



**AMENDED CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA 93257  
AND RONALD REAGAN UCLA MEDICAL CENTER,  
757 WESTWOOD PLAZA, RM 7625, LOS ANGELES, CA 90095  
MARCH 20, 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: 645 N. Prospect Street, Porterville, CA. Agency Negotiator: Patrice Hildreth and Jenni Byers. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 269-120-010. Agency Negotiator: Patrice Hildreth and Mike Reed. Negotiating Parties: City of Porterville and Thomas O'Sullivan. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, Che Johnson, and Matt Pierce. Employee Organizations: Porterville Peace Officers Association; Public Safety Support Unit; Porterville City Employees Association; Management & Confidential Series; Fire Officer Series; Porterville City Firefighters Association; and Unrepresented Management Employees.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Jimmy Sanders. Agency claimed against: City of Porterville.
- 5** - 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.
- 6** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases.

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

Pledge of Allegiance Led by Council Member Martha Flores

Invocation

## **PRESENTATIONS**

Employee of the Month - Claudia Calderon

## **AB 1234 REPORTS**

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

1. Special Tulare County Economic Development Corp. (TCEDC) - March 14, 2018
2. SJVAPCD Governing Board Meeting - March 15, 2018
3. Tulare County City Selection Committee - March 19, 2018
4. Tulare County Association of Governments (TCAG) - March 19, 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 - March 1, 2018
  2. Library & Literacy Commission - March 13, 2018
  3. Arts Commission - February 28, 2018
  4. Animal Control Commission
  5. Youth Commission - March 12, 2018
  6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
  1. Water Conservation Phase IV Status Update
  2. Battery-electric Transit Buses 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 March 6, 2018, and March 13, 2018**  
Re: Considering approval of the draft minutes of March 6, 2018, and March 13, 2018.
2. **Purchase of Real Property APN 240-040-014**  
Re: Considering approval of the purchase of .72 +/- acres of land generally located west of Westwood Street, north of Westfield Avenue and south of Castle Way, adjacent to the Friant Kern Canal for \$84,820.
3. **Purchase of Real Property APN 240-310-001**  
Re: Considering adoption of a resolution approving the purchase of 4.43 +/- acres of land generally located west of Westwood Street, north of Westfield Avenue, south of Castle Way and west of the Friant Kern Canal for \$115,180.
4. **Authorization for Emergency Wastewater Treatment Facility Engine Replacement**  
Re: Considering the approval of wastewater treatment facility loader engine replacement by Pape Machinery at a not to exceed amount of \$23,451.19,
5. **Award Anaerobic Digester Cleaning**  
Re: Considering award of the cleaning of digester #2 at the wastewater treatment facility to Wastewater Solids Management Company for an amount not to exceed \$15,719.00.
6. **Murry Park Pool Concession License Renewal**  
Re: Considering approval of the renewal of the Murry Park Concession License with SM Transit for a term of three years.
7. **Travel to Washington D.C. for Tulare County Association of Governments (TCAG) "One Voice Trip" - April 9-12, 2018**  
Re: Considering authorization to expend City monies in support of travel to Washington D.C. by Council Member Flores and the City Manager.
8. **Approval for Community Civic Event - Greater Porterville Council of Senior Citizens and Rollin Relics Car Club - Rollin Relics Car Show - May 12, 2018**  
Re: Considering approval of an event to take place on Saturday, May 12, 2018, from 9:00 a.m. to 3:00 p.m., at Veterans Park.
9. **Approval for Community Civic Event - Porterville Unified School District - Monache High School Ag/FFA - Farmer's Day and 5K Run - March 31, 2018**  
Re: Considering approval of events to take place at and around Monache High School on Saturday, March 31, 2018, from 7:00 a.m. to 2:00 p.m.
10. **Approval for Community Civic Event - Porterville Unified School District and Optimist Club - Porterville Celebrates Reading - April 14, 2018**  
Re: Considering approval of an event to take place on April 14, 2018, at Veteran's Park,

from 10:00 a.m. to 2:00 p.m.

**11. Status and Review of Declaration of Local Emergency**

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

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

**PUBLIC HEARINGS**

**12. Request for a Minor Conditional Use Permit for Commercial Crop Cultivation (PRC 2018-009-C)**

Re: Consideration of a resolution approving the minor Conditional Use Permit (PRC 2018-009-C) for commercial crop cultivation on approximately 9.34± acres generally located north of Putnam Avenue where the prolongation of Morton Avenue and Holcomb Street would intersect.

**13. Public Hearing to Receive Public Input Concerning District Maps for City Council Election District Boundaries and the Sequencing of Elections**

Re: Consideration of three proposed district maps depicting City Council district boundaries and the sequencing of elections.

**SCHEDULED MATTERS**

**14. Authorization for Travel by City Representatives to Washington D.C. to Meet with Congressman McCarthy Regarding the Relocation of Eagle Mountain Casino**

Re: Consideration of travel by Council Member Monte Reyes and Fire Chief Dave LaPere to Washington D.C. for a meeting with Congressman Kevin McCarthy and Staff regarding the relocation of the casino to the Tule River Tribe's 40-acres west of the Porterville Municipal Airport within the city of Porterville.

**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 April 3, 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](http://www.ci.porterville.ca.us).



## CITY COUNCIL AGENDA – MARCH 20, 2018

SUBJECT: 1. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: The City of 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 the city limits or not. As part of the Phase IV implementation, the City has reduced watering days to a one day per week watering schedule based on property 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 February 2018 show that a total of 10 Notice of Violations were issued for water wasting; 4 resulted in an Administrative Citation.

Water production for February 2018 shows a 33% increase from the 5-year average. The production for the month of February 2018 was 195 million gallons, which when compared to the production for the month of February 2013 of 197 million gallons, equates to a 1% decrease on system production. Residential consumption for February 2018 was 80.37gallons per capita per day (GPCD).

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. City Staff will be evaluating conservation totals in two formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of Production for the City of Porterville's conservation efforts will reflect

June 2015 through February 2018. Porterville's cumulative total Production conservation through February 2018 is 24.57%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through February 2018. Porterville's cumulative total GPCD conservation through February 2018 is 24.7%.

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 conservation goal keeps a standardized message that 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. Proposed permanent regulations, will require agency reporting to continue monitoring the performance of urban water conservation, with a preparedness to return back to a conservation standard if necessary.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status GPCD February 2018
2. Monthly Production Status February 2018
3. Drought Response Phase IV Flyer

Appropriated/Funded:

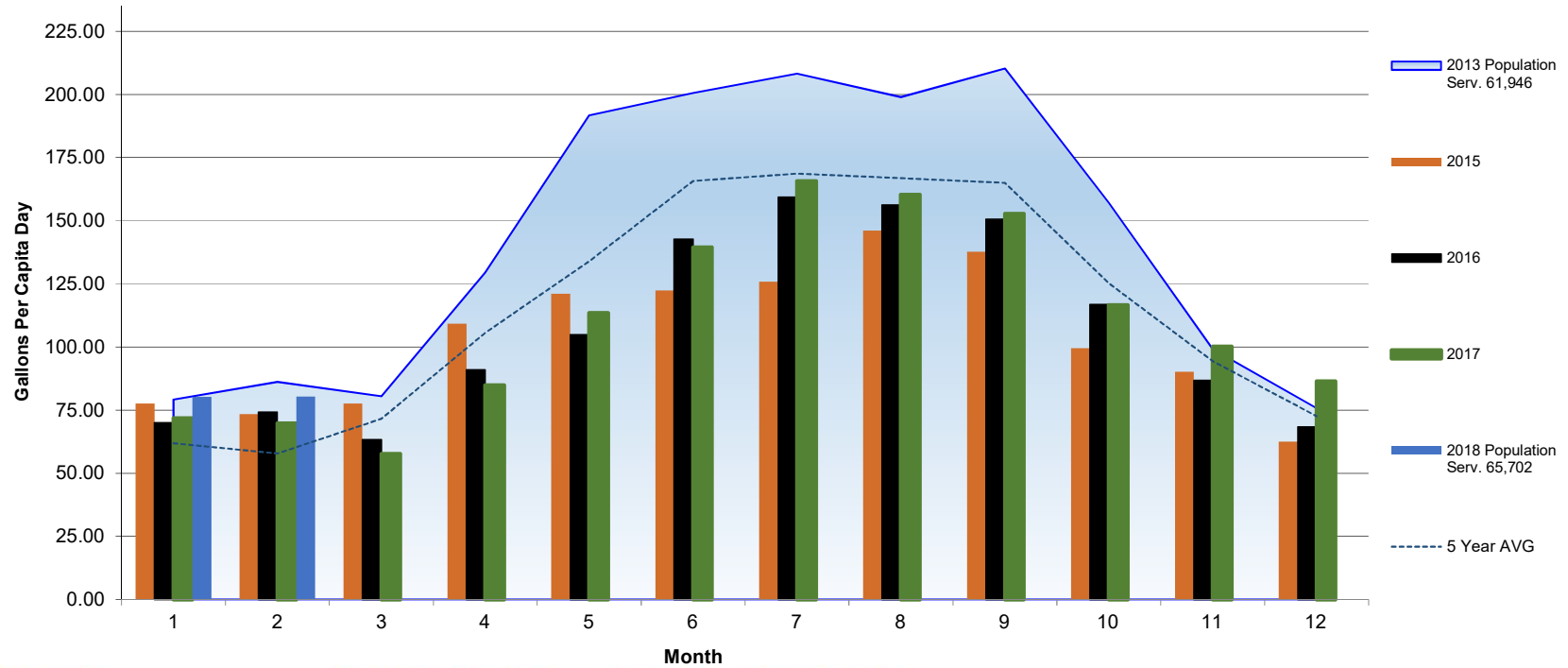
Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

**Monthly Production Status & Cumulative Total June 2015 Through  
February 2018 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



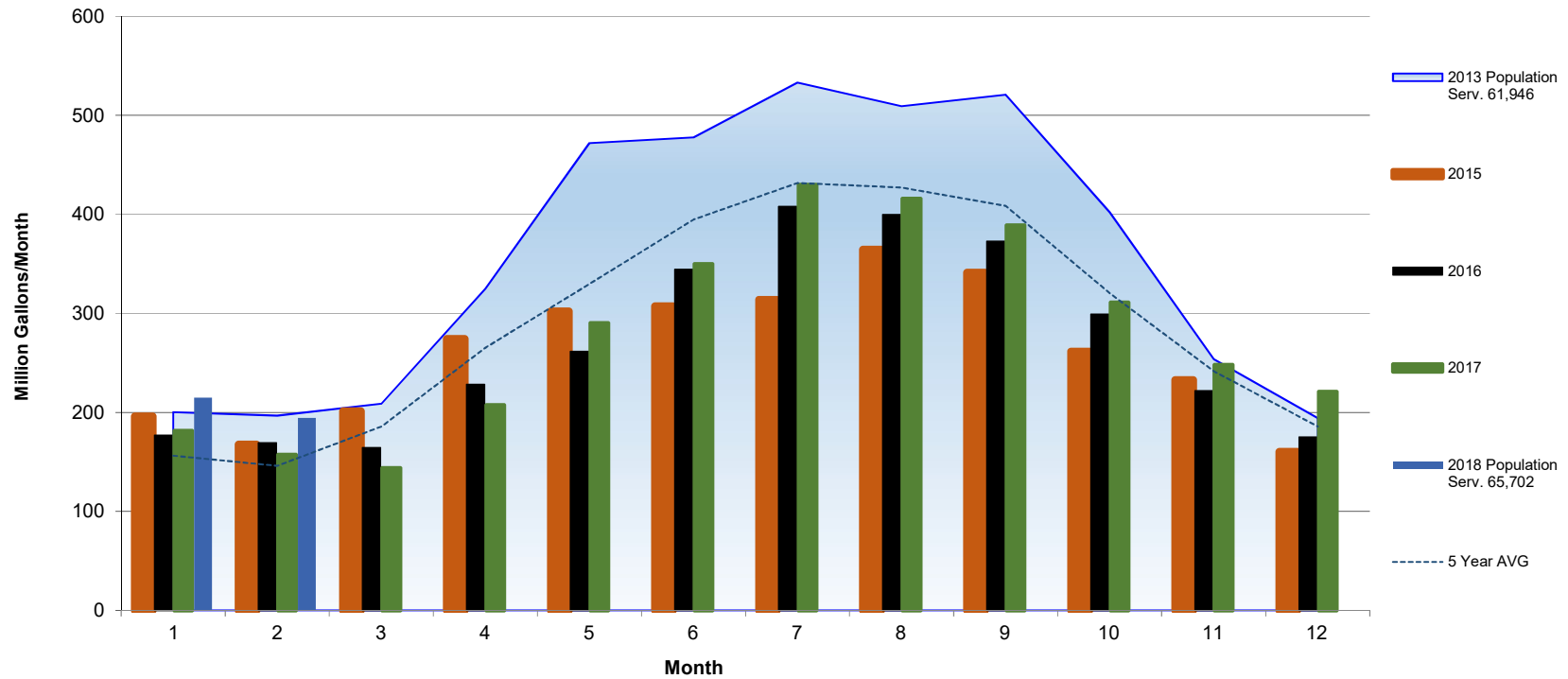
**GPCD**

**Cumulative Total 24.7%**

|      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2015 | -2%  | -15% | -4%  | -16% | -37% | -39% | -40% | -27% | -35% | -37% | -9%  | -18% |
| 2016 | -12% | -14% | -21% | -30% | -45% | -29% | -24% | -21% | -28% | -26% | -13% | -10% |
| 2017 | -9%  | -19% | -28% | -34% | -41% | -30% | -20% | -19% | -27% | -26% | 1%   | 14%  |
| 2018 | 1%   | -7%  |      |      |      |      |      |      |      |      |      |      |

*Percent Comparison to 2013 Production*

**Monthly Production Status & Cumulative Total June 2015 Through  
February 2018 Production Comparison to 2013 & 5 Year Average**



**Production Cumulative Total 24.6%**

|      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 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%  |
| 2018 | 7%   | -1%  |      |      |      |      |      |      |      |      |      |      |

*Percent Comparison to 2013 Production*



**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**

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**Excessive water  
runoff prohibited**

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

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

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

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

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**NO WATERING  
MONDAY THROUGH  
FRIDAY.**



## CITY COUNCIL AGENDA – MARCH 20, 2018

SUBJECT: 2. Battery-electric Transit Buses Update

SOURCE: Public Works

COMMENT: On March 8, 2018, after several weeks of testing and final production, staff received the delivery of two of ten GreenPower battery-electric zero-emission transit buses. Staff formally accepted the first two buses on March 8, 2018, with a five percent withholding, on the invoice, until the correction of minor deficiencies and an additional five percent withholding until the completion of Altoona Testing.

Staff performed a detailed inspection on both vehicles and found minor deficiencies, such as, door sensitivity edge adjustments, bicycle rack light indicators, HVAC controller reprogramming, standee line installation, and replacement of video surveillance camera repair. Staff notified GreenPower of the minor deficiencies with a 30-day correction period. Once the deficiencies have been completed, the City will release the five percent holdback.

The FTA's bus testing program, Altoona Testing, is mandated by section 5324(c) of the Federal Transit Laws (49 U.S.C. Chapter 53) and was instituted by Congress in 1987 to address problems caused by vehicles that could not withstand the rigors of daily transit service. For this reason, Congress required that all new bus models be tested and a test report be provided to the purchaser before any Federal funds could be expended on that vehicle, giving the purchaser the opportunity to identify and correct potential problems with the vehicle prior to final acceptance.

The FTA, however, has tried to remain sensitive to the needs of its grantees and the vehicle manufacturing industry by permitting recipients of FTA funds to solicit and award orders for vehicles prior to the completion of testing, and allowing purchasers to release state and local funds for the vehicles prior to delivery of the final test report, as the transfer of those funds is not prohibited by statute. The purchaser remains responsible, however, for ensuring that the vehicle complies with all Federal requirements upon final acceptance.

The City's Agreement between the California Air Resources Board and the City of Porterville is not Federally funded and does not require Altoona Testing to be completed prior to final acceptance, however, it is a milestone that has to be completed prior to the completion of the electric bus project. The Agreement between GreenPower Motor Company and the City of Porterville does require Altoona Testing to be completed prior to final acceptance, and therefore, the reason for the five percent withholding until completion.

GreenPower is scheduled to begin Altoona Testing in May 2018 and is expected

to be completed by the end of 2018.

The remaining eight battery-electric transit buses are tentatively scheduled to be delivered between April and June of this year. Staff will be traveling to the GreenPower manufacturing facility in Xiamen, China during the next three months to perform in-plant inspections on the remaining vehicles.

Over the next couple of months, staff will prepare the vehicles for revenue service, begin operator and maintenance training, and begin route performance testing. After the completion of the testing, staff is expecting to implement the electric buses into the regular service bus fleet. Electric buses could be in revenue service as early as mid April.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir





## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** City Council Minutes of March 6, 2018, and March 13, 2018

**SOURCE:** Administrative Services

**COMMENT:** Staff has prepared the draft Minutes of March 6, 2018, and March 13, 2018, for the Council's review and consideration.

**RECOMMENDATION:** That the Council approve the draft Minutes of March 6, 2018, and March 13, 2018.

**ATTACHMENTS:**

1. 03-06-2018 Draft Minutes
2. 03-13-2018 Draft Minutes

**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  
MARCH 6, 2018, 5:30 PM**

Called to Order at 5:31 p.m.

Roll Call: Council Member Reyes, Council Member Hamilton, Council Member Flores,  
Mayor Pro Tem Ward, Mayor Stowe (Joined meeting via FaceTime in Closed  
Session)

**ORAL COMMUNICATIONS**

- Vincent Salinas, Visalia, thanked Council for supporting the DACA Resolution.
- Sergio Gonzales inquired about a benevolence foundation.

**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 54956.95 – Liability Claim: Claimant: Eugenia Rodriguez. Agency claimed against: City of Porterville.
- 3 - 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.
- 4 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases.

**6:33 P.M. RECONVENED OPEN SESSION AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION**

City Attorney Lew reported action pertaining to A-2, as follows:

A-2: On a MOTION made by Council Member Martha A. Flores, and SECONDED by Council Member Cameron Hamilton the City Council unanimously rejected the claim submitted by Eugenia Rodriguez.

Documentation: M.O. 01-030618

Disposition: Claim rejected.

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

**PRESENTATIONS**

Employee Service Awards  
South County Justice Center Update  
Burton School District's Apple Distinguished School's

## Leadership Porterville Drought Demonstration Update

Mayor Pro Tem Ward recognized Burton School District Superintendent Dr. Sharon Kamberg, who was in attendance and thanked her for the presentation.

### **AB 1234 REPORTS**

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

1. Tulare County Task Force on Homelessness - February 21, 2018  
City Manager Lollis reported on the conversations that had taken place regarding Tiny Home Divisions, emergency shelters to transitional housing, and working with outreach groups to draft a County-wide plan.
2. Tulare County Association of Governments (TCAG) - February 26, 2018  
Council Member Flores reported on action items, informational items, and the next meeting on March 19th at the Tulare County Board of Supervisors in Visalia.
3. Joint City/School Committee – February 26, 2018  
Council Member Flores reported on discussion pertaining to construction project updates, kindergarten registration/City Library information, after school youth programs, watering schedules, and investigation of social media threats to schools.
4. Tulare County Economic Development Corp. (TCEDC) - February 28, 2018  
Council Member Reyes reported on discussion of the Opportunity Zones Program and rescheduling of the next meeting to the 21st of March.
5. Eastern Tule Groundwater Sustainability Agency (GSA) - March 1, 2018  
Council Member Hamilton reported on action pertaining to budget adjustments and selection of individuals to serve on the ad hoc committee.

### **REPORTS**

- I. Staff Informational Reports
  1. U.S. Fish and Wildlife Service Grant for the Tule River Parkway  
City Manager Lollis reported that the City had been approached by the California Native Plant Society and the Tule River Parkway about working on a grant with the U.S. Department of Fish and Wildlife to create a demonstration native plant exhibit on the Tule River Parkway. If approved, the City would be asked to provide an in-kind match in regards to the \$25,000 grant.

### **ORAL COMMUNICATIONS**

- Rosaura and Jessica Ramirez, concerned residents, spoke regarding the presence of homeless around their neighborhood and expressed concerns regarding public safety.
- Cathy Capone, Porterville resident, spoke of efforts to apply for a grant which would teach community groups how to design, install and care for native plant gardens along pathway between Jaye Street and Oak Street.

- Brock Neeley, Porterville resident, questioned the City paying to shuttle fair attendees and suggested that the Fair pay for half the cost; and spoke in favor of the use of 4000 kelvin street lighting.
- Ellen Nichols, Porterville resident, stated that she was opposed to a sales tax measure due to the associated costs.

### **CONSENT CALENDAR**

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

**COUNCIL ACTION:** MOVED by Council Member Cameron Hamilton, SECONDED by Council Member A. Monte Reyes that the City Council approve Items Nos. 1-7. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF OCTOBER 17, 2017, FEBRUARY 6, 2018, AND FEBRUARY 20, 2018

**Recommendation:** That the Council approve the draft Minutes of October 17, 2017, February 6, 2018, and February 20, 2018.

**Documentation:** M.O. 02-030618

**Disposition:** Approved.

2. SPECIALIZED EQUIPMENT REPAIR - PILLAR AIR BLOWER PROGRAMMING

**Recommendation:** That City Council:

1. Authorize the repair of Pillar Air Blower to Pillar TSC Blower Corporation for a do not exceed amount of \$11,945.00;
2. Direct the Finance Director to initiate a Purchase Order to Pillar TSC Blower Corporation for a do not exceed amount of \$11,945.00; and
3. Direct the Finance Director to make payment to Pillar TSC Blower Corporation upon receipt of invoice approved by the Public Works Director.

**Documentation:** M.O. 03-030618

**Disposition:** Approved.

3. AUTHORIZATION TO OPERATE FARE FREE SHUTTLE SERVICE TO THE PORTERVILLE FAIR AND PORTERVILLE FREEDOM FEST, AND AUTHORIZATION TO CONTRACT WITH PYRO SPECTACULARS, INC. FOR THE FREEDOM FEST

**Recommendation:** That the City Council:

1. Authorize staff to operate a fare free shuttle to the Porterville Fair from May 10-12, 2018, and to the Porterville Freedom Fest on June 30, 2018; and

2. Authorize the expenditure of \$22,000 to Pyro Spectaculars, Inc. for the 2018 Freedom Fest fireworks show.

Documentation: M.O. 04-030618

Disposition: Approved.

4. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR THE ENGINEERING SERVICES FOR PLANS AND SPECIFICATIONS DIGESTER #3 REPAIR AND REHABILITATION PROJECT, AND ON-CALL INSPECTION SERVICE FOR WASTEWATER TREATMENT FACILITY (WWTF) DIGESTERS

Recommendation: That City Council:

1. Accept the Request for Proposals/Qualifications in draft form; and
2. Authorize staff to distribute the Request for Proposals/Qualifications to consulting firms as specified in the policy.

Documentation: M.O. 05-030618

Disposition: Approved.

5. ON-CALL SALES TAX CONSULTING AGREEMENT WITH ROBERT E. CENDEJAS

Recommendation: That the City Council approve the on-call sales tax consultant agreement for special projects with Robert E. Cendejas.

Documentation: M.O. 06-030618

Disposition: Approved.

6. APPROVE SCE CONVERSION FROM HPSV TO LED STREETLIGHTING

Recommendation: That City Council:

1. Approve an LS-1 Option E agreement with Southern California Edison to replace high pressure sodium vapor (HPSV) streetlights with light-emitting device (LED) streetlights at 3000K color temperature; and
2. Authorize the City Manager or his designee to sign the contract documents.

Documentation: M.O. 07-030618

Disposition: Approved.

7. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE BREAKFAST ROTARY CLUB - CANCER CENTER RUN AND WALK - MAY 5, 2018

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from Porterville Breakfast Rotary, subject to the

Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 08-030618

Disposition: Approved.

### **PUBLIC HEARINGS**

8. REQUEST FOR A CONDITIONAL USE PERMIT (PRC 2018-007C) TO ALLOW FOR THE SALE OF ALCOHOL FOR MARISCOS EL 30 RESTAURANT, LOCATED AT 58 E. MILL AVENUE

Recommendation: That the City Council:

1. Adopt the draft resolution approving Conditional Use Permit (PRC 2018-007C) subject to conditions of approval; and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

City Manager Lollis introduced the item, and Community Development Manager Julie Phillips presented the staff report.

The Public Hearing was opened at 7:42 p.m.

- Brock Neeley, Porterville, stated that the number of conditional use permits for alcohol sales seemed excessive and inquired about the previous six months of police activity in the area.

The Public Hearing was closed at 7:44 p.m.

In response to public comments, Police Chief Eric Kroutil stated that the Police Department had seen no increase in police activity in the area, and added that eating establishments did not usually cater to those wanting to abuse the consumption of alcohol. Discussion followed regarding the differences between serving alcohol in eating establishments and serving alcohol in bars.

**COUNCIL ACTION:** MOVED by Council Member Cameron Hamilton, SECONDED by Council Member A. Monte Reyes that the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2018-007C) subject to conditions of approval; and authorize the Mayor to sign the Letter of Public Convenience or Necessity. The motion carried unanimously.

Documentation: Resolution No. 09-2018; M.O. 09-030618

Disposition: Approved.

### **SCHEDULED MATTERS**

9. MANDATORY COMMERCIAL RECYCLING PROGRAM (MCR) AND MANDATORY COMMERCIAL ORGANICS RECYCLING PROGRAM (MORE) IMPLEMENTATION PLAN

Recommendation: That Council consider approving staff to move forward with the 12 month plan proposed by CalRecycle.

City Manager Lollis introduced the item, and Acting Public Works Director Mike Reed presented the staff report.

Discussion ensued regarding upcoming regulations from the State and the lack of recycling participation from commercial businesses. City Manager Lollis stated that some cities had passed ordinances requiring all eligible commercial businesses to participate in the State mandated recycling program; and the Council discussed ways to make it easier for businesses to abide by State mandated regulations.

**COUNCIL ACTION:** MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Monte Reyes that the City Council consider approving staff to move forward with the 12 month plan proposed by CalRecycle. The motion carried unanimously.

Documentation: M.O. 10-030618

Disposition: Approved.

#### 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.

**COUNCIL ACTION:** MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve the continued Declaration of Local Emergency. The motion carried unanimously.

Documentation: M.O. 11-030618

Disposition: Approved.

#### **ORAL COMMUNICATIONS**

None

#### **OTHER MATTERS**

- Council Member Flores spoke of: her attendance at the Porterville Exchange Club's Public Safety Recognition Dinner and congratulated the recipients; her participation in the Dr. Seuss events at Los Robles and Alta Vista; her attendance at the art & wine event put on by the Zonta Club; the upcoming AAUW Annual Tech Trek Brunch; and her participation as judge at the upcoming Lions Club Student Speaker Contest.

- Mayor Pro Tem Ward spoke of his recent visit to the Porterville City Library where he enjoyed the study rooms but inquired about the Wi-Fi internet. He requested that the cost to improve the Wi-Fi be researched and also asked that sanitation wipes and/or sanitizer dispensers be made available to library patrons.
- Mayor Stowe said that he was still praying for a heart.  
Mayor Pro Tem stated that the Mayor was in his prayers and wished him a speedy recovery once he received his new heart.

**CLOSED SESSION**

None

**ADJOURNMENT**

The Council adjourned at 8:08 to the meeting of March 20, 2018.

SEAL

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Luisa M. Zavala, Deputy City Clerk

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Brian E. Ward, Mayor Pro Tem



**MINUTES  
SPECIAL CITY COUNCIL MEETING  
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CALIFORNIA and  
RONALD REAGAN UCLA MEDICAL CENTER, 757 WESTWOOD PLAZA, RM 7625  
LOS ANGELES, CA 90095  
MARCH 13, 2018, 5:30 PM**

Called to Order at 5:38 p.m.

Roll Call: Council Member Reyes, Council Member Flores, Council Member Hamilton, Vice Mayor Ward, Mayor Stowe (participated via teleconference)

The Pledge of Allegiance was led by Council Member Cameron Hamilton.

**ORAL COMMUNICATIONS**

None

**SCHEDULED MATTERS**

**1. CONSIDERATION OF OPPORTUNITY ZONE DESIGNATIONS**

Acting City Manager Jason Ridenour introduced the item and presented the staff report. The Council waived further reading of the staff report, and discussion followed regarding staff's recommendation to request that Census Tract 40, which had been preliminarily designated by the Governor and included the Porterville Developmental Center, be replaced by Census Tract 34, which included the Porterville Municipal Airport and Business Park. The Council concurred with staff's opinion that Census Tract 34 had a higher threshold for business activity and opportunity for business investment.

Additional discussion took place regarding the Cities of Woodlake and Exeter not receiving a designation, and a suggestion that either the County transfer one of its five (5) designations or the City of Porterville transfer one of its four (4) designations to the City of Woodlake. The Council was in agreement that it was not in favor of giving up a designation.

Documentation: None

Disposition: No action required; direction given.

**ADJOURNMENT**

The Council adjourned at 5:57 p.m. to the meeting of March 20, 2018.

SEAL

\_\_\_\_\_  
Luisa Zavala, Deputy City Clerk

\_\_\_\_\_  
Brian E. Ward, Mayor Pro Tem



## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Purchase of Real Property APN 240-040-014

**SOURCE:** Community Development

**COMMENT:** Pursuant to City Council authorization on February 20, 2018, staff has negotiated the purchase of real property from Frederick L. Church, a Successor Trustee of the Maude E. Church 1990 Revocable Family Trust in the accepted amount of \$84,820. The property consists of .72 +/- acres of land generally located west of Westwood Street, north of Westfield Avenue and south of Castle Way adjacent to the Friant Kern Canal. The terms of the purchase are outlined in the Right of Way Agreement, which is provided herein, as is the draft resolution for Council.

Construction of a municipal water well related to the East Porterville Water Supply project is the purpose of the parcel acquisition. It should be noted that this property was acquired based on a fair market value appraisal and is subject to Water Resources Control Board fund reimbursement as outlined in an agreement between the City of Porterville and the State of California.

**RECOMMENDATION:** That the City Council adopt a resolution for the purchase of a portion of APN 240-040-014 and authorize the Mayor and City Manager to sign all necessary documents to complete the sale of the property.

**ATTACHMENTS:**

1. Right of Way Agreement 240-040-014 Well Site
2. Draft Resolution
3. Locator Map

**Appropriated/Funded:**

**Review By:**

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir

**PARCEL NO.: 240-040-014 (Tulare County)**  
**PROJECT: City of Porterville – Well Site Project**  
**OWNER: Church**

## **RIGHT OF WAY AGREEMENT**

THIS AGREEMENT is made and entered into by and between

Frederick L. Church, a successor trustee of the Maude E. Church 1990 Revocable Family Trust created on November 26, 1990,

hereinafter collectively called "Grantor," and

City of Porterville, a Municipal Corporation,

hereinafter called "City."

A Grant Deed ("Deed") covering the property rights particularly described therein ("Property") has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Deed and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement of a well site (hereinafter referred to as the "Project").

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **Eighty-Four Thousand Eight Hundred Twenty Dollars (\$84,820)**, as consideration in full for the real property interests being conveyed in the referenced Deed, for the loss, replacement and moving of any improvements, including the well and any piping, for the loss of rights to cross the canal with piping, and for entering into this Agreement. Said sum shall be paid upon the close of escrow, which shall occur when title to said real property interests has vested in City free and clear of all liens, encumbrances, assessments, easements and leases, recorded or unrecorded, except for recorded public utility easements and public rights of way.

B. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction and shall pay any cost of abandonment of the existing well and piping.

C. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bonds, demands, delinquent taxes due, together with penalties and interest thereon,

and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

D. INDEMNIFICATION - Indemnify, and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability caused by City or its officers, employees or agents specifically arising from City's Project construction and restoration work on Grantor's property.

E. RECORDATION OF INSTRUMENT - Accept the Deed herein referenced and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed to the City.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the acquisition areas described in the referenced Deed, or if there are any such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter upon the acquisition areas described in the referenced Deed ten days after full execution hereof and prior to the close of escrow for the purposes of preparation for and construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed. The rights granted herein include authorization to conduct pre-construction surveys and soil sampling and testing, as well as the right to commence Project construction. If at any time prior to the installation of City's well facility within the acquisition areas described in the referenced Deed, and prior to the close of escrow, City discovers any physical condition of the Property, including but not limited to evidence of contamination by hazardous materials, which City deems unacceptable, City may unilaterally terminate this Agreement and cancel the escrow, by giving written notice to Grantor and escrow holder, without any further obligations or liabilities related hereto other than to restore the property described in the Deed to a comparable condition as that which existed prior to City's entry.

D. GRANTOR'S KNOWLEDGE OF THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY - Hereby represents and warrants that to the best of Grantor's knowledge and belief there has been no spill, discharge, release, cleanup or contamination of or by any hazardous or toxic waste or substance used, generated, treated, stored, disposed of or handled by the Grantor, Grantor's employees, and/or agents on or around the Property. Further, Grantor agrees to disclose to City, prior to the close of escrow, all studies, reports, and investigations, known to Grantor, concerning any pollution, toxic building materials or toxic hazardous substances or wastes located at, on, or under the Property.

-

E. GRANTOR'S ASSIGNMENT OF CANAL CROSSING RIGHTS- Grantor hereby assigns to City any rights that Grantor may have to cross from the PROPERTY under or over the Friant-Kern Canal to the northern side of the canal.

F. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

4. The Parties agree:

A. ESCROW - To open an escrow in accordance with this Agreement at an escrow company of City's choice. This Agreement constitutes the joint escrow instructions of City and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

As soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with Escrow Agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of Escrow Agent. City and Grantor agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after the Deed is recorded.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

- a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's land subject to this transaction as required to convey clear title.
- b) Pay and charge City for any escrow fees, charges and costs payable under paragraph 2.B. of this Agreement.

- c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.
- d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$84,820 issued by First American Title Company, showing that title to the herein referenced property rights are vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
  - 1) Real Property Taxes for the fiscal year in which escrow closes;
  - 2) Public utility easements and public rights of way;
  - 3) Other items that may be approved by City in writing in advance of the close of escrow.
- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

**TIME IS OF THE ESSENCE AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If (except for deposit of money by City, which shall be made by City upon demand of escrow agent before close of escrow) this escrow is not in condition to close within 120 days of the date this Agreement is fully executed by the parties hereto, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or Property; but if none have complied no demand for return thereof shall be recognized until five (5) days after escrow agent shall have mailed copies of such demand to all other parties at their respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, escrow agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

B. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

C. SUCCESSORS AND ASSIGNS - This Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

D. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral.

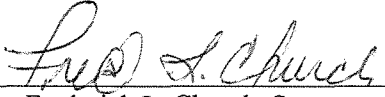
This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. CITY COUNCIL APPROVAL - This Agreement arises out of a settlement between the parties hereto and is subject to and conditioned upon approval and ratification by the City Council of the City of Porterville. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

**No Obligation Other Than Those Set Forth Herein Will Be Recognized.**

GRANTOR:

Frederick L. Church, a successor trustee of  
the Maude E. Church 1990 Revocable  
Family Trust created on November 26, 1990

By:   
Frederick L. Church, Successor  
Trustee

Date: FEB 23, 2018

MAILING ADDRESS OF GRANTOR:

Frederick L. Church, Trustee  
22375 Avenue 168  
Porterville, CA 93257

City of Porterville:

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

Name:

Title:

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

MAILING ADDRESS OF CITY:

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

RESOLUTION NO. \_\_\_\_-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY  
FROM FREDERICK L. CHURCH

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee from Frederick L. Church, successor trustee of the Maude E. Church 1990 Revocable Family Trust created on November 26, 1990, for real property, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of \$84,820 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
Milt Stowe, Mayor

ATTEST:  
John D. Lollis, City Clerk

By \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk



## EXHIBIT "A"

### PARCEL 1

That portion of the East half of the Northeast quarter of the Northeast quarter of Section 20, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

**COMMENCING** at the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 20;

**THENCE**, South  $0^{\circ} 07' 00''$  West, along the east line of said Section 20, 1,211.3 feet to the **POINT OF BEGINNING**;

**THENCE**, leaving said east line, North  $89^{\circ} 53' 00''$  West, 30.0 feet;

**THENCE**, North  $70^{\circ} 41' 00''$  West, 120.8 feet;

**THENCE**, South  $45^{\circ} 19' 00''$  West, 234.4 feet to a point in the south line of the Northeast quarter of the Northeast quarter of said Section 20;

**THENCE**, South  $89^{\circ} 50' 00''$  East, along said south line, 310.3 feet to the southeast corner of the Northeast quarter of the Northeast quarter of said Section 20;

**THENCE**, North  $0^{\circ} 07' 00''$  East, along the east line of said Section 20, 125.7 feet to the **POINT OF BEGINNING**.

**SUBJECT TO** existing rights of way in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines and canals, laterals, ditches, flumes, siphons and pipe lines on, over, and across the premises.

### PARCEL 2

A right of way for pipeline across the real property conveyed to the United States of America by deed dated February 3, 1948 recorded May 13, 1948 as Document No. 12868 and also the right to construct, reconstruct, repair, maintain and use in connection therewith the necessary structure or structures, across the canal of the United State, subject to the provision that said right of way shall be exercised in such manner as not to obstruct or endanger the flow of water in said canal or to interfere with the use of the facilities of the United States.

End of Description

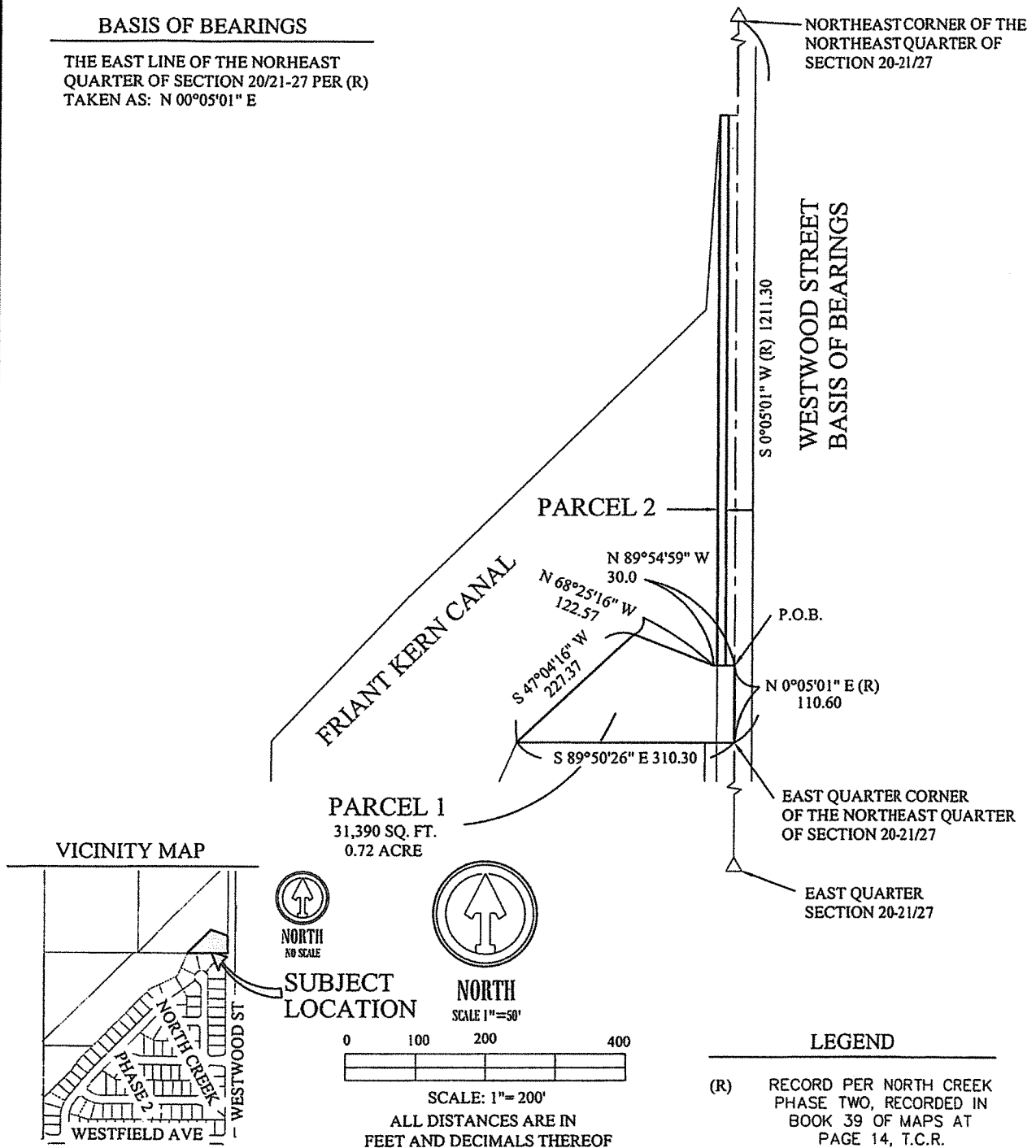


# PLAT MAP

EXHIBIT "B"

## BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST  
QUARTER OF SECTION 20/21-27 PER (R)  
TAKEN AS: N 00°05'01" E



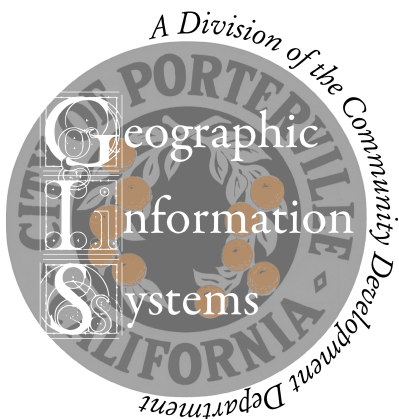
## CITY OF PORTERVILLE

### ENGINEERING DIVISION

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

That portion of the East Half of the  
Northeast Quarter of the Northeast  
Quarter of Section 20, Township 21  
South, Range 27 East, Mount Diablo  
Base and Meridian, in the County of  
Tulare, State of California

|            |                      |
|------------|----------------------|
| OWNER      | MAUDE E CHURCH TRUST |
| APN        | 240-040-014          |
| AREA       | 31,390 +/- S.F.      |
| ACRES      | 0.72 +/- AC.         |
| SCALE      | 1" = 200'            |
| DATE       | 2/4/2018             |
| DRAWN BY   | CAL                  |
| CHECKED BY | VS/MKR               |



APN  
240-040-014  
Project Locator Map  
1" = 200ft



## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Purchase of Real Property APN 240-310-001

**SOURCE:** Community Development

**COMMENT:** Pursuant to City Council authorization on February 20, 2018, staff has negotiated the purchase of real property from Frederick L. Church, a Successor Trustee of the Maude E. Church 1990 Revocable Family Trust in the accepted amount of \$115,180. The property consists of 4.43 +/- acres of land generally located west of Westwood Street, north of Westfield Avenue, south of Castle Way and west of the Friant Kern Canal. The terms of the purchase are outlined in the Right of Way Agreement, which is provided herein, as is the draft resolution for Council.

Construction of a groundwater recharging basin may become the eventual use of this property. The property is west of and adjacent to the Friant-Kern Canal. In keeping in tune with the Sustainable Groundwater Management Act (SGMA) and policy discussions of the Eastern Tule Groundwater Sustainable Agency (ETGSA), staff plans are to construct a surface water conveyance system between the Friant-Kern Canal and this property to assist in the replenishment of the groundwater supply in our area.

The funding source for said purchase is the Water Replacement Fund as outlined in the 2017-2018 annual budget.

**RECOMMENDATION:** That the City Council adopt a resolution for the purchase of a portion of APN 240-310-001 and authorize the Mayor and City Manager to sign all necessary documents to complete the sale of the property.

**ATTACHMENTS:**

1. Right of Way Agreement - 240-310-001 Basin
2. Draft Resolution
3. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir

**PARCEL NO.: 240-310-001 (Tulare County)**  
**PROJECT: City of Porterville – Recharge Basin Project**  
**OWNER: Church**

## **RIGHT OF WAY AGREEMENT**

THIS AGREEMENT is made and entered into by and between

Frederick L. Church, successor trustee of the Maude E. Church 1990 Revocable Family Trust created on November 26, 1990,

hereinafter collectively called “Grantor,” and

City of Porterville, a Municipal Corporation,

hereinafter called "City."

A Grant Deed (“Deed”) covering the property rights particularly described therein, has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Deed and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement of a recharge basin (hereinafter referred to as the “Project”).

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **One Hundred Fifteen Thousand, One Hundred Eighty Dollars (\$115,180)**, as consideration in full for the real property interests being conveyed in the referenced Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid upon the close of escrow, which shall occur when title to said real property interests has vested in City free and clear of all liens, encumbrances, assessments, easements and leases, recorded or unrecorded, except for recorded public utility easements and public rights of way.

B. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction.

C. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bonds, demands, delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.



D. INDEMNIFICATION - Indemnify, and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability caused by City or its officers, employees or agents specifically arising from City's Project construction and restoration work on Grantor's property.

E. RECORDATION OF INSTRUMENT - Accept the Deed herein referenced and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed to the City.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the acquisition areas described in the referenced Deed, or if there are any such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter upon the acquisition areas described in the referenced Deed ten days after full execution hereof and prior to the close of escrow for the purposes of preparation for and construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed. The rights granted herein include authorization to conduct pre-construction surveys and soil sampling and testing, as well as the right to commence Project construction. If at any time prior to the installation of City's water ponding basin or related facilities within the acquisition areas described in the referenced Deed, and prior to the close of escrow, City discovers any physical condition of the Property, including but not limited to evidence of contamination by hazardous materials, which City deems unacceptable, City may unilaterally terminate this Agreement and cancel the escrow, by giving written notice to Grantor and escrow holder, without any further obligations or liabilities related hereto other than to restore the property described in the Deed to a comparable condition as that which existed prior to City's entry.

D. GRANTOR'S KNOWLEDGE OF THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY - Hereby represents and warrants that to the best of Grantor's knowledge and belief, there has been no spill, discharge, release, cleanup or contamination of or by any hazardous or toxic waste or substance used, generated, treated, stored, disposed of or handled by the Grantor, Grantor's employees, and/or agents on or around the Property. Further, Grantor agrees to disclose to City, prior to the close of escrow, all studies, reports, and investigations, known to Grantor, concerning any pollution, toxic building materials or toxic hazardous substances or wastes located at, on, or under the Property.

E. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

4. The Parties agree:

A. ESCROW - To open an escrow in accordance with this Agreement at an escrow company of City's choice. This Agreement constitutes the joint escrow instructions of City and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

As soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with Escrow Agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of Escrow Agent. City and Grantor agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after the Deed is recorded.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

- a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's Land subject to this transaction as required to convey clear title.
- b) Pay and charge City for any escrow fees, charges and costs payable under paragraph 2.B. of this Agreement.
- c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.
- d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$115,180 issued by First American Title Company, showing that title to the herein referenced



property rights are vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

- 1) Real Property Taxes for the fiscal year in which escrow closes;
- 2) Public utility easements and public rights of way;
- 3) Other items that may be approved by City in writing in advance of the close of escrow.

- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

**TIME IS OF THE ESSENCE AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If (except for deposit of money by City, which shall be made by City upon demand of escrow agent before close of escrow) this escrow is not in condition to close within 120 days of the date this Agreement is fully executed by the parties hereto, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or Property; but if none have complied no demand for return thereof shall be recognized until five (5) days after escrow agent shall have mailed copies of such demand to all other parties at their respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, escrow agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

B. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

C. SUCCESSORS AND ASSIGNS - This Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

D. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

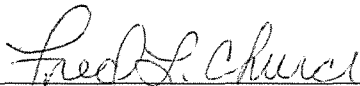
F. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval and ratification by the City Council of the City of Porterville. This Agreement is not

binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

**No Obligation Other Than Those Set Forth Herein Will Be Recognized.**

**GRANTOR:**

Frederick L. Church, successor trustee of  
the Maude E. Church 1990 Revocable  
Family Trust created on November 26, 1990

By:   
Frederick L. Church, Successor  
Trustee

Date: FEB 23, 2018

**MAILING ADDRESS OF GRANTOR:**

Frederick L. Church, Trustee  
22375 Avenue 168  
Porterville, CA 93257

**City of Porterville:**

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

Name:

Title:

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

**MAILING ADDRESS OF CITY:**

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

RESOLUTION NO. \_\_\_\_-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY  
FROM FREDERICK L. CHURCH. TRUSTEE

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee from Frederick L. Church, successor trustee of the Maude E. Church 1990 Revocable Family Trust created on November 26, 1990, for real property, in the County of Tulare, State of California, to-wit:

See Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of \$115,180 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
Milt Stowe, Mayor

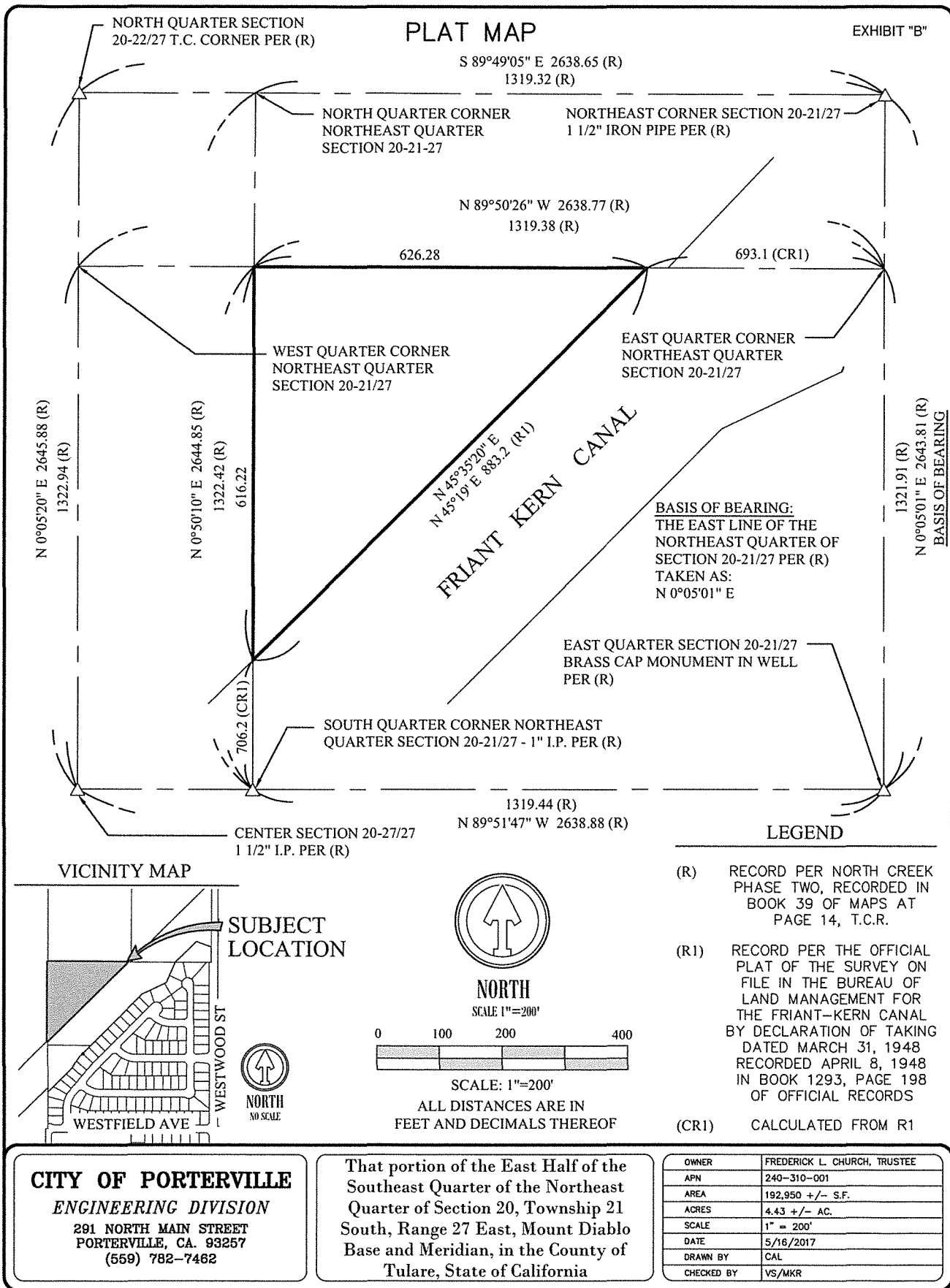
ATTEST:  
John D. Lollis, City Clerk

By \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk

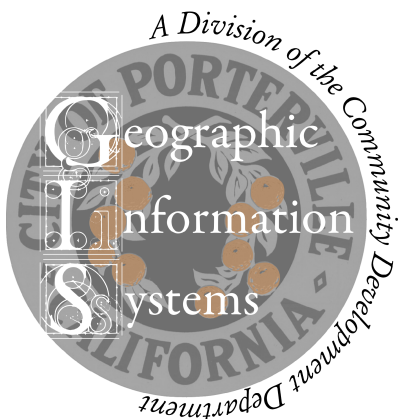
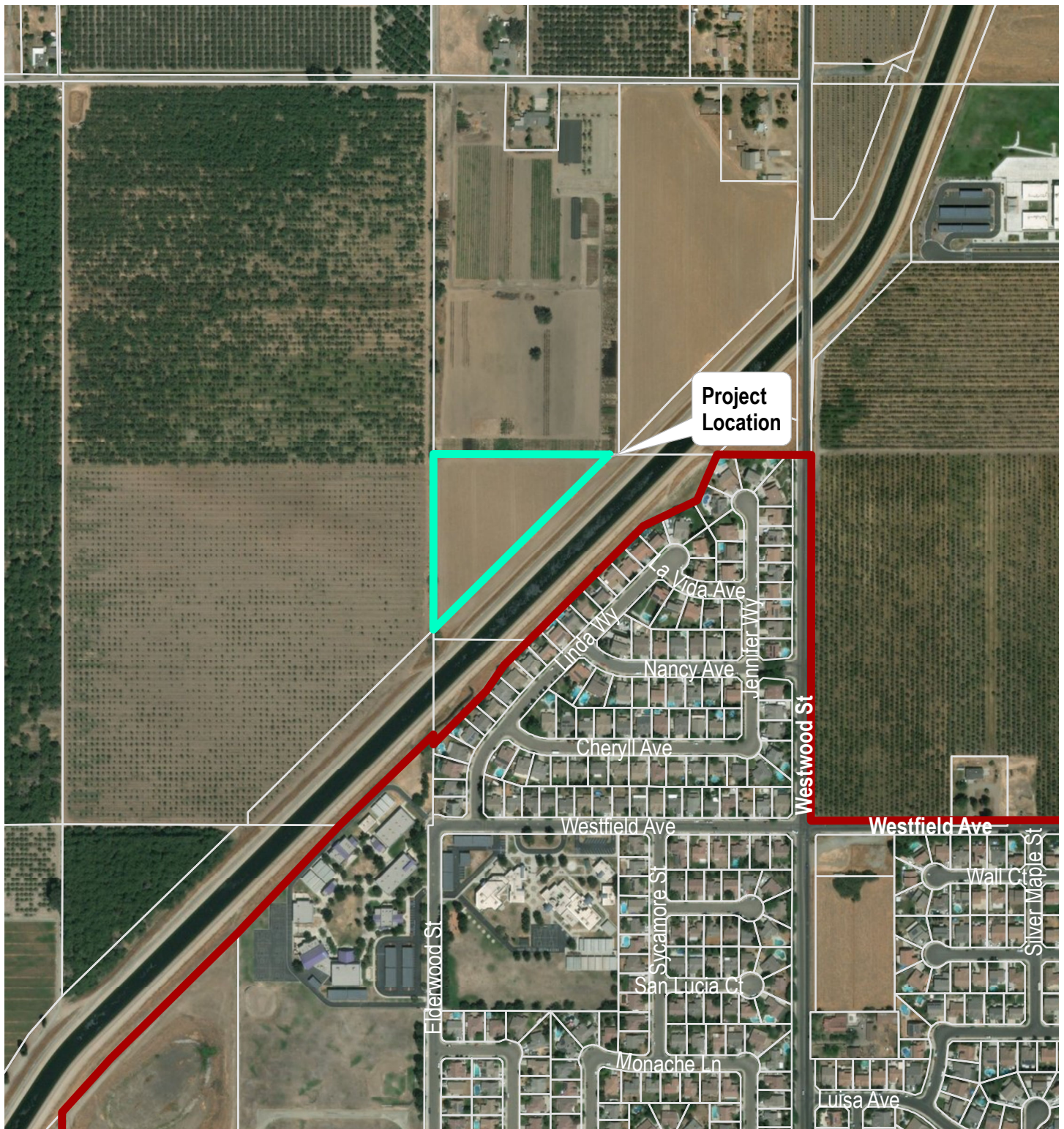
## **EXHIBIT "A"**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 27 EAST, M.D.B. & M., IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AT THE DATE OF THE ISSUANCE OF THE PATENT THEREOF, LYING NORTH AND WEST OF THE NORTHWESTERLY LINE OF THE STRIP OF LAND TAKEN BY THE UNITED STATES OF AMERICA FOR THE FRIANT-KERN CANAL BY DECLARATION OF TAKING DATED MARCH 31, 1948 IN BOOK 1293, PAGE 198 OF OFFICIAL RECORDS.

**End of Description**







APN  
240-310-001  
Project Locator Map  
1" = 500ft



## CITY COUNCIL AGENDA – MARCH 20, 2018

SUBJECT: Authorization for Emergency Wastewater Treatment Facility Engine Replacement

SOURCE: Public Works

COMMENT: Vehicle #6865 is a wastewater treatment facility front-end loader which had damage to the engine block which is non-repairable. This vehicle is powered by a John Deere engine and must be replaced by a certified John Deere service center.

Staff is requesting authorization to utilize Pape Machinery, which is the nearest John Deere engine service center, to perform the required engine replacement for a not to exceed amount of \$23,451.19 which includes parts, labor, taxes, and a ten percent contingency, to be funded by the Wastewater Replacement Fund.

RECOMMENDATION: That the City Council:

1. Authorize the wastewater treatment facility loader engine replacement by Pape Machinery at a not to exceed amount of \$23,451.19;
2. Authorize the Finance Director to issue a purchase order to Pape Machinery; and
3. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. John Deere Engine Replacement Estimate

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver:

## Product Support Estimate

|             |                      |                 |               |
|-------------|----------------------|-----------------|---------------|
| Customer:   | City Of Porterville  | Estimate Number | 1353663       |
| Address:    | 555 N Prospect Ave   | Date:           | 3/9/2018      |
| City/State: | Porterville Ca 93257 | Salesman:       | Larry Neyman  |
| Location:   | Papé Machinery - 0   | Expire Date:    | 4/9/2018      |
| Contact:    | Russell / Rafael -   | Phone #:        | (559)351-3058 |
| Make:       | JD                   | Model:          | 624J          |
|             |                      | Ser #:          | DW624JZ617050 |
|             |                      | Equip. #        | 0             |

### THANK YOU FOR YOUR BUSINESS

| Item # | Description                                                                                                                   | Parts        | Labor       | Total        |
|--------|-------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------------|
| 1      | Labor to Diagnose for Engine Knock. Pulled engine<br>Pulled oil pan found spun bearing and broken<br>crankshaft. Need engine. | \$ -         | \$ 1,208.03 | \$ 1,208.03  |
| 2      | Parts and Labor to install Reman Engine Complete<br>Parts Include: Engine , oil, Filters and Coolant                          | \$ 16,194.44 | \$ 2,142.00 | \$ 18,336.44 |
| 3      | Estimate Does Not Include Tax , Freight or hauling<br>to and from Papé shop.                                                  | \$ -         | \$ -        | \$ -         |
| 4      |                                                                                                                               | \$ -         | \$ -        | \$ -         |
|        | Misc cleaners sealers and shop supplies                                                                                       | \$ 150.00    |             | \$ 150.00    |
|        |                                                                                                                               | \$ -         |             | \$ -         |
| TOTAL  |                                                                                                                               |              |             | \$ 19,694.47 |

Engine Comes with One Year Parts and Labor Warranty

**NOTE:** THIS ESTIMATE ASSUMES ALL CORES MEET CORE ACCEPTANCE. DOES NOT INCLUDE ANY OTHER MACHINING OR FABRICATION NOT SPECIFICALLY LISTED ABOVE. THE CUSTOMER WILL BE CONTACTED FOR APPROVAL ON ANY EXTRA WORK. ALL REUSED PARTS MUST MEET REUSABILITY GUIDELINES FOR REUSE. NO FREIGHT, TAX OR SERVICE CHARGES ARE INCLUDED IN THIS ESTIMATE. ALL PARTS WILL BE ORDERED STOCK ORDER TERMS.

Customer Approval

Date Approved:

P.O. (If required)





## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Award Anaerobic Digester Cleaning

**SOURCE:** Public Works

**COMMENT:** On October 21, 2014, the City of Porterville awarded PARC Environmental a five (5) year contract for the cleaning of the wastewater treatment facility (WWTF) anaerobic digesters. The anaerobic digesters are cleaned periodically to inspect the tanks and equipment for corrosion damage. Cleaning the digesters also removes the inert material at the bottom of the digesters that cannot be stabilized. This inert material reduces capacity in the digesters and must be removed to optimize digester performance.

On December 14, 2017, the City of Porterville informed PARC Environmental by certified letter that staff at the WWTF had made multiple attempts over several months to coordinate the cleaning of digester #2 by phone and emails that were not returned. The letter informed PARC Environmental that if the City did not hear back before December 29, 2017, it would proceed with attempts to secure services for the cleaning of Digester #2. PARC Environmental remained non-responsive during the soliciting of services, therefore the City contacted three additional contractors, listed below with bid totals.

The WWTF contacted three (3) digester cleaning companies for quotes to clean digester #2. The quotes are as follows:

Wastewater Solids Management Company \$14,290.00  
Travioli Construction Incorporated \$19,750.00  
Synagro \$40,280.00

Wastewater Solids Management Company has been identified as the lowest bidder, therefore securing the bid for the cleaning of digester #2. The expenditure for the repair, in the amount not to exceed \$15,719.00, which includes prevailing wage labor, and a ten percent contingency, to be funded from the 2017/2018 Wastewater Capital Improvement Projects budget.

**RECOMMENDATION:** That City Council:

1. Award the cleaning of digester #2 to Wastewater Solids Management Company for a not to exceed amount of \$15,719.00, which includes taxes and ten percent contingency;
2. Direct the Finance Director to initiate a Purchase Order to

Wastewater Solids Management Company in an amount not to exceed \$15,719.00; and  
3. Direct the Finance Director to make payment to Wastewater Solids Management Company upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. WSM Quote
2. TCI Quote
3. Synagro Quote

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

City of Porterville  
Request for Proposal  
City of Porterville – Digester Rehabilitation

① ESTIMATION DATE: FEBRUARY 28, 2018

① Mobilization/Demobilization: \$ 1,330.00  
Digester Cleaning & Onsite Removal: \$ 12,960.00  
Project Total: \$ 14,290.00

① Description:

① Wastewater Solids Management Co., Inc. will remove all sludge, grit, sand, rags, plastics, grease and other miscellaneous debris from the digester structure. Prior to turning over the primary digester for cleaning operations, City of Porterville personnel will drain the digester below the side hatch entryway. There will be approximately 90,000 gallons of material remaining in place (9.5'). The sludge material will be transferred to onsite sludge storage beds, located  $\leq 100'$  from the digester structure. WWSMC will hydro-wash the interior of the digester at the City of Porterville Wastewater Treatment Plant utilizing high volume water (300 gpm, 80 psi). Hydro-washing services will remove sludge and other material from the interior surfaces of the digester structure, however, some closely adhered materials may remain upon completion. (Struvite, vivianite, etc.). Wastewater Solids Management Co., Inc. will provide these services with the following provisions:

- ① Digester Dimensions: D: 40'; SWD: 29'; Solids Depth: 9.5'
- ① Maximum volume: 90,000 gallons (estimated)
- ①  $\leq 8\%$  solids concentration
- ① Coned bottom surface
- ① Minimum top access: 30"; Minimum side access: 30"
- ①  $\leq 100$  ft. to sludge beds & staging area
- ① Prevailing wage determinations included

This will include all labor and materials except as listed below.

- ① City of Porterville will provide the following:
- ① 100 amps; 480 V; 3-phase power available
  - ① Water available: 300 gpm, 80 psi (1 1/2" connection or other)
  - ① Remove & replace access hatch covers
  - ① Sufficient storage space for sludge solids
  - ① Sufficient staging area for WWSM, Inc. Equipment
  - ① Equipment for the unloading and placement of WWSM, Inc. equipment (backhoe or other).

City of Porterville  
291 N Main Street  
Porterville Cal 93257

2-12-18

Robert Alvarez  
Field Services Waste water Division

Per your request I have prepared the following Scope of work

Pump out Digester to sludge pond located approximately 100 feet away from manway.

Hose inside of Digester with fire hose to clean walls for inspection.

19,750

Clarifications

Prevailing wages apply  
Confined space protocol to be included in project

Robert it is critical that when you drain the Digester that we can access from the ground level as the pump I plan on using for this projects can lift material 25' I cannot pump the material over the access on the top of the floating dome using this method. I plan to put exhaust fans on the top of the floating dome and remove the ground level access covers to create a draft of fresh air in the bottom of the unit and out the top.

If the draft is not sufficient to create Breathable air I have forced fresh air that can be used.

If you have any questions please don't hesitate to give me a call, Thanks for allowing me to quote your project

Travioli Construction Inc,  
Lee C Travioli Construction  
[ltravioli@me.com](mailto:ltravioli@me.com)  
559-804-5068

March 08, 2018

Mr. Robert Alvarez  
Wastewater Utilities Superintendent  
291 N Main St  
Porterville, CA 93257

**Proposal to clean remaining contents of anaerobic digester at City of Porterville  
Wastewater Treatment Plant**

Dear Mr. Alvarez:

Synagro WWT, Inc. (Synagro) is pleased to provide the following proposal to clean the remainder of the contents in one anaerobic digester at the City of Porterville (City) Wastewater Treatment Plant (Plant). This proposal is based on the following work plan assumptions:

1. The digester contents will not exceed 90,000 gallons in place.
2. The material will be transferred to the plant's drying beds via pipeline installed by Synagro WWT, Inc.
3. Work will be performed in late March or early April 2018.
4. Synagro will work under the City Wastewater Treatment Plant confined space monitoring program. The tank attendant will be provided by Synagro.
5. The project pricing included herein is based on the payment of not less than the general prevailing rate of wages as required by the city and in accordance with the requirements of the California Department of Labor.
6. The City will provide Synagro with the project's DIR registration # to allow for the uploading of certified payroll, if required by the City.

The price to perform the above scope of work is \$40,280.00.

Mr. Robert Alvarez  
March 08, 2018  
Page 2

This proposal is nonbinding until such time that Synagro and the City enter into a mutually acceptable agreement. A copy of Synagro's standard terms and conditions are attached. If you have any questions or require further information, please call me at 951.234.4851.

Respectfully Submitted,

*Tim Yanavage*

Tim Yanavage  
Area Sales Manager





## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Murry Park Pool Concession License Renewal

**SOURCE:** Parks and Leisure Services

**COMMENT:** The concession license for the Murry Park City Pool concession building, located at 97 N. Park Dr., is up for renewal. SM Transit operated the concession building last summer on a one-year license agreement with the City of Porterville. Prior to SM Transit, a private individual held a five-year license agreement to operate this particular concession building.

The concession license is for services to the public, in general the sale of soft drinks, ice cream, hot dogs, pre-packaged and outdoor grilled food, and general confectionary articles and products. The Licensee shall not sell or serve any type of alcoholic beverage on the premises. The proposed agreement requires the Licensee to comply with all Federal, State and local laws, rules and regulations.

The proposed term of the license is three years, with the Licensee being required to pay the City \$225 for each month in which the concession building is utilized for concession activities in 2018. The monthly fee is further proposed to increase \$25 per month for each additional year of the license.

Due to the facility being open seven days a week, none of the youth sport organizations contacted were interested in this particular concession license. Staff was very pleased with the performance of SM Transit in 2017, and both staff and the Parks & Leisure Services Commission recommend the concession license renewal with SM Transit.

**RECOMMENDATION:** That the City Council approve the renewal of the Murry Park Concession License with SM Transit for a three-year term.

**ATTACHMENTS:** 1. Proposed Agreement\_SM Transit

**Appropriated/Funded:**

**Review By:**

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, Administrative Services Dir



## **CITY OF PORTERVILLE POOL CONCESSION LICENSE**

**The City of Porterville**, hereinafter referred to as “CITY” hereby grants to SM TRANSIT, hereinafter referred to as “LICENSEE,” a license for services to the public in general, of the sale of soft drinks, ice cream, hot dogs, pre-packaged and outdoor grilled food, and general confectionary articles and products at the Murry Park Pool Concession building located at 97 N. Park Drive, Porterville, California. For the purposes of this License, “LICENSEE” shall mean SM TRANSIT and/or any of its employees, volunteers, agents or other representatives.

1. Term of this license shall be three years.
2. This License Agreement replaces and supersedes any and all prior License Agreements.
3. The LICENSEE’S appointment is conditional upon it passing a drug/alcohol test, fingerprint clearance, and/or reference check. This applies to all employees, volunteers, agent or other representatives working at CITY facilities. LICENSEE’S signatory to this License will be the primary contact concerning this License and is responsible for custody and control of any and all keys or other security devices or code provided by CITY to LICENSEE for the facilities.
4. The LICENSEE shall, at all times during the term of said License, keep and maintain concession buildings open for the convenience of patrons at Murry Park during the hours in which said Park is being utilized for recreational and family swimming or at any other time the CITY deems the operation of the concession necessary for special activities. Failure to operate the concession facilities during the specified periods is a breach of this Agreement and shall constitute grounds for termination of this Agreement.
5. Each employee, volunteer, agent or other representative should: a) be clean, neat, and well-groomed; b) be professional, courteous, and friendly to the public; and c) adhere to the CITY personnel policy regarding dress code.
6. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
7. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
8. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and facility. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.

9. In the event the LICENSEE shall coordinate the placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are disengaged from CITY-provided utilities promptly at the conclusion of the term of this license. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.

10. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate. The apparent commission of a crime by LICENSEE or any of LICENSEE'S employees, contractors, agents, or volunteers during the term of this Agreement is grounds for immediate termination of this Agreement by the CITY.

11. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY, and said consent can be withheld for any reason.

12. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.

13. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or the parties engaging in joint ventures.

14. The LICENSEE shall maintain compliance with all Federal, State and local laws, rules and regulations.

15. The LICENSEE shall pay to the City of Porterville by the 5<sup>th</sup> day of each month a fee of \$225 for each month in which the concession building is utilized for concession activities in 2018, and the fee shall increase \$25 per month for each additional year of the License.

16. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on, or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE'S expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, name the CITY, its officers, agents and employees as an additional insured on LICENSEE'S policy.

17. The LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE'S concessionary interest to the extent as provided by law.

18. The LICENSEE shall maintain a City of Porterville Non-profit Business License during the term of this Concession License.

19. The LICENSEE shall maintain and keep adequate records of its sales from the licensed premises and agrees to permit the City to examine said records on demand. In addition, LICENSEE, shall submit a completed Monthly Concession Report Form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.

21. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

22. Notwithstanding any provision of this agreement to the contrary this agreement may be terminated by either party, with or without cause, by giving the other party thirty days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.

23. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

24. The parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

25. During the entire term of this License, LICENSEE shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and

operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.

IN WITNESS WHEREOF the parties have executed this License Agreement at Porterville, California this 20<sup>th</sup> day of March, 2018.

CITY OF PORTERVILLE

LICENSEE

By: \_\_\_\_\_  
Brian Ward, Mayor Pro Tem

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

ATTEST:  
John D. Lollis, City Clerk

\_\_\_\_\_  
BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Julia M. Lew, City Attorney



## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Travel to Washington D.C. for Tulare County Association of Governments (TCAG) "One Voice Trip" - April 9-12, 2018

**SOURCE:** City Manager's Office

**COMMENT:** Representatives of the Tulare County Association of Governments (TCAG) are making preparations for travel as part of its annual "One Voice Trip" to Washington D.C., scheduled for Monday, April 9 through Thursday, April 12. As the City's designated TCAG representative, Council Member Flores is planning to join the delegation, with TCAG providing for hotel accommodations on Monday through Wednesday night, as well as an airfare reimbursement of \$889. The City would be responsible for providing meal per diems and any parking/subway/taxi reimbursements for the travel dates at a total estimated cost of \$425, which would be charged to her Council Member expense budget.

Although TCAG will not compensate the City for the travel expenses, it has been requested that the City Manager also travel with Council Member Flores in support of the delegation, at an estimated cost of \$2,505 to the City.

**RECOMMENDATION:** That the City Council authorize the travel of Council Member Flores and the City Manager to Washington D.C. as part of the TCAG "One Voice Trip"; and authorize the expenditure of City monies in support of the trip.

**ATTACHMENTS:**

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Approval for Community Civic Event - Greater Porterville Council of Senior Citizens and Rollin Relics Car Club - Rollin Relics Car Show - May 12, 2018

**SOURCE:** Finance

**COMMENT:** The Greater Porterville Council of Senior Citizens and the Rollin' Relics Car Club are requesting approval to hold a car show on Saturday, May 12, 2018, from 9:00 a.m. to 3:00 p.m., at Veterans Park. The Rollin' Relics Car Club is asking for the ability to park cars and set up vendor booths on the grassy area along Newcomb Street and Henderson Avenue within the park.

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

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

**ATTACHMENTS:**

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

**Appropriated/Funded:**

**Review By:**

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

email

CM to Don

## CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? Yes E-mail address? \_\_\_\_\_ Website? \_\_\_\_\_  
Application date: 3/7/18 March 3, 2018 Event date: May 12, 2018  
Event time: 9:00 - 3:00pm  
Name of Event: Rollin Relics Car Show

Sponsoring organization: GREATER Public Council of Senior Citizens  
And Rollin Relics Car Club Phone # 781-2412  
Address: 555 Brandy Way  
Authorized representative: Don Bader DBBader49@gmail.com Phone # 310-0861  
Address: Same as above  
Event chairperson: Danny Hall Phone # 359-6099

Location of event Veterans Park - Porterville  
(Location map must be attached)

Type of event: Car Show

Non-profit organization status: SEE ATTACHED BL# 005040 (pending)  
BL# 00005

(IRS Determination)

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

Barricades (quantity): N/A Street sweeping Yes        No ✓Police protection Yes        No ✓ Refuse pickup Yes        No ✓

Other: \_\_\_\_\_

Parks facility application required: Yes ✓ No        Attached ✓ pd.Assembly permit required: Yes        No ✓ Attached       

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

Appr. Deny

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

# CITY OF PORTERVILLE

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

### ***What constitutes a Community Civic Event?***

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

**All City Code requirements** are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at [www.ci.porterville.ca.us/govt/CityClerk/](http://www.ci.porterville.ca.us/govt/CityClerk/), Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

**Liability insurance:** The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

 Authorized Representative Initial

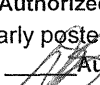
**Alcohol liability insurance:** Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville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

 Authorized Representative Initials

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

 Authorized Representative Initials

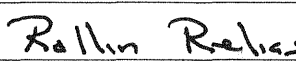
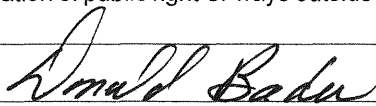
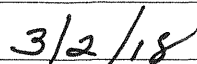
**First aid station:** Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

 Authorized Representative Initials

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

 Authorized Representative Initials

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

|                                                                                     |                                                                                      |                                                                                       |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|  |  |  |
| (Name of Organization)                                                              | (Signature)                                                                          | (Date)                                                                                |



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

Location: Veterans Park Event date: 5/12/18 Event time: 9-3pm

[illegible]

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

Sponsoring organization: GREATER Peoria Council of Seniors Citizens & Rollin Rolies Car Club

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

4 of 4

Requirements for Community Civic Event  
Greater Porterville Council of Senior Citizens and  
Rollin' Relics Car Club  
Rollin' Relics Car Show  
May 12, 2018

Finance Director:  
*M. Bemis*

City Engineer:  
*J. Sanchez*

Community Development Manager:  
*J. Phillips*

Field Services Manager:                      No comment.  
*M. Knight*

Battalion Chief of Operations:  
*R. Land*

Parks and Leisure Services Director:      Any vehicle not in the show shall not park  
*D. Moore*                                              on the grass during the event.

Police Captain:                                      Please see conditions and requirements  
*R. Standridge*                                      in Exhibit B.

Administrative Services Director:              Please see Exhibit A, page 2.  
*P. Hildreth*

## Requirements for Community Civic Event

Sponsor: Greater Porterville Council of Senior Citizens and  
Rollin' Relics Car Club  
Event: Rollin' Relics Car Show  
Event Chairman: Don Bader  
Location: Veterans' Park  
Date of Event: May 12, 2018

### RISK MANAGEMENT: Conditions of Approval

That the Rollin' Relics Car Club provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an 'admitted' insurer in the State of California.

## CITY OF PORTERVILLE

### APPLICATION FOR COMMUNITY CIVIC EVENT

**Proposed Event:**

Rolling Relics Car Show, 2018

**Staff Comments:** Conditions/Requirements by Police Department

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

Rich Standridge/ Lieutenant  
Porterville Police Department

CITY OF PORTERVILLE  
OUTSIDE AMPLIFIER PERMIT  
(City Ordinances #18-9 & 18-14)



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

- 1 Name and home address of the applicant: Don Bader  
555 Brandy Way, Porterville Ca 93257
- 2 Address where amplification equipment is to be used: Veterans Park - Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Same as above
- 4 Type of event for which amplification equipment will be used: Car Shows
- 5 Dates and hours of operation of amplification equipment: May 12, 2018 9-3pm
- 6 A general description of the sound amplifying equipment to be used: Mike + Speakers

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

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

Don Bader  
Signature of Applicant

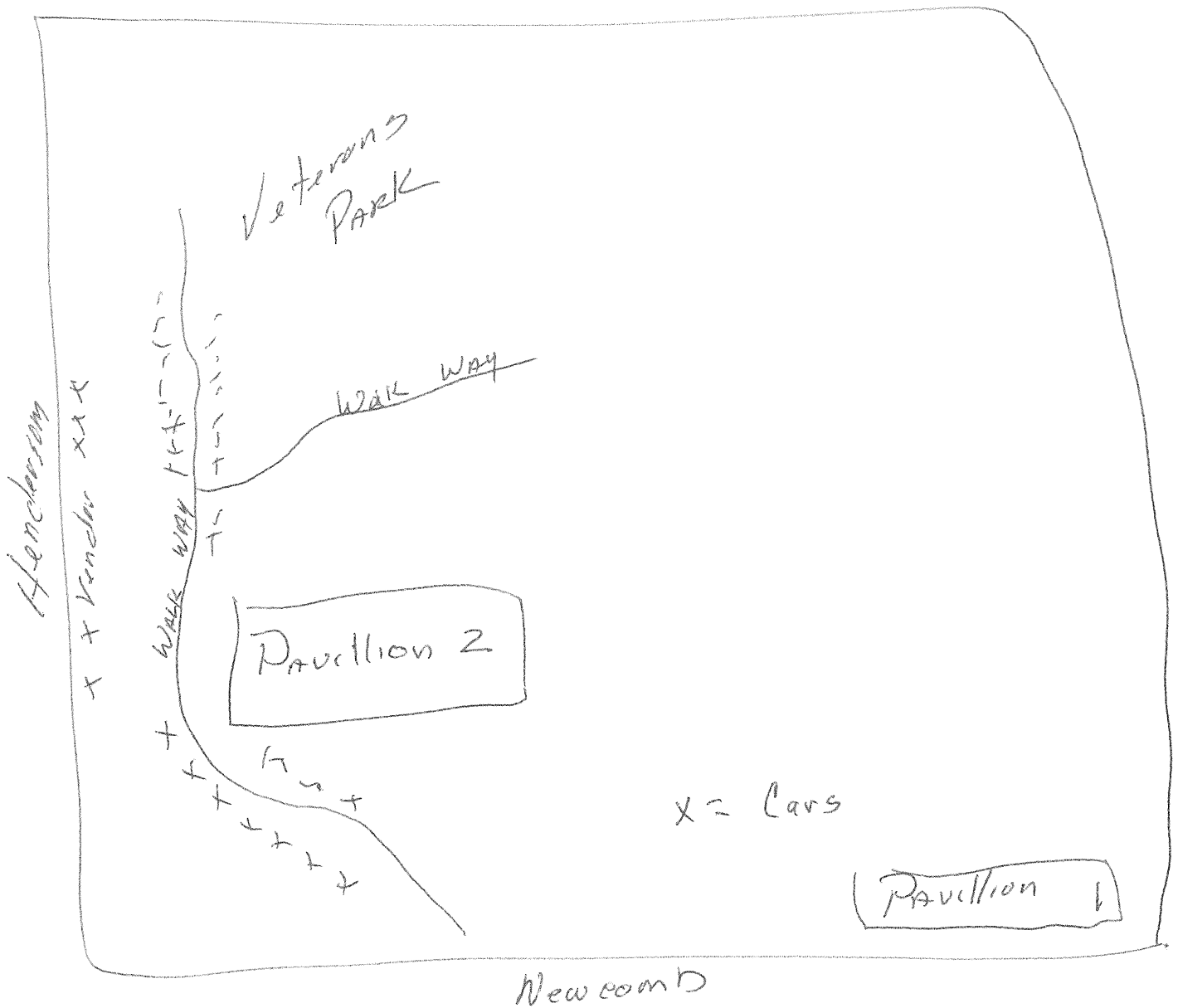
3/2/18  
Date

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

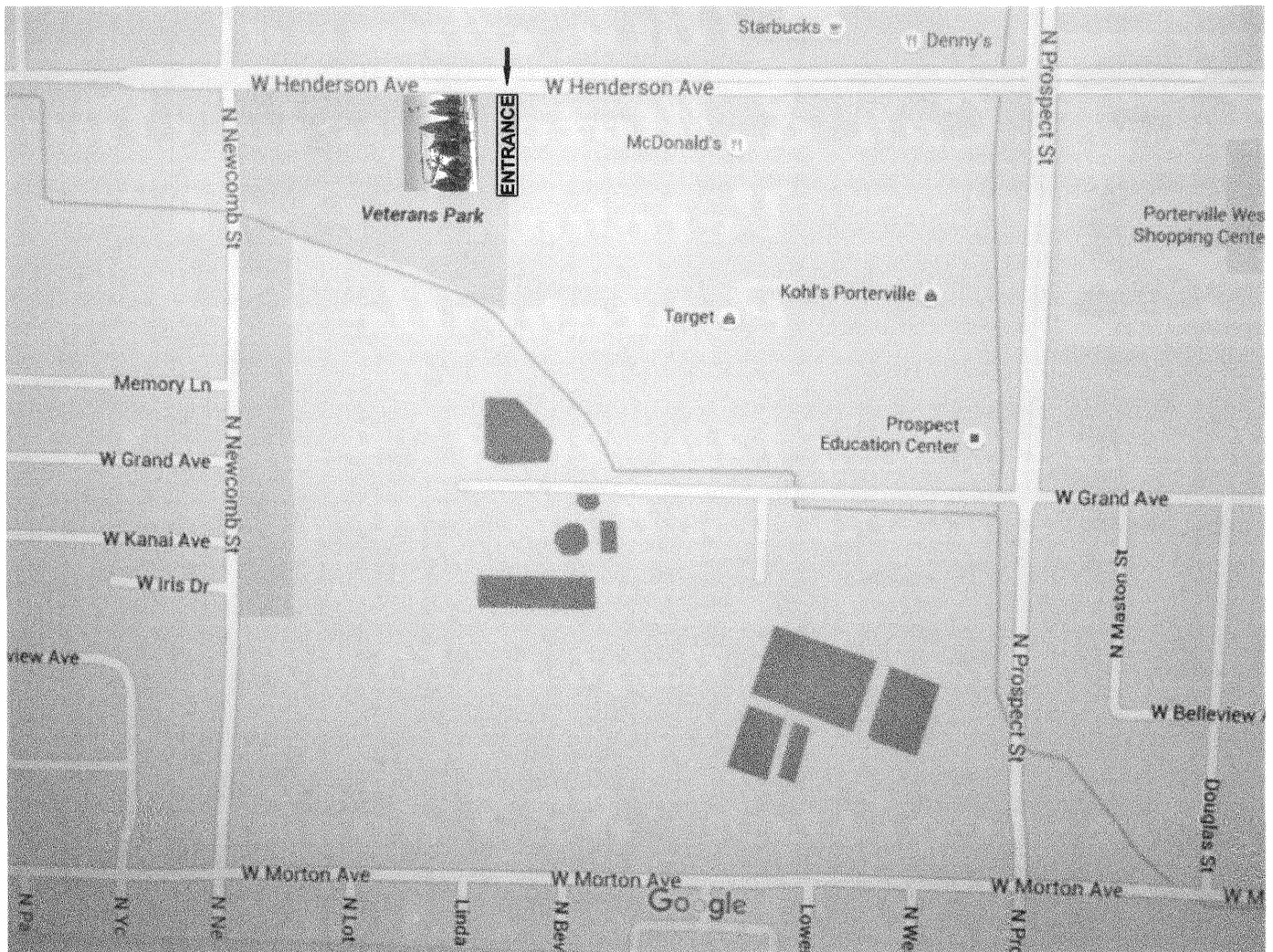
[Signature]  
City of Porterville, Chief of Police/Designee

3-9-18  
Date

# Rollin Relics Car Show 5/12/2018



Flyer on Back Side



Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Vehicle Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Motorcycle \_\_\_\_\_ Stock \_\_\_\_\_ Custom \_\_\_\_\_

Club Affiliation \_\_\_\_\_

Shirt Size S \_\_\_\_\_ M \_\_\_\_\_ L \_\_\_\_\_ XL \_\_\_\_\_ 2XL \_\_\_\_\_ 3XL \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

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

Liability: In consideration of the acceptance of the right to participate and by execution of this entry form, entrants & participants release and discharge the sponsors of any and all damages, injuries & or loss.

For information, please call Danny Hull: (559) 359-6099 or Dan Boydston (559) 789-2260





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2018

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

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

|                                                                                                              |                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Hagerty Insurance Agency LLC<br>141 River's Edge Drive<br><br>Traverse City MI 49684-3265 | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext): (800) 922-4050<br><b>FAX</b><br>(A/C, No):<br><b>E-MAIL</b><br><b>ADDRESS:</b>                                                      |
| <b>INSURED</b><br>Rollin' Relics Car Club<br><br>555 Brandy Way<br><br>Porterville CA 93257                  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Markel Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| (559) 781-2612                                                                                               | <b>NAIC #</b><br>38970                                                                                                                                                                      |

**COVERAGES****CERTIFICATE NUMBER:** Cert ID 3010**REVISION NUMBER:**

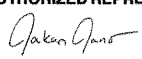
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CVG1867-01    | 03/13/2018              | 03/13/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                             |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                           |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                            |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                        |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       |           |          |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                            |
|          |                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | \$<br>\$                                                                                                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Rollin' Relics Car Club Car Show to be held at Veterans Park on 5/12/2018.

**CERTIFICATE HOLDER****CANCELLATION**

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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

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



## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Approval for Community Civic Event - Porterville Unified School District - Monache High School Ag/FFA - Farmer's Day and 5K Run - March 31, 2018

**SOURCE:** Finance

**COMMENT:** The Porterville Unified School District and Monache High School Ag/FFA Department are requesting approval to hold a 5K run at and around Monache High School on Saturday, March 31, 2018, from 7:00 a.m. to 2:00 p.m. The 5K run will start inside the school parking lot along Henderson Avenue and Newcomb Street, head north on Newcomb Street, east on Mulberry Avenue and then continue and finish on the Monache High School campus. Along with the 5K run, the Monache High School Ag/FFA Department is holding a farmer's market on the school campus on the same day.

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

**RECOMMENDATION:** That the City Council approve the Community Civic Event Application and Agreement from the Porterville Unified School District, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

**ATTACHMENTS:**

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

Appropriated/Funded:

Review By:

Department Director:  
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

# CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?  
Application date: 2-9-18 Event date: March 31, 2018  
2/15/18 Event time: 7am 2 pm  
Name of Event: Farmer's Day and 5K

Sponsoring organization: Monache Ag/FFA Phone # 559 623 4430  
Address: 960 N. Newcomb - Porterville Ca 93257  
Authorized representative: Carmel Spaulding Phone # 559-35914137  
Address: 960 N. Newcomb Porterville Ca  
Event chairperson: James Corbett Phone # 559 623 4430

Location of event Monache High School  
(Location map must be attached)

Type of event: Farmer's Market and 5K Run

Non-profit organization status: non-profit PUSD BL# 00359  
(IRS Determination) MONACHE HS BL# 002613

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

Barricades (quantity): \_\_\_\_\_ Street sweeping Yes \_\_\_\_\_ No \_\_\_\_\_  
Police protection Yes \_\_\_\_\_ No \_\_\_\_\_ Refuse pickup Yes \_\_\_\_\_ No \_\_\_\_\_  
Other: Sidewalks - Newcomb -

Mulberry around Monache

Parks facility application required: Yes \_\_\_\_\_ No x Attached \_\_\_\_\_  
Assembly permit required: Yes \_\_\_\_\_ No x Attached \_\_\_\_\_

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

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

# CITY OF PORTERVILLE

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

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**Liability insurance:** The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

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

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

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

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

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

|                        |                  |        |
|------------------------|------------------|--------|
| Monache Ag/FFA         | Carmel Ipandling | 2-9-18 |
| (Name of Organization) | (Signature)      | (Date) |

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

Location: Monache High School Event date: 3/31/18 Event time: 7:00am-2:00pm

[illegible]

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

# CITY OF PORTERVILLE

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

Name of event: Monache Farmer's Day and 5K

Sponsoring organization: Monache Ag/FFA

Event date: March 31, 18 Hours: 6

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

## Closed

| Street Name             | From                     | To                 | Activity          |
|-------------------------|--------------------------|--------------------|-------------------|
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
| Sidewalks               | From                     | To                 | Activity          |
| <del>Monache</del>      | <del>Prospect</del>      | <del>Newcomb</del> | <del>5K Run</del> |
| Newcomb                 | Henderson                | Mulberry/          |                   |
| Mulberry                | Newcomb                  | Lindale            |                   |
| Continue                | 5K Run on Monache Campus |                    |                   |
| Parking lots and spaces | Location                 | Activity           |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |
|                         |                          |                    |                   |

Requirements for Community Civic Event.  
Porterville Unified School District and  
Monache High School Ag/FFA Department  
Farmer's Day and 5K Run  
March 31, 2018

Finance Director:

*M. Bemis*

City Engineer:

*J. Sanchez*

Community Development Manager:

*J. Phillips*

No comments.

Field Services Manager:

*M. Knight*

Battalion Chief of Operations:

*R. Land*

Parks and Leisure Services Director:

*D. Moore*

No comments.

Police Lieutenant:

*R. Standridge*

Please see Exhibit B.

Administrative Services Director:

*P. Hildreth*

See Exhibit A, page 2.



## Requirements for Community Civic Event

Sponsor: Porterville Unified School District and  
Monache High School Ag/FFA  
Event: Farmer's Day and 5K Run  
Event Chairman: James Corbett  
Location: Monache High School  
Date of Event: March 31, 2018  
Time of Event: 7:00 a.m. to 2:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

That the Porterville Unified School District provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.

## CITY OF PORTERVILLE

### APPLICATION FOR COMMUNITY CIVIC EVENT

#### **Proposed Event:**

Farmer's Day & 5K Run, Monache AG/FFA at Monache High School  
March 31, 2018 from 7:00am – 2:00pm

#### **Staff Comments:** Conditions/Requirements by Police Department

- All street and/or sidewalk closures require City Council approval.
- Participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or generally interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Event organizers should consider "follow up" vehicles that have first aid supplies, water, etc., so as to treat or pick up and transport any participant who becomes ill or is otherwise unable to complete the course.
- Event organizers shall contact Porterville Police Lieutenants Josh Maniss or Chris Contreras at 559-782-7410 or 559-782-7400 in advance of the event in order to determine additional policing concerns/requirements.

Rich Standridge / Lieutenant  
Porterville Police Department

EXHIBIT B



## 5k Monache

Carmel Spaulding <cspaulding@portervilleschools.org>

Fri 3/9/2018 2:24 PM

To: Anita Gustuson <agustuson@ci.porterville.ca.us>;

Attached map photo

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  
OUTSIDE AMPLIFIER PERMIT  
(City Ordinances #18-9 & 18-14)



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

- 1 Name and home address of the applicant: Monarch FFA / Ag
- 2 Address where amplification equipment is to be used: 960 N. Newcomb  
Porterville, CA 93257
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Carmel Ipauldora / Chastie Bennett / James Corbett  
960 N. Newcomb Porterville
- 4 Type of event for which amplification equipment will be used: 5K Run
- 5 Dates and hours of operation of amplification equipment: MARCH 31, 2018 7 - 2:00pm
- 6 A general description of the sound amplifying equipment to be used: general  
sound system YAMAHA 150-PA system

**Section 18-9**

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

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

(Ord. Code § 6311)

**Section 18-14**

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

**Penal Code Section 415 (2)** Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine. (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

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

Carmel Ipauldora  
Signature of Applicant

2-9-18  
Date

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

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

2-26-18  
Date

# CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)

02/13/2018

**PRODUCER**

HUB International Insurance Services Inc.  
2300 Clayton Road, #300  
Concord, CA 94520  
Phone #925-609-6500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM

**Named Member:**

Porterville Unified School District  
c/o Houston Insurance Services  
P.O. Box 1002  
Tulare, CA 93275-1002

**Organization**

A

Central Tulare County School Districts Liability Property Joint Powers Authority

**Organization**

B

**Organization**

C

**COVERAGES**

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

| ORG LTR | TYPE OF COVERAGE                                                                                                                                                               | COVERAGE NUMBER | COVERAGE EFFECTIVE DATE (MM/DD/YY) | COVERAGE EXPIRATION DATE (MM/DD/YY) | LIMITS                          |              |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------|-------------------------------------|---------------------------------|--------------|
| A       | General Liability<br><input checked="" type="checkbox"/> Commercial General Liability                                                                                          | CTCS-17001      | 07/01/2017                         | 07/01/2018                          | General Aggregate               | \$10,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     | Products/Comp/Ops Agg           | Incl.        |
|         |                                                                                                                                                                                |                 |                                    |                                     | Personal & Adv. Injury          | Incl.        |
|         |                                                                                                                                                                                |                 |                                    |                                     | Each Occurrence                 | \$ 5,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     | Fire Damage (Any One Fire)      | \$ 1,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     | Med Exp (Any One Person)        | -            |
| A       | Automobile Liability<br><input checked="" type="checkbox"/> Owned Auto<br><input checked="" type="checkbox"/> Non-Owned Auto<br><input checked="" type="checkbox"/> Hired Auto | CTCS-17001      | 07/01/2017                         | 07/01/2018                          | Bodily Injury & Property Damage | \$ 5,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     |                                 |              |
|         |                                                                                                                                                                                |                 |                                    |                                     |                                 |              |
|         |                                                                                                                                                                                |                 |                                    |                                     |                                 |              |
| A       | School Board Legal Liability                                                                                                                                                   | CTCS-17001      | 07/01/2017                         | 07/01/2018                          | Each Claim                      | \$ 5,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     | Aggregate                       | \$10,000,000 |

**Remarks:**

When Required by written contract, agreement, or permit:

1. The certificate holder and others are included as a Member(s) for general liability and automobile liability and such coverage is primary and non-contributory as per Coverage A – Section II – Who is A Member, ITEM E; and/or
2. The Authority waives its rights of recovery against the certificate holder and others as per common memorandum of coverage conditions L.6.

The limit of coverage apply separately per Named Member as per Coverage A, Section III – Limits of Coverage B.2 and 3

Re: Farmer's Day and 5K Run at Monache High School, March 31, 2018, sponsored by Monache Ag/FFA

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ORGANIZATION WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

**AUTHORIZED REPRESENTATIVE**

23. Damages, or loss, costs or expenses because of **bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of:
- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
  - b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by a **Member** or others arising out of that which is described in a. or b. above.

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## **SECTION II - WHO IS A MEMBER**

**A. You are a Member.**

**B. Each of the following is a Member while acting within the scope of their duties as such:**

1. All persons who were, are now, or will be **your** elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under **your** exclusive operation and jurisdiction.
3. All of **your** current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the **Member** and under **your** direction and control.
4. All persons who perform a service on a volunteer basis for **you**, provided such performance is under **your** direction and control. This does not include any person working on retainer or as an independent contractor.
5. Student Body Organizations, Parent-Teacher Organizations, Booster Clubs and Non-Profit organizations approved by **your** governing board as on file with **us**.
6. Students, including the parents or legal guardians of those students, who serve as members of **your** safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.
7. Students enrolled in **your** students in practicum program while engaged in academic studies or work experience relating to **your** students in practicum program during the coverage period.
8. The estate of any person in 1. through 6. above.

**D. Any person, entity, or any organization while acting as **your** real estate manager.**



E. Any person, entity, or any organization **you** are required by a **covered contract** to include as a **Member**. This coverage will be limited to the extent of coverage and Limits of Liability required by the **covered contract** and will not increase the limits stated in **SECTION III - LIMIT(S) OF COVERAGE** or alter any of the terms of coverage stated in this Coverage Part. The **covered contract** must be effective and executed prior to a covered **occurrence**. If other valid and collectible insurance is available to the additional **Member** to pay damages and/or **claim expenses** due to an occurrence, then our indemnification obligations is excess over such other insurance covering the additional **Member**, whether such other insurance is written on a primary, excess, contingent or on any other basis. If a written contract or written agreement specifically requires the coverage as provided by **Coverage Part A** to apply as primary to, and on a non-contributory basis with, any other available insurance to the additional **Member** we agree to do so.

F. Any other person, entity or any organization **We have** has issued an **Endorsement** to this Coverage Memorandum adding the person, entity or organization as a **Member**.

G. With respect to:

**Mobile equipment** or any **auto**, any person is a **Member** while driving such **auto** or **mobile equipment** with **your** permission. Any person, entity, or organization responsible for the conduct of such person is also an **Member**, but only with respect to **bodily injury** or **property damage** arising out of the operation of the **auto** or **mobile equipment**.

However, the owner or anyone else from whom **you** hire or borrow an **auto** is a **Member** only if that **auto** is a trailer connected to an **auto** **you** own.

However, no person, entity, or organization is a **Member** under this paragraph e. with respect to:

1. **Property damage** to property owned by **you** or the employer of any person who is a **Member** under this provision;
2. Any **auto** **you** hire or borrow from one of **your** employees, volunteers or members of their households, if they are the owner of such **auto**, unless acting within the scope of their duties on **your** behalf;
3. Any **auto** being used by a person employed in the business of selling, servicing, repairing, or parking **autos** unless they are **your** employees; or
4. The movement of property to or from an **auto** except **you**, **your** employees, lessees or borrowers of such **auto**, and any employee of the lessees or borrowers.

H. Any entity or organization **you** newly acquire or form and over which **you** have exclusive jurisdiction will qualify as a **Named Member** if there is no other similar insurance available to that entity or organization.

However:

1. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the entity or organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the entity or organization; and
3. Coverage does not apply to **personal injury** or **advertising injury** arising out of an **offense** committed before **you** acquired or formed the entity or organization.

I. No person, entity, or organization is a **Member** with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Member** in the **Annual Renewal Statement**.

---

### SECTION III - LIMIT(S) OF COVERAGE

- A. The **Limit(s) of Coverage** shown in **Item 2.** of the **Annual Renewal Statement** and the rules below fix the most we will pay under this Coverage Part regardless of the number of:
1. **Members;**
  2. Claims made or **suits** brought; or
  3. Persons or organizations making claims or bringing **suits**.
- B.
1. The each **occurrence Limit of Coverage** is the most we will pay for **ultimate net loss** under **Coverage Part A** for any single **occurrence**.
  2. Subject to subparagraph B. 1. above, the **Coverage Part A Aggregate Limit** is the most we will pay for all **ultimate net loss** during the coverage period for all covered **occurrences** for each **Named Member**, except **ultimate net loss** because of **bodily injury** or **property damage** arising from the **automobile hazard**.
  3. Subject to B.1 and B.2 above, the **Coverage Part A each Occurrence Limit of Coverage and Aggregate Limit** shown in **Item. Limit(s) of Coverage, Coverage Part A**, of the **Annual Renewal Statement**, or amended by **Endorsement**, applies separately to each **Named Covered Member** under the Memorandum of Coverage.
- C. If any **occurrence** covered in whole or in part under **Coverage Part A** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by **US** also constitutes a **wrongful act(s)** covered in whole or in part under **Coverage Part B** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by **US**, then only the Coverage Part with the higher limits for the each **occurrence (Coverage Part A)** or each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Annual Renewal Statement** or any Endorsement will apply. If the each **occurrence (Coverage Part A)** and the each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Annual Renewal Statement** or any Endorsement are equal, only one limit will still apply and it will be the each **occurrence (Coverage Part A) Limit(s) of Coverage**.
- D. The **Limit(s) of Coverage** applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the coverage period shown on the **Annual Renewal Statement**, unless the coverage period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the **Limit(s) of Coverage**.

---

### SECTION IV - DEFINITIONS

- A. **Advertising injury** means injury arising out of one or more of the following **offenses** committed in the course of advertising **your** goods, products or services:
1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;



## K. SEPARATION OF MEMBERS

Except with respect to the relevant **Limit(s) of Coverage** and any applicable exclusion(s), this Memorandum of Coverage applies:

1. As if each **Named Member** were the only **Named Member**; and
2. Separately to each **Member** against whom **claim** or **suit** is brought.

## L. SUBROGATION- RECOVERY FROM OTHERS

1. **We** have the right to recover all payments which **we** have made to or on behalf of the **Member** from anyone liable for a loss. If the **Member** recovers from anyone liable for a loss, **we** will be reimbursed first from such recovery to the extent of our payments to or on behalf of the **Member**. The **Member** expressly waives any rights it may have to recoup any uncovered portions of any loss prior to **our** recovery of the full amounts we paid hereunder.
2. If the **Member** does not commence an action or proceeding to recover damages from anyone liable for a loss paid by **us**, the **Member** agrees to timely assign all of its rights of recovery to **us** and also agrees that **we** have the rights of the **Member** to recover from anyone liable for a loss. The **Member** will do everything necessary to protect those rights and help **us** to enforce them.
3. Any such recovery will be allocated in the following order:
  - a. First, to reimburse any other Memorandum of Coverage or insurance for coverage in excess of this Memorandum of Coverage's relevant **Limit(s) of Coverage** set forth on the **Declaration Page** or any endorsement, or to reimburse the **Member** to the extent there is no such other memorandum of Coverage or insurance;
  - b. Then, **we** will be reimbursed for all of **our** payments under this Memorandum of Coverage;
  - c. Then, any other Memorandum of Coverage or insurance that **we** are excess above will be reimbursed for all of their payments, if any;

- d. Finally, any balance of the recovery will be paid to the **Member**.
4. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above.
5. If such action is commenced by the **Member**, with our prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense will be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained, if such an action or proceeding undertaken solely by us results in no recovery, we will pay all related expenses.
6. Notwithstanding anything to the contrary in paragraphs 1. through 5. Above, in the event we make any payment under this Memorandum of Coverage, we will waive our right of recovery against any person or organization with whom the **Member** has:
  - a. Agreed in a written contract, agreement or permit that is effective and executed prior to the date of an **occurrence** or **wrongful act(s)**, to waive its subrogation, contribution, or indemnity rights; or
  - b. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the **Member** can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract, agreement or permit that requires the **Member** to waive its subrogation, contribution or indemnity rights.



## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Approval for Community Civic Event - Porterville Unified School District and Optimist Club - Porterville Celebrates Reading - April 14, 2018

**SOURCE:** Finance

**COMMENT:** Porterville Unified School District and Porterville Optimist Club are requesting approval for their annual literacy fair, Porterville Celebrates Reading, on April 14, 2018, at Veteran's Park, from 10:00 a.m. to 2:00 p.m. This annual event includes free books and small group presentations for children and parents in order to encourage literacy development.

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

**RECOMMENDATION:** That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Porterville Unified School District and Porterville Optimist Club subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

**ATTACHMENTS:**

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

**Appropriated/Funded:**

**Review By:**

Department Director:

Maria Bemis, Finance Director

Final Approver: Patrice Hildreth, Administrative Services Dir

# CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?  
Application date: 2/23/18 Event date: 4/14/18  
Event time: 10:00-2:00  
Name of Event: Porterville Celebrates Reading  
Sponsoring organization: Optimist Club / PUSD Phone # 793-2400  
Address: PUSD - 600 W. Grand Ave.  
Authorized representative: Dr. Ken Gibbs Phone # 793-2400  
Address: 600 W. Grand Ave., Porterville  
Event chairperson: Catherine May Phone # cell 788-9053

Location of event Veteran's Park

(Location map must be attached)

Type of event: Literacy fair for children ages pre-school - up  
Schools and community organizations have booths with literacy

Non-profit organization status: 99-2676266 Optimist Club activities.  
BL # 2618 # 03069 # 0354

(IRS Determination)

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

Barricades (quantity): \_\_\_\_\_ Street sweeping Yes \_\_\_\_\_ No X  
Police protection Yes \_\_\_\_\_ No X Refuse pickup Yes \_\_\_\_\_ No X  
Other: \_\_\_\_\_

Parks facility application required: Yes X No \_\_\_\_\_ Attached Notec  
Assembly permit required: Yes \_\_\_\_\_ No X Attached \_\_\_\_\_

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

Appr. Deny

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

# CITY OF PORTERVILLE

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

### ***What constitutes a Community Civic Event?***

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

**All City Code requirements** are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at [www.ci.porterville.ca.us/govt/CityClerk/](http://www.ci.porterville.ca.us/govt/CityClerk/), Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

**Liability insurance:** The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit.* (Ordinance 15-20(e) 18)

*CM*

Authorized Representative Initial

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

*CM*

Authorized Representative Initials

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

*CM*

Authorized Representative Initials

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

*CM*

Authorized Representative Initials

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

*CM*

Authorized Representative Initials

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

|                        |                  |        |
|------------------------|------------------|--------|
| Optimist / PUSD / BSD  | Catherine E. May | 3/1/18 |
| (Name of Organization) | (Signature)      | (Date) |

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

Location: Veteran's Park Event date: 4/14/18 Event time: 10:00 a.m. - 2:00 p.m.

[illegible]

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

Event date: April 14, 2018 Hours: 10:00 a.m. to 2:00 p.m.

Requirements for Community Civic Event  
Porterville Optimist Club and Porterville Unified School District  
Porterville Celebrates Reading  
April 14, 2018

Finance Director:  
*M. Bemis*

City Engineer:  
*J. Sanchez*

Community Development Manager:  
*J. Phillips*

Field Services Manager: *M. Knight* No comment.

Battalion Chief of Operations:  
*R. Land*

Parks and Leisure Services Director: *D. Moore* Vehicles in the park authorized to only load and unload. No event parking on the grass is permitted.

Police Lieutenant: *R. Standridge* Please see Exhibit B.

Administrative Services Director: *P. Hildreth* Please see Exhibit A, page 2.



## Requirements for Community Civic Event

Sponsor: Porterville Unified School District and  
Porterville Optimist Club  
Event: Porterville Celebrates Reading  
Event Chairman: Catherine May  
Location: Veterans Park  
Date of Event: April 14, 2018  
Time of Event: 10:00 a.m. to 2:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

That the Porterville Unified School District provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.

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

**Porterville Celebrates Reading**  
**April 14, 2018**  
**Veterans Park**

Proposed Conditions/Requirements:

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Rich Standridge, Lieutenant  
Porterville Police Department

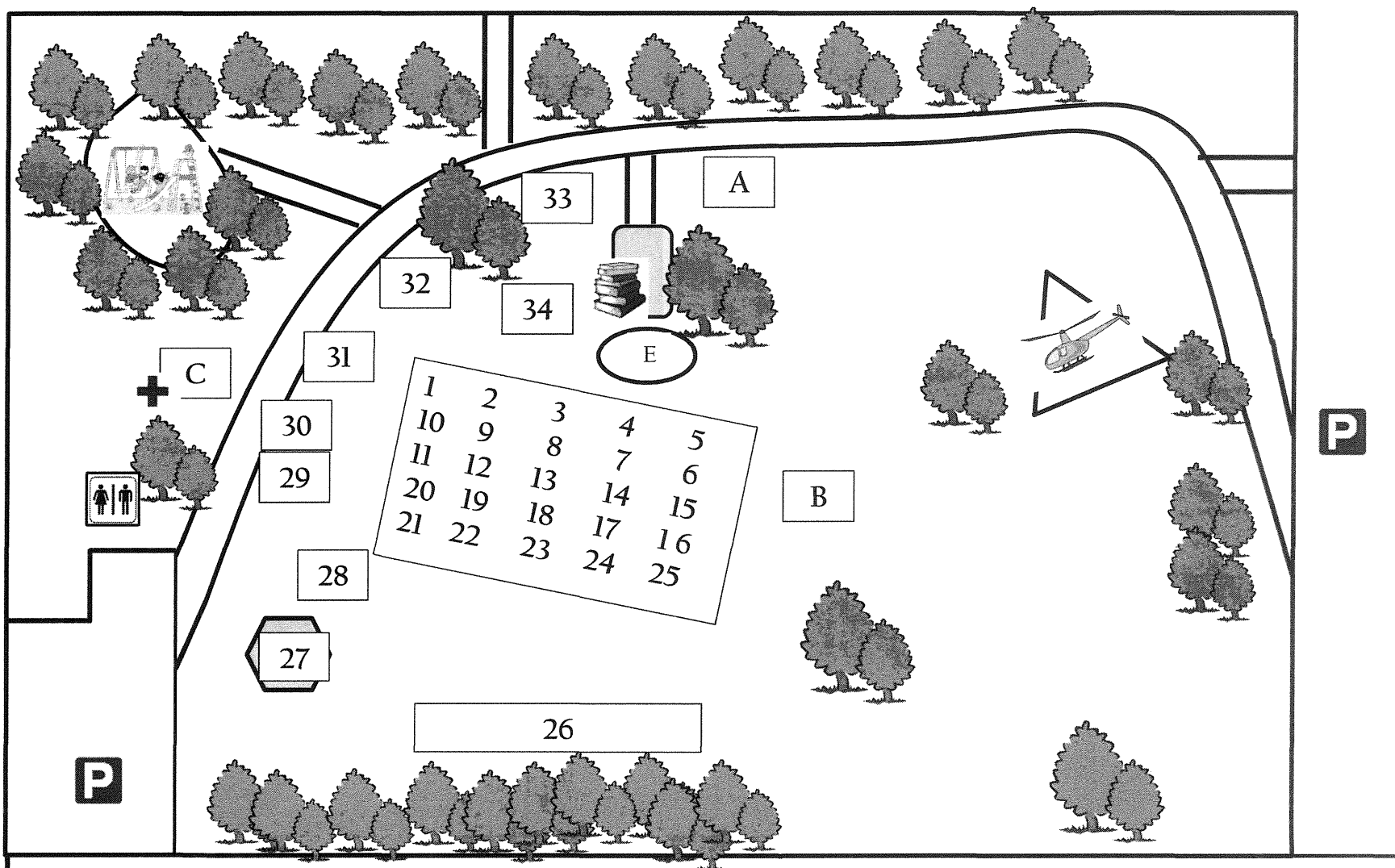


Monache H.S.



Henderson Ave.

Newcomb St.



Porterville Celebrates  
Reading Map



First Aid Kit



Booths

A-C

Information



Restroom

Target



CITY OF PORTERVILLE  
OUTSIDE AMPLIFIER PERMIT  
(City Ordinances #18-9 & 18-14)



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

- 1 Name and home address of the applicant: Catherine May  
770 Phillips Circle, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Veteran's Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Catherine May
- 4 Type of event for which amplification equipment will be used: Literacy Fair
- 5 Dates and hours of operation of amplification equipment: 4/14/18 10:00 a.m. to 2:00 p.m.
- 6 A general description of the sound amplifying equipment to be used: PA system

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

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

Catherine E. May  
Signature of Applicant

2/23/18  
Date

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

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

3-9-18  
Date

# CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)  
02/28/2018**PRODUCER**

HUB International Insurance Services Inc.  
2300 Clayton Road, #300  
Concord, CA 94520  
Phone #925-609-6500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM

**Named Member:**

Porterville Unified School District  
c/o Houston Insurance Services  
P.O. Box 1002  
Tulare, CA 93275-1002

Organization  
A

Central Tulare County School Districts Liability Property Joint  
Powers Authority

Organization  
BOrganization  
C**COVERAGES**

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

| ORG LTR | TYPE OF COVERAGE                                                                                                                                                               | COVERAGE NUMBER | COVERAGE EFFECTIVE DATE (MM/DD/YY) | COVERAGE EXPIRATION DATE (MM/DD/YY) | LIMITS                          |              |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------|-------------------------------------|---------------------------------|--------------|
| A       | General Liability<br><input checked="" type="checkbox"/> Commercial General Liability                                                                                          | CTCS-17001      | 07/01/2017                         | 07/01/2018                          | General Aggregate               | \$10,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     | Products/Comp/Ops Agg           | Incl.        |
|         |                                                                                                                                                                                |                 |                                    |                                     | Personal & Adv. Injury          | Incl.        |
|         |                                                                                                                                                                                |                 |                                    |                                     | Each Occurrence                 | \$ 5,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     | Fire Damage (Any One Fire)      | \$ 1,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     | Med Exp (Any One Person)        | -            |
| A       | Automobile Liability<br><input checked="" type="checkbox"/> Owned Auto<br><input checked="" type="checkbox"/> Non-Owned Auto<br><input checked="" type="checkbox"/> Hired Auto | CTCS-17001      | 07/01/2017                         | 07/01/2018                          | Bodily Injury & Property Damage | \$ 5,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     |                                 |              |
|         |                                                                                                                                                                                |                 |                                    |                                     |                                 |              |
|         |                                                                                                                                                                                |                 |                                    |                                     |                                 |              |
| A       | School Board Legal Liability                                                                                                                                                   | CTCS-17001      | 07/01/2017                         | 07/01/2018                          | Each Claim                      | \$ 5,000,000 |
|         |                                                                                                                                                                                |                 |                                    |                                     | Aggregate                       | \$10,000,000 |

**Remarks:**

When Required by written contract, agreement, or permit:

1. The certificate holder and others are included as a Member(s) for general liability and automobile liability and such coverage is primary and non-contributory as per Coverage A – Section II – Who is A Member, ITEM E; and/or
2. The Authority waives its rights of recovery against the certificate holder and others as per common memorandum of coverage conditions L.6.

The limit of coverage apply separately per Named Member as per Coverage A, Section III – Limits of Coverage B.2 and 3

Re: Porterville Celebrates Reading Literacy Fair, April 14, 2018, at Veteran's Park, Porterville, CA

**CERTIFICATE HOLDER**

City of Porterville  
Attn: Anita Gustuson  
291 N. Main Street  
Porterville, CA 93257

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ORGANIZATION WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

AUTHORIZED REPRESENTATIVE



23. Damages, or loss, costs or expenses because of **bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of:
- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
  - b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by a **Member** or others arising out of that which is described in a. or b. above.

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## SECTION II - WHO IS A MEMBER

### A. You are a **Member**.

### B. Each of the following is a **Member** while acting within the scope of their duties as such:

1. All persons who were, are now, or will be **your** elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under **your** exclusive operation and jurisdiction.
3. All of **your** current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the **Member** and under **your** direction and control.
4. All persons who perform a service on a volunteer basis for **you**, provided such performance is under **your** direction and control. This does not include any person working on retainer or as an independent contractor.
5. Student Body Organizations, Parent-Teacher Organizations, Booster Clubs and Non-Profit organizations approved by **your** governing board as on file with **us**.
6. Students, including the parents or legal guardians of those students, who serve as members of **your** safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.
7. Students enrolled in **your** students in practicum program while engaged in academic studies or work experience relating to **your** students in practicum program during the coverage period.
8. The estate of any person in 1. through 6. above.

### D. Any person, entity, or any organization while acting as **your** real estate manager.

- E. Any person, entity, or any organization **you** are required by a **covered contract** to include as a **Member**. This coverage will be limited to the extent of coverage and Limits of Liability required by the **covered contract** and will not increase the limits stated in **SECTION III - LIMIT(S) OF COVERAGE** or alter any of the terms of coverage stated in this Coverage Part. The **covered contract** must be effective and executed prior to a covered **occurrence**. If other valid and collectible insurance is available to the additional **Member** to pay damages and/or **claim expenses** due to an occurrence, then our indemnification obligations is excess over such other insurance covering the additional **Member**, whether such other insurance is written on a primary, excess, contingent or on any other basis. If a written contract or written agreement specifically requires the coverage as provided by **Coverage Part A** to apply as primary to, and on a non-contributory basis with, any other available insurance to the additional **Member** we agree to do so.
- F. Any other person, entity or any organization **We have** issued an **Endorsement** to this Coverage Memorandum adding the person, entity or organization as a **Member**.
- G. With respect to:

**Mobile equipment** or any **auto**, any person is a **Member** while driving such **auto** or **mobile equipment** with **your** permission. Any person, entity, or organization responsible for the conduct of such person is also an **Member**, but only with respect to **bodily injury** or **property damage** arising out of the operation of the **auto** or **mobile equipment**.

However, the owner or anyone else from whom **you** hire or borrow an **auto** is a **Member** only if that **auto** is a trailer connected to an **auto** **you** own.

However, no person, entity, or organization is a **Member** under this paragraph **e.** with respect to:

1. **Property damage** to property owned by **you** or the employer of any person who is a **Member** under this provision;
2. Any **auto** **you** hire or borrow from one of **your** employees, volunteers or members of their households, if they are the owner of such **auto**, unless acting within the scope of their duties on **your** behalf;
3. Any **auto** being used by a person employed in the business of selling, servicing, repairing, or parking **autos** unless they are **your** employees; or
4. The movement of property to or from an **auto** except **you**, **your** employees, lessees or borrowers of such **auto**, and any employee of the lessees or borrowers.

- H. Any entity or organization **you** newly acquire or form and over which **you** have exclusive jurisdiction will qualify as a **Named Member** if there is no other similar insurance available to that entity or organization.

However:

1. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the entity or organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the entity or organization; and
3. Coverage does not apply to **personal injury** or **advertising injury** arising out of an **offense** committed before **you** acquired or formed the entity or organization.

- I. No person, entity, or organization is a **Member** with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Member** in the **Annual Renewal Statement**.

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### SECTION III - LIMIT(S) OF COVERAGE

- A. The **Limit(s) of Coverage** shown in **Item 2.** of the **Annual Renewal Statement** and the rules below fix the most we will pay under this Coverage Part regardless of the number of:
1. **Members;**
  2. Claims made or **suits** brought; or
  3. Persons or organizations making claims or bringing **suits**.
- B.
1. The each **occurrence Limit of Coverage** is the most we will pay for **ultimate net loss** under **Coverage Part A** for any single **occurrence**.
  2. Subject to subparagraph B. 1. above, the **Coverage Part A** Aggregate Limit is the most we will pay for all **ultimate net loss** during the coverage period for all covered **occurrences** for each **Named Member**, except **ultimate net loss** because of **bodily injury** or **property damage** arising from the **automobile hazard**.
  3. Subject to B.1 and B.2 above, the **Coverage Part A** each **Occurrence Limit of Coverage and Aggregate Limit** shown in **Item. Limit(s) of Coverage, Coverage Part A**, of the **Annual Renewal Statement**, or amended by **Endorsement**, applies separately to each **Named Covered Member** under the Memorandum of Coverage.
- C. If any **occurrence** covered in whole or in part under **Coverage Part A** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by **US** also constitutes a **wrongful act(s)** covered in whole or in part under **Coverage Part B** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by **US**, then only the Coverage Part with the higher limits for the each **occurrence (Coverage Part A)** or each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Annual Renewal Statement** or any **Endorsement** will apply. If the each **occurrence (Coverage Part A)** and the each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Annual Renewal Statement** or any **Endorsement** are equal, only one limit will still apply and it will be the each **occurrence (Coverage Part A) Limit(s) of Coverage**.
- D. The **Limit(s) of Coverage** applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the coverage period shown on the **Annual Renewal Statement**, unless the coverage period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the **Limit(s) of Coverage**.

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### SECTION IV - DEFINITIONS

- A. **Advertising injury** means injury arising out of one or more of the following **offenses** committed in the course of advertising **your** goods, products or services:
1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;



## K. SEPARATION OF MEMBERS

Except with respect to the relevant **Limit(s) of Coverage** and any applicable exclusion(s), this Memorandum of Coverage applies:

1. As if each **Named Member** were the only **Named Member**; and
2. Separately to each **Member** against whom **claim** or **suit** is brought.

## L. SUBROGATION- RECOVERY FROM OTHERS

1. **We** have the right to recover all payments which **we** have made to or on behalf of the **Member** from anyone liable for a loss. If the **Member** recovers from anyone liable for a loss, **we** will be reimbursed first from such recovery to the extent of our payments to or on behalf of the **Member**. The **Member** expressly waives any rights it may have to recoup any uncovered portions of any loss prior to **our** recovery of the full amounts we paid hereunder.
2. If the **Member** does not commence an action or proceeding to recover damages from anyone liable for a loss paid by **us**, the **Member** agrees to timely assign all of its rights of recovery to us and also agrees that we have the rights of the **Member** to recover from anyone liable for a loss. The **Member** will do everything necessary to protect those rights and help us to enforce them.
3. Any such recovery will be allocated in the following order:
  - a. First, to reimburse any other Memorandum of Coverage or insurance for coverage in excess of this Memorandum of Coverage's relevant **Limit(s) of Coverage** set forth on the **Declaration Page** or any endorsement, or to reimburse the **Member** to the extent there is no such other memorandum of Coverage or insurance;
  - b. Then, we will be reimbursed for all of **our** payments under this Memorandum of Coverage;
  - c. Then, any other Memorandum of Coverage or insurance that we are excess above will be reimbursed for all of their payments, if any;

- d. Finally, any balance of the recovery will be paid to the **Member**.
4. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above.
  5. If such action is commenced by the **Member**, with our prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense will be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained, if such an action or proceeding undertaken solely by **us** results in no recovery, **we** will pay all related expenses.
  6. Notwithstanding anything to the contrary in paragraphs 1. through 5. Above, in the event **we** make any payment under this Memorandum of Coverage, **we** will waive **our** right of recovery against any person or organization with whom the **Member** has:
    - a. Agreed in a written contract, agreement or permit that is effective and executed prior to the date of an **occurrence** or **wrongful act(s)**, to waive its subrogation, contribution, or indemnity rights; or
    - b. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the **Member** can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract, agreement or permit that requires the **Member** to waive its subrogation, contribution or indemnity rights.



## CITY COUNCIL AGENDA – MARCH 20, 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 March 6, 2018, 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. On February 6, 2018, the final residential connection was made 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 and the city's periphery 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, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019.

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. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir

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

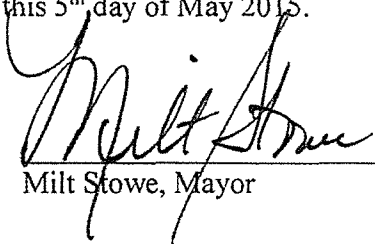
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

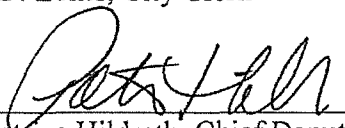
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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 5<sup>th</sup> 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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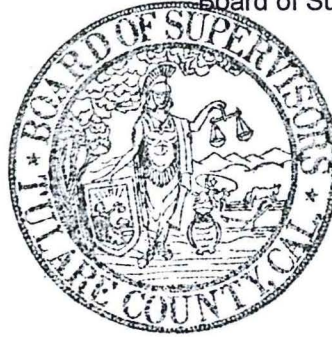
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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. Ennis 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'



# East Porterville Project Boundary

## Legend

-  East Porterville Project Boundary
-  Parcels Within Project Boundary Area (1,776)
-  City Limits
-  UDB

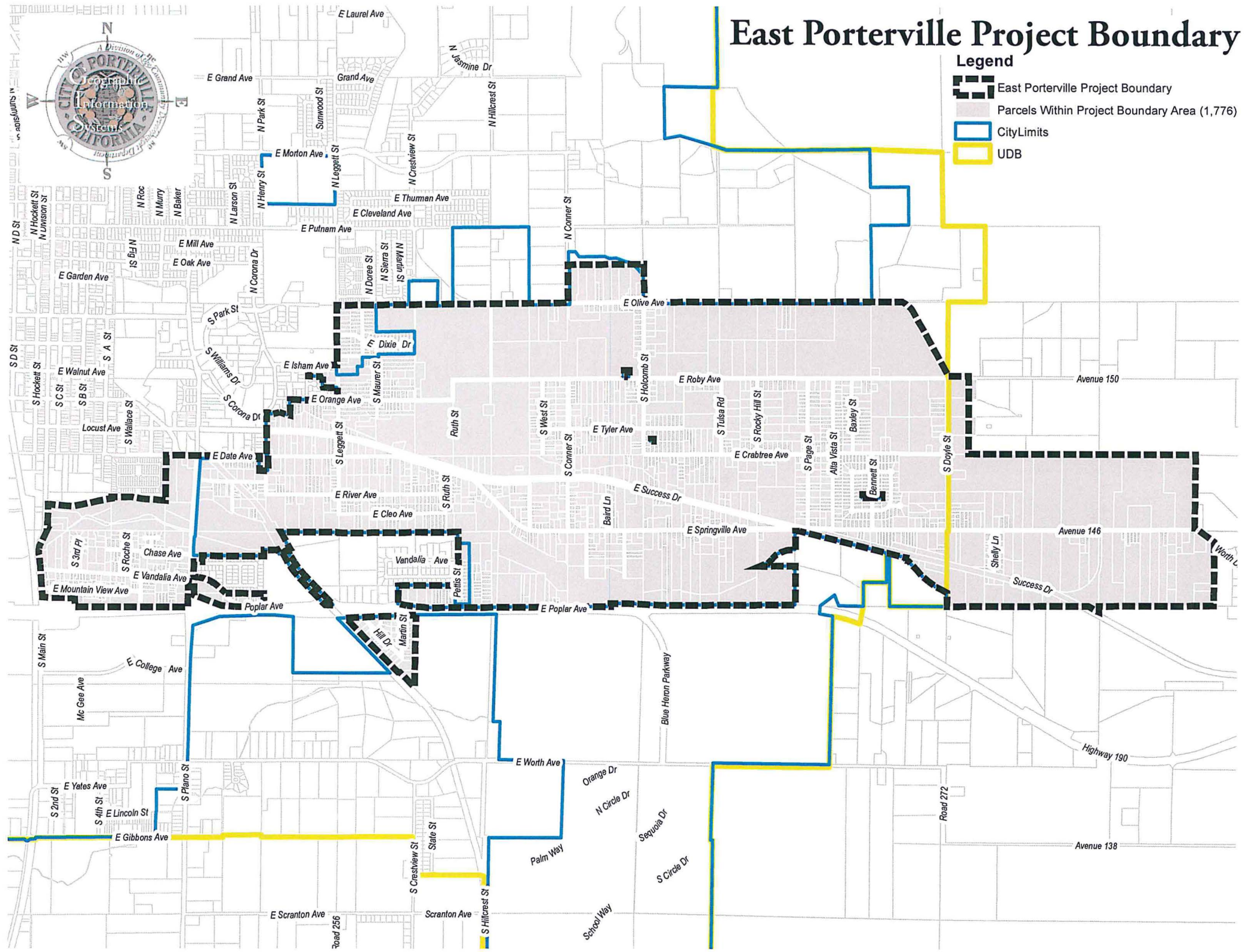


EXHIBIT 'B'



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:

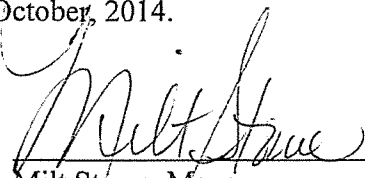
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, 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).

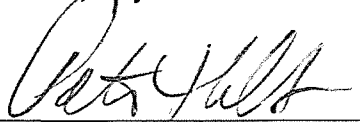
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, 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 21<sup>st</sup> 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 21<sup>st</sup> 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 19<sup>th</sup> 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:

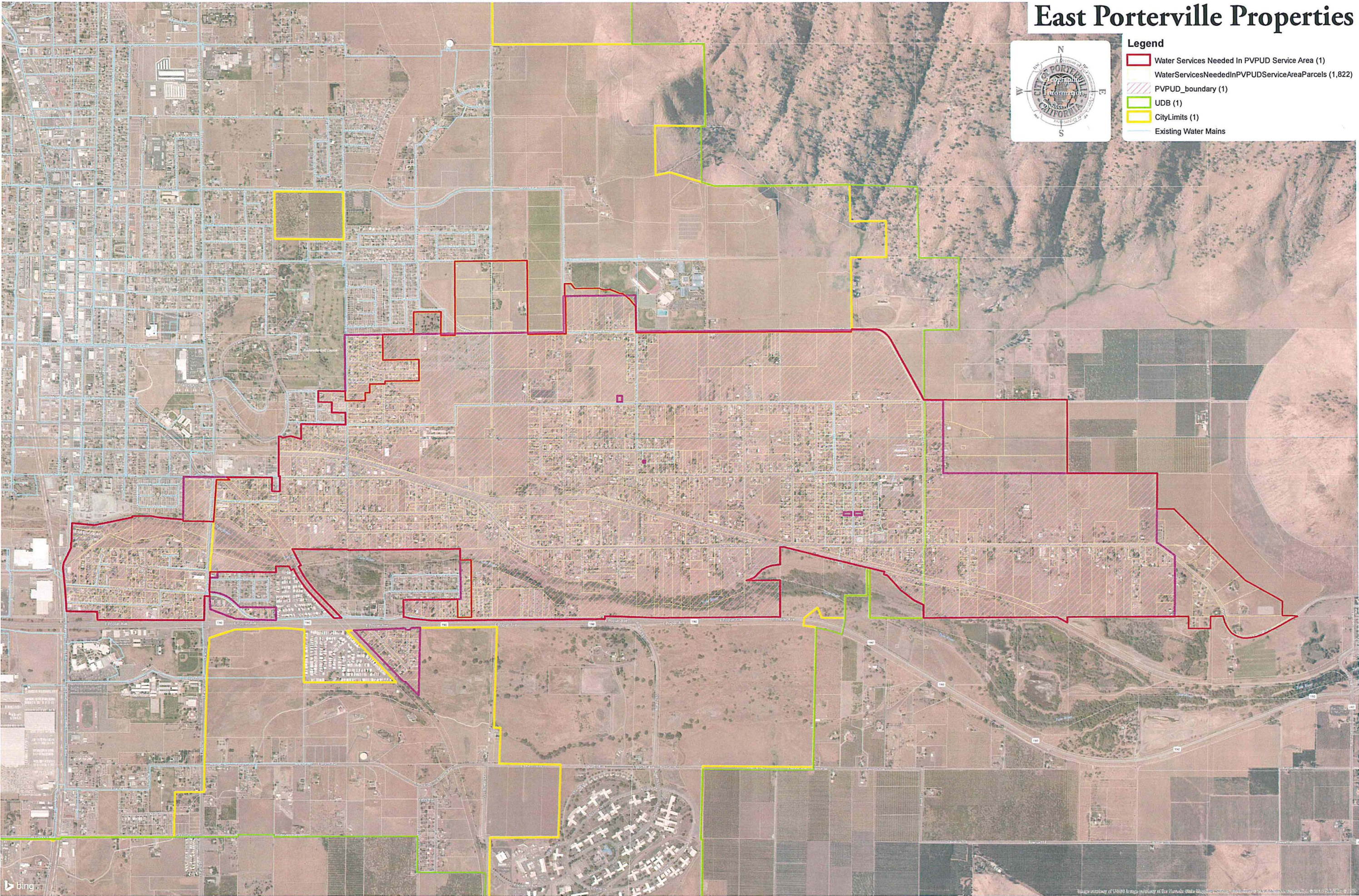
- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and 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 19<sup>th</sup> 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

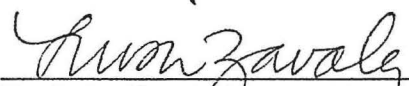
  
By: Luisa Zavala, Deputy City Clerk

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        |
| <b>Total:</b> |                                                             | <b>\$3,351.43</b> |

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         |
| <b>Total:</b> |                                                             | <b>\$108,326.00</b> |

## **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

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California Office of Emergency Services

County of Tulare

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City of Porterville

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## 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 7<sup>th</sup> 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



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California Office of Emergency Services

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City of Porterville

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County of Tulare

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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

**DEPARTMENT OF WATER RESOURCES**

SOUTH CENTRAL REGION OFFICE  
3374 EAST SHIELDS AVENUE, ROOM 3  
FRESNO, CA 93726-6913



January 18, 2018

Mr. Michael K. Reed  
Public Works Director  
City of Porterville  
291 North Main Street  
Porterville, California 93257

RECEIVED

JAN 22 2018

City of Porterville  
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the  
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at [Steve.Doe@water.ca.gov](mailto:Steve.Doe@water.ca.gov) or by phone at (559) 230-3348.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Faulkenberry".

Kevin Faulkenberry, Chief  
South Central Region Office

## 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 – MARCH 20, 2018

**SUBJECT:** Request for a Minor Conditional Use Permit for Commercial Crop Cultivation (PRC 2018-009-C)

**SOURCE:** Community Development

**COMMENT:** On July 27, 2016, the Project Review Committee reviewed the project that would allow the development and cultivation of citrus groves on approximately 9.34± acres. The citrus groves are proposed on one parcel of land, more specifically defined as Assessor Parcel Number 254-140-009. The subject site is located generally north of Putnam Avenue where the prolongation of Morton Avenue and Holcomb Street would intersect. The General Plan land use designation is Very Low Density Residential and the zoning classification for the property is RS-1 (Very Low Density Residential). The area is almost entirely surrounded by citrus groves.

Commercial crop cultivation is allowed as an interim use in the residential districts with a minor conditional use permit (MCUP) approval pursuant to Section 301.06 (Crop Cultivation) of the Porterville Development Ordinance (PDO). The key intent of this section is to limit the use to a time period that is appropriate to the type of agricultural crop to be planted, to a sufficient time for a reasonable profit to be realized while assuring that the use is interim in nature. The term of the MCUP shall be 15 years. If the applicant chooses to request a five year extension from City Council, the request must be submitted to the Community Development Department not less than 60 days in advance of the expiration of the permit.

The water supply for the commercial crop will be supplied from the Pioneer Water Company. City water for irrigation purposes will not be allowed. The proposed irrigation system will use Supernet emitters with a flow rate of ten gallons per hour. In addition to the control of the irrigation system, soil moisture monitors will indicate saturation in the root zone which will allow operation of the irrigation system without overwatering and creating surface runoff. In the event there are areas where ponding does occur, that area will be re-graded to eliminate any ponding. A vector/rodent control plan shall be implemented for the term of the agricultural use.

On February 28, 2018, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15304 (minor alterations to land) of the California Code of Regulation (CEQA Guidelines), under the general rule that CEQA applies only to projects which have the potential for causing a significant



effect on the environment.

RECOMMENDATION: That the City Council adopt the draft resolution approving the minor Conditional Use Permit (PRC 2018-009-C) for commercial crop cultivation subject to conditions of approval.

ATTACHMENTS:       1.    Locator Map  
                          2.    Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

**AG**

201.3'

500'±

20' WATER LINE EASEMENT

EAST 1/4 CORNER  
SECTION 30-21/28

181.0'

590'±

**AG**

254-140-009  
PORTION OF LOT 18 OF MONACHE TRACT

**RURAL RESIDENTIAL**

178.6'

71.9'

143.2'

27.5'

57.9'

51.2'

48.5'

107.5'

405.8'

20'

58.2'

**HOLCOMB ST**

3357

**PUTNAM AVE**

**VACANT**

**SUBJECT SITE**

MORTON AVE

CONNER ST

PUTNAM AVE

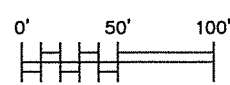
HOLCOMB ST

TULSA ST

OLIVE AVE

CITY  
COUNTY

CITY  
COUNTY



SCALE: 1" = 100'

**LOCATION MAP**  
NOT TO SCALE

RESOLUTION NO.\_\_\_\_-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A  
MINOR CONDITIONAL USE PERMIT (2018-009-C)  
FOR COMMERCIAL CROP CULTIVATION ON APPROXIMATELY 9.34± ACRES  
LOCATED GENERALLY NORTH OF PUTNAM AVENUE

WHEREAS: On March 20, 2018, the City Council of the City of Porterville at its regularly scheduled meeting, conducted a public hearing to consider approval of a Minor Conditional Use Permit to allow crop cultivation on land with a General Plan Land Use designation of Very Low Density Residential and zoned RS-1 (Very Low Density) residential. The subject site is generally located north of Putnam Avenue, where the prolongation of Morton Avenue and Holcomb Street would intersect; and

WHEREAS: Crop cultivation is permitted with a Minor Conditional Use Permit as determined by of the Porterville Development Ordinance (“PDO”) as an interim use secondary to its availability for urban development and shall be available for development as an urban use when market conditions improve; and

WHEREAS: The proposed Minor Conditional Use Permit is supported by the General Plan and Development Ordinance in that the proposed development is consistent with Section 301.06 of the Porterville Development Ordinance (Chapter 21 of the Porterville Municipal Code); and

WHEREAS: The water supply for the commercial crop will be supplied from the Pioneer Water Company. City water for irrigation purposes will not be allowed; and

WHEREAS: On February 28, 2018, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act as a minor alteration of land per §15304 of the California Code of Regulations; and

WHEREAS: The project site is currently undeveloped.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings:

1. The location, size, design, and operation 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, the Development Ordinance and with any other applicable plan adopted by the City Council.

The Ordinance enabling the City Council to approve Commercial Crop Cultivation in the Residential zone districts, subject to a Conditional Use Permit, was enacted March 20, 2012, to provide for an interim use of the land prior to permanent development activity being undertaken on the property. The zoning classification for the properties is RS-1 (Very

Low Density Residential). The General Plan and implementing Development Ordinance, adopted in 2008 and 2010 respectively, have anticipated growth to occur on the site through the year 2030. The Environmental Impact Report certified for the adoption of the General Plan included a statement of overriding conditions and findings of fact regarding the conversion of agricultural land. The approval of interim agricultural land use is in no way intended to mitigate or replace agricultural land that has or will be taken out of production. Due to the effects of “slow” development activity an interim use of the land provided for by the Crop Cultivation Ordinance is consistent with City policies.

2. The proposed citrus groves at the subject site suits the original intent of the Commercial Crop Cultivation ordinance by allowing on an interim basis an agricultural operation until the development market will support the intended development of the subject sites.
3. The terms of the Minor Conditional Use Permit shall be 15 years. If the applicant chooses to request a five-year extension from City Council, the request must be submitted to the Community Development Department not less than 60 days in advance of the expiration of the permit.
4. The City Council is the decision-making body for the project.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the Minor Conditional Use Permit for commercial crop cultivation of citrus groves for Assessor Parcel Number 254-140-009 (Exhibit “A”) subject to the following conditions:

1. 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. Approval of the grading and drainage plan is required prior to the planting of crops. Drainage calculations must be submitted to verify that historical drainage patterns are maintained through the existing properties, which in some cases, have already been altered. Altered drainage patterns are to be reestablished to maintain historical drainage patterns prior to the planting of crops.
2. The aerial application of fertilizers, pesticides, or other agricultural treatments is not allowed.
3. Prior to the application of pesticides, fungicides, or insecticides, notice will be given to all property owners within 300 feet of the parcel(s), and notice shall be posted on site along every 100 feet of street frontage. Notice shall be no smaller than 10” x 12” and with the word “Notice” in 80 point font.
4. Maintain a 20-foot wide drive aisle along the west and north boundary of the subject site, the existing drives on the east and south boundary of the adjacent planted sites will provide necessary access.

5. The applicant/property owner shall not enter into a Williamson Act contract or other agricultural preservation measure, whether for tax reduction or other purposes.
6. The vector/rodent control plan shall be implemented for the term of the agricultural use (Exhibit “B”).
7. The applicant shall indemnify the City of Porterville to the satisfaction of the City Attorney from and against any and all claims or legal recourse resulting from the agricultural operation.
8. At all times, the project shall be operated and maintained to comply with applicable Local, State, and Federal laws and regulations, including but not limited to Section 301.06 of the Porterville Development Ordinance.
9. The site shall at all times be kept free of litter and packaging materials. Temporary trash bins, if brought to the site during harvest periods, shall be kept within the twenty foot drive aisle or within the groves.
10. The drip line irrigation system for the orchard shall be maintained in good working order to prevent water runoff from the property.
11. Storage of hazardous materials, including fertilizers, herbicides, and pesticides, is prohibited on-site.
12. Equipment and vehicles related to the active farming operation of the site shall not be parked in the public right of way and vehicular circulation related to the use shall occur on-site.
13. The developer/applicant has identified the Pioneer Water Company as the water supply. Use of City water will not be allowed for this project.
14. In 2014, the Sustainable Groundwater Management Act (“SGMA”) was signed into law. SGMA allows local agencies to develop and create customizable Groundwater Sustainability Plans that fit their regional economic and environmental needs. The proposed site is located within the City limits and will ultimately be subject to the City’s Groundwater Sustainability Plan (which is currently under development). The City’s Groundwater Sustainability Plan will go into effect in 2020.
15. 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 and comply with CFC 2016 Section D102.1.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
Milt Stowe, Mayor

ATTEST:  
John D. Lollis, City Clerk

BY \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk

**AG**

201.3'

500'±

20' WATER LINE EASEMENT

EAST 1/4 CORNER  
SECTION 30-21/28

181.0'

590'±

**AG**

254-140-009  
PORTION OF LOT 18 OF MONACHE TRACT

**RURAL RESIDENTIAL**

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PUTNAM AVE

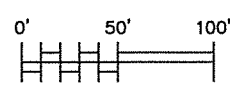
CONNER ST

HOLCOMB ST

TULSA ST

OLIVE AVE

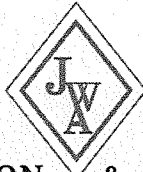
CITY COUNTY



SCALE: 1" = 100'

**LOCATION MAP**  
NOT TO SCALE





**JAMES WINTON & ASSOCIATES**

CIVIL ENGINEERING • PLANNING • LAND SURVEYING

150 West Morton Avenue  
Porterville, California 93257

(559) 781-2700  
Fax (559) 781-2689

January 23, 2018

Julie Phillips  
Planning Division  
City of Porterville  
291 North Main Street  
Porterville, CA 93257

RE: Laux Agricultural Use Permit – Syd-Lyn

Dear Julie,

I have reviewed the proposed irrigation system and cultural practices with Gary Laux as it relates to vector and rodent control. The proposed irrigation system will use Supernet emitters with a flow rate of 10 gallons per hour. The wetted area for the Supernet is 15 feet in diameter.

Based upon the emitter flow rate and pattern, the resulting application rate will be 0.09 inches per hour. For a 12 hour irrigation cycle, about 1.1 inches of water would be applied.

In addition to the control of the irrigation system, soil moisture monitors will indicate saturation in the root zone which will allow operation of the irrigation system without over watering and creating surface runoff. In the event that there are areas where ponding does occur, that area will be re-graded to eliminate any ponding.

At the point that a rodent infestation is identified, the area will be treated with pesticide, normally applied underground, also by a certified or licensed applicator in accordance with the California Department of Pesticide Regulation.

It should be recognized that the sensitivity to water supply and cost is the primary concern of the agricultural community. The methods for both the vector and rodent control outlined above are normal practices for the proposed farming operation.

In the event you need additional information, please let me know.

Regards,



Jeffery Cowart  
Civil Engineer

JSW/bg



## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Public Hearing to Receive Public Input Concerning District Maps for City Council Election District Boundaries and the Sequencing of Elections

**SOURCE:** Administrative Services

**COMMENT:** As the City Council is aware, in response to litigation challenging the City's at-large election process, the Council took action to transition to By-District elections for City Council Members, with direction to staff to commence the transition during the next Council election in November 2018. To assist in this process, the Council authorized the engagement of National Demographics Corporation ("NDC") to serve as the City's consultant in the drafting of the boundaries for the Council districts. Public hearings were held during October 2017 to receive public input on the criteria by which the maps would be drawn.

Commentary at the public hearings consisted of 1) a request to make copies of the draft maps large enough to be easily read; 2) to make the boundary lines easily identifiable; and 3) to change the number of City Council seats from five to seven, with two of the seats being elected at-large.

In addition to the public input received during the public hearings, NDC utilized other criteria traditionally used in creating boundaries, including: the consideration of visible natural and man-made boundaries, creating compact and contiguous districts, continuity of office for current Council Members, respect for voters' wishes, and "communities of interest," which is generally defined as a neighborhood or community of shared interests, views, problems, or characteristics. These could be school attendance areas, natural neighborhood dividing lines, such as highways, rivers, hills, etc., areas around parks or other neighborhood landmarks, common issues or legislative/election concerns, or shared demographic characteristics, such as similar levels of income, education, etc. When utilizing communities of interest in the drawing of district boundaries, consideration should be given to whether these communities of interest wish to be kept together in one district, or have multiple representatives.

This public hearing is the first of two to receive public input on the three draft district maps presented for consideration. For reference purposes, these maps will be identified as Green; Purple and Yellow.

In its review of the draft maps, staff has identified several areas of concern and recommends revisions, particularly with regard to the Proposed Election Sequences on each of the three maps, as well as with the proposed boundaries on the Purple Map, particularly with proposed Districts 3 and 5. Staff proposes

the following revisions be considered:

Green Map  
Election Sequences  
2018: Districts 1 and 2  
2020: Districts 3, 4 and 5

Purple Map  
District 3 includes the residences of both Council Members Hamilton and Flores. It is proposed that the boundaries be redrawn to separate them. The Election Sequences would then need to be updated to provide for Council Member Hamilton's term expiring in 2018.

Yellow Map  
Staff proposes to revise the Election Sequence as follows:  
2018: Districts 1 and 4  
2020: Districts 2, 3 and 5

Upon receipt of public comments and discussion by the Council, staff will work with NDC to make the requested boundary and sequence revisions and again publish the maps on the City's website and will bring the item back for the second public hearing scheduled for April 3rd.

RECOMMENDATION: That the City Council conduct the first of two public hearings to receive comments  
to consider the three proposed district maps depicting City Council district boundaries and the sequencing of elections;  
and provide direction to staff.

ATTACHMENTS:

1. Green Map
2. Green demographics
3. Purple Map
4. Purple demographics
5. Yellow Map
6. Yellow demographics

Appropriated/Funded:

Review By:

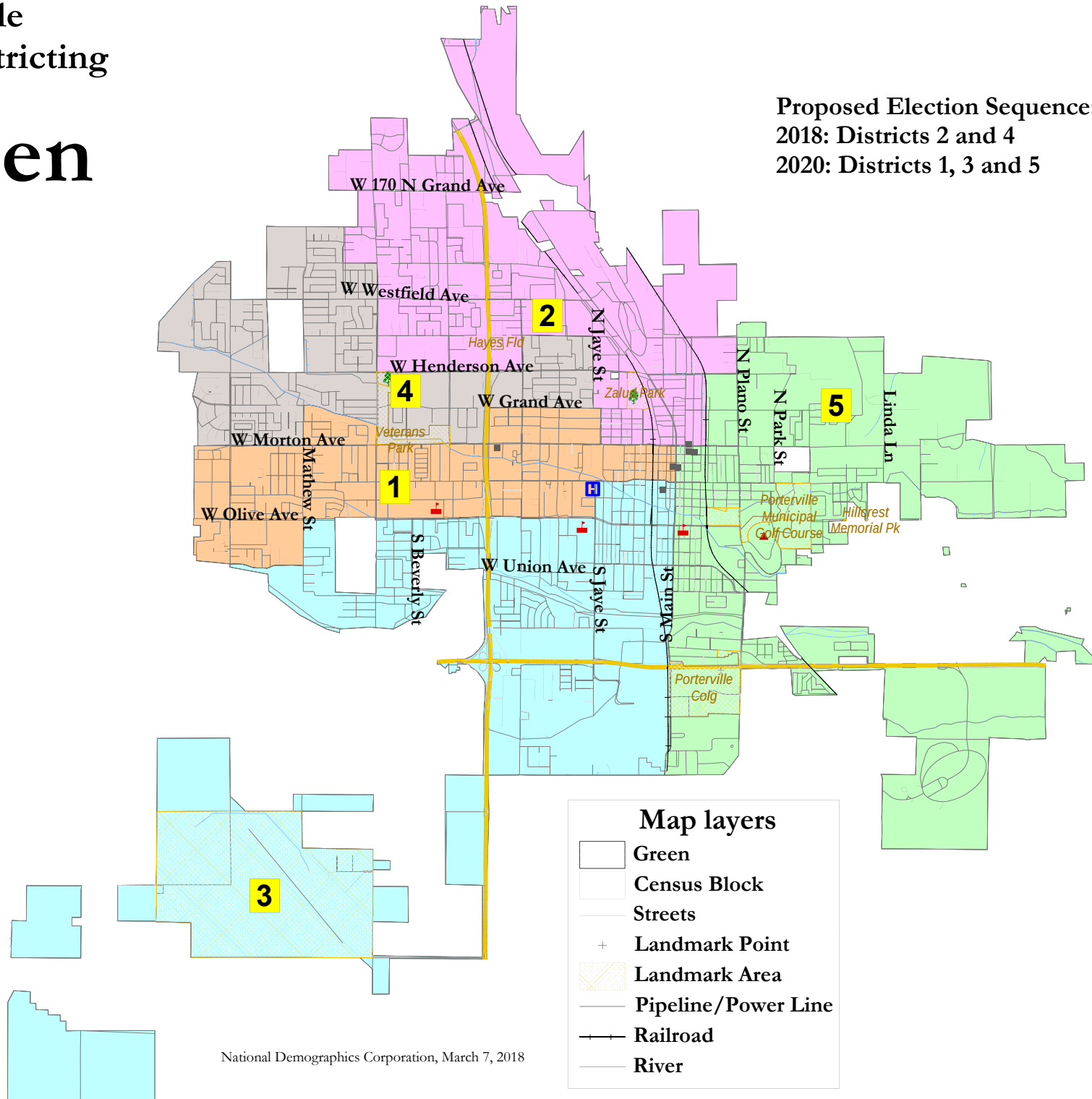
Department Director:  
Patrice Hildreth, Administrative Services Dir

Final Approver: Maria Bemis, Finance Director

# Porterville 2018 Districting

# Green

**Proposed Election Sequence:**  
2018: Districts 2 and 4  
2020: Districts 1, 3 and 5

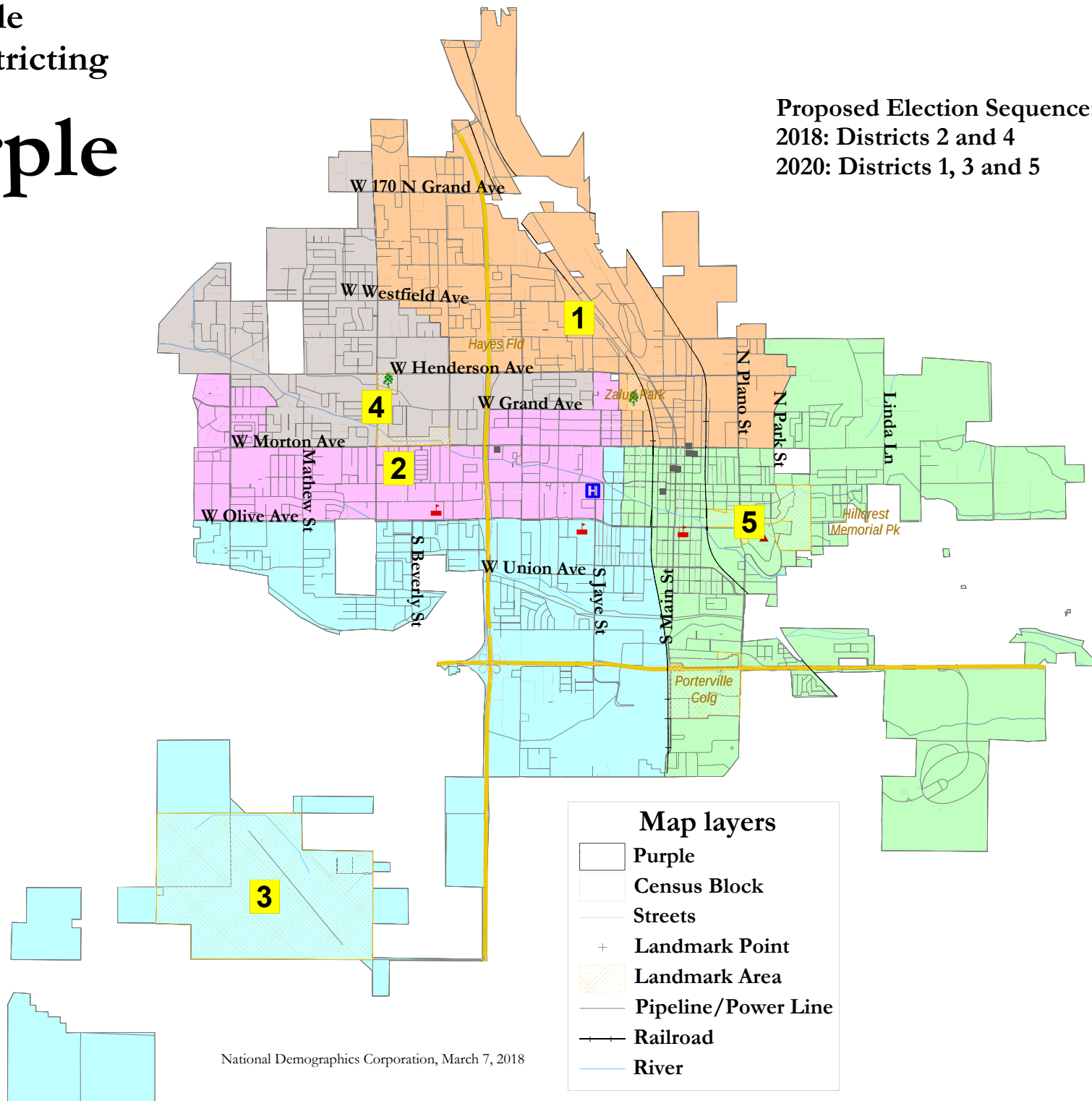


| Porterville City - Green Map                                                                                                                                                                                                                                                                                                                                       |                                   |        |        |        |        |        |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------|--------|--------|--------|--------|--------|
| District                                                                                                                                                                                                                                                                                                                                                           |                                   | 1      | 2      | 3      | 4      | 5      | Total  |
| <u>Ideal</u>                                                                                                                                                                                                                                                                                                                                                       | Total Pop                         | 11,848 | 11,406 | 11,808 | 11,931 | 11,646 | 58,639 |
| 11,728                                                                                                                                                                                                                                                                                                                                                             | Deviation from ideal              | 120    | -322   | 80     | 203    | -82    | 525    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Deviation                       | 1.02%  | -2.75% | 0.68%  | 1.73%  | -0.70% | 4.48%  |
| Total Pop                                                                                                                                                                                                                                                                                                                                                          | % Hisp                            | 57%    | 59%    | 72%    | 50%    | 70%    | 61%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White                        | 35%    | 34%    | 21%    | 39%    | 24%    | 31%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 1%     | 1%     | 1%     | 1%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-American                  | 5%     | 4%     | 4%     | 9%     | 2%     | 5%     |
| Citizen Voting Age Pop                                                                                                                                                                                                                                                                                                                                             | Total                             | 6,606  | 6,716  | 5,338  | 7,754  | 5,886  | 32,301 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Hisp                            | 51%    | 51%    | 62%    | 40%    | 56%    | 51%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White                        | 41%    | 44%    | 32%    | 50%    | 37%    | 41%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 2%     | 2%     | 0%     | 1%     | 2%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian/Pac.Isl.                  | 6%     | 3%     | 5%     | 9%     | 3%     | 5%     |
| Voter Registration (Nov 2016)                                                                                                                                                                                                                                                                                                                                      | Total                             | 3,595  | 3,971  | 3,159  | 4,964  | 2,792  | 18,480 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino est.                     | 39%    | 38%    | 31%    | 40%    | 34%    | 37%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 22%    | 23%    | 25%    | 22%    | 24%    | 23%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 5%     | 5%     | 5%     | 5%     | 5%     | 5%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 53%    | 49%    | 38%    | 55%    | 52%    | 50%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 2%     | 4%     | 0%     | 1%     | 1%     | 2%     |
| Voter Turnout (Nov 2016)                                                                                                                                                                                                                                                                                                                                           | Total                             | 2,567  | 2,728  | 2,088  | 3,605  | 1,895  | 12,884 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino                          | 41%    | 39%    | 31%    | 43%    | 35%    | 39%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 18%    | 18%    | 21%    | 18%    | 20%    | 19%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 4%     | 5%     | 4%     | 4%     | 5%     | 4%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 58%    | 54%    | 42%    | 59%    | 58%    | 55%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 3%     | 4%     | 0%     | 1%     | 1%     | 2%     |
| Voter Turnout (Nov 2014)                                                                                                                                                                                                                                                                                                                                           | Total                             | 1,395  | 1,605  | 1,103  | 2,087  | 874    | 7,065  |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino                          | 31%    | 31%    | 48%    | 30%    | 49%    | 36%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 1%     | 1%     | 1%     | 2%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 1%     | 1%     | 2%     | 2%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 64%    | 63%    | 42%    | 64%    | 44%    | 58%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black est.                   | 0%     | 2%     | 0%     | 1%     | 1%     | 1%     |
| ACS Pop. Est.                                                                                                                                                                                                                                                                                                                                                      | Total                             | 11,708 | 12,359 | 11,670 | 12,387 | 11,526 | 59,651 |
| Age                                                                                                                                                                                                                                                                                                                                                                | age0-19                           | 36%    | 37%    | 37%    | 37%    | 34%    | 36%    |
|                                                                                                                                                                                                                                                                                                                                                                    | age20-60                          | 48%    | 50%    | 49%    | 47%    | 51%    | 49%    |
|                                                                                                                                                                                                                                                                                                                                                                    | age60plus                         | 16%    | 14%    | 14%    | 15%    | 15%    | 15%    |
| Immigration                                                                                                                                                                                                                                                                                                                                                        | immigrants                        | 18%    | 18%    | 27%    | 18%    | 29%    | 22%    |
|                                                                                                                                                                                                                                                                                                                                                                    | naturalized                       | 43%    | 41%    | 29%    | 51%    | 28%    | 37%    |
| Language spoken at home                                                                                                                                                                                                                                                                                                                                            | english                           | 50%    | 50%    | 34%    | 54%    | 35%    | 45%    |
|                                                                                                                                                                                                                                                                                                                                                                    | spanish                           | 44%    | 48%    | 63%    | 41%    | 63%    | 52%    |
|                                                                                                                                                                                                                                                                                                                                                                    | asian-lang                        | 5%     | 2%     | 3%     | 4%     | 2%     | 3%     |
|                                                                                                                                                                                                                                                                                                                                                                    | other lang                        | 1%     | 1%     | 0%     | 2%     | 0%     | 1%     |
| Language Fluency                                                                                                                                                                                                                                                                                                                                                   | Speaks Eng. "Less than Very Well" | 21%    | 16%    | 33%    | 16%    | 32%    | 23%    |
| Education (among those age 25+)                                                                                                                                                                                                                                                                                                                                    | hs-grad                           | 60%    | 62%    | 51%    | 61%    | 46%    | 56%    |
|                                                                                                                                                                                                                                                                                                                                                                    | bachelor                          | 7%     | 9%     | 4%     | 9%     | 4%     | 7%     |
|                                                                                                                                                                                                                                                                                                                                                                    | graduatedegree                    | 4%     | 5%     | 2%     | 5%     | 2%     | 3%     |
| Child in Household                                                                                                                                                                                                                                                                                                                                                 | child-under18                     | 40%    | 50%    | 45%    | 48%    | 44%    | 45%    |
| Pct of Pop. Age 16+                                                                                                                                                                                                                                                                                                                                                | employed                          | 49%    | 54%    | 49%    | 53%    | 45%    | 50%    |
| Household Income                                                                                                                                                                                                                                                                                                                                                   | income 0-25k                      | 36%    | 22%    | 43%    | 23%    | 42%    | 33%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 25-50k                     | 26%    | 29%    | 31%    | 28%    | 32%    | 29%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 50-75k                     | 18%    | 19%    | 12%    | 18%    | 14%    | 16%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 75-200k                    | 19%    | 27%    | 13%    | 29%    | 11%    | 20%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 200k-plus                  | 1%     | 3%     | 1%     | 3%     | 1%     | 2%     |
| Housing Stats                                                                                                                                                                                                                                                                                                                                                      | single family                     | 74%    | 83%    | 74%    | 88%    | 80%    | 80%    |
|                                                                                                                                                                                                                                                                                                                                                                    | multi-family                      | 26%    | 17%    | 26%    | 12%    | 20%    | 20%    |
|                                                                                                                                                                                                                                                                                                                                                                    | rented                            | 50%    | 39%    | 58%    | 34%    | 54%    | 47%    |
|                                                                                                                                                                                                                                                                                                                                                                    | owned                             | 50%    | 61%    | 42%    | 66%    | 46%    | 53%    |
| Total population data from the 2010 Decennial Census.                                                                                                                                                                                                                                                                                                              |                                   |        |        |        |        |        |        |
| Surname-based Voter Registration and Turnout data from the California Statewide Database.                                                                                                                                                                                                                                                                          |                                   |        |        |        |        |        |        |
| Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data. |                                   |        |        |        |        |        |        |

# Porterville 2018 Districting

## Purple

**Proposed Election Sequence:**  
2018: Districts 2 and 4  
2020: Districts 1, 3 and 5



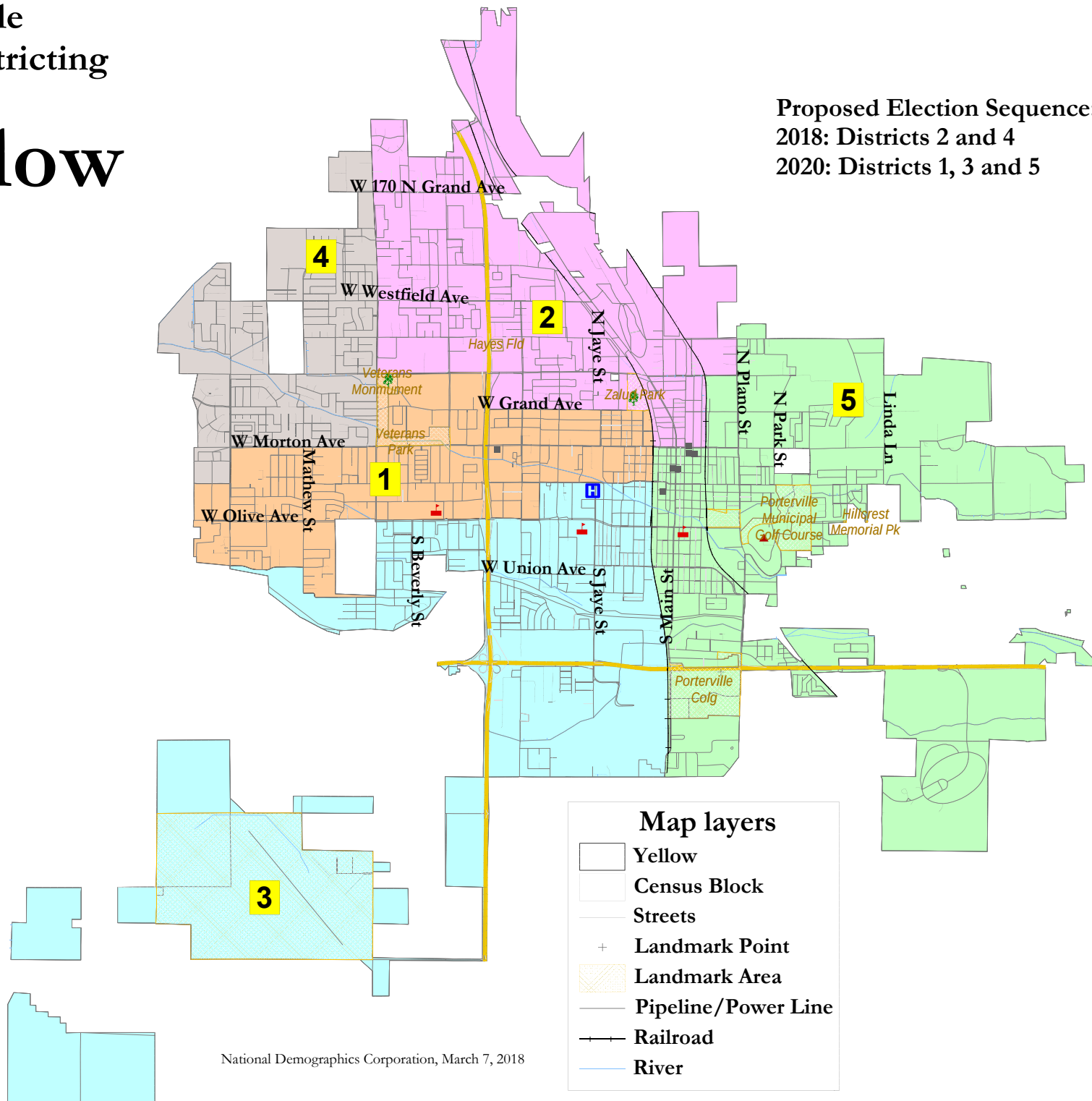
| Porterville City - Purple Map                                                                                                                                                                                                                                                                                                                                      |                                   |        |        |        |        |        |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------|--------|--------|--------|--------|--------|
| District                                                                                                                                                                                                                                                                                                                                                           |                                   | 1      | 2      | 3      | 4      | 5      | Total  |
| Ideal                                                                                                                                                                                                                                                                                                                                                              | Total Pop                         | 11,443 | 11,729 | 11,846 | 11,723 | 11,898 | 58,639 |
| 11,728                                                                                                                                                                                                                                                                                                                                                             | Deviation from ideal              | -285   | 1      | 118    | -5     | 170    | 455    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Deviation                       | -2.43% | 0.01%  | 1.01%  | -0.04% | 1.45%  | 3.88%  |
| Total Pop                                                                                                                                                                                                                                                                                                                                                          | % Hisp                            | 59%    | 57%    | 69%    | 52%    | 70%    | 61%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White                        | 34%    | 36%    | 23%    | 37%    | 24%    | 31%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 1%     | 1%     | 1%     | 1%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-American                  | 4%     | 5%     | 5%     | 8%     | 2%     | 5%     |
| Citizen Voting Age Pop                                                                                                                                                                                                                                                                                                                                             | Total                             | 6,649  | 6,555  | 5,438  | 7,558  | 6,101  | 32,301 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Hisp                            | 50%    | 50%    | 59%    | 43%    | 57%    | 51%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White                        | 44%    | 41%    | 35%    | 48%    | 36%    | 41%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 2%     | 2%     | 0%     | 1%     | 2%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian/Pac.Isl.                  | 3%     | 6%     | 6%     | 7%     | 3%     | 5%     |
| Voter Registration (Nov 2016)                                                                                                                                                                                                                                                                                                                                      | Total                             | 4,043  | 3,555  | 3,342  | 4,750  | 2,790  | 18,480 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino est.                     | 37%    | 37%    | 34%    | 40%    | 34%    | 37%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 23%    | 23%    | 24%    | 22%    | 24%    | 23%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 5%     | 5%     | 5%     | 4%     | 5%     | 5%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 50%    | 53%    | 40%    | 55%    | 51%    | 50%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 3%     | 2%     | 0%     | 1%     | 1%     | 2%     |
| Voter Turnout (Nov 2016)                                                                                                                                                                                                                                                                                                                                           | Total                             | 2,777  | 2,493  | 2,282  | 3,440  | 1,892  | 12,884 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino                          | 38%    | 40%    | 34%    | 43%    | 35%    | 39%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 19%    | 18%    | 20%    | 18%    | 20%    | 19%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 5%     | 4%     | 5%     | 4%     | 4%     | 4%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 55%    | 57%    | 44%    | 59%    | 57%    | 55%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 3%     | 3%     | 0%     | 1%     | 2%     | 2%     |
| Voter Turnout (Nov 2014)                                                                                                                                                                                                                                                                                                                                           | Total                             | 1,542  | 1,392  | 1,227  | 1,995  | 909    | 7,065  |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino                          | 31%    | 32%    | 44%    | 32%    | 48%    | 36%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 1%     | 1%     | 1%     | 2%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 1%     | 1%     | 2%     | 2%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 63%    | 64%    | 49%    | 62%    | 43%    | 58%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black est.                   | 2%     | 0%     | 0%     | 1%     | 1%     | 1%     |
| ACS Pop. Est.                                                                                                                                                                                                                                                                                                                                                      | Total                             | 12,354 | 11,600 | 11,632 | 12,207 | 11,858 | 59,651 |
| Age                                                                                                                                                                                                                                                                                                                                                                | age0-19                           | 37%    | 36%    | 37%    | 37%    | 34%    | 36%    |
|                                                                                                                                                                                                                                                                                                                                                                    | age20-60                          | 50%    | 48%    | 49%    | 47%    | 51%    | 49%    |
|                                                                                                                                                                                                                                                                                                                                                                    | age60plus                         | 13%    | 16%    | 14%    | 15%    | 14%    | 15%    |
| Immigration                                                                                                                                                                                                                                                                                                                                                        | immigrants                        | 18%    | 18%    | 27%    | 17%    | 29%    | 22%    |
|                                                                                                                                                                                                                                                                                                                                                                    | naturalized                       | 38%    | 43%    | 29%    | 54%    | 27%    | 37%    |
| Language spoken at home                                                                                                                                                                                                                                                                                                                                            | english                           | 49%    | 51%    | 34%    | 54%    | 35%    | 45%    |
|                                                                                                                                                                                                                                                                                                                                                                    | spanish                           | 49%    | 43%    | 62%    | 41%    | 63%    | 52%    |
|                                                                                                                                                                                                                                                                                                                                                                    | asian-lang                        | 2%     | 4%     | 3%     | 4%     | 2%     | 3%     |
|                                                                                                                                                                                                                                                                                                                                                                    | other lang                        | 1%     | 2%     | 1%     | 2%     | 0%     | 1%     |
| Language Fluency                                                                                                                                                                                                                                                                                                                                                   | Speaks Eng. "Less than Very Well" | 17%    | 20%    | 33%    | 15%    | 32%    | 23%    |
| Education (among those age 25+)                                                                                                                                                                                                                                                                                                                                    | hs-grad                           | 61%    | 60%    | 51%    | 61%    | 47%    | 56%    |
|                                                                                                                                                                                                                                                                                                                                                                    | bachelor                          | 8%     | 7%     | 4%     | 10%    | 4%     | 7%     |
|                                                                                                                                                                                                                                                                                                                                                                    | graduatedegree                    | 4%     | 4%     | 2%     | 5%     | 2%     | 3%     |
| Child in Household                                                                                                                                                                                                                                                                                                                                                 | child-under18                     | 49%    | 40%    | 46%    | 49%    | 43%    | 45%    |
| Pct of Pop. Age 16+                                                                                                                                                                                                                                                                                                                                                | employed                          | 54%    | 49%    | 50%    | 53%    | 45%    | 50%    |
| Household Income                                                                                                                                                                                                                                                                                                                                                   | income 0-25k                      | 23%    | 35%    | 41%    | 22%    | 44%    | 33%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 25-50k                     | 30%    | 26%    | 31%    | 27%    | 31%    | 29%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 50-75k                     | 19%    | 18%    | 12%    | 17%    | 14%    | 16%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 75-200k                    | 25%    | 20%    | 14%    | 30%    | 10%    | 20%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 200k-plus                  | 2%     | 1%     | 1%     | 3%     | 1%     | 2%     |
| Housing Stats                                                                                                                                                                                                                                                                                                                                                      | single family                     | 82%    | 75%    | 76%    | 89%    | 77%    | 80%    |
|                                                                                                                                                                                                                                                                                                                                                                    | multi-family                      | 18%    | 25%    | 24%    | 11%    | 23%    | 20%    |
|                                                                                                                                                                                                                                                                                                                                                                    | rented                            | 40%    | 49%    | 56%    | 33%    | 57%    | 47%    |
|                                                                                                                                                                                                                                                                                                                                                                    | owned                             | 60%    | 51%    | 44%    | 67%    | 43%    | 53%    |
| Total population data from the 2010 Decennial Census.                                                                                                                                                                                                                                                                                                              |                                   |        |        |        |        |        |        |
| Surname-based Voter Registration and Turnout data from the California Statewide Database.                                                                                                                                                                                                                                                                          |                                   |        |        |        |        |        |        |
| Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data. |                                   |        |        |        |        |        |        |



# Porterville 2018 Districting

# Yellow

**Proposed Election Sequence:**  
2018: Districts 2 and 4  
2020: Districts 1, 3 and 5



| Porterville City - Yellow Map                                                                                                                                                                                                                                                                                                                                      |                                   |        |        |        |        |        |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------|--------|--------|--------|--------|--------|
| District                                                                                                                                                                                                                                                                                                                                                           |                                   | 1      | 2      | 3      | 4      | 5      | Total  |
| Ideal                                                                                                                                                                                                                                                                                                                                                              | Total Pop                         | 11,928 | 11,868 | 11,642 | 11,372 | 11,829 | 58,639 |
| 11,728                                                                                                                                                                                                                                                                                                                                                             | Deviation from ideal              | 200    | 140    | -86    | -356   | 101    | 556    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Deviation                       | 1.71%  | 1.19%  | -0.73% | -3.04% | 0.86%  | 4.74%  |
| Total Pop                                                                                                                                                                                                                                                                                                                                                          | % Hisp                            | 56%    | 57%    | 73%    | 51%    | 70%    | 61%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White                        | 36%    | 36%    | 21%    | 37%    | 24%    | 31%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 1%     | 1%     | 1%     | 1%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-American                  | 5%     | 4%     | 4%     | 9%     | 2%     | 5%     |
| Citizen Voting Age Pop                                                                                                                                                                                                                                                                                                                                             | Total                             | 6,667  | 7,288  | 5,288  | 7,057  | 6,000  | 32,301 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Hisp                            | 50%    | 50%    | 63%    | 41%    | 56%    | 51%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White                        | 41%    | 45%    | 31%    | 49%    | 37%    | 41%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 2%     | 3%     | 0%     | 0%     | 2%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian/Pac.Isl.                  | 6%     | 3%     | 5%     | 10%    | 3%     | 5%     |
| Voter Registration (Nov 2016)                                                                                                                                                                                                                                                                                                                                      | Total                             | 3,540  | 4,367  | 3,031  | 4,682  | 2,860  | 18,480 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino est.                     | 39%    | 38%    | 31%    | 41%    | 34%    | 37%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 22%    | 23%    | 25%    | 21%    | 24%    | 23%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 5%     | 5%     | 5%     | 4%     | 5%     | 5%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 53%    | 49%    | 38%    | 56%    | 51%    | 50%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 3%     | 4%     | 0%     | 1%     | 1%     | 2%     |
| Voter Turnout (Nov 2016)                                                                                                                                                                                                                                                                                                                                           | Total                             | 2,531  | 3,026  | 1,988  | 3,396  | 1,942  | 12,884 |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino                          | 41%    | 39%    | 30%    | 44%    | 35%    | 39%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 18%    | 19%    | 21%    | 17%    | 20%    | 19%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 5%     | 5%     | 4%     | 4%     | 5%     | 4%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 57%    | 54%    | 42%    | 60%    | 57%    | 55%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black                        | 3%     | 4%     | 0%     | 1%     | 1%     | 2%     |
| Voter Turnout (Nov 2014)                                                                                                                                                                                                                                                                                                                                           | Total                             | 1,334  | 1,782  | 1,072  | 1,977  | 900    | 7,065  |
|                                                                                                                                                                                                                                                                                                                                                                    | % Latino                          | 31%    | 29%    | 49%    | 32%    | 49%    | 36%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % Asian-Surnamed                  | 1%     | 1%     | 1%     | 2%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % Filipino-Surnamed               | 1%     | 1%     | 2%     | 2%     | 1%     | 1%     |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH White est.                   | 65%    | 65%    | 41%    | 62%    | 43%    | 58%    |
|                                                                                                                                                                                                                                                                                                                                                                    | % NH Black est.                   | 0%     | 2%     | 0%     | 1%     | 1%     | 1%     |
| ACS Pop. Est.                                                                                                                                                                                                                                                                                                                                                      | Total                             | 11,846 | 12,846 | 11,510 | 11,735 | 11,713 | 59,651 |
| Age                                                                                                                                                                                                                                                                                                                                                                | age0-19                           | 36%    | 37%    | 37%    | 37%    | 34%    | 36%    |
|                                                                                                                                                                                                                                                                                                                                                                    | age20-60                          | 48%    | 50%    | 49%    | 47%    | 51%    | 49%    |
|                                                                                                                                                                                                                                                                                                                                                                    | age60plus                         | 16%    | 13%    | 14%    | 16%    | 15%    | 15%    |
| Immigration                                                                                                                                                                                                                                                                                                                                                        | immigrants                        | 19%    | 18%    | 27%    | 17%    | 29%    | 22%    |
|                                                                                                                                                                                                                                                                                                                                                                    | naturalized                       | 40%    | 38%    | 29%    | 57%    | 28%    | 37%    |
| Language spoken at home                                                                                                                                                                                                                                                                                                                                            | english                           | 48%    | 49%    | 34%    | 56%    | 35%    | 45%    |
|                                                                                                                                                                                                                                                                                                                                                                    | spanish                           | 46%    | 48%    | 63%    | 39%    | 63%    | 52%    |
|                                                                                                                                                                                                                                                                                                                                                                    | asian-lang                        | 5%     | 2%     | 2%     | 4%     | 2%     | 3%     |
|                                                                                                                                                                                                                                                                                                                                                                    | other lang                        | 1%     | 1%     | 0%     | 2%     | 0%     | 1%     |
| Language Fluency                                                                                                                                                                                                                                                                                                                                                   | Speaks Eng. "Less than Very Well" | 22%    | 16%    | 33%    | 15%    | 32%    | 23%    |
| Education (among those age 25+)                                                                                                                                                                                                                                                                                                                                    | hs-grad                           | 60%    | 62%    | 52%    | 61%    | 46%    | 56%    |
|                                                                                                                                                                                                                                                                                                                                                                    | bachelor                          | 7%     | 9%     | 4%     | 10%    | 4%     | 7%     |
|                                                                                                                                                                                                                                                                                                                                                                    | graduatedegree                    | 4%     | 5%     | 2%     | 6%     | 2%     | 3%     |
| Child in Household                                                                                                                                                                                                                                                                                                                                                 | child-under18                     | 40%    | 49%    | 45%    | 49%    | 44%    | 45%    |
| Pct of Pop. Age 16+                                                                                                                                                                                                                                                                                                                                                | employed                          | 48%    | 55%    | 49%    | 51%    | 45%    | 50%    |
| Household Income                                                                                                                                                                                                                                                                                                                                                   | income 0-25k                      | 36%    | 20%    | 44%    | 23%    | 42%    | 33%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 25-50k                     | 27%    | 30%    | 31%    | 26%    | 32%    | 29%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 50-75k                     | 18%    | 20%    | 12%    | 17%    | 14%    | 16%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 75-200k                    | 18%    | 27%    | 12%    | 31%    | 11%    | 20%    |
|                                                                                                                                                                                                                                                                                                                                                                    | income 200k-plus                  | 1%     | 3%     | 1%     | 3%     | 1%     | 2%     |
| Housing Stats                                                                                                                                                                                                                                                                                                                                                      | single family                     | 74%    | 83%    | 72%    | 90%    | 79%    | 80%    |
|                                                                                                                                                                                                                                                                                                                                                                    | multi-family                      | 26%    | 17%    | 28%    | 10%    | 21%    | 20%    |
|                                                                                                                                                                                                                                                                                                                                                                    | rented                            | 51%    | 38%    | 59%    | 31%    | 55%    | 47%    |
|                                                                                                                                                                                                                                                                                                                                                                    | owned                             | 49%    | 62%    | 41%    | 69%    | 45%    | 53%    |
| Total population data from the 2010 Decennial Census.                                                                                                                                                                                                                                                                                                              |                                   |        |        |        |        |        |        |
| Surname-based Voter Registration and Turnout data from the California Statewide Database.                                                                                                                                                                                                                                                                          |                                   |        |        |        |        |        |        |
| Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data. |                                   |        |        |        |        |        |        |



## CITY COUNCIL AGENDA – MARCH 20, 2018

**SUBJECT:** Authorization for Travel by City Representatives to Washington D.C. to Meet with Congressman McCarthy Regarding the Relocation of Eagle Mountain Casino

**SOURCE:** City Manager's Office

**COMMENT:** As Council is aware, the Tule River Tribe has initiated both the Federal and State regulatory process toward the relocation of Eagle Mountain Casino to its 40-acres west of the Porterville Municipal Airport within the city of Porterville. The Tule River Tribe has scheduled a meeting with Congressman Kevin McCarthy and Staff to take place in Washington D.C. on April 12th, 2018; and have requested that Council Member Monte Reyes and Fire Chief Dave LaPere accompany tribal representatives to the meeting to discuss the relocation of the casino.

If travel is approved by the Council, it is recommended that a preliminary amount of \$5,000 be allocated to support necessary travel expenses, with the Special Purposes Fund as the designated funding source given the specific nature of the meetings.

**RECOMMENDATION:** That the City Council:

1. Authorize the travel of Council Member Monte Reyes and Fire Chief Dave LaPere to Washington D.C.; and
2. Appropriate \$5,000 from the Special Purposes Fund for anticipated travel expenses.

**ATTACHMENTS:**

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Maria Bemis, Finance Director