occupy more than twenty percent (20%) of the window area. These signs are also permitted a total of not more than ninety (90) days per calendar year. This sign will not require approval by the Planning Department.
29. Temporary signs, not greater than thirty-two (32) square feet, may be permitted (i.e. for announcing openings and re-openings after remodels) subject to Landlord/Owner approval. These signs are limited to thirty (30) days per calendar year.
30. The Landlord/Owner reserves the right to hire an independent electrical engineer at the Tenant's sole expense to inspect the installation of all Tenants' signage and to require Tenant to have any discrepancies and/or code violations corrected at the Tenant's expense.
31. No illuminated exposed tubing is permitted on the exterior of the building, including signs, or in the interior of the storefront to highlight the glazing system.
32. General Notice signs, at the City of Porterville's request, may be placed through out the Shopping Center prohibiting activities inappropriate for the Shopping Center. As an example, display of vehicles for sale will be prohibited and vehicles will be towed at owner's expense.

[illegible]

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Trade Dress
© 2006 Walmart
Sign Program

STORE NO. 3706-00
Porterville, CA

Perkowitz + Ruth
ARCHITECTS
www.perkowitzruth.com

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STORE NO. 3705-00
Palo Verde, CA



Architect of Record:
Perkowitz + Ruth Architects
Contact: Don Fukumoto
111 West Ocean Blvd., Suite 2100
Long Beach, CA 90802
Phone: 562.628.8000
Fax: 562.901.1568

Civil Engineer:
CEI Engineering Associates, Inc.
Contact: Tom Navarro
1044 East Herndon
Fresno, CA 93720
Phone: 559.447.3119
Fax: 559.447.3129

STORE NO. 3705.00
Potterville, CA



To promote the quality of design desired for this Retail Project, this Sign Program establishes criteria for the design, implementation and regulation of Walmart signage, as well as site or thematic graphics for the Walmart located in Porterville, CA. Signage of high quality design and materials using appropriate colors is considered an integral part of the image and success of this Retail Project.

Walmart may utilize any or all of the sign types described herein. All signage shall comply with applicable provisions of the Zoning Ordinance and land use plans of the City of Porterville. All building and site signage shall be consistent with this Sign Program to provide a consistent and comprehensive design character.

The intent of this Sign Program is to ensure that signage for Walmart is designed and executed in a manner which will achieve the following objectives while providing desired project identification.

EXTERIOR SIGNAGE

The objectives of exterior signage are:

- To provide concise identity and information for shoppers and prospective shoppers while avoiding visual competition with the building's aesthetic or the site landscaping.
- To produce creative signage in good taste that will enhance Walmart's image while complementing the architectural and landscape design theme.
- To provide functional signage to effectively serve the needs of consumers while providing proper identification of the Walmart.
- To expedite the review and approval of Walmart's signage by providing guidelines and criteria that explain acceptable standards for the signage.

No sign shall be installed without the approval of this Sign Program by the City of Porterville.

- Signs shall meet or exceed minimum industry standards for graphic quality and shall be designed to be compatible with and complementary to the surrounding building facades. Sign fabrication work shall meet or exceed minimum industry standards for quality.
- The sign copy, color, size and design shall be consistent with this Sign Program which shall be subject to approval by the City of Porterville. Letter heights and logos, where specified, shall be determined by measuring the normal capital letter of a font exclusive of swashes, ascenders and descenders.
- Wall signs shall be affixed without visible means of attachment unless attachments make an intentional design statement and are an integral part of the design.
- Walmart's sign contractor shall repair any damage to the building caused by its work.

Construction Specifications & Miscellaneous Requirements

- All identification signs and secondary identification signs shall consist of face-illuminated individual dimensional letter forms and/or symbols (or an assembly of dimensional letter forms where Walmart's logotype is script-style letters). All letter/symbol faces shall be translucent acrylic with integral color.
- The cabinet and/or channel letters shall be constructed of 0.060 - 0.090 aluminum, with 1/8" plastic face and fastened to the wall or fascia in an approved manner. All metal shall receive a minimum of two (2) coats of primer and two (2) coats of finish paint. Metal sheet seam joints shall be joined by pop rivets. Halo lighting, LED and/or neon need secondary ground fault consistent with UL2161. All letters shall have service access to lamps, ballasts and wiring.
- All fascia signs shall be centered left to right on the fascia or building frontage and generally centered top and bottom between fascia reveals. The vertical position will vary depending on the configuration of the sign and the locations of the reveals on the sign fascia.
- Power will be provided from the site and/or building electrical panel to a junction box at all sign locations. Power connection shall be Walmart's responsibility. A time clock shall be provided by Walmart to turn off power to its wall signs. All electrical signs shall bear the Underwriters Laboratory "UL" symbol (not visible to the public view), and the installation of all electrical signs shall comply with applicable building and electrical codes. Walmart shall pay for electrical service for the signs. All conductors, transformers and other equipment shall be concealed.
- All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition. All bolts, fastenings, clips, etc., shall be painted to match the adjacent building surface.
- All lettering shall be restricted to the "net sign area". No projection above or below the "net sign area" shall be permitted, except as otherwise approved in writing.
- Any hole or other building damage resulting from the removal of a sign shall be repaired and painted to match the building surface in the vicinity of the damage.
- Walmart shall maintain its signs in accordance with applicable City of Porterville standards and shall replace defective lights and components in a timely manner.
- All sign installers shall comply with applicable State and local statutes, regulations and ordinances, and shall possess a current, valid City of Porterville business license, and shall provide evidence of a current, valid Workman's Compensation Insurance policy.

Site Plan Indicating Building Signage



Walmart

F

E G

B

A

C

D

40' Pylon Sign

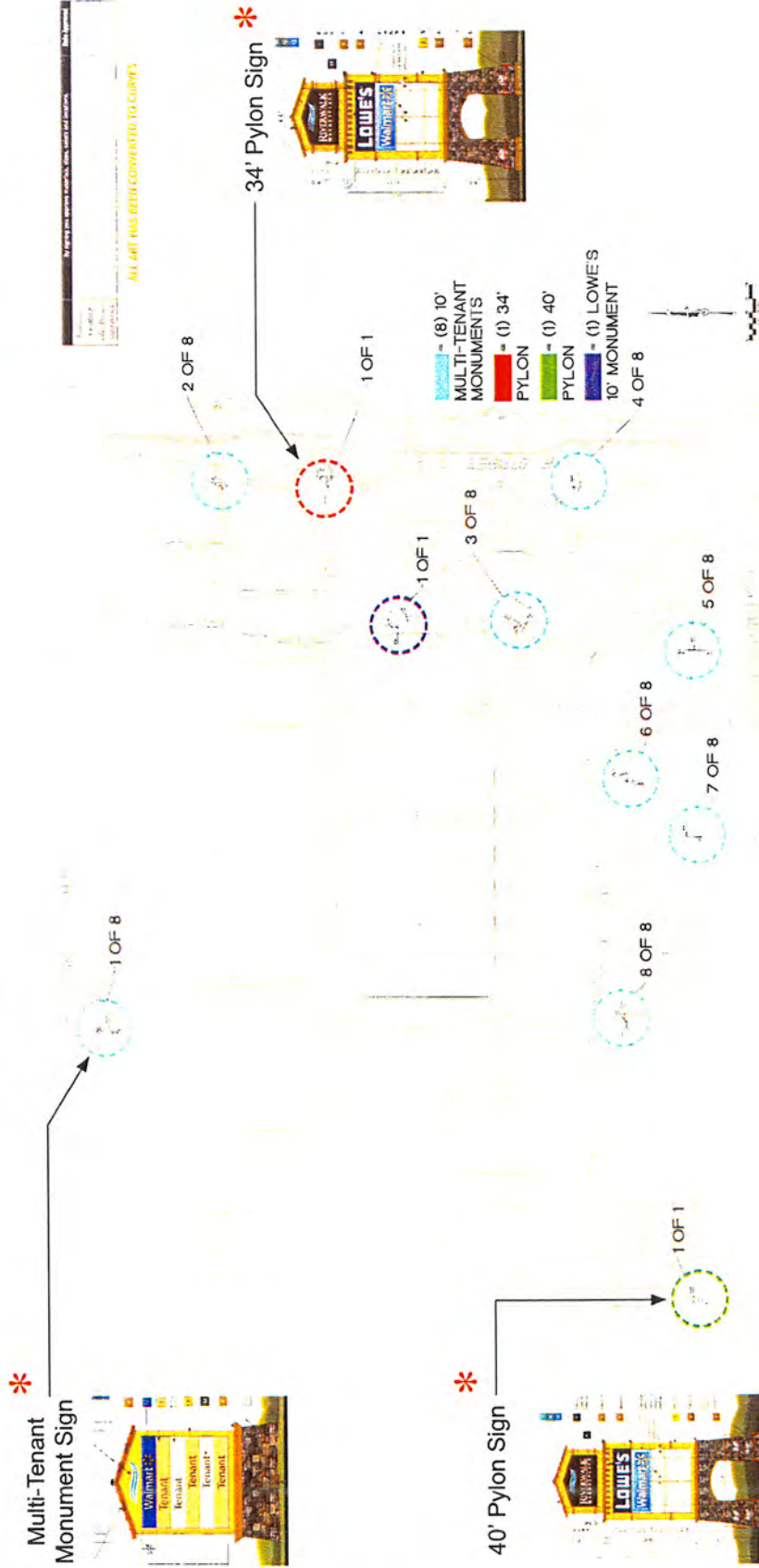


Monument Signs of Similar Size
and Design as in Phase I

STORE NO. 3705-00
Porterville, CA

Walmart

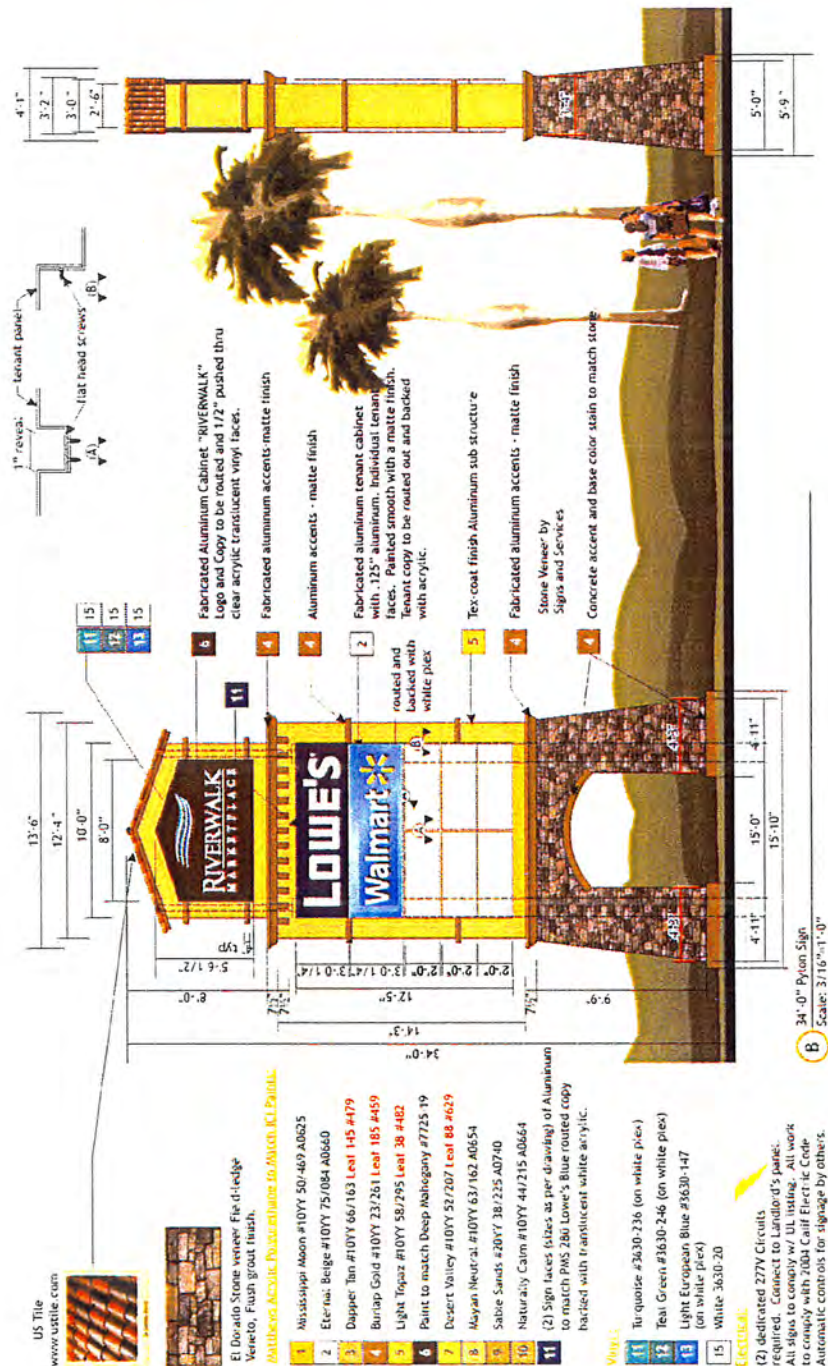
Site Plan Indicating Site Signage



SIGNS & SERVICES COMPANY, INC
"Exceeding Expectations"

*** Walmart Signage revision by P+R Architects.**
 08/25/09

This is an original architectural design created by Signs and Services Company. It is not to be drawn or modified to represent any other project. Reproduction or distribution of this design is subject to copyright law and subject to legal action.



SIGNS & SERVICES
COMPANY, INC.

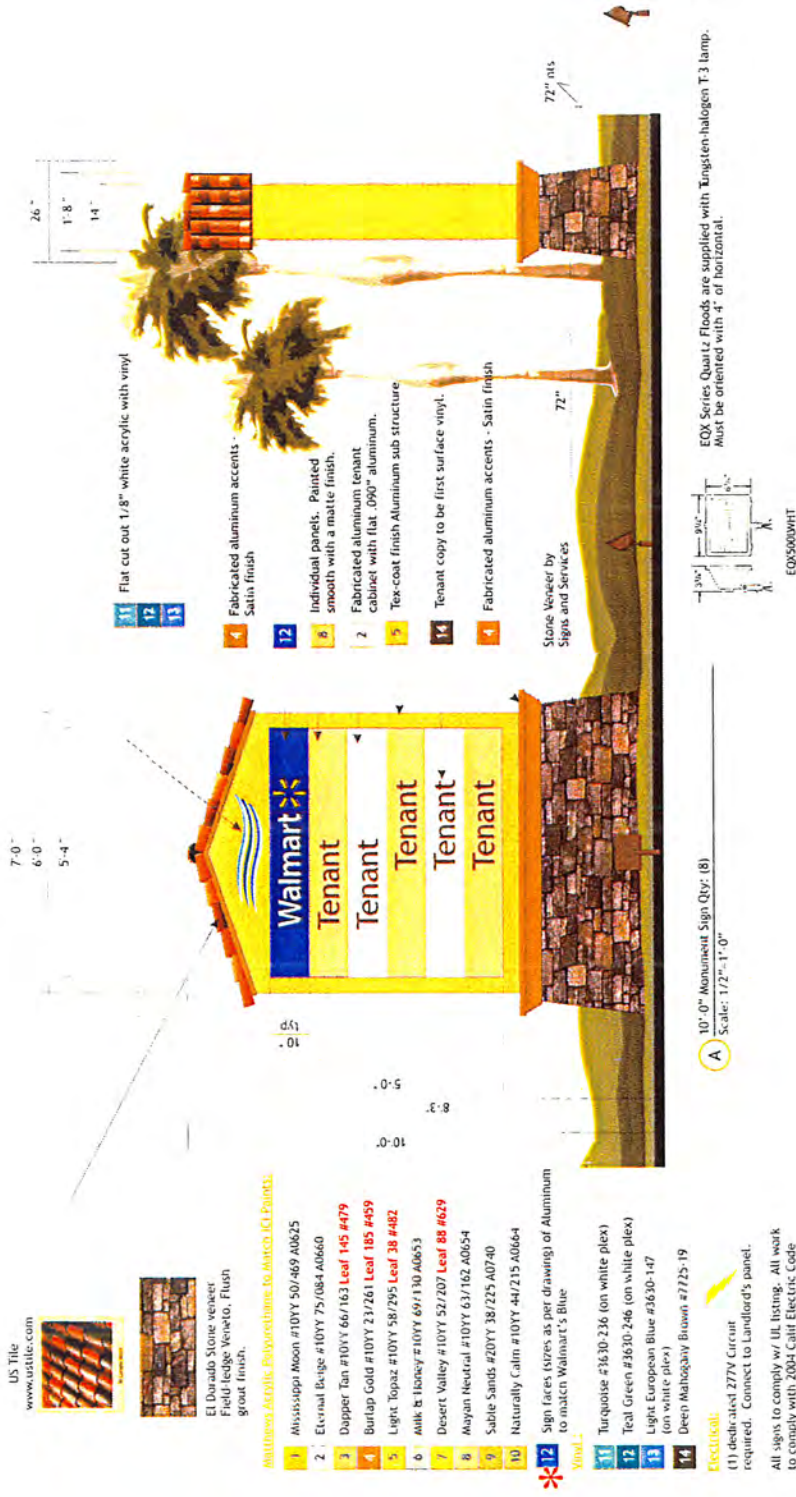
*** Walmart Signage revision by P+R Architects.**
08/25/09

Fig. 9. An above ground nest created by *T. b.* and *T. v.* in *C. v.*. It is not to be taken as evidence of a new nesting site, and may be to the contrary.

PG 9 of 16

STORE NO. 3706-00
Porterville, CA

Multi-Tenant Monument Sign



Walmart Signage revision by P+R Architects.
08/25/09

This is an informational drawing only. It is not to be used for construction of the sign. It is subject to change without notice. It is not to be used for construction of the sign. It is subject to change without notice.

PG 6 of 16

SIGNS & SERVICES
COMPANY, INC.

STORE NO. 3706-00
Porterville, CA

Walmart

10

Front - South Elevation

ILLUMINATED SIGN (I):

Configuration: Channel letters with vacuum formed face (pan-formed) anchored to building surface (concrete block or plaster). Internally illuminated with LED.
Face: Constructed with Sunguard Weatherable Polycarbonate
Color: White with a yellow spark
Mounting: Anchor bolt/bracket - size to be submitted to jurisdiction for approval prior to installation.
Minimum 3 anchors per sign

NON-ILLUMINATED SIGN (N):

Configuration: Plexiglas formed letters stud mounted to building surface (concrete block or plaster).
Face: Constructed with Sta-Tuf Plastic
Color: White
Mounting: Threaded stud - size to be submitted to jurisdiction for approval prior to installation.
Minimum 3 studs per sign.



SIGN	NAME	DIMENSION	TOTAL
A (I)	Walmart *	8'-0" x 37'-3"	298.00 sf
B (N)	Market & Pharmacy	3'-5 1/2" x 29'-8 1/2"	102.74 sf
C (N)	Home & Living	3'-4" x 21'-9 5/16"	72.59 sf
D (N)	Outdoor Living	3'-4 15/16" x 22'-7 15/16"	77.31 sf
E (N)	Pharmacy Drive-Thru	1'-4 5/8" x 12'-9 15/16"	17.77 sf
G (N)	Exit	1'-0" x 2'-3"	2.25 sf

Sign Area Sub-Total: 570.66 sf
Total Building Signage Area: 573.84 sf

Rear - North Elevation

ILLUMINATED SIGN (I):

Configuration: Channel letters with vacuum formed face (pan-formed) anchored to building surface (concrete block or plaster). Internally illuminated with LED.

Face: Constructed with Sunguard Weatherable Polycarbonate

Color: White with a yellow spark

Mounting: Anchor bolt/bracket - size to be submitted to jurisdiction for approval prior to installation.

Minimum 3 anchors per sign

NON-ILLUMINATED SIGN (N):

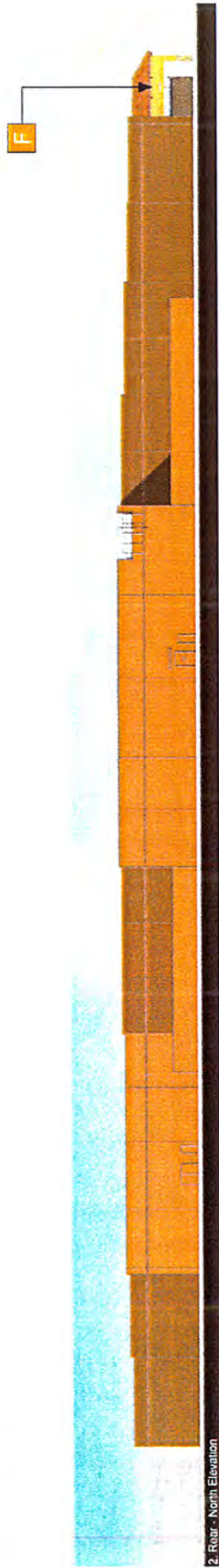
Configuration: Plexiglas formed letters stud mounted to building surface (concrete block or plaster).

Face: Constructed with Sta-Tuf Plastic

Color: White

Mounting: Threaded stud - size to be submitted to jurisdiction for approval prior to installation.

Minimum 3 studs per sign.



SIGN	NAME	DIMENSION	TOTAL
F (N)	Enter	1'-0" x 3'-2 1/8"	3.18 sf

Sign Area Sub-Total: 3.18 sf
Total Building Signage Area: 573.84 sf

STORE NO. 3705-00
Fountainville, CA



Left - West Elevation

ILLUMINATED SIGN (I):

Configuration: Channel letters with vacuum formed face (pan-formed) anchored to building surface (concrete block or plaster). Internally illuminated with LED.
Face: Constructed with Sunguard Weatherable Polycarbonate
Color: White with a yellow spark
Mounting: Anchor bolt/bracket - size to be submitted to jurisdiction for approval prior to installation.
Minimum 3 anchors per sign

NON-ILLUMINATED SIGN (N):

Configuration: Plexiglas formed letters stud mounted to building surface (concrete block or plaster).
Face: Constructed with Sta-Tuf Plastic
Color: White
Mounting: Threaded stud - size to be submitted to jurisdiction for approval prior to installation.
Minimum 3 studs per sign.



SIGN	NAME	DIMENSION	TOTAL
N/A	N/A	N/A	N/A

Sign Area Sub-Total: **N/A sf**
Total Building Signage Area: **573.84 sf**

Right - East Elevation

ILLUMINATED SIGN (I):

Configuration: Channel letters with vacuum formed face (pan-formed) anchored to building surface (concrete block or plaster). Internally illuminated with LED.
Face: Constructed with Sunguard Weatherable Polycarbonate
Color: White with a yellow spark
Mounting: Anchor bolt/bracket - size to be submitted to jurisdiction for approval prior to installation.
Minimum 3 anchors per sign

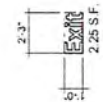
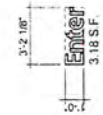
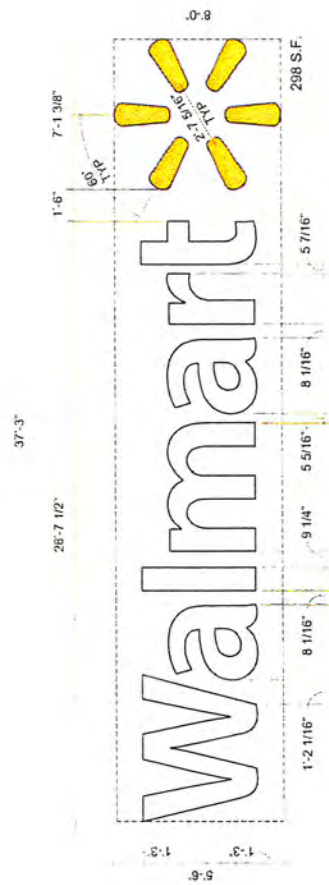
NON-ILLUMINATED SIGN (N):

Configuration: Plexiglas formed letters stud mounted to building surface (concrete block or plaster).
Face: Constructed with Sta-Tuf Plastic
Color: White
Mounting: Threaded stud - size to be submitted to jurisdiction for approval prior to installation.
Minimum 3 studs per sign.

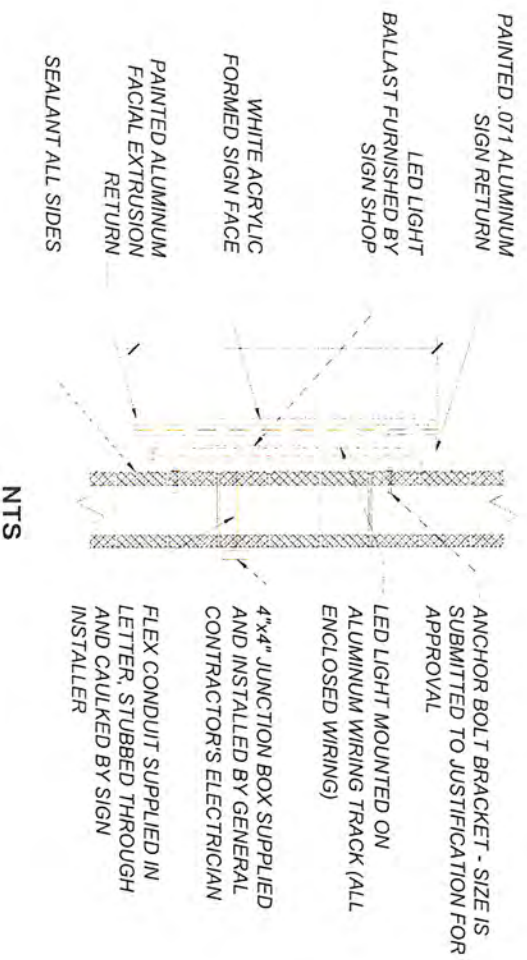


SIGN	NAME	DIMENSION	TOTAL
N/A	N/A	N/A	N/A

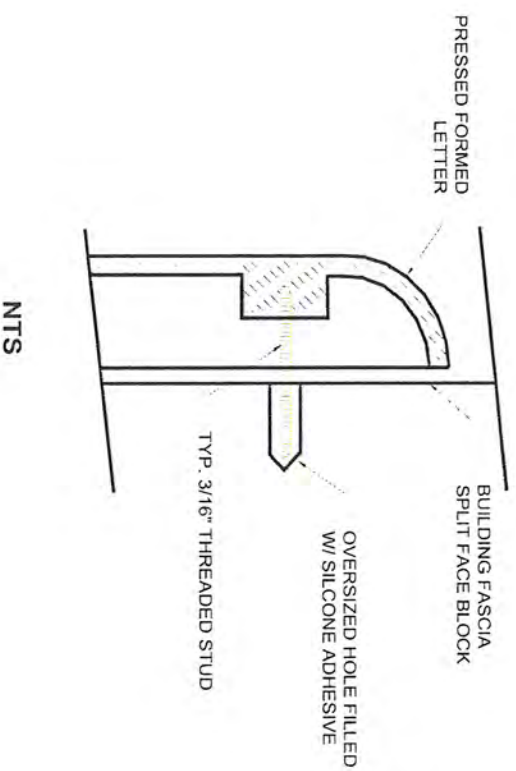
Sign Area Sub-Total: **N/A sf**
Total Building Signage Area: **573.84 sf**



Installation Details



Illuminated Signage Detail



Non-Illuminated Signage Detail

STORE NO. 3706-00
Porterville, CA



Walmart

16

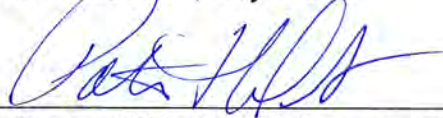
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 7th day of February, 2012.

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

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

JOHN D. LOLLIS, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 14-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL OF
TENTATIVE PARCEL MAP 4-2010 TO DIVIDE THE 21.8± ACRE RIVERWALK
MARKETPLACE PHASE II PROJECT INTO FIVE (5) PARCELS GENERALLY LOCATED
AT THE NORTHEAST CORNER OF VANDALIA AVENUE AND INDIANA STREET

WHEREAS: The project proponent is requesting approval for Tentative Parcel Map 4-2010 to divide a 21.8± acre vacant site into five (5) parcels for that site located at the northeast corner of Vandalia Avenue and Indiana Street as follows:

PARCEL 1 – 16.6872 ACRES
PARCEL 2 – 1.0438 ACRES
PARCEL 3 – 1.1406 ACRES
PARCEL 4 – 1.8420 ACRES
PARCEL 5 – 1.0360 ACRES

WHEREAS: On February 7, 2012 the City Council adopted Resolution 12-2012 which incorporated findings of fact and a statement of overriding considerations certifying the Final EIR for the Riverwalk Marketplace Phase II Project; and

WHEREAS: On February 7, 2012 the City Council adopted Resolution 13-2012 which approved Conditional Use Permit 2-2010 adopting a specific plan for the commercial center within the Viejo Robles Planned Development for the Riverwalk Marketplace Phase II Project; and

WHEREAS: On July 7, 2010 the Parcel Map Committee held a public meeting and discussed concerns and conditions relevant to the proposed project. Conditions developed as a result of this meeting and subsequent staff review were discussed with the applicant's agent and incorporated into the draft resolution of approval; and

WHEREAS: The City Council, at its regular scheduled meeting of February 7, 2012, conducted a public hearing to consider the proposed Tentative Parcel Map 4-2010, draft resolution and findings; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed tentative parcel map; and

WHEREAS: The City Council made the following findings:

1. That the proposed project is consistent with the goal, policies and land use designation of the Porterville 2030 General Plan. The General Plan designates the site as Retail Centers as supported by the current Planned Development zoning and in accordance with Resolution 119-2010 this project is subject to zoning which

designated this site for C-2 (Central Commercial) uses, which was in affect when this application was deemed complete.

2. That the site is physically suitable for the type and density of the proposed development.
3. That the certified Final EIR (by Resolution 12-2012) prepared for this project is in compliance with the California Environmental Quality Act.
4. That Resolution 12-2012 adopts Findings of Fact for the project, a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for the Final EIR for the Riverwalk Marketplace Phase II Project.
5. That the standards of population density, site area dimensions, site coverage, yard spaces, distance between structures, off-street parking facilities and landscaping areas will produce an environment of stable and desirable character consistent with the objectives of the Zoning Ordinance.
6. The proposed project complies with all the requirements of the Subdivision Ordinance.

NOW. THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does here by approve Tentative Parcel Map 4-2010, subject to the following conditions:

1. The developer/applicant has dedicated, by separate instruments, the necessary street right of way that matches or exceeds the ultimate widths designated by the adopted Land Use and Circulation Element and/or that established by the City Council. Notations to that effect, with recording information, shall be clearly identified on the Parcel Map (Section 21-23).
2. The developer/applicant shall dedicate all applicable utility easements in favor of the City of Porterville that are necessary for the orderly development of the commercial project.
3. Prior to recording the final map, the developer/applicant shall provide improvements by the simultaneous recording of a separate legal instrument or placement of a statement on the Final Map, if appropriate, that reads as follows:

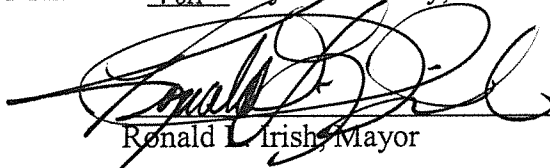
"In accordance with Section 66411.1 of the Government Code, grading plans for minor pad and parking lot adjustments/reconstruction has been deferred until such time as a permit or other grant of approval for development of the parcel is issued."

4. Prior to recording the final map, the developer/applicant shall Provide CCR's, easements, agreements or other documentation supporting the requirements of Condition No. 3 of Resolution No. 14-2012 (common area maintenance, parking, parking lot maintenance, ingress, egress, onsite and offsite landscape maintenance

etc.) for the City's review and approval. The agreement shall be recorded prior to or concurrently with the Parcel Map and recorded copies returned to the City. Any subsequent changes to the agreements shall be submitted to the City for review and approval prior to implementation and/or recordation.

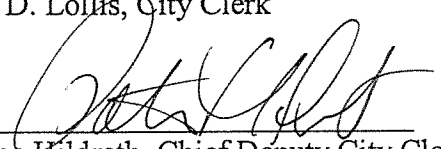
5. Prior to recording the final map, the developer/applicant shall enter into an improvement agreement that provides for completion of the non-deferred improvements within twelve (12) months of the recordation of the Parcel Map.
6. The Tentative Parcel Map (Exhibit A) shall comply with the conditions of approval for Conditional Use Permit 2-2010 for the Riverwalk Marketplace Phase II Project approved by Resolution 13-2012.
7. The Tentative Parcel Map (Exhibit A) shall adhere to the certified Final EIR approved by City Council of for the Riverwalk Marketplace Phase II Project Resolution 12-2012.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2012.


Ronald L. Irish, Mayor

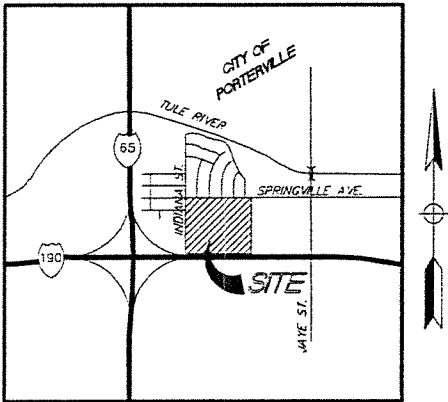
ATTEST:

John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

TENTATIVE PARCEL MAP

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN.
BEING A RE SUBDIVISION OF PARCEL 1 AND PARCEL 3 OF LOT LINE ADJUSTMENT 15-2006, RECORDED
AS DOCUMENT NO. 2006-0099848 IN THE OFFICIAL RECORDS OF TULARE COUNTY, CALIFORNIA, CITY
OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.



Vicinity Map

Not to Scale

OWNER / DEVELOPER:

ENNIS COMMERCIAL PROPERTIES LLC
643 NORTH WESTWOOD STREET
PORTERVILLE, CA 93257

WAL-MART STORES INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72712
(479) 204-0035

LICENSED LAND SURVEYOR

1044 E. HERNDON AVE. SUITE 108
FRESNO, CA 93720

LAND USE:

CURRENT USE: VACANT LAND
PROPOSED USE: COMMERCIAL

ZONING:

C-2: COMMERCIAL

UTILITIES:

ELECTRICITY
SOUTHERN CALIFORNIA Edison
2529 S. BLACKSTONE AVE.
TULARE, CA
(559) 685-3262
ATTN: ERIC THOMAS

GAS SERVICE
SOUTHERN CALIFORNIA GAS COMPANY
404 N. Tipton St.
VISALIA, CA 93292
(559) 739-2328
ATTN: GREG FISCHER

TELEPHONE
SBC
217 W. ACEQUIA AVE.
VISALIA, CA 93291
(559) 739-6646

STORM WATER AND SEWER
CITY OF PORTERVILLE -ENGINEERING DEPARTMENT
291 N. MAIN ST.
PORTERVILLE, CA 93257
PHONE: (559) 782-7514

DEDICATIONS STATEMENT

PURSUANT TO THE AUTHORITY CONFERRED BY THE CITY OF PORTERVILLE, ORDINANCE NO. 1590,
ADOPTED FEBRUARY 20, 2001, THE UNDERSIGNED, ON BEHALF OF THE PUBLIC AND CITY COUNCIL OF
THE CITY OF PORTERVILLE CONSENTS TO THE ACCEPTANCE AND RECORDATION OF THE _____
DEDICATION(S) AS SHOWN ON THIS MAP. DATED THIS _____ DAY OF _____, 2012. BY MICHAEL K.
REED, CITY ENGINEER, PLS 7514

INITIAL DESIGN	1/26/12	CMC
DATE	PLS	DRW
TENTATIVE PARCEL MAP		
GEI Engineering Associates, Inc.		
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS		
1044 E. HERNDON AVE., SUITE 108 (559) 447-3119 FRESNO, CA 93720 FAX (559) 447-3129		
COVER PAGE		
RIVERWALK MARKETPLACE		
PORTERVILLE, CA		
DATE	1/26/12	SHEET NO.
11:00 AM		1 OF 4

© 2012 GEI ENGINEERING ASSOCIATES, INC.

JOB # 17107 DRAWING: 17107-TPM.dwg LAST SAVED BY: SBRYANT

EXHIBIT A-1

JOB # 17107 DRAWING: 17107-TPM.dwg LAST SAVED BY: SBRYANT

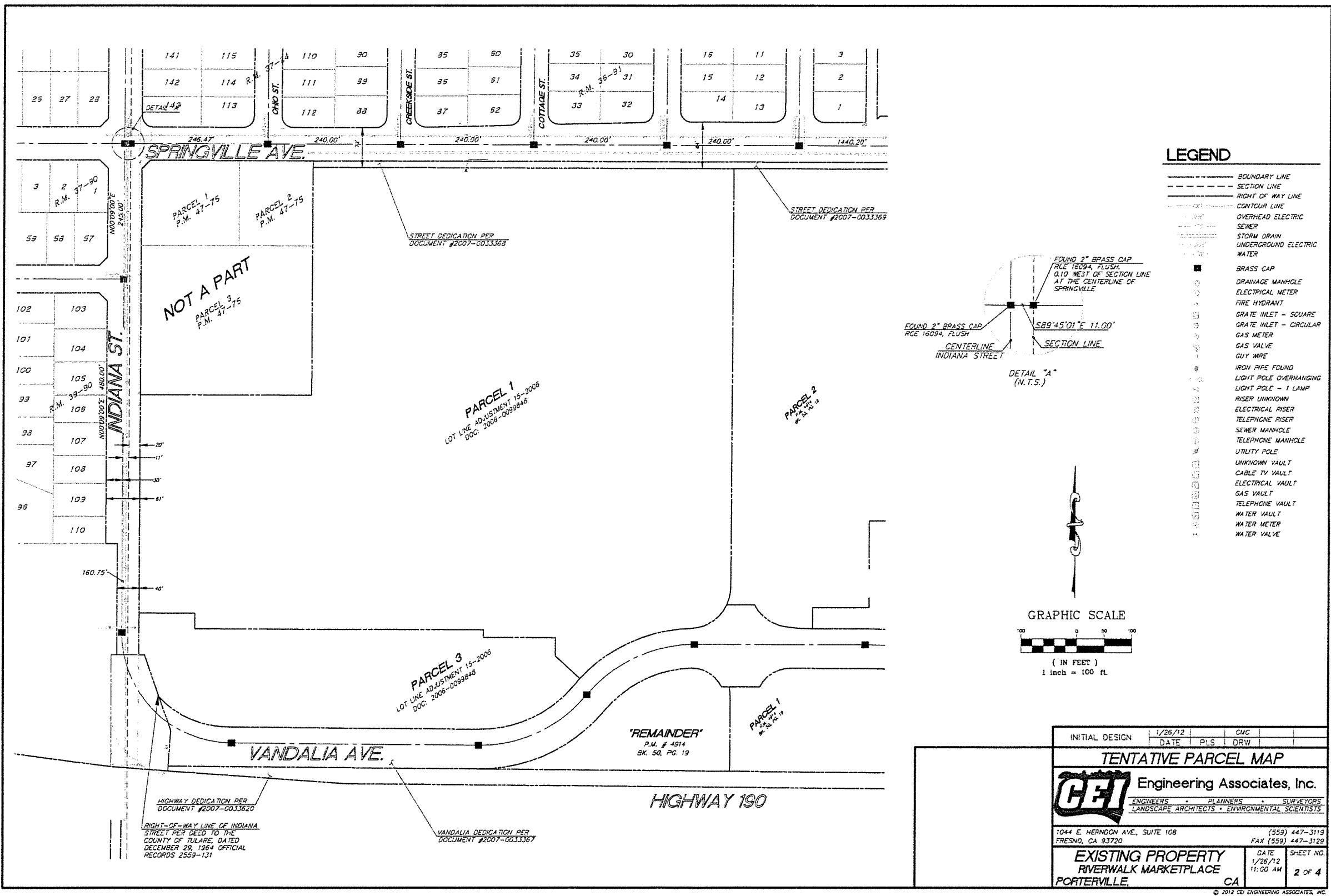
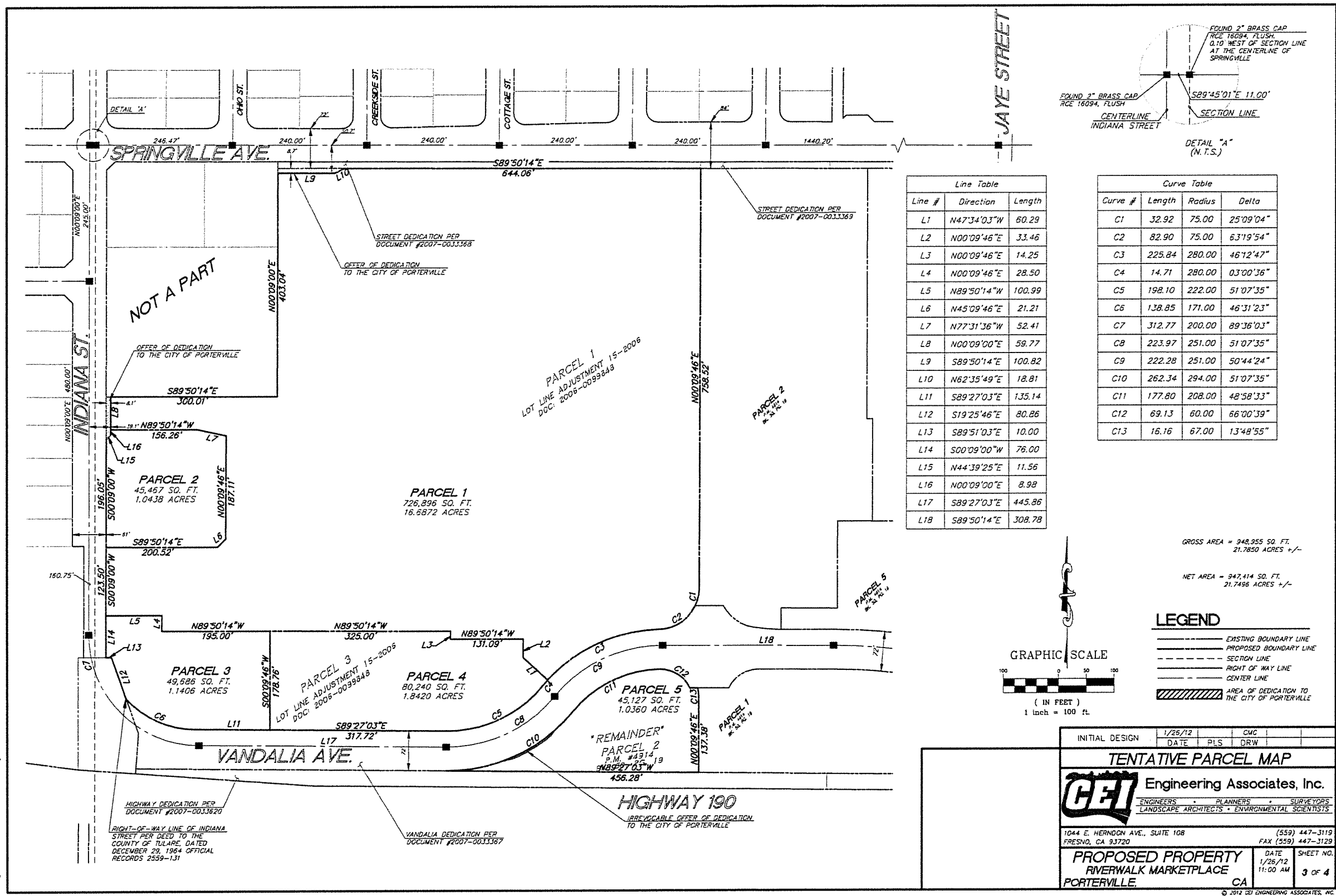
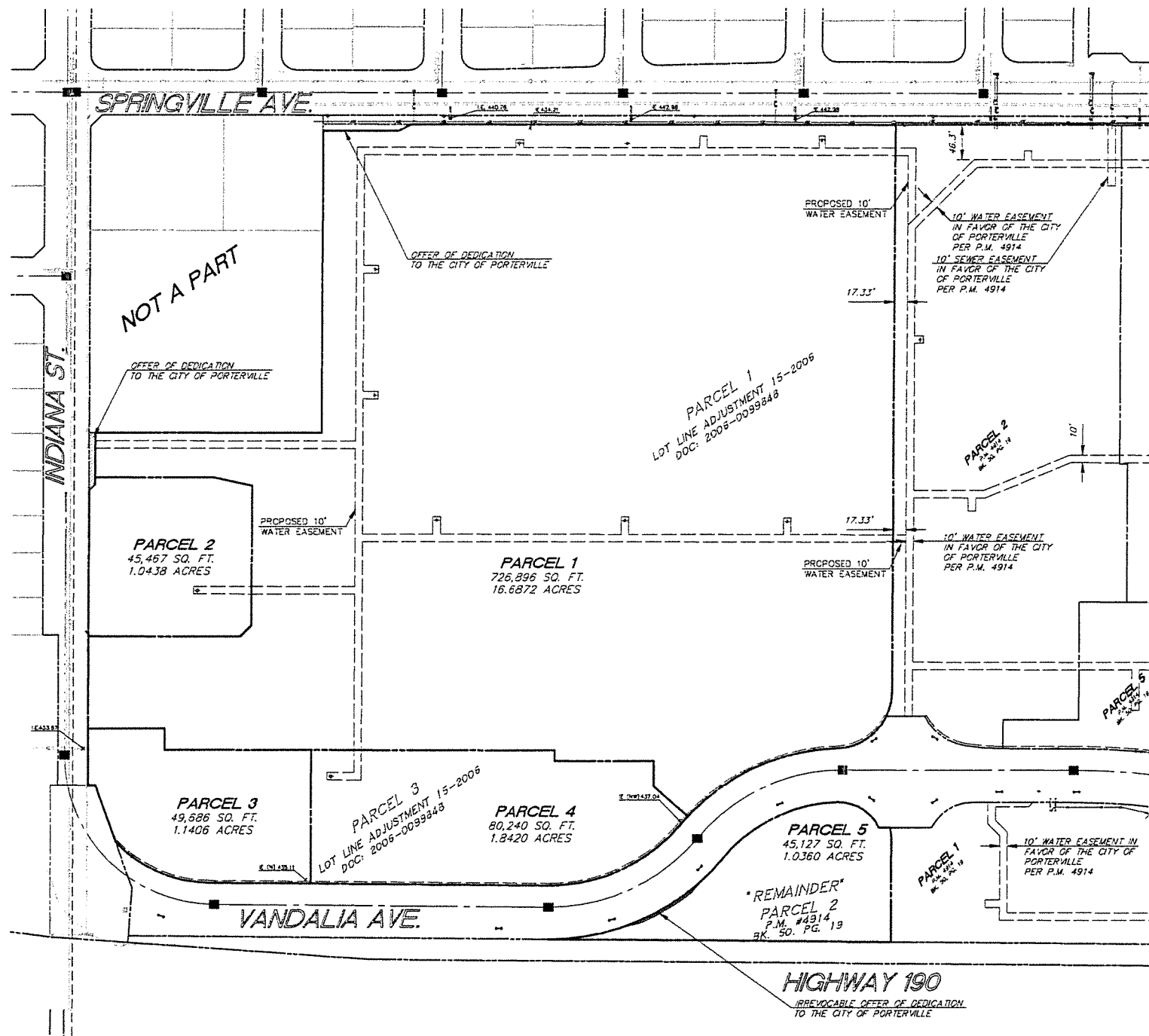


EXHIBIT A-2



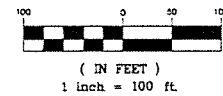
JOB # 17107 DRAWING: 17107-TPM.dwg LAST SAVED BY: SBRYANT



LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT OF WAY LINE
- ▨ AREA OF DEDICATION TO THE CITY OF PORTERVILLE
- OHE — OVERHEAD ELECTRIC
- S — SEWER
- SD — STORM DRAIN
- UGE — UNDERGROUND ELECTRIC
- W — WATER
- BRASS CAP
- ⊕ DRAINAGE MANHOLE
- ⊕ ELECTRICAL METER
- ⊕ FIRE HYDRANT
- ⊕ GRATE INLET - SQUARE
- ⊕ GRATE INLET - CIRCULAR
- ⊕ SEWER MANHOLE
- ⊕ WATER METER
- ⊕ WATER VALVE

GRAPHIC SCALE



NOTE:

NO EASEMENTS ARE PROPOSED BY THIS TENTATIVE PARCEL MAP NOR WILL ANY EASEMENTS BE OFFERED FOR DEDICATION BY THIS PARCEL MAP.

INITIAL DESIGN	1/26/12	CWC
DATE	PLS	DRW
TENTATIVE PARCEL MAP		
CEI Engineering Associates, Inc.		
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS		
1044 E. HERNDON AVE., SUITE 108 (559) 447-3119 FRESNO, CA 93720 FAX (559) 447-3129		
UTILITIES/EASEMENTS RIVERWALK MARKETPLACE PORTERVILLE, CA		DATE 1/26/12 11:00 AM SHEET NO. 4 OF 4

© 2012 CEI ENGINEERING ASSOCIATES, INC.

EXHIBIT A-4

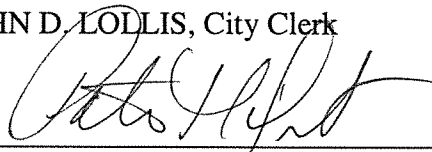
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 7th day of February, 2012.

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

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

JOHN D. LOLLIS, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE SETTING
ASIDE AND RESCINDING THE CITY COUNCIL'S DECISIONS ON
FEBRUARY 7, 2012 TO CERTIFY THE ENVIRONMENTAL IMPACT REPORT, ADOPT
A STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVE A
CONDITIONAL USE PERMIT AND TENTATIVE PARCEL MAP FOR THE
RIVERWALK MARKETPLACE PHASE II PROJECT

WHEREAS, the City of Porterville received an application from CEI Engineering Associates, Inc. (the "Applicant") to permit construction of a 202,854 square foot retail commercial center on a 21.08± acre site divided among five building pads, anchored by a 161,602 square foot Walmart store with the off-site sale of alcohol and four outlot tenants, a development to be known as the Riverwalk Marketplace Phase II project at the northeast corner of Vandalia Avenue and Indiana Street (the "Project"); and

WHEREAS, the City retained Impact Sciences, an environmental consulting firm, to prepare an environmental impact report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") for the proposed Project; and

WHEREAS, the City circulated a Draft EIR for public review between April 1, 2010 and May 17, 2010; and

WHEREAS, the City circulated a revised Draft EIR from February 22, 2011 to April 8, 2011; and

WHEREAS, the City made a Final EIR publicly available from January 27, 2012 to February 5, 2012; and

WHEREAS, on February 7, 2012, the City Council held a duly noticed public hearing and voted 4-0, with Council member Ward being absent, to adopt Resolution No. 12-2012 certifying the Final EIR and adopting a Statement of Overriding Considerations; and

WHEREAS, at the February 7, 2012 public hearing, the City Council voted 4-0, with Council member Ward being absent, to adopt Resolution No. 13-2012 approving Conditional Use Permit 2-2010; and

WHEREAS, at the February 7, 2012 public hearing, the City Council voted 4-0, with Council member Ward to adopt Resolution No. 14-2012 approving Tentative Parcel Map 4-2010; and

WHEREAS, California Healthy Communities Network ("CHCN") filed a petition for a writ of mandate in superior court (the "Superior Court") on March 9, 2012, and a first-amended petition on September 21, 2012;

WHEREAS, the Superior Court entered a judgment on April 11, 2013, denying CHCN's petition; and

WHEREAS, on July 3, 2013, CHCN filed a timely appeal to the State of California Fifth Appellate District (the "California Court of Appeal"); and

WHEREAS, on September 3, 2014, the California Court of Appeal filed its decision, which reversed the Superior Court's decision based on lack of substantial evidence in support of the determination that the Project's impacts on global climate change from greenhouse gas emissions would be less than significant; and

WHEREAS, on November 3, 2014, the California Court of Appeal issued a remittitur certifying its decision as final; and

WHEREAS, on January 12, 2015, the Superior Court filed its Judgment, which determined that the Court would issue a peremptory writ of mandate commanding the City to set aside its February 7, 2012 actions certifying the Final EIR and approving Conditional Use Permit No. 2-2010 and Tentative Parcel Map No. 4-2010, and to take appropriate action to ensure compliance with CEQA as to the following matter only as identified in the California Court of Appeal opinion: the City's determination that the Project's impacts on global climate change from greenhouse gas emissions will be less than significant was not supported by substantial evidence.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby set aside and rescind without prejudice its February 7, 2012 decisions, adopted through Resolution 12-2012, to certify the Final EIR and adopt a Statement of Overriding Considerations.

BE IT FURTHER RESOLVED that the City Council of the City of Porterville does hereby set aside and rescind without prejudice its February 7, 2012 decision, adopted through Resolution 13-2012, to approve Conditional Use Permit No. 2-2010.

BE IT FURTHER RESOLVED that the City Council of the City of Porterville does hereby set aside and rescind without prejudice its February 7, 2012 decision, adopted through Resolution 14-2012, to approve Tentative Parcel Map 4-2010.

PASSED, APPROVED AND ADOPTED this 21st day of April, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 21, 2015

SUBJECT: Governor's Executive Order for Statewide Mandatory Water Reductions, and the Provision of Water to East Porterville Residents

SOURCE: City Manager's Office

COMMENT: As was previously reported to the City Council, on Wednesday, April 1, 2015, Governor Brown issued Executive Order B-29-15, which established drought-related mandates and restrictions, in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. As has been previously reported to the Council, local potable water consumption has been down on average 20% of 2013, and has had among the lowest per capita usage rates in the area. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board is directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On Wednesday, April 8, 2015, the State Water Resources Control Board released its Proposed Regulatory Framework for implementation of the Governor's statewide mandatory 25% reduction in potable urban water usage. The Board's Proposed Regulatory Framework mandates separate reporting requirements for large water suppliers (at least 3,000 service connections) and small water suppliers, with large suppliers required to provide monthly reports and small suppliers required to provide a single summary report. The Board has proposed to establish June 2013 to February 2014 as the eight (8) month comparison window to evaluate compliance with the mandated conservation measures, and the establishment of four (4) tiers for large suppliers based upon average gallons per capita per day (gpcd) consumption calculations for the month of September 2014, toward achieving an overall statewide 25% conservation rate. The proposed tiers are as follows: Tier 1 (under 55 gpcd – 10% conservation); Tier 2 (55-110 gpcd – 20% conservation); Tier 3 (110-165 gpcd – 25% conservation); and Tier 4 (over 165 gpcd – 35%). The city of Porterville is fortunate to be in Tier 3 (164 gpcd - 25% conservation), as a great majority of central valley cities are in Tier 4 with 35% conservation mandates. The Board will consider adoption of the Proposed Regulatory Framework at its meeting on May 5, 2015.

At its last meeting on April 7th, the City Council again considered the Tulare Operational Area Task Request received on January 20th from the County pursuant to Mutual Aid Agreement. The Task Request was for the City to provide water for purchase to fill 1,500- and 2,500-gallon tanks for the next twelve (12) months in East Porterville, referred to as the County Household Tank Program. Both the Council and staff had previously expressed significant concerns relative to the provision of water for the County Household Tank Program without the commitment of a new water source to compensate for the anticipated impact to the City's water system. With the County of Tulare Board of Supervisors approving full-funding (\$1.6 million) of a new municipal well for the City at its meeting on March 10th, the Council deferred action on the County Household Tank Program pending consideration of Agreement affirming the Board of Supervisors action. Instead of CalOES and USDA providing funding for the new well, it was reported at the April 7th Council meeting that California Department of Water Resources has committed to providing full-funding, similar to the commitment for connecting the deficient Akins water system.

Given the request to provide water for purchase by the County was by Mutual Aid Agreement, instead of a separate formal written agreement, the City may unilaterally establish its conditions in making water available for purchase.

Conditions the City should consider to establish might include:

1. County only shall withdraw water from designated metered hydrants;
2. County shall only provide water to residences within the City's recognized Urban Area Boundary (UAB);
3. County shall not use City water for commercial or other non-residential purposes;
4. County shall instruct and enforce that water recipients must comply with State Water Resources Control Board regulations and restrictions;
5. County shall be limited to purchasing no more than 2,000,000 gallons of water per month; and
6. County shall provide the City timely monthly reports as to number of locations, residences, and population served, so as to comply with State Water Resources Control Board mandated reporting.

Pursuant to the County's Mutual Aid Agreement, the City may terminate the provision of water for purchase for any reason, with at least fifteen (15) days prior written notice being requested.

Of increasing concern to the City is the significant number of new and deepened agricultural wells that are being drilled in the local area, which will significantly affect local groundwater resources. The County has recently reported that a record number of well permits were issued in 2014, and 2015 is on pace to at least double last year's record. Eighty percent (80%) of well permits are being issued for agricultural purposes, which most certainly is a product of water allocations being severely limited. Although the subject of a moratorium or limitation on new well permits for agricultural purposes has been raised, County representatives have indicated there is no plan to entertain such.

RECOMMENDATION: That the City Council accept staff's report, and provide direction as appropriate.

ATTACHMENTS:

1. Governor Executive Order B-29-15
2. County Mutual Aid Request for Water
3. County Well Funding Letter
4. County CalWater Agreement
5. Proposed Regulatory Framework
6. Proposed Water Supplier Tiers
7. CalOES Drought Update

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.

13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.

20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.

26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.

31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
Great Seal of the State of California to
be affixed this 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

TULARE OPERATIONAL AREA SEMS MISSION/TASK REQUEST **XTU-2015-LG-002**

To: **City of Porterville**

Date: **1/20/15**

Pursuant to the California Master Mutual Aid Agreement (MMAA), the Tulare County Regional Emergency Management Mutual Aid Agreement ("TC EMMAA"), and in accordance with the Standardized Emergency Management System (SEMS), the County of Tulare, serving as the Tulare Operational Area, requests the following Mission / Task to be completed:

TASK(S) TO BE PERFORMED:

1. Provide potable water from City of Porterville municipal water system, to be purchased by County of Tulare and transported by its agents to residential tanks placed in nearby unincorporated areas as part of the County's Household Tank Program.
2. Establish parameters under which water will be provided, to include:
 - a. Cost per water unit
 - b. Equipment and administrative costs
 - c. Designated filling locations
 - d. Other desired provisions or restrictions

DURATION & TERMINATION:

The recipient is requested to perform the task(s) above for: **12 months**

This request may be renewed prior to expiration should the Household Tank Program continue to operate and require source water. This request may be terminated prior to expiration by County of Tulare should the need abate; such termination shall occur at a time mutually agreed upon.

City of Porterville may terminate performance of the requested tasks for any reason. Should City of Porterville wish to cease performing the requested task, at least 15 days prior written notice is requested.



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

XTU-2015-LG-002

COMPENSATION:

The **County of Tulare** shall reimburse the **City of Porterville** for **100%** of actual costs associated with this request, upon receipt of invoice(s) from the City of Porterville for services performed.

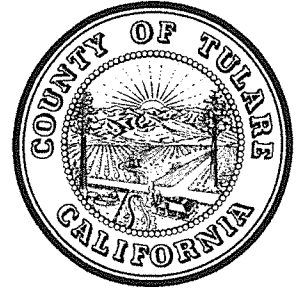
The **County of Tulare** shall claim such costs for disaster recovery from the State of California. This section supercedes Paragraph D of Section VI of the Tulare County Regional Emergency Management Mutual Aid Agreement, as the contingent reimbursement outlined therein has been found to be in conflict with State and Federal policies and regulations.

Please contact my office should you have any questions in regards to this request.

Sincerely,

Andrew Lockman
Emergency Services Manager
County of Tulare, Office of Emergency Services

COUNTY OF TULARE
COUNTY ADMINISTRATIVE OFFICE



JEAN M. ROUSSEAU
County Administrative Officer

MARY R. LINDSAY
Assistant County Administrative Officer

RECEIVED

MAR 19 2015

CITY OF PORTERVILLE
CITY MANAGER

March 17, 2015

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

Subject: Letter of Commitment for New Well

Dear Mr. Lollis,

As per the Board of Supervisors action on March 10, 2015, Tulare County hereby commits to the City of Porterville to fund the construction of a new well, to fulfill the short-term need for source water for the Household Tank Program and transition to source capacity for new extraterritorial service connections in the East Porterville area as such connections are made.

Tulare County understands that the cost of the new well is currently estimated at approximately \$1.1 to \$1.2 million, dependent on a number of factors including location and depth. As such, Tulare County commits to fund the project at a cost not to exceed \$1.6 million to account for any unforeseen expenses.

Tulare County staff will continue to work closely with City staff to formulate the project plan, finalize a location and scope of work, and divide responsibilities within the project as feasible and appropriate. The product of this joint effort will ultimately form the basis of a formal agreement governing this project. Please feel free to contact myself or staff at any time should you have questions or concerns regarding this endeavor.

Respectfully,

Jean M. Rousseau
Director of Emergency Services/
County Administrative Officer

JR/al



Health & Human Services
Agency
COUNTY OF TULARE
AGENDA ITEM

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One
PETE VANDER POEL
District Two
PHILLIP A. COX
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: April 7, 2015

Public Hearing Required	Yes ☐	N/A ☒
Scheduled Public Hearing w/Clerk	Yes ☐	N/A ☒
Published Notice Required	Yes ☐	N/A ☒
Advertised Published Notice	Yes ☐	N/A ☒
Meet & Confer Required	Yes ☐	N/A ☒
Electronic file(s) has been sent	Yes ☒	N/A ☐
Budget Transfer (Aud 308) attached	Yes ☐	N/A ☒
Personnel Resolution attached	Yes ☐	N/A ☒
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes ☒	N/A ☐

CONTACT PERSON: Andrew Lockman PHONE: 559-624-8000

SUBJECT: Ratify and approve an Agreement with California Water Service Company for Purchase of Water for the Household Tank Program.

REQUEST(S):

That the Board of Supervisors:

1. Ratify and approve an Agreement with California Water Service Company for purchase of water for the Household Tank Program, retroactive to March 17, 2015;
2. Find that the Board had the authority to enter into the Agreement as of March 17, 2015, and that it was in the County's best interest to do so on that date; and
3. Ratify the Chairman's signature on the agreement.

SUMMARY:

Due to the severe drought impacts throughout Tulare County, the County, in cooperation with local non-profit organizations and with funding from the State of California, has implemented a Household Tank Program, by which potable water tanks are being placed at and plumbed into residences with a dry well, and filled with potable water for domestic use. This response action is undertaken as an interim solution until such time as residents are able to secure both the required funding and services of a well driller to resolve their situation, or until infrastructure projects can be completed to service those able to take advantage of them.

As part of the Household Tank Program, numerous water sources within the County, both public and private, have been engaged to sell water to the County for

SUBJECT: Ratify and approve an Agreement with California Water Service Company for Purchase of Water for the Household Tank Program.
DATE: April 7, 2015

the purpose of filling these tanks. The County will serve as the purchaser to streamline the purchasing process by allowing any contracted hauler to access any contracted water source. The purchase of the water represents the County's direct investment in the Household Tank Program, and will be reimbursed at 75% by the State of California.

The attached agreement with California Water Service Company (CalWater) has been approved by County Counsel. The following deviations from County Contract Protocol are noted:

- CalWater or the California Public Utilities Commission (CPUC) have the right to terminate the agreement at their sole discretion with 30 days' notice.
- The term of the agreement crosses County Fiscal Years.
- The County is indemnifying CalWater for activities related to use of CalWater's system and water.

FISCAL IMPACT/FINANCING:

The exact fiscal impact is currently unknown and will be based on need for emergency water. The County will receive 75% reimbursement from the State of California for water purchased under this agreement. The emergency expenses and anticipated revenues are included in the Fiscal Year 2014-15 Budget. No Net County Cost.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security initiative, with a directive to plan and provide coordinated emergency preparedness, response, recovery and mitigation capabilities for both natural and man-made disasters. This action would provide for continued support for emergency response.

ADMINISTRATIVE SIGN-OFF:



Cheryl L. Duerksen, Ph.D.
Agency Director

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Agreement

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RATIFY AND)
APPROVE AN AGREEMENT WITH) Resolution No. _____
CALIFORNIA WATER SERVICE COMPANY) Agreement No. _____
FOR PURCHASE OF WATER FOR THE)
HOUSEHOLD TANK PROGRAM)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Ratified and approved an Agreement with California Water Service Company for purchase of water for the Household Tank Program, retroactive to March 17, 2015;
2. Found that the Board had the authority to enter into the Agreement as of March 17, 2015, and that it was in the County's best interest to do so on that date; and
3. Ratified the Chairman's signature on the agreement.

AGREEMENT FOR EMERGENCY WATER SERVICE

THIS AGREEMENT is made on March 17, 2015, by and between the County of Tulare ("County") and CALIFORNIA WATER SERVICE COMPANY, a California corporation ("Cal Water") (together, "Parties").

RECITALS

- A. The County of Tulare is a government agency of the State of California.
- B. Cal Water is a public utility company regulated by the California Public Utilities Commission ("Commission") that provides water services throughout California, including in and around the City of Visalia in Tulare County, California.
- C. Due to the current water drought, there are residents near Cal Water's Visalia District service area who are not customers of Cal Water, and who do not have a reliable source of water.
- D. The County desires to receive, and Cal Water agrees to provide, emergency water service pursuant to the terms and conditions set forth in this Agreement to assist those residents for a limited time period.
- E. Cal Water enters into this Agreement subject to Commission rules, including the Commission's General Order 96-B, General Rule Section 8.2.3, which allows a deviation from a utility's tariff to provide services to a government agency as long as the service is not re-sold (see Appendix B).

NOW, THEREFORE, for and in consideration of the provisions herein contained, it is agreed as follows:

- 1. Recitals. The above Recitals are incorporated into this Agreement as if fully set forth herein.
- 2. Definitions.
 - a. "County" means the employees, agents, and contractors of Tulare County.
 - b. "End User" shall mean any recipient or beneficiary of water delivered by the County or its agents, whether an individual, household, business, or other entity.

3. Emergency Water Service.

a. Access. Cal Water hereby grants permission to County to access designated hydrants in Cal Water's Visalia District in order to withdraw water pursuant to this Agreement. Unless otherwise specified in the Agreement, all terms and conditions of service are subject to Cal Water's tariffs.

b. Meters. Cal Water shall provide meters with backflow devices to the County for the purpose of measuring the volume of water withdrawn by the County. County agrees to connect the meters to only the designated hydrants, absent advance written agreement from Cal Water to use a non-designated hydrant.

c. Backflow Prevention. The County shall withdraw water from a designated hydrant only if a backflow prevention device (or other method approved in writing by Cal Water) is in place to prevent the backflow of water into Cal Water's system.

d. Designated Hydrants. Cal Water and the County will meet and select the designated hydrants for County's use in areas mutually agreeable to both Parties. The designated hydrants will be shown on a map or identified by street address in a writing, which is incorporated by reference into this Agreement.

4. Limitations.

a. The County shall only provide water to End Users overlying the Kaweah Groundwater Sub-basin (5-22.11) as defined in the California Department of Water Resources (DWR) Groundwater Bulletin 118, as shown on Appendix "C" attached hereto. The County shall instruct End Users that they must comply with the State Water Resources Control Board's restrictions on water use and Cal Water's Tariff Rule 14.1. The County is prohibited from reselling water obtained under this Agreement pursuant to the California Public Utilities Commission's General Order 96-B, General Rule 8.2.3 (see Appendix B). The County shall not use the water for commercial or other nonresidential purposes.

b. The County agrees to the maximum monthly limitations of water service under this Agreement, as specified in Appendix A, which may be modified by mutual written agreement of the Parties or by the Commission.

c. Only County shall withdraw water from Cal Water's designated hydrants under this Agreement.

d. If the Commission determines that terms or conditions of this Agreement are not reasonable or are not in the public interest, the Agreement shall terminate at a time mutually agreed-upon by the Parties, but in no event later than 60 days after the Commission's determination. In such case, the County shall remit payment under the terms of this Agreement for any water withdrawn prior to termination.

5. No Warranties. Cal Water does not warrant the quality of water after it is withdrawn from its hydrants by the County; in particular, Cal Water makes no representation that the water obtained under this Agreement meets the state's health and safety requirements for safe drinking water. THE WATER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The County shall regularly notify End Users in writing that the water delivered by Cal Water under the terms of this Agreement is not potable.

6. Billing and Compensation.

a. Cal Water shall bill County monthly for all water obtained under this Agreement.

b. The effective tariff rates for non-residential metered service in the Visalia District shall apply to water withdrawn under this Agreement, with the amount of the fixed monthly service charge determined by the size of the requested meter. Current tariffs can be obtained from the Cal Water website at www.calwater.com.

c. Before commencing water withdrawals, County will deposit with Cal Water the replacement cost of meters and backflow devices (see Appendix A). The deposit will be refunded to the County upon return of the meters and backflow devices, less any repair or replacement costs, at the termination of the Agreement.

7. Reporting. The County will provide the following documents to Cal Water monthly except for 7.a., which shall be provided monthly unless otherwise noted:

a. Parameters of the water delivery program as approved by the County shall only be provided with the execution of this Agreement and when there are any modifications to the delivery program;

b. Number of locations served, by month; and

c. Total amount of water delivered, by month; and

d. Monthly meter readings from each meter issued to County as of the end of the Calendar month; and

e. Additional reasonable information as requested by Cal Water.

8. Term and Termination.

a. This Agreement shall continue in effect until the County terminates its Proclamation of Local Emergency (#2014-0090, as renewed), or 12 months from the effective date of this Agreement, whichever is earlier. The term of this Agreement may

be extended by mutual agreement of the Parties for two additional successive one-year terms. Either Party may terminate this Agreement, with or without cause, by providing at least **ninety (90) days** advance written notice to the other.

b. Notwithstanding the above notice for termination, if the Commission or Cal Water, in its sole discretion, determines that continuing with the Agreement negatively impacts Cal Water's operations or customers who are situated within Cal Water's Commission-approved service area (including a determination that there is excessive or inappropriate use of water obtained under this Agreement), the County shall be notified, and the Parties shall develop a timetable and process (such as phasing in a decrease of the maximum withdrawal amounts) to ensure termination of the Agreement within a reasonable time not to exceed **thirty (30) days**.

9. Notice. Any notice required or given under this Agreement must be in writing, and may be given either personally, by certified mail, or by overnight mail. If personally delivered, a notice shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by certified mail or overnight carrier, the same shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) **five (5) days** after a letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail or with the overnight carrier. Such notices or communications shall be given to the parties at their addresses set forth below:

Tulare County: County of Tulare
Office of Emergency Services
5957 S. Mooney Blvd.
Visalia, CA 93277
Telephone: (559) 624-7495
Attention: Mr. Andrew Lockman

Cal Water: California Water Service Company
Visalia District
216 North Valley Oaks Drive
Visalia, California 93292
Telephone: (559) 624-1620
Attention: Mr. Scott Bailey

With a Copy to: California Water Service Company
1720 North First Street
San Jose, California 95112
Telephone: (408) 367-8200
Attention: Lynne McGhee

Any party from time to time, by notice to the other party, given as set forth above, may change its address for purpose of receipt of any such notice.

10. Indemnity. The County shall defend, indemnify and hold harmless Cal Water

and its directors, officers, employees, and agents from and against all third party claims, damages, losses, liabilities, expenses, and attorney's fees (collectively "Claims") to the extent arising from a negligent act or omission or intentional misconduct of the County, its employees, agents, or contractors in accessing a hydrant or the delivery of emergency water from a hydrant, including, but not limited to, Claims for:

a. Bodily injury including, but not limited to, sickness or disease, emotional injury or death to persons, the public, End Users, employees or agents of the County or any contractor;

b. Damage to real or personal property of anyone, including loss of use thereof; and

c. Water shortages, delays, curtailment, interruption, or service termination to any End User of water delivered by the County under this Agreement.

11. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreement and understandings (whether written or oral) of the parties. This Agreement cannot be modified in any manner except by an instrument in writing executed by the duly authorized representatives of the parties.

12. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

13. Waivers. Any waiver of a breach of any covenant or condition in this Agreement is not to be deemed a waiver of any other covenant or condition in this Agreement and no waiver is valid unless in writing and executed by the duly authorized representative of the waiving party. An extension of time for performance of any obligation or act is not to be deemed an extension of the time for performance of any other obligation or act.

14. Successors. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

15. Governing Law. This Agreement is to be governed by and construed in accordance with California law.

16. Insurance. The County shall secure or cause its contractors to secure and maintain the insurance described below throughout the term of this Agreement. The County shall furnish to Cal Water an endorsement evidencing that Cal Water is an additional insured and certificates evidencing such insurance coverages prior to water service, and upon request of Cal Water.

Insurance Coverages:

Commercial General Liability

Automobile (Owned, Hired, Non-Owned)

Worker's Compensation

Limits:

\$2,000,000

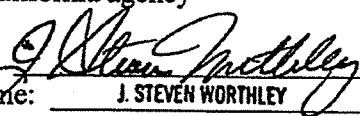
\$1,000,000

Statutory Limits

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove written.

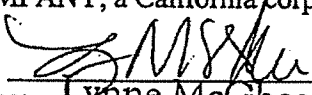
"County"

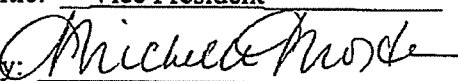
TULARE COUNTY,
a California agency

By: 
Name: J. STEVEN WORTHLEY
Title: CHAIRMAN, BOARD OF SUPERVISORS

"Cal Water"

CALIFORNIA WATER SERVICE
COMPANY, a California corporation

By: 
Name: Lynne McGhee
Title: Vice President

By: 
Name: Michelle Mortensen
Title: Corporate Secretary

APPENDIX A

LIMITATIONS ON SERVICE UNDER AGREEMENT

Maximum Number of Locations Served (per month):	1,500 locations
Total Maximum Amount Delivered (per month):	3 million gallons (4,010 Ccf)

REFUNDABLE DEPOSIT FOR METER (WITH BACKFLOW DEVICE)

<u>Requested Meter Size</u>	<u>Refundable Deposit</u>
3-inch meter	<u>\$3,000.00</u>

APPENDIX B

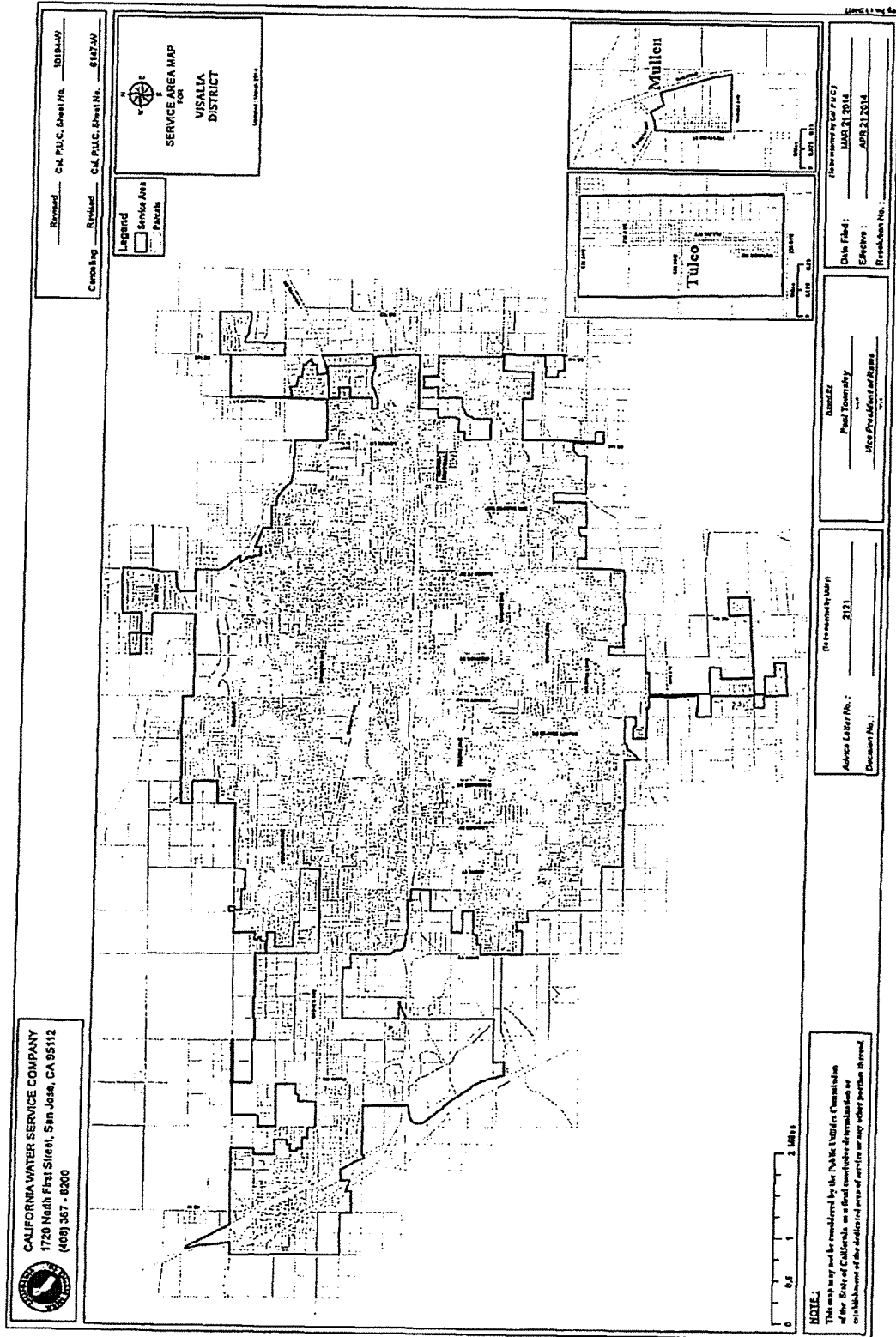
GENERAL ORDER 96-B OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION

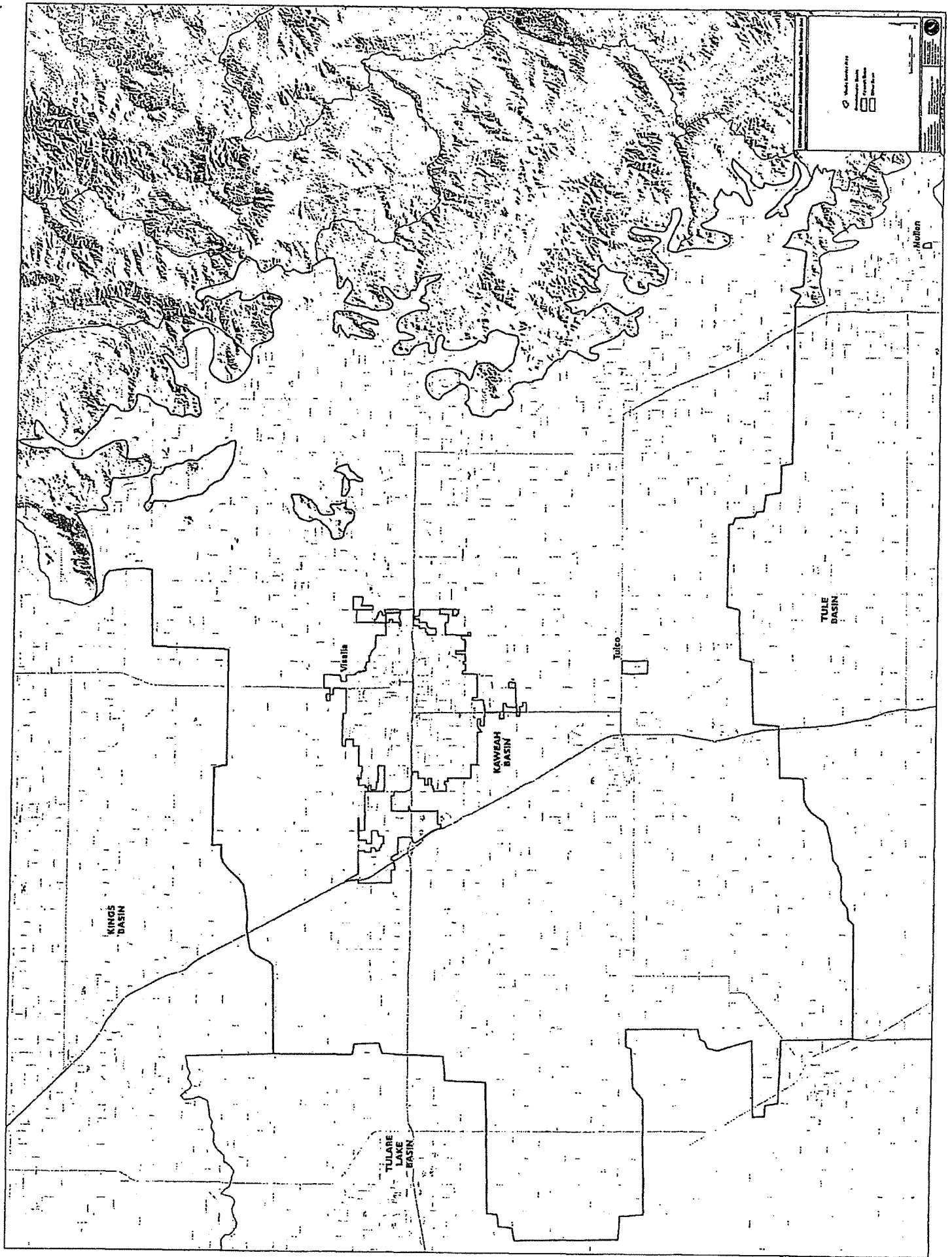
GENERAL INDUSTRY RULES, SECTION 8.2.3

At all times, a utility other than a telephone corporation may provide service (other than resale service) to a government agency for free, or at reduced rates and charges, or under terms and conditions otherwise deviating from its tariffs then in effect. The utility may begin such service without prior Commission approval, but the utility shall promptly submit an advice letter to the appropriate Industry Division to notify the Commission of the utility's provision of such service and of the rates, charges, terms and conditions under which the service is provided. Although the advice letter may be effective pending disposition under General Rule 7.5.3, the Commission may determine, in an appropriate proceeding, the reasonableness of such service.

For purposes of this General Rule 8.2.3, "government agency" means the United States and its departments, Indian tribes recognized by the United States or the State of California, the State of California and its political subdivisions and municipal corporations, including the departments thereof, and public fairs and celebrations.

APPENDIX C





MANDATORY CONSERVATION PROPOSED REGULATORY FRAMEWORK

The Governor's [April 1, 2015 Executive Order](#) directs the State Water Board to impose restrictions to achieve an aggregate statewide 25% reduction in potable urban water use through February 2016. The Executive Order stipulates the 25% reduction in water use as compared to 2013, but proposes flexibility in how to achieve this reduction in recognition of the level of conservation already achieved by many communities around the State.

Input Requested: The State Water Board is interested in receiving feedback on these regulatory concepts as well as other ideas on how a 25% reduction could be structured. Please submit comments and ideas on the proposed framework by email to Jessica Bean at Jessica.Bean@waterboards.ca.gov by **April 13**, 2015.

Urban Water Suppliers

- I. Apportioning Water Supplier Reductions:** The Executive Order directs the State Water Board to consider the relative per capita water usage of each water suppliers' service area, and have those areas with high per capita use achieve proportionally greater reductions than those with low use. Reporting on residential per capita (R-GPCD) water use began in October 2014 for the September 2014 reporting period. Residential per capita water use is highest during the summer months when outdoor irrigation demand is high. Reported summertime water use is also generally more consistent because the weather varies less from year to year than during the winter. Accordingly, September 2014 R-GPCD serves as a reasonable basis for placement of the 411 urban water suppliers into four categories as follows:

R-GPCD Range (Sept 2014)	# of Suppliers within Range	Conservation Standard
Under 55	18	10%
55-110	126	20%
110-165	132	25%
Over 165	135	35%

The proposed breakdown of water suppliers into R-GPCD groupings with corresponding conservation standards is intended to equitably and effectively achieve a 25% aggregate statewide reduction in potable urban water use.

- II. **New Reporting Requirements:** To assess compliance by commercial, industrial, and institutional (CII) sector customers and actions taken by urban water suppliers to reduce CII sector use, the following additional reporting requirements are proposed:
- Monthly commercial sector use;
 - Monthly large landscape commercial customer use (e.g. golf courses, amusement parks);
 - Monthly industrial sector use;
 - Monthly institutional sector use; and
 - Monthly large landscape institutional customer use (e.g. cemeteries, college campuses).

Reporting requirements under the [existing Emergency Regulation](#) that took effect March 27, 2015, will remain in effect.

- III. **Compliance Assessment:** To determine if urban water suppliers are meeting required use reductions, water production data, as reported by each individual water supplier for the months of June 2015 through February 2016, will be compared to the same period(s) in 2013. Given the severity of the current drought, the State Water Board will assess suppliers' compliance for both monthly and cumulative water usage reductions.

IV. **Enforcement:**

The State Water Board has a variety of tools available to enforce its regulations:

- Informal enforcement, such as warning letters, can provide a clear reminder to water suppliers of the requirements and an alert that their conservation programs are not achieving the desired water savings. Warning letters would generally not be accompanied by monetary penalties
- Formal enforcement actions include Cease and Desist Orders (CDO) to stop non-compliant activity. These Orders generally contain a description of the specific actions, and a timeline for implementing them, required for the recipient to return to compliance. Non-compliance with a CDO during a drought emergency, such as the current one, can result in a complaint to assess Administrative Civil Liabilities of up to \$10,000 for each day of non-compliance.

In addition to these existing tools, other tools may be needed to ensure compliance for the short duration of the regulations. These tools would be developed through the emergency rulemaking and would remain in effect for its duration (270 days unless extended by the State Water Board). The tools include:

- Informational Orders that would enable the Board to require specific data and other facts on conservation practices if conservation targets are not being met.
- Conservation Orders that would go into effect immediately upon receipt, as opposed to CDOs that can only be issued and enforced after the State Water Board holds an evidentiary hearing, if one is requested. A conservation order would describe the specific actions required for the recipient to come into compliance with the requirements of the regulation. Issuance of a conservation order would be subject to reconsideration by the Board and violation of a conservation order would not be subject to the enhanced penalties associated with violation of a CDO during a drought emergency.

The tools will be used alone, or in combination, to address the following compliance problems:

- Failure of water suppliers to file reports as required by the regulation;
- Failure to implement prohibitions and restrictions as described in the Governor's Executive Orders and the emergency regulation; and
- Failure of water suppliers to meet the assigned water use reduction target.

Small Water Suppliers

There are over 2,600 small water suppliers (those with fewer than 3,000 service connections) that provide water to over 1.5 million Californians. Under the [existing Emergency Regulation](#) that took effect March 27, 2015, these suppliers are required to either limit outdoor irrigation to no more than two times per week or to institute measures that achieve a 20% reduction in use. Small suppliers are not required to report their water production to the Board, but are expected to have the data available on request. Small suppliers will need to contribute to achieving the statewide 25% potable urban water use reduction called for in the Executive Order.

- I. **Apportioning Water Supplier Reductions:** Up until the release of the April 1, 2015 Executive Order, all water suppliers were being asked to achieve a voluntary 20% reduction in water use. The existing emergency regulation assigns responsibilities to both larger urban water suppliers and small suppliers to restrict irrigation to achieve the 20% reduction target. Under this proposal, small water suppliers would be required to achieve a 25% water savings as compared to their 2013 water use under the new regulation.

- II. **Reporting Requirements:** To date, small water suppliers have not been required to report on their water use or conservation measures. Small suppliers would now be directed to provide a one-time report to the State Water Board, 180 days after the effective date of the new emergency regulation, addressing at a minimum:
- Potable water production from June-November 2013 and June-November 2015;
 - The number of days per week outdoor irrigation is allowed and other restrictions implemented to achieve a 25% water use reduction; and
 - Specific restrictions on CII sector use.
- III. **Compliance Assessment:** Compliance would be based upon whether small suppliers submitted the required data and met the 25% water use reduction requirement.
- IV. **Enforcement:** The State Water Board may use any of the tools discussed above, as appropriate.

Additional Prohibitions and End-User Requirements

The State Water Board's [existing emergency regulation](#) includes a number of water use prohibitions that apply to all Californians and end-user restrictions that apply to specific water users, such as restaurants and hotels. These existing restrictions will remain in effect, and consistent with the Executive Order, the following new prohibitions will be put in place:

- The use of potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems will be prohibited; and
- The use of potable water to irrigate ornamental turf on public street medians will be prohibited.

The State Water Board will also consider adding requirements for large landscape users (e.g. commercial, industrial, institutional) not served by either type of water supplier discussed above to achieve the 25% statewide reduction in potable urban water use.

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Cambria Community Services District	166,216,813	95,513,570	70,703,243	43%	1	10%	40.0
Vernon City of	1,907,061,769	1,788,380,162	118,681,607	6%	1	10%	43.7
Santa Cruz City of	2,527,700,000	1,933,400,000	594,300,000	24%	1	10%	44.9
Seal Beach City of	905,215,264	856,337,550	48,877,714	5%	1	10%	45.3
San Francisco Public Utilities Commission	20,365,410,000	18,717,900,000	1,647,510,000	8%	1	10%	45.7
California Water Service Company South San Francisco	2,075,673,590	1,907,534,254	168,139,336	8%	1	10%	46.1
California Water Service Company East Los Angeles	3,998,522,861	3,819,956,279	178,566,582	4%	1	10%	48.2
Coastside County Water District	565,550,000	524,430,000	41,120,000	7%	1	10%	48.2
California-American Water Company Monterey District	2,903,844,543	2,590,336,368	313,508,175	11%	1	10%	49.3
California-American Water Company San Diego District	2,795,094,888	2,578,195,144	216,899,744	8%	1	10%	49.4
East Palo Alto, City of	409,886,088	454,911,335	-45,025,247	-11%	1	10%	49.7
Golden State Water Company Bell-Bell Gardens	1,279,423,043	1,208,354,847	71,068,196	6%	1	10%	50.0
Arcata City of	499,104,000	495,047,000	4,057,000	1%	1	10%	50.2
North Coast County Water District	809,332,364	713,333,361	95,999,003	12%	1	10%	51.2
Hayward City of	4,474,967,937	3,957,222,483	517,745,455	12%	1	10%	52.2
Grover Beach City of	352,828,667	208,202,769	144,625,897	41%	1	10%	52.7
Westborough Water District	257,568,499	213,776,790	43,791,709	17%	1	10%	54.2
Daly City City of	1,888,066,301	1,622,632,784	265,433,517	14%	1	10%	55.6
Park Water Company	2,833,164,110	2,598,821,539	234,342,571	8%	2	20%	55.8
San Bruno City of	929,865,974	849,620,197	80,245,777	9%	2	20%	58.3
Port Hueneme City of	500,546,894	456,100,759	44,446,135	9%	2	20%	59.9
Soquel Creek Water District	1,046,626,000	826,889,000	219,737,000	21%	2	20%	60.3
Paramount City of	1,628,999,712	1,623,382,034	5,617,679	0%	2	20%	61.2
Golden State Water Company Bay Point	512,238,443	452,672,802	59,565,641	12%	2	20%	61.9
Amador Water Agency	899,761,000	773,623,400	126,137,600	14%	2	20%	61.9
Golden State Water Company Florence Graham	1,246,577,219	1,227,482,326	19,094,894	2%	2	20%	62.1
Compton City of	1,858,895,919	1,837,323,747	21,572,172	1%	2	20%	65.0
South Gate City of	2,066,696,383	2,017,629,675	49,066,708	2%	2	20%	66.5
Golden State Water Company Southwest	7,303,405,789	6,894,299,322	409,106,467	6%	2	20%	66.7
Estero Municipal Improvement District	1,137,677,797	1,077,438,670	60,239,127	5%	2	20%	67.2
California Water Service Company King City	428,820,478	403,729,918	25,090,560	6%	2	20%	67.2
Menlo Park City of	1,058,240,665	769,095,397	289,145,268	27%	2	20%	67.7
Huntington Park City of	1,171,761,731	1,128,423,492	43,338,240	4%	2	20%	67.8

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Golden State Water Company S San Gabriel	664,867,252	637,528,317	27,338,935	4%	2	20%	68.1
Oxnard City of	5,742,131,037	5,086,123,686	656,007,351	11%	2	20%	68.1
Redwood City City of	2,525,846,774	2,179,170,327	346,676,447	14%	2	20%	68.4
Morro Bay City of	316,836,255	281,236,756	35,599,499	11%	2	20%	69.5
Inglewood City of	2,457,964,645	2,284,776,001	173,188,643	7%	2	20%	70.0
Goleta Water District	3,523,431,480	3,053,227,871	470,203,609	13%	2	20%	70.0
Lompoc City of	1,253,200,000	1,106,800,000	146,400,000	12%	2	20%	70.5
City of Big Bear Lake, Dept of Water & Power	610,520,000	590,469,860	20,050,140	3%	2	20%	70.5
Sweetwater Springs Water District	208,544,913	177,491,272	31,053,641	15%	2	20%	71.4
Golden State Water Company Artesia	1,402,138,690	1,348,796,812	53,341,879	4%	2	20%	71.7
McKinleyville Community Service District	344,448,000	300,869,000	43,579,000	13%	2	20%	72.1
Golden State Water Company Norwalk	1,214,317,928	1,131,519,080	82,798,848	7%	2	20%	73.2
San Lorenzo Valley Water District	416,952,583	335,050,267	81,902,316	20%	2	20%	73.8
Mountain View City of	2,967,854,797	2,531,213,885	436,640,912	15%	2	20%	74.0
Sweetwater Authority	5,185,495,337	4,886,767,783	298,727,554	6%	2	20%	74.1
San Gabriel Valley Water Company	9,747,519,587	9,124,165,807	623,353,780	6%	2	20%	74.4
Marina Coast Water District	1,063,425,908	946,396,368	117,029,540	11%	2	20%	74.8
Santa Ana City of	9,729,076,397	9,323,684,636	405,391,760	4%	2	20%	77.1
Sunnyvale City of	4,612,426,949	3,920,970,221	691,456,728	15%	2	20%	77.3
Vallejo City of	4,410,308,000	4,020,375,000	389,933,000	9%	2	20%	77.5
Dublin San Ramon Services District	2,779,417,000	1,959,505,000	819,912,000	29%	2	20%	77.5
California Water Service Company Dominguez	8,444,765,582	8,077,205,172	367,560,410	4%	2	20%	78.3
Montebello Land and Water Company	859,407,071	791,398,619	68,008,451	8%	2	20%	78.5
Valley County Water District	2,033,127,821	1,853,913,772	179,214,049	9%	2	20%	78.8
Santa Barbara City of	3,348,530,727	2,632,951,217	715,579,509	21%	2	20%	78.9
American Canyon, City of	915,968,361	777,155,653	138,812,708	15%	2	20%	79.1
Santa Clara City of	5,338,900,000	4,749,500,000	589,400,000	11%	2	20%	79.4
Alameda County Water District	10,539,100,000	8,458,900,000	2,080,200,000	20%	2	20%	80.2
Crestline Village Water District	185,010,871	167,499,027	17,511,844	9%	2	20%	80.3
Monterey Park City of	649,960,000	594,880,000	55,080,000	8%	2	20%	80.4
California Water Service Company Redwood Valley	108,182,674	82,440,411	25,742,263	24%	2	20%	80.6
Scotts Valley Water District	311,979,632	253,857,835	58,121,797	19%	2	20%	81.0
Greenfield, City of	573,049,890	501,684,126	71,365,764	12%	2	20%	81.2

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
California Water Service Company Mid Peninsula	3,986,792,209	3,551,780,554	435,011,655	11%	2	20%	81.5
San Diego City of	47,355,303,598	46,452,597,390	902,706,208	2%	2	20%	81.8
Long Beach City of	14,658,100,592	13,842,168,619	815,931,973	6%	2	20%	82.4
California Water Service Company Salinas District	4,612,101,098	4,065,974,106	546,126,992	12%	2	20%	82.9
Pomona City of	5,817,361,333	5,468,536,077	348,825,256	6%	2	20%	83.5
Rohnert Park City of	1,267,000,000	1,124,000,000	143,000,000	11%	2	20%	83.6
East Bay Municipal Utilities District	52,390,500,000	46,127,500,000	6,263,000,000	12%	2	20%	83.8
Lynwood City of	1,264,349,156	1,237,371,916	26,977,240	2%	2	20%	84.4
Hi-Desert Water District	744,117,577	733,074,472	11,043,105	1%	2	20%	85.2
Golden State Water Company Culver City	1,415,824,450	1,344,756,254	71,068,196	5%	2	20%	85.2
Hawthorne City of	1,070,747,789	1,135,592,223	-64,844,434	-6%	2	20%	85.6
Santa Rosa City of	5,454,466,874	4,447,473,373	1,006,993,501	18%	2	20%	86.5
Windsor, Town of	963,136,985	817,896,531	145,240,453	15%	2	20%	86.8
Millbrae City of	668,885,610	603,267,242	65,618,369	10%	2	20%	87.6
Burlingame City of	1,288,363,748	1,075,113,151	213,250,598	17%	2	20%	87.8
Great Oaks Water Company Incorporated	2,641,791,567	2,210,783,322	431,008,244	16%	2	20%	88.0
California Water Service Company Oroville	830,595,287	682,007,037	148,588,251	18%	2	20%	88.1
Westminster City of	3,064,371,990	2,956,971,359	107,400,630	4%	2	20%	88.2
San Buenaventura City of	4,446,346,994	3,813,888,925	632,458,069	14%	2	20%	88.9
Otay Water District	8,209,272,756	7,888,634,952	320,637,804	4%	2	20%	89.9
Fountain Valley City of	2,438,968,604	2,305,516,153	133,452,452	5%	2	20%	90.6
Santa Fe Springs City of	1,526,056,730	1,408,567,739	117,488,991	8%	2	20%	90.7
California Water Service Company Stockton	6,808,665,567	6,318,910,872	489,754,695	7%	2	20%	91.3
Golden State Water Company West Orange	4,000,477,969	3,830,090,258	170,387,711	4%	2	20%	91.9
Irvine Ranch Water District	15,406,744,246	15,015,266,341	391,477,904	3%	2	20%	92.3
Adelanto city of	1,091,834,544	993,603,394	98,231,150	9%	2	20%	92.4
Los Angeles Department of Water and Power	139,452,680,105	130,343,503,463	9,109,176,642	7%	2	20%	92.8
Crescent City City of	583,110,000	710,650,000	-127,540,000	-22%	2	20%	92.8
Hollister City of	832,612,930	742,476,980	90,135,950	11%	2	20%	92.9
Mesa Water District	4,434,609,825	4,283,056,327	151,553,499	3%	2	20%	92.9
California Water Service Company Hermosa/Redondo	2,984,799,071	2,983,495,666	1,303,406	0%	2	20%	93.4
Bellflower-Somerset Mutual Water Company	1,350,031,789	1,268,477,694	81,554,095	6%	2	20%	94.3
Rowland Water District	2,857,000,142	2,756,214,295	100,785,846	4%	2	20%	94.5

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

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	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Crescenta Valley Water District	1,200,433,997	1,043,760,838	156,673,159	13%	2	20%	94.5
San Jose Water Company	36,046,000,000	31,608,300,000	4,437,700,000	12%	2	20%	94.6
Azusa City of	5,165,530,597	4,670,763,054	494,767,543	10%	2	20%	95.0
El Segundo City of	1,692,179,532	1,788,496,457	-96,316,925	-6%	2	20%	95.4
Mid-Peninsula Water District	823,925,361	712,822,442	111,102,919	13%	2	20%	96.3
Calexico City of	1,524,360,000	1,440,570,000	83,790,000	5%	2	20%	96.8
Watsonville City of	2,045,660,752	1,803,744,576	241,916,176	12%	2	20%	96.9
Torrance City of	3,906,665,343	3,703,464,394	203,200,950	5%	2	20%	97.3
Lomita City of	591,013,026	547,632,425	43,380,600	7%	2	20%	97.4
Golden State Water Company Barstow	1,595,531,512	1,445,509,515	150,021,997	9%	2	20%	98.3
Escondido City of	4,625,134,351	4,059,907,513	565,226,838	12%	2	20%	98.8
Marin Municipal Water District	7,006,662,670	5,966,662,221	1,040,000,448	15%	2	20%	99.8
San Gabriel County Water District	1,612,133,643	1,485,957,453	126,176,190	8%	2	20%	100.5
Pittsburg City of	2,481,549,000	2,226,323,000	255,226,000	10%	2	20%	100.7
Huntington Beach City of	7,506,541,568	7,116,888,432	389,653,136	5%	2	20%	100.9
Oceanside City of	6,988,111,948	6,765,555,423	222,556,525	3%	2	20%	100.9
Santa Monica City of	3,462,200,000	3,321,100,000	141,100,000	4%	2	20%	101.0
Norwalk City of	559,456,000	511,830,000	47,626,000	9%	2	20%	101.0
Ukiah City of	678,601,000	551,722,000	126,879,000	19%	2	20%	101.0
Fairfield City of	5,435,000,000	4,853,000,000	582,000,000	11%	2	20%	101.1
Helix Water District	8,454,736,636	8,067,103,778	387,632,858	5%	2	20%	101.1
Camarillo City of	2,747,943,839	2,399,416,293	348,527,546	13%	2	20%	101.1
San Jose City of	5,294,000,000	4,707,000,000	587,000,000	11%	2	20%	101.1
Soledad, City of	581,571,300	531,785,500	49,785,800	9%	2	20%	101.2
Golden State Water Company S Arcadia	908,701,874	851,189,098	57,512,777	6%	2	20%	101.4
California-American Water Company Sacramento District	8,801,191,649	7,285,565,423	1,515,626,225	17%	2	20%	101.4
Carpinteria Valley Water District	1,160,826,158	1,028,941,051	131,885,107	11%	2	20%	101.8
El Monte City of	328,279,000	312,936,000	15,343,000	5%	2	20%	101.9
Groveland Community Services District	127,297,632	96,625,396	30,672,236	24%	2	20%	102.0
Whittier City of	2,041,957,743	2,084,064,264	-42,106,521	-2%	2	20%	102.3
Fortuna City of	303,008,000	276,986,000	26,022,000	9%	2	20%	102.6
Glendale City of	6,839,188,070	6,346,086,881	493,101,189	7%	2	20%	103.2
Alhambra City of	2,575,148,433	2,329,573,763	245,574,669	10%	2	20%	103.3

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Lathrop, City of	1,149,290,000	990,960,000	158,330,000	14%	2	20%	104.9
Anaheim City of	16,337,538,847	15,992,788,037	344,750,810	2%	2	20%	105.1
Vista Irrigation District	4,896,569,394	4,632,303,886	264,265,507	5%	2	20%	105.3
Gilroy City of	2,328,666,000	1,995,678,000	332,988,000	14%	2	20%	105.8
California Water Service Company Kern River Valley	222,882,376	201,376,182	21,506,194	10%	2	20%	105.9
Humboldt Community Service District	610,120,000	573,669,000	36,451,000	6%	2	20%	106.6
Coachella City of	1,395,900,000	1,294,010,000	101,890,000	7%	2	20%	106.9
Palo Alto City of	3,180,440,852	2,685,999,460	494,441,392	16%	2	20%	107.3
Napa City of	3,605,871,891	3,247,435,321	358,436,570	10%	2	20%	107.6
Orchard Dale Water District	589,289,272	550,757,340	38,531,931	7%	2	20%	107.8
Perris, City of	437,809,090	430,597,020	7,212,070	2%	2	20%	108.9
Downey City of	4,090,256,554	3,834,059,128	256,197,426	6%	2	20%	109.3
Lakewood City of	2,086,631,973	1,856,580,866	230,051,107	11%	3	25%	110.8
City of Newman Water Department	559,946,000	448,854,000	111,092,000	20%	3	25%	110.8
Milpitas City of	2,719,687,979	2,424,775,231	294,912,748	11%	3	25%	111.0
Golden State Water Company Placentia	1,868,334,327	1,778,757,770	89,576,557	5%	3	25%	112.5
Vallecitos Water District	4,390,033,350	4,037,168,840	352,864,510	8%	3	25%	112.9
Buena Park City of	3,777,921,445	3,441,805,698	336,115,747	9%	3	25%	113.1
Del Oro Water Company	369,631,917	306,051,990	63,579,927	17%	3	25%	113.2
Manhattan Beach City of	1,219,661,891	1,153,188,200	66,473,691	5%	3	25%	113.3
Pico Rivera City of	1,267,056,981	1,099,162,034	167,894,948	13%	3	25%	113.3
Livermore City of Division of Water Resources	1,642,615,000	1,199,514,000	443,101,000	27%	3	25%	113.4
Beaumont-Cherry Valley Water District	3,172,199,486	3,139,252,648	32,946,838	1%	3	25%	113.6
Pleasanton City of	4,439,552,000	3,099,891,000	1,339,661,000	30%	3	25%	113.7
Suburban Water Systems San Jose Hills	7,160,122,399	6,833,016,444	327,105,955	5%	3	25%	113.8
California Water Service Company Livermore	2,781,467,781	1,909,163,511	872,304,270	31%	3	25%	114.6
San Luis Obispo City of	1,387,716,506	1,278,706,170	109,010,336	8%	3	25%	114.7
Lakeside Water District	1,064,566,388	977,942,044	86,624,343	8%	3	25%	114.9
El Toro Water District	2,331,141,109	2,239,576,858	91,564,251	4%	3	25%	115.3
San Clemente City of	2,270,663,084	2,331,434,375	-60,771,291	-3%	3	25%	116.6
California Water Service Company Marysville	575,127,769	496,597,575	78,530,194	14%	3	25%	117.1
Sunny Slope Water Company	1,052,785,122	950,022,234	102,762,888	10%	3	25%	117.4
Healdsburg City of	540,150,000	446,810,000	93,340,000	17%	3	25%	118.2

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	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Valencia Water Company	7,817,224,611	6,780,899,767	1,036,324,844	13%	3	25%	118.4
San Fernando City of	839,719,127	786,931,196	52,787,931	6%	3	25%	118.4
Eureka City of	860,874,000	799,778,000	61,096,000	7%	3	25%	118.6
Alco Water Service	1,156,954,000	1,028,617,000	128,337,000	11%	3	25%	120.7
Moulton Niguel Water District	7,135,207,799	6,864,125,480	271,082,319	4%	3	25%	121.4
Riverside City of	17,427,511,870	15,956,944,380	1,470,567,490	8%	3	25%	122.5
Twentynine Palms Water District	666,765,336	641,552,256	25,213,080	4%	3	25%	123.0
North Marin Water District	2,457,000,000	1,986,810,000	470,190,000	19%	3	25%	123.0
Brea City of	2,826,761,129	2,727,376,444	99,384,685	4%	3	25%	123.7
Delano City of	2,386,120,000	2,229,650,000	156,470,000	7%	3	25%	124.0
El Centro City of	1,978,323,000	1,910,544,000	67,779,000	3%	3	25%	124.5
Brawley City of	1,842,390,000	1,088,690,000	753,700,000	41%	3	25%	125.0
Petaluma City of	2,407,770,000	2,071,485,000	336,285,000	14%	3	25%	125.1
South Coast Water District	1,639,847,306	1,549,814,557	90,032,749	5%	3	25%	125.7
Arroyo Grande City of	776,210,684	654,635,517	121,575,167	16%	3	25%	125.7
Eastern Municipal Water District	22,059,815,756	21,154,600,492	905,215,264	4%	3	25%	125.7
Tuolumne Utilities District	1,441,240,862	992,152,425	449,088,437	31%	3	25%	126.2
La Palma City of	545,401,972	497,342,471	48,059,501	9%	3	25%	127.3
California Water Service Company Dixon, City of	382,549,575	346,705,918	35,843,657	9%	3	25%	127.4
Tracy City of	4,529,625,694	3,497,663,768	1,031,961,925	23%	3	25%	127.5
Lake Arrowhead Community Services District	440,648,885	386,238,213	54,410,671	12%	3	25%	127.7
Martinez City of	1,027,679,751	871,695,210	155,984,540	15%	3	25%	128.1
Reedley City of	1,302,000,000	1,109,000,000	193,000,000	15%	3	25%	128.8
Davis City of	3,023,400,000	2,527,400,000	496,000,000	16%	3	25%	129.0
California Water Service Company Willows	364,301,895	318,682,696	45,619,200	13%	3	25%	129.0
Sacramento City of	28,979,000,000	23,440,000,000	5,539,000,000	19%	3	25%	129.3
Burbank City of	4,712,137,486	4,362,205,638	349,931,847	7%	3	25%	130.1
Ventura County Waterworks District No. 8	5,424,122,854	4,896,895,245	527,227,609	10%	3	25%	130.2
Padre Dam Municipal Water District	2,952,148,758	2,752,858,026	199,290,733	7%	3	25%	130.6
Ontario City of	8,782,999,363	8,499,508,622	283,490,741	3%	3	25%	131.3
Pico Water District	1,029,001,320	960,057,631	68,943,690	7%	3	25%	131.5
Santa Maria City of	3,370,607,161	3,257,210,864	113,396,297	3%	3	25%	131.5
Valley of the Moon Water District	800,300,880	646,691,259	153,609,621	19%	3	25%	131.5

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
San Juan Capistrano City of	2,040,416,466	1,962,283,810	78,132,655	4%	3	25%	131.8
Laguna Beach County Water District	872,082,691	867,064,579	5,018,112	1%	3	25%	132.0
Santa Margarita Water District	7,105,190,366	6,932,489,109	172,701,256	2%	3	25%	132.3
Monte Vista Water District	2,603,464,922	2,359,464,115	244,000,807	9%	3	25%	133.3
Lincoln Avenue Water Company	613,030,807	557,668,649	55,362,157	9%	3	25%	133.8
San Gabriel Valley Fontana Water Company	10,907,224,816	10,188,722,419	718,502,397	7%	3	25%	134.3
Tehachapi, City of	582,624,632	536,291,818	46,332,814	8%	3	25%	134.6
North Tahoe Public Utility District	350,120,000	332,141,000	17,979,000	5%	3	25%	134.7
Fresno City of	36,603,191,424	30,513,707,650	6,089,483,774	17%	3	25%	134.9
Golden State Water Company Simi Valley	1,830,698,487	1,657,215,187	173,483,300	9%	3	25%	134.9
Fullerton City of	7,215,373,767	6,969,105,034	246,268,733	3%	3	25%	135.0
Pasadena City of	8,349,297,631	7,614,975,148	734,322,483	9%	3	25%	136.0
Suburban Water Systems Whittier/La Mirada	5,584,910,982	5,234,793,399	350,117,583	6%	3	25%	136.2
Big Bear City Community Services District	266,135,894	256,898,007	9,237,888	3%	3	25%	136.3
Lake Hemet Municipal Water District	2,880,852,466	2,579,961,258	300,891,208	10%	3	25%	136.4
Suisun-Solano Water Authority	1,038,300,000	918,300,000	120,000,000	12%	3	25%	136.5
Diablo Water District	1,487,225,000	1,338,770,000	148,455,000	10%	3	25%	137.8
Garden Grove City of	6,584,316,860	6,185,605,054	398,711,806	6%	3	25%	138.3
Woodland City of	2,938,159,020	2,454,292,204	483,866,816	16%	3	25%	139.0
Antioch City of	4,642,068,000	4,042,923,000	599,145,000	13%	3	25%	139.0
Contra Costa Water District	8,855,338,380	7,547,370,752	1,307,967,628	15%	3	25%	139.9
Rialto City of	2,544,482,555	2,596,683,954	-52,201,399	-2%	3	25%	140.8
Sunnyslope County Water District	694,319,032	596,249,460	98,069,572	14%	3	25%	141.5
San Bernardino City of	11,535,034,614	10,722,937,586	812,097,028	7%	3	25%	143.6
Cerritos City of	2,219,233,953	1,991,297,621	227,936,332	10%	3	25%	143.7
San Jacinto City of	756,372,530	651,046,816	105,325,714	14%	3	25%	144.1
Tulare, City of	4,805,328,900	4,324,313,800	481,015,100	10%	3	25%	144.7
Sacramento County Water Agency	9,991,675,171	8,451,666,395	1,540,008,776	15%	3	25%	145.3
Benicia City of	1,543,102,018	1,217,315,761	325,786,257	21%	3	25%	146.1
Orange City of	7,732,617,288	7,437,395,896	295,221,393	4%	3	25%	146.3
Stockton City of	8,304,530,000	7,263,300,000	1,041,230,000	13%	3	25%	146.3
Ceres City of	1,985,969,000	1,848,968,000	137,001,000	7%	3	25%	147.3
Monrovia City of	1,885,000,000	1,673,000,000	212,000,000	11%	3	25%	147.5

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Chino City of	3,332,449,959	3,123,999,542	208,450,416	6%	3	25%	147.6
Apple Valley Ranchos Water Company	4,101,713,205	3,942,264,436	159,448,769	4%	3	25%	147.7
Sonoma City of	583,798,675	494,362,234	89,436,441	15%	3	25%	147.8
Humboldt Bay Municipal Water District	146,056,000	148,820,000	-2,764,000	-2%	3	25%	148.1
Victorville Water District	4,985,852,685	4,486,322,447	499,530,238	10%	3	25%	149.1
Paso Robles City of	1,705,474,000	1,511,094,000	194,380,000	11%	3	25%	149.5
Sanger City of	1,552,776,000	1,422,246,000	130,530,000	8%	3	25%	149.6
Rubidoux Community Service District	1,400,190,000	1,335,510,000	64,680,000	5%	3	25%	149.8
Phelan Pinon Hills Community Services District	635,139,826	675,206,517	-40,066,691	-6%	3	25%	150.3
Covina City of	1,500,350,310	1,393,914,200	106,436,110	7%	3	25%	150.4
California-American Water Company Los Angeles District	5,579,752,754	5,179,473,602	400,279,151	7%	3	25%	151.4
Golden State Water Company San Dimas	3,063,589,946	2,950,649,842	112,940,105	4%	3	25%	151.4
Patterson City of	1,040,156,104	948,595,320	91,560,784	9%	3	25%	151.9
Yreka, City of	593,290,000	519,800,000	73,490,000	12%	3	25%	151.9
Trabuco Canyon Water District	764,121,596	767,705,962	-3,584,366	0%	3	25%	152.4
Arvin Community Services District	740,072,884	667,768,501	72,304,383	10%	3	25%	153.6
San Dieguito Water District	1,583,703,106	1,621,176,020	-37,472,914	-2%	3	25%	154.0
Atascadero Mutual Water Company	1,291,000,000	1,056,900,000	234,100,000	18%	3	25%	154.6
Santa Paula City of	1,218,270,506	1,081,725,724	136,544,782	11%	3	25%	154.7
Manteca City of	3,844,580,000	3,212,645,000	631,935,000	16%	3	25%	154.9
Castaic Lake Water Agency Santa Clarita Water Division	7,358,051,073	6,493,567,237	864,483,836	12%	3	25%	154.9
Roseville City of	8,448,024,096	6,930,859,852	1,517,164,244	18%	3	25%	155.0
La Verne City of	2,094,159,141	1,955,656,970	138,502,171	7%	3	25%	155.2
Nipomo Community Services District	665,258,273	527,032,098	138,226,175	21%	3	25%	156.0
Imperial, City of	687,420,000	671,127,000	16,293,000	2%	3	25%	156.1
Lamont Public Utility District	993,121,000	914,688,000	78,433,000	8%	3	25%	156.4
Walnut Valley Water District	5,119,451,770	4,877,344,159	242,107,610	5%	3	25%	158.4
Chino Hills City of	3,952,965,804	3,587,674,904	365,290,900	9%	3	25%	159.1
Thousand Oaks City of	3,106,634,920	2,792,709,655	313,925,265	10%	3	25%	159.3
Rosamond Community Service District	719,200,000	712,000,000	7,200,000	1%	3	25%	160.0
Corona City of	8,699,410,000	8,297,070,000	402,340,000	5%	3	25%	160.4
Hesperia Water District City of	3,676,581,651	3,538,094,794	138,486,856	4%	3	25%	160.5
Fillmore City of	482,079,202	446,216,000	35,863,202	7%	3	25%	160.6

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Joshua Basin Water District	409,078,118	382,604,644	26,473,473	6%	3	25%	161.3
Calaveras County Water District	1,468,843,000	1,200,100,000	268,743,000	18%	3	25%	161.5
East Valley Water District	5,405,695,956	4,782,879,831	622,816,125	12%	3	25%	161.7
Tustin City of	2,984,049,613	2,895,189,929	88,859,684	3%	3	25%	162.0
Brentwood City of	3,038,220,000	2,663,210,000	375,010,000	12%	3	25%	162.4
California Water Service Company Los Altos/Suburban	3,714,706,268	3,136,645,836	578,060,431	16%	3	25%	162.5
Mission Springs Water District	2,072,832,166	1,979,439,888	93,392,277	5%	3	25%	162.7
Yuba City City of	4,215,490,000	3,629,080,000	586,410,000	14%	3	25%	162.7
Palmdale Water District	5,291,175,472	5,010,063,446	281,112,026	5%	3	25%	163.2
California-American Water Ventura District	4,397,006,571	3,988,454,052	408,552,519	9%	3	25%	163.6
Porterville City of	3,123,277,400	2,849,237,200	274,040,200	9%	3	25%	164.0
Madera City of	2,268,235,000	2,115,715,000	152,520,000	7%	3	25%	164.8
Golden State Water Company Ojai	564,830,864	487,636,661	77,194,203	14%	4	35%	165.5
Blythe City of	806,370,000	811,680,000	-5,310,000	-1%	4	35%	165.5
South Pasadena City of	1,045,005,526	935,193,595	109,811,931	11%	4	35%	166.1
Ramona Municipal Water District	1,087,105,531	1,049,746,665	37,358,866	3%	4	35%	166.8
La Habra City of Public Works	2,397,728,848	2,535,032,864	-137,304,016	-6%	4	35%	167.3
Banning City of	2,219,758,574	2,058,002,667	161,755,907	7%	4	35%	167.7
Livingston City of	1,870,481,000	1,810,513,000	59,968,000	3%	4	35%	167.9
Dinuba City of	1,126,830,000	977,550,000	149,280,000	13%	4	35%	169.8
Folsom City of	5,476,678,514	4,592,545,306	884,133,208	16%	4	35%	170.7
Loma Linda City of *	1,379,990,569	1,323,839,525	56,151,044	4%	4	35%	172.4
Hanford City of	3,229,776,700	2,793,029,816	436,746,884	14%	4	35%	173.6
Lemoore City of	1,967,044,000	1,783,354,000	183,690,000	9%	4	35%	173.7
Jurupa Community Service District	6,546,170,411	6,107,698,865	438,471,545	7%	4	35%	174.0
Turlock City of	5,571,505,100	4,909,059,441	662,445,659	12%	4	35%	174.1
Pismo Beach City of	434,216,578	359,495,587	74,720,991	17%	4	35%	175.1
Indio City of	5,340,000,000	5,006,100,000	333,900,000	6%	4	35%	175.2
Mammoth Community Water District	499,483,000	447,407,000	52,076,000	10%	4	35%	175.6
California Water Service Company Selma	1,492,399,536	1,239,212,977	253,186,559	17%	4	35%	175.8
California Water Service Company Visalia	8,033,215,230	7,144,292,537	888,922,693	11%	4	35%	176.6
Hemet City of	1,116,063,947	1,045,970,047	70,093,900	6%	4	35%	176.7
Western Municipal Water District of Riverside	5,887,379,311	5,683,989,367	203,389,944	3%	4	35%	176.9

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Newhall County Water District	2,611,216,927	2,326,139,289	285,077,638	11%	4	35%	178.5
West Kern Water District	4,045,106,581	3,679,048,346	366,058,235	9%	4	35%	180.2
Rincon Del Diablo Municipal Water District	1,766,766,437	1,514,883,284	251,883,153	14%	4	35%	182.2
Shafter City of	1,350,000,000	1,154,000,000	196,000,000	15%	4	35%	182.9
Triunfo Sanitation District / Oak Park Water Service	687,285,830	597,937,369	89,348,461	13%	4	35%	184.0
Vacaville City of	4,536,829,418	3,868,833,993	667,995,425	15%	4	35%	185.5
Los Angeles County Public Works Waterworks District 40	12,870,711,018	11,980,791,220	889,919,798	7%	4	35%	185.6
California Water Service Company Bakersfield	18,863,864,960	16,841,305,153	2,022,559,807	11%	4	35%	186.2
Galt City of	1,302,667,000	1,052,546,000	250,121,000	19%	4	35%	186.4
Cucamonga Valley Water District	12,916,078,335	12,778,430,872	137,647,463	1%	4	35%	187.6
Wasco City of	1,096,680,000	952,170,000	144,510,000	13%	4	35%	187.6
California Water Service Company Chico District	6,759,462,002	5,680,893,778	1,078,568,223	16%	4	35%	188.1
South Tahoe Public Utilities District	1,641,227,000	1,550,474,000	90,753,000	6%	4	35%	189.3
Winton Water & Sanitary District	432,243,000	400,904,000	31,339,000	7%	4	35%	189.3
Carlsbad Municipal Water District	4,342,002,850	4,259,269,173	82,733,677	2%	4	35%	189.3
Riverbank City of	860,786,846	737,503,990	123,282,856	14%	4	35%	191.6
Modesto, City of	15,589,770,183	13,698,086,925	1,891,683,258	12%	4	35%	192.7
El Dorado Irrigation District	10,044,044,386	7,600,810,386	2,443,234,000	24%	4	35%	193.1
Morgan Hill City of	2,262,311,000	1,786,089,000	476,222,000	21%	4	35%	193.4
Exeter City of	600,332,681	535,287,408	65,045,273	11%	4	35%	194.4
Kerman, City of	880,465,000	769,624,000	110,841,000	13%	4	35%	194.7
Citrus Heights Water District	3,723,178,405	3,023,575,391	699,603,014	19%	4	35%	195.4
San Bernardino County Service Area 70	457,322,702	431,251,330	26,071,373	6%	4	35%	196.0
Colton, City of	2,519,711,330	2,487,549,794	32,161,536	1%	4	35%	196.0
Georgetown Divide Public Utilities District	512,901,000	410,416,000	102,485,000	20%	4	35%	196.4
Oakdale City of	1,417,000,000	1,139,000,000	278,000,000	20%	4	35%	197.6
Elsinore Valley Municipal Water District	6,567,437,756	6,285,445,931	281,991,825	4%	4	35%	199.6
Fallbrook Public Utility District	3,340,661,415	3,012,268,347	328,393,068	10%	4	35%	200.0
Sierra Madre City of	616,142,059	546,575,118	69,566,941	11%	4	35%	203.6
Atwater City of	2,358,960,000	1,821,770,000	537,190,000	23%	4	35%	203.7
Lee Lake Water District	760,491,304	738,717,756	21,773,548	3%	4	35%	204.4
Poway City of	2,984,245,124	2,893,299,991	90,945,133	3%	4	35%	204.8
Shasta Lake City of	309,004,338	258,461,000	50,543,338	16%	4	35%	205.5

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

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	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Newport Beach City of	4,220,349,478	3,924,557,845	295,791,633	7%	4	35%	206.6
Redding City of	7,109,010,000	5,934,100,000	1,174,910,000	17%	4	35%	208.2
Lodi City of Public Works Department	3,904,230,000	3,932,720,000	-28,490,000	-1%	4	35%	209.1
Elk Grove Water Service	1,982,552,982	1,615,618,816	366,934,166	19%	4	35%	209.7
Ventura County Waterworks District No 1	2,688,665,294	2,241,890,403	446,774,892	17%	4	35%	210.1
Golden State Water Company Orcutt	1,941,781,239	1,705,636,709	236,144,529	12%	4	35%	210.1
Lincoln City of	2,592,190,000	2,158,050,000	434,140,000	17%	4	35%	211.1
West Valley Water District	5,029,549,361	4,747,557,536	281,991,825	6%	4	35%	212.6
Sacramento Suburban Water District	9,630,759,000	8,318,514,000	1,312,245,000	14%	4	35%	212.9
Nevada Irrigation District	2,750,729,000	2,339,997,000	410,732,000	15%	4	35%	215.7
Rubio Canyon Land and Water Association	561,116,157	508,002,375	53,113,783	9%	4	35%	215.9
Norco City of	2,009,949,357	1,856,691,656	153,257,702	8%	4	35%	216.1
Beverly Hills City of	2,984,049,613	2,900,957,499	83,092,114	3%	4	35%	216.6
Carmichael Water District	2,598,570,000	2,107,250,000	491,320,000	19%	4	35%	220.2
Riverside Highland Water Company	971,591,200	889,248,544	82,342,656	8%	4	35%	220.9
Yorba Linda Water District	5,380,523,933	5,128,021,662	252,502,271	5%	4	35%	221.3
Olivenhain Municipal Water District	5,326,497,766	5,149,755,952	176,741,814	3%	4	35%	222.0
Olivehurst Public Utility District	1,161,641,529	959,245,393	202,396,137	17%	4	35%	222.4
Rio Linda - Elverta Community Water District	770,017,391	629,595,315	140,422,076	18%	4	35%	225.0
Upland City of	5,523,683,657	5,024,215,355	499,468,301	9%	4	35%	226.2
Discovery Bay Community Services District	986,000,000	808,000,000	178,000,000	18%	4	35%	226.5
California Water Service Company Bear Gulch	3,623,142,017	3,228,861,790	394,280,227	11%	4	35%	227.7
Corcoran City of	1,162,447,000	950,206,000	212,241,000	18%	4	35%	228.4
Glendora City of	3,108,798,089	3,089,127,284	19,670,805	1%	4	35%	228.9
Los Banos, City of	2,053,870,000	1,905,101,000	148,769,000	7%	4	35%	229.2
Clovis City of	6,737,008,000	6,080,852,000	656,156,000	10%	4	35%	229.8
Camrosa Water District	2,469,015,365	2,141,221,863	327,793,502	13%	4	35%	231.4
East Niles Community Service District	2,504,168,216	2,213,508,744	290,659,473	12%	4	35%	231.4
Rio Vista, city of	641,312,000	606,333,000	34,979,000	5%	4	35%	235.0
Placer County Water Agency	7,686,123,771	6,395,079,193	1,291,044,578	17%	4	35%	235.1
West Sacramento City of	3,567,747,274	2,941,460,832	626,286,443	18%	4	35%	238.5
Montecito Water District	1,577,349,003	836,688,709	740,660,294	47%	4	35%	240.5
Paradise Irrigation District	1,721,400,000	1,355,900,000	365,500,000	21%	4	35%	241.1

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

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	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Fruitridge Vista Water Company	1,000,084,300	823,053,400	177,030,900	18%	4	35%	242.3
Los Angeles County Public Works Waterworks District 29	2,383,427,229	2,356,081,777	27,345,452	1%	4	35%	242.8
Fair Oaks Water District	3,068,959,978	2,450,034,519	618,925,459	20%	4	35%	243.3
Indian Wells Valley Water District	1,861,884,000	1,789,365,000	72,519,000	4%	4	35%	244.1
San Bernardino County Service Area 64	758,722,238	679,807,540	78,914,699	10%	4	35%	246.3
Pinedale County Water District	267,792,348	224,289,932	43,502,416	16%	4	35%	247.0
Truckee-Donner Public Utilities District	1,264,764,466	1,144,274,188	120,490,278	10%	4	35%	247.8
Anderson, City of	572,342,000	498,676,000	73,666,000	13%	4	35%	248.6
Golden State Water Company Claremont	2,873,781,490	2,604,204,605	269,576,886	9%	4	35%	249.9
California Water Service Company Palos Verdes	5,184,622,055	4,979,661,507	204,960,548	4%	4	35%	250.9
California City City of	1,192,746,563	1,264,824,899	-72,078,336	-6%	4	35%	251.3
Casitas Municipal Water District	777,155,653	678,096,820	99,058,834	13%	4	35%	253.2
Yucaipa Valley Water District	2,981,840,000	2,837,629,000	144,211,000	5%	4	35%	253.4
Golden State Water Company Cordova	4,051,962,495	3,483,514,680	568,447,814	14%	4	35%	265.5
Red Bluff City of	904,393,249	764,891,212	139,502,037	15%	4	35%	270.9
East Orange County Water District	247,060,552	225,554,358	21,506,194	9%	4	35%	271.6
Bakman Water Company	1,032,655,497	893,235,946	139,419,551	14%	4	35%	277.3
Bakersfield City of	11,705,594,680	10,744,390,565	961,204,114	8%	4	35%	277.5
Merced City of	6,872,130,000	6,271,910,000	600,220,000	9%	4	35%	279.6
Hillsborough Town of	877,331,034	658,647,771	218,683,262	25%	4	35%	281.2
Ripon City of	1,431,002,833	1,223,409,134	207,593,699	15%	4	35%	282.0
Susanville City of	560,250,000	602,070,000	-41,820,000	-7%	4	35%	287.6
Valley Center Municipal Water District	6,829,813,325	6,798,466,417	31,346,907	0%	4	35%	288.4
Bella Vista Water District	3,596,422,200	1,864,847,717	1,731,574,483	48%	4	35%	288.7
California Water Service Company Antelope Valley	186,061,165	216,691,199	-30,630,034	-16%	4	35%	291.4
Arcadia City of	4,352,404,027	4,033,916,843	318,487,185	7%	4	35%	291.5
Madera County	891,468,716	660,496,910	230,971,806	26%	4	35%	298.4
Oildale Mutual Water Company	2,485,920,537	2,317,129,497	168,791,039	7%	4	35%	303.5
Tahoe City Public Utilities District	372,523,331	326,265,848	46,257,483	12%	4	35%	307.8
Kingsburg, City of	1,009,319,000	825,793,000	183,526,000	18%	4	35%	308.0
Quartz Hill Water District	1,430,054,382	1,276,190,597	153,863,785	11%	4	35%	308.1
Linda County Water District	971,706,000	880,037,000	91,669,000	9%	4	35%	312.3
Las Virgenes Municipal Water District	5,714,163,209	5,470,784,778	243,378,431	4%	4	35%	323.0

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
California Water Service Company Westlake	2,085,449,133	1,928,388,745	157,060,388	8%	4	35%	326.5
Orange Vale Water Company	1,274,470,101	1,008,190,832	266,279,269	21%	4	35%	336.2
Redlands City of	7,033,861,488	6,969,114,810	64,746,679	1%	4	35%	341.5
Rancho California Water District	16,377,618,572	16,074,902,597	302,715,976	2%	4	35%	366.9
Coachella Valley Water District	28,323,853,249	27,188,261,025	1,135,592,223	4%	4	35%	368.7
Desert Water Agency	8,823,730,792	8,310,188,943	513,541,849	6%	4	35%	378.5
San Juan Water District	3,594,268,324	2,773,624,539	820,643,785	23%	4	35%	383.7
South Feather Water and Power Agency	1,435,400,000	1,292,100,000	143,300,000	10%	4	35%	391.5
Valley Water Company	999,093,060	898,861,161	100,231,899	10%	4	35%	396.6
Rainbow Municipal Water District	3,976,593,060	3,760,749,074	215,843,985	5%	4	35%	428.5
Vaughn Water Company	3,206,837,858	2,989,389,519	217,448,339	7%	4	35%	464.6
Serrano Water District	829,682,903	749,230,186	80,452,717	10%	4	35%	520.1
Golden State Water Company Cowan Heights	703,676,157	691,163,462	12,512,695	2%	4	35%	556.5
Myoma Dunes Mutual Water Company	757,700,108	707,153,944	50,546,164	7%	4	35%	562.7
Santa Fe Irrigation District	2,820,156,121	2,869,480,251	-49,324,131	-2%	4	35%	584.3
Statewide	1,626,751,431,372	1,478,173,631,488	148,577,799,883	9%			



Drought Update

Tuesday, April 14, 2015

Governor Brown Directs First Ever Statewide Mandatory Water Reductions: On April 1, Governor Brown issued an [Executive Order](#) to save water, increase enforcement to prevent wasteful water use, streamline the state's drought response and invest in new technologies to make California more drought resilient. Governor Brown unveiled the actions at the April 1 announcement of the state's lowest snowpack on record. Updates on the Executive Order's implementation can be found at www.drought.ca.gov.

CURRENT CONDITIONS

Recent Precipitation: Last week, up to 2 inches of rain and snow fell along the North Coast and the Northern Sierra. The Central Valley, Southern Sierra, and Central Coast received as much as 1 inch of precipitation. Very light precipitation (0.1-0.2 inch) occurred in coastal Southern California.

Below are precipitation totals (in inches) from Monday, April 6, through Monday, April 13, and year-to-date rainfall based on the water year cycle (October 1, 2014 to September 30, 2015).

- | | |
|---------------------------------------|--|
| • Bakersfield: 0.06" (4.59") | • Pacific House: 1.28" (25.88") |
| • Folsom Dam: 0.79" (23.91") | • Redding: 1.12" (30.92") |
| • Fresno: 0.56" (5.16") | • Riverside: 0.06" (3.91") |
| • Hetch Hetchy: 2.18" (15.89") | • Sacramento: 0.76" (12.63") |
| • Los Angeles: 0.13" (7.46") | • San Diego: 0.00" (6.51") |
| • Modesto: 0.42" (9.77") | • Shasta Dam: 1.92" (48.92") |
| • Oroville: 1.32" (24.64") | • Willits: 1.36" (37.36") |

Precipitation Forecast: A small storm system is bringing limited precipitation to far northern California Monday early this week. Warm and dry conditions return across state for the remainder of this week. Isolated snow and rain showers are possible over the Sierra by next weekend.

Snow Survey: The latest [manual snow surveys](#), conducted on April 1, recorded California snowpack at 5 percent of the historic April 1 average. A more recent update using the [automated snow sensors](#) captured the recent series of winter storms and boosted the snowpack by a few percent, which is the first significant increase in the last two months. As of April 8, the statewide snowpack conditions now stand at 8 percent of average. Regionally, both the Northern and Central Sierra Nevada are at 8 percent of average while the Southern Sierra Nevada is at 7 percent of average.

Reservoir Levels (% capacity): Since the last report on April 3, Central Valley reservoirs from Shasta and Trinity in the North to Isabella in the South had a net loss in storage of 16,500 acre-feet. Shasta Reservoir increased by 19,800 acre-feet, while San Luis Reservoir, an off-stream reservoir for the Central Valley Project and State Water Project, decreased its storage by 16,200 acre-feet.

[Reservoir Levels](#) as of April 9 remain low, including: Castaic Lake 30% of capacity (33% of year to date average); Don Pedro 43% of capacity (58% of average); Exchequer 9% of capacity (16% of average); Folsom Lake 59% of capacity (87% of average); Lake Oroville 51% of capacity (65% of average); Lake Perris 39% (46% of average); Millerton Lake 39% of capacity (55% of average); New Melones 22% of capacity (36% of average); Pine Flat 19% of capacity (33% of average); San Luis 65% of capacity (72% of average); Lake Shasta 60% of capacity (72% of average); and Trinity Lake 49% of capacity (61% of average). An update of water levels at [other smaller reservoirs](#) is also available.

Fire Activity: Since the beginning of the year, CAL FIRE has responded to over 630 wildfires across the state, burning 3,358 acres in the State Responsibility Area. This fire activity is above the five year average for the same time period with 441 fires and 1,239 acres burned. CAL FIRE continues to prepare for the wildfire season through training, and is prepared to augment staffing across the State in response to the drought conditions.

Statewide Open Burn Ban Update: Although burn bans have been lifted throughout the State during the winter, restrictions on burning remain in place in many areas. Some jurisdictions still require homeowners to obtain a burn permit. Daily fire and weather conditions will dictate whether burning is permissible that day.

Vulnerable Water Systems: The State Water Board [Division of Drinking Water Programs](#) continues to provide technical and funding assistance to several communities facing drinking water shortages, and is monitoring water systems across the state to determine if new support is needed. As of this week, approximately \$14.9 million has been committed for specific emergency drinking water projects out of \$15 million appropriated in March 2014 for this purpose, while more funding for this emergency program has been provided by the recent emergency drought appropriation in March.

KEY ACTION ITEMS FROM THIS WEEK

- **Governor Brown Signs \$1 Billion Emergency Drought Package:** On March 27, Gov. Jerry Brown [signed](#) an emergency legislative package that speeds up the disbursement of more than \$1 billion in funding for drought relief and critical water infrastructure projects. The emergency legislation also accelerates emergency food aid, drinking water, water recycling, water conservation, water system modeling, species tracking, infrastructure and flood protection funding.
- **Urban Water Conservation Dips in February:** On April 7, the State Water Board released [urban water conservation](#) data showing Californians reduced water use by just 2.8% in February, compared with the same period in 2013. This February data shows the lowest monthly statewide water savings since local water usage data collection began last July. Since the State Board started collecting water production data last summer, the savings rate is varied throughout California, with some cities and urban areas posting higher savings and others posting lower savings.
- **State Water Board Mandates Outdoor Watering Restrictions Statewide as Drought Worsens:** On March 17, the State Water Board [extended existing emergency water conservation regulations](#) and added a few more in an effort to push residents to conserve even more water as the state enters its fourth year of drought. The State Water Board has mandated urban water agencies to adopt restrictions on outdoor watering and cautioned that it may consider “more significant” actions in the weeks to come.

On April 7, the State Water Board released a fact sheet and proposed regulatory framework for implementing the required [25% reduction in urban water](#) use outlined in the April 1 executive order issued by Gov. Jerry Brown. The State Water Board plans to release a draft Emergency Regulation later this week on April 17, an Emergency Rulemaking Notice on April 28, and will consider approval at a State Board hearing on May 5 or 6.

- **State Board Warns of Imminent Water Right Curtailments across the State:** On April 3, the State Water Board [notified the holders of more than 36,000 water rights](#) across the state, including some senior right holders, that their rights to divert water are likely to be curtailed soon due to California's ongoing drought and record-low snowpack. The warning is designed to give water right holders advance notice to help them make spring planting decisions. The warning is the second one this year; the first was issued in January.

On Monday, April 6, the Executive Director issued a revised Temporary Urgency Change Order (TUCO) covering State and Federal Water Project Operations for April thru June. The TUCO included flow changes to provide minimal relief for migratory fish, reduced Delta outflows, and an intermediate export rate, among other changes.

- **Energy Commission Approves Regulations Requiring Water Efficient Appliances:** On April 8, the California Energy Commission approved [higher water efficiency standards for toilets, urinals and faucets](#) on an emergency basis, as directed in Governor Brown's April 1 Executive Order. The strengthened standards, approved unanimously by the Commission, will reduce water usage by as much as a half for devices sold after January 1, 2016. Officials estimate that these changes will save 10.3 billion gallons of water in the first year, as well as 30.6 million therms of natural gas and 218 gigawatt hours of electricity. Over 10 years, water savings could total an estimated 730 billion gallons or 3.1 million acre feet.
- **Caltrans Continues Pursuing 50 Percent Water Reduction, Backs Irrigation Limits:** On April 2, Caltrans [announced](#) that the California Transportation Commission allocated emergency funding to continue installing smart sprinklers on state property. This technology automatically adjusts to weather conditions, soil moisture or broken pipes, and has already helped cut water use 50 percent where installed by Caltrans.

As one of the State's largest departments, responsible for landscaping that span the size of 22,600 football fields, Caltrans' conservation efforts contribute significant water savings. Conservation efforts have helped the department reduce water consumption by an estimated 30 percent since last year. Caltrans has also cancelled all new landscaping projects that are not legally required.

- **Continued Dry Conditions Force Bureau to Adhere to Low Initial Allocation Estimate:** On March 27, the U.S. Bureau of Reclamation announced that California's continuing dry conditions have forced the Bureau to adhere to its [initial water supply allocation](#) of zero percent for its junior water contractors, since limited water supplies have meant that the Bureau cannot provide full water allocations to its senior water contractors. As the water year progresses, the Bureau will continue to monitor changes to hydrology and opportunities to exercise operational flexibility of the Central Valley Project that could change the allocation.

- **Emergency Food Aid, Rental, and Utility Assistance:** The Department of Social Services (CDSS) has provided to date over 581,000 boxes of food to community food banks in drought-impacted counties. Approximately 532,000 boxes of food have been picked up by 279,497 households. By Friday, April 17, an additional 10,800 boxes will be delivered to four counties. Local food banks continue to target food aid to residents most impacted by drought.

The non-profit group La Cooperativa continues to distribute the \$10 million state-funded emergency rental assistance to impacted families and individuals across counties most impacted by the drought. As of Thursday, April 2, the Department of Housing and Community Development (HCD) has reported that a total of \$8,650,130 is committed; and \$7,487,663 in funds has been issued to 4,534 applicants in 21 counties.

The Department of Community Services and Development (CSD) allocated an additional \$600,000, under the federally-funded Community Services Block Grant (CSBG), to continue the [Drought Water Assistance Program \(DWAP\)](#) pilot project which provides financial assistance to help low-income families pay their water bills. This program targets low-income families in 10 counties identified as experiencing a high unemployment rate, high share of agricultural workers and designated to have “exceptional” drought conditions according to the U.S. Drought Monitor Classification System. These counties are Fresno, Kern, Kings, Madera, Merced, Monterey, San Benito, Santa Cruz, Stanislaus and Tulare. Services under this allocation for DWAP resumed April 1, 2015, due to additional funding provided by the recent emergency drought appropriation this past March.

CSD is in the process of allocating \$400,000, under CSBG, to continue the Migrant and Seasonal Farmworker (MSFW) drought assistance program, which provides assistance in employment training and placement services to individuals impacted by the drought. This program has been provided in coordination with the California Human Development (CHD), Central Valley Opportunity Center (CVOC), and Center for Employment Training (CET) and Proteus, which provides employment training and placement services to migrant and seasonal farmworkers suffering job loss or reduced employment due to the drought. CSD is finalizing contract terms with these organizations and anticipates services to begin June 1, 2015.

- **California’s Water Conservation Education Program Kicks off New Campaign:** A day after Governor Jerry Brown’s historic drought executive order including mandatory water conservation, Save Our Water [launched](#) “Keep Saving CA,” a statewide public education campaign that gives Californians a pat on the back for their water-saving efforts to date – and asks them to do more. Save Our Water is a partnership between the Association of California Water Agencies (ACWA) and the Department of Water Resources. The Keep Saving CA campaign will run through the end of June and includes billboards, outdoor media, traditional and digital radio, digital and social media, and on-the-street efforts that will be seen and heard throughout the state. The campaign includes a robust new website loaded with easy-to-use water-saving tips at saveourwater.com. Save Our Water connects with Californians on its [Facebook](#) page, [Twitter](#) and [Instagram](#) accounts.
- **Current and Past California Droughts Detailed in New DWR Report:** On Wednesday, March 25, the Department of Water Resources (DWR) released a new report, “California’s Most Significant Droughts: Comparing Historical and Recent Conditions,” which [compares the severity and impacts of California’s most significant droughts](#), including the current drought which began in 2012.

- **CDFW Releases Report on the Impacts of Marijuana Cultivation on Fish:** On Thursday, March 26, the Department of Fish & Wildlife (CDFW) released a new report titled, “Impacts of Surface Water Diversions for Marijuana Cultivation on Aquatic Habitat in Four Northwestern California Watersheds,” which [illustrates the devastating effect of marijuana cultivation](#) on state and federally listed salmon and steelhead trout. The report identifies negative impacts such as water pollution, loss of habitat and reduced flows due to surface water diversion.
- **PPIC Launches Water Policy Center, Releases New Set of Reports Focused on Water Challenges:** On Wednesday, April 1, the Public Policy Institute of California (PPIC) launched a new [water policy center](#) that will provide objective scientific research and explore water policy topics in an effort to find solutions to California’s most pressing water challenges. The center will focus on three critical, interrelated, water management challenges facing California which include ensuring clean and reliable water supplies, building healthy resilient ecosystems; and preparing for droughts and floods.
- **Drought Response Funding:** The \$687 million in state drought funding that was appropriated last March through emergency legislation, as well as \$142 million provided in the 2014 Budget Act, continues to advance toward meeting critical needs. To date, \$236 million has been expended, and nearly \$625 million of the emergency funds appropriated in March came from sources dedicated to capital improvements to water systems. Since March, the Department of Water Resources has expedited grant approvals, getting \$21 million immediately allocated to grantees that were pre-approved for certain projects.

As planned in March, the next \$200 million of expedited capital funding was awarded in October, and the remaining \$250 million will be granted by fall 2015. The 2014 Budget Act appropriated an additional \$53.8 million to CAL FIRE over its typical budget to enhance firefighter surge capacity and retain seasonal firefighters beyond the typical fire season. In the event drought conditions continue through next year, the proposed 2015-16 Governor’s Budget includes an additional \$115 million to continue critical drought response efforts.

- **Governor’s Drought Task Force:** The Task Force continues to take actions that conserve water and coordinate state response to the drought.

Local Government

- **Local Emergency Proclamations:** A total of 54 local Emergency Proclamations have been received to date from city, county, and tribal governments, as well as special districts:
 - o **24 Counties:** El Dorado, Glenn, Inyo, Humboldt, Kern, Kings, Lake, Madera, Mariposa, Merced, Modoc, Plumas, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Shasta, Siskiyou, Sonoma, Sutter, Trinity, Tulare, Tuolumne, and Yuba.
 - o **9 Cities:** City of Live Oak (Sutter County), City of Lodi (San Joaquin County), City of Montague (Siskiyou County), City of Portola (Plumas County), City of Ripon (San Joaquin County), City of San Juan Bautista (San Benito County), City of Santa Barbara (Santa Barbara County), and City of West Sacramento (Yolo County), and City of Willits (Mendocino County).

- o **9 Tribes:** Cortina Indian Rancheria (Colusa County), Hoopa Valley Tribe (Humboldt County), Karuk Tribe (Siskiyou/Humboldt Counties), Kashia Band of Pomo Indians of the Stewarts Point Rancheria (Sonoma County), Picayune Rancheria of Chukchansi Indians (Madera County) Sherwood Valley Pomo Indian Tribe (Mendocino County), Tule River Indian Tribe (Tulare County), Yocha Dehe Wintun Nation (Yolo County), and Yurok Tribe (Humboldt County).
- o **12 Special Districts:** Carpinteria Valley Water District (Santa Barbara County), Goleta Water District (Santa Barbara County), Groveland Community Services District (Tuolumne County), Lake Don Pedro Community Services District (Mariposa Stanislaus County), Mariposa Public Utility District (Mariposa County), Meiners Oaks Water District (Ventura County), Montecito Water District (Santa Barbara County), Mountain House Community Service District (San Joaquin County), Nevada Irrigation District (Nevada County), Placer County Water Agency (Placer County), Tuolumne Utilities District (Tuolumne County), and Twain Harte Community Services District (Tuolumne County).
- **Water Agency Conservation Efforts:** The Association of California Water Agencies (AWCA) [has identified](#) several hundred local water agencies that have implemented water conservation actions. These water agencies [are responding to the drought](#) by implementing conservation programs, which include voluntary calls for reduced water usage and mandatory restrictions where water shortages are worst.
- **County Drought Taskforces:** A total of 29 counties have established drought task forces to coordinate local drought response. These counties include: Butte, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Madera, Mendocino, Merced, Modoc, Monterey, Nevada, Orange, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Siskiyou, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, and Yolo.
- **Tribal Taskforce:** A total of 4 tribes have established drought task forces to coordinate tribal drought response. These tribes include: Hoopa Valley Tribe (Humboldt County), Yurok Tribe (Humboldt Counties) and Sherwood Valley Tribe (Mendocino County), and Kashia Band of Pomo Indians (Sonoma County).

DROUGHT RELATED WEBSITES FOR MORE INFORMATION

[Drought.CA.Gov](#): California's Drought Information Clearinghouse

State's Water Conservation Campaign, [Save our Water](#)
Local Government, [Drought Clearinghouse and Toolkit](#)

California Department of Food and Agriculture, [Drought information](#)

California Department of Water Resources, [Current Water Conditions](#)

California Data Exchange Center, [Snow Pack/Water Levels](#)

California State Water Resources Control Board, Water Rights, [Drought Info and Actions](#)

California Natural Resources Agency, [Drought Info and Actions](#)

State Water Resources Control Board, Drinking Water, [SWRCB Drinking Water Program](#)

California State Water Project, [Information](#)

[U.S. Drought Monitor](#) for Current Conditions throughout the Region

[U.S. Drought Portal](#), National Integrated Drought Information System (NIDIS)

National Weather Service [Climate Predictor Center](#)

USDA Drought Designations by County [CA County Designations](#)

USDA Disaster and Drought Assistance Information [USDA Programs](#)

U.S. Small Business Administration Disaster Assistance Office: www.sba.gov/disaster