



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 16, 2018, 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: 260-235-006 and 260-242-016. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Greg Shelton and Steve Penn. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 298 North Main Street, Suites 2 and 3. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Steve Feleay. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Viviana Torres. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.95 – Liability Claim: Claimant: Jan Philip Guzman. Agency claimed against: City of Porterville.
- 6** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff.
- 7** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Council Member Hamilton

Invocation

PRESENTATIONS

Employee of the Month - Christopher Barrientos
Strathmore Spartan Football - CIF State Champions

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - December 20, 2017
2. SJVAPCD Governing Board Meeting - December 21, 2017
3. Eastern Tule Groundwater Sustainability Agency (GSA) - January 4, 2018

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 - January 4, 2018
 2. Library & Literacy Commission - January 9, 2018
 3. Arts Commission
 4. Animal Control Commission - January 8, 2018
 5. Youth Commission - January 8, 2018
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update

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 November 21, 2017, and December 5, 2017**
Re: Considering approval of the draft minutes of November 21, 2017, and December 5, 2017.
2. **Digester #4 Mixing Pump Impeller Replacement**
Re: Considering approval of the purchase of a digester #4 impeller and wear rings from JM Squared Associates, Inc. for an amount not to exceed \$13,200.
3. **Specialized Equipment Repair - Huber Screw Press**
Re: Considering approval of the repair of Huber Screw Press to Huber Technology, Incorporated for an amount not to exceed \$23,404.69.
4. **Authorization to Purchase Playground Shade Structure**
Re: Considering approval of the purchase and installation of a playground shade structure for the upper playground at Murry Park from Gametime for \$15,116.44.
5. **Approval of Reorganization within the Prevention Division of the Fire Department related to Code Enforcement Personnel**
Re: Considering approval of the creation and allocation of two Code Enforcement Officer I positions, and the reclassification of the current Code Enforcement Officer position to a Code Enforcement Officer II.
6. **Request for Approval to Purchase Sophos SG-330 Security FireWall Appliance**
Re: Considering approval of the purchase of the Sophos XG-330 firewall appliance from SHI at a cost of \$10,419, plus applicable sales tax and shipping.
7. **Acceptance of Project - Putnam Avenue and D Street Traffic Signal Project**
Re: Considering acceptance of a project from Loop Electric, and authorizing the filing of the Notice of Completion for the project consisting of the installation of a new traffic signal, along with accessible curb ramps at the intersection of Putnam Avenue and D Street.
8. **Authorization to Issue an Architectural Request for Qualifications for Design and Construction Assistance Services - Animal Shelter Facility (185 N. D Street)**
Re: Considering approval to issue an Architectural Services Request for Qualifications for the Animal Shelter Project.
9. **Assignment of Airport Lease - Lot 45**
Re: Considering approval of the Assignment of Airport Lease for Lot 45 between the City of Porterville and Gillespie Ag Service to Aircraft 445, LLC.

10. CDBG Citizens' Advisory and Housing Opportunity Committee

Re: Consideration of the appointment of existing committee members to the Citizens' Advisory and Housing Opportunity Committee for a one-year term, and adoption of the Participation Plan.

11. Status Report - Developer Impact Fees

Re: Considering acceptance of status report on Developer Impact Fees for the Fiscal Year ended June 30, 2017.

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

PUBLIC HEARINGS

12. Jaye Street Crossing D-Overlay Modification and Conditional Use Permit (2017-036-C) for Aldi's Grocery Store

Re: Consideration of a resolution approving the development of a 22,000± square foot grocery store, including the off-sale of beer and wine with a Type 20 ABC license at the northeast corner of Jaye Street and State Route 190.

SCHEDULED MATTERS

13. Status and Review of Declaration of Local Emergency

Re: Consideration of the continuance of the Declaration of Local Emergency.

Adjourn to a joint meeting of the City Council and the Successor Agency to the Porterville Redevelopment Agency.

**PORTERVILLE CITY COUNCIL AND SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY JOINT MEETING AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
JANUARY 16, 2018**

Roll Call: City Council and Agency Members

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

**JOINT CITY COUNCIL/SUCCESSOR AGENCY SCHEDULED
MATTERS**

SA-14. Review and Approval of Proposed Administrative Budget

Re: Consideration of a resolution approving the Administrative Budget for the period of July 1, 2018, through June 30, 2019, and its submittal to the Oversight Board.

SA-15. Review and Approval of Draft Recognized Obligation Payment Schedule for Fiscal Year 2018-19

Re: Consideration of a resolution approving the Recognized Obligation Payment Schedule 18-19 for the period of July 1, 2018, through June 30, 2019, authorizing any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 18-19 to requirements imposed by the DOF, and its submittal to the Oversight Board.

CC/SA Purchase of Real Property - APN 261-122-007

- 16.** Re: Consideration of Successor Agency action to adopt a resolution approving the Purchase Agreement and authorizing the sale of real property located at 14 N. Main Street to the City of Porterville for the appraised value of \$220,000; and City Council action to adopt a resolution approving the purchase and accepting said real property.

Adjourn to a meeting of the Public Financing Authority.

PORTERVILLE PUBLIC FINANCING AUTHORITY AGENDA
291 N. MAIN STREET, PORTERVILLE, CA 93257
JANUARY 16, 2018

Roll Call: Public Financing Authority

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

PUBLIC FINANCING SCHEDULED MATTERS

PFA- Annual Meeting of the Porterville Public Financing Authority

- 17.** Re: Considering approval of the 2017 Status Report for the Redevelopment Bond Issue #1 and refinance of Tax Allocation Bond Projects.

Adjourn to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of February 6, 2018.

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 – JANUARY 16, 2018

SUBJECT: 1. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: As Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community, the City transitioned from Phase III to Phase IV of the City's Water Conservation Plan, which became effective December 1, 2017. The Water Conservation Plan applies to all municipal water users within or not within city limits. As part of the Phase IV implementation, the City has reduced watering days, to a one day per week watering schedule, based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday or Friday. Watering of an outdoor landscape is prohibited during, and within 48 hours after, measurable rainfall, which is defined as greater than 0.01 of an inch.

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 Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of December 2017 show that a total of 8 Notice of Violations were issued for water wasting; 0 resulted in an Administrative Citation.

Water production for December 2017 shows a 19% increase from the 5-year average. The production for the month of December 2017 was 221 million gallons, which when compared to the production for the month of December 2013 of 194 million gallons, equates to a 14% increase. Residential consumption for December 2017 was 86.31 gallons per capita per day (GPCD).

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of 28% with an additional 2% reduction for climate adjustment, making the City's conservation standard 26%. After reviewing the Water Board's Self-Certification criteria for the City of Porterville, Council approved maintaining the current imposed standard of 26%. The continuation of the current standard keeps a standardized message the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable

Groundwater Management Act (SGMA).

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. During the extended regulation, agency reporting will continue to monitor the performance of urban water conservation, with a preparedness to return back to a 25% state mandate early next year if necessary.

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. The cumulative total for the City of Porterville's conservation efforts will reflect June 2015 through December 2017. Porterville's cumulative total conservation through December 2017 is 25.53%.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Drought Response Phase IV Flyer
 2. Monthly Production Status December 2017

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



DROUGHT RESPONSE Phase IV

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed ONE day a week to water lawns and landscapes. No watering allowed Monday through Fridays.

Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

No watering outdoor landscapes during and within 48 hours after measurable rainfall (>0.01 inches).

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 IV water conservation regulations could result in citations with fines up to \$500.

DROUGHT RESPONSE PHASE IV

The City of Porterville has adopted Phase IV of its Drought Response Plan. As part of the Phase IV plan, the City has restricted watering days to one day per week, based on address.

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering day is Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering day is Sunday *only*.

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

**The washing of
sidewalks and driveways
is prohibited**

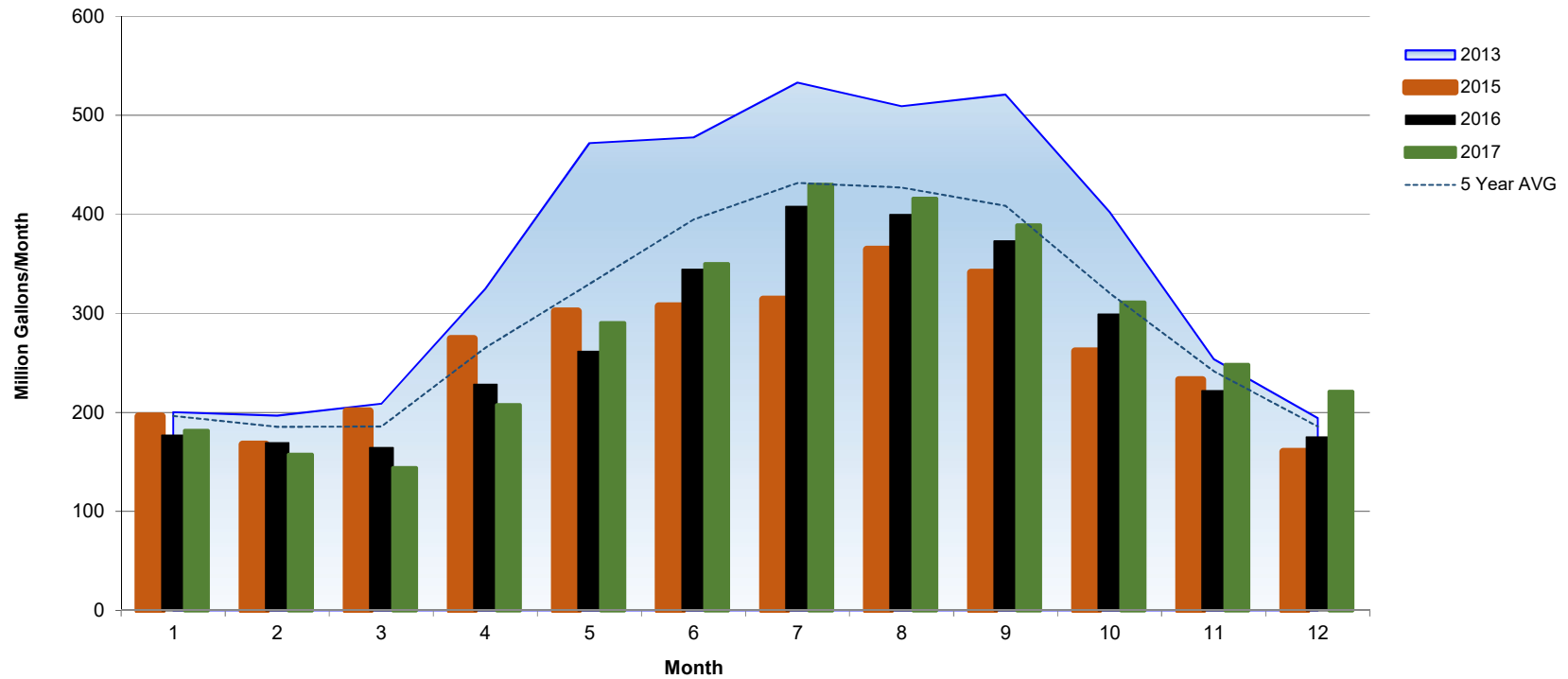
**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

**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**

**NO WATERING
MONDAY THROUGH
FRIDAY.**

**Monthly Production Status & Cumulative Total June 15/16 Through
December 2017 Production Comparison to 2013 & 5 Year Average**



Cumulative Total 25.5%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%

Percent Comparison to 2013 Production



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: City Council Minutes of November 21, 2017, and December 5, 2017

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of November 21, 2017, and December 5, 2017, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of November 21, 2017, and December 5, 2017.

ATTACHMENTS:

1. Draft Minutes of November 21, 2017
2. Draft Minutes of December 5, 2017

Appropriated/Funded:

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
NOVEMBER 21, 2017, 5:30 PM**

Called to Order at 5:30 p.m.

Roll Call: Council Member Reyes, Council Member Hamilton, Council Member Flores,
Vice Mayor Ward, Mayor Stowe

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, wished everyone safe travels for the Thanksgiving holiday.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 -- Conference with Real Property Negotiators/Property: APN: 260-235-006 and 260-242-016. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Greg Shelton and Steve Penn. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association.
- 3** - Government Code Section 54956.95 – Liability Claim: Application for Late Filing. Claimant: Gregorio Carranza. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 -- Liability Claim: Claimant: Jeffrey Stowe. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.95 -- Liability Claim: Claimant: Home Rental Company. Agency claimed against: City of Porterville.
- 6** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff.
- 7** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

City Attorney Lew reported action pertaining to A-3, A-4, and A-5, as follows:

- A-3 On a MOTION made by Council Member Cameron Hamilton, and SECONDED by Vice Mayor Brian Ward the City Council unanimously deny the application for late filing of a claim submitted by Gregorio Carranza.

Documentation: M.O. 01-112117

Disposition: Denied filing of late claim.

- A-4 On a MOTION made by Council Member Cameron Hamilton, and SECONDED by Council Member Martha Flores the City Council unanimously reject the claim submitted by Jeffrey Stowe.

Documentation: M.O. 02-112117

Disposition: Claim Rejected.

- A-5 On a MOTION made by Mayor Milt Stowe, and SECONDED by Council Member A. Monte Reyes the City Council reject the claim submitted by Home Rental Company.

AYES: Reyes, Hamilton, Flores, Stowe

NOES: Ward

ABSTAIN: None

ABSENT: None

Documentation: M.O. 03-112117

Disposition: Claim Rejected.

The Pledge of Allegiance was led by Council Member Monte Reyes.

Invocation – Mayor Stowe participated.

PRESENTATIONS

Legacy Awards – Hoagie’s & Billiou’s

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) - November 13, 2017
Council Member Flores reported on the adoption of resolutions; the approval of TCAG Committee Guideline Adjustments; the approval of the Regional Active Transportation Plan amendment; and provided an update on current rehabilitation projects. A further item of action was a request to approve a revised payment option for the City of Lindsay Measure R Loan repayment program. An Ad Hoc Committee was formed to make a recommendation and further discuss.

2. Joint City/School Committee - November 13, 2017
Council Member Flores read a list of attendees and reported on some of the items considered, including but not limited to construction project updates, safe routes to schools, School Resource Officer programs, after school youth programs, watering schedule, and the 2018 Farmers Market.

3. Tulare County Task Force On Homelessness - November 15, 2017
City Manager Lollis reported on the discussion of the Homeless Summit, establishing a Homeless Taskforce Website, and the Taskforce being in receipt of a letter sent by Assemblyman Devon Mathis asking to be appointed to the Task Force.

4. Council Of Cities - November 15, 2017

City Manager Lollis reported on the proposed National Park fee increase and on the adoption of a letter of opposition by the City of Visalia who inquired if other Cities would do the same. He also reported on a Legislative update in which the Governor did not sign the Small Cell Tower legislation which has now been taken to the federal level.

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 – November 11, 2017

Commissioner Janet Uresti presented the Commission's Report which included information pertaining to the Veterans Day Run, Downtown Christmas Tree Lighting, Zalud House Annual Candlelight Tours, and the Annual Senior Christmas Dinner.

2. Library & Literacy Commission - November 14, 2017

Commissioner Allan Bailey reported on the Commission's discussion regarding the joint meeting held with Council and thanked the Council for their direction; and reported on monthly highlights which included Story Time participants, Library tours, volunteer hours, mini-reading program participants, Annual Halloween Contest participants, and the upcoming opportunities to meet Santa at the library.

3. Arts Commission

4. Animal Control Commission - November 13, 2017

5. Youth Commission - November 13, 2017

Youth Commissioner Jake Buckley presented the Commission's Report which included information about ideas for a group project and their role in the Step-Up Banner Contest.

6. Transactions And Use Tax Oversight Committee (TUTOC) - November 14, 2017

II. Staff Informational Reports

1. Water Conservation Phase III Status Update

ORAL COMMUNICATIONS

- Brock Neeley encouraged the Council to pull and vote down Item No. 6 and warned the Council that if passed, it could possibly be in violation of the Brown act.

CONSENT CALENDAR

Item No. 6 was pulled for further discussion.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Cameron Hamilton that the City Council approve Items Nos. 1-5. The motion carried unanimously.

1. POLICE DEPARTMENT PURCHASE OF SPEED/MESSAGE TRAILER

Recommendation: That the City Council:

1. Authorize the purchase of a Speed/Message Trailer from All Traffic Solutions in the amount of \$8,717.20; and
2. Authorize the payment for the trailer upon delivery.

Documentation: M.O. 04-112117

Disposition: Approved.

2. AUTHORIZATION TO PAINT THE ZALUD HOUSE ROOF

Recommendation: That the City Council authorize the painting of the Zalud House roof for an amount not to exceed \$5,925.00.

Documentation: M.O. 05-112117

Disposition: Approved.

3. ACCEPTANCE OF FINAL SUBDIVISION MAP – SUMMIT ESTATES TWO, PHASE 1 (GARY SMEE)

Recommendation: That City Council:

1. Approve the final subdivision map of Summit Estates Two, Phase 1;
2. Accept all offers of dedication shown on the final map or by separate deed document; and
3. Authorize the City Clerk to file said map with the County Recorder.

Documentation: M.O. 06-112117

Disposition: Approved.

4. RELINQUISHMENT OF REPURCHASE OPTION - 1835 S. THUNDERBOLT DRIVE

Recommendation: That the City Council authorize the Mayor and City Manager to sign the Quitclaim Deed and any other applicable documents to relinquish the Repurchase Option.

Documentation: M.O. 07-112117

Disposition: Approved.

5. FREE PUBLIC TRANSPORTATION TO HOMELESS CONNECT EVENT

Recommendation: That the City Council authorize free bus transportation to participants for the Project Homeless Connect event on January 25, 2018.

Documentation: M.O. 08-112117

Disposition: Approved.

PUBLIC HEARINGS

7. PORTER'S CROSSING COMMERCIAL CENTER PROPOSAL OF A GENERAL PLAN AMENDMENT, ZONE CHANGE AND CONDITIONAL USE PERMIT

Recommendation: That the City Council:

1. Adopt the draft resolution approving a Negative Declaration of environmental impact;
2. Adopt the draft resolution approving a General Plan Amendment to change APN 246-111-008 land use designation from High Density Residential to Retail Center;
3. Approve the draft ordinance approving Zone Change for APN 246-111-008 from High Density Residential Zone to Retail Center Zone, contingent upon General Plan Amendment;
4. Waive further reading of the draft ordinance, approving the Zone Change, and order it to print; and
5. Adopt the draft resolution containing findings and conditions in support of approval of Conditional Use Permit for two Type 41 and one Type 47 on-sale alcohol licenses within Census Tract 35.02 for the proposed Porter's Crossing Commercial Center at the northeast corner of Henderson Avenue and Prospect Street contingent upon Zone Change and General Plan Amendment.

City Manager Lollis introduced the item. Community Development Director Jenni Byers presented the staff report and indicated that a noticing error had occurred. She stated that public comments could be accepted, but that the Public Hearing would need to be continued to the next meeting.

The Public Hearing opened at 7:21 p.m.

- Brock Neeley spoke of the 2012 project that was proposed in the same area and of the required changes to the radius of the curb line at the intersection of Prospect and Henderson; and inquired if those changes would still be required.
- Jim Winton spoke on behalf of the developer for Porter's Crossing and indicated that the required change of radius would be constructed at the same time the intersection was upgraded. He also addressed the delay in the Project, the traffic study, and the proposed block wall.
- Barry Caplan expressed his excitement about the Legacy Awards and congratulated the recipients. He stated that the intersection was not bicycle traffic friendly; asked staff to provide more details about the bike and pedestrian plans; and expressed his disappointment in the appearance of the City caused by the commercial building showing its backface to the street.
- Sunny Basra, owner/developer of the property north of the proposed project, informed the Council that he would be proposing a zone change for the area and

asked that the Council not require the applicant to build a wall, as they were working with the applicant on a joint access.

The Public Hearing was closed, and reopened at 7:36 p.m.

Documentation: None.

Disposition: Public Hearing continued to the meeting of December 5, 2017.

SCHEDULED MATTERS

8. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

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

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member A. Monte Reyes that the City Council approve the continued Declaration of Local Emergency. The motion carried unanimously.

Documentation: M.O. 09-112117

Disposition: Approved.

6. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - CONSIDER "THE SPIRIT OF CHRISTMAS" DRAFT EDITORIAL

Recommendation: That the City Council approve Council Member Flores's request to consider "The Spirit of Christmas" draft editorial prepared by Vice Mayor Ward as a Scheduled Matter at its December 5th meeting.

City Manager Lollis introduced the item and presented the staff report. Council Member Flores stated that she had requested the item be placed on the agenda because the editorial had members of the Council named, and as such should be approved by the Council in a meeting.

Attorney Lew advised that the Council decide whether or not to bring the item back to the meeting of December 5, 2017, for consideration.

Vice Mayor Ward spoke of his intentions in drafting the editorial, and stated that he did not intend for the editorial to become City Business. Attorney Lew advised that in order for there not to be a perceived Brown Act conflict, Vice Mayor Ward should not add the Council Members in their official capacity. Vice Mayor Ward stated that he would remove "Porterville City Council" and "Council Member" from the editorial.

COUNCIL ACTION: MOVED by Council Member Martha Flores, SECONDED by Council

Member Cameron Hamilton that the City Council bring back the item for discussion at the meeting of December 5, 2017. The motion failed.

AYES: Flores
NOES: Reyes, Hamilton, Ward, Stowe
ABSTAIN: None
ABSENT: None

Documentation: M.O. 10-112117

Disposition: Motion failed.

ORAL COMMUNICATIONS

- Brock Neeley suggested that Vice Mayor Ward add .cfm to the City website link on his editorial, "The Spirit of Christmas" in order for it to work properly.

OTHER MATTERS

- Council Member Flores wished everyone a Happy Thanksgiving.
- Council Member Hamilton invited the Council to Grandma Mildred's 109th birthday celebration and to the Senior Christmas Luncheon on December 10th; congratulated Mayor Stowe on his new granddaughter; and applauded City Staff for their efforts on Veteran's Day.
- Council Member Reyes spoke of his time with Porterville College students where he talked about City Government; wished everyone a Happy Thanksgiving; and stated that his family would be enjoying a technology-free Thanksgiving.
- Vice Mayor Ward wished everyone a Happy Thanksgiving; expressed his appreciation for serving with the Council; and thanked the Fire and Police Department's for keeping everyone safe during the Holiday.
- Mayor Stowe thanked City Staff for their efforts on Veteran's Day; invited everyone to the Tree Lighting Ceremony; spoke of his interview with students at Jim Maples Academy; and expressed his gratitude for living in this Country.
- City Manager Lollis thanked Staff for their work during the Battle of the Badges event and invited everyone to the Christmas Parade and the State of the City address at Galaxy 9 Theatres.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 7:56 p.m. to the meeting of December 5, 2017.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 5, 2017, 5:30 PM**

Called to Order at 5:34 p.m.

Roll Call: Council Member Monte Reyes, Council Member Cameron Hamilton, Council Member Martha A. Flores, Vice Mayor Brian Ward, Mayor Milt Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association.

2 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff.

3 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

6:38 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

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

The Pledge of Allegiance was led by Vice Mayor Brian Ward.
Invocation – a moment of silence was observed.

PRESENTATIONS

Miss Porterville and Her Court
Employee Service Awards

AB 1234 REPORTS

AB 1234 reports required pursuant to Government Code § 53232.3.

1. Tulare County Economic Development Corp. (TCEDC) - November 22, 2017
Council Member Reyes reported on a revised contribution formula resulting in a 21% savings for the City.

REPORTS

None

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, provided the Council with a copy of the district map being presented to the hospital board for their information.

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Martha Flores that the City Council approve Items Nos. 1-8. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF SEPTEMBER 5, 2017 AND OCTOBER 3, 2017.

Recommendation: That the Council approve the draft Minutes of September 5, 2017, and October 3, 2017.

Documentation: M.O. 01-120517

Disposition: Approved.

2. COUNCIL RATIFICATION FOR OUT OF STATE TRAVEL

Recommendation: That the City Council ratify the out-of-state travel for Porterville Police Narcotics Detectives to attend the California Narcotics Officers' Association Training Institute in Reno, Nevada.

Documentation: M.O. 02-120517

Disposition: Approved.

3. AUTHORIZATION FOR TRAFFIC SIGNAL EMERGENCY REPAIR AT MORTON AVENUE AND INDIANA STREET

Recommendation: That City Council authorizes the cost of Emergency repairs of traffic signals at Morton Avenue and Indiana Street to Loop Electric in the amount not to exceed \$69,880.

Documentation: M.O. 03-120517

Disposition: Approved.

4. AUTHORIZATION OF STREET CLOSURE FOR THE PORTERVILLE POLICE DEPARTMENT'S SANTA IN THE PARK EVENT

Recommendation: That the City Council authorize the street closure of Main Street between Thurman Avenue and Cleveland Avenue from 5:00 p.m. to 8:00 p.m. for the Porterville Police Department's Annual Santa in the Park event.

Documentation: M.O. 04-120517

Disposition: Approved.

5. AMENDMENT TO THE PAY RATE SCHEDULE FOR SEASONAL AND PART-TIME EMPLOYEES

Recommendation: That the City Council:

1. Adopt the draft Resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-Time rates; and
2. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

Documentation: Resolution No. 68-2017

Disposition: Approved.

6. AMENDMENT TO THE FAIR LABOR STANDARDS ACT WORK CYCLE - FIRE OFFICER SERIES

Recommendation: That the City Council approve the draft Resolution amending the Fair Labor Standards Act work cycle pertaining to the Fire Officer Series employees.

Documentation: Resolution No. 69-2017

Disposition: Approved.

7. AMENDMENT TO THE FAIR LABOR STANDARDS ACT WORK CYCLE - PORTERVILLE CITY FIREFIGHTERS ASSOCIATION

Recommendation: That the City Council approve the draft Resolution amending the Fair Labor Standards Act work cycle pertaining to the Porterville City Firefighters Association employees.

Documentation: Resolution No. 70-2017

Disposition: Approved.

8. CANCELLATION OF JANUARY 2, 2018, CITY COUNCIL MEETING

Recommendation: That the City Council cancel the January 2, 2018, City Council Meeting.

Documentation: M.O. 05-120517

Disposition: Approved.

PUBLIC HEARINGS

9. PORTER'S CROSSING COMMERCIAL CENTER PROPOSAL OF A GENERAL PLAN AMENDMENT, ZONE CHANGE AND CONDITIONAL USE PERMIT

Recommendation: That the City Council:

1. Adopt the draft resolution approving a Negative Declaration of environmental impact;
2. Adopt the draft resolution approving a General Plan Amendment to change APN 246-111-008 land use designation from High Density Residential to Retail Center;
3. Approve the draft ordinance approving Zone Change for APN 246-111-008 from High Density Residential Zone to Retail Center Zone, contingent upon adoption of the General Plan Amendment; and direct staff regarding the requirement for the block wall adjacent to a residential zone;
4. Waive further reading of the draft ordinance, approving the Zone Change, and order it to print; and
5. Adopt the draft resolution containing findings and conditions in support of approval of Conditional Use Permit for two Type 41 and one Type 47 on-sale alcohol licenses within Census Tract 35.02 contingent upon the Zone Change and General Plan Amendment.

City Manager Lollis introduced the item, and Community Development Director Jenni Byers presented the staff report.

The Public Hearing was re-opened at 7:07 p.m.

- Stephanie Cortez, Porterville Chamber of Commerce CEO, communicated the Chamber's support of the project and favorable economic growth.

The Public Hearing was closed at 7:08 p.m.

The Council discussed the importance of landscape maintenance over time, and considered options presented pertaining to the block wall requirement.

- Sunny Basra identified himself as the owner of the property to the north of the project site; voiced his intent to have the property re-zoned from residential to commercial; and spoke in support of a mutually beneficial agreement between property owners.
- Nick Freshue, Retail California, stated that he represented both property owners and spoke in favor of a mutually beneficial agreement that would require construction of the block wall in the event the property to the adjacent property was developed for residential use.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council adopt the draft resolution approving a Negative Declaration of environmental impact; adopt the draft resolution approving a General Plan Amendment to change APN 246-111-008 land use designation from High Density Residential to Retail Center; approve the draft ordinance approving Zone Change for APN 246-111-008 from High Density Residential Zone to Retail Center Zone, contingent upon adoption of the General Plan Amendment; and direct staff regarding the requirement for the

block wall adjacent to a residential zone; waive further reading of the draft ordinance, approving the Zone Change, and order it to print; and adopt the draft resolution containing findings and conditions in support of approval of Conditional Use Permit for two Type 41 and one Type 47 on-sale alcohol licenses within Census Tract 35.02 contingent upon the Zone Change and General Plan Amendment, as amended to add a condition that private property owners of APNs 246-111-008 and 246-111-061 provide a recorded mutual agreement acknowledging responsibility of the construction of the block wall separating the non-residential use from the residential property prior to the issuance of building permits to the subject project.. The motion carried unanimously.

City Attorney Lew read the ordinance by title only.

Documentation: Resolution No. 71-2017; Resolution No. 72-2017; Ordinance No. 1844; and Resolution No. 73-2017

Disposition: Approved, as amended.

SCHEDULED MATTERS

10. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

City Manager Lollis introduced the item and presented the staff report, which included notification of correspondence received from California water boards requesting additional connections for the East Porterville Water Connection Project.

In response to questions from the Council, City Manager Lollis and Public Works Director Reed spoke of the need to ensure capacity within the City's water system and the limits of the project. Mr. Reed also addressed questions regarding water system design.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Vice Mayor Brian Ward that the City Council approve the continued Declaration of Local Emergency. The motion carried unanimously.

Documentation: M.O. 06-120517

Disposition: Approved.

The Council adjourned at 7:36 p.m. to a meeting of the Porterville Public Improvement Corporation.

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION MINUTES
291 N. MAIN STREET, PORTERVILLE, CA 93257
DECEMBER 5, 2017

Roll Call: Directors/President

WRITTEN COMMUNICATIONS

None

ORAL COMMUNICATIONS

None

PUBLIC IMPROVEMENT CORPORATION SCHEDULED MATTERS

PIC-1. ANNUAL MEETING OF THE PUBLIC IMPROVEMENT CORPORATION

Recommendation: That the City Council, sitting as the Porterville Public Improvement Corporation:

1. Approve the election of officers as indicated in the draft resolution;
2. Accept public comment; and
3. Approve the 2017 Status Report for Certificates of Participation Projects.

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

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve the election of officers as indicated in the draft resolution; and approve the 2017 Status Report for Certificates of Participation Projects. The motion carried unanimously.

Documentation: PIC Resolution No. 2017-01; and PIC M.O. 01-120516

Disposition: Approved.

The Council adjourned at 7:37 p.m. to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Flores lauded Parks and Leisure Services Director Donnie Moore and staff for their efforts at the Christmas Tree Lighting Ceremony; thanked Fire personnel for their efforts fighting California fires; and spoke of her participation in the Children's Christmas Parade.
- Council Member Hamilton echoed Council Member Flores' sentiments; and encouraged attendance at the Senior Dinner.

- Council Member Reyes spoke of the Council's participation in the parade and the need for better identification of Council; and thanked Vice Mayor Ward for his delivery of this year's State of the City Address.
- Vice Mayor Ward thanked staff for their preparation of the State of the City Address.
- Mayor Stowe thanked the Council for their support and involvement in recent community activities.
- City Manager Lollis stated that the Employee Christmas Luncheon was next Tuesday; spoke of upcoming Santa at the Park event, and of the recent passing of community members.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 7:45 p.m. to the meeting of December 19, 2017.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Digester #4 Mixing Pump Impeller Replacement

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) has received three (3) quotes to replace digester #4 mixing pump impeller and wear rings. The digester mixing pump is designed to thoroughly mix the sludge from the heat exchanger with microorganisms and organic material inside the digester while preventing excessive sedimentation, which will reduce the operating capacity of the digester. The mixing pump was installed in 1994 and its performance has declined from wear and tear of the impeller and wear rings. The new impeller and wear rings will improve pumping efficiencies and digester performance.

The three quotes submitted to the WWTF for the impeller and wear rings are:

JM Squared Associates, Incorporated for \$10,579;

Shar-Craft Incorporated for \$12,388; and

KSB Incorporated for \$12,556.

The above quoted prices reflect only the cost of the impeller and wear rings. Final price will include tax and shipping.

JM Squared Associates Incorporated, has been identified as the lowest bidder, therefore securing the bid for the impeller and wear rings. The expenditure for the impeller and wear rings, in the do not exceed amount of \$13,200, which includes taxes, shipping and a ten percent contingency, will be funded from the Wastewater Operating Fund.

RECOMMENDATION: That City Council:

1. Award the purchase of digester #4 impeller and wear rings to JM Squared Associates, Incorporated for a do not exceed amount of \$13,200 which includes taxes, shipping and a ten percent contingency;
2. Direct the Finance Director to initiate a Purchase Order to JM Squared Associates, Incorporated in an amount not to exceed \$13,200; and
3. Direct the Finance Director to make payment to JM Squared

Associates, Incorporated upon receipt of invoice approved by the
Public Works Director.

ATTACHMENTS:

1. JM Squared
2. SCI
3. KSB

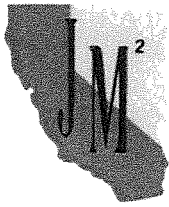
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



JM SQUARED ASSOCIATES, INC

ENGINEERED PUMPING & FLOW CONTROL PRODUCTS FOR WATER AND WASTEWATER

Manufacturer's Representatives - Since 1963

December 15, 2017

To: City of Porterville WWTF

Attention: Ron McAllister
rmcallister@porterville.ca.us
(559)782-7501

RE: **Fairbanks Morse 8" Figure C5425 Pump**
S/N: K4B1-061862
OEM Replacement Parts Proposal

Dear Ron:

As per your recent request we are pleased to propose to furnish the following:

ITEM	DESCRIPTION	UNIT PRICE
#1	Impeller, Standard Cast Iron Construction, P/N: TAKE5HX 0220F CW Rotation, 2-Vane, Dynamically Balanced	\$ 8567.00
#2	Impeller Wearing Ring P/N: T8E17P Stainless Steel (can be installed on impeller by factory)	991.00
#3	Fronthead/Casing Wearing Ring P/N: T8E16L Stainless Steel	991.00

Notes/Clarifications:

- No Sales Tax or Installation Included
- One-Way Ground Freight to Porterville Included
- Estimated Shipment ARO: 4-5 Weeks
- FOB Point: Kansas City, KS
- Quotation Valid Until 12/31/2017
- Payment Terms: net Twenty (20) Days

Please let us know if you need additional information. Thank you for the consideration.

JM SQUARED ASSOCIATES
James "Jimmy" MacNichols
P.O. Box 317
Concord, CA 94522
Office: (925)798-2500
Direct: (415)666-6151
jm@jmsquared.com

SCI

Date:	12/05/17	
Company:	CITY OF PORTERVILLE	
Attention:	RON MCALLISTAR	
Phone:		

From:	RON PAUL
Phone:	
Fax:	661-323-8252

Thank you for this opportunity to quote these services
Freight & Tax, if applicable, not included
Quoted price is valid for 30 days

Quote

Revised Quote 12/14/2017



(661) 633-5520 Phone
 (661) 392-0330 Fax
 info@ksbusa.com

REMIT TO:
 KSB, Inc.
 PO Box 398535
 San Francisco, CA 94139-8535

Order Number: 0080034
Order Date: 12/12/2017

Sold To:
 CITY OF PORTERVILLE
 WASTEWATER TREATMENT FACILITY
 1333 W. GRAND
 PORTERVILLE, CA 93257

Ship To:
 CITY OF PORTERVILLE
 WASTEWATER TREATMENT FACILITY
 1333 W. GRAND
 PORTERVILLE, CA 93257

Customer Number	Customer P.O.	Ship VIA	Account Manager	Terms	
00-0004096	RFQ RON McALLISTER	PPA	HOUSE ACCT - PPM	NET 30 DAYS	
Item Number	Ordered	Shipped	Back Order	Price	Amount
RON McALLISTER, rmcallister@ci.porterville.ca.us FAIRBANKS MORSE SERIAL# K4B1-061862 8" MODEL C5425 T60 FRAME					
/ST TAKEE5HX 0220F	1.00	0.00	0.00	10,198.00	10,198.00
IMPELLER DYNAMICALLY BALANCED CW ROTATION 2-VANE, CAST IRON					
/ST T8E17P IMPELLER WEAR RING	1.00	0.00	0.00	1,179.00	1,179.00
STAINLESS STEEL					
/ST T8E16L CASING WEAR RING	1.00	0.00	0.00	1,179.00	1,179.00
STAINLESS STEEL					
ESTIMATED SHIPMENT 4 TO 5 WEEKS					
NOTE: REVISED QUOTE REMOVING TAKE5HX 0420F IMPELLER ON ORIGINAL BILL OF MATERIAL AND QUOTEING STANDARD IMPELLER PER CUSTOMERS REQUEST					
FOB: KANSAS CITY, KS QUOTE VALID UNTIL 12/29/2017 APPLICABLE FREIGHT AND TAX TO APPLY					
Net Order:				12,556.00	
Less Discount:					
Freight:					
Sales Tax:					
Order Total:					

The Buyer and KSB Inc. agree to the following terms of this contract: All payments due under this contract shall be paid within 30 days of the date of the same. Title to any part supplied by KSB Inc. shall not pass to the Buyer until the cost of the same are paid. KSB Inc. may take possession of any parts not timely paid for at any time, and any security arrangement between the Buyer and any third party as well as any bankruptcy action or petition shall not affect KSB Inc.'s title to such parts. A service charge of 1.5% per month is due for any delinquent payments under this contract. Should collection efforts be made to collect the sums due under this contract, the prevailing party shall recover its attorneys fees and costs from the other party. Proper venue shall be in Kern County California only and the parties waive any right to a change of venue. Any dispute shall be settled by binding arbitration pursuant to the California Code of Civil Procedure. KSB Inc.'s liability shall be limited to the costs of the parts and services provided by it. Parts may only be returned within 7 days of the date of delivery and the Buyer for any returned parts. The undersigned warrants he is duly authorized to execute this contract on behalf of the Buyer.

Dated: _____

(Signature of Buyer or Buyer's Agent)

(Print Name and Title)



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Specialized Equipment Repair - Huber Screw Press

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) has received a quote from Huber Technology Incorporated for the repair of its Huber screw press. The screw press dewateres digested sludge by mixing the sludge with polymers then pressing the water from the mixture. The dewatered sludge is hauled to the solar beds for further drying prior to land application.

The screw press, which was installed in January 2016, is proprietary to Huber Technology and is no longer covered under warranty. Due to normal wear and tear of the internal scraper assembly, sleeve, and bearings the unit is not performing its wash cycles. Without the wash cycles, excess solids are returned to the treatment facility. Repair of the screw press will increase performance and efficiency and eliminate excess solids loading to the WWTF.

Huber Technology Incorporated submitted a quote of \$21,276.99 to the WWTF for the repair of the Huber screw press. The quote includes parts and labor. Expenditure for the repair in the do not exceed amount of \$23,404.69, which includes a ten (10) percent contingency, will be funded from the Wastewater Operating Fund.

RECOMMENDATION: That City Council:

1. Authorize the repair of Huber Screw Press to Huber Technology, Incorporated for a do not exceed amount of \$23,404.69;
2. Direct the Finance Director to initiate a Purchase Order to Huber Technology, Incorporated for a do not exceed amount of \$23,404.69; and
3. Direct the Finance Director to make payment to Huber Technology, Incorporated upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. Huber Quote

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

Billing Address

City of Porterville
291 N Main St
Porterville, CA 93257-3737
US - UNITED STATES

Delivery Address

City of Porterville
1333 West Grand Ave.
Porterville, CA 92357
US - UNITED STATES

OFFER: 71003248 / V1
Project: Porterville, CA (293587)

Your Letter/Your Reference:

Date printed: Sep 27, 2017
Our Reference: Mike Suddreth
Phone: +1-704-990-2410
Fax:
Email: mike.suddreth@hhusa.net

Customer No: 114377
Phone: +1-559-782-7456
Fax:

All parts in stock unless otherwise indicated below.

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
10/1	9.00	wdg	50270904 scraper lip D800,6 d766 H17,3 t2x2,5		239.09	2,151.81 7.75%
20/1	165.00	pcs	702502 set screw DIN 914 M 8x 8		1.29	212.85 7.75%
30/1	1.00	pcs	508625 sleeve 134H7/150h8x 85		1,038.45	1,038.45 7.75%
40/1	2.00	pcs	711159 grooved ring 150/174x12		328.65	657.30 7.75%
50/1	3.00	m	713831 strip sealing adhesive half-round 14/ 9		13.65	40.95 7.75%
60/1	30.00	m	703156 edge protection profile s18 t2,0-4,0		24.26	727.80 7.75%
70/1	1.00	pcs	713955 self-aligning ball bearing 22313EA W33		275.10	275.10 7.75%

Quotation No: **71003248**
Date: Sep 27, 2017
Page: 2 (7)

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD	Total USD Tax (%)
			D140 d 65 W 48			
80/1	2.00	pcs	702333 Nilos sealing ring 22313 JV CrNi d77,5 D140		48.30	96.60 7.75%
90/1	25.00	m	703508 strip sealing adhesive 20/ 5		7.35	183.75 7.75%
100/1	1.00	pcs	50041665 flange 879/ 964x20 BC920 12xbo19,8 l.		470.00	470.00 7.75%
110/1	1.00	pcs	50041626 flange 879/ 964x20 BC920 12xbo19,8 r.		470.00	470.00 7.75%
120/1	2.00	pcs	510971 ring segment 718/ 210x25		235.00	470.00 7.75%
130/1	24.00	HOURL	40001 Labor (Tech 1)		128.00	3,072.00 7.75%
130/2	24.00	HOURL	40001 Labor (Tech 2)		128.00	3,072.00 7.75%
140/1	20.00	HOURL	40003 Travel Time 2 Techs		95.00	1,900.00 7.75%
150/1	2.00	pcs	10000002 Flight		800.00	1,600.00 7.75%
160/1	8.00	pcs	10000002 Hotel		125.00	1,000.00 7.75%
170/1	4.00	pcs	10000002 Car Rental		100.00	400.00 7.75%
180/1	8.00	pcs	10000002 Per Diem		51.00	408.00 7.75%
180/2	1.00	pcs	10000002 Job Box		1,500.00	1,500.00 7.75%

Quotation No: 71003248
Date: Sep 27, 2017
Page: 3 (7)

	Total net	USD	19,746.61
	including Tax	USD	1,530.38
	Total gross	USD	21,276.99

Valid for: 90 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

Mike Suddreth

Huber Technology, Inc.

Quotation No: 71003248
Date: Sep 27, 2017
Page: 4 (7)

Aftermarket Sales & Service Rates 2017

Field Service Base Rates

Continental U.S., Mexico and Canada..... \$128.00 per hour
Outside Continental U.S., Mexico and Canada..... \$150.00 per hour

Training

Product Training..... \$128.00 per hour

Travel

Travel (time)..... \$95.00 per hour
Mileage..... \$0.54 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$100.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day)..... \$187.50 per hour
Standby rate..... Applicable base rate
Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$250.00 per hour

Expenses

Travel and accommodations..... Actual cost
Per Diem..... Business Rate Plan 1.. \$51.00 per day
High Cost Area Rate 2.. \$66.00 per day
Service Truck Rate \$75.00 per day
Materials, Equipment Rental, Supplies..... Actual cost plus 20%
Laboratory testing..... Actual cost plus 20%

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

Quotation No: 71003248
Date: Sep 27, 2017
Page: 5 (7)

Aftermarket Sales & Service Rates 2017

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$51.00 per day or \$66.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work.

HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2017.

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living

accommodations and meals will be invoiced. Invoices will include a cost break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. **Payment is due NET 30 DAYS from the date of invoice.**

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

Quotation No: 71003248
Date: Sep 27, 2017
Page: 6 (7)

Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber Service part (mechanical or electrical) for a period of three (3) months from the date of purchase. Should the part fail within the three (3) month warranty period, a replacement will be supplied at no charge ("Replacement Part").

- This warranty is only valid if the product is operated in accordance with the manufacturer's instructions.
- The Replacement Part must not be modified or changed in any way.
- The Replacement Part must be installed by a qualified person to the manufacturer's specifications.

This Warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Parts needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Parts or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of parts or components due to improper or negligent operation of the equipment.
- Damage or defects to the parts, components, or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with replacement of the part is the responsibility of the Customer.** The request for assistance of a certified Huber field service specialist is available upon the issuance of a purchase order by the Customer. The fee for the assistance of a field service specialist includes the labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any **original** Huber Service part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent(20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber. **Returns will not be accepted past thirty (30) days.**
- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, will result in the part being shipped back to Customer, at the Customer's cost, and no credit will be issued.
- **Exception:** The customer may exchange, without a restocking fee, if the incorrect part is delivered and/or sold to the Customer by a Huber team member. Huber will ship the correct part to the Customer expeditiously. A refund will be issued to the Customer upon receipt of the incorrect part at the Huber warehouse.
- **Exception:** The customer may return without a restocking fee unused parts if they were sold as part of a complete rebuild and the technician decided the parts were not needed. The customer has thirty (30) days from the date that the rebuild/service was completed. After the thirty (30) days have expired the normal Huber restocking fee will apply.

Quotation No: 71003248
Date: Sep 27, 2017
Page: 7 (7)

Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o Huber Technology, Inc.
Aftermarket Sales and Service
9735 NorthCross Center Court , Suite A
Huntersville NC 28078

Phone: 704.990.2050 Fax: 704.896.2830 Email: returns@hhusa.net



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Authorization to Purchase Playground Shade Structure

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville was successful in receiving a grant from First 5 Tulare County to install a playground shade structure for the upper playground at Murry Park. Two pieces of existing playground equipment at that playground also came from First 5 grant funds in a separate grant received four years ago.

The three quotes that were received are:

Gametime- \$15,116.44

NSP3- \$15,871.11

Ross Recreation- \$16,970.98

With the lowest quote, Gametime is a member of the National Purchasing Partners government discount piggyback program, and the City has purchased many shade structures from Gametime. Eighty percent (80%) of the total project cost will be paid for by the First 5 Tulare County Grant, with the remaining twenty percent (20%) proposed to come from Community Development Block Grant (CDBG) funds designated for public facilities and improvements specific to Murry Park.

RECOMMENDATION: That the City Council authorize the purchase and installation of the Murry Park shade structure for \$15,116.44.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Approval of Reorganization within the Prevention Division of the Fire Department related to Code Enforcement Personnel

SOURCE: Fire

COMMENT: Pursuant to City Council direction and in response to the results of a city-wide survey, on November 7, 2017, staff presented options to the Council related to an enhanced Code Enforcement Program. The information consisted of a discussion regarding the establishment and current staffing structure of the Code Enforcement Program, a review of the types of complaints regularly addressed, and an analysis of the staffing needs necessary to appropriately and effectively respond to an enhanced Program.

Staffing options presented were comprised of variations based on the budget equivalent of one full-time position, with direction given to establish up to two part-time Code Enforcement Officer positions within the Prevention Division. In consideration of the responsibilities for this classification and considering other classifications within the City's Position Pay Plan, the Salary Range is proposed at Range 160 (\$18.67 - \$22.78 per hour). The Job Description for this new classification includes a provision that evening and weekend hours may be scheduled, thereby providing the City an avenue to adjust the schedules of these employees to suit seasonal needs, and to provide daily code enforcement staffing.

Given the addition of new Code Enforcement personnel, staff further proposes to reclassify the current Code Enforcement Officer classification to Code Enforcement Officer II with an adjustment in salary from Range 170 (\$3,575 - \$4,361 per month) to Range 180 (\$3,949 - \$4,818). This reclassification will account for the increased responsibilities, including supervision of personnel, as identified on the attached proposed Job Classification. For increased efficiency purposes, it is also proposed that both the classifications (Code Enforcement Officer I and II) will be required to obtain and maintain the Penal Code 832 certification that authorizes the issuance of administrative citations.

Funding for the enhanced Code Enforcement Program will be shared among the General Fund and Water Fund, based upon the complaint activity and necessary response. It is staff's belief that the proposed reorganization will greatly increase responsiveness and efficiencies in this Program.

RECOMMENDATION: That the City Council:

1. Approve the creation of a new Code Enforcement Officer I classification at Range 160;
2. Approve the reclassification of the current Code Enforcement Officer position to a Code Enforcement Officer II at Salary Range 180;
3. Approve the allocation and proposed funding of two part-time Code Enforcement Officer I positions; and
4. Authorize Administrative Services staff to amend such personnel documents and commence meet and consult activities as may be necessary to effectuate such proposed changes.

ATTACHMENTS:

1. Staff Report of November 7, 2017
2. Existing Job Description-Code Enf. Officer
3. Proposed Job Description-Code Enf. Officer I
4. Proposed Job Description-Code Enf. Officer II

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Consideration of Enhanced Code Enforcement Program Options

SOURCE: City Manager's Office

COMMENT: Based upon the results of the recent resident survey in regards to the City's Code Enforcement efforts, the City Council directed staff to develop options in support of a more proactive Code Enforcement program.

Beginning with the direction and hire of the City's first full-time Code Enforcement Officer in 2006, the City has utilized a complaint-based system for enforcement, emphasizing voluntary compliance prior to the issuance of citations. Public comments from residents and the results of the Code Enforcement survey encouraged the City to pursue a more proactive Code Enforcement program, especially in the maintenance and upkeep of residential properties.

Currently, the City employs one (1) full-time Code Enforcement Officer, which the annual personnel costs are approximately \$75,000. The City previously employed an additional Code Enforcement Officer, but the position has been left vacant due to budgetary constraints. Due to the nature of a significant number of Code Enforcement complaints, Community Development Department staff spend approximately twenty (20) hours per week in the review and documentation of such complaints, with approximately fifteen (15) hours per week dedicated to the personal field review of complaints. The approximate annual personnel expense to the Community Development Department is \$30,000.

In addition to the personnel resources in support of Code Enforcement, the underlying policies of enforcement can dictate the proactivity and timeliness of remedy. Code Enforcement currently utilizes an emphasis on voluntary compliance, typically providing up to a month for a violation to be remedied contingent on progress prior to a citation being issued. In addition, the frequency in recurrence of a violation at a subject property can affect proactivity, with each new occurrence generally being considered a new violation. Code Enforcement could modify its policy in this regard that any additional occurrence of a violation not be considered as new, and instead be progressively administered pursuant to the initial violation.

The City receives almost 3,000 Code Enforcement complaints annually, the great majority of which voluntary compliance is achieved and Administrative Citations are not necessary. For example, in the review of the 704 Code

Enforcement complaints received between July 1st and September 30th of this year, 444 (63%) were closed, with 95 (13%) resulting in the issuance of an Administrative Citation. In the breakdown of complaints administered by Department, Public Works received 375 (279 water-related), Community Development received 215, Police received 50, and Finance received 7.

As the Council is aware, through the continuing drought and the mandated adoption of water conservation and SGMA-related regulations, the City has adopted a 26% annual conservation standard in comparison to the 2013 calendar year. Since drought regulations became effective in 2015, the City has observed the gradual decrease in local resident conservation in the critical summer months of June through August, from 35% average conservation in 2015, to 24% in 2016, to 21% this year. As the quarterly report reflects, complaints related to water waste serve as the greatest single Code Enforcement complaint, and increased water conservation enforcement efforts are likely to be necessary to ensure the City continues to meet its adopted 26% conservation standard, so as to limit future SGMA-related expenses, as well as ensure capacity for future development.

In support of more proactive Code Enforcement efforts, staff recommends the reinstatement of 40-hours of personnel support previously allocated to Code Enforcement efforts. As an alternative to the previous full-time position at the approximate annual budgetary expense of \$75,000, staff recommends the hiring of two (2) part-time personnel to be compensated as Community Services Officers for approximately \$40,000 (including salary/benefits and equipment), similar to the part-time staffing provided last fiscal year in support of Animal Control. Staff proposes to fund the positions between both the General and Water Funds, based upon the complaint activity the positions perform. The employing of the part-time positions would limit additional budgetary expense, as well as provide greater community and schedule coverage than a single full-time position would provide and support more proactive Code Enforcement efforts. Whether full- or part-time, the position(s) would receive Penal Code 832 certification that authorizes the issuance of Administrative Citations.

While staff time from Departments is required for the purposes of interpretation and review of potential violations, the addition of more Code Enforcement Officers in the field would greatly reduce the hours needed for field review, allowing for greater productivity of other Department responsibilities.

RECOMMENDATION: That the City Council receive and consider staff's report, and provide direction accordingly.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CODE ENFORCEMENT OFFICER

DEFINITION

Under general direction, performs skilled work in the investigation, inspection, implementation, and enforcement of City codes, ordinances and abatement regulations; performs related duties as required.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.

1. Consults with and coordinates code enforcement actions with other City departments, the prosecuting attorney, and other agencies as needed; periodically patrols or inspects an assigned area to monitor for violations of local codes, ordinances and regulations.
2. Responds to citizen complaints of potential code violations relating to signing, building occupancy, nuisances, hazardous sidewalks, housing and other conditions, construction, land use, zoning, animals, noise, dumping, clearing grading, filling, polluting, and other code related matters.
3. Conducts field investigations of potential violations; gathers evidence; questions or interrogates complainants, witnesses and suspects; compares facts to code requirements; makes finding and issues warnings; correction notices, or citations.
4. Meets with property owners, tenants, contractors, developers, businesses and other agencies to review and explain code requirements and violations or potential violations; monitors and secures code compliance; investigates allegations of code violations.
5. Prepares and distribute a variety of correspondence, memorandums, notices, flyers, brochures, media releases and reports relating to code enforcement issues and actions; prepares and analyzes statistical data.
6. Provides information and assists the public in matters pertaining to municipal code enforcement and/or provisions including zoning, land use, planning design, review, and related matters; maintains a variety of logs and records related to inspections and enforcement activities; prepares recommendations for amendments and additions to relevant codes and/or regulations.
7. Works with police and prosecutors to obtain written or tape recorded statements, depositions, or admissions, as needed; reviews cases being prepared for trial with emphasis on the evidentiary and legal issues crucial to successful prosecution; prepares detailed reports of activities and investigations performed; consults with prosecutors and prepares case reports for court action; testifies in court.
8. Assists in obtaining, enhancing, preparing and/or presenting exhibits or other evidence in court as required; attends meetings at pertinent organizations to stay current in the field of code enforcement; educates the commercial and residential communities regarding the municipal code, ordinances and community standards; presents evidence at public hearings, hearing officer proceedings and in court; performs related duties as assigned.

EMPLOYMENT STANDARDS

Education and/or Experience

Two (2) years of experience, or any equivalent combination of experience and education that provides the required knowledge and abilities related to inspection, law enforcement, building inspection, land use, public administration, or a related field that would normally be obtained by previous experience involving extensive public contact requiring considerable use of tact and judgment in the interpretation and application of regulations, policies and procedures; authority to issue citations and/or revoke licenses, and performing compliance field inspections.

Knowledge of:

City, county, state and federal laws and regulations pertaining to land use, zoning, building, permits, property maintenance, health and public safety, peace, animal regulations, fire and public nuisance; methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations; principles and methods of research and investigation related to code enforcement; effective public relations practices; evidentiary requirements for courts of law; applicable state and federal regulations regarding disabled access; and data base software is desirable.

Skill in:

Word processing and spreadsheet software; interpersonal communication and customer service.

Ability to:

Recognize conditions that constitute municipal code violations; use effective interpersonal techniques to interact with citizens and the public when explaining city health, public safety, peace, fire, traffic, zoning/land use codes and permit requirements; analyze potential code violations accurately and adopt effective resolution processes; research and interpret land use, zoning, planning and construction-related codes and investigations; prepare comprehensive reports and deliver oral and written presentations; carry out duties with a minimum of supervision; handle stressful situations and effectively deal with difficult or angry people.

Additional Requirements

Possession of, or ability to obtain a valid California Driver's License; ability to work evenings and weekends.

Physical Demands

Ability to withstand frequent exposure to the weather and occasional exposure to wet and/or humid conditions, fumes and airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration; occasional lifting and carrying of objects weighing up to 25 lbs.; ability to conduct duties in areas of unstable footing; strength, dexterity, coordination and vision to use a keyboard and computer.

WORKING CONDITIONS

Exposure to conditions such as dust, fumes, odors, or noise; periodic contact with angry and upset individuals; temperature fluctuations due to both seasonal extremes and working in and out of doors. Independent travel throughout the area is required.

CODE ENFORCEMENT OFFICER I

DEFINITION

Under general direction, performs skilled work in the investigation, inspection, implementation, and enforcement of City codes, ordinances and abatement regulations; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

The Code Enforcement Officer I performs routine non-sworn/civilian duties and assignments with the assistance of, and under the supervision of a Code Enforcement Officer II.

REPRESENTATIVE DUTIES

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

1. Consults with and coordinates code enforcement actions with other City departments and other agencies as needed.
2. Patrols or inspects assigned areas to monitor for violations of local codes, ordinances and regulations.
3. Responds to citizen complaints of potential code violations relating to signing, building occupancy, nuisances, hazardous property, housing and other conditions, construction, land use, zoning, dumping, clearing, grading, filling, polluting, and other code related matters.
4. Conducts field investigations of potential violations; gathers evidence; questions or interrogates complainants, witnesses and suspects; compares facts to code requirements; issues warnings; correction notices, and/or citations.
5. Meets with property owners, tenants, contractors, developers, businesses and other agencies to review and explain code requirements and violations or potential violations; monitors and secures code compliance; investigates allegations of code violations.
6. Prepares and distribute a variety of correspondence, memorandums, notices, flyers, brochures, and reports relating to code enforcement issues and actions; prepares statistical data.
7. Provides information and assists the public in matters pertaining to municipal code enforcement and/or provisions including zoning, land use, planning design, review, and related matters; maintains a variety of logs and records related to inspections and enforcement activities.

8. Works with police and prosecutors to obtain written or tape recorded statements, depositions, or admissions, as needed; prepares cases with emphasis on the evidentiary and legal issues crucial to successful prosecution; prepares detailed reports of activities and investigations performed; consults with prosecutors and prepares case reports for court action; testifies in court.
9. Assists in obtaining, enhancing, preparing and/or presenting exhibits or other evidence in court as required; attends meetings at pertinent organizations to stay current in the field of code enforcement; educates the commercial and residential communities regarding the municipal code, ordinances and community standards; presents evidence at public hearings, hearing officer proceedings and in court; performs related duties as assigned.
10. Assists the Code Enforcement Officer II in more complex cases.
11. Learns general City services and the municipal organizational structure as they relate to ordinance enforcement and learns the geography of the City.
12. Represents and supports the policies and procedures established by the City Council, City Manager, Department Heads, and Division Chiefs.

EMPLOYMENT STANDARDS

Education and/or Experience

Two (2) years of experience, or any equivalent combination of experience and education that provides the required knowledge and abilities related to inspection, law enforcement, building inspection, land use, public administration, or a related field that would normally be obtained by previous experience involving extensive public contact requiring considerable use of tact and judgment in the interpretation and application of regulations, policies and procedures; authority to issue citations and/or revoke licenses, and performing compliance field inspections.

Knowledge of:

City, county, state and federal laws and regulations pertaining to land use, zoning, building, permits, property maintenance, health and public safety, peace, animal regulations, fire and public nuisance; methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations; principles and methods of research and investigation related to code enforcement; effective public relations practices; evidentiary requirements for courts of law; applicable state and federal regulations regarding disabled access; and data base software is desirable.

Ability to:

Recognize conditions that constitute municipal code violations; use effective interpersonal techniques to interact with citizens and the public when explaining city health, public safety, peace, fire, traffic, zoning/land use codes and permit requirements; analyze potential code violations accurately and adopt effective resolution processes; research and interpret land use, zoning, planning and construction related codes and investigations; prepare comprehensive reports and deliver oral and written presentations; carry out duties with a minimum of

supervision; handle stressful situations and effectively deal with difficult or angry people.

Skill in:

Word processing and spreadsheet software; interpersonal communication and customer service.

Special Requirements

Possession of, or ability to obtain, a valid California Class C Driver's License by time of appointment.

Possession of, or ability to obtain, P.C. 832 (Laws of Arrest) certificate within one (1) year of appointment.

Completion of CA Association of Code Enforcement Officers Code Enforcement Certification Module 1 within one (1) year of appointment.

Ability to work evenings and/or weekends as necessary.

Physical Demands

Ability to withstand frequent exposure to the weather and occasional exposure to wet and/or humid conditions, fumes and airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration; occasional lifting and carrying of objects weighing up to 25 lbs.; ability to conduct duties in areas of unstable footing; strength, dexterity, coordination and vision to use a keyboard and computer.

WORKING CONDITIONS

Exposure to conditions such as dust, fumes, odors, or noise; periodic contact with angry and upset individuals; temperature fluctuations due to both seasonal extremes and working in and out of doors. Independent travel throughout the area is required.

Date Adopted:

CODE ENFORCEMENT OFFICER II

DEFINITION

Under general direction, performs skilled work in the investigation, inspection, implementation, and enforcement of City codes, ordinances and abatement regulations; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

The Code Enforcement Officer II performs the more complex non-sworn duties and assignments with greater independence than the Code Enforcement Officer I such as functioning in a supervisory capacity, as an investigator and coordination of volunteer programs.

REPRESENTATIVE DUTIES

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

1. Directs, plans, assigns, coordinates and reviews the work of staff.
2. Develops and directs the implementation of goals, objectives, policies, procedures and work standards.
3. Works cooperatively with other agencies, committees and task forces to identify, develop, implement and oversee programs/projects.
4. Manages and provides oversight to the Administrative Hearing Officer Program.
5. Consults with and coordinates code enforcement actions with other City departments, the prosecuting attorney, and other agencies as needed; periodically patrols or inspects an assigned area to monitor for violations of local codes, ordinances and regulations.
6. Responds to citizen complaints of potential code violations relating to signing, building occupancy, nuisances, hazardous property, housing and other conditions, construction, land use, zoning, dumping, clearing, grading, filling, polluting, and other code related matters.
7. Conducts field investigations of potential violations; gathers evidence; questions or interrogates complainants, witnesses and suspects; compares facts to code requirements; makes finding and issues warnings; correction notices, or citations.
8. Meets with property owners, tenants, contractors, developers, businesses and other agencies to review and explain code requirements and violations or potential violations; monitors and secures code compliance; investigates allegations of code violations.

9. Prepares, reviews and distributes a variety of correspondence, memorandums, notices, flyers, brochures, media releases and reports relating to code enforcement issues and actions; prepares and analyzes statistical data.
10. Provides information and assists the public in matters pertaining to municipal code enforcement and/or provisions including zoning, land use, planning design, review, and related matters; maintains a variety of logs and records related to inspections and enforcement activities; prepares recommendations for amendments and additions to relevant codes and/or regulations.
11. Works with police and prosecutors to obtain written or tape recorded statements, depositions, or admissions, as needed; reviews cases being prepared for trial with emphasis on the evidentiary and legal issues crucial to successful prosecution; prepares detailed reports of activities and investigations performed; consults with prosecutors and prepares case reports for court action; testifies in court.
12. Assists in obtaining, enhancing, preparing and/or presenting exhibits or other evidence in court as required; attends meetings at pertinent organizations to stay current in the field of code enforcement; educates the commercial and residential communities regarding the municipal code, ordinances and community standards; presents evidence at public hearings, hearing officer proceedings and in court; performs related duties as assigned.
13. May perform any of the duties of the Community Services Officer I as required.
14. Foster an environment that embraces diversity, integrity, trust, and respect. Promote team atmosphere which involves flexibility, cooperation, and communication.
15. This position reports to the Fire Chief or his designee and supervises assigned staff.
16. Represents and supports the policies and procedures established by the City Council, City Manager, Department Heads, and Division Chiefs.

EMPLOYMENT STANDARDS

Education and/or Experience

Five (5) years of experience, or any equivalent combination of experience and education that provides the required knowledge and abilities related to inspection, law enforcement, building inspection, land use, public administration, or a related field that would normally be obtained by previous experience involving extensive public contact requiring considerable use of tact and judgment in the interpretation and application of regulations, policies and procedures; authority to issue citations and/or revoke licenses, and performing compliance field inspections.

Knowledge of:

City, county, state and federal laws and regulations pertaining to land use, zoning, building, permits, property maintenance, health and public safety, peace, animal regulations, fire and public nuisance; methods, procedures and techniques used in the

identification, interpretation and enforcement of a wide variety of code violations; principles and methods of research and investigation related to code enforcement; effective public relations practices; evidentiary requirements for courts of law; applicable state and federal regulations regarding disabled access; and data base software is desirable.

Ability to:

Recognize conditions that constitute municipal code violations; use effective interpersonal techniques to interact with citizens and the public when explaining city health, public safety, peace, fire, traffic, zoning/land use codes and permit requirements; analyze potential code violations accurately and adopt effective resolution processes; research and interpret land use, zoning, planning and construction related codes and investigations; prepare comprehensive reports and deliver oral and written presentations; carry out duties with a minimum of supervision; handle stressful situations and effectively deal with difficult or angry people.

Skill in:

Word processing and spreadsheet software; interpersonal communication and customer service.

Special Requirements

Possession of, or ability to obtain, a valid California Class C Driver's License by time of appointment.

Possession of, or ability to obtain, P.C. 832 (Laws of Arrest) certificate within one (1) year of appointment.

Completion of CA Association of Code Enforcement Officers Code Enforcement Certification Module 1 within one (1) year of appointment.

Ability to work evenings and/or weekends as necessary.

Physical Demands

Ability to withstand frequent exposure to the weather and occasional exposure to wet and/or humid conditions, fumes and airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration; occasional lifting and carrying of objects weighing up to 25 lbs.; ability to conduct duties in areas of unstable footing; strength, dexterity, coordination and vision to use a keyboard and computer.

WORKING CONDITIONS

Exposure to conditions such as dust, fumes, odors, or noise; periodic contact with angry and upset individuals; temperature fluctuations due to both seasonal extremes and working in and out of doors. Independent travel throughout the area is required.

Date Adopted:



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Request for Approval to Purchase Sophos SG-330 Security FireWall Appliance

SOURCE: Finance

COMMENT: The Information Technology (IT) Division is requesting approval to purchase a Sophos XG-330 firewall appliance to be located in the server room. The current appliance, the Dell SonicWall NSA 3600 is 6 years old and has reached the end of its lifecycle. The SonicWALL product line had been sold off by Dell to Quest Software Company. Under Quest ownership from June 2016 to current, customer support and technical knowledge have severely degraded. Sophos was established in 1985 and is currently a mid-market leader for enterprise security.

IT staff received the following quotes:

Sophos XG 330 from SHI for \$10,419.00

Sophos XG 330 from Strictly Tech for \$11,123.30

Palo Alto Networks PA-3020 from SHI for \$12,978.00

Staff recommends the purchase of the Sophos XG-330 firewall appliance from SHI. The quoted price includes an HA (high availability) unit for a stack configuration in the event the primary unit fails. When such a failure occurs, services will failover to the HA unit until the primary unit is repaired. This technique is considered best practice to ensure maximum up-time. The SHI proposal also includes 3 years of support and maintenance. After year three, the annual maintenance is about \$3,226.00.

Funds to purchase the Sophos XG-330 firewall appliance is available in the IT division's operating budget in the General Fund for FY 2017-2018.

RECOMMENDATION: That the City Council approve the purchase of the Sophos XG-330 firewall appliance from SHI at a cost of \$10,419, plus applicable sales tax and shipping.

ATTACHMENTS:

1. SHI FireWall Quote
2. StrictlyTech Firewall Quote
3. PalatoAlto Firewall Quote

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



Pricing Proposal
Quotation #: 14597362
Created On: 12/18/2017
Valid Until: 12/28/2017

City of Porterville

Nino Renzi

291 North Main Street
Porterville, CA 93257
United States
Phone: (559) 782-7434
Fax:
Email: nrenzi@ci.porterville.ca.us

Inside Account Executive

Michael Klotz

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7670
Fax: 732-652-3099
Email: Michael_Klotz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Sophos XG 330 - Rev 2 - security appliance - with 3 years TotalProtect - 10 GigE - 1U - rack-mountable Sophos - Part#: XB3332SUS	1	\$10,419.00	\$10,419.00
2 Sophos XG 330 - Rev 2 - security appliance - 10 GigE - 1U - rack-mountable Sophos - Part#: XG33T2HUS	1	\$0.00	\$0.00
Subtotal			\$10,419.00
Shipping			\$0.00
*Tax			\$859.57
Total			\$11,278.57

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

PLEASE NOTE: CREDIT CARD PURCHASES WILL INCUR AN ADDITIONAL 2.5% FEE

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



5381 NW 33rd Avenue, Suite 101
Fort Lauderdale, FL 33309
strictlytech.com · (954)606-5440

Quotation (Open)

Date

Jan 04, 2018 01:35 PM
EST

Modified Date

Jan 04, 2018 01:46 PM
EST

Doc

35027 - rev 1 of 1

Description

Sophos

SalesRep

McLeod, Ethan
(P) 9546065440
(F) 9546065441

Customer Contact

Ted, Williams
(P) (559) 782-7439
twilliams@ci.porterville.ca.us

Customer

City of Porterville CA (13-750)
Ted, Williams
291 North Main Street
Porterville, CA 93257
United States
(P) 559-782-7777

Bill To

City of Porterville CA
Payable, Accounts
291 North Main Street
Porterville, CA 93257
United States
(P) 559-782-7777

Ship To

City of Porterville CA
Nino, Renzi
291 North Main Street
Porterville, CA 93257
United States
(P) 559-782-7777

Payment Method

Terms: Undefined

Shipping Info

Delivery Method: FedEx Ground
Carrier Account:
Shipping Instructions:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Sophos XG 330 Security appliance - with 3 years TotalProtect - 10 ports - GIG-E - 1U - rack-mountable	XB333C5US	Yes	1	\$11,123.30	\$11,123.30
2		Sophos XG 330 Rev 2 - security appliance - with 3 years TotalProtect - 10 GIG-E - 1U - rack-mountable	XB33325US	Yes	1	\$11,123.30	\$11,123.30

CAGE: 70BA0
DUNS: 078817964
FEB: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 423430

Subtotal: \$22,246.60
Tax (0.000%): \$0.00
Shipping: \$0.00
Total: \$22,246.60





Pricing Proposal
Quotation #: 14615407
Created On: 12/21/2017
Valid Until: 1/10/2018

City of Porterville

Nino Renzi

291 North Main Street
Porterville, CA 93257
United States
Phone: (559) 782-7434
Fax:
Email: twilliams@ci.porterville.ca.us

Inside Account Executive

Michael Klotz

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7670
Fax: 732-652-3099
Email: Michael_Klotz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Palo Alto Networks PA-3020 Palo Alto Networks - Part#: PAN-PA-3020	2	\$12,978.00	\$25,956.00
2 Threat prevention subscription 3-year prepaid for device in an HA pair, PA-3020 Palo Alto Networks - Part#: PAN-PA-3020-TP-3YR-HA2	1	\$4,801.86	\$4,801.86
3 PANDB URL filtering subscription 3-year prepaid for device in an HA pair, PA-3020 Palo Alto Networks - Part#: PAN-PA-3020-URL4-3YR-HA2	1	\$4,801.86	\$4,801.86
4 WildFire subscription 3-year prepaid for device in an HA pair, PA-3020 Palo Alto Networks - Part#: PAN-PA-3020-WF-3YR-HA2	1	\$4,801.86	\$4,801.86
5 Premium support 3-year prepaid, PA-3020 Palo Alto Networks - Part#: PAN-SVC-PREM-3020-3YR	1	\$5,264.33	\$5,264.33
Subtotal			\$45,625.91
Shipping			\$0.00
*Tax			\$3,764.14
Total			\$49,390.05

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

PLEASE NOTE: CREDIT CARD PURCHASES WILL INCUR AN ADDITIONAL 2.5% FEE

Palo Alto has a no returns policy.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Acceptance of Project - Putnam Avenue and D Street Traffic Signal Project

SOURCE: Public Works

COMMENT: Loop Electric has completed the Putnam Avenue and D Street Traffic Signal Upgrade Project per plans and specifications. The project consisted of installing new traffic signals as well as the installation of new ADA compliant ramps at the intersection of Putnam Avenue and D Street.

Staff carefully tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by City Council. On November 15, 2016, City Council authorized an expenditure of \$463,356.49 for construction, construction management, surveying, quality control and inspection services for the Putnam Avenue and D Street Traffic Signal Upgrade Project. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction cost is \$420,808.15
2. Construction management and quality control costs are \$31,526.33

Total project construction costs equate to \$452,334.48, which is less than the \$463,356.49 overall budget approved by Council at time of award. Funding for the Putnam Avenue and D Street Traffic Signal Upgrade Project is by Highway Safety Improvement Program (HSIP) and Surface Transportation Program (STP) funds.

Loop Electric requests that the City Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That the City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the immediate release of the final payment, provided no stop notices have been filed.

ATTACHMENTS: 1. Locator Map

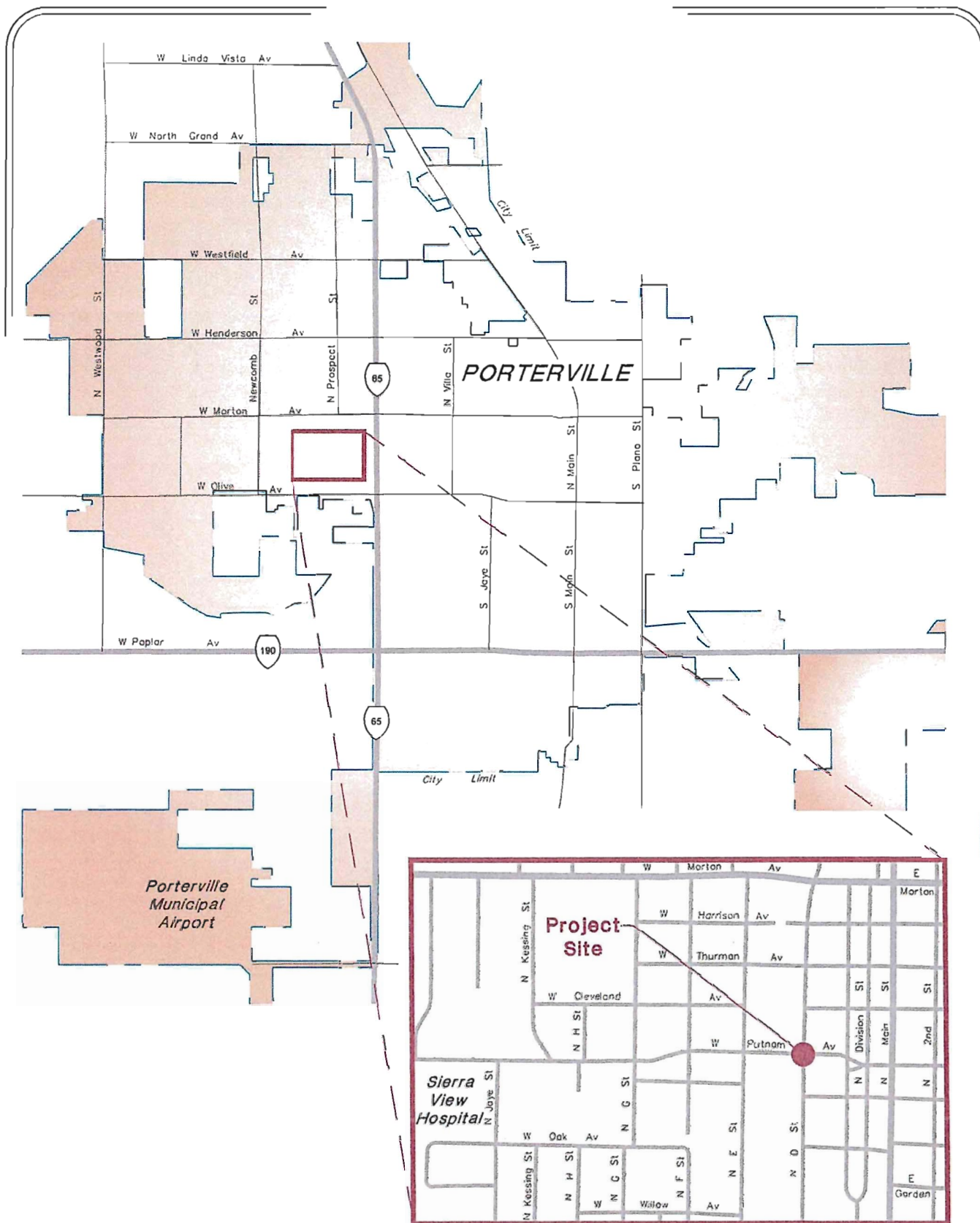
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



City of Porterville HSIP Application

Figure 1

Vicinity Map





CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Authorization to Issue an Architectural Request for Qualifications for Design and Construction Assistance Services - Animal Shelter Facility (185 N. D Street)

SOURCE: Public Works

COMMENT: The City of Porterville recently acquired 185 North D Street based on the foresight to secure property in the city center for future municipal needs. The Tulare County Assessor's Parcel Number is 252-193-010. The building is approximately 9,677 square feet, and the parcel is approximately 31,800 square feet (0.73 acres). Shortly thereafter, the City Council defined the need to convert the structure on this property to an animal shelter. Staff has coordinated with the Police Chief to create a conceptual layout (defining remodeling scope). With the concept in place, staff proceeded to the preparation of a Request for Qualifications (RFQ) for architectural services. Those architectural firms interested in the project would submit a statement of qualifications that will be reviewed and rated by a selection panel. The highest ranking firms, typically two to three firms, may or may not be asked to make a presentation to another selection panel and ranked again.

Staff will then divulge the results of the ranking to the City Council for approval and to direct staff to negotiate a fee with the highest ranking firm or the firm so chosen by the Council. By direction of the Council, the chosen firm shall meet with staff to fine tune the project scope and deliver a fee. If the fee is acceptable, staff will then seek Council's approval to execute a Service Agreement so that the firm can commence with the conversion of the former bank building to an animal shelter.

The Request for Qualifications is attached for the Council's information and staff is seeking approval to distribute the RFQ to firms qualified with animal shelters and the specific design requirements as defined by the Police Chief.

RECOMMENDATION: That the City Council authorize staff to issue an Architectural Services Request for Qualifications for the Animal Shelter Project.

ATTACHMENTS:

1. Draft RFQ - Animal Shelter Facility
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

{Date of notice}

Subject: Statement of Qualifications for Porterville Animal Shelter Facility Project

The City of Porterville seeks “Statements of Qualification” (SOQ) from qualified architectural and engineering firms for the purpose of developing plans and specifications for the design of the City of Porterville’s Animal Shelter Facility (Project), a tenant improvement project. The project is located at 185 N ‘D’ St. (APN: 252-193-010) in Porterville. A locator map identifying the existing building to be renovated and a desired conceptual layout (with scoping guidelines) are attached as exhibits.

The City seeks a professional design firm that has specific experience in design and construction administration of similar facilities (animal shelters) and who will act as the City’s representative on the project. The “design team” shall be comprised of professionals with the requisite design expertise to prepare complete “construction ready” plans, specifications, shop drawing review, construction assistance and any other ancillary duties necessary for a successful project. The “design team” should include the proper mix of professionals (architectural, engineering, and cost estimation) to ensure the successful preparation of these documents. Special attention and consideration should be given to acoustical and mechanical needs; namely sound attenuation (given the shelter’s close proximity to multi-family residential uses) and rapid air changes in the kennel areas. Specific requirements are listed in the scoping section of this document and conceptual layout provided herein.

Maintaining strict adherence to the budget and schedule are priorities for the City and therefore, the selected firm will be contractually responsible for designing to a fixed construction budget and schedule. All interested firms should submit five copies of their SOQ to the City, no later than 5:00 p.m., ***{Due Date of SOQ}***, to the address and contact person noted below. Statements shall not exceed 20 sheets, including cover letter and table of contents.

Resumes on the firm’s principals will not be counted towards the 20 sheet limitation. Further, a two sided page is considered one sheet.

Mail to:

*City of Porterville
Animal Shelter Facility Project – Statement of Qualification
291 North Main Street
Porterville, CA 93257
ATTN: Finance Department*

The consultant's SOQ should be formatted as described in Exhibit 'A' - "Proposal Content Requirements and Insurance Requirements," and should address items 'a' through 'l' as shown in the City's "Request for Qualifications" screening panel selection criteria section. It is the City's intent to invite the top three rated firms to participate in oral interviews at a future date to be determined by the Police Chief. *{It may not be necessary to have oral interviews if we decide to use the submittals as the determining factor for consultant selection}.*

Sincerely,

Michael K. Reed
Public Works Director

REQUEST FOR QUALIFICATIONS

Consulting Services Agreement Porterville Animal Shelter Facility Project

Architectural Design and Engineering Services

Issue Date: February 1, 2018

Due Date: March 2, 2018

Subject: REQUEST FOR QUALIFICATIONS (RFQ) – PORTERVILLE ANIMAL SHELTER FACILITY: ARCHITECTURAL/ENGINEERING SERVICES

The City of Porterville is seeking qualified Architectural/Engineering firms to provide consultant services for the purpose of developing complete plans and specifications for the tenant improvements for the Porterville Animal Shelter Facility. Interested firms are asked to submit Statements of Qualifications that clearly demonstrate the firm's ability and desire to perform all tasks described in the "Scope of Services" included herein.

This document identifies the general project scope and procedures for Consultant involvement in this process. Responding Consultants must have relevant experience and the ability to provide the requisite professional services.

PROJECT

The City desires to enter into a Services Agreement (SA). This will serve as the instrument authorizing consulting professional services to commence. Services performed under SA are identified below under "Scope of Services." The "Scope of Services" does not list all of the professional services that may be required under this contract.

CONSULTANT SELECTION

For the purposes of this solicitation, the Screening Panel shall determine the top three ranked candidates to be interviewed. The highest rated consultant at the conducted interview will be invited to participate in a "face-to-face" meeting with City staff to discuss the project in greater detail.

Based on the face-to-face meeting, the consultant will summarize in writing their understanding of the project requirements and prepare a thorough Scope of Services. Said "scope" shall be submitted to the City for City concurrence within 15 working days from the date of the face-to-face meeting. The City reserves the right to negotiate with the 2nd rated firm and the 3rd rated firm if the City is unable to successfully negotiate a service agreement with the highest rated consulting firm.

SCREENING PANEL SELECTION CRITERIA

The information requested within this RFQ will be scored by the Screening Panel Board. The three highest ranked firms selected by the Screening Panel Board may be interviewed by the Interview Board. The Screening Panel Board evaluation will consist of a matrix totaling **100 points**.

- a. Capability to perform all or most aspects of the project – 10 pts.*
- b. Recent experience in projects comparable to the proposed project – 10 pts.*
- c. Firm's reputation for professional integrity and competence – 5 pts.*
- d. Key personnel's professional background and caliber – 7 pts.*
- e. Adequate qualified personnel available for assignment to the project – 5 pts.*
- f. Recent experience in specialized areas associated with the project – 5 pts.*
- g. Demonstrated ability to meet schedules or deadlines – 10 pts.*
- h. Demonstrated ability to complete projects without having major cost escalations or overruns – 7 pts.*
- i. Qualifications & experience of outside consultants regularly engaged by the consultant under consideration – 10 pts.*
- j. Quality of previously undertaken projects – 10 pts.*
- k. Familiarity with and proximity to the geographic location of the project – 5 pts.*
- l. Capability of branch office to perform independent of the home office, or conversely, capability to obtain support from the home office – 3 pts.*
- m. Demonstration and understanding of the project's potential problems and the City's special concerns – 5 pts.*
- n. Degree of interest shown in undertaking the project – 3 pts.*
- o. Evidence that the consultant is an equal opportunity employer – 2 pts.*
- p. Proximity of firm's office to the project – 3 pts.*

RFQ SCHEDULE

The schedule for the release of the RFQ, the receipt of qualifications consistent with the requirements of this RFQ from firms, the interviews of proposing consultants and the proposed start date are defined below:

- | | |
|--|------------------|
| • Release of RFQ: | February 1, 2018 |
| • Proposals Due: | March 2, 2018 |
| • Interview of Firms/Selection: | April 20, 2018 |
| • City Council Authorization to negotiate: | May 1, 2018 |
| • City Council Award of Contract: | June 5, 2018 |

Architect/Engineer's Fee

A-E fees are not expected as part of the SOQ. The top rated consultant shall provide his firm's fee after the final "scope of services" has been drafted and approved by the City. The City of Porterville has yet to define a design budget for this project. Budget thresholds will be defined through the design services negotiations process once a firm is selected. The City recognizes that the attached "Scope of Services" is not 100% complete. However, the City states clearly herein that the services required of the Consultant are for the purpose of developing complete "shovel

ready” plans & specifications. The scope of services describes the various general categories of work that the City believes are necessary to develop the plans & specs as described herein.

TYPICAL CONSULTANT SCOPE OF SERVICES

Meet with City staff to ascertain the full scope of design work and determine the level and amount of information and drawings available to the consultant to assist in the preparation of the formal “scope of services”. Said scope shall be prepared and transmitted to the City for review and concurrence. The consultant shall include his “fee” for all work described in the scope of services and if acceptable to the City, the scope of services and associated fee shall form the basis for the Consulting Services agreement.

Services to consider in developing the consultant’s fee include but are not limited to:

Prepare preliminary Engineer’s Estimate of Probable Cost Report(s) for the herein provided conceptual layout. Should the estimate of the provided conceptual layout exceed the budget, the consultant shall modify the conceptual layout and provide a new preliminary estimate. The consultant shall seek construction estimates from a contractor or contractors to assist in this process. The modification of the conceptual plan and preparation of the preliminary estimate(s) may take up to three (3) iterations before the City Council will approve the budget for the project. Defining the project budget must be secured and approved by the City Council before commencing with the final preparation plans and specifications.

Complete plans & specifications for foundation, plumbing, mechanical, building structure, roof, landscape & irrigation and exterior flatwork concrete/asphalt improvements.

Perform services required to prepare plans, specifications, contract documents, special provisions and special details needed for a complete and thorough project.

Prepare a final Engineer’s Estimate of Probable Cost Report.

All technical and advisory services such as but not limited to attendance at the Pre-Bid meeting, respond in writing to contractor questions, attend the bid opening and assist in the review of bid proposals, and awarding the construction contracts as required.

Attend and chair the preconstruction conferences for the project.

Review shop drawings and respond in writing on the acceptability of shop drawing submittals.

The third phase of the agreement relates to construction engineering and contract administration.

If the City elects to engage the services of the consultant for this phase of work, the following is a fairly accurate representation of expected tasks:

Inspect all work and notify the City of any failure by the Contractor to comply with the plans and specifications.

Respond to Construction RFI's.

Review and recommend to the City relative to approval of periodic requests for payments to the Contractor.

Attend the final inspection.

Prepare the Final Engineer's Report.

Prepare the "Drawings of Record" and furnish the City with one set of reproducible drawings for the project.

ATTACHMENTS

Attachment A: Standard Form of Consultant Agreement

Attachment B: Exhibit 'A' – Proposal Content Requirements

Attachment C: Exhibit 'B' – General Scope of Work

Attachment D: Exhibit 'C' – Animal Shelter Building Program

Attachment E: Exhibit 'D' – Project Locator Map

Attachment F: Exhibit 'E' – Project Conceptual Layout

SAMPLE SERVICE AGREEMENT

DATE: {DATE}

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

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

Project Name: Porterville Animal Shelter Facility

Description of Project: In general, CONSULTANT to provide design and engineering services for the Porterville Animal Shelter Facility project. Details are summarized in the Scope of Services as Attachment "A."

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

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described:

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed _____ Dollars, (\$)).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month.

CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by (*date*). In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

The parties agree that time is of the essence under this contract. Inasmuch as it would be difficult to ascertain the actual amount of damages sustained by delay in performance of said contract, the amount of \$100 per calendar day shall be deducted from the contract price for liquidated damages for each calendar day beyond the completion date listed above. Said deduction will not be made if CONSULTANT submits proof in writing that delay in completion was due to a cause beyond its control.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$1,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$1,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. *To the fullest extent permitted by law*, CONSULTANT agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents, *or CONSULTANT'S activities related to the terms and conditions of or implementation of this Agreement.*

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

PROPOSAL CONTENT REQUIREMENTS
Exhibit 'A'

IN ORDER TO BE CONSIDERED COMPLETE, EACH PROPOSAL MUST INCLUDE, AT A MINIMUM, THE FOLLOWING:

- A. TRANSMITTAL LETTER
- B. PROJECT UNDERSTANDING/QUALIFICATION STATEMENT
- C. PROJECT TEAM TABLE OF ORGANIZATION
- D. PROJECT SCHEDULE
- E. EXPERIENCE OF ASSIGNED PERSONNEL
- F. FIRM'S RELATED EXPERIENCE AND REFERENCES
- G. EFFORTS TO ASSURE EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT SELECTION PROCESS

The top three to four rated consulting firms will be invited to participate in oral interviews. The oral interviews will determine the top rated firm. The Public Works Director shall make a recommendation to the City Council to award a contract to the top rated firm. The City Council, at its sole discretion, may choose to accept staff's recommendation or, may choose to award a contract to another consulting firm or, may choose not to award a contract at this time.

The Contract will be a written Service Agreement between the Consultant and the City, setting forth the scope of work, responsibilities, deliverables, schedule, and ownership of work, insurance requirements, compensation, method of payment, and other points. A sample Service Agreement is a part of the RFQ packet. Please indicate, on the cover letter, the firm's ability to comply with the Service Agreement provisions, including insurance coverage.

Exhibit 'B'

General Scope of Work

The City of Porterville seeks architectural, engineering, final design construction plans and specifications for the City's proposed Animal Shelter Facility. The successful consultant shall prepare an "in depth" scope of work and fee schedule after meeting with City staff to discuss the City's vision and requirements for the Animal Shelter Facility project. The meeting with staff will allow the consultant to determine the amount of data available to the consultant and allow staff to comment on those items of work that must be incorporated into the plans and specifications for a complete project.

After the initial meeting, the consultant shall complete and present their "scope of services" expressing the consultant's understanding of the City's requirements within 20 working days of the "scoping" session. The City will review the consultant's scope of work, red-line, modify and/or change as necessary and return for the consultant's action. The consultant shall return the corrected/modified "scope of work" to the City within 10 working days along with the consultant's fee.

As noted above, the consultant shall prepare a complete scope of services for construction ready plans and specifications for the Animal Shelter Facility project. It is the City's opinion that a complete scope of services must include, as a minimum, the seven tasks listed below. These tasks are a guide should be included in the consultant's "scope of services" either as a separate task or incorporated as a sub-task.

TASKS:

1. Field/Site Review (As-built creation)
2. Agency & Utility Company Coordination (as required)
3. Animal Shelter Building Tenant Improvement Preliminary Plans
4. Preliminary Construction Estimates (Costing and Construction Timeline)
5. Title 24 Compliance Testing and applicable forms
6. Complete Construction Plans and Specifications
7. Final Engineer's Estimate of Probable Report
8. Construction Bid Assistance
9. Construction Management Assistance – Submittal Review, Addressing RFIs, etc.

In closing, the consultant shall submit to the City for review and approval, a detailed 24" x 36" "Gantt" chart identifying each task, milestone and targeted dates for the completion of each task.

The Gantt chart must be submitted to the City prior to the first progress payment request. At each payment request, the consultant shall also provide a ½ page summary describing work performed to date that coincides with the payment request.

End of General Scope of Work

Exhibit 'C'

Animal Shelter Facility discussion

As this project is a tenant improvement in an existing building, a conceptual layout was completed to determine viability at the proposed location. The conceptual layout and project program will serve as the guiding documents for the development of the construction plans and specifications. Exact material, furnishing, and equipment models, finishes, and types will need to be discussed and approved at project scoping meeting.

Key Features:

- Complete and efficient utilization of existing spaces.
- Low maintenance, durability, and ease of cleaning are priorities.
- All kennels shall be the above floor type with one-piece molded fiberglass base, anti-slip, with sidewall up to approximately 6". They shall include a free standing or swing up rest bench, stainless steel gates with feeder bowls and FRP isolation side panels, with the majority (of kennels) having panel mounted cross doors. They shall be equal or greater in all aspects to those such kennels that are manufactured by Mason Company.
- Design shall consist of two separate "sides", "public" and "private". The "public" side shall be areas incidental to facilitating viewing and interacting with animals for adoption, whereas the "private" side shall consist of all other incidental ancillary spaces necessary for the day to day operations of the facility and the care of the animals housed therein.
- It is preferred that lobby, supervisor office and staff meeting room be carpeted. High traffic areas or those spaces where hygienic cleanliness is a priority (kennel spaces, meet & greet, isolation, quarantine, restrooms, exam/grooming area, intake, euthanasia and cold storage) shall receive an epoxy based coating with a minimum 4" integrated cove base. Product shall be equal or greater in all aspects to that which is manufactured by PermaTek Coatings.
- Design should incorporate measures to mitigate perceived noise, both inside the facility (special attention given to the public side) and outside as there is a multifamily development ~100' due west of the proposed animal shelter.
- ***Deviation from conceptual layout and/or this preliminary project program shall only be done with the explicit authorization and approval by the City.***

Room specifics:

RM 101 – Lobby: Welcoming and brightly lit space with carpeting and commercial grade furniture. It should utilize to the greatest extent possible the existing curved countertop (with a portion amended to meet current accessibility requirements) and a computer workstation space for office use. A portion of this area shall be set aside for an adoptable pet of the day "playpen" of sorts. This area shall receive the same epoxy based flooring as required in the kennel spaces but be bound by short or half walls for easy viewing. Similarly, a space shall be set aside for adoptable cats with several double height cat condos.

RM 102 – Supervisor Office: A carpeted space similar to the lobby with desk, workstation, and seating to support supervisory duties. To be immediately adjacent to the lobby. As an option, fixed multiple pane (for sound attenuation) windows may be provided for viewing into the lobby.

RM 103 – Staff Meeting Room: A carpeted space similar to the lobby immediately adjacent to the supervisor’s office. To have a table with seating from 8-12 persons for use as meeting area and for public outreach activities. As an option, fixed multiple pane (for sound attenuation) windows may be provided for viewing into the lobby.

RM 104 – Corridor: Brightly lit space providing access to the Break room (RM 105), Accessible Restroom (RM 106), Staff locker\changing room (RM 108), Lab\Exam\Grooming (RM 109), Storage (RM 110), and Janitor’s Closet (RM 113). To have sealed concrete flooring.

RM 105 – Break room: Brightly lit with sealed concrete flooring. Provide “kitchenette” space with refrigerator, sink (with disposal), and adequate countertop for employee food prep with accompanying base and upper cabinets for storage. As an option, fixed multiple pane (for sound attenuation) windows may be provided for viewing into the hallway (RM 115) outside the “Meet & Greet” rooms (RM 116 & RM 117) and into the adoptable “public side” kennel space (RM 118).

RM 106, RM 107 & RM 127 – Accessible Restrooms: Each room shall have sealed concrete floors with positive slope toward a floor drain. All appurtenances shall comply with current accessibility standards.

RM 108 – Locker\changing room: This space shall have a sealed concrete floor with positive slope toward a floor drain. Full height lockers shall be provided for staff.

RM 109 – Lab\Exam\Grooming Room: Shall have epoxy based flooring with integral cove base and a floor drain. Equipment needs are an exam\grooming table, counter top with computer workstation and base cabinets, grooming sink\tub, and refrigerated storage for samples and vaccines.

RM 110 – Storage Room: This room may be removed in favor of a vestibule for the outdoor crate storage space (RM 114). In either case, it shall have a sealed concrete floor that is complementary with the corridor space (RM 104) feeding into it.

RM 111 – Electrical Room: This space shall have a sealed concrete floor and provide adequate access for required backboards for telecom and server uses.

RM 112 – Existing Bank Vault (Records): Existing bank vault to be used for paper records storage purposes. No work planned in this area.

RM 113 – Janitor’s Closet: This space to have a sealed concrete floor, with positive slope towards a floor sink/drain. To be large enough to house chemicals necessary for janitorial uses.

RM 114 – Crate Storage: This outdoor space (formerly a drive-thru) to be enclosed with architectural (aesthetic) wrought iron with integrated man gate for exterior access.

RM 115 – Hall: Shall have epoxy based flooring with integral cove base as this space acts as a vestibule for the meet & greet rooms (RM 116 & RM 117) and the adoptable kennels (RM 118). The doors in this area may be either solid core or hollow metal with insulation (for sound attenuation) with side-light or half-light for occupant visibility or a multi-paned full light unit. Doors shall be tight sealing (for sound attenuation) and may have double swing capabilities.

RM 116 & RM 117 – Meet & Greet Rooms: These rooms shall have epoxy based flooring with integral cove base and floor drains. A heavy-duty full-light sliding door is preferred. Durable bench seating is desired as well.

RM 118 – Adoptable (Public Side) Kennels, RM 119 – Overflow, RM 120 – Intake & Temporary Holding (Private Side), RM 121 – Feline Isolation, RM 122 – Canine Isolation, and RM 123 – Canine Quarantine: These kennel areas are to be brightly lit, with epoxy based flooring with integral cove base and floor drains and special consideration for the quality of care for the animals in the shelter. Kennels shall be free standing and raised (to facilitate above grade drainage infrastructure) and conform to the specifics outlined under the “key features” mentioned above.

Special consideration shall be given to sound attenuation. Isolation materials along the walls and hanging “batts” from the ceiling (such as the materials manufactured by Audimute) are possible solutions. This will help to enhance the comfort of the shelter’s neighbors, inhabitants and patrons. ***Please note: For all kennel spaces, it is the desire of the City to adhere to the recommendations of the Humane Society of the United States “Shelter Design Packet” ([link](#)) in terms of “air changes”, temperature, and relative humidity as closely as feasible to ensure high quality of care.***

RM 124 – Dishwashing: This area is to have epoxy based flooring with integral cove base. Provide a large commercial grade sink (with disposal) and large commercial grade dishwasher for bowl/utensil cleaning. Also provide upper and base cabinets for storage and food prep.

RM 125 – Supplies and RM 126 – Food Storage: These areas are to have sealed concrete flooring with commercial shelving for storage of dry/canned food items and supplies such as mats, pads, blankets, etc.

RM 128 – Euthanasia & Cold Storage: This area is to have epoxy based flooring with integral cove base and floor drain. A large walk in freezer (to store 5+ 55-gal drums used for discrete disposal). This room to be located immediately adjacent to the Sally Port Secure Area (RM 131) for afterhours access by the disposal contractor. A keypad (or similar) type secured access shall be provided to limit after-hours access to only this space.

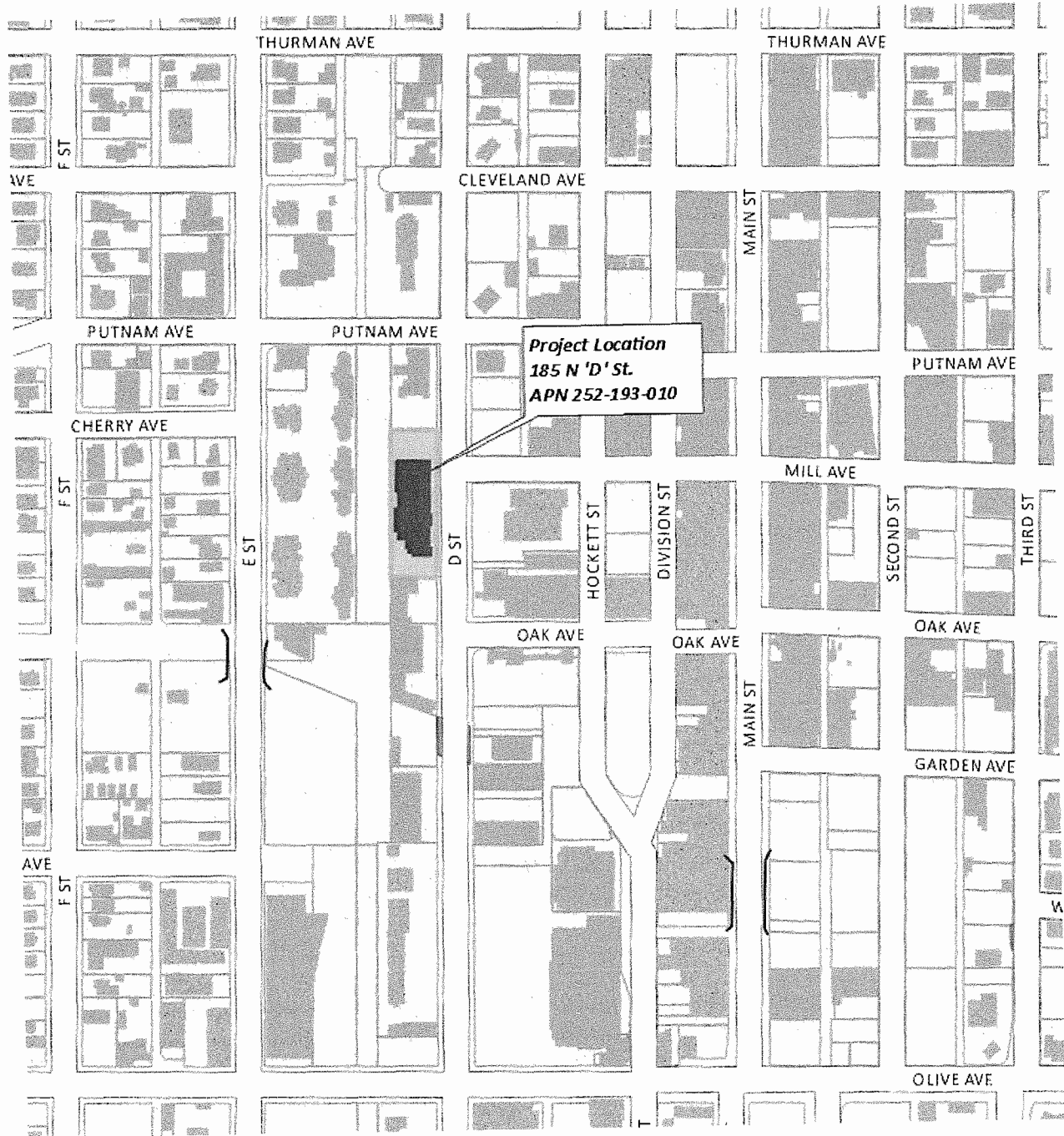
RM 129 – Laundry: This area is to have epoxy based flooring with integral cove base and floor drain. A large utility type basin for pre-cleaning is desired. Industrial grade extractor and dryer for laundering beds and blankets is required. Counter space with cabinets and shelving for storage is desired as well.

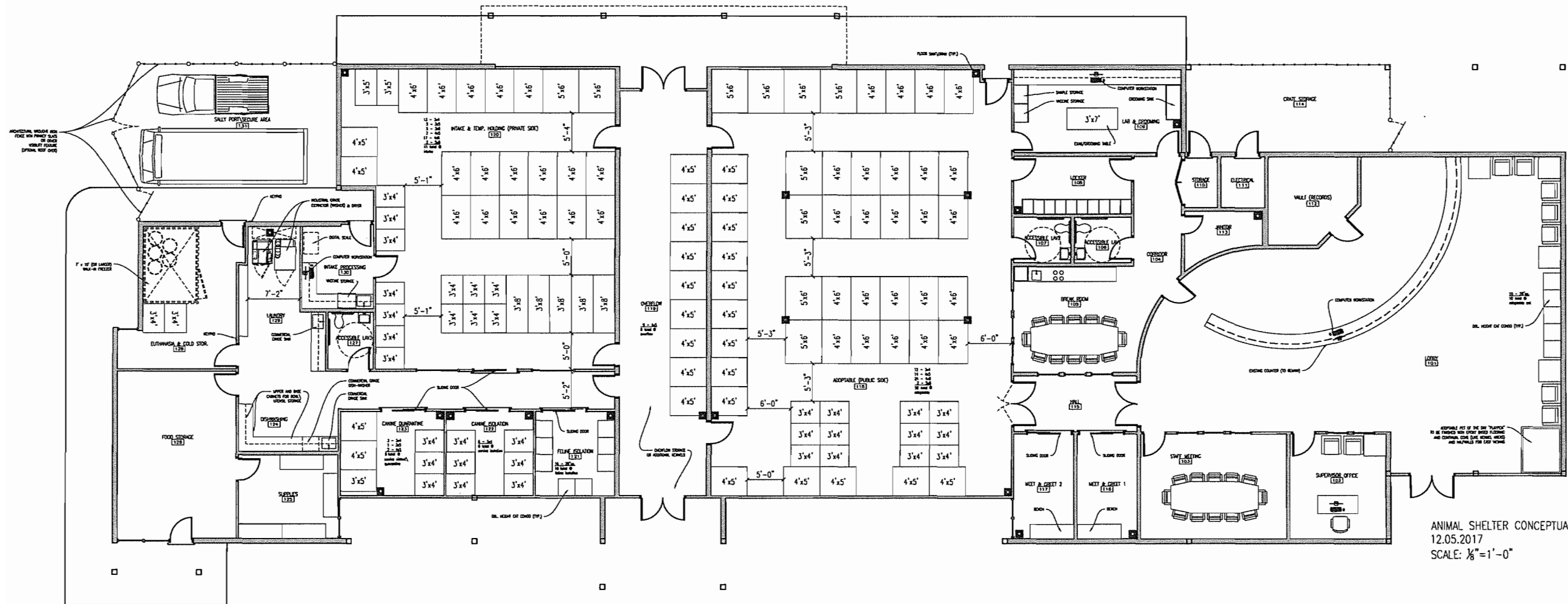
RM 130 – Intake Processing: To be located immediately adjacent to the Sally Port Secure Area (RM 131) and the Intake & Temporary Holding kennels (RM 120). This area is to have epoxy based flooring with integral cove base and floor drain. Please provide a sink and computer workstation along with base and upper cabinets for supply storage as well as a small refrigerator for vaccines. A digital scale for animal processing is also desired.

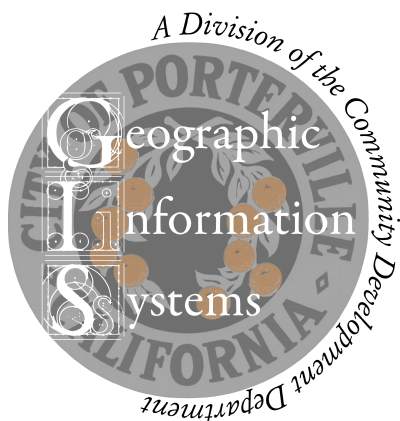
RM 131 - Sally Port (Secure Area): This outdoor space to be enclosed with architectural (aesthetic) wrought iron (the view must be obscured with privacy slats or similar aesthetic treatment) with integrated man gate for exterior access. Vehicle gate(s) or automated roll-up door (preferred) for secure vehicular access.

Exhibit 'D'

Animal Shelter Building Project Locator Map







PRC 2017-034
GPA and Rezone
@ 185 N D Street
Project Locator Map
1" = 200ft



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Assignment of Airport Lease - Lot 45

SOURCE: Finance

COMMENT: Mr. Dana Gillespie, President of Gillespie Ag Service, the current leaseholder of Lot 45, has sold his hangar to Aircraft 445, LLC. The new owner is requesting Council authorization to assume the existing lease between the City of Porterville and Gillespie Ag Service effective January 1, 2018 and expiring June 30, 2022.

RECOMMENDATION: That the City Council approve the Assignment of Airport Lease for Lot 45 between the City of Porterville and Gillespie Ag Service to Aircraft 445, LLC; and authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Locator Map
2. Draft Assignment of Lease
3. Lessor's Consent to Assignment of Lease
4. Letter of Request
5. Bill of Sale

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: Patrice Hildreth, Administrative Services Dir

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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33

50

32A B C

31C

31A

31B

30B

30A1

30A2

30A3

**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 1st day of January, 2018, by and between Gillespie Ag Service, P. O. Box 190, Deer Harbor, WA 98243, owner of a hangar on Lot 45 at the Porterville Municipal Airport, as the Assignor, and Aircraft 445, LLC, 1279 W. Henderson Ave. #340, Porterville, CA 93257, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective January 1, 2018, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated July 1, 1992 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Michael and Frankie L. Archer, as the original Lessee, and assumed by Gillespie Ag Service, on January 1, 2010, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport Hangar Lot No. 45, containing a total area of approximately 5,180 square feet, and establishing a Lease terminating on June 30, 2022.

2. Effective January 1, 2018, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a \$150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

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

ASSIGNOR:

ASSIGNEE:

By: _____
Dana Gillespie
Gillespie Ag Service

By: _____
Thomas J. O'Sullivan
Aircraft 445, LLC

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 45**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 45, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease upon the expressed condition, however, that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 16th day of January, 2018.

CITY OF PORTERVILLE
"LESSOR"

BY: _____
Milt Stowe
MAYOR, CITY OF PORTERVILLE

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

[Unverified Sender] Lease Hangar 45 Ariport

▶▶▶Tom O'Sullivan ▶▶▶ <tosullivan@ozservices.net>

Tue 1/2/2018 9:31 AM

Inbox

To:Janie Rodriguez <jrodriguez@ci.porterville.ca.us>;

 1 attachments (65 KB)

kptv 45 Bill of sale.pdf;

Good morning Janie.

Attached please find the bill of sale for Hangar 45 at the Airport. We would like to get our name on the lease please.

If you have any questions please contact Tom O'Sullivan at 559-781-5999

Best

--

Tom O

This e-mail (and attachments, if any) may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

City of Porterville
291 N Main St
Porterville, CA. 93257
Attn: Airport Authority Finance

January 2, 2018

Dear Sir/ Madam,

This is to inform you hanger # 45 located at the Porterville Muni Airport, KPTV owned by Dana Gillespie and Susan Peck has been sold.

1893 S Newcomb St #45
Porterville 93257
for the agreed price of \$68,000.00.

The new owner is
Aircraft 445, LLC
Attn: Tom O'Sullivan
1279 W Henderson Ave. #340
Porterville, CA. 93257

We respectfully request you transfer the lease effectively immediately to the new owner, Aircraft 445 LLC. If you need to contact us our home phone is 360-622-2726

Cordially,

Dana Gillespie



Susan Peck



PO Box 190
Deer Harbor, WA 98243



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: CDBG Citizens' Advisory and Housing Opportunity Committee

SOURCE: Community Development

COMMENT: In preparation for the development of the Annual Action Plan to be submitted to the Department of Housing and Urban Development (HUD), the following items are required: 1) the adoption of the 2018 Citizen Participation Plan and 2) the annual designation and appointment of a Citizens' Advisory and Housing Opportunity Committee.

HUD requires each jurisdiction that receives formula grants through its Community Development Block Grant Program to prepare and adopt a Citizen Participation Plan. The Plan provides guidelines for the participation of citizens in determining the use of CDBG funds. This Plan is reviewed annually for necessary revisions prior to Council's adoption of the CDBG Action Plan. In 2015, the Citizens Participation Plan was developed by LeSar Development Consultants and is in compliance with Federal regulations, only minor revisions were necessary to the 2016 plan to reflect updated contact information and dates (Attachment 1). The 2018 Citizens' Advisory and Housing Opportunity Committee Participation Plan Schedule is presented as Attachment 2.

A Citizens' Advisory committee was established in 1981 to function in an advisory capacity to the Mayor and council regarding program design, implementation, and assessment. This Committee consists of seven residents of the City, appointed annually by the Mayor and City Council. The Citizen Participation Plan places particular emphasis on obtaining representation of low and moderate income persons residing in slum and blight areas, members of minority groups, the elderly, the disabled, and residents of areas where use of funds is proposed.

All seven members of the 2017 committee have expressed their willingness to serve as 2018 committee members:

Pat Contreras
Doug Heusdens
Kelle Jo Lowe
Grace Muñoz-Rios
Linda Mendez (Olmedo)
Rebecca Vigil
Maria Gonzalez

The 2018 Action Plan is in the process of being developed and will be presented to the City Council in April or May. It is anticipated that expenditures for activities will be consistent with previous years. More than half of the entitlement will be allocated to the debt service for the Section 108 loan for the Heritage Center, and the balance of the entitlement and program income will be allocated between the programs adopted in the 2015-2020 Five Year Consolidated Plan, which include the Housing Rehabilitation Program, the First Time Low Income Homebuyer Program, the Public Utility Assistance Program, the Homebuyer Education Program, Property Acquisition Clearance and Disposition, Permanent Supportive Housing Program for the Homeless, the Park Improvement Program, the Business Assistance Program, the Business Façade Improvement Program, and the Porterville Youth Center. As is typical of each year, not all programs in the Consolidated Plan will be allocated funding.

Community input from the Community Meeting will be presented to the Citizens' Advisory and Housing Opportunity Committee when they meet in March. The Citizens' Advisory and Housing Opportunity Committee will give input on the 2018 Draft Action Plan. The Plan will then be available for a 30 day public comment period and will be taken to the City Council for final adoption in May.

RECOMMENDATION: That the City Council:

1. Adopt the 2018 Citizen Participation Plan; and
2. Appoint existing committee members Pat Contreras, Maria Gonzalez, Doug Heusdens, Kelle Jo Lowe, Linda Mendez, Grace Muños-Rios, and Rebecca Vigil, to the Citizens' Advisory and Housing Opportunity Committee for a one-year term.

ATTACHMENTS:

1. Draft 2018 Citizen Participation Plan
2. Draft 2018 Action Plan Citizens Participation Schedule

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir

CITY OF PORTERVILLE
2018/19 CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE
PARTICIPATION PLAN

Citizen Participation Plan

Introduction

The City of Porterville (City) is a federal entitlement jurisdiction that receives federal grant funding from the U.S. Department of Housing and Urban Development (HUD).

The City receives federal entitlement grant funding for the following programs:

- Community Development Block Grants (CDBG)
- Home Investment Partnership Act (HOME)

As an entitlement jurisdiction, the City is required to prepare:

- A Five Year Consolidated Plan (Consolidated Plan) that includes a Citizen Participation Plan (CPP)
- An annual Action Plan (Action Plan)
- An annual Consolidated Annual Performance Evaluation Report (CAPER)

Under HUD's Code of Final Regulations for the Consolidated Plan (24 CFR Part 91 Sec. 91.105), the City must adopt a Citizen Participation Plan that sets forth the City's policies and procedures for citizen participation in the planning, execution, and evaluation of the Consolidated Plan, Action Plans, and CAPER. This CPP provides guidelines for the City to provide and encourage public participation by residents, community stakeholders, and grant beneficiaries in the process of drafting, implementing, and evaluating the Consolidated Plan and related documents. The citizen participation process includes outreach, public hearings, community forums, and opportunities for comment.

Definitions

- **Action Plan (Action Plan):** The Action Plan summarizes the activities that will be undertaken in the upcoming Fiscal Year (FY) to meet the goals outlined in the Consolidated Plan. The Action Plan also identifies the federal and non-federal resources that will be used to meet the goals of the approved Consolidated Plan.
- **Citizen Participation Plan (CPP):** The CPP provides guidelines by which the City will promote engagement in the planning, implementation, and evaluation of the distribution of federal funds as outlined in the Consolidated Plan, Action Plan, and CAPERs.
- **Community Development Block Grant (CDBG):** HUD's CDBG program provides communities with resources to address a wide range of housing and community development needs that benefit very low and low income persons and areas.
- **Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER assesses the City's annual achievements relative to the goals in the Consolidated Plan and proposed activities in the Action Plan. HUD requires the City to prepare a CAPER at the end of each fiscal year.

- **Department of Housing and Urban Development (HUD):** HUD is the federal government agency that creates and manages programs pertaining to federal home ownership, affordable housing, fair housing, homelessness, and community and housing development.
- **Displacement:** Displacement refers to the involuntary relocation of individuals from their residences due to housing development and rehabilitation activities paid for by federal funds.
- **Eligible Activity:** Activities that are allowable uses of the CDBG funds covered by the CPP as defined in the Code of Federal Regulations Title 24 for HUD.
- **Entitlement Jurisdiction:** A city with a population of at least 50,000, a central city of a metropolitan area, or a qualified urban county with a population of at least 200,000 that receives grant funding from HUD.
- **Five Year Consolidated Plan (Consolidated Plan):** HUD requires entitlement jurisdictions to prepare a Consolidated Plan every five years. The Consolidated Plan is a strategic plan that identifies housing, economic, and community development needs and prioritizes funding to address those needs over a five-year period.
- **Low and Moderate Income (LMI):** As defined annually by HUD, Low and Moderate Income (LMI) is 0-80 percent of area median family income (AMI) for a jurisdiction, with adjustments for smaller or larger families. This includes those individuals presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers). HUD utilizes three income levels to define LMI households:
 - Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)
- **Public Hearing:** Public hearings are designed to provide the public the opportunity to make public testimony and comment. Public hearings related to the Consolidated Plan are to be advertised in local newspapers and made accessible to non-English speakers and individuals with disabilities.
- **Substantial Amendments:** Amendments are considered “Substantial” whenever one of the following is proposed:
 - A change in the allocation priorities or a change in the method of fund distribution
 - A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent
 - To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan

- To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate income households

Roles, Responsibilities, and Contact Information

The City is a federal entitlement jurisdiction and is a recipient of grant funding from the federal government.

The City's Charter established a council and manager form of government. Porterville's City Council is the elected legislative body of the City and is responsible for approving its Consolidated Plan, Action Plans, Substantial Amendments, and CAPERs prior to their submission to HUD.

It is the intent of the City to provide for and encourage citizen participation, with particular emphasis on participation by lower income persons who are beneficiaries of, or impacted by, entitlement-funded activities. The City encourages participation in all stages of the Consolidated Planning process by all residents, including minorities and non-English speaking persons, as well as persons with mobility, visual or hearing impairments, and residents of assisted housing developments and recipients of tenant-based assistance.

In general, hearings will be held at City Hall due to its central location, convenient access, and disability accessibility. Translation services will be provided when there is an indication that non-English speaking persons will be attending. Other reasonable accommodations will be provided on a case-by-case basis.

The General Contact Information for the City's HUD Entitlement Programs is:

Jennifer M. Byers
Community Development Director
jbyers@ci.porterville.ca.us
291 N. Main Street
Porterville, CA 93257

Citizen Participation Policies

Public Hearings

The City will hold public hearings for Consolidated Plans, Annual Action Plans, CAPERs, amendments made to the CPP, and Substantial Amendments.

The Consolidated Plans, Annual Action Plans, CPP amendments, and Substantial Amendments require two public hearings. One required hearing is a City-staffed community meeting and one required hearing is before City Council for document adoption. The CAPER requires one hearing before City Council for document adoption.

Community hearings will be held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

The City Council public hearings will be held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency will be provided upon request, ranging up to five business days prior notification to the City Clerk. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

Notice of Hearings and Review Periods

To allow the public time to provide comments prior to the submission of approved documents to HUD, the City will hold a minimum 30-day public review and comment period for the Consolidated Plan, Action Plan, and Substantial Amendment. The City will establish a public review period of at least 15 days for each CAPER and amendments to the CPP. Copies of the draft plans will be available to the public at the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

The City will place public notices at City Hall (291 N. Main Street), the Porterville Library (41 W. Cleveland Avenue), online through the City's website (www.ci.porterville.ca.us), and through advertisement in a local newspaper of general circulation in advance of a 30-day public review and comment period.

To ensure that the public, including minorities, persons with limited English proficiency, persons with disabilities, residents of public housing, and LMI residents are able to participate in the public review process, the City will provide residents, public agencies, and other stakeholders with notices on applicable public review periods and public hearings that adhere to the following:

- The notices will be published prior to the start of the public comment period and at least fifteen (15) days before the final public hearing and will include information regarding how to request accommodation and services available for persons with disabilities who wish to attend the public hearings.
- The notices will be distributed to persons and agencies on the contact list maintained by the City for those parties expressing interest in receiving information and updates related to the City's Consolidated Plan, Action Plan, CAPER, Substantial Amendments and CPP. Interested parties may request to be added to this contact list by sending an email to housing@ci.porterville.ca.us, by calling (559) 782-7460 or by writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257.
- The notices will be distributed through a variety of methods, including e-mail, newspaper publications and the City's website at www.ci.porterville.ca.us. The notices will include information on how to obtain a copy of the draft documents and scheduled hearing dates, times, and locations.

The public may file comments on draft plans in writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257; via email to Jennifer Byers at jbyers@ci.porterville.ca.us or Claudia Calderon at ccalderon@ci.porterville.ca.us; or by phone at (559) 782-7460. Comments may also be submitted in person at the Community Development Department, 291 N. Main Street, Porterville, CA 93257, Monday through Friday during business hours, and during the Council adoption hearing.

When necessary or applicable, the City may combine notices complying with several individual requirements into one comprehensive notice for dissemination and publication.

Comments/Complaints on Adopted Plans

Comments or complaints from residents, public agencies, and other stakeholders regarding the adopted Consolidated Plan or related amendments and performance reports may be submitted in writing or verbally to the General Contact at the Community Development Department, 291 N. Main Street, Porterville, CA 93257. Written comments or complaints will be referred to appropriate City staff for consideration and response. The City will attempt to respond to all comments or complaints within fifteen (15) business days and maintain a correspondence file for this purpose.

Availability of Draft and Approved Documents

The draft and final versions of the Consolidated Plan, Action Plan, CAPER, all related amendments, records, and regulations will be available online at the City's website: www.ci.porterville.ca.us. Hard copies of all documents will be available at the Community Development Department, 291 N. Main Street, Porterville, CA 93257 and upon written request. If the City is unable to provide immediate access to the documents requested, it will make every effort to provide the documents and reports within 15 business days from the receipt of the request.

During the 30-day public review and comment period, copies of the document will be available to the public for review at City Hall (291 N. Main Street), the Porterville Library (41 W. Thurman Avenue), and through the City's website at www.ci.porterville.ca.us.

Displacement Policy

As part of the CPP, the City must maintain a displacement policy. Displacement refers to the involuntary relocation of individuals from their residence due to housing development and rehabilitation paid for with federal funds. The City will continue to use existing federal and state relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of California have specific requirements dictating the amount of benefits and assistance that must be provided to lower income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

The City's rehabilitation programs may also incur relocation issues when they provide minor additions to existing dwellings in order to address overcrowding. Any temporary relocation costs are included in the rehabilitation loan package offered to clients.

Technical Assistance

The City will, to the extent feasible, respond to requests for technical assistance from entities representing LMI groups who are seeking federal entitlement funding in accordance with grant procedures. This may include, but is not limited to, providing information regarding how to fill out

applications, other potential funding sources, and referrals to appropriate agencies within and outside the City. "Technical assistance," as used here, does not include the provision of funds to the entities requesting such assistance. Assistance will also be provided by Community Development Department staff to interested individuals and resident groups who need further explanation on the background and intent of the Housing and Community Development Act, interpretation of specific HUD regulations, and project eligibility criteria for federal grants.

This plan describes how the City of Porterville will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) Programs. The funds must be used for projects which benefit low- and moderate-income persons and/or aid in the elimination or prevention of slum and blight. These programs are intended to assist cities in undertaking neighborhood improvement, economic development, and homeowner assistance programs. Program regulations give ultimate responsibility for the design and implementation of the program to local elected officials, and also require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

ADVISORY COMMITTEE

To ensure that Porterville residents are given a full opportunity to participate in the Program, a Citizens' Advisory Committee was established in 1981 to function in an advisory capacity to the Mayor and Council regarding program design, implementation, and assessment. This Committee consists of seven (7) residents of the City, appointed annually by the Mayor and City Council. Citizens and civic organizations are urged to make recommendations on allocation of the City's multi-purpose Community Development Block Grant since 1981/82. The Committee has provided direction in establishing the Housing Rehabilitation Loan Program (HRLP), and other worthwhile projects under CDBG Entitlement Cities and Home Programs which have benefitted low- and moderate-income households within the city of Porterville. In addition to the HRLP, the Committee has recommended the establishment of several revolving loan funds since 1982, including the Sewer and Water Connection Fund, the Public Utilities Revolving Loan Fund (merged in 2012 with HRLP), the First Time Low-Income Homebuyer Program and the Business Assistance Program. The Committee has also recommended the allocation of funds toward remodeling the Santa Fe Plaza Senior Citizens Center, and inventory of Industrial Land Resources, the Low-Income Residential Smoke Detector Installation Program, and the Porterville Enterprise Zone Area Infrastructure Improvement Program, the rehabilitation of the Porterville and Glennwood Hotels, the opening of the Porterville Youth Center, and four targeted Curb, Gutter Sidewalk, and Street Light, Neighborhood Improvement Projects, Lime Street Park Improvement Project, and Santa Fe Facility Improvement Project. In addition, the Committee has supported the establishment of economic development programs and public improvement activities such as the completion of the Heritage Center with Section 108 Loan Guarantee funds. Several years ago, the Committee recommended the establishment of the Homebuyer Education Program and the Murry Park Improvement Project. An expansion to the Park Improvement Program was approved in 2010 to include the Lime Street Neighborhood Park and in 2013, the Extension of Murry Park was included and is currently underway.

The City has taken steps to secure the services of concerned individuals to form the Advisory Committee for the purposes of program model design, implementation, assessment, and development of the Community Development Block Grant Program under the Entitlement Cities

criteria. The City places particular emphasis on obtaining representation of low- and moderate-income persons residing in slum and blight areas, members of minority groups, the elderly and persons with disabilities, and residents of areas where use of funds are proposed. In continuing its efforts to serve the needs of the public, the City Council has expanded the role of the Committee to incorporate efforts to expand housing opportunities, thereby changing the name to the Citizens' Advisory and Housing Opportunity Committee.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the Community Development Block Grant Program, including the development of the consolidated plan, inclusive of the annual action plan, substantial amendments to the plan, program implementation, assessment of performance, and design of the citizen participation plan. Mechanisms for the citizen involvement include: The Citizens' Advisory and Housing Opportunity Committee, public hearings and ad hoc community meetings, individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to the Mayor and/or Community Development Department, located in City Hall, 291 N. Main Street, or by telephone, (559) 782-7460.

Public Hearings

At least two (2) public hearings, open to the entire community, will be held annually. The hearings will provide an opportunity for citizens to identify community development needs, proposed projects, and assist in the development of an overall strategy for Porterville. The hearings will also be used to solicit comments on the citizen participation plan more sensitive to local needs and realign the plan with changes in Federal regulations, and to review the HUD annual community assessment, if available. The hearings are typically held in February or March and April or May of each program year.

Consolidated Plan

Participation in the development of the consolidated plan, inclusive of the annual action plan, will occur as follows: at least one (1) public hearing will be held before the proposed consolidated plan is published for comment. Before the City adopts a consolidated plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive and the range of activities that may be undertaken, including the amount that will benefit persons of very low and low income.

The City will ensure that plans will be available to minimize the displacement of persons and to assist any persons displaced according to Federal regulation standards.

A summary of the proposed use of CDBG funds and, when applicable, HOME funds, will be made available in Spanish, which is predominate non-English language spoken in Porterville, at all public hearings.

Advisory Committee proposals and comments, with regard to development of the consolidated plan, will be obtained at Committee meetings or hearings scheduled either at the request of Committee members or program officials. The public is invited to attend these meetings.

The public will be notified of the period, not less than thirty (30) days, in which to receive comments from citizens on the consolidated plan. Any comments or views of citizens received in writing or orally

at the public meetings will be considered. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons, therefore, will be attached to the final consolidated plan.

Amendments

In the case of proposed substantial amendments to the consolidated plan, the City shall provide reasonable notice and an opportunity to comment on substantial amendments. The public will be notified of the period, not less than thirty (30) days, in which to receive comments on the substantial amendments before the amendment is implemented. The meetings regarding the proposed amendments are not required to be public hearings, but will be open to the public to attend. The City will consider any comments or views of citizens received in writing, or orally, at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the substantial amendment of the consolidated plan.

Amendments to the plan will be necessary whenever one of the following decisions is made:

- 1) To make a substantial change in the allocation priorities or a substantial change in the method of distribution of funds;
- 2) To carry out an activity using funds from any program covered by the consolidated plan (including program income) not previously described in the consolidated plan; or
- 3) To substantially change the purpose, scope, location, or beneficiaries of an activity.

Performance Report

Reasonable notice and an opportunity to comment on performance reports will be given to the public. The public will be notified of the period, not less than fifteen (15) days, in which to receive comments from citizens on the performance report that is to be submitted to HUD before its submission. Any comments or views of citizens received in writing or orally at public meetings will be considered, and a summary of the comments and views will be attached to the performance report.

Citizen Participation Plan

The Annual Action Plan includes noticing and public hearings. All meetings and hearings are publicized in accordance with applicable HUD, state and local regulations. Specifically the Action Plan includes community meetings, public noticing for 30 days, and a public hearing. The City will provide citizens a reasonable opportunity to comment on amendments or revisions to the citizen participation plan and will make the plan public.

Other Method of Participation

Informal, individual contact with citizens, initiated either by citizens or program officials, will also provide input to the consolidated plan. For example, an individual may contact the Community Development Department at (559) 782-7460 to request consideration of a special project; or program officials may seek the opinion of local business persons as to the need for commercial revitalization.

Program officials will also be available to advise citizens of the procedures for filing objections to the consolidated plan with the U.S. Department of Housing and Urban Development Area Office. Citizen participation in program implementation will occur primarily through consultation with the Citizens' Advisory and Housing Opportunity Committee. Citizens will be asked to review and comment on specific strategies for approved projects. They will also meet to review any substantial program amendments. All such changes will be discussed with the committee and their comments considered prior to the City taking final action. These meetings will be held on an as-needed basis.

Program assessment activities by citizens will occur in a variety of ways. Citizens will have the opportunity to comment on the City's performance for the prior program year during the public hearings for the consolidated and action plan adoption. The public will also be notified of the public comment period for the annual performance report before its submission to HUD.

The Citizens' Advisory and Housing Opportunity Committee shall function as a forum for public participation in the City's efforts to affirmatively further fair housing. Prior to the submission of the consolidated plan, the Committee shall discuss and recommend for Council adoption suggested methods of furthering fair housing. As part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of the program performance throughout the program year.

Public comments or complaints regarding the consolidated plan, substantial amendments to the Plan, the Performance Report, or the Citizen Participation Plan should be submitted in writing to the Community Development Director, City of Porterville, 291 N. Main Street, Porterville CA 93257. If a public hearing is held, comments should be submitted within fifteen (15) working days from the date of the public hearing. A timely, substantive written response will be provided by the City within fifteen (15) working days. If the response is unsatisfactory, correspondence may then be addressed directly to the Mayor, City of Porterville, 291 N. Main Street, Porterville, CA 93257. The Mayor shall respond within fifteen (15) working days. If the citizen is still dissatisfied, he/she should write to the U.S. Department of Housing and Urban Development Area Office, 1 Sansome Street, Suite 1200, San Francisco, CA 94104, requesting investigation of the issue. Program staff will also be available during normal business hours to respond to citizen inquiries.

TECHNICAL ASSISTANCE

Citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents may propose their own specific program(s). The proposal for a specific program should include the program's design, its budget, and the scope of proposed activities. Also, the proposal should identify the specific individuals anticipated to carry out activities and provide a summary of their experience and training.

Technical assistance which may be provided by City staff is limited to proposals that are considered eligible uses of CDBG funds, and not intended to assist citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents applying for funding from other grant sources. The Citizens' Advisory and Housing Opportunity Committee may direct staff to provide technical assistance that may consist of staff or local expert presentations, informational handouts, research of a specific issue, or other short-term efforts.

PUBLIC INFORMATION

The City will also undertake the following public information efforts to promote citizen participation:

- The public noticing pertaining to the community meetings, Council work session and public hearing are published in both English and Spanish. Public notices of all public hearings will be published in the *Porterville Recorder* and *Noticiero Semanal* at least ten (10) days before the scheduled hearing and fifteen (15) days prior to the final public hearing. These notices will indicate the date, time, location, and topics to be considered. Upon notification, arrangements will be made by the City to accommodate persons with disabilities. The public notices also will be made available in the form of press releases and as a public service announcement to local radio stations. Public hearing notices will indicate that summary statements of projected use of CDBG and/or HOME funds will be available in Spanish, the predominant non-English language spoke within the city. Additionally efforts will be made by providing notices to our local non-profit partners to share and publish for public viewing, and publishing on the City website which includes the Agenda and meeting minutes.
- Notices will also be published in the *Porterville Recorder* to notify the public of the period, not less than thirty (30) days for the consolidated plan or substantial amendments to the plan, or fifteen (15) days for the performance report, in which to receive comments from citizens before submission of the plan or report to HUD. All notices will include information that complete copies of the proposed plan or report will be available for public review at City Hall (291 N. Main Street) or at the City Library (41 W. Thurman Avenue). A reasonable number of free copies of the plan or report will be provided to citizens and groups that request it.
- Orientation information will be provided at the first public hearing conducted by the Citizens' Advisory and Housing Opportunity Committee. City staff will make a presentation which covers: the total amount of funds available and the basis for award; the range of eligible activities and those previously funded in the community; the planning process and the schedule of meetings and hearings, the role of citizens in the program, a summary of other important program requirements, such as: environmental policies, fair housing provisions, and contracting procedures. Some of these topics will be covered in written materials.
- A public file containing program documentation for the preceding five (5) years will be available for review at City Hall during normal business hours. Included will be copies of the Consolidated Plan, Environmental Review Record, the Citizen Participation Plan, and the Consolidated Annual Performance Evaluation Report. Other program documents are also available for citizen review on request at City Hall, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality. Upon request, materials will be made available in a form accessible to persons with disabilities.

**CITIZENS' ADVISORY AND HOUSING
OPPORTUNITY COMMITTEE PARTICIPATION PLAN
SCHEDULE 2018**

Advisory Committee Meetings	Annually or as deemed necessary by Committee
Public Hearings (2)	February/March and April/May 2018
Publication of Draft annual Action Plan	March/April 2018
Adoption of annual Action Plan	April/May 2018
Submission of annual Action Plan	May 2018 (or when determined by HUD)

City Council hearings, unless otherwise specified, will be held in the City Hall Council Chambers at 6:30 p.m, or as soon thereafter as possible.

Citizens' Advisory Committee meetings and/or hearings, unless specified otherwise, will be held in the Coleman Conference Room in City Hall at 5:30 p.m.



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Status Report - Developer Impact Fees

SOURCE: Finance

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

The format and content of this analysis have been developed around criteria previously approved by BIA. As of June 30, 2017, the City is in compliance with the requirements of the Code.

RECOMMENDATION: That the City Council accept the Status Report on Developer Impact Fees for the Fiscal Year ended June 30, 2017.

ATTACHMENTS: 1. Status Report

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

DEVELOPER IMPACT FEE SUMMARY
2016/17

	<u>BEGINNING BALANCES AS OF JULY 1, 2016</u>		<u>FEEES COLLECTED</u>		<u>INTEREST EARNED</u>		<u>ELIGIBLE D.I.F. EXPENDITURES</u>		<u>ENDING BALANCES AS OF JUNE 30, 2017</u>
WATER ACREAGE FEE	\$ (19,729,718)	\$	303,278	\$	17,427	\$	(270,535)	\$	(19,679,548)
SEWER ACREAGE FEE	\$ (2,298,985)	\$	191,575	\$	14,261	\$	(232,231)	\$	(2,325,379)
STORM DRAIN FEE	\$ 1,758,217	\$	354,409	\$	10,529	\$	(42,024)	\$	2,081,131
TRANSPORTATION IMPACT FEE	\$ 1,009,778	\$	275,014	\$	6,004	\$	(150,000)	\$	1,140,796

CITY OF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2016/17

	Total Expenditure	Allowed D.I.F. Percentage	Eligible D.I.F. Expenditure
<u>Water Projects</u>			
Master plan update	\$ 16,979.30	100%	\$ 16,979.30
Lime St and Laurel Ave	197,115.75	0%	0.00
East Porterville water project	832,699.73	0%	0.00
Morton - Newcomb to Plano	23,776.36	100%	23,776.36
SGMA compliance	521,364.37	0%	0.00
Well #34 - Akin water system	13,247.72	100%	13,247.72
Urban water mangement plan	4,307.94	0%	0.00
Scranton water main relocation	216,531.85	100%	216,531.85
Water infrastructure review	9,159.56	0%	0.00
	<u>\$ 1,835,182.58</u>		<u>\$ 270,535.23</u>
<u>Sewer Projects</u>			
Odor control project	\$ 31,429.51	0%	\$ 0.00
Blower project	198,569.85	100%	198,569.85
Digester transfer line project	32,324.00	0%	0.00
Wastewater needs assessment	6,190.25	100%	6,190.25
Master plan update	7,791.34	100%	7,791.34
Annex area 455A	2,781.82	0%	0.00
Annex area 456A & 457	20,608.42	0%	0.00
Annex area 456B & 456C	24,307.96	0%	0.00
Annex area 459A & 459C	2,751.25	0%	0.00
Headworks grinder / washer	64.65	0%	0.00
Alternative energy project	2,744.16	0%	0.00
Tertiary treatment plant	19,679.14	100%	19,679.14
Lime St	85,649.65	0%	0.00
	<u>\$ 434,892.00</u>		<u>\$ 232,230.58</u>
<u>Storm Drain Projects</u>			
Master plan update	\$ 7,749.36	100%	\$ 7,749.36
Flood mangement ordinance update	1,952.55	100%	1,952.55
N Grand reconstruction	30,558.07	100%	30,558.07
Drainage reservoir #18	0.02	100%	0.02
MS4 permit	22,447.00	0%	0.00
Main St - Westfield pipe	1,764.06	100%	1,764.06
	<u>\$ 64,471.06</u>		<u>\$ 42,024.06</u>
<u>Transportation Projects</u>			
Debt service - 2005 Infrastructure COP	\$ 150,000.00	100%	\$ 150,000.00
	<u>\$ 150,000.00</u>		<u>\$ 150,000.00</u>
<u>Park Projects</u>			
Debt service - sports complex	\$ 81,355.76	100%	\$ 81,355.76
Sports complex parking lease	5,506.05	100%	5,506.05
	<u>\$ 86,861.81</u>		<u>\$ 86,861.81</u>

CITY OF PORTERVILLE
DEVELOPER FEE RATE STRUCTURE
2016/17

	<u>Hillside Development</u>	<u>Single Family (R-1)</u>	<u>Duplex (R-2)</u>	<u>Multi-Family (R-3 & R-4)</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial / Professional</u>	<u>Industrial</u>
Water Acreage Fee / Acre	\$ 1,696	\$ 3,537	\$ 8,854	\$ 20,670	\$ -	\$ 2,308	\$ 2,658	\$ 20,415
Sewer Acreage Fee / Acre	\$ 1,152	\$ 2,161	\$ 5,020	\$ 11,711	\$ -	\$ 814	\$ 3,052	\$ 13,029
Storm Drain Fee / Acre	\$ -	\$ 5,826	\$ 7,771	\$ 11,659	\$ -	\$ 15,539	\$ 15,539	\$ 15,539
Transportation Fee / Unit	\$ -	\$ 1,246	\$ 843	\$ 843	\$ -	\$ 3,207	\$ 6,101	\$ 909
Park Impact Fee / Unit	\$ -	\$ 774	\$ 601	\$ 601	\$ 434	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Jaye Street Crossing D-Overlay Modification and Conditional Use Permit (2017-036-C) for Aldi's Grocery Store

SOURCE: Community Development

BACKGROUND:

The Jaye Street Crossing Commercial Center received initial approval in February of 2007, when the City Council authorized entitlements for a 75,000± square foot commercial center, including a general plan amendment, zone change, and vesting parcel maps for a 10.7± acre site at the northeast corner of Jaye Street and State Route 190. On June 3, 2008, the project area was approved subject to Design Review Overlay 02-2008 (Resolution 49-2008) which included standards for architectural style as well as colors and materials to be used, and has since become home to Waterdrops Express Carwash, an AM/PM with a gas station with an associated restaurant, and most recently, a Les Schwab Tire Warehouse.

In summer 2017, staff received an application for a new grocery store at the southwestern-most corner of the development, which would complete that portion of the development with Jaye Street frontage (Attachment 1). The site had previously been evaluated as Buildings “G” and “H” in Design Overlay Site Review 02-2008 (Attachment 2).

COMMENT: On July 19, 2017, the Project Review Committee met with the applicant, ALDI Incorporated. The project proposes to develop a 22,000± square foot grocery store, including the off-sale of beer and wine with a Type 20 ABC license (Attachment 3). The entitlements necessary to move forward include a Conditional Use Permit to allow the sale of alcohol, and due to project configuration, a parcel merger that accommodates the development.

The grocery store intends to provide fresh meat, fruits, vegetables and bakery items. Operational hours are anticipated to be from 9:00 a.m. to 9:00 p.m. seven days per week and will have a staff of approximately 20 employees with three to six persons working per shift. ALDI utilizes a unique cart rental system where, in order for a customer to use a shopping cart, a quarter must be inserted in the coin lock which will then release the cart from the chain. To get the quarter back, the cart must be brought back to the designated cart corral. This helps to ensure that carts are returned to the proper location after use, and that they do not leave the shopping area, preventing nuisance in the future.

ANALYSIS: The project has been evaluated pursuant to Chapter 203 of the Development

Ordinance in respect to all development standards for a commercial use of this type. The project meets or exceeds the minimum standards for landscaping, lighting, architectural articulation, and parking. For example, the minimum number of parking spaces required for this development would be 88 and the proposed number of parking spaces is 102.

The proposed project has been reviewed in compliance with the Design Review Overlay standards outlined in Resolution 49-2008. The development complies with the approved materials and colors. The proposed stone veneer “Sawtooth Blend” is comparable to the existing rock veneer, “El Dorado Mountain Ledge” that was approved for developments in the Jaye Street Crossing Commercial Center, and the paint colors, while manufactured by a different vendor, are similar to the approved palette. The architectural style of the building, while slightly modernized, shares the Mediterranean style approved with the Design Review Overlay and shares features similar to the adjacent AM/PM, such as landscaped trellises and stone veneer columns (Attachment 4).

The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of off-sale licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 41.01; this tract contains 17 licenses for alcohol sales; eleven off-sale and six on-sale. In Census tract 41.01, nine off-sale licenses are allowed without being deemed over-concentrated (Attachment 5). Approval of this off-sale license would be the 13th off-sale license (including a license approved for Riverwalk Marketplace that is not yet active). Due to the over-concentration of off-sale licenses, a Letter of Public Convenience or Necessity will be required.

Staff has included in the draft resolution proposed conditions for the facility to operate and be maintained so as not to be detrimental to the public health, safety, or welfare to properties or improvements in the vicinity, as well as a condition that advertising of alcohol products shall not be placed on the exterior of the building or visible from the public right of way.

ENVIRONMENTAL REVIEW:

An Environmental Impact Report was prepared for General Plan Amendment 1-2007 and Zone Change 3-2007 for the Jaye Street Crossing Commercial Center. The proposed project is consistent with the types of commercial activities evaluated in that report, and pursuant to §15162 of the California Code of Regulations, no additional environmental review is required. Construction activities associated with the project shall comply with the Mitigation Monitoring Program prepared for said EIR, as adopted by Resolution 8-2007 (Attachment 6).

RECOMMENDATION:

That the City Council:

1. Open the Public Hearing and take testimony regarding the project;
2. Adopt the Draft Resolution approving Conditional Use Permit

(PRC 2017-036-C; and

3. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS:

1. Illustrative Site Plan
2. Jaye Street Crossing Site Plan
3. Floor Plan
4. Elevations
5. ABC licenses
6. Mitigation Monitoring Program
7. Draft Resolution
8. Letter of Public Necessity

Appropriated/Funded:

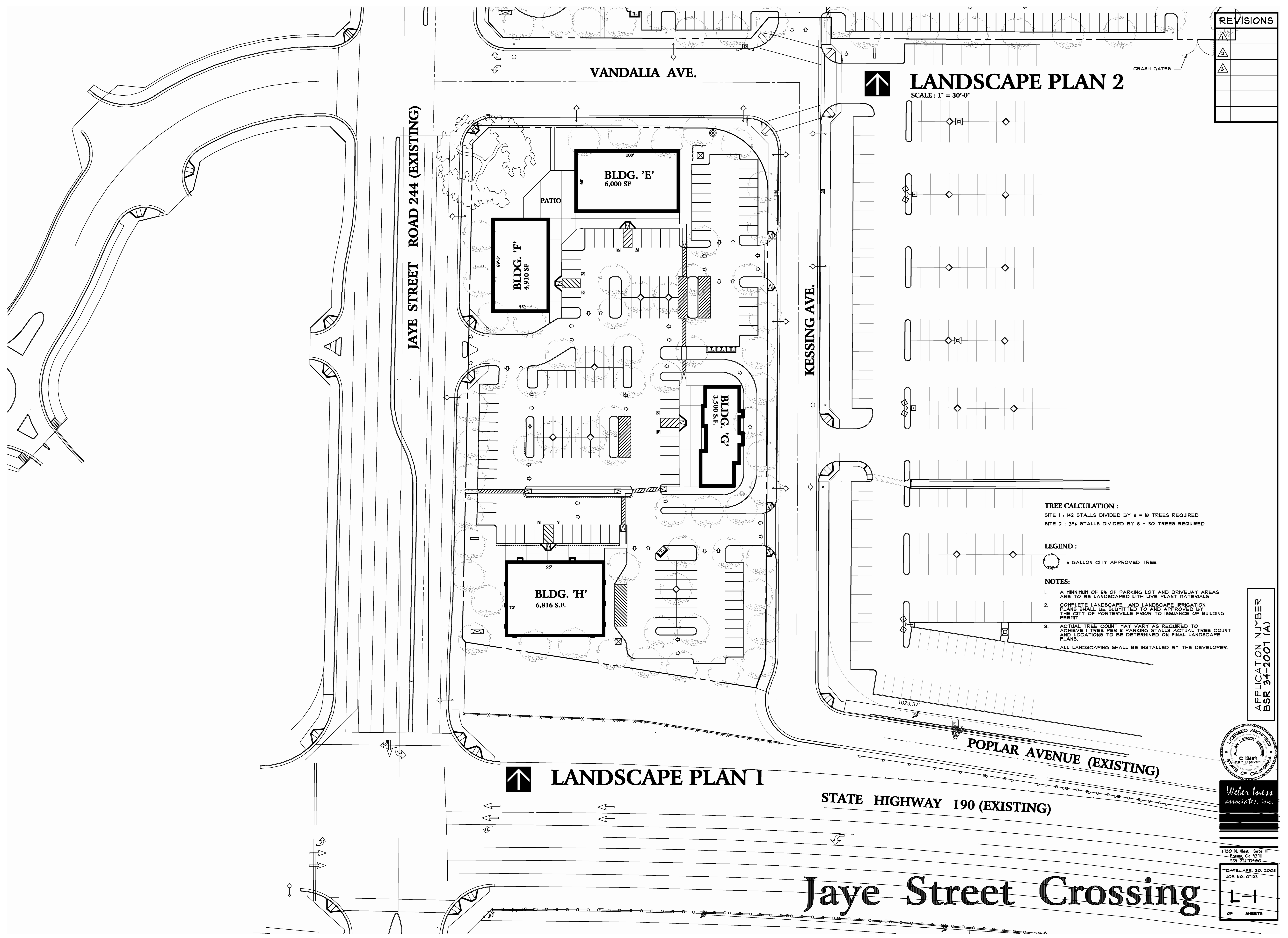
Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



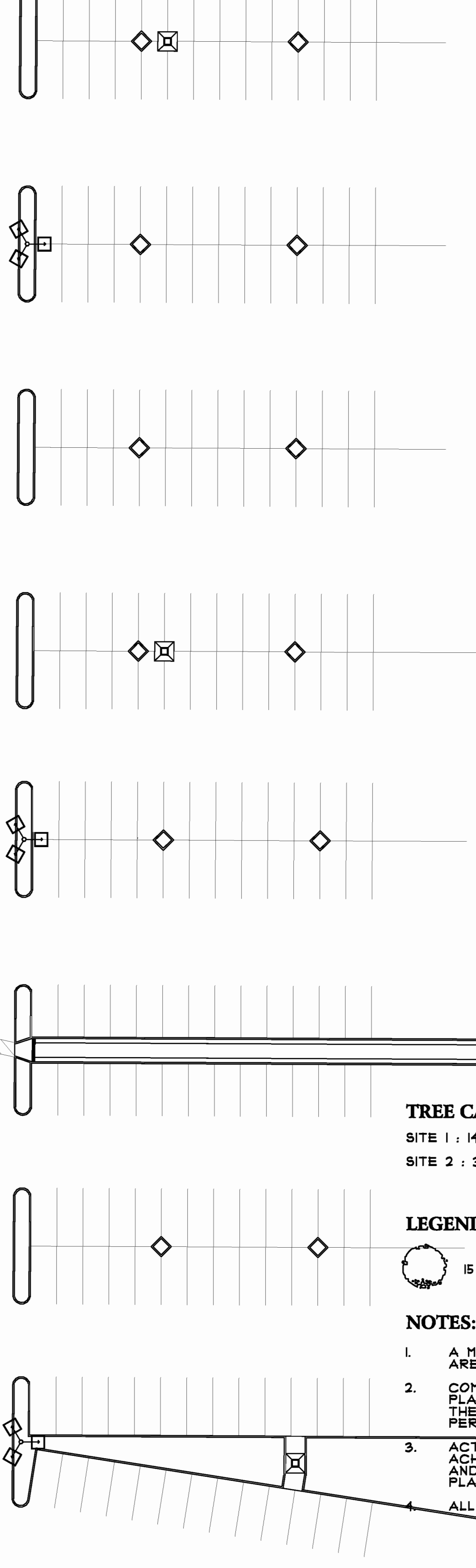


REVISIONS	
1	
2	
3	



LANDSCAPE PLAN 2

SCALE : 1" = 30'-0"



TREE CALCULATION :
SITE 1 : 142 STALLS DIVIDED BY 8 = 18 TREES REQUIRED
SITE 2 : 3¾ STALLS DIVIDED BY 8 = 50 TREES REQUIRED

LEGEND :
 15 GALLON CITY APPROVED TREE

- NOTES:**
1. A MINIMUM OF 5% OF PARKING LOT AND DRIVEWAY AREAS ARE TO BE LANDSCAPED WITH LIVE PLANT MATERIALS
 2. COMPLETE LANDSCAPE AND LANDSCAPE IRRIGATION PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF PORTERVILLE PRIOR TO ISSUANCE OF BUILDING PERMIT.
 3. ACTUAL TREE COUNT MAY VARY AS REQUIRED TO ACHIEVE 1 TREE PER 8 PARKING STALLS ACTUAL TREE COUNT AND LOCATIONS TO BE DETERMINED ON FINAL LANDSCAPE PLANS.
- ALL LANDSCAPING SHALL BE INSTALLED BY THE DEVELOPER.



LANDSCAPE PLAN 1

STATE HIGHWAY 190 (EXISTING)

Jaye Street Crossing

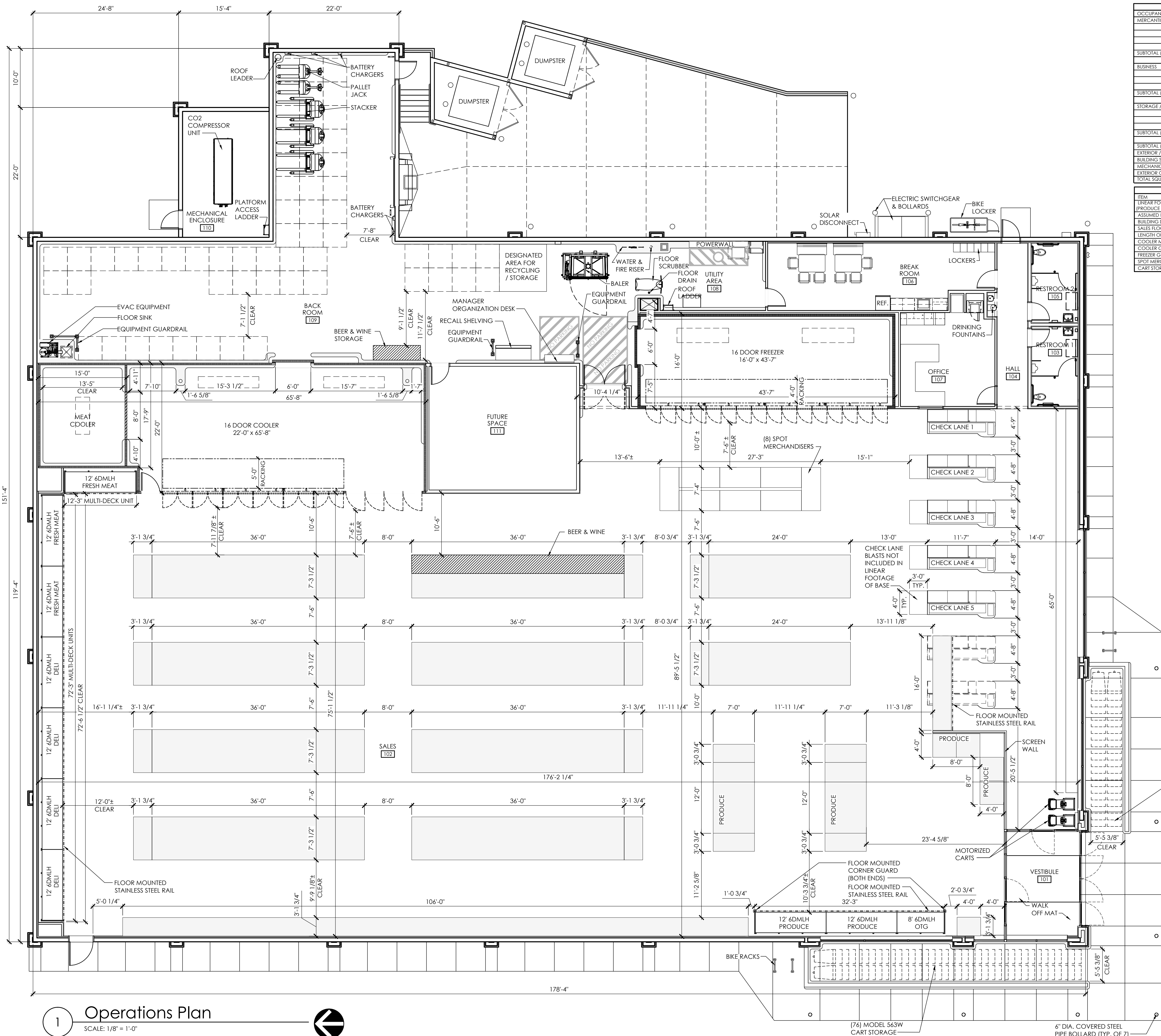


Weber Iness
associates, inc.

4130 N. West Suite III
Fresno, Ca 93711
554-211-0100

DATE: APR. 30, 2008
JOB NO. 0103

L-1
OF SHEETS



PORTERVILLE, CA AREA SUMMARY		
OCCUPANCY USE	ROOM NAME	SQUARE FOOTAGE
MERCANTILE	SALES / VESTIBULE	14,481
	RESTROOM 1	103
	RESTROOM 2	103
	HALL	149
SUBTOTAL (MERCANTILE)		14,836
BUSINESS	OFFICE	267
	BREAK ROOM	410
	FUTURE SPACE	521
SUBTOTAL (BUSINESS)		1,198
STORAGE / STOCK	BACKROOM	3,051
	COOLER	1,322
	FREEZER	648
SUBTOTAL (STORAGE / STOCK)		5,021
SUBTOTAL (OCCUPANCIES)		21,055
EXTERIOR / INTERIOR WALLS / UNOCCUPIED SPACE		954
BUILDING SQUARE FOOTAGE		22,009
MECHANICAL ENCLOSURE		340
EXTERIOR CANOPY		796
TOTAL SQUARE FOOTAGE (MECHANICAL ENCL. & CANOPY)		23,145

PORTERVILLE, CA OPERATIONS DATA	
ITEM	V8.0 CA PROTOTYPE
LINEAR FOOTAGE OF BASE (PRODUCE INCLUDED)	961'-8"
ASSUMED PALLET STORAGE	59
BUILDING DIMENSIONS	119'-4" x 178'-4"
SALES FLOOR DIMENSIONS	75'-1 1/2" x 176'-2 1/4"
LENGTH OF MULTI-DECK	116'
COOLER MILK DOORS	4
COOLER GENERAL DOORS	12
FREEZER GENERAL DOORS	16
SPOT MERCHANDISERS	8
CART STORAGE	(118) MODEL 563W

- NOTES:
- THIS DRAWING IS FOR GENERAL FIXTURING LAYOUT AND REFERENCE TO EQUIPMENT ONLY. ALL INFORMATION IS FOR ALDI OPERATIONAL USE ONLY AND SHALL NOT BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.
 - ALL DIMENSIONS TO WALLS ARE TO FACE OF STUD.
 - ALL DIMENSIONS FOR SHELVING ARE TO FACE OF GONDOLA. THIS FACILITY DOES NOT CONTAIN A BAKERY, A BUTCHER, A DELI OR FISH COUNTER.
 - ALL FOOD IS PREPACKAGED. THERE IS NO ON SITE FOOD PREPARATION.
 - GONDOLA LOCATIONS ARE MEASURED FROM THE FACE OF THE STAINLESS STEEL PRICE TAG MOLDING (SSPTM).

Issued: 01/10/18

Issue For Plan Review

Revisions:

1

2

3

4

5

6

7

8

9

Seal

PROJECT ARCHITECT/ENGINEER

DATE

PROJECT LEAD

DATE

PROJECT DESIGNER

DATE

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Moreno Valley, CA 92555-6703

(951) 585-5753

(951) 530-5775 fax

ALDI Inc. Store #: 199

Porterville CA

NEC S. Jaye St & W. Poplar Ave

Porterville, CA 93257

Tulare County

Project Name & Location:

Operations Plan

Drawing Name:

Date: 11/17/17

Type: RHRD-CA V7

Drawn By: DB

Scale: As Noted

Project No.

17-0226A

A-131

Drawing No.



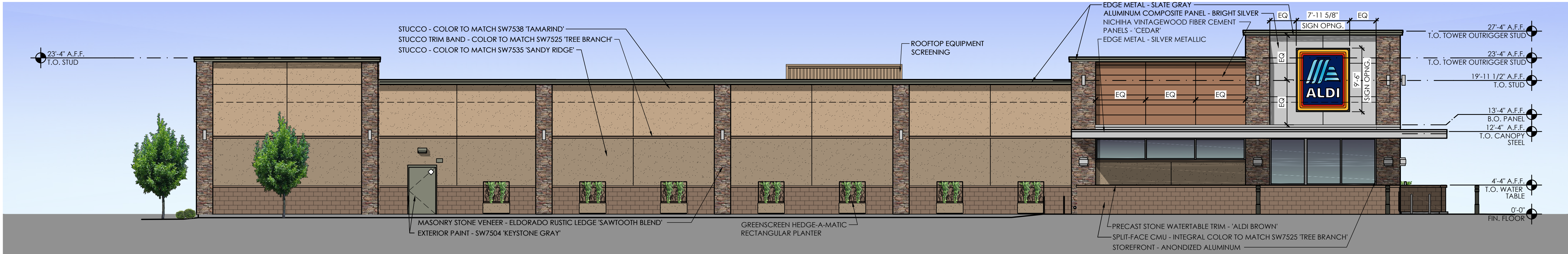
SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			

Please note that the colors shown here are a graphical representation to show contrast in materials only. Due to the nature of electronic media, colors may vary depending on computer or printer used.

For review of actual colors, a material sample board should be created on a project specific basis.



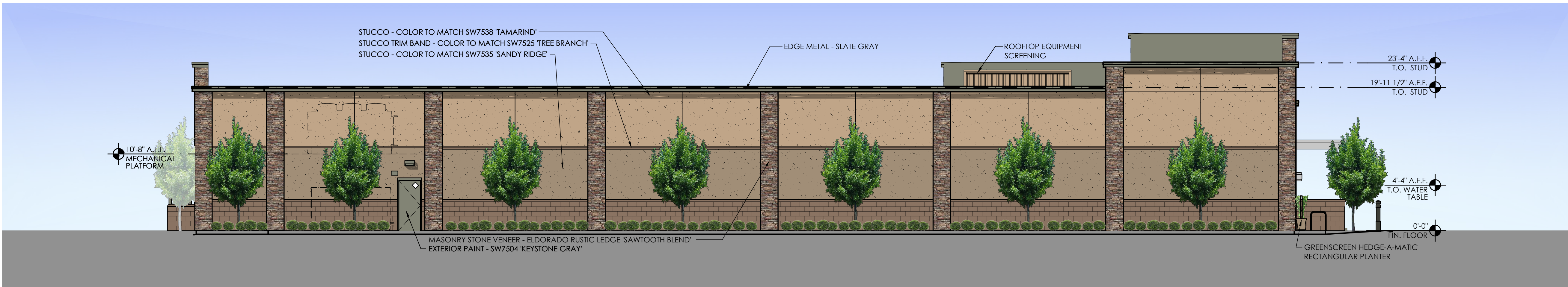
4 Front Elevation - South
SCALE: 1/8" = 1'-0"



3 Side Elevation - West
SCALE: 1/8" = 1'-0"



2 Side Elevation - East
SCALE: 1/8" = 1'-0"



1 Rear Elevation - North
SCALE: 1/8" = 1'-0"

Issued:	Date:
A Issued for Client Review	11/03/17
B	
C	
D	
E	
Revisions:	Date:
1	
2	
3	
4	
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6	
7	
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9	

NOT FOR
CONSTRUCTION

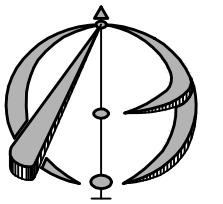
Seal Seal
PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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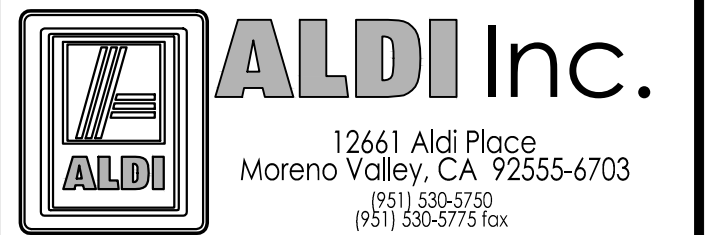
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17961 Cowan
Irvine, CA 92614

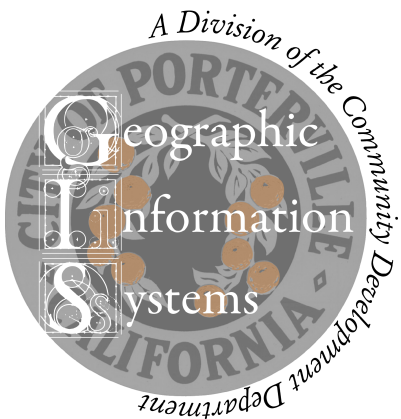
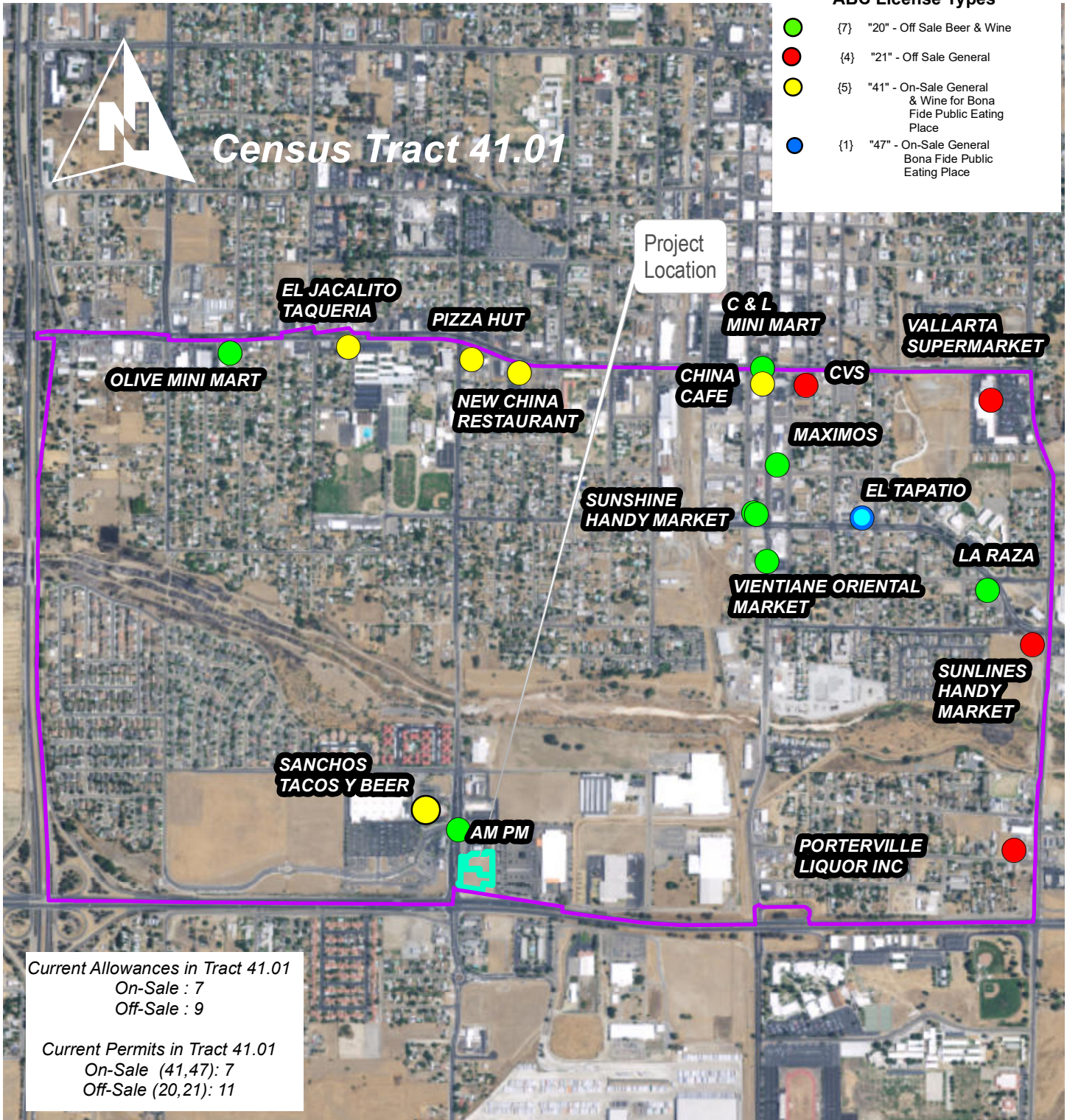
585.742.2222
585.924.4914 fax
www.apd.com



ALDI Inc. Store #: XX
Porterville CA
NEC S. Jaye St & W. Poplar Ave
Porterville, CA 93257
Tulare County
Project Name & Location:

Colored Concept
Elevations
Drawing Name:

Date: 03/30/17	Project No. 17-0226A
Type: RHRD-CA V8	
Drawn By: ALS	CEE-5
Scale: As Noted	Drawing No.



PRC 2017-036
Grocery store with Type 20 Alcohol License
@ Hwy 190 and Jaye Street
ABC Permit Map

**Table 3-1
Mitigation Monitoring Program**

Impact Number	Developer Initial	Responsible Party	Mitigation Measure	City Approval	Time Span
Impact #3.1.1: Visual Compatibility		City of Porterville	Mitigation Measure #3.1.1: The north and west elevations of the Porterville Commercial Center will be designed to minimize views of urban development and will be landscaped with trees and shrubbery. A licensed landscape architect will design a landscaping plan to achieve these goals. Outdoor billboards shall be excluded from the site. The design and appearance of retail stores, restaurants, and fueling station structures shall be in conformance with the City's Building codes.		Completed prior to issuance of building permit.
Impact #3.1.2: Light and Glare		City of Porterville	Mitigation Measure #3.1.2: A lighting plan will be developed by a registered illumination engineer so that lighting levels comply with generally accepted standards. Lighting will be designed to avoid direct exposure of lighting elements and associated glare into adjacent areas. No more than a 0.25 footcandle increase shall be detected offsite on adjacent properties.		Completed prior to issuance of building permit.
Impact #3.3.1: PM₁₀ From Construction Activities		San Joaquin Valley Air Pollution Control District	▪ Mitigation Measure #3.3.1: The optional dust control measures in Tables 3.3-4 and 3.3-5 will be implemented. Enhanced Control Measures – The following measures should be implemented at construction sites when required to mitigate significant PM₁₀ impacts (note these measures are to be implemented in addition to Regulation VIII requirements) ▪ Limit traffic speeds on unpaved roads to 15 mph; and ▪ Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent. Additional Control Measures – The following control measures are strongly encouraged at construction sites that are large in area, located near sensitive receptors, or which for any other reason warrant additional emissions reduction. ▪ Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site ▪ Install wind breaks at windward side(s) of construction areas ▪ Suspend excavation and grading activity when winds exceed 20 mph*; and ▪ Limit area subject to excavation, grading, and other construction activity at any		During construction period

Impact Number	Developer Initial	Responsible Party	Mitigation Measure	City Approval	Time Span
			one time * Regardless of windspeed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation. Source: San Joaquin Valley Unified Air Pollution Control District, Guide for Assessing and Mitigating Air Quality Impacts, January 2002 Heavy duty equipment (scrapers, graders, trenchers, earth movers, etc.) ▪ Use of alternative fueled or catalyst equipped diesel construction equipment ▪ Minimize idling time (e.g., 10 minute maximum) ▪ Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use ▪ Replace fossil-fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set) ▪ Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways ▪ Implement activity management (e.g. rescheduling activities to reduce short-term impacts) Source: San Joaquin Valley Unified Air Pollution Control District, Guide for Assessing and Mitigating Air Quality Impacts, January 2002		
Impact #3.4.1: Special Status Species – Migratory Birds		City of Porterville	Mitigation Measure #3.4.1: The nesting season for avian predators and other migratory birds generally occurs sometime between February 1 and September 15. A pre-construction survey for migratory birds will be conducted prior to construction. If nesting is occurring, construction activities within 250 feet of the nest will not occur.		
Impact #3.5.1:		City of Porterville	Mitigation Measure #3.5.1: Should buried cultural resources be discovered during construction, the project contractor shall immediately halt all work within 50-feet of the find until a qualified professional archaeologist can be consulted to evaluate the find and implement appropriate mitigation measures. Should human skeletal remains be encountered, State law requires immediate notification of the County Coroner. Should the County Coroner determine that such remains are in an archaeological context, the Native American Heritage Commission in Sacramento shall be notified immediately, pursuant to State law, to arrange for Native American		During construction period.

Impact Number	Developer Initial	Responsible Party	Mitigation Measure	City Approval	Time Span
			participation in determining the disposition of such remains.		
Impact #3.11.1: Construction Noise		City of Porterville	Mitigation Measure #3.11.1: Noise producing equipment used during construction shall be restricted to the hours from 7:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturday and Sunday. Also, effective mufflers shall be fitted to gas- and diesel-powered equipment.		Before opening day of project.
Impact #3.15.1: Increased traffic		City of Porterville	Mitigation Measure #3.15.1: The following mitigation measures are recommended to reduce traffic impacts to a less than significant level: Under "Existing plus Approved/Pending Projects plus Project Only" conditions, the following mitigation measures are recommended: 1. <i>Springville Avenue/Jaye Street</i> intersection: Install a traffic signal. This intersection is projected to operate at LOS "F" conditions during the AM and PM peak hour periods. This is a result of vehicles experiencing long periods of delay on Springville Avenue (minor street) while waiting for a "gap" to enter or cross Jaye Street (major street). This intersection is also projected to meet the Caltrans' Peak-Hour Volume Warrant 11 for urban areas. Implementation of the recommended mitigation measure will result in LOS "B" conditions during the AM and PM peak hour periods. 2. <i>Vandalia Avenue/Jaye Street</i> intersection: Install a traffic signal and widen the southbound approach to accommodate a dedicated left turn lane. This two-way stop-controlled intersection, which currently provides access to a home improvement store and garden center, is projected to operate at LOS "F" conditions during the AM and PM peak hour periods under this scenario. This intersection is also projected to meet the Caltrans' Peak-Hour Volume Warrant 11 for urban areas. Implementation of the recommended mitigation measure will result in LOS "C" conditions during the AM and PM peak hour periods. 3. <i>State Route 190/Jaye Street</i> intersection: Widen the southbound approach of this signalized intersection to include dual right turn lanes. Under "Existing plus Approved/Pending Projects" conditions this intersection is projected to operate at LOS "E" conditions during the PM peak hour period. With the implementation of the recommended mitigation measures, this intersection is projected to operate at LOS "D" conditions during the AM and PM peak hour		Before opening day of project.

Impact Number	Developer Initial	Responsible Party	Mitigation Measure	City Approval	Time Span
			periods. 4. <i>Project Driveways:</i> It is recommended that the project driveways along Springville Avenue contain shared movements as shown in Figure 8. The project driveway on Jaye Street between State Route 190 and Vandalia Avenue is recommended to be a "right turn only" driveway and should provide for a deceleration lane no less than 100 feet in length. For recommended phasing of these mitigation measures please refer to the TIS (Appendix H).		
Impact #3.15.2: Exceeds traffic threshold needed to maintain level of service		City of Porterville	Mitigation Measure #3.15.2: The following mitigation measures are recommended to reduce traffic impacts to a less than significant level: Under "Existing plus Approved/Pending Projects plus Project Only" conditions, the following mitigation measures are recommended: 5. <i>Springville Avenue/Jaye Street</i> intersection: Install a traffic signal. This intersection is projected to operate at LOS "F" conditions during the AM and PM peak hour periods. This is a result of vehicles experiencing long periods of delay on Springville Avenue (minor street) while waiting for a "gap" to enter or cross Jaye Street (major street). This intersection is also projected to meet the Caltrans' Peak-Hour Volume Warrant 11 for urban areas. Implementation of the recommended mitigation measure will result in LOS "B" conditions during the AM and PM peak hour periods. 6. <i>Vandalia Avenue/Jaye Street</i> intersection: Install a traffic signal and widen the southbound approach to accommodate a dedicated left turn lane. This two-way stop-controlled intersection, which currently provides access to a home improvement store and garden center, is projected to operate at LOS "F" conditions during the AM and PM peak hour periods under this scenario. This intersection is also projected to meet the Caltrans' Peak-Hour Volume Warrant 11 for urban areas. Implementation of the recommended mitigation measure will result in LOS "C" conditions during the AM and PM peak hour periods. 7. <i>State Route 190/Jaye Street</i> intersection: Widen the southbound approach of this signalized intersection to include dual right turn lanes. Under "Existing		Before opening day of project

Impact Number	Developer Initial	Responsible Party	Mitigation Measure	City Approval	Time Span
			plus Approved/Pending Projects" conditions this intersection is projected to operate at LOS "E" conditions during the PM peak hour period. With the implementation of the recommended mitigation measures, this intersection is projected to operate at LOS "D" conditions during the AM and PM peak hour periods. 8. <i>Project Driveways:</i> It is recommended that the project driveways along Springville Avenue contain shared movements as shown in Figure 8. The project driveway on Jaye Street between State Route 190 and Vandalia Avenue is recommended to be a "right turn only" driveway and should provide for a deceleration lane no less than 100 feet in length. For recommended phasing of these mitigation measures please refer to the TIS (Appendix H).		

RESOLUTION NO. ____-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A CONDITIONAL USE
PERMIT (PRC 2017-036-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
20 OFF-SALE (BEER AND WINE) ALCOHOL LICENSE IN CONJUNCTION WITH THE
FULL SITE DEVELOPMENT OF AN APPROXIMATELY 22,000± SQUARE FOOT
GROCERY STORE

WHEREAS: The Jaye Street Crossing Commercial Center received initial approval in February of 2007, when the City Council authorized entitlements for a 75,000± square foot commercial center, including a general plan amendment, zone change, and vesting parcel maps for a 10.7± acre site at the northeast corner of Jaye Street and State Route 190.

WHEREAS: On June 3, 2008, the project was approved subject to Design Review Overlay 02-2008 (Resolution 49-2008) which included standards for architectural style as well as colors and materials to be used; and

WHEREAS: On July 19, 2017, the Project Review Committee met with the applicant, ALDI Incorporated. The project proposes to develop a 22,000± square foot grocery store, including the off-sale of beer and wine with a Type 20 Off-Sale (Beer and Wine) ABC license (CUP 2017-036-C). The entitlements necessary to move forward include a Conditional Use Permit to allow the sale of alcohol, and due to project configuration, a parcel merger that accommodates the development; and

WHEREAS: The City Council of the City of Porterville at its scheduled meeting of January 16, 2018, held a public hearing and received public comment related to the proposed use permit; and

WHEREAS: The City Council considered the following findings in its review of the circumstances for this project:

1. 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 CR (Retail Centers) zoning. The proposed grocery store with alcohol sales would suit the purpose of the zone designation. The restaurant is a permitted use in the CR Zone District and alcohol sales may be permitted in that zone with the requested Conditional Use Permit. 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.

LU-G-2 Ensure that new development pays for the public facilities and infrastructure improvements required to meet the demands resulting from that growth.

LU-G-11 Foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.

LU-G-21 Attract and retain specialty retail and restaurant businesses that will enhance Porterville's unique character.

ED-G-7 Create an image for Porterville that will attract and retain economic activity.

2. That the location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan and with any other applicable plan adopted by the City Council.
 - a. The proposed project will comply with all standards of the Development Ordinance.
 - b. All structures on the site are consistent with the Porterville Development Ordinance (PDO) for commercial centers which includes building entrances, four-sided architecture, pad development, lighting and pedestrian pathways. The project has also complied with design guidelines from previous entitlements.
 - c. 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. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.
 - d. The project complies with the design standards, materials and colors that were approved by Resolution 49-2008 for the Jaye Street Crossing Commercial Center. The architectural style of the building, while slightly modernized, shares the Mediterranean style approved with the Design Review Overlay and shares features similar to the adjacent AM/PM, such as landscaped trellises and stone veneer columns.
3. The project was evaluated pursuant to the California Environmental Quality Act previously prepared Environmental Impact Report. An Environmental Impact Report was prepared for General Plan Amendment 1-2007 and Zone Change 3-2007 for that 10.7± acre site that is now the Jaye Street Crossing Commercial Center. The proposed project is consistent with the types of commercial activities evaluated in that report, and pursuant to §15162 of the California Code of Regulations, no additional environmental review is required. Construction activities associated with the project shall comply with the Mitigation Monitoring Program prepared for said EIR, as adopted by Resolution 8-2007.
4. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the

ratio of licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 41.01; this tract contains 11 off-sale licenses. Census Tract 41.01 can accommodate up to nine off-sale licenses without being deemed “over concentrated.” Due to the over concentration of alcohol licenses a Letter of Public Convenience and Necessity is required.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Conditional Use Permit (PRC 2017-036-C) subject to the following conditions:

1. A reciprocal ingress/egress agreement shall be recorded with the adjacent parcel to the north prior to issuance of building permit.
2. The project shall in always be developed in conformance with the Porterville Development Ordinance and all other applicable codes. The site will generally be developed in a manner consistent with Exhibit A, Site Plan.
3. The project shall comply with comments presented in the Project Review Committee (PRC) letter dated August 28, 2017 (Exhibit B).
4. The developer/applicant shall comply with Ordinance No. 1830, as it relates to water conservation and Landscaping irrigation. Ordinance No. 1830 contains landscaping design principles, irrigation design criteria, grading design requirements and other landscaping and irrigation requirements. Natural turf shall be prohibited. A landscaping plan shall be included with the building permit submittal.
5. Jaye Street Crossing Commercial Development has an approved master sign program (Resolution 44-2011). All signage must comply with the Master Sign Program and shall be approved with a building permit.
6. Any future change in operation which substantially alters the condition or nature of the subject business will require approval by the City Council if such modification involves sales area expansion.
7. No advertising of alcohol products shall be placed on the exterior of the building, nor seen from the public right of way (i.e. no window advertising or digital signage) and shall further comply with the Jaye Street Crossing Master Sign Program.
8. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.12 of the Porterville Development Ordinance.

9. The on-site consumption of alcoholic beverages shall be prohibited.
10. The conditional use permit, approving off-site alcohol sales, will be subject to modification or revocation if the off-sale license is sanctioned by the State of California.
11. The use shall be conducted in compliance with all applicable local, state and federal regulations.
12. Pursuant to Section 300.11 Public improvements shall be provided in compliance with the following standards to any property or lot where public improvements were never constructed or installed to City standards, or where such public improvements for whatever cause have deteriorated to a condition that they no longer adequately serve their intended purpose. An applicant for a Conditional Use Permit or building permit shall be required to provide for said public improvements along the frontage. The following conditions will be required in association with this conditional use permit, and shall be constructed prior to occupancy:
 - a. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage, except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ordinance No. 1306). Existing frontage improvements were evaluated and determined that a portion of the improvements are non-compliant. The developer/applicant shall remove and replace the non-compliant curb return at the southwest corner the Jaye Street entrance per City standards.
 - b. The developer/applicant shall move existing utility structures (i.e., poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet of clear space in the sidewalk area and a minimum of two feet of clear space from the curb face to the structure, unless the utility structures are below grade (Title 24 OSA).
 - c. The developer/applicant shall provide one streetlight on a Marbelite pole at the south corner of the southern driveway along Kessing Street following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.
13. Per the Police Department, surveillance cameras on the loading dock with proper lighting are required.
14. For the fire alarm system, a manual pull station with an audible device required on the exterior of the building located on the front entrance.

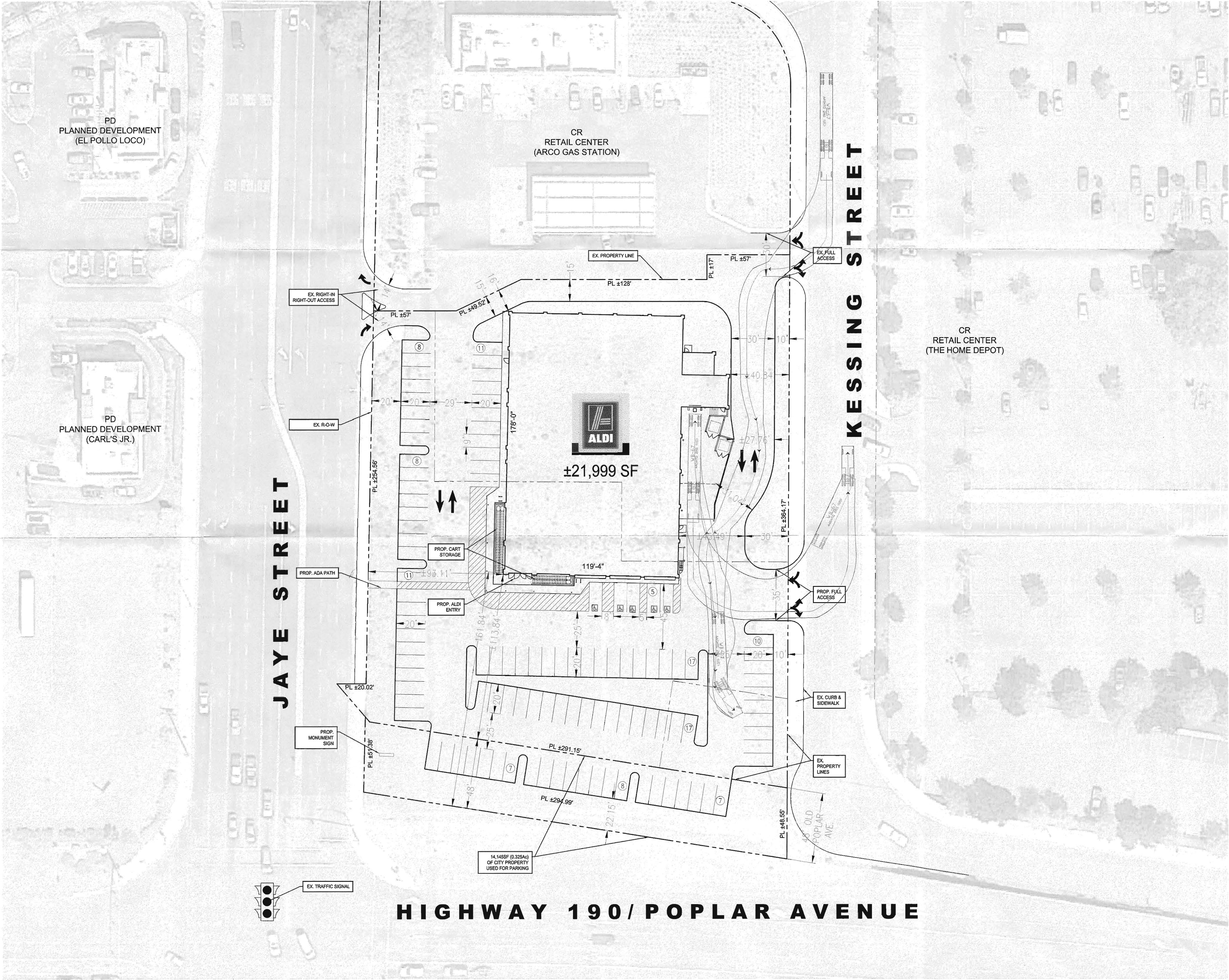
PASSED, APPROVED AND ADOPTED this 16th day of January, 2018.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

#



GreenbergFarrow

19000 MacArthur Blvd, Suite 250
Irvine, CA 92612
t: 949 296 0450 f: 949 296 0479

PROJECT INFORMATION

SITE AREA	
ALDI NET SITE AREA:	±2.13 AC

BUILDING AREA	
ALDI	± 21,999 SF
ALDI SITE COVERAGE:	±23.71% (10,328 SF/AC)

PARKING SUMMARY			
USER	RATIO REQUIRED	SPACES REQ'D	SPACES PROV'D
ALDI	1 SP/250 SF	88	109
TOTAL:		88	109
ALDI RATIO PROVIDED:		±4.95 SP/1000 SF	

ZONING INFORMATION

JURISDICTION:	CITY OF PORTERVILLE, CA
EXISTING ZONING:	CR (RETAIL CENTER)
PROPOSED ZONING:	N/A

BUILDING SETBACKS

FRONT:	5'
SIDE:	0'
STREET:	5'
REAR:	0'

PROJECT NOTES

1. THIS SITE PLAN IS BASED ON A PDF OF THE ASSESSOR'S PARCEL MAP AND AN AERIAL.

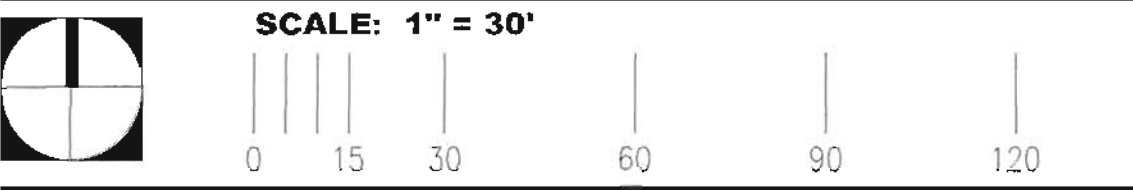
DRAWING ISSUE/REVISION RECORD		
DATE	NARRATIVE	INITIALS
04/04/2017	PREP SP-1	CD
04/27/2017	PREP SP-1.1	CD
05/30/2017	PREP SP-1.2 W/ CFP-2	CD
05/31/2017	PREP SP-2	AGR

CLIENT	ALDI
CLIENT REPRESENTATIVE	JEFFREY LUNA
SITE PLANNER	CD
SITE DEV. COORDINATOR	DOUG COUPER

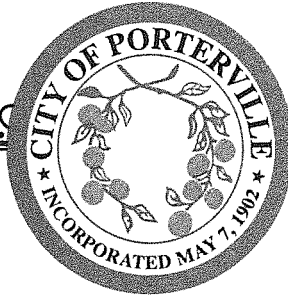


PORTERVILLE, CA
**NEC JAYE STREET &
HIGHWAY 190/POPLAR AVENUE**

GFA PROJECT NUMBER	20170460.0
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SP 2.0



**Community Development
Department**

August 28, 2017

Jeffrey Luna, Regional Director
12661 Aldi Pl
Moreno Valley, CA 92555

Patricia Bautista, Greenburg Farrow
19000 MacArthur Blvd, Ste 250
Irvine, CA 92627

Retail Properties Group
10000 Stockdale Highway, Ste 102
Bakersfield, CA 93311

RE: PRC 2017-036 Full site development for the construction of a ±22,000 SF grocery store and conditional use permit to obtain a Type 20 Off-Sale (Beer and Wine) alcohol license located at the north east corner of State Route 190 and S. Jaye St. in the Jaye Street Crossing commercial development

Next Level of Submittal: SEE ATTACHED

Dear Whom It May Concern:

- [] The Project Review Committee, during the course of its regularly scheduled meeting of has determined that materials and data submitted for City review of the above-referenced project are complete as of this date and the procedural steps for consideration of those items shall commence as of _____.
- [X] This item has been deemed incomplete pursuant to California Government Code Section §65920. The Project Review Committee, during the course of its regularly scheduled meeting of **July 19, 2017** determined that additional materials, forms, fees and/or data submitted for City review of the above-referenced project are required. Please see attached.

cc: Parks and Leisure Services
Building Division
Police Department
Fire Department
File Copy

The Project Review Committee (PRC) has reviewed the proposed project. The following topics and requirements were discussed at the Project Review Committee (PRC) Meeting on July 19, 2017.

Jaye Street Crossing Commercial Center was approved with a Design Review Site Overlay (Resolution 49-2008), which included renderings for Buildings “G” and “H”. Included in the resolution were design and architectural features as well as colors and tones of materials to be used. The architectural style approved for the commercial center would be Spanish-Mediterranean with plastered walls, columns and a flat roof. As proposed the 22,000 square foot grocery store would be modifying the approved layout and require City Council approval for such modification. As this development would be part of an overall commercial center, architecture and materials must be consistent, as well as landscaping materials.

Please note the following comments and conditions, and amend the submitted plans as noted below:

1. A reciprocal ingress/egress agreement shall be recorded with the adjacent parcel to the north.
2. The proposed site plan does not identify existing parcel lines. The developer/applicant shall have a registered Civil Engineer or Land Surveyor prepare and submit a Parcel Merger that will merge the parcels into one contiguous parcel to meet the requirements of all applicable codes. The following information is required at the time of submittal:
 - Three copies of a Map and Legal Descriptions.
 - Processing fee in the amount of \$616.
 - Adequate title information (deed, etc.) to verify current ownership and the method of creation of the effected parcels.
3. The Parcel Merger shall be approved prior to the issuance of a building permit. Additionally, the site plan identifies parking and signage encroaching into the abandoned Poplar Avenue right of way. Prior to scheduling a meeting before City Council, the use of this portion will need to be determined.
4. The following are standard applications and fees required for a Conditional use Permit:
 - Conditional Use Permit: \$1,164.00
 - Noticing map and labels - 500’ radius from property: \$26.50. Please note this is an optional fee for the City to provide the required map and mailing labels. Alternatively, you may hire a third party to provide this information.
5. Any exterior mechanical or utility equipment must be screen from public view. Screening devices shall consist of walls and/or berms with supplemental plant materials.
6. A minimum of ten percent of any parking lot area shall be landscaped. For the purpose of calculating required parking lot landscaping, parking lot areas are deemed to include parking and loading spaces as well as aisles, vehicle entry and exit areas, and any adjacent paved areas. Parking lot area does not include enclosed vehicle storage areas.

7. Pursuant to Section 304.10(i)(5) of the Porterville Development Ordinance, a landscaped buffer area shall be provided between any surface parking area and any property line adjacent to a public street. The landscaped buffer shall have a minimum width of six feet clear of overhang.
8. Pursuant to Section 304.10(j)(4) of the Porterville Development Ordinance, separate vehicular and pedestrian circulation systems shall be provided where possible. Parking areas for commercial and mixed-use developments that are 80 feet or more in depth and/or include 50 or more parking spaces shall have distinct and dedicated pedestrian access from the commercial use to parking areas and public sidewalks, according to the following standards:
 - **Connection to Public Sidewalk.** An on-site walkway shall connect the main building entry to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main building entry and sidewalk, no more than one hundred twenty-five (125) percent of the straight-line distance.
 - **Materials and Width.** Walkways shall provide at least five (5) feet of unobstructed width and be paved with concrete, stone, tile, brick, or comparable material.
 - **Identification.** Pedestrian walkways shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, a different paving material, or similar method.
 - **Separation.** Where a pedestrian walkway is parallel and adjacent to an auto travel lane, it shall be raised and separated from the auto travel lane by a raised curb at least four (4) inches high, bollards, or other physical barrier.
9. Screening of parking lots from adjacent public streets shall be three feet in height. Screening along interior lot lines that abut residential districts shall be six feet in height, except within the required front setback of the applicable zoning district, where screening shall be three feet. Screening may consist of one or any combination of the methods listed below:
 - **Walls.** Low-profile walls consisting of decorative concrete, stone, or masonry materials.
 - **Fences.** An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. This option does not include the use of chain-link or vinyl fencing.
 - **Planting.** Plant materials consisting of compact evergreen plants that form an opaque screen. Such plant materials shall achieve a minimum height of two feet within 18 months after initial installation.
 - **Berms.** Berms planted with grass, ground cover or other low growing plant materials.
10. The developer/applicant shall comply with Section 300.07 of the Porterville Development Ordinance for Lighting and Illumination. Public parking areas designed to accommodate ten or more vehicles shall be provided with a minimum of one-half foot candle and a maximum average of three foot-candles of light over the parking surface during the hours of use from one-half hour after dawn. Lighting design shall be coordinated with the

- landscape plan to ensure that vegetation growth will not substantially impair the intended illumination. Parking lot lighting shall to the maximum extent feasible be designed and installed so that light and glare is not directed onto residential use areas or adjacent public rights of way, consistent with Chapter 306, Performance Standards.
11. A photometric plan shall be included with the building permit submittal that illustrates compliance to Section 304.10 (g), Parking Area Design and Development Standards, of the Porterville Development Ordinance.
 12. Pursuant to Section 303.04 (c) the portions of a building façade that face onto a customer parking lot or front a public street shall have one or more landscape planters installed along a minimum twenty percent of that building face. The minimum width of the planter shall be three feet. This standard does not apply where a building is located on the front or corner side property line and there is no setback between the building and the property line.
 13. The developer/applicant shall comply with Ordinance No. 1830, as it relates to water conservation and Landscaping irrigation. Ordinance No. 1830 contains landscaping design principles, irrigation design criteria, grading design requirements and other landscaping and irrigation requirements. Natural turf shall be prohibited. A landscaping plan shall be included with the building permit submittal.
 14. The developer/applicant shall comply with Section 300.13 of the Porterville Development Ordinance (Trash and Refuse Collection Areas) as follows:
 - Solid waste and recycling storage areas located outside or on the exterior of any building shall be enclosed per City standards for refuse and recycling enclosures.
 - Enclosure material shall be solid masonry or concrete tilt-up with decorated exterior-surface finish compatible to the main structure(s).
 - Gate material shall be decorative, solid, heavy-gauge metal or a heavy-gauge metal frame with a covering of a view-obscuring material. If not visible from a public street, public parking area, or residential area, the enclosure gates may be constructed of chain link with wood or plastic inserts.
 - Each solid waste and recycling enclosure serving a residential project shall be designed to allow walk-in access without having to open the main enclosure gate.
 - Pads shall be a minimum of six (6) inch-thick concrete.
 - Concrete curbs or equivalent shall protect enclosures from adjacent vehicle parking and travel ways.
 - The perimeter of the recycling and trash enclosure, except for areas used for access, shall be planted, if feasible, with drought resistant landscaping, including a combination of shrubs and/or climbing evergreen vines.
 - The area in front of all enclosure types shall be kept clear of obstructions, and shall be painted, striped, and marked "No Parking."
 15. Pursuant to Section 300.15 all electrical, telephone, cable television and similar distribution lines providing direct service to a development site shall be installed underground within the site.

16. A landscaped island at least six feet in all interior dimensions and containing at least one 15 gallon size tree shall be provided at each end of each row of parking stalls and between every eight consecutive parking stalls.
17. Trees shall be planted to result in 50 percent shading of parking lot surface areas within fifteen years or provide a tree in landscaped islands between every six parking spaces.
18. Jaye Street Crossing Commercial Development has an approved master sign program (Resolution 44-2011). All signage must comply with the Master Sign Program and shall be approved with a building permit.
19. Alcohol sales – The California Department of Alcoholic Beverage Control (ABC) has indicated that Census Tract 41.01, where the project is located, can accommodate up to nine (9) off-sale licenses without being deemed “over concentrated.” At present, eleven (11) off-sale licenses exist. As a result, a letter requesting approval of Finding of Public Convenience or Necessity for the off-sale license is required from the ABC. The following conditions are specific to the Alcoholic Beverage license:
 - Any future change in operation which substantially alters the condition or nature of the subject business will require approval by the City Council if such modification involves sales area expansion.
 - No advertising of alcoholic beverages shall be placed on the exterior of the building, nor seen from the public right of way (i.e. no window advertising or digital signage) and shall further comply with the Jaye Street Crossing Master Sign Program.
 - That the applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.12 of the Porterville Development Ordinance.
 - That the on-site consumption of alcoholic beverages shall be prohibited.
 - The conditional use permit, approving off-site alcohol sales, will be subject to modification or revocation if the off-sale license is sanctioned by the State of California.
 - The use shall be conducted in compliance with all applicable local, state and federal regulations.
20. Pursuant to Section 300.11 Public improvements shall be provided in compliance with the following standards to any property or lot where public improvements were never constructed or installed to City standards, or where such public improvements for whatever cause have deteriorated to a condition that they no longer adequately serve their intended purpose. An applicant for a Conditional Use Permit or building permit shall be required to provide for said public improvements along the frontage.

21. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction (2015 Edition), and Standard Plans and Specifications (2015 Standards), except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
22. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
23. The developer/applicant shall comply with Appendix J, "Grading" of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. Drainage calculations must be submitted to verify compliance with the State's MS4 Permit. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
24. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage, except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ordinance No. 1306). Existing frontage improvements were evaluated and determined that a portion of the improvements are non-compliant. The developer/applicant shall remove and replace the non-compliant curb return at the southwest corner the Jaye Street entrance per City standards.
25. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
26. The developer/applicant shall design the parking lot in conformance with Chapter 304 of the Development Ordinance if the project includes establishment, alteration, expansion, or change in any use or structure. Minimum cross slopes within the parking lot shall be 1.5% for asphalt concrete or 1% for concrete paving areas.
27. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
28. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Unified Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions

of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.

29. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
30. The developer/applicant shall install a dual refuse container enclosure that will accommodate solid waste and recyclable materials removal or collection according to City Standards (Sec. 13-15). The enclosure location is to be approved by the City prior to the issuance of the building permit. The enclosure should be oriented for direct pick up. An accessible path to the enclosure must be provided for employee use to comply with current accessibility standards. The developer/ applicant shall also 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.
31. The developer/applicant shall comply with City Standard for "backflow" prevention pursuant to Resolution No. 9615 (1981). A double backflow preventer is required off the water main and is to be located in an above ground enclosure.
32. The developer/applicant shall construct the pipe connecting to on-site fire hydrants to City water main standards and shall provide easements for maintenance to the on-site water mains.
33. The developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage if the landscape area is 1000 square feet or more. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year. The City will bill/credit the owner the difference between the estimated impact fees paid and the actual water usage.
34. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.
35. The developer/applicant shall construct drainage facilities as required to serve the property (Ordinance No. 1306). The parking lot is to be designed to convey water to the City drainage system without crossing driveways.
36. Easement(s) shall be in place that allow for mutual ingress, egress and maintenance of the parking lot.

37. Easement(s) shall be in place that allow for mutual use of sewer and water, if applicable.
38. The developer/applicant shall move existing utility structures (i.e., poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet of clear space in the sidewalk area and a minimum of two feet of clear space from the curb face to the structure, unless the utility structures are below grade (Title 24 OSA).
39. The developer/applicant shall provide one streetlight on a Marbelite pole at the south corner of the southern driveway along Kessing Street following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.
40. The developer/applicant is advised that they are obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity will be required (except operations that result in disturbance of less than one acre of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.
41. San Joaquin Valley Air Pollution Control District (District) Adoption of Rules 9510 and 3180 – Indirect Source Review (ISR) Rules:

The San Joaquin Valley Air Pollution Control District enforces the Indirect Source Rule (ISR). ISR applies to projects that are at least:

- 50 residential units
- 2,000 square feet of commercial space
- 9,000 square feet of educational space
- 10,000 square feet of government space
- 20,000 square feet of medical or recreational space
- 25,000 square feet of light industrial space

- 39,000 square feet of general office space
- 100,000 square feet of heavy industrial space
- Or, 9,000 square feet of any land use not identified above.

Projects that meet the above thresholds but are found through the application process to have mitigated emissions of less than two (2.0) tons per year each of nitrogen oxides and PM10 (particulate matter 10 microns and smaller) are subject to the emission-reduction requirements of the rule.

For more information regarding the Indirect Source Rule, please contact the San Joaquin Valley Air Pollution Control District at (559) 230-6000.

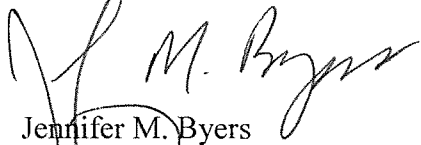
42. The developer/applicant is hereby notified that the property is subject to developer reimbursement fees.
43. The developer/applicant shall submit three complete sets of plans, signed by a licensed Architect or Engineer, including two sets of energy calculations and structural calculations.
44. Plan submittals shall comply with current access laws (both State and Federal). The most stringent Code shall prevail.
 - An accessible path of travel shall be provided to the trash enclosures.
45. Plan submittals shall comply with all current applicable Codes.
 - Retail food stores with 8,000 or more square feet of conditioned space must provide a heat-recovery system for refrigeration displays per Section 120.6(b) of the California Energy Code.
 - Buildings located at or near property lines shall have two-hour firewalls from each direction per Table 602 of the California Building Code.
46. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
47. The developer/applicant shall provide a soils report.
48. The developer/applicant shall provide soil compaction test(s) as required by the applicable building code sections.
49. The developer/applicant shall pay School Development fees and all other City fees at the time table determined by current City Ordinance.
50. The developer/applicant shall pay all fees according to the Municipal Code and State Law.
51. The developer/applicant shall obtain plan approval from the Tulare County Health Department and provide proof of said approval to the City of Porterville Building Department prior to the issuance of the building permit.

52. Tulare County Health Department must conduct their inspection and provide approval of the building construction prior to final occupancy being requested/granted by the City of Porterville.
53. Restrooms, main entrance/s, and paths of travel from the required accessible parking stalls and public sidewalk shall comply with current access laws (both State and Federal). The most stringent Code shall prevail.
54. Plan submittals shall include the installation of bike racks if the occupant load is ten or more as per California Green Code.
55. Plan submittals shall include the installation of Clean Air parking stall(s) if ten or more parking stalls are required for the project as per California Green Code.
56. Plan submittals shall include a Commissioning Plan for all buildings over 10,000 sq ft. as per California Green Code.
57. Compliance forms and worksheets are required to be included on all plan submittals as per California Green Code.
58. All construction offices, storage containers, etc. planned and/or intended for temporary use during construction must receive approval from the Chief Building Official through a separate permit process prior to their installation and/or placement on the property and must be removed from the jobsite prior to final occupancy being requested and/or approved.
59. The developer/applicant shall submit a racking plan with supporting engineering calculations, if applicable to the project.
60. The Building Official has designated the proposed construction to be a “M” Occupancy Classification.
61. Allow two weeks review time for the initial plan check submittal and an additional two weeks review time for each subsequent re-submittal.
62. See attached plan check list.
63. No deferred items. Plans submitted with deferred items will automatically be rejected and are not guaranteed a complete plan review prior to said rejection.
64. A grease trap or grease interceptor is required.
65. Per the Police Department, surveillance cameras on the loading dock with proper lighting are required.

66. Based on the occupancy classification or occupancy load, a NFPA 13 automatic sprinkler system required.
67. When a sprinkler system is required all valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems shall be electrically monitored where the number of sprinklers is more than 20.
68. For automatic sprinkler systems, underground plans must be submitted with above ground plans. A hydrant will be required within 50 feet of the Fire Department connection.
69. When any portion of the facility or building to be protected is more than 400 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
70. Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required. All hydrants must be in place and accepted by the Fire Department prior to any combustibles being brought onto the site.
71. The City will test and maintain all fire hydrants in the City whether on private property or not. An "easement" is required from the owner.
72. Fire hydrant spacing in commercial development shall be one hydrant per 300-foot intervals. Or as required by Appendix C California Fire Code.
73. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building constructed or moved onto or within the City of Porterville. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility. All roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.
74. All dead-end access roads in excess of 150 feet must be provided with an approved turn-around complying with City Standards.
75. Project must meet minimum fire flow requirements per the table in Appendix B & C of the California Fire Code.
76. Areas identified as "Fire Lanes" must be identified as such per requirements set forth in the California Vehicle Code Section 22500.1.
77. A Knox box will be required. A "Grand Master" key that opens *all* locked areas will also be required and placed inside the Knox Box. An application may be obtained from the Fire Department.

78. A manual pull station with an audible device required on the exterior of the building located on the front entrance.

Sincerely,

A handwritten signature in black ink, appearing to read "J. M. Byers". The signature is fluid and cursive, with the first letter of the first name being a large, stylized capital 'J'.

Jennifer M. Byers
Community Development Director

**CITY OF PORTERVILLE
COMMERCIAL- INDUSTRIAL
PLAN SUBMITTAL CHECKLIST**

Please take a moment to compare your plans with the checklist. This form is to assist building permit applicants in determining the adequacy of their submittal package. As complete plan submittals allow the City to maintain an expedited plan check process, NO deferred items will be allowed. If the plans and other construction documents are incomplete, the plans submitted may be returned to the applicant without the benefit of a full plan check. Plans must have the stamped and "WET" ink signature of a state licensed architect or engineer responsible for their preparation. Check the items that are included.

- ☐ **3 Identical sets of plans and 2 sets of calculations are required.**
- ☐ Permit Application Form, plan check deposit, and a copy of the PRC letter attached to each plan.
- ☐ Hazardous materials declaration, if applicable.
- ☐ **COMPLETE SITE PLAN:** To scale, dimensioned, all on-site and off-site improvements, location of all existing and proposed fire hydrants and fire flow calculations per the current edition of the CFC and City ordinance, location of water and sewer service connections at the city mains and to each building and REQUIRED YARDS for building area purpose.
- ☐ Landscaping and irrigation plans, including required street trees. **Must be drawn and designed per the current California Green Code and City ordinances.**
- ☐ Redevelopment Agency letter listing conditions of approval or approved plans with original "WET" ink signature of staff (only for those areas covered by the Redevelopment Agency).
- ☐ Conditional Use Permit, Variances, or Planned Development conditions of approval.
- ☐ **COMPLETE CIVIL PLAN:** Including processed grading plan, existing topography, building pad and finished floor elevation city datum), parking lot grades, and wall footage elevations.
- ☐ **OCCUPANCY CLASSIFICATION:** Type of construction, basic allowable area or rationale for allowable area increase, building use and valuation.
- ☐ Indicate if this permit is for an occupancy change. Specify previous business or use.
- ☐ **COMPLETE FLOOR PLAN:** To SCALE and DIMENSIONED.
- ☐ Minimum of the four major elevations.
- ☐ Complete structural plans to include foundation, floor, and roof framing and all details connections.
- ☐ Structural calculations, including vertical and lateral design, based on the current edition of the California Building Code.
- ☐ **COMPLETE SET OF TRUSS CALCULATION:** This will include layout, truss calculation sheets keyed to layout, size and type of connections and lateral bracing plan. OR
- ☐ **"WET" STAMP:** One set of calculations must have the "WET" signature of the design engineer.
- ☐ Complete project specifications.
- ☐ **ELECTRICAL FLOOR PLAN:** Including service size calculation, location of sub-panels, and feeder sizes and a complete one-line diagram.
- ☐ **FIRE DEPARTMENT MAINTENANCE PLAN:** One 8-1/2" x 11" size copy of each floor plan. Site and Floor Plan.
- ☐ Where fire suppression systems are required; submit 3 sets of plans to the building Department with (1) set to remain with the Fire Department. In addition, sets of plans for the underground water supply, dictating location of an approved above-ground and/or below-ground back flow device with (1) set of plans to remain with the Fire Department, all for approval.
- ☐ **MECHANICAL PLAN:** Indicating size and location of units and size of ducts and outlets.
- ☐ Provide soil report from licensed testing agency.
- ☐ **PLUMBING PLAN:** Indicating location of DWV system and water and gas piping size calculations and schematics.
- ☐ **COMPLETE CCR ENERGY ANALYSIS Title 24 forms:** PROVIDE FORMS, MECH, LTG, ENV, and mandatory features must appear in blueprints.
- ☐ **GREEN PLAN:** A plan designed to meet the specifications of the current California Green Code and including the completed compliance forms and worksheets.
- ☐ **ALL PLANS MUST BE COMPLETELY ASSEMBLED AND STAPLED PRIOR TO SUBMITTAL. NO DEFERRED ITEMS.**

**INCOMPLETE SUBMITTALS WILL BE REFERRED BACK
TO THE APPLICANT FOR ADDITIONAL INFORMATION**

I have reviewed this checklist and I recognize that delays are caused by inadequate plan submittals.

PRINT OR TYPE NAME: _____

SIGNATURE: _____ DATE: _____

January 17, 2018

California Department of Alcoholic Beverage Control
Fresno District Office
3640 East Ashlan Ave
Fresno, CA 93726
ATTN: Christine Weldon

RE: ALDI Grocery Store located at the northeast corner of Jaye Street and State Route 190 in the Jaye Street Crossing Commercial center

Dear Ms. Weldon:

The City Council of the City of Porterville has elected to approve submittal of this letter regarding the public convenience or necessity to be served through issuance of a Type 20 Off-Sale (beer and wine) for ALDI Grocery Store located at the northeast corner of Jaye Street and State Route 190 in the Jaye Street Crossing Commercial center.

Approval of this letter was based on the following:

1. Per Section 23958.4 of the "Business and Professions Code," the subject site is located within Census Tract 41.01 which allows nine off-sale licenses. At the present time 11 off-sale licenses currently exist in this tract. Due to the over concentration of on-sale licenses a Letter of Public Convenience or Necessity was required.
2. On January 16, 2018, the City Council conditionally approved Conditional Use Permit (PRC 2017-036-C), review attached resolution, to allow the off-sale of beer, wine for a bona fide restaurant at the northeast corner of Jaye Street and State Route 190 in the Jaye Street Crossing Commercial center. As a condition of approval, a Letter of Public Convenience or Necessity was required to be approved by the City Council.
3. In consideration of the above, the City Council determined that public convenience or necessity would be served by the issuance of a Type 20 Off-Sale (beer and wine) alcohol license for a grocery store.

Further issuance of an off-sale license allowing beer and wine sales represents a viable economic asset to the community which will contribute tax revenues to the local economy. The site is consistent with the General Plan Land Use Designation of Retail Centers which includes policies that promote accessibility of services and goods within a convenient distance. The proposed Type 20 Off-Sale General (beer and wine) alcohol license would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and

promote existing businesses in Porterville The store is permitted in the Retail Center land use designation and alcohol sales may be permitted with review and approval of a Conditional Use Permit.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 20 Off-Sale, (beer and wine) license for ALDI Grocery Store located at northeast corner of Jaye Street and State Route 190 in the Jaye Street Crossing Commercial center in Porterville, CA, 93257.

Sincerely,

Milt Stowe, Mayor

Attachment: Resolution

#



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, 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. 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 was 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 November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

At its last meeting on December 19, 2017, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Twenty (20) residences within the city have been determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. City, County, State and non-profit partner representatives have continued to discuss solutions toward addressing these challenged residences given the State is expected to end its drought emergency funding. The State has committed funding through June 30, 2018 for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has committed to continue the household tank program locally.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 80 residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately 40 homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional 30 residences as part of the first immediate connections, for up to a total of 70, which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the City Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff is currently working with County staff toward the transfer of the well's ownership from the County to the City.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells. As of the end of February 2018, the State hopes to complete the connection of the approximate eligible 800 residences in East Porterville to the City's water system.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters, etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system.

For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

State Division of Drinking Water (DDW) has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves 14 residences and approximately 45 people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

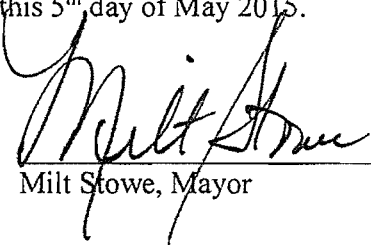
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

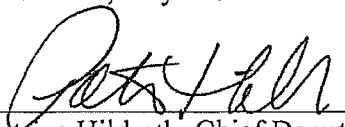
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. Glick for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

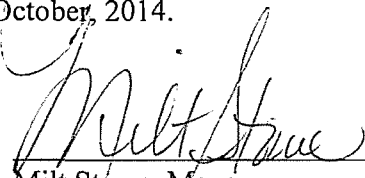
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

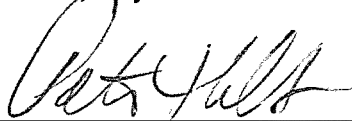
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

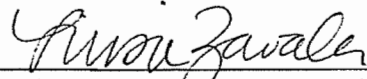
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

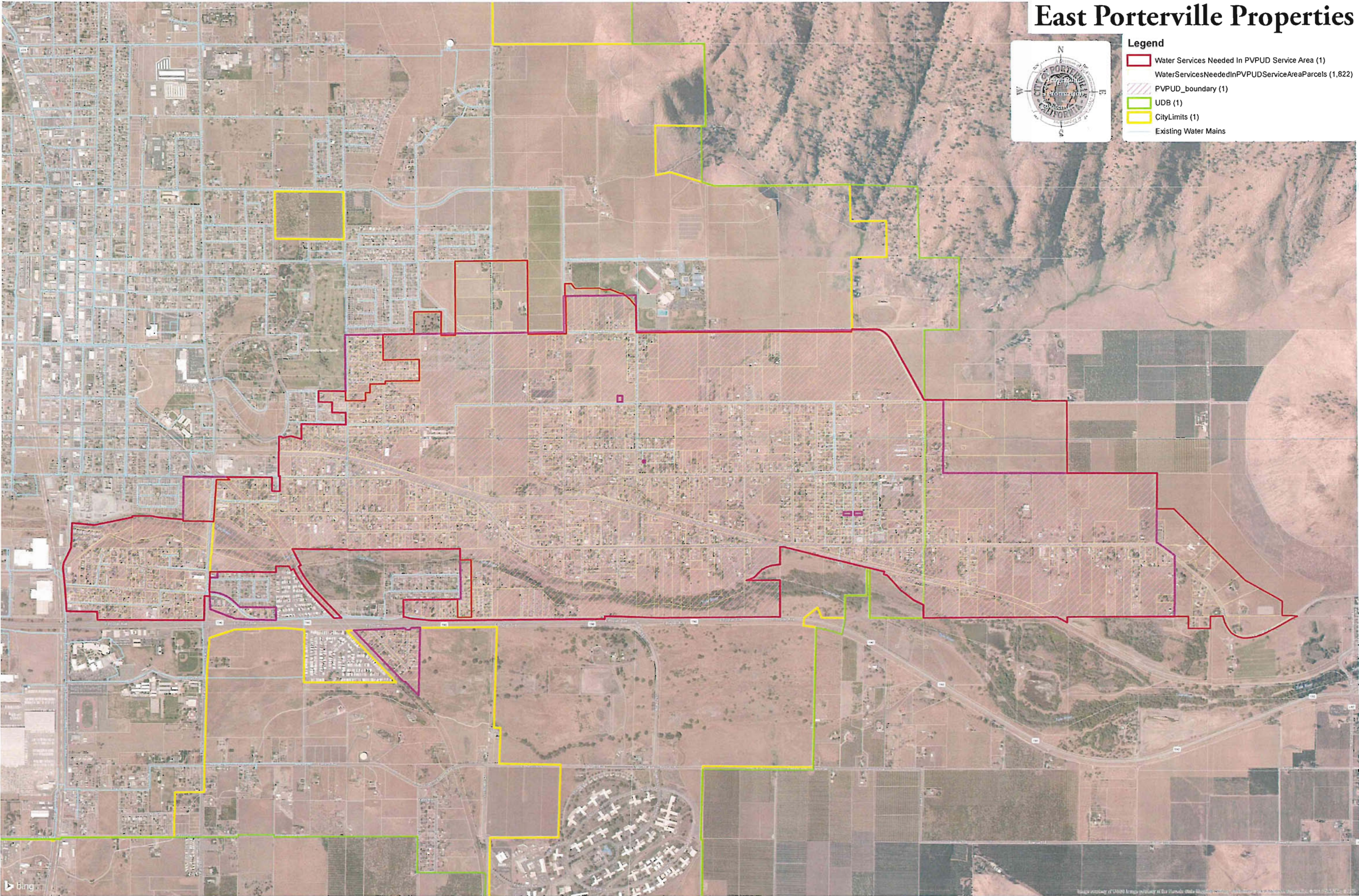
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



- Legend**
- Water Services Needed In PVPUD Service Area (1)
 - WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
 - PVPUD_boundary (1)
 - UDB (1)
 - CityLimits (1)
 - Existing Water Mains



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 regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

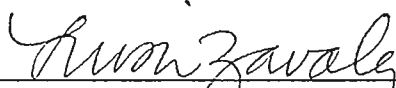

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

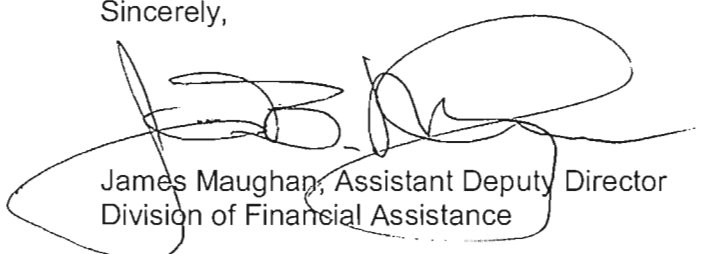
The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

FELICIA MARCUS, CHAIR | EILEEN SOBIECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

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, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. 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.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to 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.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, 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, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply 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.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

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 of 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 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Review and Approval of Proposed Administrative Budget

SOURCE: Community Development

COMMENT: Health & Safety Code Section 34177(j), as modified by AB 1484, and further amended by Senate 107, requires the Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”) to prepare a proposed Administrative Budget covering the upcoming one-year fiscal period instead of the previously required six-month period, which will be July 1, 2018 through June 30, 2019 (i.e., concurrent with the Recognized Obligation Payment Schedule {“ROPS”} 18-19) and submit it to the Oversight Board for approval. To date, the Successor Agency previously prepared and approved, and the Oversight Board reviewed and approved, Administrative Budgets through June 30, 2017.

Pursuant to the Dissolution Act (Parts 1.8 and 1.85 of Division 24 of the Health & Safety Code), each ROPS includes a line item for the Successor Agency’s Administrative Budget for the applicable period. SB 107, which amended AB 1484 and the Dissolution Act on September 22, 2015, required that the ROPS 18-19 for the period July 1, 2018, through June 30, 2019, shall be approved by the Successor Agency and Oversight Board and submitted to the Department of Finance (“DOF”) by February 1, 2018.

Under Section 34177(k) of the Dissolution Act, upon approval of the Administrative Budget by the Oversight Board, the Successor Agency will provide to the County of Tulare Auditor Controller the administrative cost estimates from the approved Administrative Budget that are to be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund (RPTTF) for such period.

Pursuant to Section 34179(h) of the Dissolution Act, as amended by AB 1484, written notice and information about all actions taken by the Oversight Board must be provided to the DOF by electronic means and in a manner of DOF’s choosing.

An Oversight Board’s action shall become effective five business days after notice in the manner specified by the DOF, unless the DOF requests a review; provided, however, pursuant to Section 34177(m) as to each ROPS submitted to the DOF of which an Administrative Budget is a part, the DOF shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations on each ROPS submitted no later than 45

days after submittal.

RECOMMENDATION: That the Successor Agency adopt the draft Resolution approving the Administrative Budget for the period of July 1, 2018, through June 30, 2019, and direct Successor Agency staff to submit the Administrative Budget to the Oversight Board.

ATTACHMENTS: 1. Draft Resolution - SA Administrative Budget

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

SUCCESSOR AGENCY RESOLUTION NO. ____-2018

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE ADMINISTRATIVE
BUDGET PURSUANT TO HEALTH & SAFETY CODE SECTION 34177 AND DIRECTING
TRANSMITTAL OF THE ADMINISTRATIVE BUDGET TO THE OVERSIGHT BOARD

WHEREAS, the Porterville Redevelopment Agency (“Agency”) was established as a redevelopment agency, organized and existing under the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* (“CRL”), and was authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Porterville (“City”); and

WHEREAS, Assembly Bill 1X 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code (“Dissolution Act”), pursuant to which (1) all redevelopment agencies in California were dissolved on February 1, 2012, and (2) successor agencies were formed for the purpose of winding down the affairs of the former redevelopment agencies; and

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by a resolution considered and approved by the City Council of the City at an open public meeting, the City Council chose to serve as the governing body of the Successor Agency to the dissolved Agency, a separate legal entity, under the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City of Porterville serves and acts as the Successor Agency and the City will perform the functions of the Successor Agency under the Dissolution Act to administer the enforceable obligations of the former Agency and, otherwise, unwind the Agency’s affairs, all subject to the review and approval by a seven-member Oversight Board (“Oversight Board”); and

WHEREAS, Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget covering the upcoming one-year fiscal period, and submit it to the Oversight Board for approval; and

WHEREAS, the Administrative Budget, as approved by the Oversight Board, will be provided to the County of Tulare Auditor-Controller pursuant to Section 34177(k) so that the Successor Agency’s estimated administrative costs in the approved Administrative Budget will be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for the applicable one-year period.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY:

1. The above recitals are true and correct, are a substantive part of this Resolution, and are adopted as the findings of the Successor Agency.

2. Pursuant to the Dissolution Act, the Successor Agency hereby approves the proposed Administrative Budget in the form attached hereto as Exhibit A and incorporated herein by this reference. The City Manager and Successor Agency legal counsel are authorized to make such revisions to the Administrative Budget, as they deem appropriate, in order to ensure the proper and effective operation of the Successor Agency pursuant to the Dissolution Act.

3. The City Manager, or his authorized designees, are hereby authorized to transmit the Administrative Budget to the Oversight Board for approval.

4. Upon approval of the Administrative Budget by the Oversight Board, the City Manager, or his authorized designees, shall provide written notice and information about the Oversight Board's approval of the Administrative Budget to the State of California Department of Finance by electronic means, as directed by the Department of Finance, pursuant to Section 34179(h) and shall post the Administrative Budget on the Successor Agency's website.

5. This Resolution shall be effective immediately upon adoption.

6. The City Clerk on behalf of the Successor Agency shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of January, 2018.

By: _____
Milt Stowe, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

SUCCESSOR AGENCY AND HOUSING AUTHORITY SUCCESSOR AGENCY BUDGET
JULY 1, 2018, THROUGH JUNE 30, 2019

OBJECT		2018-19
#	ACCOUNT DESCRIPTION	BUDGET
	PERSONAL SERVICES	
-01	SALARIES, REGULAR	\$6,000
-02	SALARIES, PART TIME	\$0
-03	SALARIES, OVERTIME	\$0
-09	BENEFITS	\$1,800
	SUB-TOTAL	\$7,800
	MATERIALS, SUPPLIES & SERVICES	
-12	BUILDINGS/GROUNDS MAINTENANCE	\$0
-21	ADVERTISING	\$125
-22	PRINTING	\$300
-23	PROFESSIONAL SERVICES	\$20,000
-24	COLLECTION COSTS	\$0
-28	ADMINISTRATIVE SERVICES	\$0
-32	OFFICE AND COMPUTER SUPPLIES	\$0
-34	MAINTENANCE & REPAIR MATERIALS	\$0
-41	MEETING EXPENSE	\$100
-42	UTILITIES	\$0
-43	UNIFORM ALLOWANCE	\$0
-44	TRAINING EXPENSE	\$0
-45	PUBLICATION AND DUES	\$0
-46	POSTAGE	\$50
-52	INSURANCE, LIABILITY	\$0
-62	DEBT REDEMPTION	\$0
-64	AMORTIZATION	\$0
-65	DEPRECIATION EXPENSE	\$0
-66	OTHER EXPENSES	\$1,625
	SUB -TOTAL	\$22,200
	TOTAL	\$30,000



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Review and Approval of Draft Recognized Obligation Payment Schedule for Fiscal Year 2018-19

SOURCE: Community Development

COMMENT: As of February 1, 2012, the Porterville Redevelopment Agency (“Agency”) was dissolved and the City Council assumed the responsibility of acting and serving as the governing body of the "Successor Agency," a separate legal entity from the City, pursuant to Parts 1.8 and 1.85 of Division 24 of the Health & Safety Code (“Dissolution Act”).

The Dissolution Act requires the Successor Agency to administer the enforceable obligations of the former Agency and otherwise unwind the Agency's affairs subject, where applicable, to the review and approval by the seven-member Oversight Board.

On September 22, 2015, the Governor signed Senate Bill 107. The primary purpose of SB 107 is to make technical and substantive amendments to the Existing Dissolution Law.

Pursuant to Section 34177(l)(1) of the Dissolution Act, for each recognized obligation, the Recognized Obligation Payment Schedule (“ROPS”) for fiscal year 2018-19 shall identify one or more of the following sources of payment:

- (A) Low and Moderate Income Housing Fund.
- (B) Bond proceeds.
- (C) Reserve balances.
- (D) Administrative cost allowance.
- (E) The Redevelopment Property Tax Trust Fund (RPTTF) distribution, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.
- (F) Other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the Oversight Board.

The draft ROPS 18-19, included as Attachment No. 1, includes comparable listings of Enforceable Obligations as were set forth in the DOF-approved ROPS consistent with Section 34177(m). The DOF approved the Finding of Completion for the Successor Agency. With this approval, the Successor Agency was allowed to place loan agreements between the former redevelopment agency and the City on the ROPS as an enforceable obligation pursuant to the criteria in Health and Safety Code Section 34191.4. The Finding

of Completion also allowed the Successor Agency to utilize remaining bond proceeds.

Section 34177(l)(2)(B) of the Dissolution Act requires the Successor Agency to submit the ROPS 18-19 to the Oversight Board for approval, and concurrently with the submission of the ROPS to the Oversight Board, the Successor Agency is required to transmit the ROPS 18-19 to the County Administrative Officer, the County Auditor-Controller, and the DOF. Section 34177(l)(2)(C) requires that, once the Oversight Board has approved the ROPS 18-19, the ROPS 18-19 be sent to the County Auditor-Controller, the State Controller's Office, the DOF, and that the ROPS 18-19 be posted on the Successor Agency's website.

Senate Bill 107 added Section 34177(o) of the Dissolution Act to require the Successor Agency, commencing with the ROPS covering the period from July 1, 2018, to June 30, 2019 and for each period thereafter, to complete the ROPS in the manner directed by the DOF. The DOF provides a pre-populated ROPS template and instructions for the ROPS 18-19. Staff recommends that the Successor Agency review and approve the ROPS 18-19 as provided and authorize the Successor Agency's Executive Director, and/or the Finance Director, or their authorized designees, to also augment, modify, add or revise the ROPS 18-19 as may be necessary to comply with requirements imposed by the DOF.

Senate Bill 107 additionally added that commencing on and after July 1, 2018 that each county would have only one oversight board to be staffed by the county auditor-controller. Two members will be appointed by the County Board of Supervisors, one by the city selection committee for cities in the County, one member appointed by the independent special districts selection committee in the County, one member appointed by the County Superintendent of Schools, one member appointed by the Chancellor of the California Community Colleges, and one member appointed by the recognized employee union representing the largest number of successor agency employees in the County. While the City of Porterville will no longer have a local oversight board, the Successor Agency to the Porterville Redevelopment Agency will continue to be required to provide annual reporting and monitoring through the completion of the dissolution of the Redevelopment Agency activities.

RECOMMENDATION: That the Successor Agency adopt a Resolution approving the Recognized Obligation Payment Schedule 18-19 for the period of July 1, 2018, through June 30, 2019, provided that should any modification be required to the ROPS 18-19 by the DOF, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 18-19 to requirements imposed by the DOF and direct Successor Agency staff to submit the ROPS 18-19 to the Oversight Board.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir

SUCCESSOR AGENCY RESOLUTION NO. ____-2018

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 17-18) FOR THE PERIOD JULY 1, 2018, TO JUNE 30, 2019, SUBJECT TO SUBMITTAL TO, AND REVIEW AND APPROVAL BY, THE OVERSIGHT BOARD AND CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH & SAFETY CODE, DIVISION 24, PART 1.85, AS AMENDED BY ASSEMBLY BILL 1484 AND SUBSEQUENTLY BY SENATE BILL 107; AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Porterville Redevelopment Agency (“Agency”) was established as a redevelopment agency, organized and existing under the California Community Redevelopment Law, Health & Safety Code Section 33000, et seq. (“CRL”), and was authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Porterville (“City”); and

WHEREAS, Assembly Bill 1X 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code (“Dissolution Act”), pursuant to which (1) all redevelopment agencies in California were dissolved on February 1, 2012, and (2) successor agencies were formed for the purpose of winding down the affairs of the former redevelopment agencies; and

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by a resolution considered and approved by the City Council of the City at an open public meeting, the City Council chose to serve as the governing body of the Successor Agency to the dissolved Agency, a separate legal entity, under the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City serves and acts as the Successor Agency and the City will perform the functions of the Successor Agency under the Dissolution Act to administer the enforceable obligations of the former Agency and otherwise unwind the Agency’s affairs, all subject to the review and approval by a seven-member Oversight Board (“Oversight Board”); and

WHEREAS, pursuant to Section 34171(h) of the Dissolution Act, a “Recognized Obligation Payment Schedule” means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each one-year fiscal period as provided in subdivisions (l) and (o) of Section 34177 of the Dissolution Act; and

WHEREAS, pursuant to subdivisions (l) and (o) of Section 34177 of the Dissolution Act, the City, acting as Successor Agency to the Agency, has prepared its Recognized Obligation Payment Schedule (“ROPS”) for the period covering July 1, 2018, through June 30, 2019, in the form attached to this Resolution as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to Section 34191.4 of the Health and Safety Code that with the Department of Finance’s approval of the Finding of Completion, the Successor Agency has placed loan agreements between the former redevelopment agency and the City on the ROPS as an enforceable

obligation pursuant to the criteria in Health and Safety Code Section 34191.4 as well as allowing the Successor Agency to utilize remaining bond proceeds for projects; and

WHEREAS, by this Resolution, pursuant to Section 34177(l)(2)(B) of the Dissolution Act, as amended by AB 1484, the City Council, serving as and on behalf of the Successor Agency, approves the ROPS and authorizes the transmittal of the ROPS to the Oversight Board and concurrently to the County Administrative Officer, the County Auditor-Controller, and the State Department of Finance; and

WHEREAS, pursuant to Section 34177(l)(2)(C) of the Dissolution Act, a copy of the ROPS shall be submitted to the County Auditor-Controller, the State Controller's Office, the State Department of Finance and shall be posted on the City's/Successor Agency's website promptly upon approval thereof by the Oversight Board.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY:

1. The above recitals are true and correct, are a substantive part of this Resolution, and are adopted as the findings of the Successor Agency.
2. The Successor Agency hereby approves the ROPS in the format provided by the State Department of Finance attached hereto as Exhibit A.
3. The City Manager or his authorized designees on behalf of the Successor Agency shall cause the ROPS to be transmitted concurrently to the Oversight Board, the County Administrative Officer, the County Auditor-Controller, and the State Department of Finance.
4. The City Manager or his authorized designees on behalf of the Successor Agency shall, upon approval of the ROPS by the Oversight Board, transmit the approved ROPS to the County Auditor Controller, the State Controller's Office, and the State Department of Finance, and shall cause the approved ROPS to be posted on the City's website.
5. This Resolution shall be effective immediately upon adoption.
6. The City Clerk, on behalf of the Successor Agency, shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2018.

By: _____
Milt Stowe, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

Recognized Obligation Payment Schedule (ROPS 18-19) - Summary
Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency:

Porterville

County:

Tulare

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		18-19A Total (July - December)	18-19B Total (January - June)	ROPS 18-19 Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$26,088	\$21,000	\$47,088
B	Bond Proceeds	-	-	-
C	Reserve Balance	11,088	7,762	18,850
D	Other Funds	15,000	13,238	28,238
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$350,452	\$348,754	\$699,206
F	RPTTF	350,452	348,754	699,206
G	Administrative RPTTF	-	-	-
H	Current Period Enforceable Obligations (A+E):	\$376,540	\$369,754	\$746,294

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
certify that the above is a true and accurate Recognized Obligation
Payment Schedule for the above named successor agency.

NameTitle

/s/

SignatureDate

Porterville Recognized Obligation Payi

July 1, 2018 thr

(Report Amount

[illegible]

ment Schedule (ROPS 18-19) - ROPS Detail

through June 30, 2019

ts in Whole Dollars)

K	L	M	N	O	P	Q	R	S	T	U	V	W
ROPS 18-19 Total	18-19A (July - December)					18-19A Total	18-19B (January - June)					18-19B Total
	Fund Sources						Fund Sources					
	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
\$ 746,294	\$ -	\$ 11,088	\$ 15,000	\$ 350,452	\$ -	\$ 376,540	\$ -	\$ 7,762	\$ 13,238	\$ 348,754	\$ -	\$ 369,754
\$ -						\$ -						\$ -
\$ 92,031		11,088		80,943		\$ 92,031						\$ -
25,000										25,000		25,000
25,000										25,000		25,000
49,669				24,669		24,669				25,000		25,000
25,000										25,000		25,000
\$ 30,000			15,000			\$ 15,000		1,762	13,238			\$ 15,000
\$ -						\$ -						\$ -
\$ 320,519				160,259		\$ 160,259				160,260		\$ 160,260
\$ 169,163				84,581		\$ 84,581				84,582		\$ 84,582
\$ 4,912						\$ -		3,500		1,412		\$ 4,912
\$ 5,000						\$ -		2,500		2,500		\$ 5,000
\$ -						\$ -						\$ -
\$ -						\$ -						\$ -
\$ -						\$ -						\$ -
\$ -						\$ -						\$ -
\$ -						\$ -						\$ -

Porterville Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances
July 1, 2015 through June 30, 2016
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#)

A	B	C	D	E	F	G	H	I
	Cash Balance Information for ROPS 15-16 Actuals (07/01/15 - 06/30/16)	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/15)	951,692					244,479	
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during June 2015 and January 2016.	11,177				38,808	827,185	
3	Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16)	187,133					752,066	
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	647,650				10,570	300,748	\$10,570 of other funds had been obligated for admin on ROPS 17-18A. \$300,748 RPTTF received in May 2016 for the approved obligations on ROPS 16-17A.
5	ROPS 15-16 RPTTF Balances Remaining	No entry required					(18,850)	Unspent balance of ROPS 15-16 RPTTF used for ROPS 18-19 enforceable obligations.
6	Ending Actual Available Cash Balance (06/30/16) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 + 5)	\$ 128,086	\$ -	\$ -	\$ -	\$ 28,238	\$ -	Available cash from other funds used for ROPS 18-19 enforceable obligations.

Porterville Recognized Obligation Payment Schedule (ROPS 18-19) - Notes July 1, 2018 through June 30, 2019

[illegible]



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Purchase of Real Property - APN 261-122-007

SOURCE: Community Development

COMMENT: On April 5, 2016, the Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”) approved the First Amended and Restated Long Range Property Management Plan ("LRPMP") as part of the dissolution of the Porterville Redevelopment Agency, as required by Assembly Bill x1 26 (SA Resolution 2016-04). The LRPMP was subsequently approved by the Oversight Board and by the California Department of Finance.

Health and Safety Code Section 34191.5, as modified by AB 1484, requires the LRPMP to address the disposition and use of the real properties of the former redevelopment agency. Parcel 7 (APN 261-122-007) (the “Property”) is located at 14 North Main Street and was formerly the Porterville Hotel prior to a catastrophic fire that damaged the structure beyond repair. The LRPMP proposed that the Property be cleared, remediated for environmental concerns and sold with the net proceeds to be used to fulfill an enforceable obligation. From April 18, 2016 to June 20, 2016, the Successor Agency circulated a request for proposals (RFP) for a commercial mixed use development with the requirement that the Property be acquired from the Successor Agency and a three-story building be developed with retail on the ground floor and a mix of offices on the upper floors. No proposals were submitted for the RFP and very little interest was generated.

On October 17, 2017, the City Council and the Successor Agency to the Porterville Redevelopment Agency authorized staff to begin the negotiation process for the City of Porterville to acquire the property from the Successor Agency for the appraised value of \$220,000.

The terms of the purchase are outlined in the Purchase and Sale Agreement which is provided herein, as is the draft resolution for Council and Agency’s consideration. Effectiveness of the Purchase and Sale Agreement is subject to approval by the Oversight Board to the Successor Agency and subsequent approval by the California Department of Finance (or notice from the Department of Finance that they decline to review the Purchase and Sale Agreement).

RECOMMENDATION: That the Successor Agency:
1. Approve the attached Resolution approving the Purchase and

Sale Agreement;

2. Direct staff to submit the Purchase and Sale Agreement to the Oversight Board and upon their approval submit to the Department of Finance; and

3. Authorize staff to implement the Purchase and Sale Agreement in accordance with the Resolution.

That City Council:

1. Approve the attached Resolution approving the Purchase and Sale Agreement; and 2. Authorize staff to implement the Purchase and Sale Agreement in accordance with the Resolution.

ATTACHMENTS:

1. Locator Map
2. Draft Successor Agency Resolution
3. Draft City Council Resolution
4. Draft Purchase and Sale Agreement

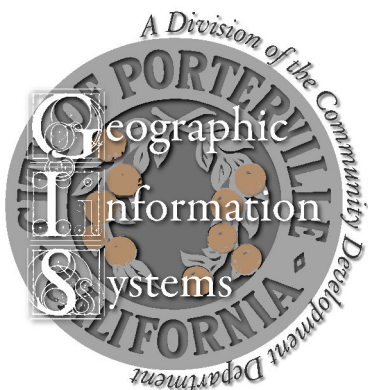
Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir



Purchase of Real Property
@ 14 N Main Street
Project Locator Map
1" = 200ft

SA RESOLUTION NO. _____ - 2018

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE
REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE
PURCHASE AGREEMENT WITH THE CITY OF PORTERVILLE

WHEREAS, Successor Agency staff has negotiated an agreement for the sale of the Property, which terms and conditions are set forth in the Purchase Agreement ("Agreement") attached as Exhibit A.

NOW THEREFORE, THE SUCCESSOR AGENCY TO THE PORTERVILLE
REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the above recital is true and correct and incorporated herein.

Section 2. That the Agreement, attached as Exhibit A, is hereby approved

Section 3. That the Successor Agency authorizes and directs the City Manager and/or City Attorney to make any final modifications to the Agreement that are consistent with the substantive terms of the Agreement approved hereby, and to thereafter authorize the Chair to sign the Agreement on behalf of the Successor Agency.

Section 4. That the Successor Agency to the Porterville Redevelopment Agency authorizes and directs the Chair to (i) sign such other and further documents, including but not limited to escrow instructions and (ii) take such other and further actions, as may be necessary and proper to carry out the terms of the Agreement.

PASSED, APPROVED, and ADOPTED this 16th day of January, 2018.

Milt Stowe, Chair

ATTEST:
John D. Lollis, Agency Secretary

By: Patrice Hildreth, Chief Deputy Agency Secretary

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR
REAL PROPERTY FROM THE SUCCESSOR AGENCY TO
THE PORTERVILLE REDEVELOPMENT AGENCY
PURSUANT TO THE FIRST AMENDED AND RESTATED
LONG RANGE PROPERTY MANAGEMENT PLAN**

WHEREAS, the City of Porterville (“City”) is a municipal corporation organized and operating under the laws of the State of California; and

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”) is a public body corporate and politic, organized and operating under Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code, and the successor the former Porterville Redevelopment Agency (“former Agency”) that was previously a community redevelopment agency organized and existing pursuant to the Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.* (“CRL”); and

WHEREAS, Assembly Bill x1 26 (“AB x1 26”) added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code and which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 (“*Matosantos Decision*”), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 (“AB 1484”) (together AB x1 26, the *Matosantos Decision*, and AB 1484 are referred to as the “Dissolution Laws”); and

WHEREAS, as of February 1, 2012 the former Agency was dissolved pursuant to the Dissolution Laws and as a separate public entity, corporate and politic, the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the former Agency’s affairs, all subject to the review and approval by a seven-member oversight board (“Oversight Board”); and

WHEREAS, Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a “long-range property management plan” addressing the future disposition and use of all real property of the former Agency no later than six months following the issuance by the California Department of Finance (“DOF”) to the Successor Agency of a finding of completion pursuant to Health and Safety Code Section 34179.7; and

WHEREAS, DOF issued a finding of completion to the Successor Agency on August 7, 2013; and

WHEREAS, on April 4, 2016, the Successor Agency approved via SA Resolution 2016-04 the First Amended and Restated Long Range Property Management Plan (herein, the “LRPMP”); and

WHEREAS, the LRPMP was subsequently approved by the Oversight Board and the California Department of Finance; and

WHEREAS, the LRPMP describes all of the properties held by the Successor Agency, as successor in interest to the former Agency; and

WHEREAS, the LRPMP provided that property designated therein as Parcel 7 (“APN 261-122-007”) be cleared, remediated for environmental concerns and sold with the net proceeds to be used to fulfill an enforceable obligation; and

WHEREAS, from April 18, 2016 to June 20, 2016, the Successor Agency circulated a request for proposals (“RFP”) for a commercial mixed use development with the requirement that the property be acquired from the Successor Agency and a three-story building be developed with retail on the ground floor and a mix of offices on the upper floors. No proposals were submitted for the RFP and very little interest was generated; and

WHEREAS, the City of Porterville continues to be vested in the ultimate development of the project site as the cornerstone of the community and the gateway to the downtown corridor and therefore desires to acquire the property from the Successor Agency to ensure a commercial mixed use development;

WHEREAS, on October 17, 2017, the City Council and the Successor Agency authorized staff to begin the negotiation process for the City of Porterville to acquire the property from the Successor Agency for the appraised value of \$220,000; and

WHEREAS, the purchase of property by the City pursuant to the LRPMP complies with the CRL and the Dissolution Laws and is in the best interests of the taxing entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The City Council hereby approves the purchase price of \$220,000. The Mayor, the City Manager, the City Clerk and their authorized designees are authorized to execute deed acceptances and other instruments and take such other actions as may be necessary, appropriate or convenient to accomplish the conveyance of the property to the City, including without limitation paying fees and charges relating to escrow, title, recording and taxes, if applicable. The City Manager and City Clerk and their authorized designees are further authorized and instructed to review title to the property, to obtain title insurance relating to the conveyance of the property to the City, if and to the extent determined to be appropriate by the City Manager.

Section 3. The Mayor shall sign the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2018.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

Between

**SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY**

SELLER

And

**CITY OF PORTERVILLE,
a California municipal corporation**

BUYER

DATED: _____, 2017

("Escrow Holder")

_____, California _____

Attention: _____

Telephone: _____

E-Mail: _____

Escrow No. _____

Date of Opening of
Escrow: _____

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is made as of _____, 2017 ("Execution Date"), by and between THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY ("Seller"), and CITY OF PORTERVILLE, a California municipal corporation ("Buyer").

ARTICLE 1 PROPERTY

1.1 The Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property in Porterville, Tulare County, California, as described in **Exhibit A** (the "Property"), subject to the terms and conditions of this Agreement, any and all applicable federal, state and local laws, orders, rules, regulations, any and all outstanding rights of record or open and obvious on the ground, and all matters in the form of the Quitclaim Deed also attached in **Exhibit A** (the "Deed").

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price The purchase price ("Purchase Price") for the Property is TWO HUNDRED TWENTY THOUSAND (\$220,000).

2.2 Payment of Purchase Price. Buyer shall pay the Purchase Price as follows:

2.2.1 Deposit. Concurrently with Buyer's execution and delivery of this Agreement to Seller, Buyer shall deliver to Escrow Holder, for deposit into the above-referenced numbered escrow account (the "Escrow"), the sum of \$10,000 as a deposit toward the Purchase Price (the "Deposit"). Buyer shall pay the Deposit by cashier's or certified check drawn upon a California financial institution, or by cash deposit or a wire transfer of U.S. funds for immediate credit ("Good Funds"). The Deposit will be applied towards the Purchase Price at Closing (as defined in Section 7.2.1), except in the event of a material default by Seller or the failure of a condition precedent to Buyer's obligations hereunder, or termination of this Agreement.

2.2.2 Balance. At least one (1) business day prior to the Closing Date (as defined in Section 7.2.1), Buyer shall deliver to Escrow Holder a sum equal to the Purchase Price, together with Buyer's share of prorations and costs of Escrow as provided in Sections 7.6 through 7.8, less the amount of the Deposit. Buyer shall pay such sum in Good Funds.

ARTICLE 3 AS IS SALE

3.1 As Is Sale. Buyer and its representatives, prior to the Closing Date, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations to which the Property is subject. Buyer shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Buyer acknowledges and agrees that the Property is to be sold and quitclaimed to and accepted by Buyer in an "as is" condition with all faults, and that the Property has been used for, among other things, railroad operating right-of-way. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

3.2 Survival. The provisions of Section 3.1 will survive the Closing and the delivery of the Deed.

ARTICLE 4 TITLE TO PROPERTY

4.1 Title. At the Closing (as defined in Section 7.2.1), Seller shall execute and deliver to Buyer the Deed(s) to the Property in the form of **Exhibit A** attached hereto. Title will be evidenced by the issuance by First American Title Company ("Title Company") of a CLTA Standard Coverage Owner's Policy of Title Insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

4.1.1 A lien to secure payment of real property taxes and assessments, not delinquent;

4.1.2 Matters affecting the condition of title created or permitted to be created by or with the written consent of Buyer;

4.1.3 Standard exceptions in the Title Policy, and exceptions that are disclosed by the Title Report described in Section 5.1 or any supplementary report and that are approved or deemed approved by Buyer in accordance with Section 5.1; and

4.1.4 Any other exceptions or reservations set forth in the Deed.

4.2 Extended Coverage. Buyer, at its option and at its sole cost and expense, may obtain ALTA extended coverage and/or an ALTA survey, provided, however, that the failure to obtain such extended coverage will not be a condition to nor delay the Close of Escrow beyond the Closing Date, and that Seller will not be required to assume any obligations or liabilities in addition to Seller's obligations and liabilities under this Agreement.

ARTICLE 5 BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

5.1 Approval of Title.

(a) Seller, at its sole cost and expense, has obtained a preliminary title report on the Property ("Title Report") together with copies of all the documents referred to in the Title Report that are provided by the Title Company with the Title Report, and has or shall furnish a copy of same to Buyer. Within the earlier to occur of (i) ten (10) days after receipt by Buyer of the Title Report, or (ii) Sixty (60) days after Opening of Escrow ("Title Contingency Date"), per Section Article 6 below, Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title to the Property disapproved by Buyer ("Disapproved Items"). If Buyer timely notifies Seller of Disapproved Items and all or some of the Disapproved Items (except for those Disapproved Items, if any, which will be removed upon the Close of Escrow in accordance with the terms of this Agreement) are not cured or deleted as exceptions to title within ten (10) days after Seller's receipt of Buyer's Title Notice ("Seller's Cure Period"), Buyer will have the option of either waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow or terminating this Agreement, in which event the provisions of Section 5.1(b) will govern. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, insuring Buyer against any Disapproved Item set forth in Buyer's Title Notice, will be deemed a cure by Seller of such Disapproved Item. In the event Buyer elects to terminate this Agreement pursuant to this Section 5.1, Buyer shall notify Seller of its election by written notice no later than five (5) days after expiration of Seller's Cure Period. Buyer's failure to timely deliver written notice to Seller of its election will be deemed to be Buyer's election to proceed to the Close of Escrow and to waive its disapproval of such Disapproved Items. In no event will Seller's failure to cure or delete as exceptions to the Title Policy any Disapproved Items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price.

(b) If this Agreement is terminated pursuant to this Section 5.1., the Deposit will be returned to Buyer and neither party will have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.2 Compliance by Seller. Seller will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

ARTICLE 6 SELLER'S CONDITIONS TO CLOSING

The following are conditions precedent to Seller's obligation to sell the Property:

6.1 Compliance by Buyer. Buyer will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

ARTICLE 7 OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties shall deposit three (3) executed counterparts of this Agreement (and Buyer shall deposit the Deposit) with Escrow Holder and this instrument will serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby, including Escrow Holder's general provisions which are contained in **Exhibit B** attached hereto to the extent said general provisions do not conflict with the provisions contained in these Escrow Instructions. Escrow Holder shall insert the date of the Opening of Escrow on the upper right hand corner of the first page of this Agreement on each of the three counterparts. The Opening of Escrow is the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller and has received the Deposit from Buyer. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder is responsible only for undertaking such matters in conjunction with the Closing as are specifically provided for in this Agreement or in any additional or supplementary escrow instructions delivered by the parties.

7.2 Closing.

7.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Deed (the "Closing" or "Close of Escrow") will occur and delivery of all items to be made at the Closing under the terms of this Agreement will be made within sixty (60) days after the date of Opening of Escrow, unless the Closing date is extended upon mutual agreement between the parties.

7.2.2 Preclosing Conditions. Provided that Escrow Holder can comply with these instructions, that Escrow Holder has received the deliveries described in Sections 8.3 and 8.4 below, that Escrow Holder has not received prior written notice from a party that any condition to

such party's obligations has not been fulfilled, or that Buyer has elected to terminate its rights and obligations under this Agreement pursuant to Article 5 or Seller has elected to terminate its rights and obligations under this Agreement pursuant to Article 6 and the Title Company has issued or is unconditionally prepared to issue to Buyer, as of the Closing Date, the Title Policy, then Escrow Holder is authorized and instructed to (a) record the Deed, (b) deliver the Purchase Price to Seller, less prorations and costs of Escrow in accordance with Section 8.6, (c) deliver a conformed copy of the recorded Deed(s), and (d) deliver the closing statements to Buyer and Seller in accordance with Section 8.2.4.

7.2.3 Failure to Close. If the Closing does not occur on or before the Closing Date (or as extended by mutual agreement), then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party will have any further obligations hereunder (other than the Surviving Obligations) and, unless the Escrow fails to close due to (a) a material default by Seller, (b) the failure of a condition precedent to Buyer's obligations hereunder, or (c) termination of this Agreement, the Deposit and any interest accrued thereon will be paid to or retained by Seller, and all documents and other instruments must be returned to the party depositing the same into Escrow. If neither party is in default, then Buyer and Seller will share equally the cost of cancellation of Escrow. If only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow will be without prejudice to whatever legal rights, as such rights may be limited by the terms of this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

7.2.4 Notification; Closing Statements. If Escrow Holder cannot comply with the instructions in this Agreement and to be provided, Escrow Holder is not authorized to cause the recording of the Deed or close this Escrow. If Escrow Holder is unable to cause the recording of the Deed, Escrow Holder shall notify Jennifer Byers at (559) 782-7460 and James Gregory Shelton, without delay. If Escrow Holder is able to comply with the instructions herein and to be provided, at the Closing Escrow Holder shall deliver to Seller at the addresses provided in Section 12.9 a true, correct and complete copy of the Seller's closing statement, in the form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 10.9 a true, correct and complete copy of Buyer's closing statement, in the form customarily prepared by Escrow Holder.

7.3 Deliveries by Seller. Not later than one business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following items:

7.3.1 Deed. The Deed in the form of **Exhibit A** duly executed and acknowledged by Seller.

7.3.2 California Form 593-C. California Form 593-C (Real Estate Withholding Certificate) duly executed by Seller, if applicable.

7.3.4 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement and/or necessary to effectuate the sale that have not previously been delivered.

7.4 Deliveries by Buyer. Not later than one (1) business day prior to the Closing Date (or such other time specified below), Buyer shall deposit with Escrow Holder the following items:

7.4.1 Purchase Price. A sum, including the Deposit, in an amount equal to the Purchase Price, plus Buyer's share of the prorations and costs of Escrow that are required pursuant to this Article 8 to close Escrow.

7.4.2 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement and/or necessary to effectuate the sale that have not been previously delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

7.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, and rentals under the Licenses, if any, will be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the Closing Date. Seller and Buyer agree that any of the aforesaid prorations that cannot be calculated accurately as of the Closing Date will be prorated on the basis of the parties' reasonable estimates, and will be recomputed between Seller and Buyer when actual tax statements for the year of Closing are received, and either party owing the other party a sum of money based on such subsequent proration adjustment will promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, will pay interest thereon at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the Closing Date to the date of payment.

7.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment will be prorated as of midnight at the end of the day preceding the Close of Escrow. All installments not then yet due whether or not the same have been prepaid will not be prorated and Buyer shall assume such bonds or assessments. Any prepaid assessments made in advance of its due date will be credited to Seller. In addition, Buyer shall assume any and all future bonds, assessments, special taxes, fees or charges applicable to the Property for liabilities now or hereafter imposed by any governmental authority (collectively referred to as "Governmental Requirements") including, without limitation, any such Governmental Requirements imposed by the City of Porterville, and those for (a) common area improvements, whether or not specifically set forth in this Agreement, (b) local assessment or

improvement districts, (c) any special tax assessments, (d) traffic mitigation improvements, (e) park and recreation fees, and/or (f) any other public facility infrastructure or traffic mitigation required or imposed by the City of Porterville. Buyer shall assume all such bonds or future assessments without offset or adjustment.

7.8 Costs and Expenses. The costs and expenses of Escrow upon Close of Escrow will be shared equally (50% each) by Buyer and Seller, including, without limitation, all recording charges, the premium for the Title Policy, the cost of any documentary or other transfer taxes applicable to the sale, and all other standard costs and charges of the Escrow.

7.9 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall disburse the Purchase Price less Seller's share of prorations as determined pursuant to this Agreement in immediately available funds, and, unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent as follows: _____

_____.

7.10 Delivery of Documents. Upon the Close of Escrow, Escrow Holder shall promptly deliver all instruments and documents to the parties as specified in Section 10.9. Escrow Holder shall promptly deliver to the party entitled thereto the recorded originals of such instruments or documents upon Escrow Holder's receipt of the same.

7.11 Supplemental Taxes. Seller and Buyer acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow and Escrow Holder is released of any liability in connection with same.

ARTICLE 8 REPRESENTATIONS, WARRANTIES AND COVENANTS;

8.1 Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, as follows:

8.1.1 Organization. Seller is an individual.

8.1.2 Enforceability. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are intended, provided Buyer has duly executed those documents requiring Buyer's signature, to be legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

8.1.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Seller.

8.2 Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, as follows:

8.2.1 Organization. Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of California and qualified to do business in California, with full power and authority to enter into and comply with the terms of this Agreement.

8.2.2 Enforceability. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are intended, provided Seller has duly executed those documents requiring Seller's signature, to be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8.2.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Buyer.

8.3 Mutual Representations and Covenants, Brokers and Finders. No broker's fee, finder's fee, commission or similar compensation will be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim; and Seller, if such claim is based upon any agreement alleged to have been made by Seller, agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section will survive the Close of Escrow or termination of this Agreement.

ARTICLE 9 POSSESSION

Possession of the Property will be delivered to Buyer on the Close of Escrow.

ARTICLE 10 MISCELLANEOUS

10.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in Closing and carrying out the transactions contemplated by this Agreement.

10.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing will be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived.

10.3 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

10.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor will any provision give any third persons any right to subrogation or action over or against any party to this Agreement.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

10.6 Amendment. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by the party to be bound.

10.7 Waiver. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

10.8 Timeliness. Seller and Buyer acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement and that failure to timely perform any of the material terms, conditions, obligations or provisions of this Agreement by either party is a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

10.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") must be in writing and must be (a) personally delivered; (b) delivered by a reputable overnight courier; or (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices will be deemed received at the earlier of (a) actual receipt or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as

evidenced by a return receipt. Notices must be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller:

If to Buyer: CITY OF PORTERVILLE
ATTN: Jennifer Byers, Community Development Director
291 Main Street
Porterville, California 93257
Telephone: (559) 782-7460

10.10 Governing Law and Venue. This Agreement is to be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, will be brought in the county in which the Property is located. This Agreement is entered into and to be performed in Tulare County, California.

10.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.

10.12 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, will not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement will remain in full force and effect.

10.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) will include all numbers, and each gender will include all genders.

10.15 Joint and Several Liability. In the event either party hereto now or hereafter consists of more than one person, firm, or corporation, then and in such event, all such persons, firms, or corporations will be jointly and severally liable as parties under this Agreement.

10.16 Recording. Neither party may record this Agreement or any memorandum thereof.

10.17 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

10.18 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

10.19 Recitals and Exhibits. The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

10.20 Professional Fees and Costs. If any legal or equitable action, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application, or motion, are brought or undertaken, or an attorney retained, to enforce this Agreement or any closing document, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement or any closing document, then the successful or prevailing party or parties in such undertaking (or the party that would prevail if an action were brought) will be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses. The provisions of this Section will survive the Close of Escrow or the termination of this Agreement.

10.21 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property will exist, and this writing will have no binding force or effect, until executed and delivered by both Seller and Buyer.

10.22 Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be invalid or unenforceable only to the extent of such determination, which will not invalidate or otherwise render ineffective any other provision of this Agreement.

10.23 Merger. Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties of Buyer and Seller in this Agreement will merge into the Deed to be delivered by Seller to Buyer at Closing and will not survive the Closing of Escrow.

SELLER:

By: _____

Name: _____

Title: _____

BUYER:

**CITY OF PORTERVILLE,
a California municipal corporation**

By: _____

Name: _____

Title: _____

THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT
OF THE DEPOSIT AND THREE (3) EXECUTED COPIES OF THIS AGREEMENT AND
AGREES TO ACT IN ACCORDANCE THEREWITH.

ESCROW HOLDER:

By: _____
_____, Escrow Officer

EXHIBIT A

[Quitclaim Deed with Legal Descriptions]

EXHIBIT B

ESCROW HOLDER GENERAL PROVISION



CITY COUNCIL AGENDA – JANUARY 16, 2018

SUBJECT: Annual Meeting of the Porterville Public Financing Authority

SOURCE: Community Development

COMMENT: In 1992, the Porterville Public Financing Authority was formed designating the City Council members as directors. According to the Authority's By-laws, an annual meeting is to be held each year to report on the progress of the Redevelopment Projects being funded by Bond Issue #1 issued in December 1992. In September 2008, the Redevelopment Agency refinanced the Tax Allocation Bonds for the purpose of financing the Porterville Hotel Project and related housing project. The same reporting requirements were necessary.

On December 21, 2016, the refunding of the 2008 Redevelopment Bond debt was completed and were issued to the Successor Agency to the Porterville Redevelopment Agency. The refinancing of the 2008 Redevelopment Bond did not add additional projects to the former Redevelopment Agency, but achieved debt service savings due to lower interest rates.

RECOMMENDATION: That the City Council, sitting as the Porterville Public Financing Authority, hold a public meeting in accordance with the Authority's By-laws and accept public comment.

ATTACHMENTS: 1. Porterville Public Financing Authority By-laws

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

BY-LAWS OF THE PORTERVILLE PUBLIC FINANCING AUTHORITY

ARTICLE I

DEFINITIONS; OFFICES AND SEAL

Section 1. Definitions. All capitalized terms used herein shall have the respective meanings given such terms in the Joint Exercise of Powers Agreement, dated November 17, 1992, by and between the City of Porterville, California, and the Porterville Redevelopment Agency (the "Agreement").

Section 2. Offices. The principal office of the Authority for the transaction of business shall be 291 North Main Street, Porterville, California 93257. The Board may, however, fix and change from time to time the principal office from one location to another within the City of Porterville by noting the change of address in the minutes of the meeting of the Board at which the address was fixed or changed. The fixing or changing of such address shall not be deemed an amendment to these By-laws.

Section 3. Seal. The Authority shall have a seal, consisting of two (2) concentric circles with the words "Porterville Public Financing Authority" and with the date of establishment of the Authority.

ARTICLE II

BOARD

Section 1. Powers. Subject to the limitations of the Agreement, the terms of these By-laws, and the laws of the State of California, the powers of this Authority shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of the Authority.

Section 2. Number. The Board shall have five (5) Directors, who shall be the members of the City Council of the City of Porterville. Each Director shall hold office for a term which coincides with such Director's term of office as member of the City Council.

Section 3. Compensation. Directors shall serve without compensation but each Director may be reimbursed his or her necessary and actual expenses, including travel incident to his services as Director, pursuant to resolution of the Board. Any Director may elect, however, to decline said reimbursement.

Section 4. Regular Meetings. Regular meetings of the Board shall be held at such time as the Board may fix by resolution from time to time, and if any day so fixed shall fall upon a legal holiday, then, upon the next succeeding business day at the same hour. No notice of any regular meeting of the Board need be given to the Directors.

Section 5. Special Meetings. Special meetings of the Board shall be held whenever called by the Chairman, any Vice Chairman, or by a majority of the Board.

Section 6. Public Meetings; Notice of Meetings. All proceedings of the Board shall be subject to the provisions of the Ralph M. Brown Act, constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code, and notice of the meetings of the Authority shall be given in accordance with such Act.

Section 7. Consent to Meetings. The transactions of the Board at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum is present and if either before or after the meeting each Director not present signs a written waiver of notice or a consent to the holding of such meeting or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 8. Quorum. A quorum shall consist of a majority of the members of the Board unless a greater number is expressly required by statute, by the Agreement, or by these By-laws. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present, shall be the act of the Board.

Section 9. Order of Business. The order of business at the regular meeting of the Board and, so far as possible, at all other meetings of the Board, shall be essentially as follows, except as otherwise determined by the Directors at such meeting:

- (a) Report on the number of Directors present in person in order to determine the existence of a quorum.
- (b) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waiver or waivers of notice of the meeting then filed, as the case may be.
- (c) Reading of unapproved minutes of previous meetings of the Board and the taking of action with respect to approval thereof.
- (d) Presentation and consideration of reports of officers and committees.
- (e) Unfinished business.
- (f) New business.
- (g) Adjournment.

Section 10. Nonliability for Debts. The private property of the Directors shall be exempt from execution or other liability for any debts, liabilities or obligations of the Authority and no Director shall be liable or responsible for any debts, liabilities or obligations of the Authority.

Section 11. Indemnity by Authority for Litigation Expenses of Officer, Director or Employee. Should any Director, officer or employee of the Authority be sued, either alone or with others, because he is or was a director, officer or employee of the Authority, in any proceeding arising out of his alleged misfeasance or nonfeasance in the performance of his duties or out of any alleged wrongful act against the Authority or by the Authority, indemnity for his reasonable expenses, including attorneys' fees incurred in the defense of the proceedings, may be assessed against the Authority or its receiver by the court in the same or a separate proceeding if the person sued acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The amount of such indemnity shall equal the amount of the expenses, including attorneys' fees, incurred in the defense of the proceeding.

ARTICLE III

OBJECTS AND PURPOSES

Section 1. Nature of Objects and Purposes. The business of this Authority is to be operated and conducted in the promotion of its objects and purposes as set forth in the Agreement.

Section 2. Distribution of Assets During Continuance of Authority. During the continuance of the Authority, it may distribute any of its assets to the Members of the Authority. If for any reason the Members are unable or unwilling to accept the assets of the Authority, said assets shall be distributed to the Federal Government, or to a state or local government for public purposes, or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes.

Section 3. Dissolution. The Authority may, with the approval of all of the Members, be dissolved by majority vote of the Directors if at the time of such dissolution the Authority has no outstanding indebtedness and is not a party to any outstanding material contracts. Upon the dissolution or termination of this Authority, and after payment or provision for payment, all debts and liabilities, the assets of this Authority shall be distributed to the Members of the Authority. If for any reason the Members are unable or unwilling to accept the assets of the Authority, said assets will be distributed to the Federal Government or to a state or local government for public purposes; or to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Payment of Money, Signatures. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Authority and any and all securities owned by or held by the Authority requiring signature for transfer shall be signed or endorsed by the Treasurer.

Section 2. Execution of Contracts. The Board, except as in the Agreement or in the By-laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Authority and such authority may be general or confined to specific instances and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 3. Fiscal Year. The fiscal year of the Authority shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 4. Amendment of By-laws. These By-laws may be amended at any time and from time to time by majority vote of the Board.

Passed, approved and adopted this 17th day of November, 1992.


Chairman

ATTEST:


Secretary