



**CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
AUGUST 7, 2018, 5:30 PM**

Call to Order

Roll Call

**ORAL COMMUNICATIONS**

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

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 251-350-014. Agency Negotiator: John Lollis. 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: APNs: 253-050-093 and 253-050-089. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and James Gregory Shelton. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 261-122-004; 261-122-005; 261-122-006; and 261-122-007. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Cornerstone Main Partners LP. Under Negotiation: Terms and Price.
- 4** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Management & Confidential Series; Porterville City Employees Association; Public Safety Support Unit; and all Unrepresented Management Employees.
- 5** - Government Code Section 54956.95 – Liability Claim: Claimant: Ryan Monk. Agency claimed against: City of Porterville.
- 6** - Government Code Section 54956.95 – Liability Claim: Claimant: Daniel Jacuinde. Agency claimed against: City of Porterville.
- 7** - Government Code Section 54956.95 – Liability Claims: Claimants: Isidro Flores, Monica Flores, and Isabella Flores. Agency claimed against: City of Porterville.
- 8** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Greg L. Woodard and Cinda D. Woodard, Trustees of the Woodard Family Revocable Trust of August 10, 2006, Tulare County Superior Court Case No. 273165.

- 9 - 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.
- 10 - 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 Monte Reyes  
Invocation

**AB 1234 REPORTS**

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

1. Council of Cities - July 18, 2018
2. Tulare County Economic Development Corp. (TCEDC) - July 26, 2018
3. Eastern Tule Groundwater Sustainability Agency (GSA) - August 2, 2018

**REPORTS**

This is the time for all staff informational items.

- I. Staff Informational Reports
  1. Report on Charitable Car Washes
  2. Code Enforcement Quarterly Report
  3. Golf Course 4th Quarter Report - FY 2017/18
  4. OHV Park 4th Quarter Report - FY 2017/18
  5. City Commission and Committee Attendance Reports - 4th Quarter FY 2017/18
  6. Building Permit Activity - 4th Quarter Report (April, May, June)
  7. Street Performance Measure - 4th Quarterly Report (April, May, June)

**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 May 15, 2018**  
Re: Considering approval of the draft minutes of May 15, 2018.
2. **Request to Purchase Police Vehicle**  
Re: Considering approval to purchase one (1) police vehicle from Three-Way Chevrolet for a total cost of \$29,757.35.
3. **Authorization to Purchase Electronic Fareboxes for Electric Transit Buses**  
Re: Considering approval of a resolution authorizing the purchase of an electronic farebox system from Genfare of Elk Grove Village, IL in an amount to not exceed \$185,889.72.
4. **Consideration of Youth Experiencing Success (YES) Program Agreement and Request for Expansion**  
Re: Considering approval of a draft agreement between the City of Porterville and Porterville Unified School District for the administration and operations of the after-school program; and approving a budget adjustment to accommodate the program expansion.
5. **Authorization to Apply for FTA Section 5311 Program Funding**  
Re: Considering approval of a resolution authorizing staff to act on behalf of the City to apply for FTA Section 5311 financial assistance.
6. **Selection of On-call Environmental Consultants**  
Re: Considering authorization to negotiate on-call contracts with AES, Crawford & Bowen, LSA, and Provost & Pritchard Consulting Group.
7. **Request for an Extension of Time for Salazar Ranch**  
Re: Considering adoption of a resolution approving a 24-month extension of time for the Salazar Ranch Tentative Subdivision Map, generally located east of Newcomb Street and south of North Grand Avenue.
8. **Quarterly Portfolio Summary**  
Re: Acceptance of the quarterly Portfolio Summary Report that reflects the investment portfolio of the City of Porterville as of June 30, 2018.

9. **Preliminary Financial Status Reports**  
Re: Considering acceptance of the preliminary financial status reports for the year ended June 30, 2018.
10. **Approval for Community Civic Event - Family Health Care Network - 18th Annual Health Fair and Fiestas Patrias - September 16, 2018**  
Re: Considering approval of an event to take place on Sunday, September 16, 2018, from 12:00 am to 6:00 pm., at Centennial Park, and the closure of Main Street, between Thurman Avenue and Cleveland Avenue, and Cleveland Avenue between Second Street and Main Street.
11. **Approval for Community Civic Event - American Cancer Society - Porterville Relay for Life - 20th Year Ribbon Cutting and Proclamation - August 23, 2018**  
Re: Considering approval of an event to take place at Centennial Park, on Thursday, August 23, 2018, from 10:00 a.m. to 12:00 p.m.
12. **Status and Review of Declaration of Local Emergency**  
Re: Considering approval 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**

13. **Consideration of Items Necessary to Place a General Purposes Ballot Measure on the November 2018 Election**  
Re: Considering the placement of a general purpose revenue measure on the November 6, 2018 ballot for consideration by the voters; and approval of an amendment to the agreement for services with Lew Edwards Group in amount not to exceed \$24,000.

### **SECOND READINGS**

14. **Second Reading - Ordinance No. 1848 - Nuisances Related to Shopping Carts**  
Re: Second Reading of Ordinance No. 1848, adding Article X to Chapter 18 of the Porterville Municipal Code as it relates to reduction of nuisance and blight related to shopping carts, and prohibiting the removal of shopping carts from the premises of the business that they serve, which was given first reading on July 17, 2018, and has been printed.

### **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 August 21, 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 – AUGUST 7, 2018

SUBJECT: 1. Report on Charitable Car Washes

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four car washes by a charitable organization in a calendar year.

For the period of January 1 to June 30, 2018, there were no charitable car wash applications received or permits issued.

RECOMMENDATION: Information only.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



## CITY COUNCIL AGENDA – AUGUST 7, 2018

SUBJECT: 2. Code Enforcement Quarterly Report

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between April 1 and June 30, 2018. During this 4th quarter of fiscal year 2017/2018, each department of the City contributed toward recording 873 code enforcement issues. Of these, 463 were corrected and 410 were continued into the 1st quarter of 2018/2019 for additional corrective action. The Code Enforcement Division issued 103 Administrative Citations.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Code Enforcement FY 17-18 Q4

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 4, FY 17-18

| Q4 Code Enforcement Activity                          | # Requests | # Completed | % Closed |
|-------------------------------------------------------|------------|-------------|----------|
| Abandoned Vehicle (Street)                            | 32         | 31          | 96.88%   |
| Animal Control Services                               | 1          | 1           | 100.00%  |
| Animals- agricultural animals                         | 2          | 2           | 100.00%  |
| Animals- barking dogs                                 | 8          | 8           | 100.00%  |
| Animals- keeping too many or unauthorized species     | 4          | 4           | 100.00%  |
| Animals- roosters                                     | 3          | 3           | 100.00%  |
| Anonymous Crime Tip                                   | 10         | 8           | 80.00%   |
| Building Department/ Permits                          | 18         | 5           | 27.78%   |
| Business License Inquiries                            | 2          | 1           | 50.00%   |
| Can Replacement / Repair                              | 10         | 8           | 80.00%   |
| CEO, Building permit check                            | 10         | 10          | 100.00%  |
| CEO, Business License                                 | 8          | 6           | 75.00%   |
| CEO, Sign Removal                                     | 41         | 41          | 100.00%  |
| Code Enforcement, General                             | 22         | 10          | 45.45%   |
| Community Development, General or MULTIPLE violations | 4          | 1           | 25.00%   |
| Engineering                                           | 8          | 3           | 37.50%   |
| Fences and freestanding walls                         | 2          | 0           | 0.00%    |
| Fire Hazard                                           | 1          | 0           | 0.00%    |
| Fire Lane Blocked                                     | 2          | 2           | 100.00%  |
| Garbage Collection/ Illegal Dumping                   | 15         | 11          | 73.33%   |
| Health Hazard                                         | 25         | 11          | 44.00%   |
| Housing Issue (Structure Related)                     | 2          | 0           | 0.00%    |
| Itinerant Vendor, Solicitor, Peddler                  | 17         | 17          | 100.00%  |
| Landscaping/trees- private property                   | 13         | 1           | 7.69%    |
| Meter Request                                         | 38         | 17          | 44.74%   |
| Neglected property/trash & debris                     | 16         | 1           | 6.25%    |
| Outdoor Storage                                       | 2          | 0           | 0.00%    |
| Parking Issue                                         | 1          | 1           | 100.00%  |
| Parks                                                 | 12         | 12          | 100.00%  |
| Police/ Traffic Enforcement                           | 21         | 20          | 95.24%   |
| Potholes                                              | 25         | 21          | 84.00%   |
| Report Leak                                           | 2          | 2           | 100.00%  |
| Sidewalk Condition                                    | 6          | 3           | 50.00%   |
| Signs- illegal/prohibited                             | 1          | 0           | 0.00%    |
| Signs- in public right of way                         | 1          | 0           | 0.00%    |
| Signs- other                                          | 5          | 3           | 60.00%   |
| Stop Light Issue                                      | 4          | 4           | 100.00%  |
| Street Light Issue                                    | 7          | 3           | 42.86%   |
| Vehicles- inoperable vehicles                         | 30         | 12          | 40.00%   |

| Administrative Citations | Q1 | Q2 | Q3 | Q4 | Total    |
|--------------------------|----|----|----|----|----------|
| \$100                    | 58 | 16 | 6  | 74 | \$15,400 |
| \$200                    | 5  | 3  | 2  | 5  | \$3,000  |
| \$500                    | 11 | 6  | 0  | 18 | \$17,500 |
| \$1,000                  | 7  | 3  | 0  | 6  | \$16,000 |
| \$1,500                  | 14 | 4  | 0  | 0  | \$27,000 |
| FY 17-18 Total Assesment |    |    |    |    | \$78,900 |

| Medical Cannabis           | Q1 | Q2 | Q3 | Q4 | Total |
|----------------------------|----|----|----|----|-------|
| Approved Permits           | 0  | 0  | 0  | 0  | 0     |
| Permits passing inspection | 62 | 0  | 0  | 0  | 62    |
| Permits Pending Inspection | 1  | 0  | 21 | 21 | 43    |
| NOV's                      | 0  | 0  | 0  | 0  | 0     |
| Admin Citations            | 13 | 1  | 0  | 0  | 14    |

| Weed Abatement                      | Q1 | Q2 | Q3   | Q4  | Total |
|-------------------------------------|----|----|------|-----|-------|
| Properties Noticed                  | 66 | 5  | 1670 | 35  | 1776  |
| Completed by Owner                  | 52 | 3  | 1    | 658 | 714   |
| Assigned to Contractor (private)    | 5  | 1  | 0    | 8   | 14    |
| Assigned to Contractor (city owned) | 0  | 0  | 0    | 67  | 67    |
| Completed by Contractor             | 5  | 1  | 0    | 70  | 76    |
| Admin Citations                     | 30 | 3  | 0    | 51  | 84    |

Code Enforcement Report, Quarter 4, FY 17-18

|                          |     |     |         |
|--------------------------|-----|-----|---------|
| Vehicles- Parked on lawn | 10  | 6   | 60.00%  |
| Vehicles- RVs/boats/etc  | 33  | 11  | 33.33%  |
| Water Waste              | 23  | 22  | 95.65%  |
| Water Waste Admin Cite   | 45  | 45  | 100.00% |
| Water Waste NOV          | 237 | 11  | 4.64%   |
| Weed Abatement           | 35  | 27  | 77.14%  |
| Yard Sale Signage        | 55  | 55  | 100.00% |
| Yard Sales, Frequent     | 4   | 3   | 75.00%  |
| Q4 Total                 | 873 | 463 | 53.04%  |



## CITY COUNCIL AGENDA – AUGUST 7, 2018

SUBJECT: 3. Golf Course 4th Quarter Report - FY 2017/18

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report for informational purposes on participation numbers at the Porterville Golf Course. The report reflects the Fourth Quarter FY 2017/18.

RECOMMENDATION: Information only

ATTACHMENTS: 1. Golf Court Statistics - 4th Quarter

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



### PORTERVILLE GOLF COURSE STATISTICS

|                   | Apr-17             | Apr-18             | May-17             | May-18             | Jun-17             | Jun-18             |
|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Golfers           | 1831               | 1616               | 1785               | 2105               | 1500               | 1832               |
| Repeat 9/Twilight | 607                | 673                | 542                | 962                | 418                | 856                |
| Tickets Used      | 863                | 647                | 864                | 833                | 746                | 671                |
| Passes Sold       | 53                 | 34                 | 54                 | 46                 | 60                 | 46                 |
| Carts             | 714                | 860                | 724                | 1052               | 607                | 1022               |
| <b>Total</b>      | <b>\$17,597.00</b> | <b>\$13,873.00</b> | <b>\$18,142.00</b> | <b>\$17,697.00</b> | <b>\$13,215.00</b> | <b>\$16,602.00</b> |

### FOOTGOLF

|               | Apr-17         | Apr-18         | May-17          | May-18         | Jun-17        | Jun-18         |
|---------------|----------------|----------------|-----------------|----------------|---------------|----------------|
| 18-hole adult | 0              | 2              | 24              | 5              | 0             | 4              |
| 18-hole youth | 13             | 0              | 9               | 2              | 0             | 3              |
| Cart rental   | 2              | 0              | 0               | 0              | 0             | 0              |
| Ball rental   | 0              | 0              | 0               | 0              | 0             | 0              |
| Party         | 0              | 0              | 0               | 0              | 0             | 0              |
| <b>Total</b>  | <b>\$83.00</b> | <b>\$20.00</b> | <b>\$285.00</b> | <b>\$60.00</b> | <b>\$0.00</b> | <b>\$55.00</b> |

|                    |                    |                    |                    |                    |                    |                    |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>GRAND TOTAL</b> | <b>\$17,680.00</b> | <b>\$13,893.00</b> | <b>\$18,427.00</b> | <b>\$17,757.00</b> | <b>\$13,215.00</b> | <b>\$16,657.00</b> |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|

- \* **Repeat 9:** Additional 9 rounds after first 9
- \* **Twilight:** Afternoon discount rate
- \* **Tickets:** Surcharge with monthly play pass \$1.00 9-hole, \$2.00 18-hole
- \* **Passes:** Monthly Passes sold

During the Fourth Quarter, April-June 2018, the Porterville Golf Course sponsored 5 free youth clinics averaging 20 participants per clinic. Lunch was also provided for the participants.



## CITY COUNCIL AGENDA – AUGUST 7, 2018

SUBJECT: 4. OHV Park 4th Quarter Report - FY 2017/18

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report for informational purposes on participation numbers at the Porterville OHV Park. The report reflects the Fourth Quarter FY 2017/18.

RECOMMENDATION: Information only

ATTACHMENTS: 1. OHV Stats 4th Qtr.

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

**PORTERVILLE OHV RIDERSHIP**

|           |  | Apr-17     | Apr-18     |  | May-17     | May-18     |  | Jun-17   | Jun-18      |
|-----------|--|------------|------------|--|------------|------------|--|----------|-------------|
| Riders    |  | 77         | 171        |  | 73         | 212        |  | 46       | 130         |
| Revenue   |  | \$1,480.00 | \$3,002.00 |  | \$1,466.00 | \$3,794.00 |  | \$864.00 | \$ 2,848.00 |
| Days Open |  | 6          | 16         |  | 5          | 19         |  | 3        | 12          |

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## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** 5. City Commission and Committee Attendance Reports - 4th Quarter FY 2017/18

**SOURCE:** Administrative Services

**COMMENT:** Staff herein provides, for Council's information, attendance reports as of the 4th Quarter FY 2017/18 for the following City Commissions and Committees:

Parks & Leisure Services Commission  
Library & Literacy Commission  
Arts Commission  
Animal Control Commission  
Transactions & Use Tax (Measure H) Oversight Committee  
CDBG Advisory & Housing Opportunity Committee

**RECOMMENDATION:** Informational report only.

**ATTACHMENTS:**

1. P&L Attendance
2. Library & Literacy Attendance
3. Arts Commission
4. Animal Control Commission
5. TUTOC Attendance
6. CDBG Citizens' Advisory

**Appropriated/Funded:**

**Review By:**

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

PARKS & LEISURE SERVICES COMMISSION  
ATTENDANCE RECORDS

As of June 30, 2018

**Parks & Leisure Services Commissioner's Record of Attendance**

|                      | 2017            | 2017 | 2017 | 2017 | 2017               | 2017 | 2018 | 2018 | 2018 | 2018 | 2018 | 2018 |  |
|----------------------|-----------------|------|------|------|--------------------|------|------|------|------|------|------|------|--|
|                      | July            | Aug  | Sept | Oct  | Nov                | Dec  | Jan  | Feb  | Mar  | Apr  | May  | June |  |
|                      |                 | 3    | 7    | 4    | 1                  | 6    |      |      |      |      |      |      |  |
| Rocco Calantone      | **              | P    | P    | P    | P                  | P    | P    | P    | A    | P    | P    | P    |  |
| Monte Moore          | **              | P    | P    | P    | Term Expired 10/17 |      |      |      |      |      |      |      |  |
| Leticia Lupio-Devine | **              | P    | A    | P    | Term Expired 10/17 |      |      |      |      |      |      |      |  |
| Rick Vafeades        | **              | P    | P    | P    | Term Expired 10/17 |      |      |      |      |      |      |      |  |
| Richard Rankin       | **              | P    | P    | P    | P                  | P    | P    | P    | P    | A    | P    | A    |  |
| Rachel Lucero        | **              | A    | A    | P    | P                  | A    | A    | A    | P    | P    | P    | A    |  |
| Carrol Land          | **              | P    | P    | P    | P                  | P    | P    | P    | P    | P    | P    | P    |  |
| Phillip Duncan       | Appointed 10/17 |      |      |      | P                  | P    | P    | P    | P    | P    | P    | P    |  |
| Diane Graybehl       | Appointed 10/17 |      |      |      | A                  | P    | P    | P    | P    | P    | A    | P    |  |
| Kieran Daly          | Appointed 10/17 |      |      |      | P                  | P    | P    | P    | P    | A    | A    | P    |  |

\*\*No meeting held. \* Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

**Parks & Leisure Services Commissioner's Record of Attendance**

|                      | 2016 | 2016 | 2016     | 2016 | 2016 | 2016 | 2017 | 2017 | 2017 | 2017 | 2017 | 2017 |              |
|----------------------|------|------|----------|------|------|------|------|------|------|------|------|------|--------------|
|                      | Jul  | Aug  | Sep      | Oct  | Nov  | Dec  | Jan  | Feb  | Mar  | Apr  | May  | Jun  |              |
|                      | 7    | 11   | 1        | 6    | 3    | 8    | 5    | 2    | 2    | 6    | 4    | 1    |              |
| Rocco Calantone      | **   | P    | E        | P    | P    | P    | P    | E    | E    | P    | P    | **   | FT Exp 10/19 |
| Monte Moore          | **   | E    | P        | P    | P    | P    | P    | P    | P    | P    | E    | **   | FT Exp 10/17 |
| Leticia Lupio-Devine | **   | P    | E        | P    | P    | P    | E    | P    | P    | P    | P    | **   | FT Exp 10/17 |
| Rick Vafeades        | **   | P    | P        | P    | P    | E    | E    | P    | P    | P    | P    | **   | FT Exp 10/17 |
| Richard Rankin       | **   | P    | P        | P    | P    | P    | P    | P    | P    | E    | P    | **   | PUSD Rep.    |
| Carroll Land         | **   | E    | E        | P    | P    | P    | P    | P    | P    | P    | P    | **   | FT Exp 10/19 |
| Rachel Lucero        | **   | P    | P        | E    | P    | P    | A    | P    | P    | P    | P    | **   | FT Exp 10/19 |
| Shannon Bennett      | **   | A    | Resigned |      |      |      |      |      |      |      |      |      |              |

\*\*No meeting held. \* Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

**Parks & Leisure Services Commissioner's Record of Attendance**

|                 | 2015 | 2015 | 2015 | 2015 | 2015 | 2015 | 2016 | 2016 | 2016 | 2016 | 2016 | 2016 |              |
|-----------------|------|------|------|------|------|------|------|------|------|------|------|------|--------------|
|                 | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  | Jan  | Feb  | Mar  | Apr  | May  | Jun  |              |
|                 | 2    | 6    | 3    | 1    | 5    | 3    | 7    | 4    | 3    | 7    | 5    | 2    |              |
| Rocco Calantone | **   | P    | P    | E    | P    | P    | P    | P    | *    | P    | E    | **   | FT Exp 10/19 |
| Monte Moore     | **   | P    | P    | P    | P    | P    | P    | P    | *    | P    | P    | **   | FT Exp 10/17 |
| Leticia Lupio   | **   | P    | P    | A    | P    | P    | P    | P    | *    | P    | P    | **   | FT Exp 10/17 |
| Rick Vafeades   | **   | E    | P    | P    | P    | P    | P    | P    | *    | P    | P    | **   | FT Exp 10/17 |
| Richard Rankin  | **   | P    | P    | P    | P    | P    | E    | E    | *    | P    | P    | **   | PUSD Rep.    |
| Carroll Land    | **   | P    | E    | T    | P    | P    | P    | P    | *    | P    | P    | **   | FT Exp 10/19 |
| Shannon Bennett | **   | P    | A    | P    | E    | P    | P    | P    | *    | E    | E    | **   | FT Exp 10/17 |
| Rachel Lucero   | **   | P    | P    | P    | P    | P    | P    | P    | *    | P    | P    | **   | FT Exp 10/19 |
| Totals          | N/A  | 7    | 6    | 6    | 7    | 8    | 7    | 7    |      | 7    | 6    |      |              |

\*\*No meeting held. \* Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

**LIBRARY & LITERACY COMMISSION - Attendance Record**

As of: June 30, 2018

P = Present; A = Absent; E = Excused absence; T = Tardy

 = Summer Hiatus

|                        | 2018<br>May<br>8 | 2018<br>June | 2018<br>July | 2018<br>Aug | 2018<br>Sept | 2018<br>Oct | 2018<br>Nov | 2018<br>Dec | 2019<br>Jan | 2019<br>Feb |  |
|------------------------|------------------|--------------|--------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|--|
| Catherine May          | P                |              |              |             |              |             |             |             |             |             |  |
| Allan Bailey           | P                |              |              |             |              |             |             |             |             |             |  |
| Esther Figueroa        | P                |              |              |             |              |             |             |             |             |             |  |
| Tamara Bishop-Mitchell | P                |              |              |             |              |             |             |             |             |             |  |
| Edith La Vonne         | P                |              |              |             |              |             |             |             |             |             |  |
| Jennifer Biagio        | E                |              |              |             |              |             |             |             |             |             |  |
| Patience Christenson   | P                |              |              |             |              |             |             |             |             |             |  |

|                        | 2017<br>July | 2017<br>Aug<br>8 | 2017<br>Sept<br>12 | 2017<br>Oct<br>10 | 2017<br>Nov<br>14 | 2017<br>Dec<br>12 | 2018<br>Jan<br>9 | 2018<br>Feb<br>13 | 2018<br>Mar<br>13 | 2018<br>Apr<br>10 |  |
|------------------------|--------------|------------------|--------------------|-------------------|-------------------|-------------------|------------------|-------------------|-------------------|-------------------|--|
| Catherine May          |              | A                | P                  | P                 | P                 | P                 | P                | P                 | P                 |                   |  |
| Allan Bailey           |              | P                | P                  | P                 | P                 | P                 | P                | P                 | P                 |                   |  |
| Esther Figueroa        |              | P                | P                  | P                 | P                 | P                 | P                | P                 | P                 |                   |  |
| Tamara Bishop-Mitchell |              | P                | P                  | P                 | P                 | P                 | P                | P                 | P                 |                   |  |
| Edith La Vonne         |              | P                | P                  | P                 | E                 | E                 | P                | P                 | P                 |                   |  |
| Jennifer Biagio        |              | P                | E                  | E                 | E                 | A                 | P                | E                 | E                 |                   |  |
| Patience Christenson   |              | A                | P                  | P                 | P                 | E                 | P                | P                 | P                 |                   |  |

|                        | 2016<br>Sept<br>13 | 2016<br>Oct<br>11 | 2016<br>Nov<br>8 | 2016<br>Dec<br>13 | 2017<br>Jan<br>10 | 2017<br>Feb<br>14 | 2017<br>Mar<br>14 | 2017<br>April<br>11 | 2017<br>May<br>9 | 2017<br>June |                |
|------------------------|--------------------|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|---------------------|------------------|--------------|----------------|
| Catherine May          | P                  | P                 | P                | P                 | P                 | P                 | P                 | P                   | P                |              | Re-appt. 10/16 |
| Allan Bailey           | P                  | P                 | P                | P                 | P                 | P                 | P                 | P                   | P                |              | Re-appt. 10/15 |
| Esther Figueroa        | P                  | P                 | P                | P                 | P                 | P                 | P                 | E                   | P                |              | Re-appt. 10/15 |
| Tamara Bishop-Mitchell | E                  | E                 | P                | P                 | P                 | E                 | P                 | P                   | P                |              | Re-appt. 10/16 |
| Edith La Vonne         | T                  | P                 | P                | E                 | E                 | P                 | P                 | P                   | P                |              | Re-appt. 10/15 |
| Jennifer Biagio        | P                  | P                 | P                | P                 | P                 | E                 | E                 | E                   | E                |              | Re-appt. 10/16 |
| Patience Christenson   | E                  | P                 | P                | P                 | P                 | P                 | P                 | P                   | E                |              | Re-appt. 10/15 |

|                      | 2015<br>Nov<br>10 | 2015<br>Dec<br>8 | 2016<br>Jan<br>12 | 2016<br>Feb<br>9 | 2016<br>Mar<br>8 | 2016<br>Apr<br>12 | 2016<br>May<br>10 | 2016<br>June | 2016<br>July | 2016<br>Aug<br>9 |                |
|----------------------|-------------------|------------------|-------------------|------------------|------------------|-------------------|-------------------|--------------|--------------|------------------|----------------|
| Catherine May        | P                 | P                | P                 | P                | P                | P                 | E                 |              |              | P                | Re-appt. 10/13 |
| Allan Bailey         | P                 | P                | P                 | P                | P                | P                 | P                 |              |              | P                | Re-appt. 10/15 |
| Esther Figueroa      | P                 | P                | P                 | P                | P                | P                 | P                 |              |              | P                | Re-appt. 10/15 |
| Tamara Bishop        | P                 | P                | P                 | P                | P                | T                 | P                 |              |              | P                | Re-appt. 10/13 |
| Edith La Vonne       | E                 | P                | P                 | P                | P                | P                 | P                 |              |              | P                | Re-appt. 10/15 |
| Jennifer Biagio      | E                 | E                | P                 | E                | P                | P                 | P                 |              |              | E                | Appt. 10/13    |
| Patience Christenson | P                 | P                | P                 | P                | E                | E                 | E                 |              |              | P                | Re-appt. 10/15 |

**Arts Commission  
Attendance Records**

As of: June 30, 2018

|                   | 2018<br>23-May | 2018<br>27-Jun | 2018 | 2018 | 2018 | 2018 | 2018 | 2018 |
|-------------------|----------------|----------------|------|------|------|------|------|------|
| Donna Serna       | *              | A              |      |      |      |      |      |      |
| Mariza Serrano    | *              | P              |      |      |      |      |      |      |
| Dalia Gonzalez    | *              | A              |      |      |      |      |      |      |
| Nilsa Cubiascanas | *              | P              |      |      |      |      |      |      |
| Kyree Perkins     | *              | P              |      |      |      |      |      |      |
| Emily Luna        | *              | P              |      |      |      |      |      |      |
|                   |                |                |      |      |      |      |      |      |
|                   |                |                |      |      |      |      |      |      |

\* No meeting due to lack of quorum.

|                   | 2017<br>27-Sep | 2017<br>25-Oct | 2017<br>15-Nov | 2017<br>13-Dec | 2018<br>17-Jan | 2018<br>28-Feb | 2018<br>28-Mar* | 2018<br>25-Apr            |
|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|---------------------------|
| Donna Serna       | P              | P              | *              | P              | P              | *              | A               |                           |
| Mariza Serrano    | P              | P              | *              | P              | P              | *              | P               |                           |
| Dalia Gonzalez    | P              | P              | *              | A              | P              | *              | P               |                           |
| Nilsa Cubiascanas | P              | P              | *              | P              | P              | *              | P               | Apptd 9/2017 thru 7/2019  |
| Kyree Perkins     | P              | P              | *              | A              | P              | *              | A               | Apptd 9/2017 thru 7/2019  |
| Emily Luna        |                | P              | *              | A              | P              | *              | A               | Apptd 10/2017 thru 7/2019 |
|                   |                |                |                |                |                |                |                 |                           |
|                   |                |                |                |                |                |                |                 |                           |

\* No meeting due to lack of quorum.

At the Dec. 13 meeting, discussion only took place as there was not a quorum.

|                   | 2017<br>26-Apr | 2017<br>24-May | 2017<br>28-Jun | 2017          | 2017 | 2017 | 2017 | 2017                       |
|-------------------|----------------|----------------|----------------|---------------|------|------|------|----------------------------|
| Deana Worthington | *              | *              | *              | Term expired. |      |      |      |                            |
| Joan Givan        | *              | *              | *              | Term expired. |      |      |      |                            |
| Judith Halloway   | *              | *              | *              | Term expired. |      |      |      |                            |
| Mel Gosage        | *              | *              | *              | Term expired. |      |      |      |                            |
| Donna Serna       | *              | *              | *              | *             | *    | *    | *    | Reappted 7/18/17           |
| Hector Marquez    | *              | *              | *              | Term expired. |      |      |      |                            |
| Mariza Serrano    | Appted 7/18/17 |                |                | *             | *    | *    | *    | Appted to 3-yr term.       |
| Dalia Gonzalez    | Appted 7/18/17 |                |                | *             | *    | *    | *    | Appted to 1-yr youth term. |

\* No meeting due to lack of quorum.

|                   | 2016<br>24-Aug | 2016<br>14-Sep | 2016<br>26-Oct | 2016<br>23-Nov | 2016<br>28-Dec | 2017<br>25-Jan | 2017<br>22-Feb | 2017<br>22-Mar |
|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Deana Worthington | P              | P              | *              | *              | *              | *              | *              | P              |
| Joan Givan        | P              | P              | *              | *              | *              | *              | *              | P              |
| Judith Halloway   | P              | P              | *              | *              | *              | *              | *              | P              |
| Mel Gosage        | A              | P              | *              | *              | *              | *              | *              | A              |
| Donna Serna       | P              | P              | *              | *              | *              | *              | *              | P              |
| Hector Marquez    | A              | A              | *              | *              | *              | *              | *              | A              |
| <b>Vacant</b>     |                |                |                |                |                |                |                |                |

\* No meeting due to lack of quorum.



**Animal Control Commission  
Attendance Records**

As of: June 30, 2018

|                  | 2018<br>9-Apr | 2018<br>14-May | 2018<br>11-Jun | 2018 | 2018 | 2018 | 2018 | Notes: |
|------------------|---------------|----------------|----------------|------|------|------|------|--------|
| Daniel Penaloza  | *             | *              | *              |      |      |      |      |        |
| Florenza Pizanis | *             | *              | *              |      |      |      |      |        |
| Valerie Simonich | *             | *              | *              |      |      |      |      |        |
| Jerry Hall       | *             | *              | *              |      |      |      |      |        |
|                  |               |                |                |      |      |      |      |        |
|                  |               |                |                |      |      |      |      |        |
|                  |               |                |                |      |      |      |      |        |

\*Meeting cancelled due to lack of quorum.

|                    | 2017<br>11-Sep | 2017<br>9-Oct | 2017<br>13-Nov | 2017<br>11-Dec | 2018<br>8-Jan | 2018<br>12-Feb | 2018<br>12-Mar | Notes: |
|--------------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|--------|
| Daniel Penaloza    | P              | P             | *              | *              | P             | *              | *              |        |
| Florenza Pizanis   | P              | P             | *              | *              | P             | *              | *              |        |
| Maritza Altamirano | P              |               |                |                |               |                |                |        |
| Gabriel Castaneda  | P              | P             | *              | *              | P             |                |                |        |
|                    |                |               |                |                |               |                |                |        |
|                    |                |               |                |                |               |                |                |        |
|                    |                |               |                |                |               |                |                |        |

\*Meeting cancelled due to lack of quorum.

|                    | 2017<br>13-Feb | 2017<br>13-Mar | 2017<br>10-Apr | 2017<br>8-May | 2017<br>12-Jun | 2017<br>10-Jul | 2017<br>14-Aug | Notes:                            |
|--------------------|----------------|----------------|----------------|---------------|----------------|----------------|----------------|-----------------------------------|
| Margaret Land      | P              | P              | P              | P             |                |                |                | <i>Resigned.</i>                  |
| Daniel Penaloza    | A              | P              | A              | P             | *              | P              | A              |                                   |
| Florenza Pizanis   | P              | P              | P              | P             | *              | P              | P              |                                   |
| Maritza Altamirano | P              | P              | P              | P             | *              | P              | P              |                                   |
| Richard Stadtherr  | P              |                |                |               |                |                |                | <i>Appointment rescinded 2/21</i> |
| Gabriel Castaneda  |                |                |                |               |                | P              | P              | <i>Apptd July 2017.</i>           |
|                    |                |                |                |               |                |                |                |                                   |
|                    |                |                |                |               |                |                |                |                                   |

\*Meeting cancelled due to lack of quorum.

|                    | 2016<br>11-Jul | 2016<br>8-Aug | 2016<br>9-Sep | 2016<br>10-Oct | 2016<br>14-Nov | 2016<br>12-Dec | 2017<br>9-Jan | Notes: |
|--------------------|----------------|---------------|---------------|----------------|----------------|----------------|---------------|--------|
| Margaret Land      | A              | P             | P             | P              | P              | P              | P             |        |
| Daniel Penaloza    | P              | P             | P             | P              | A              | P              | P             |        |
| Florenza Pizanis   | P              | P             | P             | P              | P              | P              | P             |        |
| Maritza Altamirano | P              | P             | P             | P              | P              | P              | P             |        |
| Richard Stadtherr  | P              | P             | P             | P              | P              | P              | P             |        |
|                    |                |               |               |                |                |                |               |        |
|                    |                |               |               |                |                |                |               |        |

|                  | 2016<br>7-Mar | 2016<br>4-Apr | 2016<br>18-Apr | 2016<br>12-May | 2016<br>16-May | 2016<br>6-Jun | 2016<br>20-Jun | Notes:                 |
|------------------|---------------|---------------|----------------|----------------|----------------|---------------|----------------|------------------------|
| Maureen Hamilton | A             | A             | *              | A              | *              | *             | *              | <i>Resigned 05/16.</i> |
| Margaret Land    | P             | P             | *              | P              | *              | *             | *              |                        |
| Debbie Arthur    | P             | P             | *              | P              | *              | *             | *              | <i>Resigned 05/16.</i> |
| Melanie Huerta   | P             | P             | *              | P              | *              | *             | *              | <i>Resigned 05/16.</i> |
| Daniel Penaloza  |               | P             | *              | P              | *              | *             | *              |                        |
|                  |               |               |                |                |                |               |                |                        |
|                  |               |               |                |                |                |               |                |                        |

\*Meeting cancelled due to lack of quorum.

**Transactions and Use Tax Oversight Committee  
Attendance Records**

As of: June 30, 2018

|                         | 2017<br>28-Feb | 2017<br>23-May | 2017<br>29-Aug | 2017<br>14-Nov | 2018<br>Feb 13* | 2018<br>10-May |                                   |
|-------------------------|----------------|----------------|----------------|----------------|-----------------|----------------|-----------------------------------|
| John Simonich           | P              | A              | A              | P              | P               | A              |                                   |
| Margaret Stinson        | P              | P              | P              | P              | A               | P              |                                   |
| Kathleen "Kat" Harris   | P              | P              | P              | P              | A               | P              |                                   |
| Russell "Buck" Fletcher | P              | A              | P              | A              | A               | P              |                                   |
| Titus Moore             |                |                |                |                |                 |                | <i>Resigned</i>                   |
| Richard Stadtherr       |                |                |                |                |                 |                | <i>Appointment rescinded 2/21</i> |
| John Angell             | P              | P              | A              | P              | A               | P              | <i>Appointed 2/7</i>              |
| Mike Boudreaux Sr.      | P              | P              | P              | P              | P               | P              | <i>Appointed 2/7</i>              |
| Jerry Claborn           | P              | P              | P              | P              | P               | P              | <i>Appointed 2/7</i>              |
| Virginia Gurrola        | P              | P              | P              | P              | P               | P              | <i>Appointed 2/21</i>             |
| John Billiou            |                |                | A              | A              | A               | A              | <i>Appointed 7/17</i>             |
|                         |                |                |                |                |                 |                |                                   |

\* No meeting was held due to lack of quorum.

|                         | 2015<br>8-Oct | 2015<br>18-Nov | 2016<br>11-Feb | 2016<br>12-May | 2016<br>30-Jun    | 2016<br>25-Aug | 2016<br>22-Nov |
|-------------------------|---------------|----------------|----------------|----------------|-------------------|----------------|----------------|
| Khris Saleh             | A             | A              | A              | **             | <i>Term ended</i> |                |                |
| John Simonich           | P             | A              | P              | **             | P                 | P              |                |
| Raheel Mann             | A             | A              | A              | **             | <i>Resigned</i>   |                |                |
| Gail Lemmen             | P             | P              | P              | **             | <i>Term ended</i> |                |                |
| Margaret Stinson        | P             | P              | P              | **             | P                 | P              |                |
| Janet Meister           | P             | P              | A              | **             | <i>Term ended</i> |                |                |
| Kathleen "Kat" Harris   | P             | P              | P              | **             | P                 | P              |                |
| Russell "Buck" Fletcher | P             | P              | P              | **             | P                 | P              |                |
| Salvador Estrada, Jr.   | P             | A              | P              | **             | <i>Term ended</i> |                |                |
| Titus Moore             |               |                |                |                | P                 | P              |                |
| Richard Stadtherr       |               |                |                |                | P                 | A              |                |

|                         | 2014<br>7-Aug | 2014<br>22-Oct | 2014<br>12-Nov                     | 2015<br>14-Jan | 2015<br>11-Feb | 2015<br>6-May | 2015<br>25-Jun |
|-------------------------|---------------|----------------|------------------------------------|----------------|----------------|---------------|----------------|
| Khris Saleh             | A             | P              | P                                  | P              | P              | P             | A              |
| John Simonich           | P             | P              | A                                  | A              | P              | P             | P              |
| Raheel Mann             | P             | P              | A                                  | A              | P              | A             | A              |
| Gail Lemmen             | P             | P              | P                                  | P              | P              | P             | P              |
| Margaret Stinson        | P             | P              | P                                  | P              | P              | P             | P              |
| Janet Meister           | P             | A              | P                                  | A              | P              | P             | P              |
| Bill Nebeker            | A             | A              | <i>Resigned effective 10/30/14</i> |                |                |               |                |
| Kathleen "Kat" Harris   | P             | P              | P                                  | P              | A              | P             | P              |
| Russell "Buck" Fletcher | P             | P              | P                                  | P              | P              | P             | P              |
| Salvador Estrada, Jr.   | A             | P              | P                                  | P              | P              | P             | P              |

\*\* No meeting held due to lack of quorum.

|                         | 2013**<br>23-May     | 2013**<br>30-May | 2013<br>13-Jun | 2013<br>8-Aug                     | 2013<br>7-Nov                     | 2014<br>13-Mar | 2014<br>1-May |
|-------------------------|----------------------|------------------|----------------|-----------------------------------|-----------------------------------|----------------|---------------|
| Gary Mekeel             | -                    | -                | A              | A                                 | <i>Resigned effective 8/13/13</i> |                |               |
| Khris Saleh             | -                    | -                | A              | P                                 | P                                 | A              | P             |
| Charles Webber          | -                    | -                | P              | <i>Resigned effective 6/30/13</i> |                                   |                |               |
| John Simonich           | -                    | -                | A              | P                                 | P                                 | P              | P             |
| Michael MacDonald       | -                    | -                | P              | P                                 | P                                 | P              | P             |
| Gail Lemmen             | -                    | -                | P              | P                                 | P                                 | P              | A             |
| John Dennis             | -                    | -                | P              | P                                 | P                                 | P              |               |
| Margaret Stinson        | -                    | -                | P              | A                                 | P                                 | P              | A             |
| Janet Meister           | -                    | -                | P              | P                                 | P                                 | P              | P             |
| Bill Nebeker            | -                    | -                | A              | P                                 | P                                 | P              | A             |
| Kathleen "Kat" Harris   | <i>Appt. 6/30/13</i> |                  |                | P                                 | P                                 | P              | A             |
| Russell "Buck" Fletcher | <i>Appt. 8/2013</i>  |                  |                |                                   | P                                 | P              | P             |

\*\* No meeting held due to lack of quorum.

**CDBG Citizens' Advisory and Housing Opportunity Committee  
Attendance Records**

As of: June 30, 2018

| Committee Member | Reg. Mtg<br>4/27/2015 | Reg. Mtg<br>3/28/2016 | Reg. Mtg<br>3/1/2017 | Reg. Mtg<br>2/28/2018 | Reg. Mtg |
|------------------|-----------------------|-----------------------|----------------------|-----------------------|----------|
| Pat Contreras    | P                     | A                     | P                    | P                     |          |
| Linda Mendez     | P                     | A                     | P                    | P                     |          |
| Grace Munoz-Rios | P                     | P                     | P                    | P                     |          |
| Doug Heusdens    | P                     | P                     | P                    | P                     |          |
| Rebecca Vigil    | P                     | P                     | A                    | P                     |          |
| Kelle Jo Lowe    | P                     | P                     | P                    | P                     |          |
| Maria Gonzalez   | P                     | A                     | P                    | P                     |          |

| Committee Member | Year Originally<br>Appointed | Reg. Mtg<br>3/14/2011 | Reg. Mtg<br>3/12/2012 | Reg. Mtg<br>3/11/2013 | Reg. Mtg<br>3/10/2014 |
|------------------|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Pat Contreras    | 1988                         | P                     | P                     | P                     | P                     |
| Linda Olmedo     | 1997                         | P                     | P                     | P                     | P                     |
| Grace Munoz-Rios | 1992                         | P                     | P                     | P                     | A                     |
| Doug Heusdens    | 2012                         | N/A                   | P                     | P                     | P                     |
| John Dennis      | 1998                         | P                     | P                     | A                     | P                     |
| Rebecca Vigil    | 2008                         | P                     | P                     | A                     | P                     |
| Kelle Jo Lowe    | 2009                         | P                     | P                     | P                     | P                     |

*This Committee typically meets on an annual basis in March.*



## CITY COUNCIL AGENDA – AUGUST 7, 2018

SUBJECT: 6. Building Permit Activity - 4th Quarter Report (April, May, June)

SOURCE: Public Works

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of April, May and June 2018. The two main categories include new residential permits issued and new commercial permits issued.

4th Quarter of FY 2017/2018 compared to 4th Quarter of FY 2016/2017  
New residential permits issued during the 4th quarter of 2018 (35) are up 218.2% from the 4th quarter of 2017 (11). New commercial permits issued during the 4th quarter of 2018 (2) are up from the new commercial permits issued during the same period last fiscal year (0).

Year-to-Date (July 2017 to June 2018)  
New residential permits issued this fiscal year (79) are up 139.4% as compared to the previous fiscal year (33). New commercial permits issued this fiscal year (4) are down 55.6% as compared to the previous fiscal year (9).

RECOMMENDATION: Information only

ATTACHMENTS:

1. Building Activity Report - April 2018
2. Building Activity Report - May 2018
3. Building Activity Report - June 2018

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE - BUILDING DIVISION**  
**REPORT FOR THE PERIODS OF**  
**7/1/2016 - 4/30/2017 AND**  
**7/1/2017 - 4/30/2018**

| PERMIT          | NUMBER OF PERMITS ISSUED |               |                      |                      | ACTUAL VALUATION OF PERMITS ISSUED |               |                      |                      | BUILDING FEES TOTALS FOR PERMITS ISSUED |               |                      |                      |
|-----------------|--------------------------|---------------|----------------------|----------------------|------------------------------------|---------------|----------------------|----------------------|-----------------------------------------|---------------|----------------------|----------------------|
|                 | APRIL<br>2018            | APRIL<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE | APRIL<br>2018                      | APRIL<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE | APRIL<br>2018                           | APRIL<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE |
| NEW<br>RESID    | 8                        | 4             | 52                   | 26                   | 1,925,141                          | 1,193,252     | 13,196,423           | 6,232,934            | 16,103                                  | 9,079         | 126,174              | 57,358               |
| NEW<br>COMM     | 0                        | 0             | 2                    | 9                    | 0                                  | 0             | 2,625,000            | 7,040,500            | 0                                       | 0             | 15,596               | 52,891               |
| RESID<br>IMPROV | 21                       | 19            | 124                  | 153                  | 282,790                            | 138,526       | 2,081,565            | 1,557,959            | 6,669                                   | 6,468         | 47,024               | 55,423               |
| COMM<br>IMPROV  | 9                        | 3             | 47                   | 49                   | 1,723,655                          | 88,000        | 3,977,646            | 4,913,626            | 4,933                                   | 3,438         | 41,233               | 52,827               |
| OTHER           | 31                       | 22            | 256                  | 242                  | 291,271                            | 260,364       | 2,890,134            | 2,233,858            | 6,264                                   | 4,592         | 51,405               | 47,529               |
| ELECT           | 27                       | 23            | 191                  | 324                  | 223,691                            | 423,290       | 4,768,242            | 5,044,128            | 5,138                                   | 4,282         | 35,875               | 62,955               |
| PLUMB           | 37                       | 29            | 341                  | 360                  | 0                                  | 5,000         | 25,600               | 17,560               | 5,547                                   | 4,236         | 50,815               | 46,963               |
| TOTALS          | 133                      | 100           | 1,013                | 1,163                | 4,446,548                          | 2,108,432     | 29,564,610           | 27,040,565           | 44,654                                  | 32,095        | 368,121              | 375,944              |

|                  | NEW DWELLING UNITS TOTALS |               |                      |                      |
|------------------|---------------------------|---------------|----------------------|----------------------|
|                  | APRIL<br>2018             | APRIL<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE |
| SINGLE<br>FAMILY | 8                         | 4             | 52                   | 26                   |
| TOTAL            | 8                         | 4             | 52                   | 26                   |

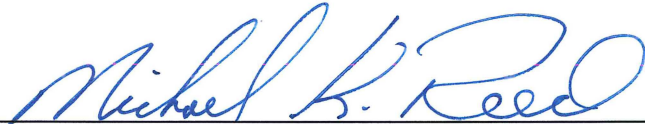


CHIEF BUILDING OFFICIAL

**CITY OF PORTERVILLE - BUILDING DIVISION**  
**REPORT FOR THE PERIODS OF**  
**7/1/2016 - 5/31/2017 AND**  
**7/1/2017 - 5/31/2018**

| PERMIT          | NUMBER OF PERMITS ISSUED |             |                      |                      | ACTUAL VALUATION OF PERMITS ISSUED |             |                      |                      | BUILDING FEES TOTALS FOR PERMITS ISSUED |             |                      |                      |
|-----------------|--------------------------|-------------|----------------------|----------------------|------------------------------------|-------------|----------------------|----------------------|-----------------------------------------|-------------|----------------------|----------------------|
|                 | MAY<br>2018              | MAY<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE | MAY<br>2018                        | MAY<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE | MAY<br>2018                             | MAY<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE |
| NEW<br>RESID    | 14                       | 2           | 66                   | 28                   | 4,044,148                          | 450,960     | 17,240,571           | 6,683,894            | 40,845                                  | 4,549       | 167,019              | 61,907               |
| NEW<br>COMM     | 2                        | 0           | 4                    | 9                    | 4,725,000                          | 0           | 7,350,000            | 7,040,500            | 14,809                                  | 0           | 30,405               | 52,891               |
| RESID<br>IMPROV | 13                       | 16          | 137                  | 169                  | 120,883                            | 313,119     | 2,202,448            | 1,871,078            | 4,644                                   | 8,608       | 51,668               | 64,031               |
| COMM<br>IMPROV  | 4                        | 6           | 51                   | 55                   | 60,050                             | 266,550     | 4,037,696            | 5,180,176            | 2,164                                   | 7,583       | 43,397               | 60,410               |
| OTHER           | 40                       | 36          | 296                  | 278                  | 372,249                            | 398,322     | 3,262,383            | 2,632,180            | 8,005                                   | 7,008       | 59,410               | 54,537               |
| ELECT           | 19                       | 36          | 210                  | 360                  | 73,315                             | 395,791     | 4,841,557            | 5,439,919            | 3,400                                   | 6,469       | 39,275               | 69,424               |
| PLUMB           | 62                       | 41          | 403                  | 401                  | 2,250                              | 6,500       | 27,850               | 24,060               | 9,293                                   | 6,515       | 60,108               | 53,478               |
| TOTALS          | 154                      | 137         | 1,167                | 1,300                | 9,397,895                          | 1,831,242   | 38,962,505           | 28,871,807           | 83,160                                  | 40,732      | 451,281              | 416,677              |

|                  | NEW DWELLING UNITS TOTALS |             |                      |                      |
|------------------|---------------------------|-------------|----------------------|----------------------|
|                  | MAY<br>2018               | MAY<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE |
| SINGLE<br>FAMILY | 12                        | 2           | 64                   | 28                   |
| MULTI<br>FAMILY  | 8                         | 0           | 8                    | 0                    |
| TOTAL            | 20                        | 2           | 72                   | 28                   |

  
 \_\_\_\_\_  
 CHIEF BUILDING OFFICIAL



**CITY OF PORTERVILLE - BUILDING DIVISION**  
**REPORT FOR THE PERIODS OF**  
**7/1/2016 - 6/30/2017 AND**  
**7/1/2017 - 6/30/2018**

| PERMIT          | NUMBER OF PERMITS ISSUED |              |                      |                      | ACTUAL VALUATION OF PERMITS ISSUED |              |                      |                      | BUILDING FEES TOTALS FOR PERMITS ISSUED |              |                      |                      |
|-----------------|--------------------------|--------------|----------------------|----------------------|------------------------------------|--------------|----------------------|----------------------|-----------------------------------------|--------------|----------------------|----------------------|
|                 | JUNE<br>2018             | JUNE<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE | JUNE<br>2018                       | JUNE<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE | JUNE<br>2018                            | JUNE<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE |
| NEW<br>RESID    | 13                       | 5            | 79                   | 33                   | 2,210,259                          | 2,300,069    | 19,450,830           | 8,983,963            | 27,446                                  | 17,991       | 194,465              | 79,898               |
| NEW<br>COMM     | 0                        | 0            | 4                    | 9                    | 0                                  | 0            | 7,350,000            | 7,040,500            | 0                                       | 0            | 30,405               | 52,891               |
| RESID<br>IMPROV | 21                       | 16           | 158                  | 185                  | 179,994                            | 160,378      | 2,382,442            | 2,031,456            | 7,967                                   | 4,100        | 59,635               | 68,131               |
| COMM<br>IMPROV  | 5                        | 10           | 56                   | 65                   | 78,300                             | 659,050      | 4,115,996            | 5,839,226            | 2,972                                   | 10,440       | 46,369               | 70,849               |
| OTHER           | 23                       | 32           | 319                  | 310                  | 219,555                            | 324,458      | 3,481,938            | 2,956,638            | 4,173                                   | 6,229        | 63,583               | 60,766               |
| ELECT           | 19                       | 33           | 229                  | 393                  | 196,856                            | 386,836      | 5,038,413            | 5,826,755            | 3,501                                   | 6,495        | 42,776               | 75,919               |
| PLUMB           | 61                       | 45           | 464                  | 446                  | 0                                  | 0            | 27,850               | 24,060               | 9,262                                   | 6,604        | 69,370               | 60,082               |
| TOTALS          | 142                      | 141          | 1,309                | 1,441                | 2,884,964                          | 3,830,791    | 41,847,469           | 32,702,598           | 55,321                                  | 51,858       | 506,602              | 468,535              |

|                  | NEW DWELLING UNITS TOTALS |              |                      |                      |
|------------------|---------------------------|--------------|----------------------|----------------------|
|                  | JUNE<br>2018              | JUNE<br>2017 | THIS YEAR<br>TO DATE | LAST YEAR<br>TO DATE |
| SINGLE<br>FAMILY | 13                        | 4            | 77                   | 32                   |
| MULTI<br>FAMILY  | 0                         | 8            | 8                    | 8                    |
| TOTAL            | 13                        | 12           | 85                   | 40                   |

  
 CHIEF BUILDING OFFICIAL



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** 7. Street Performance Measure - 4th Quarterly Report (April, May, June)

**SOURCE:** Public Works

**COMMENT:** The purpose of this staff report is to provide Council with an update on progress made on street reconstruction, overlay, micro-surfacing, and pothole repair efforts for the 4th quarter (April, May, June) of FY 2017/2018. For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews have turned their focus to the local road overlay program during this reporting period. The major reconstruction of Henderson Avenue from Indiana Street to Jaye Street is in bidding phase. The first phase of Plano Street Micro-Surfacing Project between SR 190 and Henderson Avenue has been awarded and is currently under construction. Removal and replacement of water mains, structural repairs, curb returns and other ADA related improvements are the focus of this project. Micro-Surfacing of Plano Street, second phase, will follow shortly after the completion of the first phase. The Barn Theater parking lot will be repaired and resurfaced as part of both phases of this project as well. Main Street between Morton Avenue and Olive Avenue is under design. Through research and review, staff determined an access compliance exception that relates to "blended transitions" (flush interface between sidewalk and street) that are currently in place along Main Street in the Downtown area. As stated in past reports, the results of the Main Street project economic analysis has forced staff to transition into a full reconstruction project. The first public meeting regarding this project was held January 23, 2018. Orange Avenue from Main Street to Plano Street and Henderson Avenue from Newcomb Street to Patsy street are this year's SB1 projects and will be under construction soon.

**RECOMMENDATION:** Informational Only.

**ATTACHMENTS:**

1. Street Performance Measure - 4th Quarterly Report
2. Street Performance Measure - 3rd Quarterly Report

**Appropriated/Funded:**

**Review By:**

Department Director:

Mike Reed, Acting Public Works Director



Final Approver: John Lollis, City Manager

[illegible]



4th QUARTER REPORT - April 1, 2018 - June 30, 2018



## CITY COUNCIL AGENDA – AUGUST 7, 2018

SUBJECT: City Council Minutes of May 15, 2018

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of May 15, 2018, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of May 15, 2018.

ATTACHMENTS: 1. 2018-05-15 Draft Minutes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Luisa Zavala, Deputy City Clerk

**CITY COUNCIL MINUTES  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
MAY 15, 2018, 5:30 PM**

Called to Order at 5:30 p.m.

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

**ORAL COMMUNICATIONS**

- Porterville resident, 1906 Beverly, out of water since June and has tank via Self-Help; inquired about the status of the Self-Help program and the implementation of City water mains in her area.

Council and Staff discussed the possibility of the Self-Help Water Tank program running until the end of September, with the help of residual funding. Assemblyman Joaquin Arambula has requested emergency funding to help keep the Self-Help water tank program running for the next 3 years. If the emergency funding is not approved, City Staff would consider the opportunity to continue the tank program with Council's approval. Future plans are to extend City water mains to the Beverly area within the next two years.

City Manager Lollis noted that Council member Hamilton had a conflict of interest pertaining to Real Property; and City Attorney Julia Lew noted that APN 243-043-018 was incorrect and should have read 248-043-018.

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 185 W. H Street, APN:252-223-016. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Charline Scow . Under Negotiation: Terms and Price.
- 2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN:248-043-014, 248-043-015, 248-043-016, 248-043-017, 243-043-018, 253-050-089 and 253-050-093. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Gregory Shelton. Under Negotiation: Terms and Price.
- 3 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth and Che Johnson. Employee Organizations: Porterville Peace Officers Association; Management & Confidential Series; Porterville City Employees Association; Public Safety Support Unit; Porterville City Firefighters Association; Fire Officer Series; and Unrepresented Management employees.
- 4 - Government Code Section 54956.95 – Liability Claim: Claimant: Carol Mills. Agency claimed against: City of Porterville.
- 5 - Government Code Section 54956.95 – Liability Claim: Application to File a Late Claim. Applicant/Claimant: James K. Rummell. Agency claimed against: City of Porterville.



6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Greg L. Woodard and Cinda D. Woodard, Trustees of the Woodard Family Revocable Trust of August 10, 2006, Tulare County Superior Court Case No. 273165.

7 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Maria Ventura v. Jennifer Rutledge and City of Porterville, U.S. District Court, Eastern District, Case No. 1:17-CV-00237-DAD-SKO.

8 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.

### **6:30 P.M. RECONVENED OPEN SESSION AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION**

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

A-4 On a MOTION made by Mayor Milt Stowe, and SECONDED by Vice Mayor Brian Ward the City Council unanimously rejected the claim submitted by Carol Mills.

Documentation: M.O. 01-051518

Disposition: Claim Rejected.

A-5 On a MOTION made by Mayor Milt Stowe, and SECONDED by Council Member Monte Reyes the City Council unanimously denied the request submitted by James K. Rummell.

Documentation: M.O. 02-051518

Disposition: Request Denied.

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

Invocation – one individual participated.

### **PRESENTATIONS**

Employee of the Month - Cale Hosfeldt

Spring Expressions Chalk Art Contest Winners

INTERNNECT - Mangini Associates Inc. Architectural Internship Program

### **AB 1234 REPORTS**

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

1. Local Agency Formation Commission (LAFCO) - May 2, 2018

Council Member Hamilton reported on items pertaining to a service district, a grand jury response, and receipt of legislative updates.

2. Tulare County Economic Development Corp. (TCEDC) - May 4, 2018

Council Member Reyes reported on approval of a business finance program.

3. Eastern Tule Groundwater Sustainability Agency (GSA) - May 3, 2018

Public Word Director Mike Reed reported on items regarding bylaws, a conflict of interest code, and receipt of presentations.

4. SJVAPCD Governing Board - May 10, 2018

Council Member Reyes reported on items pertaining to the continuation of the residential wood burning program, new funding to replace old trucks, a heavy duty truck repair program, and acceptance of state funding to replace OHVs.

## **REPORTS**

### **I. CITY COMMISSION AND COMMITTEE MEETINGS**

1. Parks & Leisure Services Commission - no quorum on May 3, 2018

2. Library & Literacy Commission - May 8, 2018

Commissioner Bailey reported on the upcoming summer activities at the library, lunch program, and statistics pertaining to program participation, Sunday patronage, and volunteer hours. He thanked INTERNNECT for their presentation; extended an invitation to the Summer Kickoff Carnival; and reminded the Council of the Commission's Summer hiatus.

3. Arts Commission - April 25, 2018

Commission Chair Cubiascanas stated that at its last meeting the commission finalized plans for the chalk art contest; and reported that at its next meeting on May 23rd the commission would be brainstorming ideas for its next project.

4. Animal Control Commission – none

5. Youth Commission - May 14, 2018

Youth Commissioner Members reported on the year's activities which included judging the Step-Up Banner Contest, the annual high school dodgeball tournament, Make a Paw-sitive Change donation drive, and Movie in the Park event.

6. Transactions and Use Tax Oversight Committee (TUTOC) - May 10, 2018

Committee Chair Gurrola reported that the committee had approved 2nd and 3rd quarter financials; and communicated that members Clayborn and Harris would not be seeking reappointment, but that she and member Fletcher would be seeking re-appointment for another term.

### **II. STAFF INFORMATIONAL REPORTS**

1. Water Conservation Phase IV Status Update

## **ORAL COMMUNICATIONS**

- Earl Allen, Porterville, requested that the Council consider changing the name of Division Street to Unity Street.
- Brock Neeley, Porterville, in response to Mayor Pro Tem Ward's comments about an art expo, spoke of his experience with the Tulare & Kings Counties Suicide Prevention Task Force Festival of Hope.

## **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 Martha Flores that the City Council approve Items Nos. 1-13. The motion carried unanimously.

### **1. AUTHORIZATION TO REPLACE GUARDRAIL**

**Recommendation:** That Council:

1. Direct the Finance Director to initiate a Purchase Order to C&W Construction Specialties in the amount not to exceed \$15,555 for the N. Highland Guardrail Replacement; and
2. Direct the Finance Director to make payment to C&W Construction Specialties upon receipt of invoice approved by the Public Works Director.

**Documentation:** M.O. 03-051518

**Disposition:** Approved.

### **2. AUTHORIZATION TO PURCHASE ULTRASONIC METER EQUIPMENT**

**Recommendation:** That Council:

1. Direct the Finance Director to initiate a Purchase Order to Grainger in the amount not to exceed \$12,070 for the purchase of two Ultrasonic Electronic Flow Meters; and
2. Direct the Finance Director to make payment to Grainger upon receipt of invoice approved by the Public Works Director.

**Documentation:** M.O. 04-051518

**Disposition:** Approved.

### **3. APPROVAL OF PAYMENT TO THE TULARE COUNTY TREASURER**

**Recommendation:** Approve payment to the Tulare County Treasurer in the amount of \$57,000, the amount of probable compensation pursuant to C.C.P. § 1255.070 for the property at issue in the eminent domain case entitled *City of Porterville v. Greg L. Woodard and Cinda D. Woodard, Trustees of the Woodard Family Revocable Trust of August 10, 2006*, Tulare County Superior Court case no. 273165.

**Documentation:** M.O. 05-051518

**Disposition:** Approved.



4. AUTHORIZATION TO AUGMENT CONTRACT BUDGET FOR MURRY PARK PLAYGROUND SHADE STRUCTURE PROJECT

Recommendation: That the City Council authorize to augment the contract budget \$2,100.00 for the Murry Park Playground Shade Structure Project.

Documentation: M.O. 06-051518

Disposition: Approved.

5. AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE AIRFIELD PAVEMENT REHABILITATION PROJECT AND FOR THE GATES, FENCE AND ACCESS CONTROL IMPROVEMENT PROJECT AT THE AIRPORT

Recommendation: That the City Council authorize staff to advertise for bids on the airfield pavement rehabilitation project and for the gates, fence and access control improvement project at the airport.

Documentation: M.O. 07-051518

Disposition: Approved.

6. AUTHORIZATION TO AWARD THE CONTRACT FOR THE 87 SOUTH G STREET DEMOLITION PROJECT

Recommendation: That City Council:

1. Award the 87 South G Street Demolition Project to H D Matthews Demolition & Excavation in the amount of \$24,995;
2. Authorize a 10% contingency to cover unforeseen construction costs; and
3. Authorize 10% for construction management, quality control, and inspection.

Documentation: M.O. 08-051518

Disposition: Approved.

7. AUTHORIZATION TO APPLY FOR FUNDING FROM THE FTA'S LOW OR NO EMISSION GRANT PROGRAM

Recommendation: That the City Council approve the resolution authorizing staff to submit an application for funding to the Federal Transit Administration's FY 2018 Low or No Emission Grant Program.

Documentation: Resolution No. 27-2018

Disposition: Approved.

8. TULARE COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN ADOPTION

Recommendation: That the City Council adopt the draft resolution approving Porterville's participation in the Tulare County Multi-jurisdictional Local Hazard Mitigation Plan.

Documentation: Resolution No. 28-2018

Disposition: Approved.

9. INTENT TO SET A PUBLIC HEARING TO CONSIDER ANNUAL ADJUSTMENT OF FEES BY APPLICATION OF THE ENR COST INDEX

Recommendation: That City Council set a Public Hearing for June 19, 2018, pursuant to Government Code Section 66026, for consideration to implement the City of Porterville's Impact Fee ENR Cost Index auto escalator.

Documentation: M.O. 09-051518

Disposition: Approved.

10. AUTHORIZATION TO PARTICIPATE IN SOUTHERN CALIFORNIA EDISON'S CHARGE READY PROGRAM FOR TRANSIT BUS ELECTRIFICATION

Recommendation: That the City Council:

1. Authorize staff to submit an application to participate in Southern California Edison's Charge Ready Program; and
2. Approve the draft resolution.

Documentation: Resolution No. 29-2018

Disposition: Approved.

11. REQUEST FOR PROCLAMATION - FREEDOM DAYS IN PORTERVILLE - JUNE 14 THROUGH JULY 4, 2018

Recommendation: That the City Council consider approval of the request to proclaim the period between June 14 and July 4, 2018, as "Freedom Days in Porterville."

Documentation: M.O. 10-051518

Disposition: Approved.

12. DEPARTMENT OF FINANCE POPULATION UPDATE

Recommendation: That the City Council authorize the Mayor Pro Tem to sign a request for State certification for the City of Porterville, January 1, 2018, at a population of 60,798.

Documentation: M.O. 11-051518

Disposition: Approved.

13. ASSIGNMENT OF AIRPORT LEASE - LOT 32C

Recommendation: That the City Council approve the Assignment of the Airport Lease for Lot 32C between the City of Porterville and William Parham to Pamela D. Hughes, Trustee of the William E. Parham Irrevocable Trust u/t/d July 29, 2013.

Documentation: M.O. 12-051518

Disposition: Approved.

**PUBLIC HEARINGS**

14. CONSIDERATION OF APPROVAL OF THE WINDSOR COURT DEVELOPMENT PROJECT

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive input regarding the proposed General Plan Amendment, Zone Change and Tentative Map;
2. Adopt the draft resolution approving the Negative Declaration with mitigation measures for the Windsor Court Development Project (PRC 2017-029);
3. Adopt the draft resolution approving the General Plan Amendment
4. Approve the draft ordinance approving the Zone Change contingent upon approval of the General Plan Amendment; and
5. Adopt the draft resolution approving the Windsor Court Tentative Subdivision Map contingent upon approval of the General Plan Amendment and Zone change; and
6. Waive further reading of the draft ordinance, approving the Zone Change and order it to print.

City Manager Lollis recused himself due to a potential conflict of interest and exited the council chambers. Administrative Services Director Patrice Hildreth introduced the item; and Community Development Director Jenni Byers presented the staff report. During the report, Ms. Byers noted an amendment to the environmental impact resolution, specifically Clause 5, as follows:

- “In addition to these mitigation measures, any further mitigation measures recommended by a responsible or trustee agency shall be upheld at the expense of the applicant with the oversight of the City and said responsible or trustee agency.”

The applicant addressed the Council to speak about the proposed development and similar existing developments; and made himself available to answer questions.

The Public Hearing was opened at 8:00 p.m.

- Brock Neeley inquired about the T driveway agreements and how enforceable they would be.
- Charlotte Nebbeker expressed her concern regarding traffic in the area and proposed street improvements.
- Virginia Gurrola inquired about the proximity of the proposed development to Kanai Avenue.

The Public Hearing was closed at 8:06 p.m.

Mayor Stowe was not present from 8:10 p.m. to 8:20 p.m.

City Council and Staff discussed the layout of the proposed development. Vice Mayor Ward expressed his concern with three residential streets exiting onto an arterial road (Henderson Avenue), and requested that it be reduced.

**COUNCIL ACTION:** MOVED by Mayor Milt Stowe, SECONDED by Council Member Cameron Hamilton that the City Council adopt the draft resolution approving the Negative Declaration with mitigation measures for the Windsor Court Development Project (PRC 2017-029), as amended; adopt the draft resolution approving the General Plan Amendment; approve the draft ordinance approving the Zone Change contingent upon approval of the General Plan Amendment; adopt the draft resolution approving the Windsor Court Tentative Subdivision Map contingent upon approval of the General Plan Amendment and Zone change; and waive further reading of the draft ordinance, approving the Zone Change and order it to print.

AYES: Reyes, Hamilton, Flores, Stowe

NOES: Ward

ABSTAIN: None

ABSENT: None

Documentation: Resolution No. 30-2018; Resolution No. 31-2018; Resolution No. 32-2018; and First Reading of Ordinance 1847.

Disposition: Approved.

## **SECOND READINGS**

15. SECOND READING - ORDINANCE NO. 1845 - AN ORDINANCE ESTABLISHING BY-DISTRICT ELECTIONS

Recommendation: That the Council give Second Reading to Ordinance No. 1845, waive further reading, and adopt said Ordinance.

City Attorney Julia Lew introduced the item and the staff report was waived by Council.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council give Second Reading to Ordinance No. 1845, being AN ORDINANCE OF THE COUNCIL OF THE CITY OF PORTERVILLE ADDING SECTIONS 2-1.1 THROUGH 2-1.5 OF CHAPTER 2, ARTICLE I, TO THE PORTERVILLE MUNICIPAL CODE RELATING TO ELECTION OF CITY COUNCIL MEMBERS BY DISTRICTS, waive further reading, and adopt said Ordinance. The motion carried unanimously.

City Attorney Lew read the ordinance by title only.

Documentation: Ordinance No. 1845

Disposition: Approved.

16. SECOND READING - ORDINANCE NO. 1846 - AN ORDINANCE APPROVING ZONE CHANGE PRC 2018-014-Z

Recommendation: That the Council give Second Reading to Ordinance No. 1846, waive further reading, and adopt said Ordinance.

City Manager Lollis indicated that he had a conflict of interest, and City Attorney Julia Lew introduced the item. The staff report was waived by the Council.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council give Second Reading to Ordinance No. 1846, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING ZONE CHANGE (PRC 2018-014-Z) FROM RM-3 (HIGH DENSITY RESIDENTIAL) TO PS (PUBLIC AND SEMI-PUBLIC) FOR THAT 1.55 ± ACRE SITE LOCATED GENERALLY AT THE NORTHWEST CORNER OF HENDERSON AVENUE AND WESTWOOD STREET, waive further reading, and adopt said Ordinance. The motion carried unanimously.

City Attorney Lew read the ordinance by title only.

Documentation: Ordinance No. 1846

Disposition: Approved.

**SCHEDULED MATTERS**

17. AUTHORIZATION TO MAKE ARRANGEMENTS WITH TULARE COUNTY TO REGULATE ALL ONSITE WASTEWATER TREATMENT (OWT) SYSTEMS WITHIN CITY LIMITS

Recommendation: That City Council:

1. Authorize Public Works Director or designee to begin negotiations with Tulare County for the County to regulate all OWT Systems within City limits, including the annual reporting requirements; and
2. Authorize the Mayor and City Clerk to execute the attached Resolution.

City Manager Lollis introduced the item. The Staff Report was waived per Council's request, and the public was given an opportunity to ask questions and comment on the item. Public Works Director Mike Reed spoke of a conversation he had with Tulare County Resource Management Agency regarding a program the State has offered to regulate OWT systems.

**COUNCIL ACTION:** MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council authorize the Public Works Director or designee to begin negotiations with Tulare County for the County to regulate all OWT Systems within City limits, including the annual reporting requirements and authorize the Mayor and City Clerk to execute the attached Resolution. The motion carried unanimously.

Documentation: Resolution No. 33-2018

Disposition: Approved.

#### 18. 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 continue the Declaration of Local Emergency. The motion carried unanimously.

Documentation: M.O. 13-051518

Disposition: Approved.

#### **ORAL COMMUNICATIONS**

None

#### **OTHER MATTERS**

- Council Member Flores spoke of her attendance at the Day of the Teacher event, and upcoming Exchange Club Run/Walk and the Military Banner Ceremony.
- Council Member Hamilton congratulated City Manager Lollis on 19 years of marriage.
- Council Member Reyes encouraged attendance at the Military Banner Ceremony on May 25th.

- Mayor Pro Tem Ward inquired about the placement of gold star banners; stated that he had a good time at the Cinco de Mayo parade; and concluded by sharing his new motto of “Grateful not Tulare.”
- Mayor Stowe spoke of a recent visit to Porterville; and stated that he hoped to be home soon.
- City Manager Lollis thanked City employees who volunteered at the City’s Fair booth; spoke of Fire Department Facebook posts and a swearing in of officers at the Police Department on Wednesday; and indicated that it was Law Enforcement Appreciation Week.

**CLOSED SESSION**

None

**ADJOURNMENT**

The Council adjourned at 8:45p.m. to the meeting of June 5, 2018.

SEAL

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Luisa M. Zavala, Deputy City Clerk

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Mayor Stowe, Mayor





## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Request to Purchase Police Vehicle

**SOURCE:** Police

**COMMENT:** In June 2018, Unit # 3268, a 2008 Ford F-150 was involved in an on-duty traffic collision. The estimated repair cost to this vehicle is in excess of the value of the truck and it would not be fiscally prudent to repair the damage due to the vehicle being scheduled for replacement during FY 2019/2020.

Department staff has conducted research with regard to the purchase of a suitable replacement for the existing police vehicle, and the Chevrolet Silverado has been identified as the vehicle that would be most suitable for our needs.

During research to purchase the vehicle through a state contract, our current law enforcement vehicle provider was determined to not have any suitable vehicles in stock. Additionally, the vendor was unsure when the next shipment would be delivered. In the past, this process has taken several months and in our most recent purchase, this process extended to approximately 7 months.

Based on this lack of availability, multiple local dealerships in Tulare County and Kern County were contacted in an effort to obtain three bids at local establishments. Only one approved vendor had the capability to supply a suitable vehicle.

Three-Way Chevrolet, an approved vendor, provided the lowest quote of \$29,757.35 and was the only vendor who had a vehicle in stock. It was also determined that this amount was actually less expensive than a vehicle would be through the state vendor.

Through sound fiscal management and savings in the vehicle's depreciation fund, monies for this vehicle's replacement have already been accumulated in the respective vehicle depreciation account. The Police Department requests Council approval to purchase the above-listed vehicle and for Department Staff to enter into direct negotiations with the vendor of this item in accordance with the City's Purchasing Policy & Procedure Manual, as amended by Resolution No. 122-87, adopted by Council on October 20, 1987.

**RECOMMENDATION:** That the City Council:

1. Authorize Police Department Staff to purchase one (1) police

Item No. 2.

vehicle; and

2. Authorize payment upon satisfactory delivery of the vehicle.

ATTACHMENTS: 1. Quote from Three-Way Chevrolet

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

00508229



4501 WIBLE RD.  
P.O. Box 9609  
Bakersfield, CA 93389  
(661) 377-3300  
FAX (661) 847-6571

SOLD TO ●

● CITY OF PORTERVILLE  
● 291 N MAIN ST  
●

PORTERVILLE

CA 932573737

TERMS: NET CASH

| DATE YOUR ORDER NO. | INVOICE NO. | YEAR | MAKE      | MODEL     | SERIAL NO.        |
|---------------------|-------------|------|-----------|-----------|-------------------|
| 06/19/18            | 0906440K    | 2018 | CHEVROLET | SILVERADO | 3GCPNCEC4JG315175 |

## EQUIPPED AS FOLLOWS:

## STANDARD EQUIPMENT

1WT PACKAGE

WORK TRUCK EQUIPMENT

GVW RATING - 7,000 LBS

REAR AXLE 3.42 RATIO

TRAILER BRAKE CONTROLLER

ENGINE, 5.3L V8 ECOTEC3

TRANSMISSION, 6 SPD AUTOMATIC

WT CONVENIENCE PACKAGE:

GLASS, DEEP-TINTED

POWER OUTLET, 110-VOLT AC

REMOTE KEYLESS ENTRY, INCL.

POWER HEATED OUTSIDE MIRRORS

CHROME BUMPER PACKAGE

FRONT BUMPER, CHROME

REAR BUMPER, CHROME

FRONT 40/20/40 CLOTH BENCH

50-STATE EMISSIONS

TRAILERING EQUIPMENT PKG INCL:

DESTINATION CHARGE

DEALER IMR CONTRIBUTION

LMA GROUP CONTRIBUTION

PACK

SELLING PRICE ..... 27,374.60

DEALER ADDS .....

OPTIONS/DEL FEE.....

DOC FEE ..... 80.00

SMOG FEE .....

CALIF TIRE FEE..... 8.75

DMV FEE ..... 29.00

COUNTY FEE.....

EXTENDED WARRANTY

TOTAL TAX ..... 2,265.00

TOTAL PRICE ..... 29,757.35

CASH DOWN.....

TRADE IN.....

REBATE.....

NET AMOUNT DUE..... 29,757.35

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

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Authorization to Purchase Electronic Fareboxes for Electric Transit Buses

**SOURCE:** Public Works

**COMMENT:** On February 7, 2017 the City Council authorized staff, by way of Resolution No. 04-2017, to purchase eleven electronic fareboxes for the electric transit bus fleet in an amount not to exceed \$163,992.78.

The Resolution also stated that the project shall be funded in the following manner: Federal Transit Administration (FTA) - 80% and Local Transportation Funds (LTF) - 20%.

Staff has identified available state and federal funding for this project and is recommending to the City Council authorization to change the project from eleven Fast Fare Fareboxes to nine Fast Fare Fareboxes, four Fast Fare-E Remote Readers, and spare parts at a cost not to exceed \$185,889.72. Staff is also recommending authorization to change the project funding source from FTA to the following:

|                                  |              |
|----------------------------------|--------------|
| California Prop 1B (2010/11)     | \$114,977.72 |
| California Prop 1B (2014/15)     | \$25,560.00  |
| FTA Grant (CA-90-Z199)           | \$36,281.60  |
| Local Transportation Funds (LTF) | \$9,070.40   |

**RECOMMENDATION:** That the City Council:

1. Adopt a Resolution authorizing the City Manager or his designee to sign all contract documents, purchase orders and change orders for an electronic farebox system purchase contract with Genfare of Elk Grove Village, IL for the purchase of nine Fast Fare fareboxes, four Fast Fare-E Remote Readers, and spare parts in an amount to not exceed \$185,889.72; and
2. Authorize the Mayor to sign the Resolution.

**ATTACHMENTS:**

1. Draft Resolution
2. Genfare Quote 7.26.18

**Appropriated/Funded:**

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

**RESOLUTION #\_\_\_\_\_ - 2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PORTERVILLE AFFIRMING AND AUTHORIZING  
“SOLE SOURCE PROVIDER” FOR FAREBOX SOFTWARE  
AND ON-BOARD EQUIPMENT**

**WHEREAS**, the City of Porterville (the “City”) currently utilizes at Porterville Transit an electronic farebox system to collect passengers revenues; and

**WHEREAS**, the electronic farebox system was purchased by the City in 2012 and upgraded in 2016 from Genfare, Inc. of Elk Grove Village, IL (Genfare) and is currently operated by Porterville Transit; and

**WHEREAS**, the City desires to obtain additional electronic farebox software and on-board equipment for the City’s Transit Electrification Project; and

**WHEREAS**, Genfare offers an integrated farebox system that functionality desired by the City and seamless integration with the existing farebox system used by Porterville Transit, and, accordingly, is the sole source provider of the desired software and hardware; and

**WHEREAS**, the City requested that Genfare prepare and submit a proposal for the necessary software, hardware and services to undertake the desired system; and

**WHEREAS**, the City has determined that Genfare appears to be a responsible proposer; and

**WHEREAS**, the project shall be funded in the following manner: California Prop 1B (2010/11) \$114,977.72; California Prop 1B (2014/15) \$25,560; FTA Grant (CA-90-Z199) \$36,281.60; and Local Transportation Funds (LTF) \$9,070.40.

**NOW THEREFORE, BE IT RESOLVED**, that the City Manager or his designee is authorized to enter into a contract with Genfare, Inc. of Elk Grove Village, IL for an amount not to exceed \$185,889.72; and

**BE IT FURTHER RESOLVED**, that the City Manager or his designee is hereby authorized, empowered and directed, for and on behalf of the City Council of the City of Porterville, to perform any and all actions and to execute any and all documents on behalf of the City as may be deemed necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of August, 2018.

---

Milt Stowe, Mayor

ATTEST:  
John D. Lollis, City Clerk

---

By: Patrice Hildreth, Chief Deputy City Clerk

# Sales Quotation

**Sold-To-Party**

City of Porterville  
291 N Main St  
Porterville CA 93257

**Ship-To-Party**

City of Porterville  
291 N Main St  
Porterville CA 93257

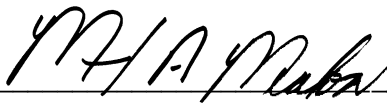
**Information**

**Sales Quote No.** 5019432  
**Document Date** 07/16/2018  
**Customer No.** 557  
**Currency** USD  
**Contact Name** Jacob Bedolla  
**Phone** 559-791-7800  
**FAX** 559-784-4569  
**EMAIL** rtree@ci.porterville.ca.us  
**Validity Start Date** 07/16/2018  
**Validity End Date** 12/31/2018  
**Req Ship Date** 10/30/2018

**End User**

City of Porterville  
291 N Main St  
Porterville CA 93257

| Item | Material                                                | Quantity | Price         | Amount     |
|------|---------------------------------------------------------|----------|---------------|------------|
| 10   | D28700-0557-36<br>G/A FAREBOX, FAST FARE, 36"           | 9 EA     | 15,656.00 USD | 140,904.00 |
|      | Tax                                                     | 1 EA     | 1,291.62 USD  | 11,624.58  |
| 20   | FREIGHT<br>Freight                                      | 1 EA     | 896.35 USD    | 896.35     |
| 40   | B29084-0025<br>S/A CABLE,EXTERNAL,- J1708- FASTFARE-25' | 11 EA    | 21.00 USD     | 231.00     |
|      | Tax                                                     | 1 EA     | 1.73 USD      | 19.06      |
| 50   | J1708 LICENSE<br>J1708 INTERFACE SOFTWARE LICENSE       | 11 EA    | 175.00 USD    | 1,925.00   |
|      | Tax                                                     | 1 EA     | 14.44 USD     | 158.81     |
| 60   | D29000-0002<br>G/A FAST FARE-e(SMCRD RDR,BCODE,SWP,WiF) | 4 EA     | 5,200.00 USD  | 20,800.00  |
|      | Tax                                                     | 1 EA     | 429.00 USD    | 1,716.00   |
| 70   | TS-0001<br>TECH.SUPPORT (1hr)                           | 1 EA     | 150.00 USD    | 150.00     |
| 80   | D22832-0001<br>S/A OCU, 30 BUTTON                       | 6 EA     | 0.00          |            |

**Signature:**

**Date:** 07/26/2018

**Sales Representative:**

Mark Mahon

**Phone:** 847-871-1415

**Email:**

mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above.

Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.



## Sales Quotation

### Sold-To-Party

City of Porterville  
 291 N Main St  
 Porterville CA 93257

### Ship-To-Party

City of Porterville  
 291 N Main St  
 Porterville CA 93257

### Information

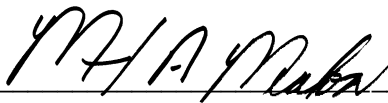
**Sales Quote No.** 5019432  
**Document Date** 07/16/2018  
**Customer No.** 557  
**Currency** USD  
**Contact Name** Jacob Bedolla  
**Phone** 559-791-7800  
**FAX** 559-784-4569  
**EMAIL** rtree@ci.porterville.ca.us  
**Validity Start Date** 07/16/2018  
**Validity End Date** 12/31/2018  
**Req Ship Date** 10/30/2018

### End User

City of Porterville  
 291 N Main St  
 Porterville CA 93257

| Item                 | Material                             | Quantity | Price        | Amount     |
|----------------------|--------------------------------------|----------|--------------|------------|
| 90                   | D22192-0007                          | 1 EA     | 4,300.00 USD | 4,300.00   |
|                      | S/A TRIM, MAGNETIC-FAST FARE FAREBOX |          |              |            |
|                      | Tax                                  | 1 EA     | 354.75 USD   | 354.75     |
| 100                  | D22597-0001                          | 8 EA     | 324.50 USD   | 2,596.00   |
|                      | S/A PCB, TRIM CONVEYOR               |          |              |            |
|                      | Tax                                  | 1 EA     | 26.77 USD    | 214.17     |
|                      |                                      |          |              | -----      |
| <b>Gross Value:</b>  |                                      |          |              | 171,802.35 |
| <b>Total Tax:</b>    |                                      |          |              | 14,087.37  |
| <b>Final Amount:</b> |                                      |          |              | 185,889.72 |

**Signature:** \_\_\_\_\_



**Date:** 07/26/2018

**Sales Representative:** Mark Mahon  
**Email:** mark.mahon@spx.com

**Phone:** 847-871-1415

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

## TERMS AND CONDITIONS OF SALE

**1. GENERAL.** Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

**2. SHIPPING & INSURANCE.** Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

**3. TERMS OF PAYMENT.** Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

**4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY.** All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

**5. CHANGES TO SPECIFICATIONS.** Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

**6. ACCEPTANCE, RETURNS AND EXCHANGES.** The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

**Return/Exchange Procedures.** Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

**7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE.** If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

**8. CANCELLATION.** If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

**9. FORCE MAJEURE.** To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

**10. INSTALLATION.** If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

**11. WARRANTY.** All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

**12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.** Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

**13. INDEMNIFICATION.** Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

**14. INSURANCE.** Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

**15. NOTICE.** All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

**16. MISCELLANEOUS.** No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

#### ATTACHMENT A- WARRANTY

##### 1. GENERAL TERMS

1.1 Subject to the provisions of this Warranty, Genfare warrants that the equipment and software described in Paragraph 1.2 shall conform to their specifications in all material respects and that the equipment shall be free from material defects in materials and workmanship.

1.2 This Warranty applies to all original purchases of new Genfare supplied equipment and spare parts, including licensed software (collectively the "Equipment"). This Warranty does not apply to any subscriptions purchased by customer.

1.3 The "Warranty Period" shall begin on the earliest of (a) the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation completion by a Genfare, or Genfare approved technician, or (c) the date the Equipment is placed into revenue service, and shall end (y) twelve (12) months thereafter for equipment purchases and (z) ninety (90) days thereafter for any spare parts purchases; provided, however, that the Warranty Period for Equipment purchased under Genfare's Upgrade/Reconditioning Program that has been reconditioned or refurbished shall end 6 months after commencement, unless otherwise specified in writing by Genfare.

##### 2. RETURN OF EQUIPMENT UNDER WARRANTY

2.1 If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:

2.2 Customer shall promptly notify Genfare of the problem and the serial number of the defective item;

(a) Genfare shall, at its option, either resolve the problem over the telephone, or provide Customer with authorization to ship the defective item to Genfare;

(b) if Genfare provides Customer with authorization to ship the defective item to Genfare, Customer shall attach a return tag with a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center;

(c) Genfare shall either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;

(d) Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.

2.2 Equipment which is repaired or replaced by Genfare under this Warranty shall be covered under all of the provisions of this Warranty for the remainder of the applicable Warranty Period or ninety (90) days from the date of repair or replacement, whichever is longer.

2.3 A failure is defined as a malfunction of a given device or component in the Equipment that renders the Equipment inoperative and/or unsuitable for the intended purpose.

2.4 It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein. It is further understood that the costs of discovery of the problem associated with a given item of Equipment and the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

**3. TELEPHONE TECHNICAL ASSISTANCE.** During the applicable Warranty Period, Genfare shall provide the Customer with over-the-telephone technical fault analysis. Genfare shall not charge Customer for the first ten (10) calls per location per month, and may charge Customer for all additional calls.

**4. UPGRADES.** During the applicable Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare.

**5. DEFAULT AND TERMINATION.** Genfare may immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment; (b) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (c) becomes bankrupt or insolvent, or is put into receivership; or (d) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare.

**6. LIMITATIONS AND QUALIFICATIONS OF WARRANTY.** This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as light bulbs, nor does it apply to any damage, defect or failure caused by:

(a) any part of the Equipment having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;

(b) improper installation, operation or maintenance by Customer or a third party;

(c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;

(d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual;

(e) inaccurate or incomplete information or data supplied or approved by Customer;

(f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;

(g) cosmetic damage;

(h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or

(i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale).

##### 7. LIMITATION ON DAMAGES.

**7.1 THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY FOR THE EQUIPMENT. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.**

**7.2 EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.**

**7.3 EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.**



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Consideration of Youth Experiencing Success (YES) Program Agreement and Request for Expansion

**SOURCE:** Parks and Leisure Services

**COMMENT:** For almost twenty years, the City of Porterville and Porterville Unified School District (PUSD) have worked collaboratively to provide an after-school learning program that promotes educational and enrichment opportunities for youth in the community. This joint collaboration, the Youth Experiencing Success (YES) Program, has grown substantially throughout the years, to now encompass expanded operations in three middle schools and ten elementary schools.

In order to better define the mutual commitments and roles in the administration and operations of today's YES Program, representatives from the City and PUSD have met and drafted an Agreement detailing responsibilities and setting forth clearly defined procedures. The draft Agreement is attached hereto for Council's consideration.

Additionally, PUSD has requested an increase in staffing for the YES Program to accommodate a further expansion of the program. Currently, the YES Program is available until 6:00 p.m. at all ten elementary schools. The PUSD Governing Board of Trustees recently approved the expansion to include all students in grades K-6, beginning in the upcoming 2018-19 school year. Students in the Program receive a daily meal, as well as three educational periods including academic studies in the classroom, physical fitness, and STEAM educational enrichment. Due to the program's popularity, in prior years there were a limited amount of students able to enroll in each grade prior to waitlists being formed, thereby prompting the request for increased staffing. PUSD estimates a need to hire approximately forty (40) additional employees. This would reflect a \$380,000 increase of the YES Elementary Program budget to include processing fees, uniforms, and training.

Due to YES Program expansion during the prior fiscal year, staff is requesting a budget adjustment to increase the appropriation for the YES Program for the prior 2017-2018 fiscal year by \$181,000 and a corresponding increase in the YES Program revenue budget for consistency with the prior year's actual revenues and expenditures. Staff will incorporate the new expansion revenues and costs in the 2018-2019 budget.

RECOMMENDATION:

That the City Council:

1. Approve the draft Agreement between the City of Porterville and the Porterville Unified School District Regarding the YES Program, and authorize the Mayor to sign said Agreement;
2. Approve the budget adjustment in the amount of \$181,000 to increase the FY2017-2018 YES Program costs and the corresponding increase in the YES Program revenue budget; and
3. Authorize staff to modify the FY2018-2019 revenue and expenditure estimates for the YES program, to accommodate the 2018-19 school year expansion.

ATTACHMENTS:

1. YES Expansion Request
2. YES Program Agreement

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

# PORTERVILLE UNIFIED SCHOOL DISTRICT

*Creating Opportunities: Changing Lives*

## DISTRICT BOARD OF TRUSTEES

LILLIAN DURBIN  
President

HAYLEY BUETTNER  
Vice President

SHARON GILL  
Clerk

600 West Grand Avenue

Porterville, CA 93257  
(559) 793-2400

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KEN GIBBS, Ed.D.  
DISTRICT SUPERINTENDENT  
(559) 793-2455  
(559) 793-1088 FAX

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## DISTRICT BOARD OF TRUSTEES

DAVID DePAOLI  
Member

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Member

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(559) 793-2450  
(559) 781-8386 FAX

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(559) 793-2480  
(559) 791-0401 FAX

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Asst. Superintendent  
Instructional Services  
(559) 793-2452  
(559) 793-1083 FAX

TOMAS VELASQUEZ

Member

February 26, 2018

City of Porterville  
Parks and Leisure Department  
291 North Main Street  
Porterville, CA 93257

Attn: Donnie Moore

As per our Porterville Unified School District Superintendent Dr. Ken Gibbs, the YES Expanded Learning Program will be expanding our fourth- sixth grade classes at each of our elementary campuses.

We estimate that in order to serve all the students that are rolling over for the 2018/2019 school year, we would need to hire approximately *forty* employees to serve in these positions. This would reflect in a \$380,000 increase of our budget to include processing fees, uniforms, and training.

We appreciate our collaborative partnership with the City of Porterville and value our working relationship. If you have any questions, please feel free to contact me at (559)793-2457.

Respectfully,

*Krystal Miller*

Krystal Miller  
Y.E.S. After School Program Personnel Liaison/Coordinator  
[kmiller@portervilleschools.org](mailto:kmiller@portervilleschools.org)  
(559)793-2457

AGREEMENT  
BETWEEN CITY OF PORTERVILLE AND  
PORTERVILLE UNIFIED SCHOOL DISTRICT REGARDING  
YOUTH EXPERIENCING SUCCESS (YES) PROGRAM

This Agreement (AGREEMENT) is entered into between the City of Porterville (CITY) and the Porterville Unified School District (PUSD) for the Youth Experience Success (YES) After-School Program. The CITY and PUSD hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

The CITY and PUSD have entered into the AGREEMENT with reference to the following facts and circumstances:

WHEREAS, PUSD and the CITY have an interest in working collaboratively to provide an after school program ("Program") in elementary and middle schools that promotes educational and enrichment opportunities for youth; and,

WHEREAS, PUSD receives funding from the After School Education and Safety ("ASES") Program for three middle schools and ten elementary schools to implement an after school educational and enrichment program.

NOW, THEREFORE, in consideration of the mutual commitments contained herein, the Parties hereby agree as follows:

A. TERM

1. The term of this AGREEMENT shall be for a period of three (3) years from the date of the Parties signing. This AGREEMENT may be extended for an additional three (3) years under the terms and conditions below commencing on the expiration date with mutual agreement of both Parties.
2. The Program shall run weekdays during the school year from 1:30 p.m. to 6:00 p.m., and may also include a different schedule due to minimum days, weekend, or sessions that occur on breaks such as winter, spring, or summer.
3. Any Party may withdraw from this AGREEMENT by giving written notice of its intent to withdraw at least ninety (90) calendar days in advance of the effective withdrawal date and upon completion of any operational commitments.
4. At the conclusion of this AGREEMENT, or at any time the AGREEMENT is cancelled or nullified, all equipment and related supplies



shall revert to the party who originally contributed the item to the Program.

## B. OPERATIONAL PERSONNEL

The Program consists of six (6) operational job classifications that work on-site at assigned school campuses, as listed below (Operational Personnel). These operational personnel do not include administrative personnel that directly and/or indirectly administer the Program. The job descriptions for the operational job classifications are attached hereto and incorporated herein as Exhibit A.

- After School Assistant II
- After School Assistant III
- After School Site Assistant
- After School Site Supervisor
- Y.E.S. Campus Supervisor
- Y.E.S. After School Gardener

Any modifications or additions to the six operational positions or job descriptions identified herein must be mutually approved in writing by the CITY and PUSD, unless so required by law.

## C. RESPONSIBILITIES

PUSD shall:

1. Provide school site facilities and ample space for the Program to operate, including classroom space and storage space.
2. Provide all curriculum, equipment and supplies needed for the Program.
3. Provide Program registration forms which meet both PUSD and CITY requirements and needs.
4. Recalculate annual Operational Personnel costs and Program costs as a part of the annual budget development, and submit annually to CITY by April 15<sup>th</sup>.
5. Reimburse CITY 109% of all Operational Personnel Program costs, excluding the City administrative personnel costs associated with administering and staffing the Program.
6. Reimburse CITY for any and all Workers Compensation claims costs for all Operational Personnel, upon receipt of a detailed reconciliation of costs which will be provided by the CITY on an annual basis. PUSD will make deposits through payroll throughout the year. If said deposits collected from PUSD are not sufficient to cover the actual costs, said deficiencies



will become due and payable. If said PUSD deposit amounts exceed actual Workers Compensation claims costs for YES Program operational personnel for that year, the excess shall be credited to PUSD. PUSD's obligation shall continue beyond the termination date of this AGREEMENT, concerning all costs for claims that occurred prior to this AGREEMENT'S termination.

7. Reimburse CITY for all costs associated with California Public Employee Retirement System (CalPERS) contributions for those Operational Personnel who are also PUSD employees enrolled in CalPERS. PUSD's obligation shall continue beyond the termination date of this AGREEMENT, concerning all costs for operations that occurred prior to this AGREEMENT'S termination.
8. Have at least one PUSD representative present for all Operational Personnel interviews.
9. Maintain effective communication with CITY regarding Operational Personnel performance.
10. Coordinate daily operational personnel substitutes, as needed.
11. Conduct monthly staff meetings/trainings in coordination with CITY.
12. Provide CITY with a written request for any Program expansion or modification to staffing at least thirty (30) days prior to the desired effective date with the understanding that the CITY will respond in writing within thirty (30) days of receipt. The request shall include a brief explanation and the amount of the proposed budget adjustment. Said changes shall not be authorized unless agreed upon in writing by both parties.
13. Comply with requirements of the USDA and PUSD Student Nutrition Services if providing and administering daily meals.
14. Assist in coordinating custodial needs of the Program.

CITY shall:

1. Have final authority in the hiring of its employees.
2. Invoice PUSD on a quarterly basis for CITY-incurred employee and program costs as agreed.
3. Administer hiring process, which includes application review; DOJ Live Scan scheduling and monitoring; drug/alcohol screen; TB test; conditional

offer of employment and associated payroll transaction; and new employee orientation.

4. Administer ongoing recruitment activities.
5. Complete injury/accident report forms for all work-related injuries.
6. Track employee hours for healthcare coverage pursuant to the requirements of the Affordable Care Act, and sick leave in accordance with State law.
7. Administer all workers compensation claims.
8. Track and process annual merit increases.
9. Maintain NCLB units data.
10. Prepare staff reports and memoranda to City Council pertaining to PUSD requests to modify program which result in a budget adjustment.
11. Attend monthly staff meetings conducted by PUSD.

#### D. MODIFICATION AND ASSIGNMENT

This AGREEMENT may be modified at any time by written agreement of the parties. Written modifications shall require prior approval by the City Council and the Porterville Unified School District Board, unless authority for such modifications has been expressly delegated to others acting on their behalf. Assignment of responsibilities under this AGREEMENT by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

#### E. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this AGREEMENT, to bind the other Party to any obligation whatsoever.

#### F. INDEMNIFICATION PROVISION

To the fullest extent permitted by law, and unless otherwise specified in this AGREEMENT, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees, and volunteers from and against any and all claims, actions, liabilities, and related to the indemnifying party's negligence,

recklessness, or willful misconduct, except where and to the extent caused by the active negligence or willful misconduct of the other. This provision shall survive the term of the AGREEMENT.

G. VENUE

The Parties agree that this AGREEMENT is entered into and is to be performed in Tulare County, California.

H. AMBIGUITIES

Each party and its legal counsel 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.

The individuals signing below have the authority to commit the party they represent to the terms of this AGREEMENT, and do so commit by signing.

CITY OF PORTERVILLE

PORTERVILLE UNIFIED SCHOOL DISTRICT

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

\_\_\_\_\_  
Nate Nelson, Assistant Superintendent

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

Date: 6/25/18

ATTEST:

ATTEST:

\_\_\_\_\_  
John D. Lollis, City Clerk

\_\_\_\_\_  
Maria Vidrio, Administrative Assistant

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

Date: 6/25/18

APPROVED AS TO FORM:

\_\_\_\_\_  
Julia Lew, City Attorney

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



**CITY OF PORTERVILLE**  
**AFTER SCHOOL ASSISTANT II**  
\$11.00 per hour

**JOB SUMMARY:**

Under general supervision, will assist in supervision and tutorial programs, activities, special events, and other related duties as assigned.

**REPRESENTATIVE DUTIES:**

1. Establish and supervise tutorial programs.
2. Assist supervisor in related duties.
3. Maintain a professional and positive manner at all times with staff, patrons, and supervisor.
4. Adhere to and enforce all safety Rules and Regulations, policies and procedures.

**QUALIFICATIONS GUIDELINE:**

Skills/knowledge:

Use of proper English grammar and mathematical concepts. Knowledge of children's games, youth athletics, and craft activities.

Education:

High school diploma or GED; college units preferred; experience in supervising youth, athletic events and arts/crafts activities; and experience in early childhood development is desirable.

Ability to:

Plan and implement lesson plans, supervise activities; maintain a safe environment for students; exercise good judgment in dealing with sensitive interpersonal matters; carry out instructions; meet deadlines; communicate effectively in verbal and written form; be organized; work a flexible schedule; and adhere to Rules and Regulations set forth by the City of Porterville.

Special Requirements:

May require working varied schedule of hours. Possible travel throughout the city on occasion. Ability to obtain and maintain a valid California Driver's License – Class C.

Special Conditions:

Prior to appointment candidates must pass a background check, drug/alcohol screen, and a TB test.



The City of Porterville is an equal opportunity employer (EEO) and is compliant with the Americans with Disabilities Act (ADA). If you believe you need accommodation under the ADA in the testing process for any position for which you intend to apply, please contact the Human Resources Division at (559) 782-7441 to request such accommodation. The City prohibits discrimination on the basis of race, color, religion, creed, sex, national origin, ethnicity, age, disability or medical condition, Acquired Immune Deficiency (AIDS/HIV) or AIDS related conditions, political affiliation, sexual orientation, ancestry, marital or domestic partner status, gender identity, parental status, veteran status, height, weight, or any other basis protected by law.

# CITY OF PORTERVILLE AFTER SCHOOL ASSISTANT III

\$12.44 – \$14.40 per hour

## **JOB SUMMARY:**

After School Assistants work directly with an assigned group of students to provide a safe, responsible, and well-supervised expanded learning program. The After School Assistants will set positive examples as a role models for the students they will be mentoring.

## **REPRESENTATIVE DUTIES:**

1. Assist in leadership at program sites.
2. Assist Site Supervisor and Site Assistant in supervision of program.
3. Communicate with supervisors, parents, participants, school districts representatives and staff members in a professional and positive manner at all times.
4. Adhere to and enforce all safety Rules and Regulations, policies and procedures.
5. Assist in maintaining accurate records and precise reports.
6. Perform a variety of tasks incidental to the operation of the programs.

## **QUALIFICATIONS GUIDELINE:**

### **Skills/knowledge:**

Use of proper English grammar and mathematical concepts; behavior management; Knowledge of appropriate relationships and ability to perceive student's needs. Applicant must know how to constructively guide students; knowledge of basic computer use; effectively interact with students and co-workers; structure time efficiently; and have patience to deal with disruptive behavior.

### **Education:**

Must possess an AA degree, 48 college units (from an accredited college), or pass the academic proficiency test (NCLB).

### **Ability to:**

Plan and implement lesson plans, supervise activities; maintain a safe environment for students; exercise good judgment in dealing with sensitive interpersonal matters; carry out instructions; meet deadlines; communicate effectively in verbal and written form; be organized; work a flexible schedule; and adhere to Rules and Regulations set forth by the City of Porterville.

### **Special Requirements:**

May require working varied schedule of hours. Possible travel throughout the city on occasion. Ability to obtain and maintain a valid California Driver's License – Class C.

### **Special Conditions:**

Prior to appointment candidates must pass a background check, drug/alcohol screen, and a TB test.



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# **CITY OF PORTERVILLE**

## **AFTER SCHOOL SITE ASSISTANT**

**\$14.40 - \$17.51 per hour**

### **JOB SUMMARY:**

Under general direction, the Site Assistant is responsible for assisting the Site Supervisor in performing the on-site supervision of program staff and volunteers; facilitate various activities that promote physical activity, nutrition, and hands on enrichment activities; and engage and support school-aged children and families in our community.

### **REPRESENTATIVE DUTIES:**

1. Assist the Site Supervisor in leadership at various program sites.
2. Schedule and supervise program assistants.
3. Communicate with supervisors, parents, participants, school districts representatives and staff members in a professional and positive manner at all times.
4. Assist with planning and designing appropriate educational/recreational activities for students.
5. Help enforce personnel policies.
6. Maintain accurate records and precise reports.
7. Perform a variety of tasks incidental to the operation of the programs.

### **QUALIFICATIONS GUIDELINE:**

#### **Skills/knowledge:**

Use of proper English grammar and mathematical concepts; behavior management; Knowledge of appropriate relationships and ability to perceive student's needs. Applicant must know how to constructively guide students; basic computer and printer knowledge; effectively interact with students and co-workers; structure time efficiently; and have patience to deal with disruptive behavior.

#### **Education:**

Must possess an AA degree, 48 college units (from an accredited college), or pass the academic proficiency test (NCLB). Experience organizing and supervising youth and adults.

#### **Ability to:**

Establish and maintain cooperative working relationships with staff, children and adults; establish and maintain a safe and healthy environment for students involved in activities, programs and classes; communicate effectively in verbal and written form; exercise good judgment in dealing with sensitive interpersonal matters; meet program deadlines; be organized and work a flexible schedule; and adhere to the Rules and Regulations set forth by the City of Porterville.

#### **Special Requirements:**

May require working varied schedule of hours. Possible travel throughout the city on occasion. Ability to obtain and maintain a valid California Driver's License – Class C.

#### **Special Conditions:**

Prior to appointment candidates must pass a background check, drug/alcohol screen, and a TB test.



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# **CITY OF PORTERVILLE**

## **AFTER SCHOOL SITE SUPERVISOR**

**\$18.46 - \$23.56 per hour**

### **JOB SUMMARY:**

Under general direction, the Site Supervisor is responsible for performing the on-site supervision of the program, staff, and volunteers; facilitating various activities that promote physical activity, nutrition, and hands-on enrichment activities; and engage and support school-aged children and families in our community.

### **REPRESENTATIVE DUTIES:**

1. Provide leadership at program sites.
2. Schedule and supervise program assistants.
3. Communicate with supervisors, parents, students, school districts representatives and staff members in a professional and positive manner at all times.
4. Assist in planning and designing appropriate educational/recreational activities.
5. Enforce personnel policies.
6. Maintain accurate records and precise reports.
7. Perform a variety of tasks incidental to the operation of the programs.

### **QUALIFICATIONS GUIDELINE:**

#### **Skills/Knowledge:**

Use of proper English grammar and mathematical concepts; behavior management; knowledge of appropriate relationship and ability to perceive student's needs. Applicant must know how to guide students constructively; basic computer and printer knowledge; effectively interact with students and co-workers; structure time efficiently; and has patience to deal with disruptive behavior.

#### **Education:**

Must possess an AA degree, 48 college units (from an accredited college), or pass academic proficiency test (NCLB). Experience organizing and supervising youth and adults.

#### **Ability to:**

Establish and maintain cooperative working relationships with staff, children and adults; establish and maintain a safe and healthy environment for students involved in activities, programs and classes; communicate effectively in verbal and written form; exercise good judgment in dealing with sensitive interpersonal matters; meet program deadlines; and be organized and work a flexible schedule; and adhere to the Rules and Regulations set forth by the City of Porterville.

#### **Special Requirements:**

May require working varied schedule of hours. Possible travel throughout the city on occasion. Ability to obtain and maintain a valid California Driver's License – Class C.

#### **Special Conditions:**

Prior to appointment candidates must pass a background check, drug/alcohol screen, and a TB test.



The City of Porterville is an equal opportunity employer (EEO) and is compliant with the Americans with Disabilities Act (ADA). If you believe you need accommodation under the ADA in the testing process for any position for which you intend to apply, please contact the Human Resources Division at (559) 782-7441 to request such accommodation. The City prohibits discrimination on the basis of race, color, religion, creed, sex, national origin, ethnicity, age, disability or medical condition, Acquired Immune Deficiency (AIDS/HIV) or AIDS related conditions, political affiliation, sexual orientation, ancestry, marital or domestic partner status, gender identity, parental status, veteran status, height, weight, or any other basis protected by law.



**CITY OF PORTERVILLE**  
**Y.E.S Campus Supervisor**  
\$13.81 – \$15.50 per hour

**JOB SUMMARY:**

Under general supervision, will assist in supervision and monitor student behavior at an assigned school campus; and other related duties as assigned.

**REPRESENTATIVE DUTIES:**

1. Perform campus and parking lot control and monitor after school events and activities.
2. Monitor and direct student activities in hallways, restrooms, etc.
3. Controls, monitors, and directs unauthorized persons on campus.
4. Counsel and advise students regarding violation of rules and regulations.
5. Performs a variety of behavior management and behavior shaping functions using positive behavior interventions and supports.
6. May contact appropriate law enforcement agencies in consultation with the Site Supervisor and/or Director to maintain the safety of the campus.

**QUALIFICATIONS GUIDELINE:**

Skills/knowledge:

Use of proper English grammar; know the school rules and policies; crowd control procedures and the detection and identification of drugs and improper substances; safe campus supervision methods and procedures.

Education:

High school diploma or GED; college units preferred; experience in supervising youth, athletic events and arts/crafts activities; and experience in early childhood development is desirable.

Ability to:

Perform effectively and efficiently in situations requiring tact, diplomacy, and good judgement; enforce campus rules and regulations; exercise good judgment in dealing with sensitive interpersonal matters; carry out instructions; meet deadlines; communicate effectively in verbal and written form; be organized; work a flexible schedule; and adhere to Rules and Regulations set forth by the City of Porterville.

Special Requirements:

May require working varied schedule of hours. Possible travel throughout the city on occasion. Ability to obtain and maintain a valid California Driver's License – Class C.

Special Conditions:

Prior to appointment candidates must pass a background check, physical, drug/alcohol screen, and a TB test.



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**CITY OF PORTERVILLE**  
**Y.E.S After School Gardener**  
\$14.40 – \$16.40 per hour

**JOB SUMMARY:**

Under general supervision, employee will work closely with the school and community stakeholders to maintain the school garden with the assistance of students, parents, and volunteers.

**REPRESENTATIVE DUTIES:**

1. Support the school garden to design, build, and plant fruit and vegetable gardens.
2. Work closely with school administration and community stakeholders.
3. Maintain garden with the assistance of students, parents, volunteer including: planting, weeding, watering, and harvesting as required.
4. Manage and maintain all garden equipment.

**QUALIFICATIONS GUIDELINE:**

Skills/knowledge:

Use of proper English grammar; know the school rules and policies; knowledge of gardening and horticulture preferred.

Education:

High school diploma or GED; college units preferred; experience in gardening; and experience in early childhood development is desirable.

Ability to:

Know the school rules and policies; must be able to lift and carry up to 40 pounds without accommodation; require frequent standing, walking, bending, stooping, kneeling, reaching, and squatting; must be able to work outdoors in all conditions; ensure student planted fruit and vegetable gardens survive and thrive during the school year and throughout the summer.

Special Requirements:

May require working varied schedule of hours. Possible travel throughout the city on occasion. Ability to obtain and maintain a valid California Driver's License – Class C.

Special Conditions:

Prior to appointment candidates must pass a background check, physical, drug/alcohol screen, and a TB test.



The City of Porterville is an equal opportunity employer (EEO) and is compliant with the Americans with Disabilities Act (ADA). If you believe you need accommodation under the ADA in the testing process for any position for which you intend to apply, please contact the Human Resources Division at (559) 782-7441 to request such accommodation. The City prohibits discrimination on the basis of race, color, religion, creed, sex, national origin, ethnicity, age, disability or medical condition, Acquired Immune Deficiency (AIDS/HIV) or AIDS related conditions, political affiliation, sexual orientation, ancestry, marital or domestic partner status, gender identity, parental status, veteran status, height, weight, or any other basis protected by law.



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Authorization to Apply for FTA Section 5311 Program Funding

**SOURCE:** Public Works

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

At this time, the California Department of Transportation, Division of Mass Transportation, has issued a call for federal fiscal year (FFY) 2019 Section 5311 funding for rural operation and capital assistance. Staff is requesting authorization to apply for operating assistance to continue transit service to the Tule River Indian Reservation. The total annual cost to operate service to and from the Tule River Indian Reservation is approximately \$274,278.

The estimated apportionment for the City of Porterville is \$151,758 in federal funds. The City's local share for the project is estimated at \$84,608, which will be covered by local transportation funds, and \$37,912 in Toll Credits. The Tule River Indian Reservation covers the required farebox from general tribal funds, making the route free for all passengers.

**RECOMMENDATION:** That City Council:

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

**ATTACHMENTS:** 1. Draft Resolution

**Appropriated/Funded:**

**Review By:**

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



**RESOLUTION # \_\_\_\_\_ - 2018**

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

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

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

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

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

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

That John Lollis, City Manager, is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That Richard Tree, Transit Manager, is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That Trisha Whiteley, Administrative Aide, is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

**PASSED AND ADOPTED** by the City Council of the City of Porterville, State of California, at a regular meeting of said Board Meeting held on August 7, 2018 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

---

Milt Stowe, Mayor

ATTEST:  
John D. Lollis, City Clerk

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By: Patrice Hildreth, Chief Deputy City Clerk



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Selection of On-call Environmental Consultants

**SOURCE:** Community Development

**COMMENT:** On April 3, 2018, the City Council authorized staff to distribute a Request for Qualifications for On-Call Consulting Services. The Request for Qualifications (RFQ) was sent to thirty eight (38) firms with offices throughout the Central Valley and the Los Angeles area. The City received seven responses and offered interviews to all responsive firms. The six firms that accepted interviews were: AES, Crawford & Bowen, EMC Planning Group, LSA, Provost & Pritchard Consulting Group, and QK. All firms were found to meet the desired qualifications.

Since 2003, the City has maintained an on-call consulting services contract. Until 2012, the City contracted with only one consulting firm at any given time; in 2012, this contract was amended to include three firms, so that staff could solicit proposals from multiple firms, rank them appropriately, and execute task orders as needed. In keeping with that intent, staff has at this time selected the top four consulting firms, allowing even greater flexibility, expedited response time, and capacity for the City's consulting needs. The proposed contract has a term of three years, with two possible one year extensions.

Initial projects to be pursued under these contracts would include:

- City initiated projects identified in the 10-year Capital Improvement Program
- Developer initiated projects
- SGMA implementation efforts
- General Plan Element amendments

During the review of the Statements of Qualifications and the interview process, the top ranking firms were identified as AES, Crawford & Bowen, LSA, and Provost & Pritchard Consulting Group.

**RECOMMENDATION:** That the City Council:

1. Authorize staff to negotiate on-call contracts with AES, Crawford & Bowen, LSA, and Provost & Pritchard Consulting Group;
2. Authorize the Mayor to sign contract documents;
3. Authorize the Community Development Director to sign task orders; and
4. Authorize staff to make payments up to 100% upon satisfactory completion of tasks.



ATTACHMENTS:                    1.     Staff Report of April 3, 2018 - RFQ for On-Call Consulting Services

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Maria Bemis, Finance Director



## CITY COUNCIL AGENDA – APRIL 3, 2018

**SUBJECT:** Authorization to Distribute Request for Qualifications For On-Call Consulting Services and a Resolution Affirming the Use of Caltrans Procedures for the Procurement of Consultants on State or Federally Funded Projects

**SOURCE:** Community Development

**COMMENT:** Since 2003, the City of Porterville has maintained an On-Call Consulting Services contract with at least one consulting firm to provide environmental and other specialized services (such as Engineering and Surveying) to the City. In previous years, such consultants were used primarily when there was an identified funding source or for developers wishing to shorten the timeline for recruiting for and bringing a separate consultant on board for a project. With the growing complexity of environmental law and regulations, the need for these services has become more pronounced. For at least the last year, the on-call consultants have been tasked with any project not deemed exempt from the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA).

Consultant services have been utilized on a number of private development projects as well as public works projects that include, but are not limited to, mitigation monitoring, environmental review of parks improvements and Community Development Block Grant (CDBG) projects, road widening and extension projects, and water system expansion. The most recently approved contracts are due for renewal, and so staff is requesting authorization to distribute a Request for Qualifications (RFQ) for On-Call Consulting Services.

The services to be rendered under this contract would consist of, but not be limited to, the preparation of Initial Studies, Negative Declarations, Environmental Impact Reports and where appropriate, Categorical Exclusions, Environmental Assessments, Environmental Impact Studies and other documents as necessary to comply with state and federal environmental guidelines. The selected consultant must have a substantial working knowledge of CEQA and NEPA, and the ability to perform specialized studies such as wetlands delineations, biological surveys, and archaeological surveys and must possess strong writing and communication skills and have a flexible schedule that will allow for attendance at meetings as necessary. Although the Community Development Director or designee will review the consultant's work, the above referenced skills are essential to meeting the City's need.

In addition to the preparation of environmental documents and studies, it is anticipated that the City will have a number of projects requiring on-site

biological and/or archaeological monitoring during construction. Other services typically rendered by the selected firm may also be utilized from time to time. It is intended that the successful consultant will perform on both public and private sector projects.

The City has been notified by Caltrans in regards to the procurement of consultant contracts that the City must affirm by way of resolution that it will use Caltrans procedures as defined in LAPM Chapter 10 whenever a project involves State or Federal funds. Failure to pass and approve such a resolution could lead to sanctions against the City and would place the City on hold for all future State and Federally funded projects. A resolution affirming as such is included for Council review and approval.

Lastly, in response to increased regulatory guidance from Caltrans for state and federally funded transportation projects, as well as similar requirements by State Water Resources Control Boards for certain water projects, the consultants must possess the ability to prepare all documents in a manner compliant with the Caltrans Standard Environmental Reference and Local Agency Procedures Manual. Language to this effect has been added to the RFQ.

RECOMMENDATION:            That the City Council:

1. Authorize staff to distribute a Request for Qualifications for On-Call Consulting Services; and
2. Approve the draft resolution affirming the use of Caltrans procedures for the procurement of consultants on State or Federally funded projects.

ATTACHMENTS:            1. Request for Qualifications

2. Caltrans LAPM Ch 10 Resolution

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



## **REQUEST FOR QUALIFICATIONS**

**On-Call Environmental Services  
JULY 2018 TO JULY 2023**

**PREPARED BY:  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
PLANNING DIVISION  
APRIL 2018**

**I     INTRODUCTION AND OBJECTIVES:**

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call environmental services for multiple Capital Improvement Projects and developer-initiated projects through task orders on an as-needed basis. On-call services are scheduled to begin July 2018 and terminate July 2023.

**II    EXAMINATION OF PROPOSAL DOCUMENTS:**

By submitting a proposal, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

**III   ADDENDA/CLARIFICATIONS:**

Any CITY changes to this RFQ will be made by written addendum. No verbal modification shall be binding.

**IV    PROPOSAL REQUIREMENTS:**

Proposals for this project will be accepted at this office until 4:00 p.m., on Monday, May 7, 2018. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "On-Call Environmental Services Qualifications for the City of Porterville." Cost proposals shall not be submitted until requested by the CITY. Proposals shall be addressed to:

Julie Phillips, Community Development Manager  
Community Development Department  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

The City reserves the right to reject any and all proposals, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

**V     PRE-CONTRACTUAL EXPENSES:**

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

**VI     EXCEPTIONS/DEVIATIONS:**

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations."

**VII    CONSULTANT REPRESENTATIVE:**

The CONSULTANT shall assign a responsible representative and an alternate, both of whom shall be identified in the proposal. The CONSULTANT's representative shall remain in responsible charge for the duration of the project. Should the CONSULTANT's primary representative be unable to continue with the project, the CONSULTANT's alternate representative shall become the primary representative. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

**VIII   LOCAL AGENCY REPRESENTATIVE:**

Julie Phillips, Community Development Manager, shall be the Contract Administrator and contact person for all communications with CITY.

**IX     INSURANCE REQUIREMENTS:**

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

- Full liability under Worker's Compensation laws of the State of California
- General comprehensive liability (*bodily injury and property damage*)\*
- Professional liability insurance (*errors and omissions*)\*
- Automotive liability Insurance\*

\*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

**X      INDEMNIFICATION:**

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful CONSULTANT and its subconsultants arising out of performance of the requirements of the Contract.

**XI SUBCONTRACTING:**

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

**XII FEDERAL, STATE, AND LOCAL LAWS:**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis.

**XIII PROPOSAL EVALUATION CRITERIA:**

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Firm(s) experience with similar projects;
- B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. Firm(s) understanding of the project requirements;
- D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- E. Firm(s) policy in providing Equal Employment Opportunity; and
- F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

**XIV CONSULTANT SELECTION AND INTERVIEWS:**

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all proposals and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for late May/early June 2018. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.



**XV COST PROPOSAL:**

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

**XVI CONTRACTS/AGREEMENTS:**

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, July 3, 2018. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

**XVII COMPENSATION:**

- A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal format specified in each task order request. Projects that involve Caltrans approval for any phase of the project must follow LAPM Chapter 10 cost proposal format requirements. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

## **XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:**

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

## **XIX PROPOSAL FORMAT AND CONTENT:**

Proposals shall be brief and include a concise address of the following information:

### **A. Firm Experience:**

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

### **B. Consultant Team:**

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. Proposal Format:

1. Proposals shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. Proposals should include, but not be limited to, the following:
  - a. Page numbering;
  - b. Table of Contents, if applicable;
  - c. Section dividers with tabs, if applicable;
  - d. Identification of offering firms, including name, address, and telephone number of each firm;
  - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
  - f. Acknowledgment of receipt of RFQ addenda, if any;
  - g. Concise, complete response to the technical aspects requested in the "Environmental Consultant Qualifications and Selection Criteria"; and
  - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

**CITY OF PORTERVILLE**  
**REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ENVIRONMENTAL SERVICES**

The City of Porterville seeks the services of an environmental consultant or consulting firm to provide assistance to City Staff as necessary in the preparation of environmental documents for multiple capital improvement projects and developer-initiated projects. The services to be rendered under this contract would consist of the preparation of Initial Studies, Negative Declarations, Environmental Impact Reports and where appropriate, Categorical Exclusions, Environmental Assessments, and other documents as necessary to comply with state and federal environmental guidelines. It is anticipated that the majority of the work effort would be focused on CEQA compliance. The selected environmental consultant must have a substantial working knowledge of CEQA and NEPA, must possess strong writing and communication skills, and have a flexible schedule that will allow for attendance at meetings as necessary. Although the consultant's work will be reviewed by the Community Development Director or Community Development Manager, the above referenced skills are essential to meeting the objectives of this program.

In addition to the preparation of environmental documents and studies, it is anticipated that the City will have a number of projects requiring on-site biological and/or archaeological monitoring during construction. Other services typically rendered by the selected firm(s) may also be utilized during the course of this agreement.

**SCOPE OF ENVIRONMENTAL CONSULTANT SERVICES:**

The consultant will respond directly to the Community Development Manager or her designee on a particular project. The selected consultant will perform, but not be limited to the following tasks:

1. Compile background data necessary for the preparation of the appropriate environmental documents.
2. Prepare Initial Study checklists, technical studies, categorical exemptions, negative declarations, mitigated negative declarations, environmental impact reports, environmental assessments, categorical exclusions, and environmental impact statements.
3. Develop timelines and work hour estimates necessary for the preparation of the environmental documents based on specific projects.
4. Identify key factors that need to be evaluated, which may require hiring a specialist in a particular area of analysis (i.e. air quality, noise, etc.). This may be addressed through services normally rendered by the consultant under this contract.

5. Coordinate early consultation and ongoing meetings with City staff and staff at other agencies.
6. Prepare appropriate forms associated with the applicable environmental document such as public hearing notices, notices of determination, negative declarations, notice of completion, etc.
7. Prepare requests for proposals for the preparation of technical studies to be utilized in the preparation of the environmental documents.
8. Provide biological and archaeological and other technical analysis staff or subconsultants for project site monitoring during construction activities in response to project specific mitigation measures.
9. Provide other consulting services as available through the selected firm(s).

**DESIRABLE QUALIFICATIONS OF THE CONSULTANT:**

The City is seeking a qualified consultant to provide on-call consulting services for the preparation of environmental documents, studies, related notices, and mitigation monitoring for compliance with the applicable environmental regulations and other consulting services. The desired consultant shall have the following qualifications:

1. Extensive experience in the preparation of environmental documents in compliance with CEQA and NEPA.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. Knowledge of the City of Porterville development and environmental review process is highly desirable.
4. The consultant must possess strong writing skills and be proficient using Microsoft Word and other standard software programs.
5. Be equipped with qualified biologists available for construction monitoring for project specific mitigation measures, and to provide site-specific project reviews for non-discretionary projects as needed.
6. Provide archaeological services either in-house or through a subconsultant that is listed on the Southern San Joaquin Valley Information List of qualified consultants.

**LOCAL AGENCY RESPONSIBILITIES:**

The CONSULTANT will report to the CITY's Contract Administrator who reports to the CITY's Public Works Director. The CONSULTANT shall not proceed with any work until the CITY provides the Notice to Proceed to the CONSULTANT.

The CITY's Contract Administrator will directly handle the project management and monitoring of the CONSULTANT's work to ensure it is complete, accurate, and consistent with the terms and conditions of the CONSULTANT contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Contract Administrator shall be responsible for the following:

- o Serve as the CITY's primary contact person for the CONSULTANT
- o Monitor the CONSULTANT's progress and provide direction
- o Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- o Approve the CONSULTANT's progress payments
- o Identify other CITY personnel for CONSULTANT to contact, if needed

All records and documentation produced by the CONSULTANT become property of the CITY.

| CONSULTANT SELECTION RATING FORM |                                                                                                                                                                                    |                   |                                                                                     |       |       |       |       |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------|-------|-------|-------|-------|
| Project Name:<br>Project Number: | Date:<br><br>                                                                                                                                                                      | Evaluation Factor | Rating Factor<br>Numerical Range &<br>Weighting Based on<br>Importance of<br>Factor | FIRM  | FIRM  | FIRM  | FIRM  |
|                                  |                                                                                                                                                                                    |                   |                                                                                     | Score | Score | Score | Score |
| a.                               | Capability to perform all or most aspects of the project.                                                                                                                          | 0-10              |                                                                                     |       |       |       |       |
| b.                               | Recent experience in projects comparable to the proposed project.                                                                                                                  | 0-10              |                                                                                     |       |       |       |       |
| c.                               | Firm's reputation for professional integrity and competence.                                                                                                                       | 0-5               |                                                                                     |       |       |       |       |
| d.                               | Key personnel's professional background and caliber.                                                                                                                               | 0-7               |                                                                                     |       |       |       |       |
| e.                               | Adequate qualified personnel available for assignment to the project.                                                                                                              | 0-5               |                                                                                     |       |       |       |       |
| f.                               | Recent experience in specialized areas of expertise associated with the project.                                                                                                   | 0-5               |                                                                                     |       |       |       |       |
| g.                               | Demonstrated ability to meet schedules or deadlines.                                                                                                                               | 0-10              |                                                                                     |       |       |       |       |
| h.                               | Demonstrated ability to complete projects without having major cost escalations or overruns.                                                                                       | 0-7               |                                                                                     |       |       |       |       |
| i.                               | Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.                                                                      | 0-10              |                                                                                     |       |       |       |       |
| j.                               | Quality of project previously undertaken.                                                                                                                                          | 0-10              |                                                                                     |       |       |       |       |
| k.                               | Familiarity with and proximity to the geographic location of the project.                                                                                                          | 0-5               |                                                                                     |       |       |       |       |
| l.                               | Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. | 0-3               |                                                                                     |       |       |       |       |
| m.                               | Demonstration of an understanding of the project's potential problems and the City's special concerns.                                                                             | 0-5               |                                                                                     |       |       |       |       |
| n.                               | Degree of interest shown in undertaking the project.                                                                                                                               | 0-3               |                                                                                     |       |       |       |       |
| o.                               | Evidence that consultant is an equal opportunity employer.                                                                                                                         | 0-2               |                                                                                     |       |       |       |       |
| p.                               | Proximity of firm's office to project.                                                                                                                                             | 0-3               |                                                                                     |       |       |       |       |
| TOTAL SCORE:                     |                                                                                                                                                                                    |                   |                                                                                     |       |       |       |       |
| RANKING:                         |                                                                                                                                                                                    |                   |                                                                                     |       |       |       |       |

Highest Possible Score = 100



## SERVICE AGREEMENT

**DATE:**

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

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

Project Name:

Description of Project: In general, Consultant to provide *(plans and specifications)* *(services)* for the *(proposed project)*. Details are summarized in the Scope of Services as Attachment "A".

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

### **SECTION 1. CONTRACT SERVICES:**

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

### **SECTION 2. PAYMENT:**

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

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25<sup>th</sup> of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

### **SECTION 3. COMPLETION DATE:**

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

### **SECTION 4. FAMILIARITY WITH PROJECT:**

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

### **SECTION 5. INDEPENDENT CONTRACTOR:**

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

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$1,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$1,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law***, CONSULTANT agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents, ***or CONSULTANT'S activities related to the terms and conditions of or implementation of this Agreement.***

#### **SECTION 6. WORKMANSHIP AND MATERIALS:**

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

#### **SECTION 7. ASSIGNMENT OF CONTRACT:**

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

#### **SECTION 8. AFFIRMATIVE ACTION.**

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

#### **SECTION 9. CONFLICT OF INTEREST CODE:**

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

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

#### **SECTION 10. TERMINATION:**

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

#### **SECTION 11. ENTIRE CONTRACT:**

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

**SECTION 12. DISPUTES; VENUE:**

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

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

CITY OF PORTERVILLE

CONSULTANT

By\_\_\_\_\_

By\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Scope of Services as Attachment "A"

(Scope of Services shall identify the project specifics as well as duration of the project or the duration of the contract. For example, lab services shall include page identifying charges for specific tests as well as hourly rates for personnel. The scope shall also include any potential/optional extensions of this contract).

## EXHIBIT 10-R A &amp;E SAMPLE CONTRACT LANGUAGE

(For Local Assistance Federal-aid Projects)

**NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS CONTRACT LANGUAGE IS ONLY SUGGESTED LANGUAGE. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.**

TABLE OF CONTENTS  
A&E SAMPLE CONTRACT LANGUAGE

| <u>Article</u>                                             | <u>Subject</u>                                                                  | <u>Page</u> |
|------------------------------------------------------------|---------------------------------------------------------------------------------|-------------|
| Article I                                                  | Introduction.....                                                               | 2           |
| Article II                                                 | Statement of Work .....                                                         | 2           |
| Article III                                                | Consultant's Reports or Meetings .....                                          | 4           |
| <i>Mandatory Fiscal and Federal provisions (Verbatim):</i> |                                                                                 |             |
| Article IV                                                 | Performance Period.....                                                         | 4           |
| Article V                                                  | Allowable Costs and Payments.....                                               | 4           |
| Article VI                                                 | Termination.....                                                                | 8           |
| Article VII                                                | Cost Principles and Administrative Requirements .....                           | 8           |
| Article VIII                                               | Retention of Records/Audit .....                                                | 9           |
| Article IX                                                 | Audit Review Procedures .....                                                   | 9           |
| Article X                                                  | Subcontracting .....                                                            | 10          |
| Article XI                                                 | Equipment Purchase .....                                                        | 11          |
| Article XII                                                | State Prevailing Wage Rates.....                                                | 11          |
| Article XIII                                               | Conflict of Interest.....                                                       | 12          |
| Article XIV                                                | Rebates, Kickbacks or other Unlawful Consideration.....                         | 12          |
| Article XV                                                 | Prohibition of Expending Local Agency State or Federal Funds for Lobbying ..... | 12          |
| Article XVI                                                | Statement of Compliance.....                                                    | 13          |
| Article XVII                                               | Debarment and Suspension Certification.....                                     | 14          |
| <i>Miscellaneous provisions:</i>                           |                                                                                 |             |
| Article XVIII                                              | Funding Requirements .....                                                      | 14          |
| Article XIX                                                | Change in Terms.....                                                            | 14          |
| Article XX                                                 | Disadvantaged Business Enterprises (DBE) Participation.....                     | 15          |
| Article XXI                                                | Contingent Fee.....                                                             | 16          |
| Article XXII                                               | Disputes .....                                                                  | 16          |
| Article XXIII                                              | Inspection of Work .....                                                        | 16          |
| Article XXIV                                               | Safety .....                                                                    | 17          |
| Article XXV                                                | Insurance.....                                                                  | 17          |
| Article XXVI                                               | Ownership of Data.....                                                          | 18          |
| Article XXVII                                              | Claims Filed by LOCAL AGENCY'S Construction Contractor.....                     | 18          |
| Article XXVIII                                             | Confidentiality of Data .....                                                   | 19          |
| Article XXIX                                               | National Labor Relations Board Certification .....                              | 19          |
| Article XXX                                                | Evaluation of Consultant .....                                                  | 19          |
| Article XXXI                                               | Retention of Funds.....                                                         | 19          |
| Article XXXII                                              | Notification .....                                                              | 21          |
| Article XXXIII                                             | Contract.....                                                                   | 21          |
| Article XXXIV                                              | Signatures.....                                                                 | 21          |

**ARTICLE I INTRODUCTION**

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: \_\_\_\_\_

Incorporated in the State of \_\_\_\_\_ (Name of State)

The Project Manager for the "CONSULTANT" will be \_\_\_\_\_ (Name)

The name of the "LOCAL AGENCY" is as follows: \_\_\_\_\_

The Contract Administrator for LOCAL AGENCY will be \_\_\_\_\_ (Name)

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated \_\_\_\_ (Date) \_\_\_\_\_. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

**ARTICLE II STATEMENT OF WORK**

*(INSERT APPROPRIATE STATEMENT OF WORK INCLUDING A DESCRIPTION OF THE DELIVERABLES)*

A. Consultant Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in consultant contract should be included. Describe acceptance criteria, and if the responsible consultant/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the contract including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No

Significant Impact, or the Caltrans District Director signs the Record of Decision [see Chapter 6, “*Environmental Procedures*” in the LAPM, and the *Standard Environmental Reference*].

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way plots are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the *Standard Environmental Reference*.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For contracts requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the contract fee, or provision may be made for separate payment.

H. Consultant Services During Construction

The extent, if any of CONSULTANT’s services during the course of construction as material testing, construction surveys, etc., are specified in the contract together with the method of payment for such services.

I. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

J. Deliverables and Number of Copies

The number of copies of papers or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way plots is specified. Provision may be made for payment for additional copies.

**ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

*(Choose either Option 1 or Option 2)*

*(Option 1 - Use paragraphs A & B below for standard contracts)*

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

*(Option 2 - Use paragraphs A & B below for on-call contracts)*

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

**ARTICLE IV PERFORMANCE PERIOD (Verbatim)**

*(A time must be set for beginning and ending the work under the contract. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the contract. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the contract.)*

*(Choose either Option 1 or Option 2)*

*(Option 1 - Use paragraphs A & B below for standard and on-call contracts)*

- A. This contract shall go into effect on \_\_\_\_ (Date) \_\_\_\_, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on \_\_\_\_ (Date) \_\_\_\_, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

*(Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)*

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)**

*(Choose either Option 1, 2, 3, or 4)*

*(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)*

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental



costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$ (Amount). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:  

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)
- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$ (Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

*(Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format)*

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$ (Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

*(Option 3 - Use paragraphs A through P for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format)*

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- (NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- (Option 4 - Use paragraphs A through E below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)*
- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule

set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$ (Amount).

#### **ARTICLE VI TERMINATION (Verbatim)**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

#### **ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of

administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

#### **ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

*(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)*

- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

*(The following AUDIT CLAUSE must be inserted into all contracts of \$3,500,000 or greater).*

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
  - 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American

Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE X SUBCONTRACTING (Verbatim)**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE (Verbatim)**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies,

equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

*(Choose either Option 1 or Option 2)*

*(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)*

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

*(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)*

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

**Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

## ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

*(Choose either Option 1 or Option 2 if appropriate)*

*(Option 1 - Use paragraphs C & D below with paragraphs A & B above for PS&E contracts only)*

- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

*(Option 2 - Use paragraphs C, D & E below with paragraphs A & B above for Construction Contract Administration contracts only)*

- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)**

*(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)*

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,



and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

#### ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

*(For contracts with Federal funding, add paragraphs C & D)*

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of

materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE XIX CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

**ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is \_\_\_\_\_%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of

the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

## ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## ARTICLE XXII DISPUTES

*(Choose either Option 1 or Option 2)*

*(Option 1 - Use paragraphs A through C below for all contracts without PS&E submittal)*

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

*(Option 2 - Replace Paragraph B, above, with the following for contracts requiring the submission of PS&E)*

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

## ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## ARTICLE XXIV SAFETY

*(Use on all contracts regardless of funding source)*

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL

AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.  
*(Add to all contracts, which may require trenching of five feet or deeper)*

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## ARTICLE XXV INSURANCE

*(Choose either Option 1 or Option 2)*

*(Option 1 - for Contracts with a scope of services that may require the consultant or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations)*

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
  2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
  3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

*(Option 2 - For Contracts with a scope of services that will not require the Consultant or subconsultant to work within the operating State or LOCAL AGENCY Highway Right of Way where there would be exposure to public traffic or construction Consultant operations)*

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

**ARTICLE XXVI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

**ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- (For PS&E contracts add paragraph F, below, to paragraphs A through E, above)*
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- (Local agency to include either B, C, or D below; delete the other two)*
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant,

deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

## ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

### CONSULTANT:

(Consultant)

(Name) \_\_\_\_\_, Project Manager

(Address)

### LOCAL AGENCY:

(Local Agency)

(Name) \_\_\_\_\_, Contract Administrator

(Address)



**ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXIV SIGNATURES**

---

(Name of Signer)

---

(Name of Signer)

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

## EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2<sup>nd</sup> Tier Subconsultant

Consultant \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

| Classification/Title | Name  | Hours | Actual Hourly Rate       | Total           |
|----------------------|-------|-------|--------------------------|-----------------|
| (Project Manager)*   | _____ | _____ | \$ (Insert Attachment 1) | \$ (Consultant) |
| (Sr. Civil Engineer) | _____ | _____ | \$ (Name)                | \$ (Name)       |
| (Envir. Scientist)   | _____ | _____ | \$ _____                 | \$ _____        |
| (Inspector)**        | _____ | _____ | \$ _____                 | \$ _____        |

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ \_\_\_\_\_

b) Anticipated Salary Increases (see page 2 for calculation) \$ \_\_\_\_\_

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ \_\_\_\_\_**INDIRECT COSTS**

d) Fringe Benefits (Rate: \_\_\_\_\_%) e) Total Fringe Benefits [(c) x (d)] \$ \_\_\_\_\_

Overhead (Rate: \_\_\_\_\_%) g) Overhead [(c) x (f)] \$ \_\_\_\_\_

h) General and Administrative (Rate: \_\_\_\_\_%) i) Gen &amp; Admin [(c) x (h)] \$ \_\_\_\_\_

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ \_\_\_\_\_**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee \_\_\_\_\_%** \$ \_\_\_\_\_**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

| Description of Item           | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|-------|
| Mileage Costs                 |          |      | \$        | \$    |
| Equipment Rental and Supplies |          |      | \$        | \$    |
| Permit Fees                   |          |      | \$        | \$    |
| Plan Sheets                   |          |      | \$        | \$    |
| Test                          |          |      | \$        | \$    |

l) **TOTAL OTHER DIRECT COSTS** \$ \_\_\_\_\_**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \$ \_\_\_\_\_

Subconsultant 2: \$ \_\_\_\_\_

Subconsultant 3: \$ \_\_\_\_\_

Subconsultant 4: \$ \_\_\_\_\_

m) **TOTAL SUBCONSULTANTS' COSTS** \$ \_\_\_\_\_n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ \_\_\_\_\_**TOTAL COST [(c) + (j) + (k) + (n)]** \$ \_\_\_\_\_**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

| Direct Labor<br>Subtotal per Cost<br>Proposal | Total Hours per<br>Cost Proposal |   | Avg<br>Hourly<br>Rate | 5 Year<br>Contract<br>Duration |
|-----------------------------------------------|----------------------------------|---|-----------------------|--------------------------------|
| \$250,000.00                                  | 5000                             | = | \$50.00               | Year 1 Avg<br>Hourly Rate      |

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

|        | Avg Hourly Rate |   | Proposed Escalation |   |         |                        |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$50.00         | + | 2%                  | = | \$51.00 | Year 2 Avg Hourly Rate |
| Year 2 | \$51.00         | + | 2%                  | = | \$52.02 | Year 3 Avg Hourly Rate |
| Year 3 | \$52.02         | + | 2%                  | = | \$53.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$53.06         | + | 2%                  | = | \$54.12 | Year 5 Avg Hourly Rate |

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

|        | Estimated % Completed<br>Each Year |   | Total Hours per Cost<br>Proposal |   | Total Hours per<br>Year |                        |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 20.0%                              | * | 5000                             | = | 1000                    | Estimated Hours Year 1 |
| Year 2 | 40.0%                              | * | 5000                             | = | 2000                    | Estimated Hours Year 2 |
| Year 3 | 15.0%                              | * | 5000                             | = | 750                     | Estimated Hours Year 3 |
| Year 4 | 15.0%                              | * | 5000                             | = | 750                     | Estimated Hours Year 4 |
| Year 5 | 10.0%                              | * | 5000                             | = | 500                     | Estimated Hours Year 5 |
| Total  | 100%                               |   | Total                            | = | 5000                    |                        |

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

|                                                 | Avg Hourly Rate<br>(calculated above) |   | Estimated hours<br>(calculated above) |   | Cost per<br>Year |                        |
|-------------------------------------------------|---------------------------------------|---|---------------------------------------|---|------------------|------------------------|
| Year 1                                          | \$50.00                               | * | 1000                                  | = | \$50,000.00      | Estimated Hours Year 1 |
| Year 2                                          | \$51.00                               | * | 2000                                  | = | \$102,000.00     | Estimated Hours Year 2 |
| Year 3                                          | \$52.02                               | * | 750                                   | = | \$39,015.00      | Estimated Hours Year 3 |
| Year 4                                          | \$53.06                               | * | 750                                   | = | \$39,795.30      | Estimated Hours Year 4 |
| Year 5                                          | \$54.12                               | * | 500                                   | = | \$27,060.80      | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation         |                                       |   |                                       | = | \$257,871.10     |                        |
| Direct Labor Subtotal before Escalation         |                                       |   |                                       | = | \$250,000.00     |                        |
| Estimated total of Direct Labor Salary Increase |                                       |   |                                       | = | \$7,871.10       | Transfer to Page 1     |

## NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**EXHIBIT 10-H1 COST PROPOSAL** Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: \_\_\_\_\_ Title \*: \_\_\_\_\_

Signature : \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

|  |
|--|
|  |
|--|

## EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant \_\_\_\_\_ ☐ Prime Consultant ☐ Subconsultant ☐ 2<sup>nd</sup> Tier Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Participation Amount \$ \_\_\_\_\_ Date \_\_\_\_\_

|                       |                                               |   |                   |
|-----------------------|-----------------------------------------------|---|-------------------|
| For Combined Rate     | Fringe Benefit % + General & Administrative % | = | Combined ICR%     |
| OR                    |                                               |   |                   |
| For Home Office Rate  | Fringe Benefit % + General & Administrative % | = | Home Office ICR%  |
| For Field Office Rate | Fringe Benefit % + General & Administrative % | = | Field Office ICR% |

|     |   |   |
|-----|---|---|
| Fee | = | % |
|-----|---|---|

## BILLING INFORMATION

## CALCULATION INFORMATION

| Name/Job Title/Classification <sup>1</sup>                   | Hourly Billing Rates <sup>2</sup> |          |        | Effective Date of Hourly Rate |            | Actual or Avg.<br>Hourly Rate <sup>4</sup> | % or \$<br>Increase | Hourly Range -<br>for Classifications Only |
|--------------------------------------------------------------|-----------------------------------|----------|--------|-------------------------------|------------|--------------------------------------------|---------------------|--------------------------------------------|
|                                                              | Straight <sup>3</sup>             | OT(1.5x) | OT(2x) | From                          | To         |                                            |                     |                                            |
| John Doe – Project Manager *<br>Civil Engineer II            | \$0.00                            | \$0.00   | \$0.00 | 01/01/2016                    | 12/31/2016 | \$0.00                                     |                     | Not Applicable                             |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2017                    | 12/31/2017 | \$0.00                                     | 0.0%                |                                            |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2018                    | 12/31/2018 | \$0.00                                     | 0.0%                |                                            |
| Sue Jones – Construction<br>Engineer/Inspector<br>Engineer I | \$0.00                            | \$0.00   | \$0.00 | 01/01/2016                    | 12/31/2016 | \$0.00                                     |                     | Not Applicable                             |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2017                    | 12/31/2017 | \$0.00                                     | 0.0%                |                                            |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2018                    | 12/31/2018 | \$0.00                                     | 0.0%                |                                            |
| Buddy Black – Claims Engineer<br>Engineer III                | \$0.00                            | \$0.00   | \$0.00 | 01/01/2016                    | 12/31/2016 | \$0.00                                     |                     | Not Applicable                             |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2017                    | 12/31/2017 | \$0.00                                     | 0.0%                |                                            |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2018                    | 12/31/2018 | \$0.00                                     | 0.0%                |                                            |
| Land Surveyor **                                             | \$0.00                            | \$0.00   | \$0.00 | 01/01/2016                    | 12/31/2016 | \$0.00                                     |                     | \$00 - \$00                                |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2017                    | 12/31/2017 | \$0.00                                     | 0.0%                | \$00 - \$00                                |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2018                    | 12/31/2018 | \$0.00                                     | 0.0%                | \$00 - \$00                                |
| Technician                                                   | \$0.00                            | \$0.00   | \$0.00 | 01/01/2016                    | 12/31/2016 | \$0.00                                     |                     | \$00 - \$00                                |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2017                    | 12/31/2017 | \$0.00                                     | 0.0%                | \$00 - \$00                                |
|                                                              | \$0.00                            | \$0.00   | \$0.00 | 01/01/2018                    | 12/31/2018 | \$0.00                                     | 0.0%                | \$00 - \$00                                |

(Add pages as necessary)

## NOTES:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT 10-H2 COST PROPOSAL** Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant \_\_\_\_\_ ☐ Prime Consultant ☐ Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

| <b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b> |                 |             |                  |              |
|--------------------------------------------------------------------------------|-----------------|-------------|------------------|--------------|
| <b>Description of Item</b>                                                     | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total</b> |
| Mileage Costs                                                                  |                 |             | \$               | \$           |
| Equipment Rental and Supplies                                                  |                 |             | \$               | \$           |
| Permit Fees                                                                    |                 |             | \$               | \$           |
| Plan Sheets                                                                    |                 |             | \$               | \$           |
| Test                                                                           |                 |             | \$               | \$           |
| Vehicle                                                                        |                 |             | \$               | \$           |
| Subconsultant 1:                                                               |                 |             |                  | \$           |
| Subconsultant 2:                                                               |                 |             |                  | \$           |
| Subconsultant 3:                                                               |                 |             |                  | \$           |
| Subconsultant 4:                                                               |                 |             |                  | \$           |
| Subconsultant 5:                                                               |                 |             |                  | \$           |

Note: Add additional pages if necessary.

## NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

**EXHIBIT 10-H2 COST PROPOSAL** Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: \_\_\_\_\_ Title \*: \_\_\_\_\_

Signature : \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:



**EXHIBIT 10-H3 COST PROPOSAL** Page 1 of 2COST PER UNIT OF WORK CONTRACTS  
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2<sup>nd</sup> Tier Subconsultant

Consultant \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**Unit/Item of Work:****(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)**  
**Include as many Items as necessary.**

| DIRECT LABOR                   | Hours | Billing Hourly Rate (\$) | Total (\$) |
|--------------------------------|-------|--------------------------|------------|
| Professional (Classification)* | _____ | _____                    | _____      |
| Sub-professional/Technical**   | _____ | _____                    | _____      |
| EQUIPMENT 1 (with Operator)    | _____ | _____                    | _____      |
| EQUIPMENT 2 (with Operator)    | _____ | _____                    | _____      |

**Consultant's Other Direct Costs (ODC) – Itemize:**

| Description of Item                       | Quantity | Unit | Unit Cost | Total |
|-------------------------------------------|----------|------|-----------|-------|
| ODC Example: Travel/Mileage Costs         |          |      | \$        | \$    |
| ODC Example: Mobilization/De-mobilization |          |      | \$        | \$    |
| ODC Example: Supplies/Consumables         |          |      | \$        | \$    |
| ODC Example: Report                       |          |      | \$        | \$    |
| ODC (List more ODCs as applicable)        |          |      | \$        | \$    |
| Subconsultant 1:                          |          |      |           | \$    |
| Subconsultant 2:                          |          |      |           | \$    |
| Subconsultant 3:                          |          |      |           | \$    |
| Subconsultant 4:                          |          |      |           | \$    |
| Subconsultant 5:                          |          |      |           | \$    |

Note: Attach additional pages if necessary.

**TOTAL COST PER UNIT OF WORK**

\$ \_\_\_\_\_

**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items shall be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- Billing Hourly Rates must be actual, allowable, and reasonable.

**EXHIBIT 10-H3 COST PROPOSAL** Page 2 of 2

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. [Title 23 United States Code Section 112](#) - Letting of Contracts
16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: \_\_\_\_\_ Title\*: \_\_\_\_\_

Signature : \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

|  |
|--|
|  |
|--|

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of \_\_\_\_\_%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: (Insert Attachment Number) \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: (Consultant) \_\_\_\_\_ 6. Prime Certified DBE: ☐

| 7. Description of Work, Service, or Materials Supplied                                                              | 8. DBE Certification Number | 9. DBE Contact Information                                                                                                                  | 10. DBE %       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|                                                                                                                     |                             |                                                                                                                                             |                 |
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| <b>Local Agency to Complete this Section</b>                                                                        |                             |                                                                                                                                             |                 |
| 17. Local Agency Contract Number: _____                                                                             |                             | <b>11. TOTAL CLAIMED DBE PARTICIPATION</b>                                                                                                  | <b>%</b>        |
| 18. Federal-Aid Project Number: _____                                                                               |                             | <b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. |                 |
| 19. Proposed Contract Execution Date: (Name) _____                                                                  |                             |                                                                                                                                             |                 |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. |                             |                                                                                                                                             |                 |
| 20. Local Agency Representative's Signature _____                                                                   | 21. Date _____              | 12. Preparer's Signature _____                                                                                                              | 13. Date _____  |
| 22. Local Agency Representative's Name _____                                                                        | 23. Phone _____             | 14. Preparer's Name _____                                                                                                                   | 15. Phone _____ |
| 24. Local Agency Representative's Title _____                                                                       |                             | 16. Preparer's Title _____                                                                                                                  |                 |

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT****CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: (Insert Attachment Number) \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_ 9. Total Number of **ALL** Subconsultants: (Consultant) \_\_\_\_\_

| 10. Description of Work, Service, or Materials Supplied                                                                                                                                                                                                                     | 11. DBE Certification Number | 12. DBE Contact Information                                                                                                                                                                                                                                                         | 13. DBE Dollar Amount |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                             |                              |                                                                                                                                                                                                                                                                                     |                       |
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| <b>Local Agency to Complete this Section</b>                                                                                                                                                                                                                                |                              | <b>14. TOTAL CLAIMED DBE PARTICIPATION</b>                                                                                                                                                                                                                                          | \$                    |
| 20. Local Agency Contract Number: _____ (Name) _____<br>21. Federal-Aid Project Number: _____<br>22. Contract Execution Date: _____ (Name) _____<br><br>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. |                              |                                                                                                                                                                                                                                                                                     | %                     |
| 23. Local Agency Representative's Signature _____ 24. Date _____<br><br>25. Local Agency Representative's Name _____ 26. Phone _____<br><br>27. Local Agency Representative's Title _____                                                                                   |                              | <b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.<br><br>15. Preparer's Signature _____ 16. Date _____<br><br>17. Preparer's Name _____ 18. Phone _____<br><br>19. Preparer's Title _____ |                       |

**DISTRIBUTION:** 1. Original – Local Agency  
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT****CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
AFFIRMATION OF THE USE OF CALTRANS  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) CHAPTER 10 FOR CONSULTANT  
SELECTION ON STATE OR FEDERALLY  
FUNDED PROJECTS

WHEREAS, Caltrans has notified the City of Porterville that it must use Caltrans procedures to procure consultant contracts whenever a project involves State or Federal funds; and

WHEREAS, Caltrans has also notified the City of Porterville it can place sanctions against the City and put on hold all future State and Federally funded projects for the City until such time as the City of Porterville affirms through resolution that it will use Caltrans procedures as defined in LAPM Chapter 10 to procure consultant contracts whenever a project involves State or Federal funds;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does affirm and assure that Caltrans procedures to procure consultant contracts for all State and Federally funded projects shall be adhered to.

PASSED AND ADOPTED this 3rd day of April, 2018.

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Milt Stowe, Mayor

ATTEST:  
John Longley, City Clerk

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By: Patrice Hildreth, Deputy Chief City Clerk



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Request for an Extension of Time for Salazar Ranch

**SOURCE:** Community Development

**COMMENT:** The City Council at its regularly scheduled meeting of August 7, 2007, approved Resolution 78-2007 for the Salazar Ranch Tentative Subdivision Map, being a division of a 3.12 +/- acre parcel into twelve single family residential lots in one phase (Attachment 1). The site is generally located east of Newcomb Street and south of North Grand Avenue. Statute 66452.6(e) of the California Government Code, the Subdivision Map Act, allows the City Council to grant extensions of time for tentative subdivision maps for a period, or periods, not exceeding a total of six years.

Since the map qualified for a series of automatic extensions provided through Senate Bill 1185, and Assembly Bills 333, 208, 116, 1303, the expiration date of the map has been adjusted to August 7, 2018. On June 12, 2018, staff received a written request from the applicant, to extend the Salazar Ranch Tentative Subdivision Map for 24 months. This extension will allow time for the applicant to fulfill the requirements of the Porterville Development Ordinance related to preparation of the Final map and extend the projected expiration date of August 7, 2018 to August 7, 2020. Pursuant to Section 15162 of the California Code of Regulations no subsequent environmental analysis is necessary.

At the time of approval, the parcel had a General Plan land use designation of Low Density Residential Development and was conditioned to development in accordance with the R-1, (One Family Residential) Zone, including lot sizes, site coverage, and parking. At the time of the approval, the then required density for that land use designation was two to seven units per net acre, to which the proposed subdivision is calculated to be developed to a density of 3.85 units per net acre. After the 2010 Porterville Development Ordinance update, the zoning was amended to RS-2, Low Density Residential with a maximum density of 7.5 units per net acre. Because the Salazar Ranch Tentative Map was not a Vesting Tentative Map, the development will be held to the new design and development standards of the City.

**RECOMMENDATION:** That the City Council adopt the draft resolution approving a 24-month extension of time for the Salazar Ranch Tentative Subdivision Map.

**ATTACHMENTS:** 1. Salazar Ranch Tentative Subdivision Map

2. Resolution 78-2007
3. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

TENTATIVE SUBDIVISION MAP  
of  
Salazar Ranch

BEING A SUBDIVISION OF A PORTION OF LOT 8 OF PIONEER LAND Co's 2nd SUBDIVISION, RM 3-23, SITUATED WITHIN OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, T.21S., R.27E., M.D.B. & M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

For:

**MIGUEL SALAZAR**  
1884 WEST FOREST AVENUE  
PORTERVILLE, CALIFORNIA 93257  
(559) 920-2971

By:

**JAMES WINTON & ASSOCIATES**  
150 WEST MORTON AVENUE  
PORTERVILLE, CALIFORNIA 93257  
(559) 781-2700

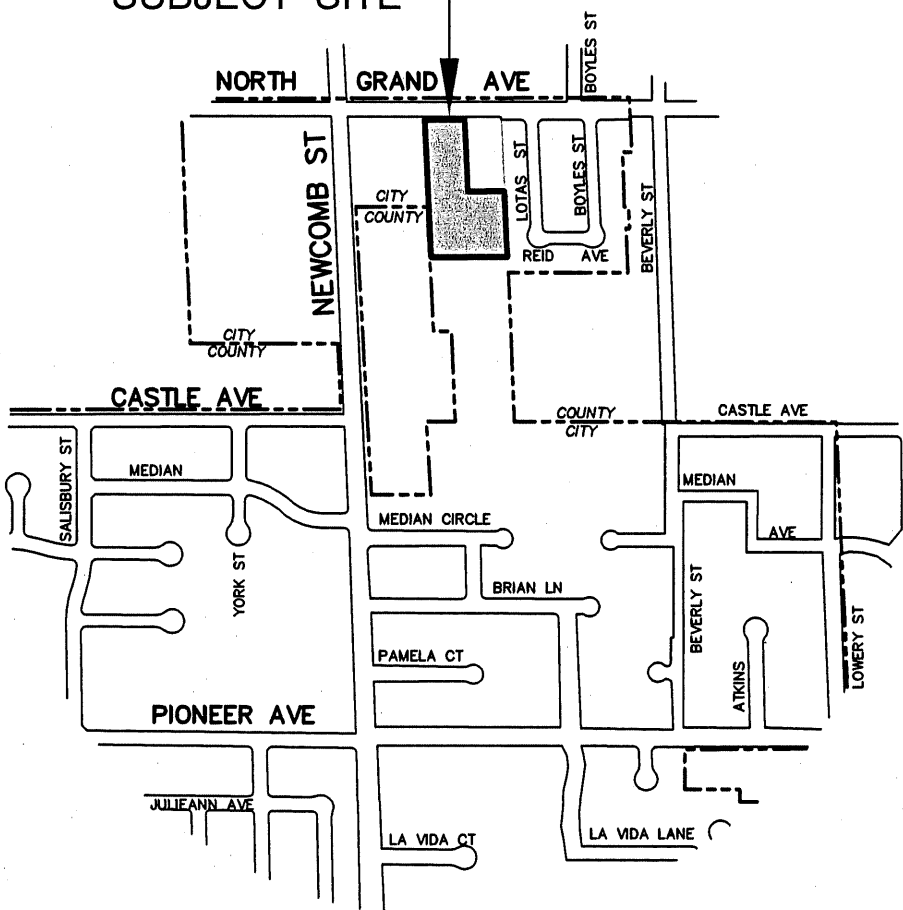
NOTES

1. DATE OF PREPARATION: APRIL 12, 2007
2. ZONE: R-1. GENERAL PLAN: LOW DENSITY RESIDENTIAL.
3. ALL DISTANCES SHOWN ARE IN FEET & DECIMALS THEREOF AND ARE APPROXIMATE.
4. GROSS PARCEL AREA = 3.12± ACRES; NET PARCEL AREA = 2.31± ACRES.
5. EXISTING LAND USE: SINGLE FAMILY RESIDENTIAL, VACANT.
6. PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL (100% OF SITE).
7. IMPROVEMENTS TO CONFORM TO APPLICABLE ORDINANCES & STATUTES.
8. EASEMENTS FOR PUBLIC UTILITIES TO BE PROVIDED AS REQUIRED.
9. NOT SUBJECT TO INUNDATION OR OVERFLOW, FIRM ZONE C
10. NATURAL GAS BY: THE GAS COMPANY
11. TELEPHONE BY: AT&T
12. POWER BY: SOUTHERN CALIFORNIA EDISON CO.
13. CABLE T.V. BY: CHARTER COMMUNICATIONS
14. DOMESTIC WATER BY: CITY OF PORTERVILLE
15. SEWAGE DISPOSAL BY: CITY OF PORTERVILLE
16. REFUSE COLLECTION BY: CITY OF PORTERVILLE
17. DRAINAGE: SURFACE FLOW AND EXTENSION OF EXISTING STORM DRAIN SYSTEM.
18. WATER QUANTITY: AS PER CITY STANDARDS.
19. OFF STREET PARKING: 2 SPACES/UNIT.



SCALE: 1" = 50'

SUBJECT SITE



LOCATION MAP

NOT TO SCALE

LEGEND

- |           |                        |
|-----------|------------------------|
| —         | SUBDIVISION BOUNDARY   |
| ○ FH      | FIRE HYDRANT           |
| ☼         | PROPOSED STREET LIGHT  |
| — WATER — | WATER LINE             |
| — SEWER — | SANITARY SEWER LINE    |
| — STORM — | STORM DRAIN LINE       |
| ○ SSMH    | SANITARY SEWER MANHOLE |
| ○ SDMH    | STORM DRAIN MANHOLE    |
| □ CB      | CATCH BASIN            |
| 000       | EXISTING CONTOUR       |
| (E)       | EXISTING               |
| (P)       | PROPOSED               |
| →         | PROPOSED SURFACE FLOW  |

RESOLUTION NO. 78-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL FOR  
SALAZAR RANCH TENTATIVE SUBDIVISION MAP FOR A 3.12± ACRE SITE  
LOCATED ON THE SOUTH SIDE OF NORTH GRAND AVENUE BETWEEN  
NEWCOMB STREET AND LOTAS STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of August 7, 2007, conducted a public hearing to consider approval of the Salazar Ranch Tentative Subdivision Map, being a division of a 3.12± acre parcel into twelve (12) single family residential lots in one (1) phase for that site located on the south side of North Grand Avenue between Newcomb Street and Lotas Street; and

WHEREAS: The project is Categorically Exempt pursuant to Section 15332, Class 32, of the CEQA Guidelines – In-fill development-less than 5 acres; and

WHEREAS: The Project Review Committee on August 1, 2007, discussed with the applicant/applicant's agent concerns and conditions that should be addressed before the City Council. Conditions developed as a result of this meeting have been incorporated into the draft resolution of approval; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed tentative subdivision map; and

WHEREAS: The City Council made the following findings:

1. That the design and improvements of the proposed project are consistent with the General Plan.

The Land Use Element of the General Plan designates the site for Low Density Residential development (2-7 d.u./acre). The proposed subdivision will be developed to a density of 3.85 d.u./acre.

2. No recent traffic counts have been conducted in the area of the subject site. The Circulation Element of the Porterville General Plan designates North Grand Avenue as an arterial street (84 feet wide). An 84 foot right-of-way can accommodate four (4) lanes. The existing street (North Grand Avenue) is not constructed to the full arterial or collector standard. Two lane arterials have the capacity of 12,500 Average Daily Trips. Based on 9.55 average daily trips per dwelling, 114.5 trips per day will be generated at full build-out. It is not anticipated that the additional traffic generated by the proposed development should reduce the performance of the

streets/avenues in this area since they have been designed to handle the additional traffic in this area.

3. That the site is physically suitable for the type and density of the proposed development.

The site is generally level. The subject site has medium to coarse textured soils with a high water infiltration rate. Therefore, no barriers to development will occur.

4. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the area.

The General Plan designates the site for Low Density Residential uses. The site is surrounded by rural residential uses to the north, a retention basin and a developed single-family residential subdivision to the south, an existing single-family dwelling and developed single-family residential subdivision to the east and an existing church and Newcomb Street to the west. The proposed development is generally consistent with other residential development in the area. Conditions of approval are included to ensure adequate development standards are met.

5. That the standards of population density, site area dimensions, site coverage, yard spaces, heights of structures, distance between structures, off-street parking facilities and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the Zoning Ordinance.

The proposed project complies with all the requirements of the Subdivision Ordinance. The development standards of the R-1 (One Family Residential) Zone including lot sizes, site coverage, parking, etc., will apply to the site.

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve the Salazar Ranch Tentative Subdivision Map subject to the following conditions:

1. Section 233-a (front yard) of the Zoning Ordinance requires that every R-1 zoned lot meet the minimum 20-foot front yard setback. As a result of the right-of-way dedication on North Grand Avenue, an existing detached garage on proposed Parcel 1 will encroach into the 20-foot front yard setback by 10± feet, resulting in the garage being a non-conforming structure. Any future construction on the premises is required to conform to the setbacks as defined under Section 233 of the Zoning Ordinance.

2. Parcels 1 and 5 will be considered as a reverse corner lot. A minimum 12-foot side yard setback to include any 6-foot high fence along Steven Street will be required.
3. The following regulations of the San Joaquin Valley Air Pollution Control District (Rule 4901 - Wood Burning Fireplaces and Wood Burning Heaters) will apply to this project:
  - a. In new residential developments with a density greater than two (2) dwelling units per acre, no person shall install a wood-burning fireplace.
  - b. In new residential development with a density equal to or greater than three (3) dwelling units per acre, no person shall install more than two (2) EPA Phase II Certified wood burning heaters (wood-stove, pellet-stove, or wood-burning insert) per acre.
4. Unless otherwise stated herein, the developer/applicant shall comply with the development standards of the Subdivision Ordinance, adopted Master Plans, Standard Specifications for Public Works Construction (2000 Edition), Standard Plans and Specifications (Revised 8-20-02), the Caltrans Traffic Manual, and the Porterville Circulation Element.
5. The developer/applicant shall pay all applicable fees in accordance with the Municipal Code and State law, prior to approval of the final map by City Council. Fees are subject to change annually. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code section 66020(a). You have 90 days from the date fees are paid to file a written protest.
6. The developer/applicant shall dedicate right-of-way adequate for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by City Council. The developer/applicant shall dedicate and improve a right-of-way adequate for a minimum of two lanes of traffic and on street parking, on one side, on streets adjacent to the property lines as well as dedication of property required for disabled ramp(s) (C.C. Sec. 21-23). Twelve (12) feet of additional dedication is required along North Grand Avenue frontage.
7. The developer/applicant shall provide and show all required utility easements on the Final Map.
8. The developer/applicant shall cause all unnecessary easements to be vacated prior to or in conjunction with the Final Map processing.
9. The developer/applicant shall dedicate a one-foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.



10. The developer/applicant shall comply with Chapter 7, Article XIII of the City Code and Appendix Chapter 33 of the California Building Code and provide a Preliminary Soils Report (C.C. Sec. 7-126 & Res. 4997) including results of "R-Value" tests and recommendations regarding construction of public improvements that address City Standard C-13, satisfactory to the City Engineer, prior to the approval of the improvement plans or start of grading, whichever comes first. Additional reporting requirements are as indicated below:
  - Final Grading, Drainage and Soils Report, prior to issuance of building permits (C.C. Sec. 7-133);
  - Erosion Control Plan in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity, prior to start of grading (CBC Appendix chapter 33). The provisions of the approved Erosion Control Plan shall be incorporated into the Improvement Plans;
  - Soils Report(s) in accordance with Chapter 18 of the California Building Code.
11. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
12. In accordance with Section 21-51 of the Subdivision Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months of the Final Map acceptance.
13. Prior to start of grading on any unit, the developer/applicant shall abandon and cap existing wells that are no longer in service. Prior to approval of the improvement plans, the developer/applicant shall obtain an abandonment permit from the County Department of Environmental Health. Prior to acceptance of improvements, the developer/applicant shall provide the City Engineer with proof of completion in compliance with County regulations. Developer/applicant shall comply with City standard for "backflow" prevention pursuant to Resolution No. 9615 for all wells that will remain in service. Show all existing wells on the improvement plans and designate which well or wells will remain in service upon full development.
14. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right-of-way, if, in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes will continue in use. The developer/applicant shall also cure leaks in any irrigation pipe that will continue in use.

15. Prior to recording the final map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).
16. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.
17. The developer/applicant shall obtain a City demolition permit prior to approval of the improvement plans and, under City inspection, remove all existing, abandoned and unnecessary items, to the satisfaction of the City Engineer, prior to acceptance of the improvements (e.g. buildings, foundations, septic tanks, irrigation pipes, etc.).
18. The developer/applicant shall assure compliance with applicable San Joaquin Valley Unified Air Pollution Control District Rules (e.g., Numbers 8010, 8020 and 8030), regarding fugitive dust, as well as Section 7-8, Project Site Maintenance of the Standard Specifications. The developer/applicant shall provide a street sweeper as necessary to comply. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection. The improvement plans shall show a designated wash out area for concrete trucks, and a sign designating it as such. The developer/applicant shall remove and properly dispose of waste concrete deposited in this area.
19. The developer/applicant shall construct or provide surety for construction of curb, gutter, sidewalk, water, sewer, street paving to the center of the street (if necessary), pavement lane transitions (offsite), traffic safety marking and signs, etc. along the full frontage of all proposed subdivision lots except where they exist to City standards and are in good condition in the opinion of the City Engineer. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.
20. Building or foundation permits shall not be issued until all of the following items are accepted as complete:
  - a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;

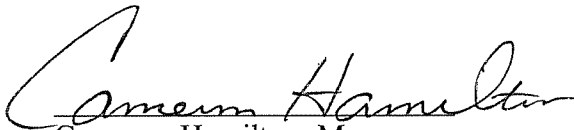
- b. The water system is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);
  - c. Street base rock for accessibility by the public safety officials and building inspectors;
  - d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;
  - e. Lot corners are marked;
  - f. Fire hydrants are accepted by the Fire Department and the Engineering Division.
21. The developer/applicant shall construct all drainage facilities that the City Engineer determines are necessary to comply with the intent of the Storm Drain Master Plan. Said improvements include the enlarging the capacity of and improving Drainage Reservoir No. 17 with the permission of Tulare County and in accordance with the terms of the agreement between the City and the County.
22. The developer/applicant is advised that he is obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity will be required (except operations that result in disturbance of less than five acres of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new

owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.

23. The developer/applicant shall grade all lots to drain to the street.
24. The developer/applicant shall design/make provisions for Stevens Street to accept runoff from the adjacent westerly property when it develops, if feasible.
25. To accommodate refuse vehicles and street sweepers, the developer/applicant shall dedicate and improve, to City standards, temporary turn-arounds at the ends of dead-end streets.
26. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.
27. The developer/applicant shall provide acceptable pavement transitions for North Grand Avenue eastbound traffic entering and leaving the proposed development.
28. The developer/applicant shall provide street striping and flexible delineators as necessary to provide safe vehicular movements, where directed by the City Engineer.
29. The developer/applicant shall cause the sewer system to be completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision.
30. The developer/applicant shall connect existing house to sewer, abandon existing septic tank and pay applicable connection fees prior to the acceptance of the public improvements.
31. The developer/applicant shall move existing utility structures (For example, poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless they are below grade (Title 24 DSA) or provide surety in lieu of (Section 2616.1 of the Zoning Ordinance).
32. Prior to acceptance of improvements, the developer/applicant shall provide streetlights on Marbelite poles complying with Southern California Edison Company specifications as required by the City Engineer. Use of wood poles is prohibited without prior written approval of the City Engineer. Street light spacing shall be at 160-foot intervals, staggered throughout the proposed subdivision.

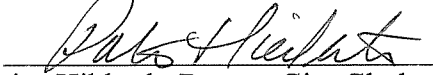
33. The developer/applicant shall have a Civil Engineer design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.
34. The developer/applicant shall connect existing house to water and pay applicable connection fees prior to the acceptance of the public improvements.
35. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bidders. The bids must be approved by the City prior to construction.
36. One tree of minimum #15 specimen size and approved, as a City Street Tree is required in the front yard of each lot. One additional tree is required on corner lots. Root barriers are required for all trees planted within ten feet of public sidewalks.
37. The developer/applicant shall petition, on a form provided by the City, to have the development included within a Lighting and Landscape Maintenance District. Submit with the petition the \$375.00 fee. The following shall be included and maintained in said district: (1) Lighting, (2) Recreational Open Space, (3) Public landscaping, if any; (4) Public walls/fences, if any; (5) Drainage reservoirs, if any, and (6) any other public improvement. The developer/applicant shall prepare an Engineer's Report for the establishment of assessments in order to provide for ongoing maintenance of subdivision improvements to be included within the Lighting and Landscape Maintenance District. The Lighting and Landscape Maintenance District shall be established, or the annexation into an existing District shall be concluded, and landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the project. Exclusive of assessments for a Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.
38. The developer/applicant shall pay all applicable fees according to the Municipal Code and State Law.

39. The developer/applicant shall comply with all requirements of the Porterville Zoning Ordinance, the Porterville Municipal Code, the latest adopted Building Codes, and all other applicable laws and ordinances.
40. Comply with the approved tentative subdivision map identified as Attachment No. 1.

  
Cameron Hamilton, Mayor

ATTEST:

John Longley, City Clerk

By   
Patrice Hildreth, Deputy City Clerk

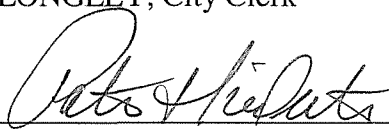
STATE OF CALIFORNIA     )  
CITY OF PORTERVILLE     )     SS  
COUNTY OF TULARE     )

I, JOHN LONGLEY, 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 a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 7<sup>th</sup> day of August, 2007.

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

|          |           |             |             |           |          |
|----------|-----------|-------------|-------------|-----------|----------|
| Council: | McCRACKEN | P. MARTINEZ | F. MARTINEZ | HERNANDEZ | HAMILTON |
| AYES:    | X         | X           | X           | X         | X        |
| NOES:    |           |             |             |           |          |
| ABSTAIN: |           |             |             |           |          |
| ABSENT:  |           |             |             |           |          |

JOHN LONGLEY, City Clerk

  
by Patrice Hildreth, Deputy City Clerk

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF A 24 MONTH  
EXTENSION OF TIME FOR THE SALAZAR RANCH TENTATIVE SUBDIVISION MAP  
FOR A 3.12+/- ACRE SITE LOCATED ON THE SOUTH SIDE OF NORTH GRAND  
AVENUE BETWEEN NEWCOMB STREET AND LOTAS STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of August 7, 2007, approved Resolution 78-2007 for the Salazar Ranch Tentative Subdivision Map, being a division of 3.12+/- acre parcel into twelve single family residential lots in one phase for that site located on the south side of North Grand Avenue between Newcomb Street and Lotas Street (Exhibit A);

WHEREAS: Section 66452.6 (e) of the State Map Act allows the City Council to grant extension of time for tentative map (both subdivision and parcel maps) for a period not to exceed a total of six years, in addition to the time allowed by Section 66452.6 (a);

WHEREAS: As a result of the series of legislative map extensions approved by the California legislature through Senate Bill 1185, Assembly Bills 333, 208, 116, and 1303, this map has received nine years of legislative extensions. While these do not count towards the statutory limit of six years identified in §66452.6(e) of the Government Code, it is noteworthy in that the City has adopted a new General Plan and approved a comprehensive revision of the zoning and subdivision ordinances, now known as the Development Code; and

WHEREAS: The extension of time will allow the developer an opportunity to keep the map active and fulfill the development requirements for the proposed subdivision; and

WHEREAS: Pursuant to Section 15162 of the California Code of Regulations no subsequent environmental analysis is necessary.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve a 24 month extension of time for Salazar Ranch Tentative Subdivision Map and that the conditions specified in City Council Resolution 78-2007 shall remain in full force and effect except where newly adopted local, state or federal regulations would apply. Said extension of time shall commence on August 7, 2018 and shall expire on August 7, 2020.

PASSED, APPROVED AND ADOPTED this 7<sup>th</sup> day of August, 2018.

By: \_\_\_\_\_  
Milt Stowe, Mayor

ATTEST:  
John D. Lollis, City Clerk

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



NEWCOMB STREET

NORTH GRAND AVENUE

STEVEN STREET

LOUIS STREET

WEST REID CT

COUNTY OF TULARE  
KTIP PIT

# TENTATIVE SUBDIVISION MAP

## of Salazar Ranch

BEING A SUBDIVISION OF A PORTION OF LOT 8 OF PIONEER LAND CO.'S 2ND SUBDIVISION, RW 3-23, SITUATED WITHIN OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, T.21S, R.27E, M.D.B. & M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

For:

MIGUEL SALAZAR  
1804 WEST FOREST AVENUE  
PORTERVILLE, CALIFORNIA 93257  
(559) 920-2971

By:

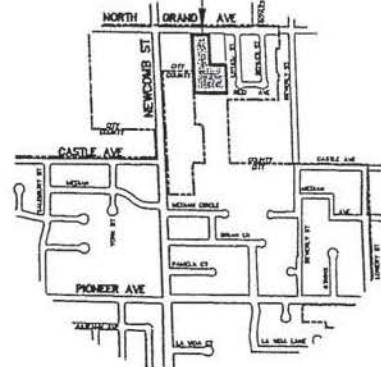
JAMES WINTON & ASSOCIATES  
150 WEST MORTON AVENUE  
PORTERVILLE, CALIFORNIA 93257  
(559) 761-2700

### NOTES

1. DATE OF PREPARATION: APRIL 12, 2007
2. ZONE: R-1. GENERAL PLAN: LOW DENSITY RESIDENTIAL
3. ALL DISTANCES SHOWN ARE IN FEET & DECIMALS THEREOF AND ARE APPROXIMATE.
4. GROSS PARCEL AREA = 3.124 ACRES; NET PARCEL AREA = 2.314 ACRES.
5. EXISTING LAND USE: SINGLE FAMILY RESIDENTIAL, VACANT.
6. PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL (100% OF SITE).
7. IMPROVEMENTS TO CONFORM TO APPLICABLE ORDINANCES & STATUTES.
8. EASEMENTS FOR PUBLIC UTILITIES TO BE PROVIDED AS REQUIRED.
9. NOT SUBJECT TO FLOODING OR OVERFLOW, FIRM ZONE C
10. NATURAL GAS BY: THE GAS COMPANY
11. TELEPHONE BY: AT&T
12. POWER BY: SOUTHERN CALIFORNIA EDISON CO.
13. CABLE T.V. BY: CHARTER COMMUNICATIONS
14. DOMESTIC WATER BY: CITY OF PORTERVILLE
15. SEWAGE DISPOSAL BY: CITY OF PORTERVILLE
16. REFUSE COLLECTION BY: CITY OF PORTERVILLE
17. DRAINAGE: SURFACE FLOW AND EXTENSION OF EXISTING STORM DRAIN SYSTEM.
18. WATER QUANTITY: AS PER CITY STANDARDS.
19. OFF STREET PARKING: 2 SPACES/UNIT.



### SUBJECT SITE



### LEGEND

|        |                        |
|--------|------------------------|
| —      | SUBDIVISION BOUNDARY   |
| ○-FH   | FIRE HYDRANT           |
| ⊙      | PROPOSED STREET LIGHT  |
| —      | WATER LINE             |
| —      | SANITARY SEWER LINE    |
| —      | STORM DRAIN LINE       |
| ○-SSMH | SANITARY SEWER MANHOLE |
| ○-SDMH | STORM DRAIN MANHOLE    |
| □-CB   | CATCH BASIN            |
| ---    | EXISTING CONTOUR       |
| (E)    | EXISTING               |
| (P)    | PROPOSED               |
| ---    | PROPOSED SURFACE FLOW  |



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Quarterly Portfolio Summary

**SOURCE:** Finance

**COMMENT:** This report reflects the investment portfolio of the City of Porterville as of June 30, 2018, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

**RECOMMENDATION:** That the City Council accept the quarterly Portfolio Summary Report.

**ATTACHMENTS:** 1. Quarterly Portfolio Summary

Appropriated/Funded:

Review By:  
Department Director:

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE  
PORTFOLIO SUMMARY AS OF JUNE 30, 2018**

| INVESTMENT<br>OR CUSIP<br>NUMBER | INSTITUTION                                               | PURCHASE<br>PRICE | MARKET<br>VALUE | COUPON<br>INTEREST<br>RATE | PURCHASE<br>DATE | MATURITY<br>DATE | DAYS TO<br>MATURITY |
|----------------------------------|-----------------------------------------------------------|-------------------|-----------------|----------------------------|------------------|------------------|---------------------|
| 1006                             | LOCAL AGENCY INVESTMENT FUND                              | \$ 13,385,690     | \$ 13,360,617   | 1.900%                     | DAILY            | DAILY            | 1                   |
| 1007                             | CSJVRMA INVESTMENT FUND                                   | 6,751,614         | 6,760,849       | 1.930%                     | DAILY            | DAILY            | 30                  |
| 866                              | TULARE COUNTY INVESTMENT POOL                             | 8,962,144         | 8,852,678       | 1.800%                     | DAILY            | DAILY            | 30                  |
|                                  | TULARE COUNTY JUNIOR LIVESTOCK SHOW<br>AND COMMUNITY FAIR | 1,041,904         | 1,041,904       | 4.000%                     | 1/15/2015        | 7/15/2039        | 7,685               |
| 912833KT6                        | US TREASURY                                               | 985,510           | 992,970         | 1.781%                     | 1/18/2018        | 11/15/2018       | 138                 |
| 3133EGKA2                        | FEDERAL FARM CREDIT BANK                                  | 1,000,000         | 961,980         | 1.500%                     | 6/29/2016        | 7/6/2021         | 1,102               |
| 3130A9VY4                        | FEDERAL HOME LOAN BANKS                                   | 1,000,000         | 961,420         | 1.650%                     | 11/23/2016       | 11/23/2021       | 1,242               |
| 3130AARH3                        | FEDERAL HOME LOAN BANKS                                   | 1,000,000         | 984,490         | 2.250%                     | 2/28/2017        | 2/28/2022        | 1,339               |
| 3130ABCS3                        | FEDERAL HOME LOAN BANKS                                   | 1,000,000         | 967,740         | 2.100%                     | 5/18/2017        | 5/18/2022        | 1,418               |
| 3134GBYP1                        | FEDERAL HOME LOAN MTG CORP                                | 1,000,000         | 1,000,300       | 2.250%                     | 7/26/2017        | 7/26/2022        | 1,487               |
| 3130ACF66                        | FEDERAL HOME LOAN BANKS                                   | 1,000,000         | 968,890         | 2.150%                     | 9/26/2017        | 9/26/2022        | 1,549               |
| 3134GBM74                        | FEDERAL HOME LOAN MTG CORP                                | 1,000,000         | 969,840         | 2.150%                     | 9/29/2017        | 9/29/2022        | 1,552               |
| 3134GB6A5                        | FEDERAL HOME LOAN MTG CORP                                | 1,000,000         | 979,340         | 2.400%                     | 12/28/2017       | 12/28/2022       | 1,642               |
| 3134GSEQ4                        | FEDERAL HOME LOAN MTG CORP                                | 1,000,000         | 997,190         | 3.000%                     | 3/15/2018        | 3/15/2023        | 1,719               |
| 24422ESW0                        | JOHN DEERE CAP CORP                                       | 1,000,000         | 985,280         | 2.050%                     | 3/10/2015        | 3/10/2020        | 619                 |
| 38148TMC0                        | GOLDMAN SACHS GROUP INC                                   | 1,000,000         | 976,150         | 2.000%                     | 4/29/2016        | 4/29/2021        | 1,034               |
| 46625HQJ2                        | JP MORGAN CHASE & CO NOTE                                 | 997,500           | 979,990         | 2.550%                     | 12/28/2016       | 3/1/2021         | 975                 |
| 06744CFN6                        | BARCLAYS BANK PLC MTN                                     | 1,000,000         | 968,513         | 2.250%                     | 8/25/2017        | 8/25/2022        | 1,517               |
| 89236TEC5                        | TOYOTA MOTOR CRD CORP                                     | 1,000,000         | 953,700         | 2.150%                     | 9/8/2017         | 9/8/2022         | 1,531               |
| 037833DE7                        | APPLE INC NOTE                                            | 993,000           | 964,820         | 2.400%                     | 1/16/2018        | 1/13/2023        | 1,658               |
| 084670BR8                        | BERKSHIRE HATHAWAY                                        | 981,970           | 978,610         | 2.750%                     | 4/23/2018        | 3/15/2023        | 1,719               |
| 36160NS83                        | CERTIFICATE OF DEPOSIT                                    | 245,000           | 244,233         | 2.000%                     | 5/23/2014        | 5/23/2019        | 327                 |
| 48126FXH8                        | CERTIFICATE OF DEPOSIT                                    | 200,000           | 190,340         | 1.700%                     | 9/30/2016        | 9/30/2021        | 1,188               |
| 02587CAF7                        | CERTIFICATE OF DEPOSIT                                    | 246,383           | 245,928         | 1.950%                     | 7/17/2014        | 7/17/2019        | 382                 |
| 74267GUQ8                        | CERTIFICATE OF DEPOSIT                                    | 247,000           | 245,918         | 2.000%                     | 7/22/2014        | 7/22/2019        | 387                 |
| 29266NB30                        | CERTIFICATE OF DEPOSIT                                    | 247,000           | 245,854         | 2.050%                     | 8/28/2014        | 8/28/2019        | 424                 |
| 254672NN4                        | CERTIFICATE OF DEPOSIT                                    | 247,000           | 243,594         | 2.000%                     | 5/13/2015        | 5/13/2020        | 683                 |
| 20033AKP0                        | CERTIFICATE OF DEPOSIT                                    | 249,000           | 245,198         | 1.900%                     | 5/26/2015        | 5/26/2020        | 696                 |
| 140420RT9                        | CERTIFICATE OF DEPOSIT                                    | 247,380           | 244,134         | 1.850%                     | 6/3/2015         | 6/3/2020         | 704                 |
| 46147UQL7                        | CERTIFICATE OF DEPOSIT                                    | 248,378           | 244,727         | 1.900%                     | 6/17/2015        | 6/17/2020        | 718                 |
| 981571BN1                        | CERTIFICATE OF DEPOSIT                                    | 200,000           | 196,890         | 2.300%                     | 6/25/2015        | 6/25/2020        | 726                 |
| 29976DYV6                        | CERTIFICATE OF DEPOSIT                                    | 246,382           | 242,880         | 1.950%                     | 6/30/2015        | 6/30/2020        | 731                 |
| 14042E4P2                        | CERTIFICATE OF DEPOSIT                                    | 246,000           | 242,991         | 2.300%                     | 7/15/2015        | 7/15/2020        | 746                 |
| 31938QN26                        | CERTIFICATE OF DEPOSIT                                    | 247,000           | 243,231         | 2.050%                     | 7/17/2015        | 7/17/2020        | 748                 |
| 58403BY67                        | CERTIFICATE OF DEPOSIT                                    | 247,000           | 243,947         | 2.250%                     | 7/27/2015        | 7/27/2020        | 758                 |
| 05580ACW2                        | CERTIFICATE OF DEPOSIT                                    | 247,000           | 243,801         | 2.200%                     | 9/22/2015        | 9/18/2020        | 811                 |
| 02587DL30                        | CERTIFICATE OF DEPOSIT                                    | 246,000           | 241,009         | 2.300%                     | 12/23/2015       | 12/23/2020       | 907                 |
| 9497486Z5                        | CERTIFICATE OF DEPOSIT                                    | 249,000           | 237,621         | 1.600%                     | 8/3/2016         | 8/3/2021         | 1,130               |
| 06062QXG4                        | CERTIFICATE OF DEPOSIT                                    | 247,000           | 237,471         | 1.850%                     | 11/23/2016       | 11/23/2021       | 1,242               |
| 58733ADT3                        | CERTIFICATE OF DEPOSIT                                    | 240,000           | 232,106         | 2.100%                     | 1/27/2017        | 1/27/2022        | 1,307               |
| 38148PGX9                        | CERTIFICATE OF DEPOSIT                                    | 245,000           | 238,319         | 2.300%                     | 3/8/2017         | 3/8/2022         | 1,347               |
| 857894SK6                        | CERTIFICATE OF DEPOSIT                                    | 249,000           | 240,517         | 2.050%                     | 1/13/2017        | 1/13/2022        | 1,293               |
| 71270QQJ8                        | CERTIFICATE OF DEPOSIT                                    | 246,000           | 237,621         | 2.050%                     | 1/18/2017        | 1/18/2022        | 1,298               |
| 8562845Z3                        | CERTIFICATE OF DEPOSIT                                    | 246,000           | 240,030         | 2.350%                     | 1/26/2017        | 1/26/2022        | 1,306               |
| 33767A2G5                        | CERTIFICATE OF DEPOSIT                                    | 249,000           | 240,073         | 2.100%                     | 4/19/2017        | 4/19/2022        | 1,389               |
| 55266CVB9                        | CERTIFICATE OF DEPOSIT                                    | 248,502           | 238,644         | 1.950%                     | 4/28/2017        | 4/28/2022        | 1,398               |
| 67054NAK9                        | CERTIFICATE OF DEPOSIT                                    | 249,000           | 241,361         | 2.300%                     | 6/21/2017        | 6/21/2022        | 1,452               |
| 9819962K6                        | CERTIFICATE OF DEPOSIT                                    | 200,000           | 195,076         | 2.400%                     | 4/19/2017        | 4/19/2022        | 1,389               |
| 795450D36                        | CERTIFICATE OF DEPOSIT                                    | 240,000           | 232,565         | 2.350%                     | 8/23/2017        | 8/23/2022        | 1,515               |
| 06740KKD8                        | CERTIFICATE OF DEPOSIT                                    | 247,000           | 238,348         | 2.200%                     | 7/12/2017        | 7/12/2022        | 1,473               |
| 33715LAP5                        | CERTIFICATE OF DEPOSIT                                    | 248,378           | 239,916         | 2.250%                     | 9/28/2017        | 9/28/2022        | 1,551               |
| 62384RAB2                        | CERTIFICATE OF DEPOSIT                                    | 249,000           | 240,270         | 2.300%                     | 10/12/2017       | 10/12/2022       | 1,565               |
| 01748DAY2                        | CERTIFICATE OF DEPOSIT                                    | 248,402           | 239,042         | 2.200%                     | 11/3/2017        | 11/3/2022        | 1,587               |
| 61747MF63                        | CERTIFICATE OF DEPOSIT                                    | 246,000           | 240,116         | 2.650%                     | 1/11/2018        | 1/11/2023        | 1,656               |
| 22239MAR9                        | CERTIFICATE OF DEPOSIT                                    | 249,000           | 242,292         | 2.600%                     | 2/2/2018         | 2/2/2023         | 1,678               |
| 366526AR2                        | CERTIFICATE OF DEPOSIT                                    | 248,378           | 242,700         | 2.650%                     | 2/16/2018        | 2/16/2023        | 1,692               |
| 819866AE4                        | CERTIFICATE OF DEPOSIT                                    | 249,000           | 244,157         | 2.800%                     | 3/5/2018         | 3/6/2023         | 1,710               |
| 319141KL0                        | CERTIFICATE OF DEPOSIT                                    | 245,000           | 243,403         | 3.150%                     | 6/6/2018         | 6/6/2023         | 1,802               |
| 74934YAH4                        | CERTIFICATE OF DEPOSIT                                    | 245,000           | 243,310         | 3.150%                     | 6/20/2018        | 6/20/2023        | 1,816               |
| 17312QJ26                        | CERTIFICATE OF DEPOSIT                                    | 245,410           | 242,032         | 2.900%                     | 4/11/2018        | 4/11/2023        | 1,746               |

| INVESTMENT<br>OR CUSIP<br>NUMBER  | INSTITUTION            | PURCHASE<br>PRICE | MARKET<br>VALUE | COUPON<br>INTEREST<br>RATE | PURCHASE<br>DATE | MATURITY<br>DATE | DAYS TO<br>MATURITY |
|-----------------------------------|------------------------|-------------------|-----------------|----------------------------|------------------|------------------|---------------------|
| 25665QAX3                         | CERTIFICATE OF DEPOSIT | 246,000           | 242,017         | 2.900%                     | 4/13/2018        | 4/13/2023        | 1,748               |
| 91435LAG2                         | CERTIFICATE OF DEPOSIT | 249,000           | 246,393         | 3.050%                     | 5/14/2018        | 5/15/2023        | 1,780               |
| 080515CQ0                         | CERTIFICATE OF DEPOSIT | 246,000           | 243,422         | 3.050%                     | 5/16/2018        | 5/16/2023        | 1,781               |
| 90348JCW8                         | CERTIFICATE OF DEPOSIT | 249,000           | 248,465         | 3.250%                     | 6/13/2018        | 6/13/2023        | 1,809               |
| 74160NGF1                         | CERTIFICATE OF DEPOSIT | 248,415           | 247,840         | 3.200%                     | 6/22/2018        | 6/22/2023        | 1,818               |
| 1204                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.700%                     | 4/24/2018        | 4/24/2023        | 1,759               |
| 1224                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 1.950%                     | 10/14/2013       | 10/14/2018       | 106                 |
| 1228                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 1.850%                     | 10/30/2013       | 10/30/2018       | 122                 |
| 1248                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.480%                     | 5/25/2018        | 5/8/2020         | 678                 |
| 1254                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.100%                     | 9/8/2014         | 9/8/2019         | 435                 |
| 1281                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.800%                     | 5/14/2018        | 5/14/2023        | 1,779               |
| 1282                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 3.000%                     | 6/21/2018        | 6/21/2023        | 1,817               |
| 1283                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.458%                     | 5/10/2018        | 5/10/2020        | 680                 |
| 1285                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.650%                     | 4/29/2018        | 4/29/2023        | 1,764               |
| 1286                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 3.100%                     | 6/25/2018        | 6/25/2023        | 1,821               |
| 1287                              | CERTIFICATE OF DEPOSIT | 250,000           | 270,566         | 1.600%                     | 7/19/2013        | 7/19/2018        | 19                  |
| 1288                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 1.590%                     | 7/24/2013        | 7/24/2018        | 24                  |
| 1289                              | CERTIFICATE OF DEPOSIT | 273,290           | 274,212         | 1.980%                     | 9/18/2013        | 9/18/2018        | 80                  |
| 1290                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.030%                     | 10/11/2013       | 10/11/2018       | 103                 |
| 1291                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.250%                     | 2/7/2014         | 2/7/2019         | 222                 |
| 1292                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.000%                     | 7/31/2014        | 7/31/2019        | 396                 |
| 1293                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 1.940%                     | 7/18/2014        | 7/18/2019        | 383                 |
| 1294                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.030%                     | 4/3/2015         | 4/3/2020         | 643                 |
| 1295                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.084%                     | 4/20/2015        | 4/20/2020        | 660                 |
| 1296                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.000%                     | 5/8/2015         | 5/8/2020         | 678                 |
| 1297                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.000%                     | 5/14/2015        | 5/14/2020        | 684                 |
| 1298                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.150%                     | 11/4/2015        | 11/4/2020        | 858                 |
| 1299                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.030%                     | 4/30/2015        | 3/30/2020        | 639                 |
| 1300                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.100%                     | 12/8/2015        | 12/8/2020        | 892                 |
| 1301                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.080%                     | 2/4/2016         | 2/4/2021         | 950                 |
| 1302                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.150%                     | 1/11/2016        | 1/11/2021        | 926                 |
| 1303                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.150%                     | 4/19/2016        | 4/19/2021        | 1,024               |
| 1304                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.000%                     | 5/19/2016        | 5/19/2021        | 1,054               |
| 1305                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.000%                     | 6/3/2016         | 6/3/2021         | 1,069               |
| 1306                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 1.935%                     | 10/28/2016       | 10/28/2021       | 1,216               |
| 1307                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 1.900%                     | 12/20/2016       | 12/20/2021       | 1,269               |
| 1308                              | CERTIFICATE OF DEPOSIT | 249,000           | 256,140         | 2.000%                     | 1/20/2017        | 1/20/2022        | 1,300               |
| 1309                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.150%                     | 2/14/2017        | 2/14/2022        | 1,325               |
| 1310                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.100%                     | 5/1/2017         | 5/2/2022         | 1,402               |
| 1311                              | CERTIFICATE OF DEPOSIT | 250,000           | 250,000         | 2.110%                     | 6/23/2017        | 6/23/2022        | 1,454               |
| 1312                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.500%                     | 7/26/2017        | 7/26/2022        | 1,487               |
| 1313                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.230%                     | 7/11/2017        | 7/11/2022        | 1,472               |
| 1314                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.500%                     | 7/21/2017        | 7/21/2022        | 1,482               |
| 1315                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.350%                     | 9/22/2017        | 9/22/2022        | 1,545               |
| 1316                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.600%                     | 10/6/2017        | 10/6/2022        | 1,559               |
| 1317                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.428%                     | 11/16/2017       | 11/16/2022       | 1,600               |
| 1318                              | CERTIFICATE OF DEPOSIT | 249,000           | 249,000         | 2.500%                     | 3/22/2018        | 3/22/2023        | 1,726               |
| TOTALS                            |                        | \$ 68,334,630     | \$ 67,646,991   |                            |                  |                  |                     |
| WEIGHTED AVERAGE RATE OF EARNINGS |                        |                   |                 | % OF LIQUID                |                  | WEIGHTED         |                     |
| ONE YEAR HISTORY                  |                        |                   |                 | CURRENT                    | PORTFOLIO        | AVERAGE          |                     |
| 6/30/2017                         | 9/30/2017              | 12/31/2017        | 3/31/2018       | 6/30/2018                  | HOLDINGS         | DAYS TO          |                     |
| 1.596%                            | 1.705%                 | 1.723%            | 1.939%          | 2.110%                     | 42.584%          | MATURITY         |                     |
|                                   |                        |                   |                 |                            |                  | 793              |                     |

**Comments:**

Portfolio holdings as of June 30, 2018, are in compliance with the current Investment Policy. With 42.584% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the third calendar quarter ending September 30, 2018, and will be presented during the November 6, 2018 Council meeting.



## CITY COUNCIL AGENDA – AUGUST 7, 2018

SUBJECT: Preliminary Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the preliminary financial status reports for the year ended June 30, 2018, are submitted. These reports are preliminary as accruals of both revenues and expenditures for the fiscal year just ended are still being processed.

RECOMMENDATION: That the City Council accept the preliminary financial status reports as presented.

ATTACHMENTS: 1. Preliminary Financial Status Reports

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

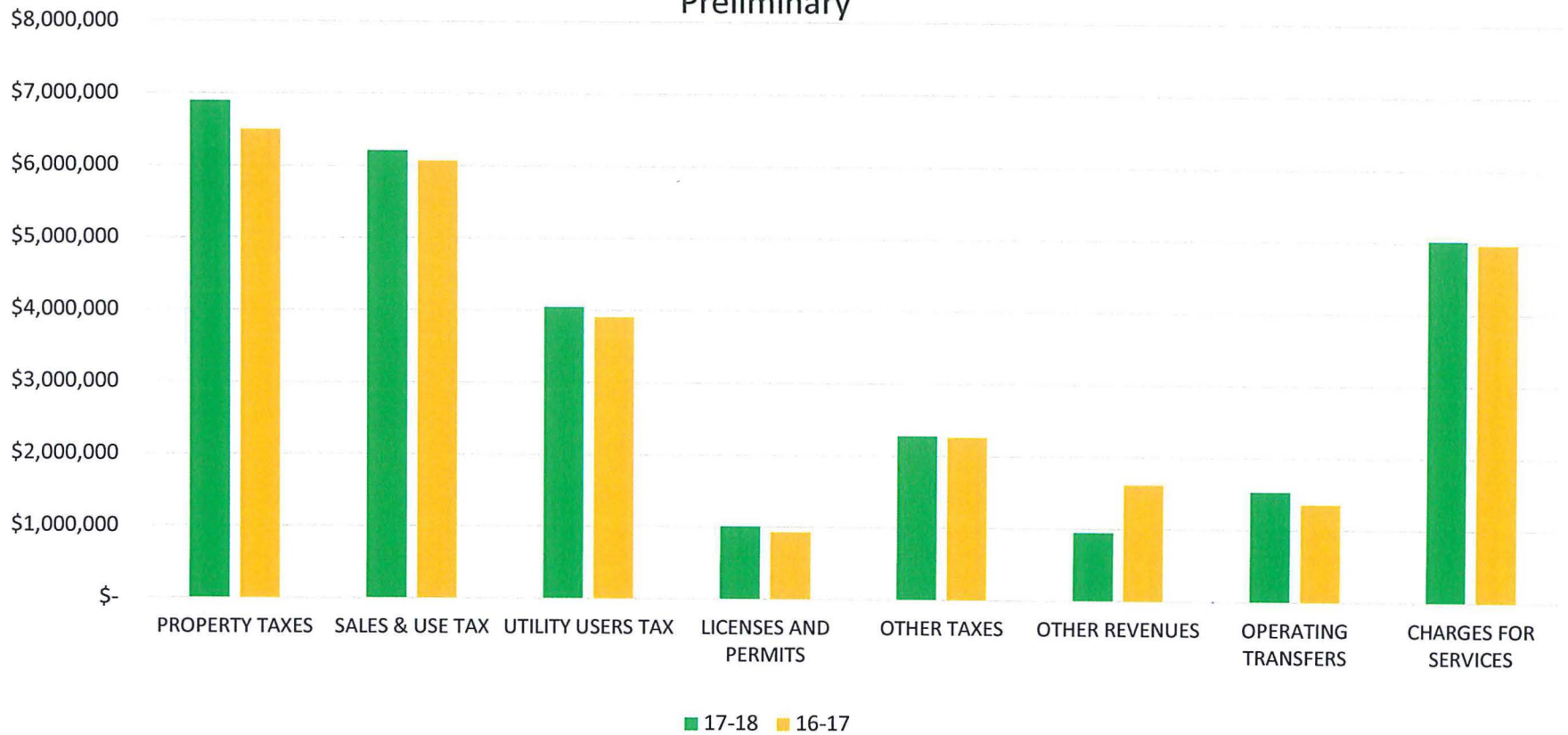


## CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND  
FOR THE YEARS ENDED  
JUNE 30, 2018 AND JUNE 30, 2017  
PRELIMINARY**

| REVENUE SOURCE               | 2017-2018<br>ESTIMATED<br>REVENUE | 2017-2018<br>YEAR-TO-DATE<br>REVENUE | % OF<br>ESTIMATE | 2016-2017<br>ESTIMATED<br>REVENUE | 2016-2017<br>YEAR-TO-DATE<br>REVENUE | % OF<br>ESTIMATE |
|------------------------------|-----------------------------------|--------------------------------------|------------------|-----------------------------------|--------------------------------------|------------------|
| PROPERTY TAXES               | \$ 6,500,000                      | \$ 6,899,910                         | 106.15%          | \$ 5,990,000                      | \$ 6,504,557                         | 108.59%          |
| OTHER TAXES:                 |                                   |                                      |                  |                                   |                                      |                  |
| SALES AND USE TAX            | 5,909,737                         | 5,976,054                            | 101.12%          | 5,850,109                         | 5,847,002                            | 99.95%           |
| UTILITY USERS TAX            | 4,000,000                         | 4,049,887                            | 101.25%          | 4,000,000                         | 3,912,707                            | 97.82%           |
| TRANSIENT OCCUPANCY TAX      | 500,000                           | 559,247                              | 111.85%          | 475,000                           | 551,783                              | 116.16%          |
| PROPERTY TRANSFER TAX        | 65,000                            | 102,661                              | 157.94%          | 65,000                            | 99,924                               | 153.73%          |
| FRANCHISE TAX                | 1,561,134                         | 1,570,965                            | 100.63%          | 1,551,134                         | 1,564,156                            | 100.84%          |
| SALES TAX - PUBLIC SAFETY    | 200,000                           | 237,147                              | 118.57%          | 200,000                           | 225,334                              | 112.67%          |
| LICENSES AND PERMITS:        |                                   |                                      |                  |                                   |                                      |                  |
| BUSINESS LICENSES            | 464,800                           | 495,422                              | 106.59%          | 457,600                           | 468,077                              | 102.29%          |
| CONSTRUCTION PERMITS         | 475,000                           | 520,692                              | 109.62%          | 475,000                           | 471,275                              | 99.22%           |
| REVENUE FROM AGENCIES-TAXES: |                                   |                                      |                  |                                   |                                      |                  |
| VEHICLE LICENSE FEES         | 25,000                            | 31,535                               | 126.14%          | 22,000                            | 26,910                               | 122.32%          |
| OTHER TAXES                  | 25,000                            | 12,411                               | 49.64%           | 25,000                            | 25,041                               | 100.16%          |
| REVENUE FROM AGENCIES-GRANTS | 187,535                           | 171,641                              | 91.52%           | 380,337                           | 693,969                              | 182.46%          |
| USE OF MONEY AND PROPERTY    | 470,000                           | 655,932                              | 139.56%          | 440,506                           | 496,735                              | 112.76%          |
| FINES AND FORFEITURES        | 36,000                            | 30,993                               | 86.09%           | 56,500                            | 39,747                               | 70.35%           |
| CHARGES FOR SERVICES:        |                                   |                                      |                  |                                   |                                      |                  |
| PLANNING AND ENGINEERING     | 107,000                           | 401,339                              | 375.08%          | 80,000                            | 149,266                              | 186.58%          |
| POLICE                       | 334,000                           | 196,587                              | 58.86%           | 317,000                           | 294,675                              | 92.96%           |
| FIRE                         | 45,000                            | 62,862                               | 139.69%          | 45,000                            | 17,474                               | 38.83%           |
| LIBRARY                      | 40,000                            | 39,995                               | 99.99%           | 43,000                            | 40,351                               | 93.84%           |
| RECREATIONAL                 | 2,374,100                         | 1,992,466                            | 83.93%           | 2,370,734                         | 2,189,064                            | 92.34%           |
| INTERDEPARTMENTAL            | 2,200,000                         | 2,299,461                            | 104.52%          | 1,700,000                         | 2,274,746                            | 133.81%          |
| OTHER                        | 9,954                             | 34,486                               | 346.45%          | 11,835                            | 13,491                               | 113.99%          |
| OTHER REVENUES               | 87,200                            | 95,976                               | 110.06%          | 65,000                            | 393,999                              | 606.15%          |
| <b>SUBTOTALS</b>             | <b>\$ 25,616,460</b>              | <b>\$ 26,437,668</b>                 | <b>103.21%</b>   | <b>\$ 24,620,755</b>              | <b>\$ 26,300,282</b>                 | <b>106.82%</b>   |
| OPERATING TRANSFERS          | 1,205,696                         | 1,161,150                            | 96.31%           | 1,211,656                         | 1,124,602                            | 92.82%           |
| DEBT SERVICE TRANSFERS       | 199,455                           | 187,410                              | 93.96%           | 201,670                           | 239,845                              | 118.93%          |
| <b>TOTALS</b>                | <b>\$ 27,021,611</b>              | <b>\$ 27,786,229</b>                 | <b>102.83%</b>   | <b>\$ 26,034,081</b>              | <b>\$ 27,664,730</b>                 | <b>106.26%</b>   |

City of Porterville  
General Fund Revenues  
Years Ended June 30, 2018 and June 30, 2017  
Preliminary



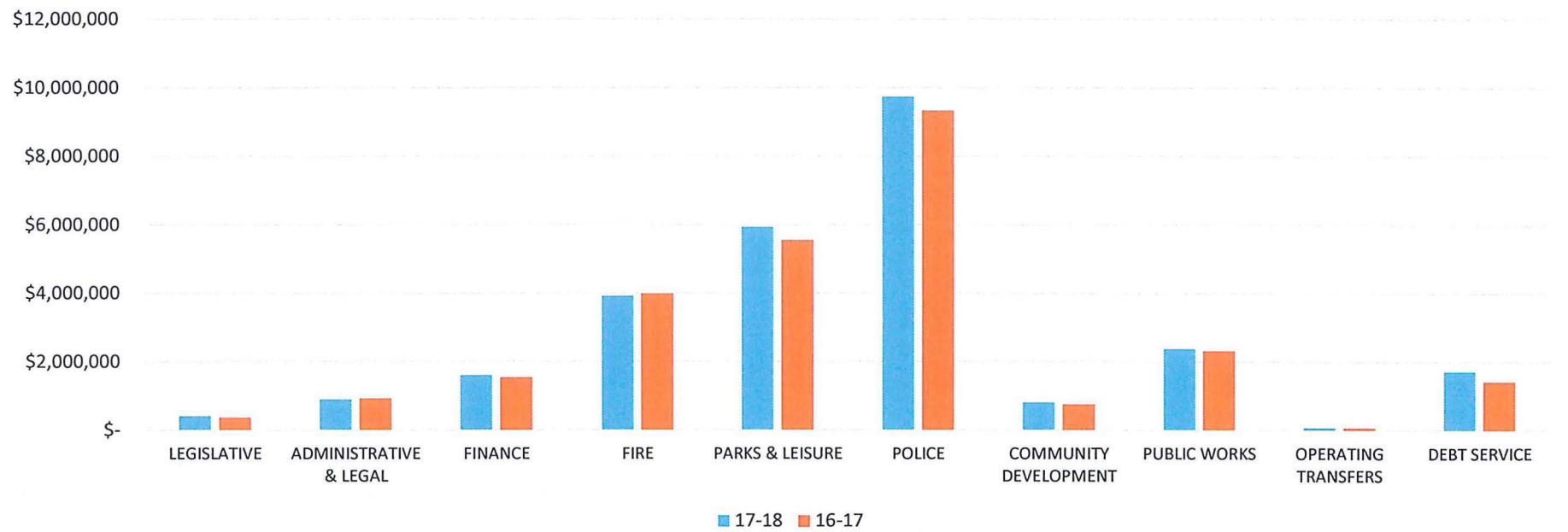
## CITY OF PORTERVILLE

**EXPENDITURE STATUS REPORT - GENERAL FUND  
FOR THE YEARS ENDED  
JUNE 30, 2018 AND JUNE 30, 2017  
PRELIMINARY**

|                                 | 2017-2018<br>AMENDED<br>APPROP | 2017-2018<br>YEAR-TO-DATE<br>EXPEND | % OF<br>APPROP | 2016-2017<br>AMENDED<br>APPROP | 2016-2017<br>YEAR-TO-DATE<br>EXPEND | % OF<br>APPROP |
|---------------------------------|--------------------------------|-------------------------------------|----------------|--------------------------------|-------------------------------------|----------------|
| LEGISLATIVE:                    |                                |                                     |                |                                |                                     |                |
| CITY COUNCIL                    | \$ 262,917                     | \$ 188,005                          | 71.5%          | \$ 262,917                     | \$ 153,070                          | 58.2%          |
| COMMUNITY PROMOTION             | 223,583                        | 230,934                             | 103.3%         | 216,302                        | 222,251                             | 102.8%         |
| EMERGENCY OPERATIONS            |                                |                                     |                |                                |                                     |                |
| ADMINISTRATIVE & LEGAL:         |                                |                                     |                |                                |                                     |                |
| CITY MANAGER                    | 308,902                        | 302,651                             | 98.0%          | 306,049                        | 294,279                             | 96.2%          |
| CITY CLERK                      | 189,358                        | 164,643                             | 86.9%          | 242,560                        | 209,614                             | 86.4%          |
| HUMAN RESOURCES                 | 264,520                        | 306,126                             | 115.7%         | 287,898                        | 286,883                             | 99.6%          |
| CITY ATTORNEY                   | 225,000                        | 124,661                             | 55.4%          | 225,000                        | 141,818                             | 63.0%          |
| FINANCE:                        |                                |                                     |                |                                |                                     |                |
| FINANCE & ACCOUNTING            | 903,042                        | 906,596                             | 100.4%         | 901,271                        | 863,466                             | 95.8%          |
| INFORMATION SERVICES            | 442,125                        | 425,365                             | 96.2%          | 437,890                        | 410,865                             | 93.8%          |
| ADMINISTRATIVE SERVICES         | 364,286                        | 287,626                             | 79.0%          | 374,974                        | 282,284                             | 75.3%          |
| POLICE PROTECTION               | 10,069,130                     | 9,742,226                           | 96.8%          | 9,741,892                      | 9,335,100                           | 95.8%          |
| FIRE PROTECTION                 | 4,081,607                      | 3,925,872                           | 96.2%          | 4,039,522                      | 3,994,627                           | 98.9%          |
| COMMUNITY DEVELOPMENT:          |                                |                                     |                |                                |                                     |                |
| PLANNING & ZONING               | 599,243                        | 546,856                             | 91.3%          | 600,456                        | 506,504                             | 84.4%          |
| ECONOMIC DEVELOPMENT            | 368,288                        | 269,309                             | 73.1%          | 349,147                        | 259,592                             | 74.4%          |
| PUBLIC WORKS:                   |                                |                                     |                |                                |                                     |                |
| ENGINEERING & BUILDING          | 1,155,870                      | 1,079,437                           | 93.4%          | 1,161,258                      | 1,044,012                           | 89.9%          |
| STREET MAINTENANCE              | 457,032                        | 469,884                             | 102.8%         | 448,795                        | 369,917                             | 82.4%          |
| SIGNALS, SIGNING & STRIPING     | 368,776                        | 240,128                             | 65.1%          | 381,647                        | 322,943                             | 84.6%          |
| STREET LIGHTING                 | 507,421                        | 501,529                             | 98.8%          | 507,578                        | 490,904                             | 96.7%          |
| STORM DRAINS                    | 106,707                        | 41,583                              | 39.0%          | 102,987                        | 50,121                              | 48.7%          |
| PARKING LOTS                    | 47,285                         | 50,177                              | 106.1%         | 47,442                         | 48,821                              | 102.9%         |
| PARKS & LEISURE:                |                                |                                     |                |                                |                                     |                |
| PARK MAINTENANCE & OPERATION    | 1,906,589                      | 1,961,570                           | 102.9%         | 1,739,539                      | 1,875,343                           | 107.8%         |
| STREET TREES & PARKWAYS         | 214,028                        | 207,375                             | 96.9%          | 179,146                        | 189,899                             | 106.0%         |
| COMMUNITY CENTERS               | 229,255                        | 211,503                             | 92.3%          | 223,208                        | 220,536                             | 98.8%          |
| LEISURE SERVICES                | 276,091                        | 292,217                             | 105.8%         | 276,013                        | 290,640                             | 105.3%         |
| LEISURE SERVICES - SPECIAL PROG | 2,130,920                      | 2,301,642                           | 108.0%         | 2,175,443                      | 2,061,676                           | 94.8%          |
| SWIMMING POOL                   | 153,238                        | 165,431                             | 108.0%         | 147,833                        | 161,383                             | 109.2%         |
| LIBRARY OPERATIONS              | 764,416                        | 768,708                             | 100.6%         | 786,435                        | 732,069                             | 93.1%          |
| SPECIAL PROJECTS                | 24,519                         | 24,519                              | 100.0%         | 24,519                         | 24,519                              | 100.0%         |
| <br>SUB TOTALS                  | <br>26,644,148                 | <br>25,736,573                      | <br>96.6%      | <br>26,187,721                 | <br>24,843,135                      | <br>94.9%      |
| <br>OPERATING TRANSFERS         | <br>79,000                     | <br>79,000                          | <br>100.0%     | <br>79,000                     | <br>79,000                          | <br>100.0%     |
| DEBT SERVICE                    | 1,727,854                      | 1,727,854                           | 100.0%         | 1,432,666                      | 1,430,766                           | 99.9%          |
|                                 | <u>\$ 28,451,002</u>           | <u>\$ 27,543,427</u>                | 96.8%          | <u>\$ 27,699,387</u>           | <u>\$ 26,352,902</u>                | 95.1%          |



City of Porterville  
General Fund Expenditures  
Years Ended June 30, 2018 and June 30, 2017  
Preliminary

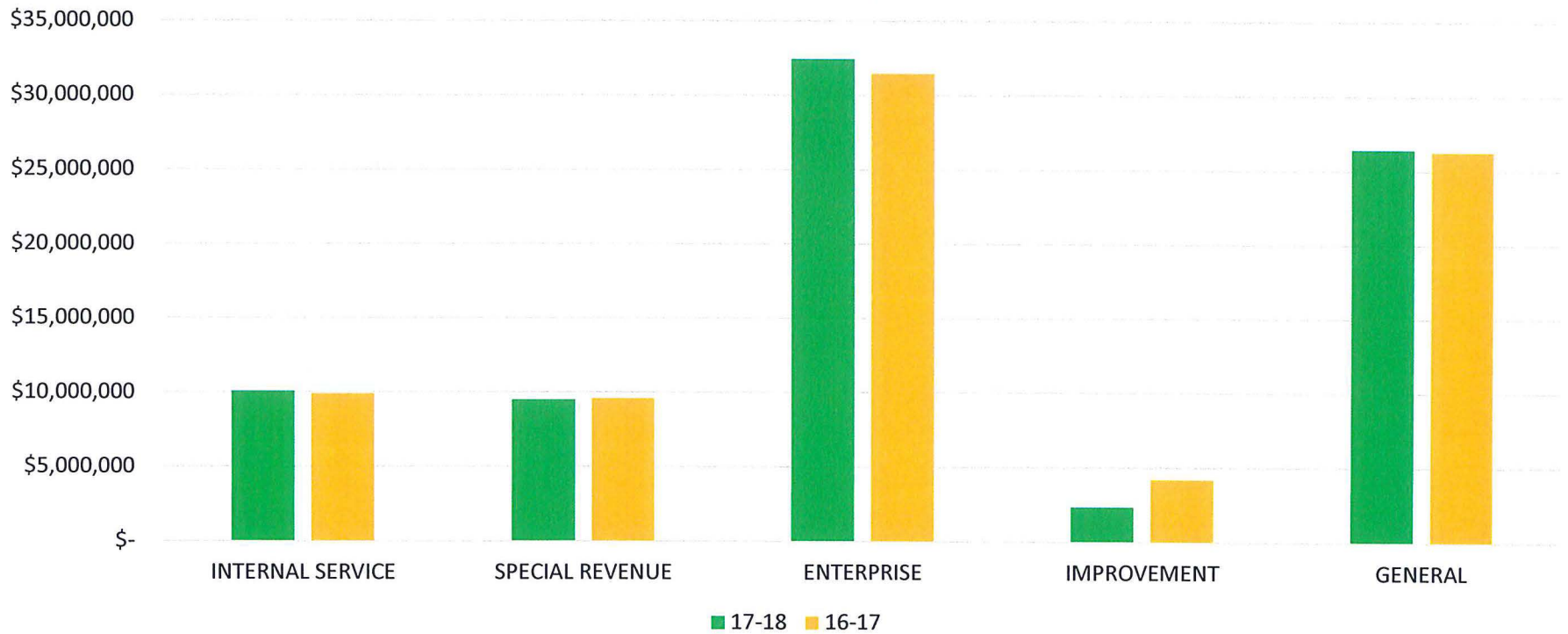


CITY OF PORTERVILLE

REVENUE STATUS REPORT - ALL OTHER FUNDS  
FOR THE YEARS ENDED  
JUNE 30, 2018 AND JUNE 30, 2017  
PRELIMINARY

| REVENUE SOURCE                    | 2017-2018<br>ESTIMATED<br>REVENUE | 2017-2018<br>YEAR-TO-DATE<br>REVENUE | % OF<br>ESTIMATE | 2016-2017<br>ESTIMATED<br>REVENUE | 2016-2017<br>YEAR-TO-DATE<br>REVENUE | % OF<br>ESTIMATE |
|-----------------------------------|-----------------------------------|--------------------------------------|------------------|-----------------------------------|--------------------------------------|------------------|
| MEASURE H SALES TAX               | \$ 3,574,391                      | \$ 3,797,656                         | 106.2%           | \$ 3,517,446                      | \$ 3,600,396                         | 102.4%           |
| SPECIAL GAS TAX                   | 2,658,716                         | 2,089,779                            | 78.6%            | 2,449,118                         | 1,812,859                            | 74.0%            |
| LOCAL TRANSPORTATION FUNDS (LTF)  | 4,232,000                         | 1,873,404                            | 44.3%            | 4,150,000                         | 2,173,370                            | 52.4%            |
| TRAFFIC SAFETY FUND               | 150,400                           | 100,130                              | 66.6%            | 165,500                           | 158,137                              | 95.6%            |
| ZALUD ESTATE                      | 7,600                             | 8,844                                | 116.4%           | 5,800                             | 10,883                               | 187.6%           |
| COMMUNITY DEVELOPMENT BLOCK GRANT | 747,540                           | 736,366                              | 98.5%            | 800,525                           | 682,921                              | 85.3%            |
| TRANSIT                           | 18,505,246                        | 5,844,990                            | 31.6%            | 18,853,152                        | 4,472,502                            | 23.7%            |
| SPECIAL SAFETY GRANTS             | 328,700                           | 230,603                              | 70.2%            | 219,886                           | 332,811                              | 151.4%           |
| SEWER OPERATING                   | 7,118,596                         | 7,214,534                            | 101.3%           | 6,864,596                         | 7,447,840                            | 108.5%           |
| REFUSE REMOVAL                    | 5,913,000                         | 5,993,936                            | 101.4%           | 5,900,000                         | 5,937,881                            | 100.6%           |
| AIRPORT OPERATIONS                | 1,661,882                         | 1,695,235                            | 102.0%           | 1,420,700                         | 2,532,419                            | 178.3%           |
| GOLF COURSE                       | 198,000                           | 170,228                              | 86.0%            | 195,000                           | 175,850                              | 90.2%            |
| WATER OPERATING                   | 11,200,000                        | 11,514,583                           | 102.8%           | 5,677,980                         | 10,912,890                           | 192.2%           |
| RISK MANAGEMENT                   | 6,571,520                         | 6,594,093                            | 100.3%           | 6,342,698                         | 6,616,314                            | 104.3%           |
| EQUIPMENT MAINTENANCE             | 3,235,000                         | 3,491,362                            | 107.9%           | 3,110,000                         | 3,330,588                            | 107.1%           |
| LANDSCAPE MAINTENANCE DISTRICT    | 115,500                           | 71,767                               | 62.1%            | 92,500                            | 79,499                               | 85.9%            |
| WATER REPLACEMENT                 | 14,389,100                        | 506,181                              | 3.5%             | 3,324,276                         | 750,025                              | 22.6%            |
| SOLID WASTE RESERVE               | 2,260,188                         | 992,248                              | 43.9%            | 2,248,548                         | 1,638,033                            | 72.8%            |
| SEWER REVOLVING                   | 308,426                           | 316,435                              | 102.6%           | 305,426                           | 481,772                              | 157.7%           |
| TRANSPORTATION DEVELOPMENT        | 210,000                           | 340,274                              | 162.0%           | 160,000                           | 289,008                              | 180.6%           |
| PARK DEVELOPMENT                  | 50,055                            | 39,234                               | 78.4%            | 50,050                            | 86,862                               | 173.6%           |
| TREATMENT PLANT RESERVE           | 565,364                           | 547,013                              | 96.8%            | 585,364                           | 1,363,637                            | 233.0%           |
| STORM DRAIN DEVELOPMENT           | 118,000                           | 237,354                              | 201.1%           | 115,000                           | 378,954                              | 329.5%           |
| BUILDING CONSTRUCTION             | 5,000                             | 7,886                                | 157.7%           | 8,500                             | 8,490                                | 99.9%            |
| TOTALS                            | \$ <u>84,124,224</u>              | \$ <u>54,414,135</u>                 | 64.7%            | \$ <u>66,562,065</u>              | \$ <u>55,273,939</u>                 | 83.0%            |

City of Porterville  
Revenue by Fund Type  
Years Ended June 30, 2018 and June 30, 2017  
Preliminary

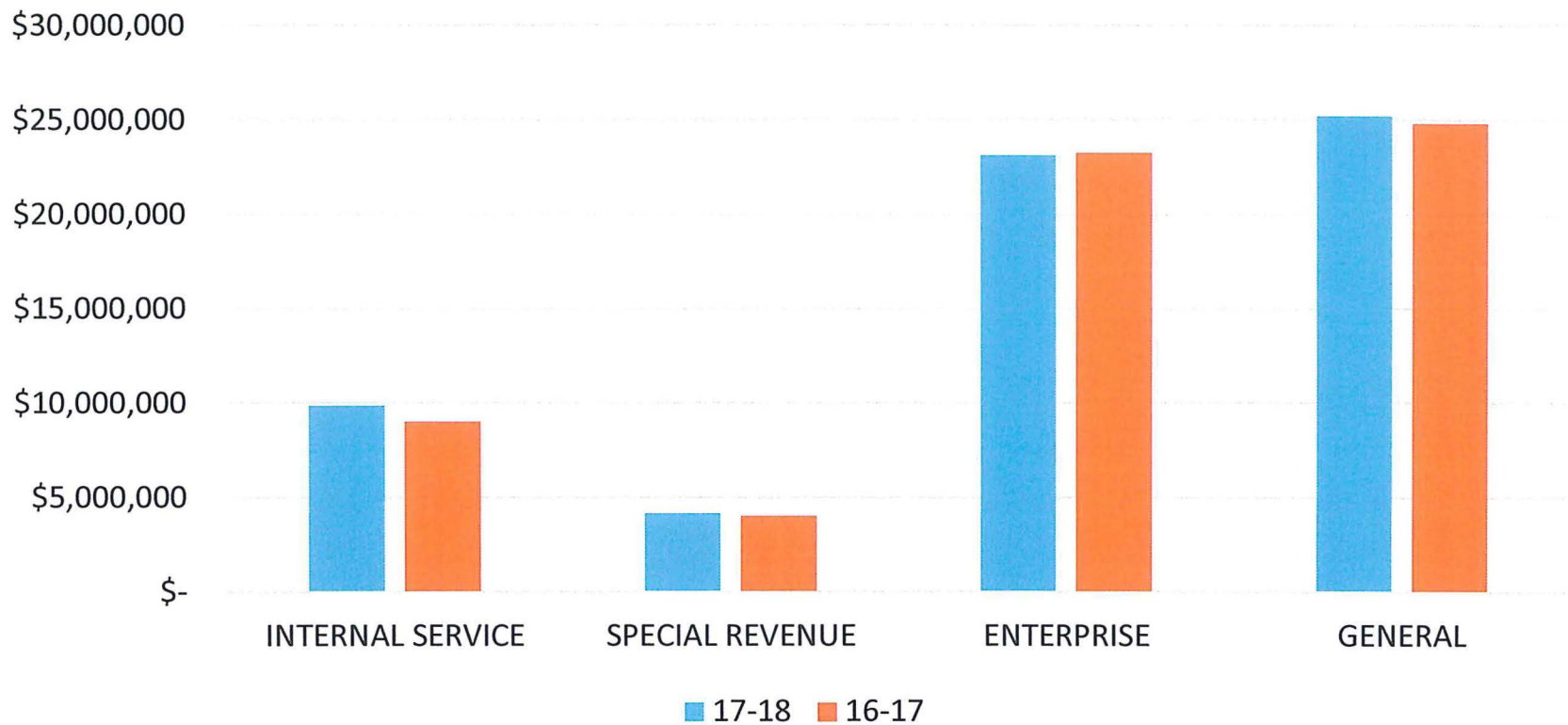


CITY OF PORTERVILLE  
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS  
FOR THE YEARS ENDED  
JUNE 30, 2018 AND JUNE 30, 2017  
PRELIMINARY

|                                   | 2017-2018<br>AMENDED<br>APPROP | 2017-2018<br>YEAR-TO-DATE<br>EXPEND | % OF<br>APPROP | 2016-2017<br>AMENDED<br>APPROP | 2016-2017<br>YEAR-TO-DATE<br>EXPEND | % OF<br>ACTUAL |
|-----------------------------------|--------------------------------|-------------------------------------|----------------|--------------------------------|-------------------------------------|----------------|
| MEASURE H SALES TAX               | \$ 3,684,193                   | \$ 3,601,904                        | 97.8%          | \$ 3,338,623                   | \$ 3,338,623                        | 100.0%         |
| ZALUD ESTATE                      | 22,305                         | 24,213                              | 108.6%         | 25,674                         | 25,674                              | 100.0%         |
| COMMUNITY DEVELOPMENT BLOCK GRANT | 735,972                        | 152,391                             | 20.7%          | 1,224,602                      | 138,381                             | 11.3%          |
| TRANSIT                           | 4,076,426                      | 3,971,920                           | 97.4%          | 3,874,835                      | 3,820,217                           | 98.6%          |
| SPECIAL SAFETY GRANTS             | 427,926                        | 288,884                             | 67.5%          | 423,799                        | 397,205                             | 93.7%          |
| SEWER OPERATING                   | 6,436,780                      | 5,546,013                           | 86.2%          | 6,501,442                      | 5,782,020                           | 88.9%          |
| REFUSE REMOVAL                    | 6,317,200                      | 6,032,245                           | 95.5%          | 6,206,240                      | 5,975,248                           | 96.3%          |
| AIRPORT                           | 1,467,186                      | 1,452,667                           | 99.0%          | 1,374,616                      | 1,501,196                           | 109.2%         |
| GOLF COURSE                       | 395,502                        | 423,224                             | 107.0%         | 380,775                        | 398,221                             | 104.6%         |
| WATER OPERATING                   | 7,180,425                      | 5,685,122                           | 79.2%          | 4,969,717                      | 5,777,604                           | 116.3%         |
| RISK MANAGEMENT                   | 6,351,146                      | 6,397,613                           | 100.7%         | 6,075,995                      | 5,720,745                           | 94.2%          |
| EQUIPMENT MAINTENANCE             | 3,289,286                      | 3,480,661                           | 105.8%         | 3,116,140                      | 3,304,212                           | 106.0%         |
| LANDSCAPE MAINTENANCE DISTRICT    | 164,336                        | 148,461                             | 90.3%          | 174,405                        | 155,596                             | 89.2%          |
| TOTALS                            | \$ <u>40,548,683</u>           | \$ <u>37,205,318</u>                | 91.8%          | \$ <u>37,686,863</u>           | \$ <u>36,334,941</u>                | 96.4%          |



City of Porterville  
Expenditures by Fund Type  
Years Ended June 30, 2018 and June 30, 2017  
Preliminary



**CITY OF PORTERVILLE**  
**INTERIM PERFORMANCE REPORT - MEASURE H**  
**For the Years Ended June 30, 2018 and June 30, 2017**  
**PRELIMINARY**

|                                   | <u>FY 2017-18</u> | <u>FY 2016-17</u> |
|-----------------------------------|-------------------|-------------------|
| REVENUES                          |                   |                   |
| Sales Tax - Measure H             | \$ 3,785,670      | 3,589,999         |
| Interest                          | 7,364             | 6,083             |
| Police Services                   | 4,622             | 3,314             |
| Contributions                     | -                 | 1,000             |
| TOTAL REVENUES                    | <u>3,797,656</u>  | <u>3,600,396</u>  |
| EXPENDITURES                      |                   |                   |
| Police Department                 | 1,581,575         | 1,561,398         |
| Fire Department                   | 1,469,389         | 1,266,285         |
| Public Safety Station             | 33,293            | 34,518            |
| Library & Literacy                | 517,646           | 476,421           |
| TOTAL EXPENDITURES                | <u>3,601,904</u>  | <u>3,338,623</u>  |
| CAPITAL PROJECTS                  |                   |                   |
| Library Literacy Center           | -                 | 6,122             |
| TOTAL CAPITAL PROJECTS            | <u>-</u>          | <u>6,122</u>      |
| REVENUE OVER/(UNDER) EXPENDITURES | \$ <u>195,752</u> | \$ <u>255,652</u> |

**CITY OF PORTERVILLE**  
**INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS**  
**For the Years Ended June 30, 2018 and June 30, 2017**  
**PRELIMINARY**

| <u>FUND</u>     | <u>REVENUES</u> | <u>EXPENSES</u> | <u>6/30/2018<br/>NET OPERATING<br/>PROFIT (LOSS)</u> | <u>6/30/2018<br/>NET OPERATING<br/>PROFIT (LOSS)</u> |
|-----------------|-----------------|-----------------|------------------------------------------------------|------------------------------------------------------|
| Zalud Estate    | \$ 8,844        | \$ (24,213)     | \$ (15,369)                                          | \$ (14,792)                                          |
| Transit         | 5,844,990       | (3,971,920)     | \$ 1,873,070                                         | 652,285                                              |
| Sewer Operating | 7,214,534       | (5,546,013)     | 1,668,521                                            | 1,665,820                                            |
| Solid Waste     | 5,993,936       | (6,032,245)     | (38,309)                                             | (37,367)                                             |
| Airport         | 1,695,235       | (1,452,667)     | 242,567                                              | 1,031,223                                            |
| Golf            | 170,228         | (423,224)       | (252,996)                                            | (222,371)                                            |
| Water Operating | 11,514,583      | (5,685,122)     | 5,829,461                                            | 5,135,285                                            |



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Approval for Community Civic Event - Family Health Care Network - 18th Annual Health Fair and Fiestas Patrias - September 16, 2018

**SOURCE:** Finance

**COMMENT:** Family Health Care Network is requesting approval to hold their 18<sup>th</sup> Annual Health Fair and Fiestas Patrias on Sunday, September 16, 2018, from 12:00 am to 6:00 pm., at Centennial Park. Street closures have been requested for Main Street, between Thurman Avenue and Cleveland Avenue, and Cleveland Avenue between Second Street and Main Street. This event will include information booths and free health screenings. Partnering with the health fair is Radio Lazer Music Radio Station, which will provide music.

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 Family Health Care Network, 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, Outside Amplifier Permit, Map, and Certificate of Liability Insurance

**Appropriated/Funded:**

**Review By:**

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager





cm 8/7/18

# 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: 7-11-18 Event date: 9-16-18  
Event time: 12-12pm  
Name of Event: Family Health Care Network 18th Annual  
Health fair and fiestas Potras 2018  
Sponsoring organization: Family Health Care Network Phone # 793-3505  
Address: 323 W. putnam Porterville CA 93257  
Authorized representative: Eriselda Izarraga Phone #  
Address: 323 W. putnam Porterville CA 93257  
Event chairperson: Guadalupe Chapa Phone # 559-909-1178

Location of event Centennial Park Porterville CA 93257

(Location map must be attached)

Type of event: Free Health fair and family event; informational  
booth, live music.

Non-profit organization status: BL#003836

(IRS Determination)

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

Barricades (quantity): 812 Street sweeping Yes      No X

Police protection Yes      No X Refuse pickup Yes      No X

Other:     

Parks facility application required: Yes ✓ No      Attached     

Assembly permit required: Yes      No      Attached     

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

Appr. Deny

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

# CITY OF PORTERVILLE

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

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

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

**All City Code requirements** are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at [www.ci.porterville.ca.us/govt/CityClerk/](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)

 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

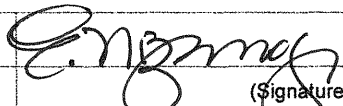
**First aid station:** Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

 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.

|                           |                                                                                      |         |
|---------------------------|--------------------------------------------------------------------------------------|---------|
| Family HealthCare Network |  | 7/11/18 |
| (Name of Organization)    | (Signature)                                                                          | (Date)  |

# CITY OF PORTERVILLE

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

Name of event: Family HealthCare 18<sup>th</sup> Annual Health fair and Fiestas Patrias 2018

Sponsoring organization: Family Health care Network

Location: Centennial park Event date: 9-16-18 Event time: 12-6pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per \*City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

| Vendor name            | Address/Telephone       | Business License required? | Type of Activity           |
|------------------------|-------------------------|----------------------------|----------------------------|
| P.ville Park & Leisure | 291 N. Main P.ville     |                            | recreation Act             |
| HHSA Tulare Work       | 1055 Henderson P.ville  |                            | cal/Fresh/Medical info     |
| Health Care Options    | 1845 N. Dinuba Visalia  |                            | Manage Care                |
| Ola Raza               | 180 N. Main P.ville     |                            | Immigration info/Daca      |
| Proteus                | 54 N. Main P.ville      |                            | employment/edu             |
| United Way             | 1160 E property Tulare  |                            | Info 211/other programs    |
| SVDH                   | 465 W. Putnam           |                            | Education/services info    |
| Library                | 41 W Thurman P.ville    |                            | library services           |
| C-Sut                  | 312 N W 3rd Ave Visalia |                            | Energy info/Recycling info |
|                        |                         |                            |                            |
|                        |                         |                            |                            |
|                        |                         |                            |                            |
|                        |                         |                            |                            |
|                        |                         |                            |                            |
|                        |                         |                            |                            |

**\*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.

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

## CITY OF PORTERVILLE

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

Name of event: Family HealthCare 18<sup>th</sup> Annual Health fair and Fiestas Patrias 2018

Sponsoring organization: Family HealthCare Network

Event date: 9-16-18 Hours: 12-6 PM

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

| Closed                         |                 |                 |                 |
|--------------------------------|-----------------|-----------------|-----------------|
| <u>Street Name</u>             | <u>From</u>     | <u>To</u>       | <u>Activity</u> |
| Main St                        | Cleveland       | Second St       | Health fair     |
| Cleveland                      | Second          | Thurman         |                 |
|                                |                 | Main            |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
| <u>Sidewalks</u>               | <u>From</u>     | <u>To</u>       | <u>Activity</u> |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
| <u>Parking lots and spaces</u> | <u>Location</u> | <u>Activity</u> |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |
|                                |                 |                 |                 |

Requirements for Community Civic Event

Family Health Care Network  
18<sup>TH</sup> Annual Health and Safety Fair and Fiestas Patrias

September 16, 2018

Finance Director:

*M. Bemis*

City Engineer:

*Javier Sanchez*

Community Development Manager:

*J. Phillips*

No comments.

Field Services Manager:

*M. Knight*

No comments.

Battalion Chief of Operations:

*R. Land*

Parks and Leisure Services Director:

*D. Moore*

Vehicles to remain off the grass. Public to remain out of the Main Street planters.

Police Lieutenant:

*R. Standridge*

Please see proposed conditions/requirements in Exhibit B.

Administrative Services Director:

*P. Hildreth*

Please see Exhibit A, page 2.

## Requirements for a Community Civic Event

Sponsor: Family Health Care Network  
Event: 18<sup>th</sup> Annual Health Fair and Fiestas Patrias  
Event Chairperson: Eriselda Lizarraga  
Location: Centennial Park  
Date of Event: September 16, 2018

### RISK MANAGEMENT: Conditions of Approval

That Family Health Care Network, 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/POLICE DEPARTMENT**  
**Community Civic Event Application**

**18<sup>th</sup> Annual Health Fair/ Fiestas Patrias,  
September 16, 2018, 12:00 pm – 6:00 pm  
Centennial Park**

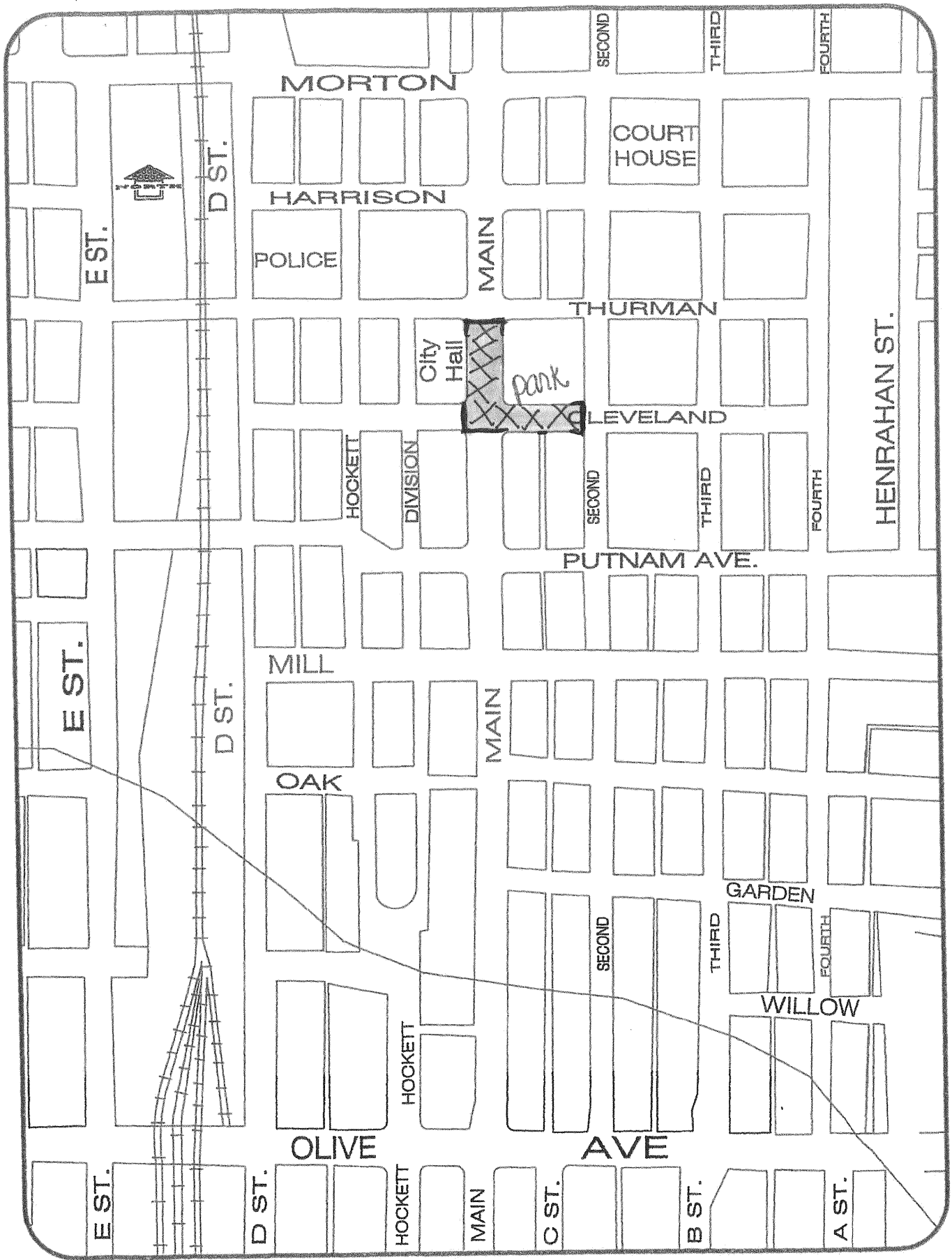
Proposed Conditions/Requirements for Iris Festival – Downtown Porterville

- 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.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sgt. Carl Jordan of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- 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.

Lieutenant Rich Standridge  
Porterville Police Department

Exhibit B





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: Family HealthCare Network. 18th Annual Health fair and Fiestas Patrias - 323 W. Putnam Porterville CA 93257
- 2 Address where amplification equipment is to be used: Centennial Park Porterville CA 93257
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Radio Lazer 1450 E Bradsley Ave Tulare CA 93274
- 4 Type of event for which amplification equipment will be used: Family HealthCare Network Health fair and Fiestas Patrias 2018
- 5 Dates and hours of operation of amplification equipment: Sunday September 16, 2018 12-6pm
- 6 A general description of the sound amplifying equipment to be used: live music from local bands groups, microphones two speakers, Brackline.

**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.

G. N. Boman  
Signature of Applicant

7/11/18  
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

7-16-18  
Date



FAMIHEA-02

CHELSEA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2018

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>Buckman-Mitchell, Inc.<br>500 N. Santa Fe Street<br>Visalia, CA 93292   | <b>CONTACT NAME:</b> Stacy Flenory            |                                      |               |
|                                                                                            | <b>PHONE (A/C, No, Ext):</b> (559) 635-3590   | <b>FAX (A/C, No):</b> (559) 750-5461 |               |
|                                                                                            | <b>E-MAIL ADDRESS:</b> stacy@bminc.com        |                                      |               |
| <b>INSURED</b><br><br>Family HealthCare Network<br>305 E. Center Ave.<br>Visalia, CA 93291 | <b>INSURER(S) AFFORDING COVERAGE</b>          |                                      | <b>NAIC #</b> |
|                                                                                            | <b>INSURER A:</b> Hartford Fire Insurance Co. |                                      | 19682         |
|                                                                                            | <b>INSURER B:</b> Trumbull Insurance Company  |                                      | 27120         |
|                                                                                            | <b>INSURER C:</b> Hartford Casualty Ins. Co.  |                                      | 29424         |
|                                                                                            | <b>INSURER D:</b> Star Insurance Company      |                                      | 18023         |
|                                                                                            | <b>INSURER E:</b>                             |                                      |               |
| <b>INSURER F:</b>                                                                          |                                               |                                      |               |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                              | ADDL INSD | SUBR WVD                                             | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------|-----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                                                               |           |                                                      | 51UUNZC4728     | 03/01/2018              | 03/01/2019              | EACH OCCURRENCE \$ 1,000,000                                                    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                                 |           | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |                 |                         |                         |                                                                                 |
|          | <input checked="" type="checkbox"/> EE Benefits                                                                                                                                                |           | MED EXP (Any one person) \$ 5,000                    |                 |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                |           | PERSONAL & ADV INJURY \$ 1,000,000                   |                 |                         |                         |                                                                                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                                                                                             |           |                                                      |                 |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                                                                                 |           |                                                      |                 |                         |                         | PRODUCTS - COM/PO/AGG \$ 2,000,000                                              |
|          | OTHER:                                                                                                                                                                                         |           |                                                      |                 |                         |                         | \$                                                                              |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY                                                                                                                                       |           |                                                      | 51UUNZC4728     | 03/01/2018              | 03/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
|          | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY |           | BODILY INJURY (Per person) \$                        |                 |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                |           | BODILY INJURY (Per accident) \$                      |                 |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                |           | PROPERTY DAMAGE (Per accident) \$                    |                 |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                |           |                                                      |                 |                         | \$                      |                                                                                 |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR                                                                                                    |           |                                                      | 51XHUZC0089     | 03/01/2018              | 03/01/2019              | EACH OCCURRENCE \$ 10,000,000                                                   |
|          | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                                                                                                      |           | AGGREGATE \$                                         |                 |                         |                         |                                                                                 |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                    |           | \$ 10,000,000                                        |                 |                         |                         |                                                                                 |
| D        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                              |           |                                                      | WCMSTR514824802 | 03/01/2018              | 03/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N                                                                                       | N/A       | E.L. EACH ACCIDENT \$ 1,000,000                      |                 |                         |                         |                                                                                 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                         |           | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000              |                 |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                |           | E.L. DISEASE - POLICY LIMIT \$ 1,000,000             |                 |                         |                         |                                                                                 |

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

Re: Porterville 18th Annual Health & Safety Fair, September 16, 2018. The City of Porterville/Successor Agency to the Porterville Redevelopment Agency are named as additional insured as respects to General Liability per form issued by the carrier, subject to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                              |                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Porterville, Successor Agency to the Porterville Redevelopment Agency<br>291 N. Main Street<br>Porterville, CA 93258 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                              | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

City of Porterville, Successor Agency to the Porterville Redevelopment  
Agency  
291 N. Main Street  
Porterville, CA 93258

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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;  
or
2. In connection with your premises owned by or rented to you.

However:

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

**B. With respect to the insurance afforded to these additional insureds, the following 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 – AUGUST 7, 2018

**SUBJECT:** Approval for Community Civic Event - American Cancer Society - Porterville Relay for Life - 20th Year Ribbon Cutting and Proclamation - August 23, 2018

**SOURCE:** Finance

**COMMENT:** The American Cancer Society is requesting approval to hold the Porterville Relay for Life ribbon cutting, celebrating their 20 year anniversary at Centennial Park, on Thursday, August 23, 2018, from 10:00 a.m. to 12:00 p.m. The celebration will include informational booths. No street closures have been requested.

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

**RECOMMENDATION:** That the City Council approve the Community Civic Event Application and Agreement from the American Cancer Society 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, and Outside Amplifier Permit and Insurance Certificate.

**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: 7/25/2018 Event date: August 23, 2018  
Event time: 10am - 12 pm  
Name of Event: Porterville Relay for Life 20th Year Ribbon Cutting/Proclamation

Sponsoring organization: American Cancer Society Phone # 559-920-1677  
Address: 2222 W. Shaw Ave #201 Fresno  
Authorized representative: Patrick Braddock Phone # 559-920-1677  
MAIL Address: 129 N Anthony St Visalia Ca 93291  
Event chairperson: Rebecca Underwood Phone # 559-853-7658

Location of event Centennial Park  
(Location map must be attached)

Type of event: Public Declaration/Celebration

Non-profit organization status: Non-Profit BL # 4371

(IRS Determination)

City services requested (fees associated with these services will be billed separately):  
Barricades (quantity): 0 Street sweeping Yes        No x  
Police protection Yes        No x Refuse pickup Yes        No x  
Other: info booths, PA system

Parks facility application required: Yes x No        Attached pd  
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)*

*PS*

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.**

*PS*

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).

*PS*

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.

*PS*

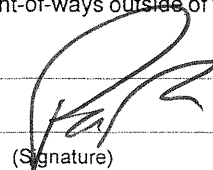
Authorized Representative Initials

**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.

*PS*

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.

|                            |                                                                                      |           |
|----------------------------|--------------------------------------------------------------------------------------|-----------|
| Porterville Relay for Life |  | 7/25/2018 |
| (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: Centennial Park Event date: 8/23/18 Event time: 10am-12pm

[illegible]

3 of 4



# CITY OF PORTERVILLE

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

Name of event: ~~N/A~~ Porterville Relay For Life 20th Anniversary

Sponsoring organization: ACS American Cancer Society

Event date: 8/23/18 Hours: 10AM-12PM

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

| Closed                  |          |    |          |
|-------------------------|----------|----|----------|
| Street Name             | From     | To | Activity |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
| Sidewalks               | From     | To | Activity |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
| Parking lots and spaces | Location |    | Activity |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |
|                         |          |    |          |

Requirements for Community Civic Event  
American Cancer Society and Relay for Life of Porterville  
Porterville Relay for Life 20 year Ribbon Cutting and Proclamation  
August 23, 2018

Finance Director:  
*M. Bemis*

City Engineer:  
*J. Sanchez*

Community Development Manager:  
*J. Phillips*

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

Battalion Chief of Operations:  
*R. Land*

Parks and Leisure Services Director: Vehicles to remain off the grass.  
*D. Moore* If outlets in Main Street planters plan to  
used, arrangements need to be made.

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

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

## Requirements for Community Civic Event

Sponsor: American Cancer Society  
Event: Porterville Relay for Life 20<sup>th</sup> Year Ribbon Cutting and Proclamation  
Event Chairman: Patrick Braddock  
Location: Centennial Park  
Date of Event: August 23, 2018  
Time of Event: 10:00 a.m. to 12:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

That the American Cancer Society provide a Certificate of Commercial General Liability Insurance Coverage at least as broad as Insurance Services Office form CG 00 01, evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Officials, Employees, Agents, and Volunteers as Additional Insured for bodily injury and property damage, including without limitation, blanket contractual liability arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event. Applicant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10.

- 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**

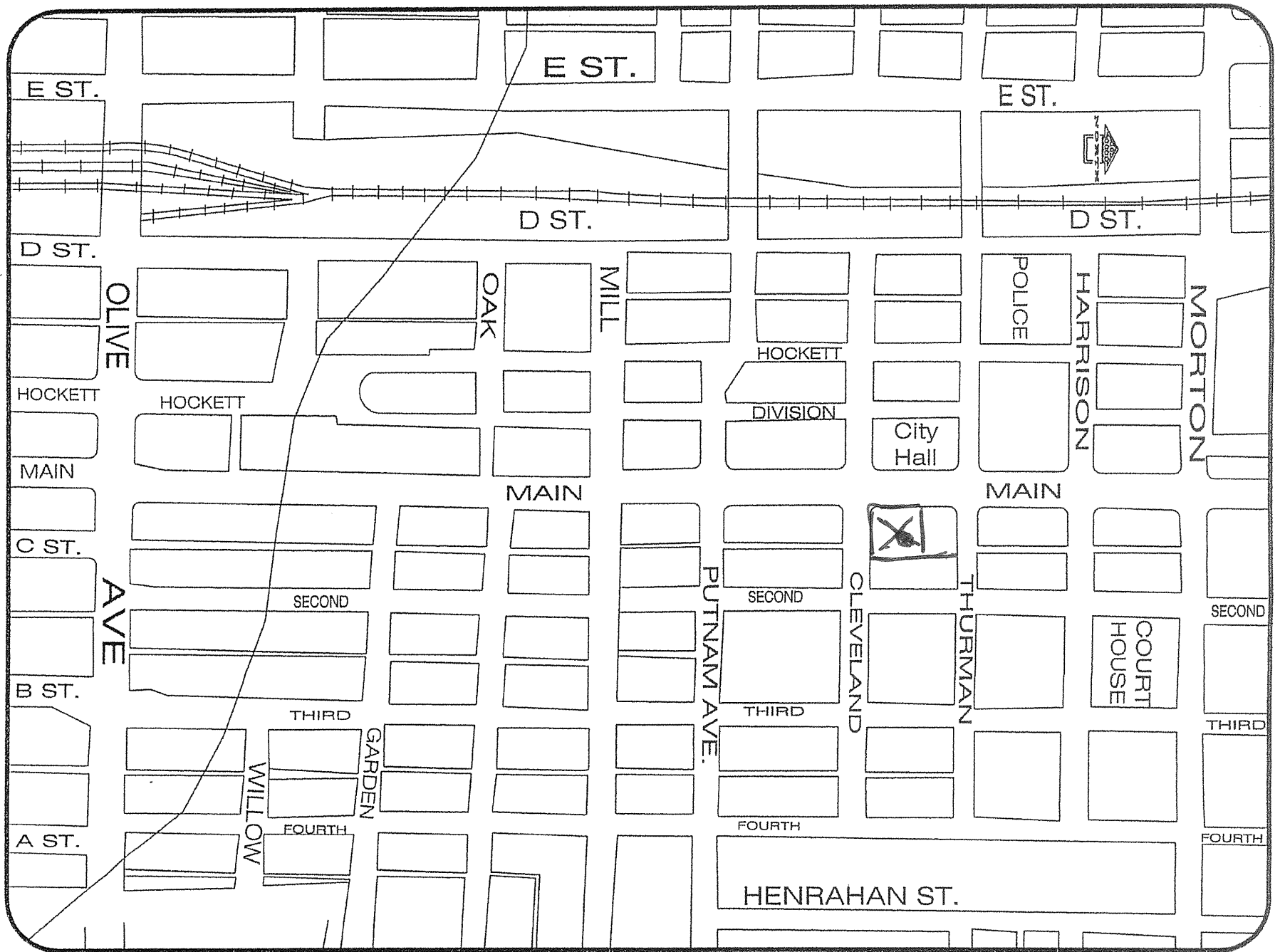
**Porterville Relay for Life 20<sup>th</sup> Year Ribbon Cutting**  
**August 23, 2018, 10:00 pm ¥ 12:00 pm**  
**Centennial Park**

Proposed Conditions/Requirements for Relay for Life

- 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 the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Lieutenant Rich Standridge  
Porterville Police Department

Exhibt B



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: Patrick Braddock 129 N. Anthony St, Visalia, CA
- 2 Address where amplification equipment is to be used: Centennial Park Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: \_\_\_\_\_
- 4 Type of event for which amplification equipment will be used: Ribbon Cutting Event to commemorate the 20th year of Porterville  
Relay for Life
- 5 Dates and hours of operation of amplification equipment: 10AM - 12PM
- 6 A general description of the sound amplifying equipment to be used: Mike and PA speaker

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)

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

Signature of Applicant

7/25/18  
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.

City of Porterville, Chief of Police/Designee

7-27-18  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2018

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>Commercial Lines – (404) 923-3700<br>USI Insurance Services National, Inc.<br>3475 Piedmont Road NE, Suite 800<br>Atlanta, GA 30305-2886 | <b>CONTACT NAME:</b> Jennifer Lefler<br><b>PHONE (A/C, No, Ext):</b> 470-875-0441 <b>FAX (A/C, No):</b> 610-537-1929<br><b>E-MAIL ADDRESS:</b> jennifer.lefler@usi.com        |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                        |                                                                                                                                                                               |
| <b>INSURED</b><br>American Cancer Society, Inc.<br>250 Williams Street, NW<br>4th Floor<br>Atlanta, GA 30303                                                | <b>INSURER A:</b> ACE American Insurance Company <b>NAIC #</b> 22667<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> |

**COVERAGES****CERTIFICATE NUMBER:** 13316387**REVISION NUMBER:** See below

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"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                                                        | <input checked="" type="checkbox"/>                              |          | HDOG27870612  | 09/01/2017              | 09/01/2018              | EACH OCCURRENCE                                                      | \$ 1,000,000  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                 |                                                                  |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                            | \$ 300,000    |
|          |                                                                                                                                                |                                                                  |          |               |                         |                         | MED EXP (Any one person)                                             | \$ 5,000      |
|          |                                                                                                                                                |                                                                  |          |               |                         |                         | PERSONAL & ADV INJURY                                                | \$ 1,000,000  |
|          |                                                                                                                                                |                                                                  |          |               |                         |                         | GENERAL AGGREGATE                                                    | \$ 25,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                                                                  |          |               |                         |                         | PRODUCTS - COMPI/OP AGG                                              | \$ 2,000,000  |
|          | OTHER:                                                                                                                                         |                                                                  |          |               |                         |                         |                                                                      | \$            |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                                                                    |                                                                  |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)                                  | \$            |
|          | <input type="checkbox"/> ANY AUTO                                                                                                              |                                                                  |          |               |                         |                         | BODILY INJURY (Per person)                                           | \$            |
|          | <input type="checkbox"/> OWNED AUTOS ONLY                                                                                                      | <input type="checkbox"/> SCHEDULED AUTOS                         |          |               |                         |                         | BODILY INJURY (Per accident)                                         | \$            |
|          | <input type="checkbox"/> HIRED AUTOS ONLY                                                                                                      | <input type="checkbox"/> NON-OWNED AUTOS ONLY                    |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                                       | \$            |
|          |                                                                                                                                                |                                                                  |          |               |                         |                         |                                                                      | \$            |
|          | <b>UMBRELLA LIAB</b>                                                                                                                           |                                                                  |          |               |                         |                         | EACH OCCURRENCE                                                      | \$            |
|          | <b>EXCESS LIAB</b>                                                                                                                             |                                                                  |          |               |                         |                         | AGGREGATE                                                            | \$            |
|          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE                                                                            |                                                                  |          |               |                         |                         |                                                                      | \$            |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                             |                                                                  |          |               |                         |                         |                                                                      | \$            |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                           |                                                                  |          |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |               |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                    | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A      |               |                         |                         | E.L. EACH ACCIDENT                                                   | \$            |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                         |                                                                  |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                                           | \$            |
|          |                                                                                                                                                |                                                                  |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                                          | \$            |

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

RE: COIR00008239; Porterville RFL Ribbon Cutting; Centennial Park; Event Date: August 23, 2018 (mm)

Certificate holder is included as an additional insured in accordance with the terms and conditions of the general liability policy and only if required by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                                |                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Porterville<br>Successor Agency to the Porterville<br>Redevelopment Agency<br>291 N. Main St.<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>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

City of Porterville  
Successor Agency to the Porterville  
Redevelopment Agency  
291 N. Main St.  
Porterville, CA 93257

RE: COIR00008239; Porterville RFL Ribbon Cutting; Centennial Park; Event Date: August 23, 2018

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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

**B. With respect to the insurance afforded to these additional insureds, the following 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 – AUGUST 7, 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.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of 55 gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to 50 gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City of Porterville will need to submit its plan for compliance for approval by the State Water Resources Control Board.

At its last meeting on July 17, 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-six (26) 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 had committed funding through June 30, 2018 for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally. Although a new appropriation of State funding has not yet been made, there are sufficient residual funds from the original appropriation to fund the continuance of the program through September 30, 2018. Assemblyman Joaquin Arambula (Fresno) had requested of the Assembly Budget Committee the appropriation of \$3.5 million in the State's 2018-2019 fiscal year budget to continue to support the approximate 300 residences in the Central Valley that still have dry wells and receive temporary water deliveries, however, that appropriation request has not been granted. Should continued funding not be appropriated by the State, representatives for the State Water Resources Control Board have indicated that they will attempt to secure continued funding through Cleanup and Abatement Account (CAA) emergency funds. City staff remains concerned about the lack of continued support for the affected City residences while the extension of water mains and permanent connections will likely not be completed for approximately one year. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting.

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 is 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: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

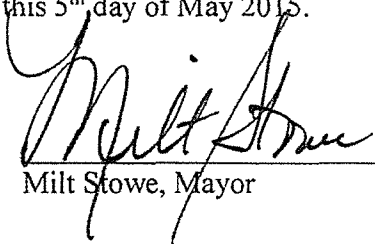
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

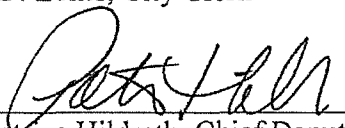
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

PASSED, APPROVED, AND ADOPTED this 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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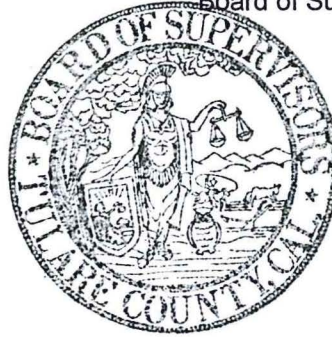
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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. Guille 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

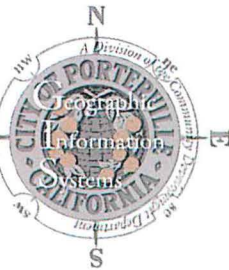
Approved as to Form

BY [Signature]  
City Attorney

EXHIBIT 'A'



# East Porterville Project Boundary



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

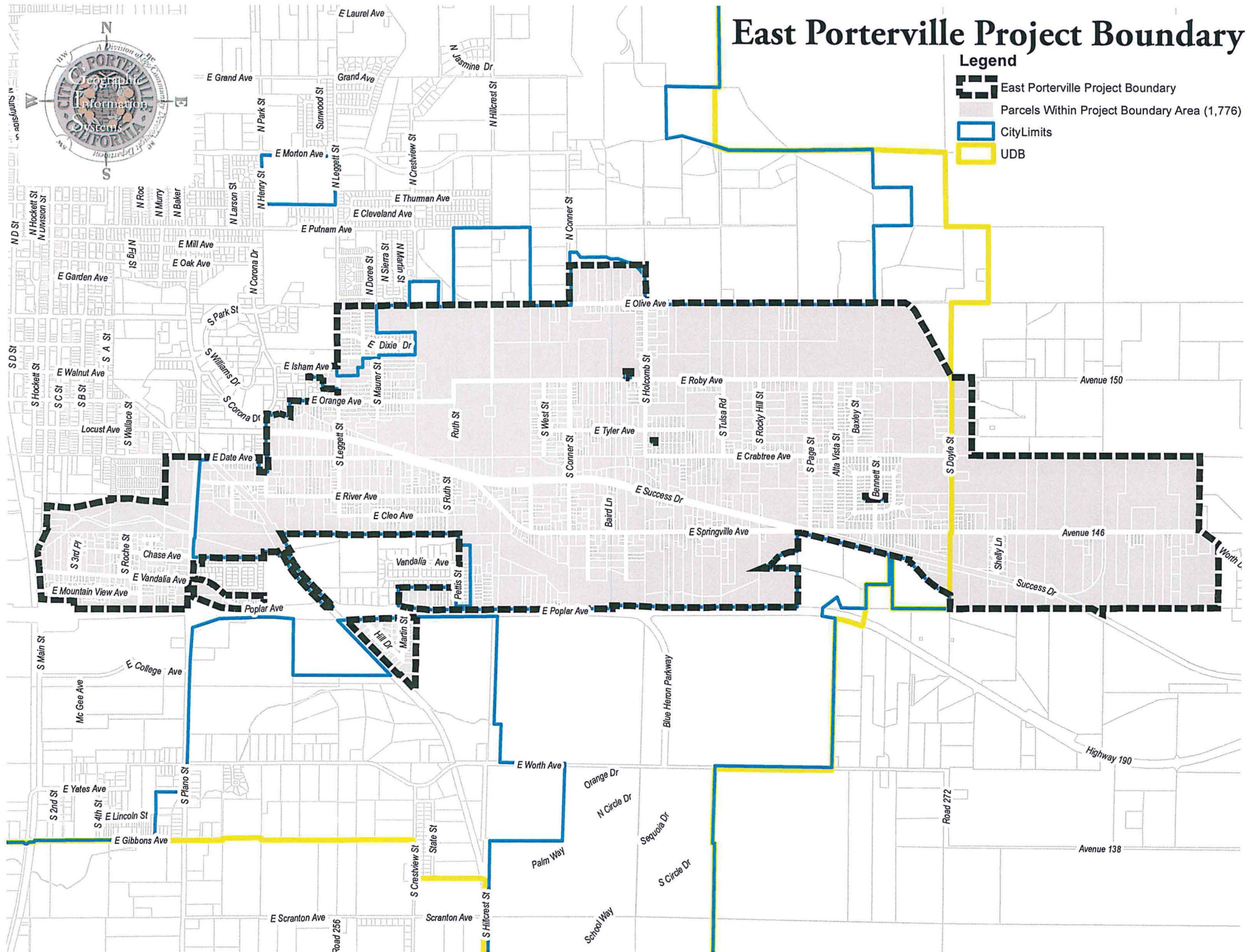


EXHIBIT 'B'

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:

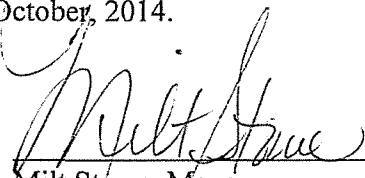
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

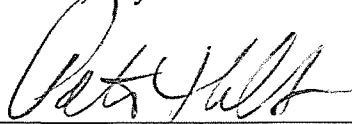
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, 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.

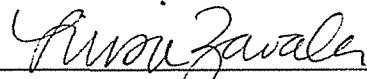
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility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

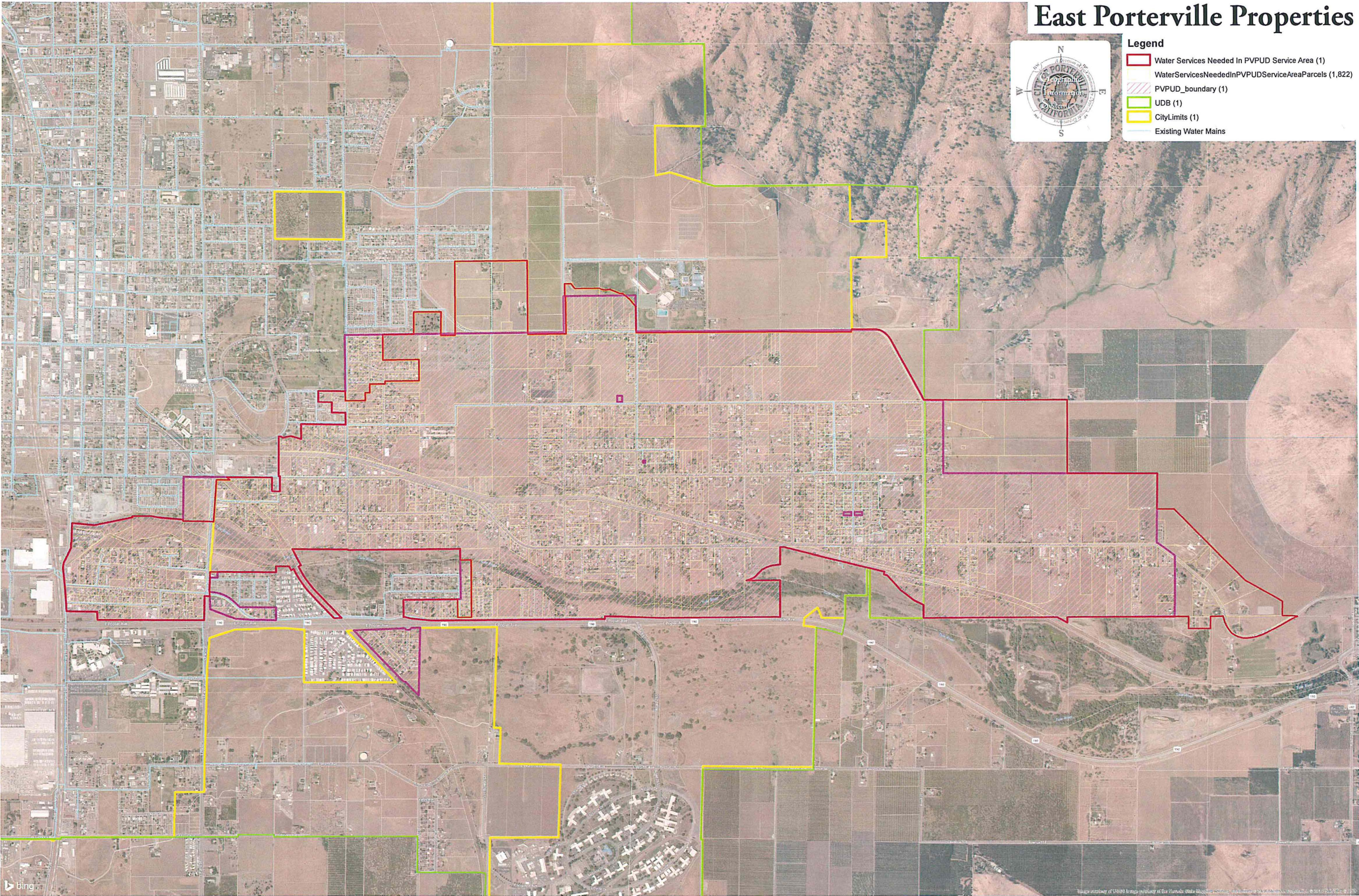
- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and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

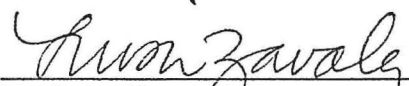
  
By: Luisa Zavala, Deputy City Clerk



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 – AUGUST 7, 2018

**SUBJECT:** Consideration of Items Necessary to Place a General Purposes Ballot Measure on the November 2018 Election

**SOURCE:** City Manager's Office

**COMMENT:** **INTRODUCTION**

Over the past decade, the City of Porterville has been greatly impacted and challenged to maintain essential services due to the Great Recession, State seizures of local funds, and our growing population. Many people are not aware that Sacramento has taken more than \$10,500,000 from our City over the past five years alone, affecting the ability to provide local services and programs at the level our residents expect and want.

### **911 FIRE AND LAW ENFORCEMENT CHALLENGES**

At the same time – since 2008, Porterville’s population has grown by 15% - or about 8,000 residents – and is expected to keep growing. Yet over the same period, our local Police Department has not added any additional police officers, resulting in less police responding to increased call volume. Our City needs additional funds to hire more police officers and ensure they have adequate resources to continue keeping Porterville safe.

The City has prided itself on the effective and efficient operations of both its public safety departments. Our Fire Department is currently designated as a coveted “Class 2” Department by the Insurance Services Office (ISO), placing the Department within the top one percent (1%) of fire departments in the nation, which benefits local businesses and homeowners in reduced fire insurance rates.

Nearly sixty percent (60%) of 911 calls to the Fire Department require emergency medical attention, which the Department has experienced a fifteen percent (15%) increase in calls for service over the past five years, which is beginning to impact our Department’s ability to respond to emergency calls within the standard five minute response timeframe. The addition of a sworn Fire Officer to each of the three shifts would certainly help maintain the operational functions in response to emergency calls for service, as well as help maintain our Department’s important “Class 2” ISO designation to the benefit of our community.

The Police Department has made significant strides in the community over the past decade, significantly reducing the gang and violent crime rates, although there are still approximately 200 registered gang members in the general

Porterville area. Porterville residents are known for their self-reliance and desire to keep their own taxpayer dollars local, to address local needs. With our community's adoption of Measure H in 2006, the Department was able to increase staffing to 62 sworn Officers, in comparison to the city's population then of 52,000. However, as noted, in the past decade, the city's population has increased to 60,000, but the allocation of Officers has not.

Compounding the challenge to the Department has been public safety realignment, which has created a sizeable increase in property crimes. In the past five years, these factors have significantly impacted the Department's calls for service response times and crime prevention activities while on patrol, recognizing a significant decrease in Officer-initiated activity (crime prevention) due to responding to increased calls for service. The addition of 16 sworn Officers and civilian staff will greatly assist the Department in maintaining the level of service our community has received and expects for the larger population since the passage of Measure H.

### **AGING STREETS AND ROADS**

In evaluating the local transportation system, nearly sixty percent (60%) of Porterville's streets are rated "poor" or "very poor" by independent pavement management engineers. The City is responsible for maintaining 208 miles of streets, roads and sidewalks – portions of which are more than fifty years old – creating an estimated \$15,000,000 in unfunded infrastructure needs each year.

To engage the community and understand current public perspectives, the City Council authorized a community survey be performed of hundreds of local residents. The Lew Edwards Group and FM3 Research were engaged to administer the community survey this spring, which drew a random sample of 361 Porterville respondents likely to vote in the November 2018 election.

Results of the survey indicate that a plurality of respondents feel Porterville is moving in the right direction (52%), with a significant number (74%) of those surveyed believing the City has a need for additional funds to provide and maintain the level of City services that local residents need and want.

When surveyed on either a half cent, three-quarter cent, or one cent increase in the sales and use tax rate, respondents were more favorable to a one-cent increase (67%) than a half-cent (65%) or three-quarter-cent (53%).

Respondents were most interested in the fact that funds would be used locally (93%), with the greatest importance placed on public safety and local streets, including: 1) maintaining fire and police emergency response times (91%); 2) preventing property crimes (90%); 3) repairing potholes (90%), and 4) maintaining streets (89%). The survey assumed an overall margin of error of +/-5.2%.

When the community survey was begun, the California Business Roundtable was considering an initiative that would require all revenue measures to meet two-thirds voter approval, including general purpose measures. Porterville's community survey results indicated voter approval of a general purpose, simple majority requirement measure as high as 69%. However, the survey did not specifically test a special purpose measure and the survey results show a special



purpose measure would not be viable.

On June 28, 2018, Governor Brown signed legislation that would ban local taxes on soda until 2030, and in return, the Roundtable withdrew its initiative. Accordingly, given the strong viability for a simple majority requirement general purpose measure, it is strongly recommended that the City consider placing a general purpose revenue measure on the ballot for the voters to decide.

As numerous other cities on the ballot this year are doing, staff recommends the implementation of a legally permissible Public Information Program in continued partnership with the Lew Edwards Group to keep our public informed. This is especially important because the State has a number of propositions on the ballot, and there are regional and legislative races and measures in our region. As the Council is aware, local measures are towards the end of the ballot, making it important to keep the public informed. The Informational Program would be multi-disciplinary in nature (social media, counter information, mailings, community presentations) and the Lew Edwards Group would collaborate closely with the City Attorney to ensure all communications are strictly informational – not advocacy.

Given the survey results indicated the greatest service importance for maintaining public safety and local streets, a draft initial spending plan has been developed and provided as an attachment.

If the Council moves forward with a one-cent general revenue measure, the proposed language for the ballot measure is proposed to be the following:

PROPOSITION “\_\_”: Porterville Public Safety and Essential City  
Services  
Measure

“Shall an ordinance be adopted to maintain police, fire, emergency response times; prevent property crimes like thefts and burglaries; maintain/increase neighborhood and school police patrols; maintain anti-gang, senior, youth services; increase after-school and library programs; address homelessness; repair potholes and streets; and other services, by establishing a one-cent sales tax providing approximately \$6,000,000 annually until ended by voters, requiring independent audits, citizen’s oversight and all funds used for Porterville?”

The Transactions and Use Tax Oversight Committee, formed pursuant to Resolution 24-2006, would act to serve as an independent citizen's oversight committee for the expenditure of all funds collected by the Porterville Public Safety and Essential City Services Measure. The Committee has been responsible for accountability and public oversight regarding expenditures of Measure H funds since the measure was passed, and the Committee would now conduct spending oversight for all funds collected from the new measure.

The cost to consolidate with County elections in adding the proposed general revenue measure would be approximately \$60,000, which in addition to the recommended four informational mailings, would estimate total election costs

of \$85,000. Staff recommends that the funds be allocated from the City Council's Special Purposes Fund.

The current political environment in California and the nation is polarized, and the community survey results show some volatility, thus it is highly recommended that the City not proceed with a general purpose measure unless there is unanimous Council support to place the measure on the ballot. There is local past experience where a split vote by a governing body has affected the ultimate viability of a measure, and an action to allow voters to decide on the issue is itself not a position for or against the measure by the Council or its individual members – it is simply to allow voters to make the ultimate decision.

Due to the community interest in this issue, it is recommended that the Council authorize a process permitting a community submittal of the argument. Under Elections Code 9282, it is recommended that a ballot argument on the measure may only be submitted by an individual voter eligible to vote on the measure, a bona fide association of citizens, or any combination of voters or associations. The Council as a body or any individual members of the City Council are not authorized to file a written argument or any rebuttal argument either for or against the measure.

RECOMMENDATION: That the City Council determine whether Porterville voters should have the option to consider a general purpose revenue measure this November with the intent of this Council being to focus the funds on police, fire, and street maintenance. Should the Council determine in favor of letting the voters decide this measure, then:

1. Adopt a Resolution placing the general purpose measure on the November 6, 2018 Ballot; The Resolution includes the Ordinance adopting the tax, which would become effective only if the measure is approved by the voters in November 2018; and
2. Authorize the Amendment to the Lew Edwards Group services agreement for assistance with a legally permissible Public Education Program.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A to Resolution (Sales Tax Measure Ordinance)
3. Draft Expenditure Plan
4. Community Survey Results
5. LEG Amendment to Agreement

Appropriated/Funded:

Review By:

Department Director:



Final Approver: John Lollis, City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF PORTERVILLE CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL  
ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL  
ELECTION TO BE HELD IN THE CITY OF PORTERVILLE ON TUESDAY,  
NOVEMBER 6, 2018; INTRODUCING ORDINANCE ENACTING A LOCAL  
TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD  
OF EQUALIZATION; AND ORDERING THE SUBMITTAL OF THE ORDINANCE TO  
THE VOTERS AT THE SPECIAL ELECTION**

**WHEREAS**, Sacramento politicians have taken more than \$10,500,000 from Porterville over the last five years, impacting the City's ability to provide services and programs at the levels local residents want; and

**WHEREAS**, Porterville's population has increased 15% in the last ten years and is expected to keep growing – it is more expensive to provide services such as public safety, streets and sidewalk repair, park maintenance, and services for seniors and youth to meet the needs of our growing community; and

**WHEREAS**, nearly 60% of Porterville streets are rated “poor,” “very poor,” or “worse by independent pavement management engineers, and essential repairs must made before they get even worse or more expensive to repair in the future; and

**WHEREAS**, nearly 60% of all 911 calls to the Porterville Fire Department require emergency medical attention; and

**WHEREAS**, the American Heart Association © says brain deterioration starts between 4-6 minutes after a person stops breathing, and the City of Porterville seeks to maintain 911 rapid response times from our City's firefighters and emergency medical workers; and

**WHEREAS**, there are about 200 gang members who live or frequent Porterville and the City's Police Department must adequately address gang violence, including drive-by shootings and assaults with a deadly weapon, and keep gang members and drug dealers from nearby communities out of our City; and

**WHEREAS**, well-maintained streets, the quality of local parks and library, safe and clean public areas and neighborhoods, and rapid emergency response by police and fire departments are investments that strengthen our community, improve property values and make Porterville a more desirable place to live, do business and raise a family; and

**WHEREAS**, California Revenue and Taxation Code Section 7251 and following, and 7285.9 specifically, provides for the establishment and levying of transaction and use taxes for general revenue purposes, in an ordinance approved by a two-thirds vote of all members of the City Council;

**WHEREAS**, Section 2(b) of Article XIII C of the California Constitution, added by Proposition 218, effective November 1996 requires that a measure proposing a general tax be submitted to the voters at an election consolidated with a regularly scheduled general election for members of the governing body, except in cases of emergency declared by a unanimous vote of the governing body;

**WHEREAS**, the City Council is the governing body for the City of Porterville, and the November 6, 2018, statewide general election will be consolidated with the regularly scheduled general election for members of the City Council; and

**WHEREAS**, pursuant to California Constitution Article XIII C, Section 2(b) and Elections Code Section 10201, the City Council of the City of Porterville, California desires to submit to the voters of Porterville a measure to enact an ordinance establishing a transactions and use tax to [offset state budget cuts and to maintain and restore essential services; and

**WHEREAS**, the Porterville community has identified key priorities including maintaining police, fire and emergency response times; preventing property crimes like thefts and burglaries; repairing potholes/maintaining streets; keeping public areas safe and clean; maintaining and improving school safety; and addressing homelessness; and

**WHEREAS**, the proposed measure will create another source of locally-controlled funding where all proceeds would be used locally for the benefit of the Porterville public, and no funds could be seized by Sacramento; and

**WHEREAS**, the proposed measure ensures accountability and transparency in expenditure by requiring independent audits and citizen oversight, as well as requiring that all funds be used for Porterville.

NOW THEREFORE BE IT RESOLVED:

1. Calling Special Municipal Election: Pursuant to California Elections Code Section 9222 and 10201, the City Council hereby orders that a special municipal election in and for the City of Porterville shall be held on Tuesday, November 6, 2018, for the purpose of approving a transaction and use (sales) tax measure. The full text of the Porterville Transaction and Use Tax Ordinance of 2018, attached to this Resolution as Exhibit A shall be available to voters upon request made to the City Clerk. The measure to be submitted to the voters shall appear and be printed on the ballot as follows:

**MEASURE \_\_\_\_\_. Porterville Public Safety and Essential City Services Measure.**

**Shall an ordinance be adopted to maintain police, fire, emergency response times; prevent property crimes like thefts and burglaries; maintain/increase neighborhood and school police patrols; maintain anti-gang, senior, youth services; increase after-school and library programs; address homelessness; repair potholes and streets; and other services by**

**establishing a one-cent sales tax providing approximately \$6,000,000 annually until ended by voters, requiring independent audits, citizen's oversight and all funds used for Porterville? YES/NO**

2. Introduction of Ordinance: The City Council hereby approves the Introduction of Ordinance No. \_\_\_\_\_, the Porterville Transaction and Use Tax Ordinance of 2018, attached to this Resolution as Exhibit A, and approves submittal of such Ordinance to the voters of the City of Porterville. The proposed measure is a general tax as defined in Article XIIC of the California Constitution and shall not take effect unless and until approved by a two-thirds vote of the Porterville City Council, and until a vote of at least a majority of the voters voting on the question at the election.

3. Pursuant to Elections Code Section 9282, ballot arguments on this Measure may only be submitted by any individual voter eligible to vote on the Measure, a bona fide association of citizens, or any combination of voters or associations. The City Council, as individual members of the Council and as a body, are not authorized to file a written argument or any rebuttal argument for or against this Measure.

4. Impartial Analysis: The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280.

5. Requesting Consolidation of Elections: Pursuant to the State of California Elections Code Section 10400 – 10403.5, the City Council of the City of Porterville hereby requests the consolidation of the special municipal election described in Section 1 with the statewide general election to be held on November 6, 2018. Within the City of Porterville the election precincts, polling places, and voting booths shall in every case be the same, and there shall be only one set of election officers in each of the precincts; provided that no person not a qualified elector of the City of Porterville shall be permitted to vote for the measure placed on the ballot by the City Council. The elections precincts, polling places, and election officers within the City of Porterville for the special municipal election shall be the same as those selected and designated by the Tulare County Registrar of Voters.

6. Requesting Tulare County to Render Election Services: The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the City of Porterville relating to the conduct of the November 6, 2018, Special Municipal Election as follows:

- a. Distribute and file all papers submitted in connection with the proposed ordinance.
- b. Make all required publications.

- c. Prepare, print and mail to the qualified electors of the City of Porterville sample ballots and voter pamphlets. Full text of the ballot measure will be made available upon request at the Porterville City Clerk's Office.
- d. Provide vote by mail ballots for said Municipal Election for use by the qualified electors who may be entitled to vote by mail ballots in the manner provided by law.
- e. Order consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
- f. Conduct and canvass the returns of the election and certify the votes cast for the proposed measure.
- g. Receive and process Vote By Mail voter applications.
- h. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
- i. Recount votes, if requested in accordance with State law.
- j. Conduct the above election duties in accordance with the Voting Right Act of 1975.
- k. Perform all other pertinent services required to perform for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the City Clerk.

The City Clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of August, 2018.

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

ATTEST:  
John D. Lollis, City Clerk

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADDING ARTICLE IIB, TO TITLE 22 OF THE PORTERVILLE MUNICIPAL CODE TO PROVIDE FOR AN ADDITIONAL ONE PERCENT (ONE CENT) TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION, TO PROVIDE FUNDS TO MAINTAIN ESSENTIAL LOCAL CITY SERVICES INCLUDING POLICE, FIRE/9-1-1 EMERGENCY AND MEDICAL AID RESPONSE, STREET MAINTENANCE, AND OTHER SERVICES**

**WHEREAS**, Sacramento politicians have taken more than \$10,500,000 from Porterville over the last five years, impacting the City's ability to provide services and programs at the levels local residents want; and

**WHEREAS**, Porterville's population has increased 15% in the last ten years and is expected to keep growing – it is more expensive to provide services such as public safety, streets and sidewalk repair, park maintenance, and services for seniors and youth to meet the needs of our growing community; and

**WHEREAS**, nearly 60% of Porterville streets are rated “poor,” “very poor,” or “worse by independent pavement management engineers, and essential repairs must be made before they get even worse or more expensive to repair in the future; and

**WHEREAS**, nearly 60% of all 911 calls to the Porterville Fire Department require emergency medical attention; and

**WHEREAS**, the American Heart Association © says brain deterioration starts between 4-6 minutes after a person stops breathing, and the City of Porterville seeks to maintain 911 rapid response times from our City's firefighters and emergency medical workers; and

**WHEREAS**, there are about 200 gang members who live or frequent Porterville and the City's Police Department must adequately address gang violence, including drive-by shootings and assaults with a deadly weapon, and keep gang members and drug dealers from nearby communities out of our City; and

**WHEREAS**, well-maintained streets, the quality of local parks and library, safe and clean public areas and neighborhoods, and rapid emergency response by police and fire departments are investments that strengthen our community, improve property values and make Porterville a more desirable place to live, do business and raise a family; and

**WHEREAS**, the Porterville community has identified key priorities including maintaining police, fire and emergency response times; preventing property crimes like thefts and burglaries; repairing potholes/maintaining streets; keeping public areas safe and clean; maintaining and improving school safety; and addressing homelessness; and

**WHEREAS**, the proposed measure will create another source of locally-controlled funding where all proceeds would be used locally for the benefit of the Porterville public, and no funds could be seized by Sacramento; and

**WHEREAS**, the proposed measure ensures accountability and transparency in expenditure by requiring independent audits and citizen oversight, as well as requiring that all funds be used for Porterville; now

**THE PEOPLE OF THE CITY OF PORTERVILLE DO ORDAIN AS FOLLOWS:**

**SECTION I. AMENDMENT OF CODE.**

Porterville Municipal Code Title 22 is hereby amended by the addition of a new Article to read as follows:

**ARTICLE IIB. TRANSACTIONS AND USE TAX**

**Sec. 22-9.1 Title.** This ordinance shall be known as the City of Porterville Transactions and Use Tax Ordinance of 2018.

**Sec. 22-9.2 Definitions.**

The following words and phrases shall be defined as set forth in this Ordinance, except that any term or phrase not defined in this Ordinance shall have the same meaning as that term or phrase is defined in Parts 1.6 and 1.7 of the California Revenue and Taxation Code:

- (a) “City” means City of Porterville.
- (b) “Operative date” means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance by vote of the electorate on November 6, 2018.
- (c) “Ordinance” means the City of Porterville Transactions and Use Tax Ordinance of 2018.
- (d) “State” means the State of California.

**Sec. 22-9.3 Purpose.**

This Article of the Porterville Municipal Code is adopted for the following (and among other) purposes, and directs that the provisions hereof be interpreted liberally in order to accomplish all of its lawful purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of California Revenue and Taxation Code Sections 7251 et seq., and Section 7285.9, which authorizes the City to adopt this Ordinance if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Transactions and Use Taxes.

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will, to the degree possible consistent with the provisions of Parts 1.6 of Division 2 of the California Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

(e) To provide transactions and use tax revenue to the City to be used for the general governmental purposes of the City and with any transactions and use tax revenue received being placed into the City's general fund.

**Sec. 22-9.4. Contract with State.**

Prior to the Operative Date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this Ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the Operative Date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

**Sec. 22-9.5. Transactions Tax Rate.**

For the privilege of selling tangible personal property at retail, a transactions tax is imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1.0%) of the gross receipts of the retailer from the sale of all tangible personal property sold at retail within the territory of the City on and after the Operative Date of this Ordinance.

**Sec. 22-9.6. Place of Sale.**



For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from the sale shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the Board of Equalization.

**Sec. 22-9.7. Use Tax Rate.**

An excise tax is hereby imposed on the storage, use, or other consumption in the City of tangible personal property purchased from any retailer on or after the Operative Date of this Ordinance for storage, use or other consumption in said territory of the City at the rate of one percent (1.0%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State transactions or use tax regardless of the place to which delivery is made.

**Sec. 22-9.8. Adoption of Provisions of State Law.**

Except as hereinafter provided, and except insofar as they are inconsistent with the provisions of Parts 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are adopted, incorporated and made a part of this Ordinance as though fully set forth in it.

**Sec. 22-9.9. Limitations on Adoption of State Law and Collection of Use Taxes.**

In adopting the provisions of Part 1 of Division 2 of the California Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of the City of Porterville shall be substituted. However, the substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Equalization, State Treasury, or the Constitution of the State of California;

(2) The result of that substitution would require action to be taken by or against the City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance;

(3) In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

A. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

B. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

(4) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the California Revenue and Taxation Code.

(b) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

**Sec. 22-9.10. Permit Not Required.**

If a seller's permit has been issued to a retailer under Section 6067 of the California Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

**Sec. 22-9.11. Exemptions and Exclusions.**

(a) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

(2) Sales of property to be used outside the City which is shipped to a point outside the City pursuant to the contract of sale by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

A. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

B. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Ordinance.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this Ordinance.

(5) For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

(5) For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(d) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

**Sec. 22-9.12. Amendments.**

All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become adopted and a part of this Ordinance without further action of the City Council of the City of Porterville or the City's electorate, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance. The City Council may amend this Ordinance to comply with applicable law or as may be otherwise necessary in order to further the Ordinance's stated purposes.

**Sec. 22-9.13. Prohibition on Enjoining Collection.**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of

**Exhibit A**

the Revenue and Taxation Code, of any tax or any amount of tax required to be collected under this Ordinance.

**Sec. 22-9.14. Severability.**

In any provision of this Ordinance of the application of it to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

**Sec. 22-9.15 Effective Date.**

This Ordinance relates to the levying and collection of the City's transactions and use taxes and shall become effective only if approved by a majority of the voters voting on the measure at the November 7, 2018, Special Municipal Election. The Operative Date of this Ordinance shall then be as defined in Section 22-9.2(b).

**Sec. 22-9.16. Accountability and Oversight.** This ordinance authorizes the Transactions and Use Tax Oversight Committee, formed pursuant to Resolution 24-2006, to act as an independent citizen's oversight committee for the expenditure of all funds collected by the Porterville Public Safety and Essential City Services Measure. The Committee has been responsible for accountability and public oversight regarding expenditures of Measure H funds since the measure was passed in The Committee shall now conduct spending oversight for all funds collected from to the Porterville Public Safety and Essential City Services Measure. The Committee shall conduct spending oversight pursuant to the procedures in Resolution 24-2006, and said provisions shall be incorporated herein by reference.

**SECTION III. SEVERABILITY.**

Any provision of the Porterville Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance, except that any existing, duly adopted transactions and use tax existing as of the date of adoption of this Ordinance shall remain in effect and the transactions and use tax imposed by this Ordinance shall be additive thereto.

**APPROVED** by the following vote of the People of the City of Porterville on November 6, 2018:

**ADOPTED** by Declaration of the vote by the City Council of the City of Porterville on , 20\_\_:

## DRAFT Proposed 2018 Sales Tax Ballot Measure Spending Priorities

The following draft proposed Sales Tax Ballot Measure Spending Priorities Plan outlines preliminary priorities for using additional resources if the City Council places a sales tax measure on a ballot in 2018. In the event that estimated General Fund revenues fall below costs, the additional sales tax funds would potentially be used to maintain current service delivery and avoid service disruptions.

| <b>Service Priorities</b>                                                                                                                                                                                                                                                                     | <b>½-Cent<br/>Sales Tax<br/>\$ Millions</b> | <b>1-Cent<br/>Sales Tax<br/>\$ Millions</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|
| <b>Improve Public Safety (Target of 50%)</b>                                                                                                                                                                                                                                                  |                                             |                                             |
| <b><i>Improve Police Response Times, Reduce Crime, and Increase Neighborhood Police Patrols</i></b><br>Add 7-16 sworn officers as well as civilian staff to address calls for service and investigations, information technology advancements and fund additional community service officers. | \$1.5 M                                     | \$2.5 M                                     |
| <b><i>Improve Fire and Emergency Medical Response Times</i></b><br>Add 3 sworn shift personnel to maintain emergency response times and resources.                                                                                                                                            | \$0.5 M                                     | \$0.5 M                                     |
| <b>Public Safety Sub-Total</b>                                                                                                                                                                                                                                                                | <b>\$2.0 M</b>                              | <b>\$3.0 M</b>                              |
| <b>Repair and Maintain Streets (Target of 50%)</b>                                                                                                                                                                                                                                            |                                             |                                             |
| <b><i>Improve Street Repair and Maintenance</i></b><br>Increase maintenance on major streets and provide maintenance for neighborhood streets to significantly slow the incidence of pothole formation and general pavement deterioration.                                                    | \$1.0 M                                     | \$3.0 M                                     |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                  | <b>\$3.0 M</b>                              | <b>\$6.0 M</b>                              |



# City of Porterville Community Issues Survey

Survey Conducted:  
May 6-13, 2018



OPINION  
RESEARCH  
& STRATEGY

# Survey Methodology

Conducted a Dual Mode Survey, online, by cell, and landline between May 6-13, 2018



Surveys were completed using a random sample of 361 voters registered in the City of Porterville who are likely to vote in the November 2018 statewide election



Overall margin of error for whole sample:  $\pm 5.2\%$ ;  
Margin of error for half the sample:  $\pm 7.3\%$



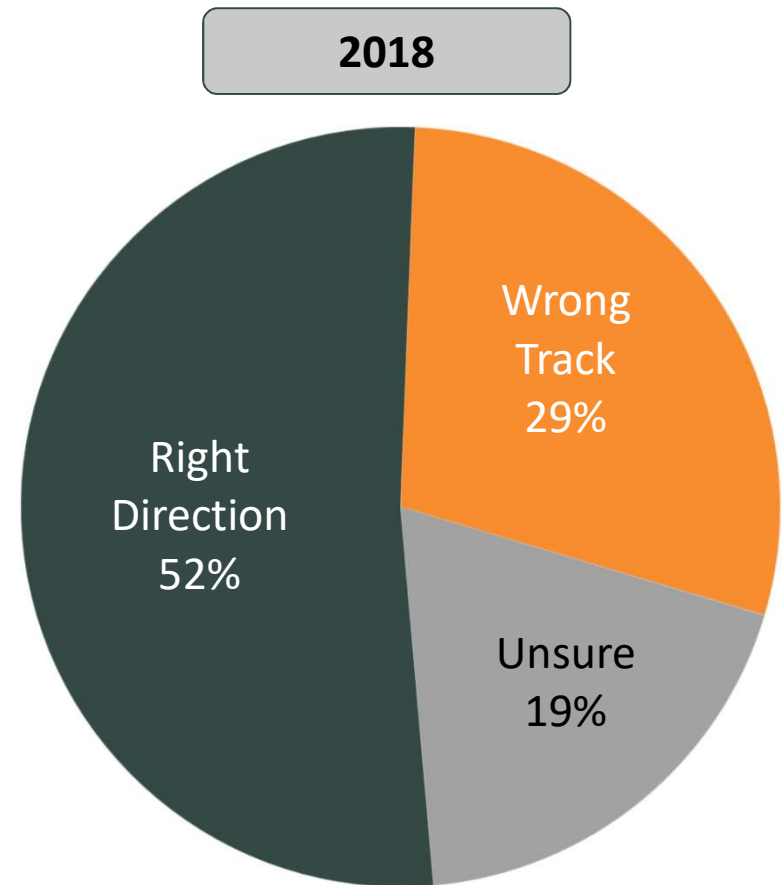
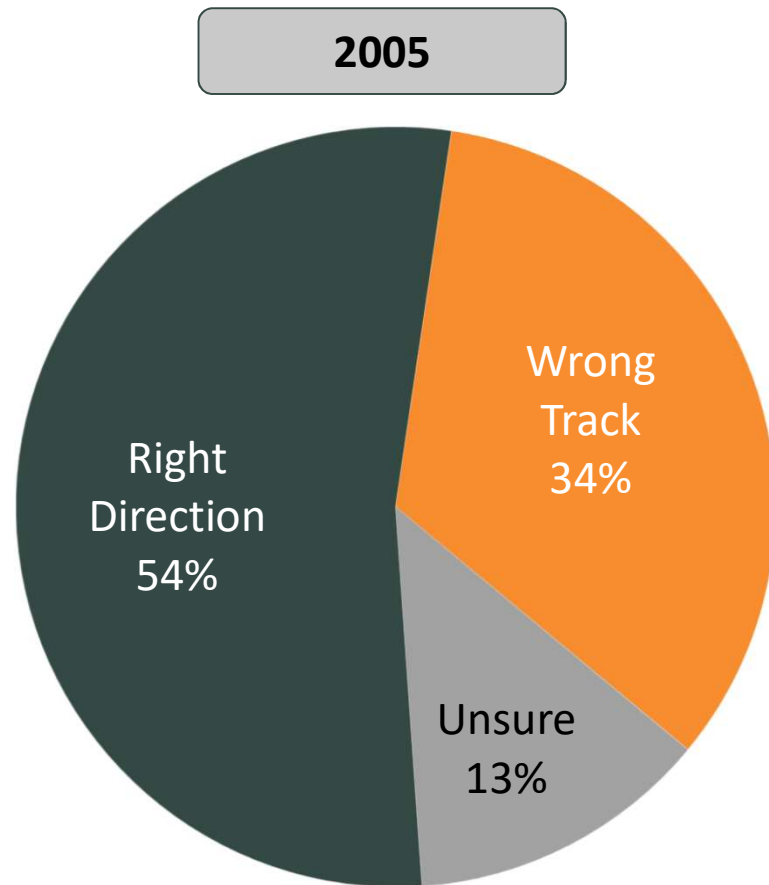
Some percentages may not sum to 100% due to rounding



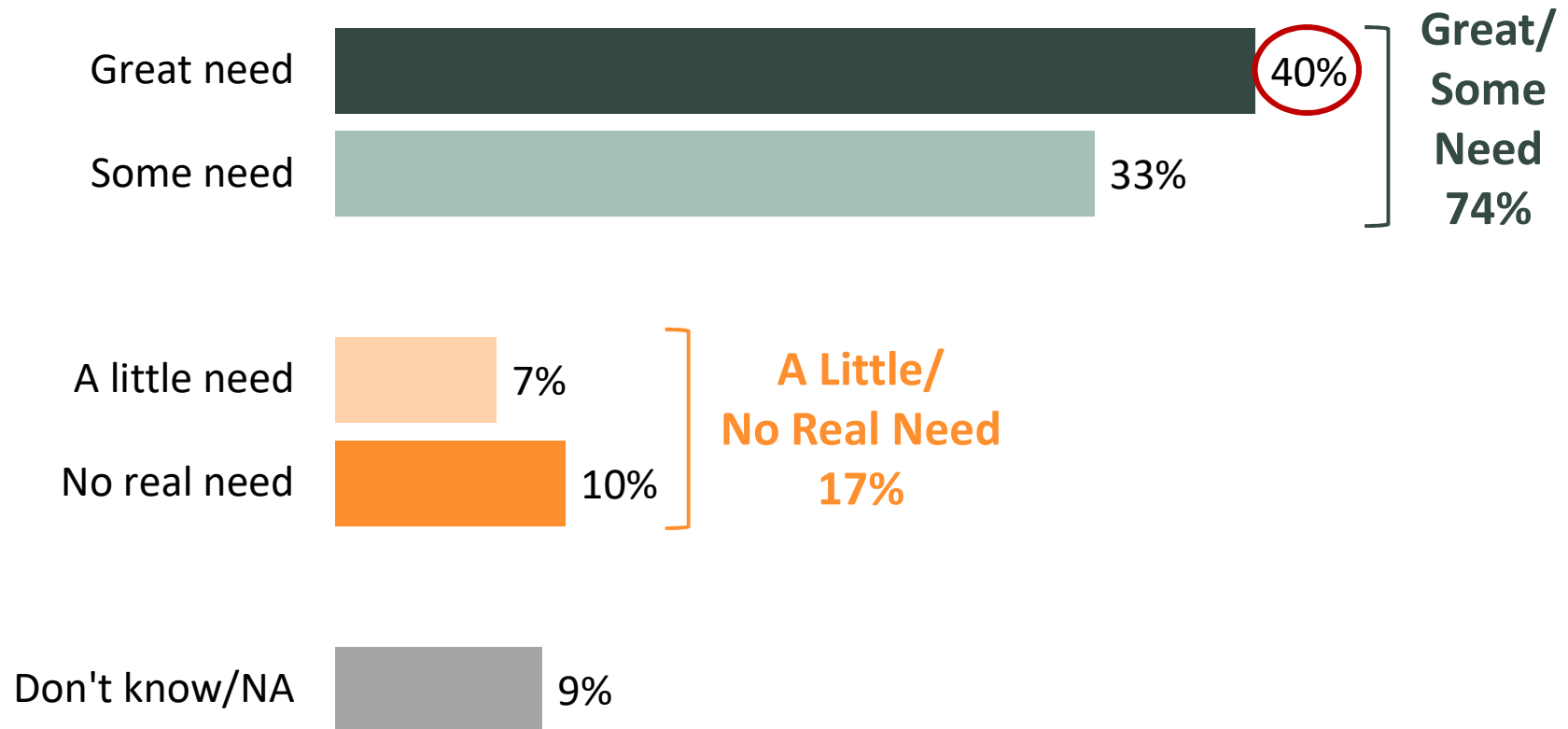


# Community Mood

# Overall, a majority of voters believe the City of Porterville is going in the right direction, as observed in 2005.



# Nearly three-fourths of all voters believe the City of Porterville has a need for additional funds, with forty percent stating that need is great.



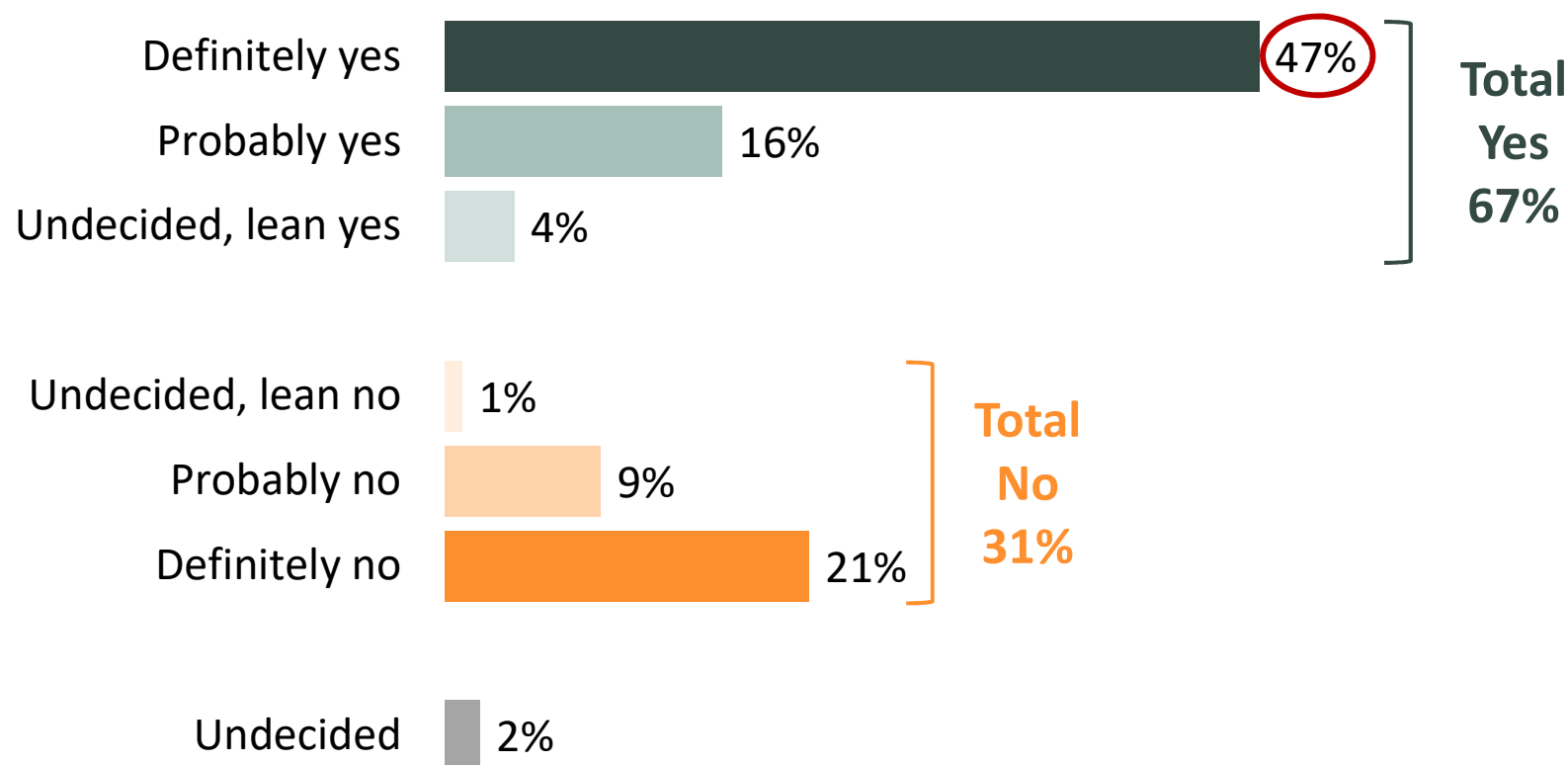


# **Conceptual Local Funding Measure**

# **CITY OF PORTERVILLE PUBLIC SAFETY AND ESSENTIAL CITY SERVICES MEASURE**

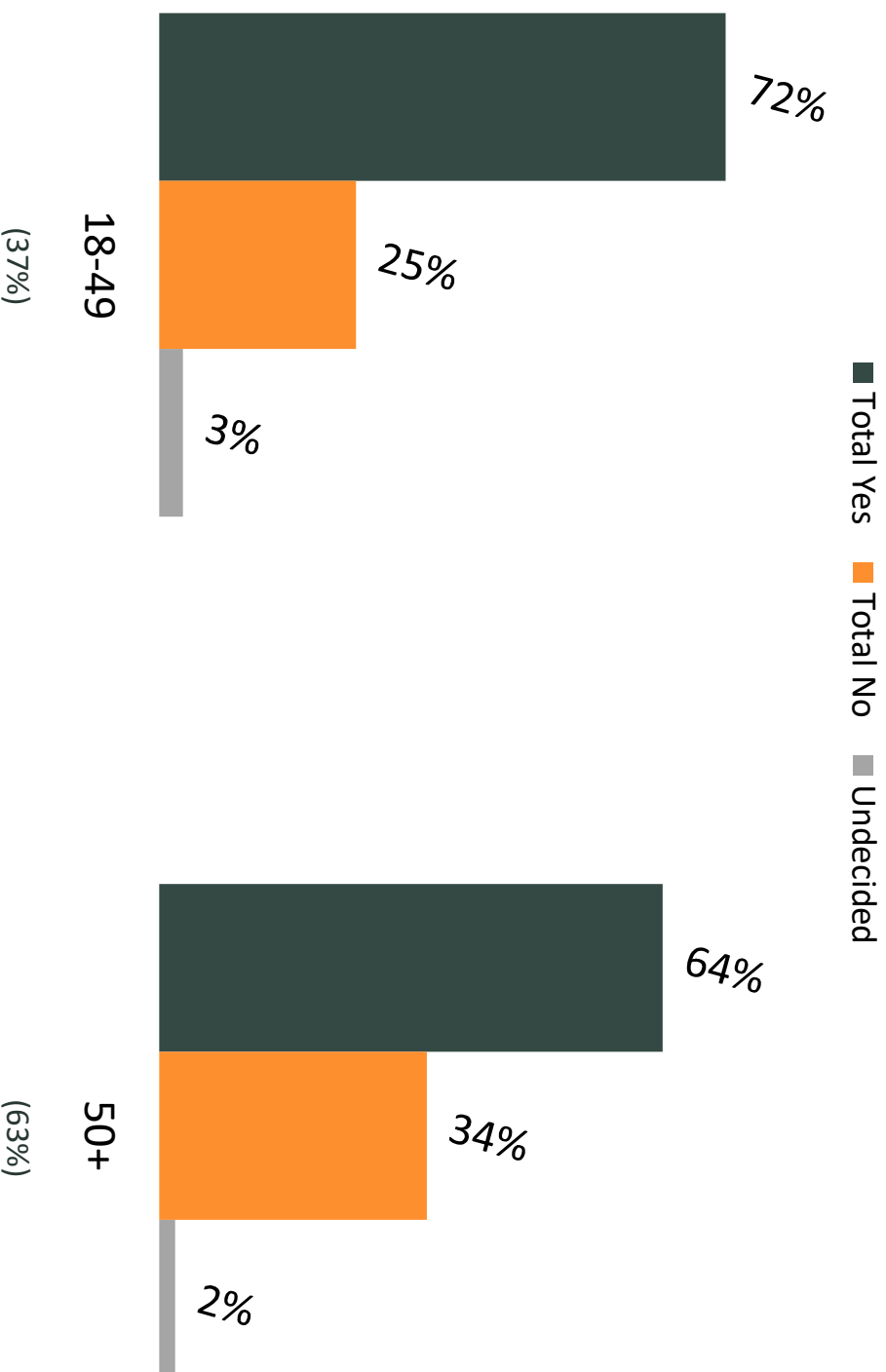
“Shall an ordinance be adopted to maintain and improve police, fire, and emergency response times; recruit and retain well-trained police officers; increase neighborhood and school police patrols; maintain anti-gang programs, youth and after school programs, senior services; maintain and repair streets; unrestricted general revenue purposes, by establishing a one-cent sales tax providing approximately \$6,000,000 annually until ended by voters; requiring independent audits, citizen’s oversight and all funds used for Porterville?”

## Two-thirds of respondents initially support the local revenue measure, with nearly a majority who would “definitely” vote to in favor of it.



# Under current law (requiring a simple majority passage), the measure carries across ages.

*Initial Vote by Age*



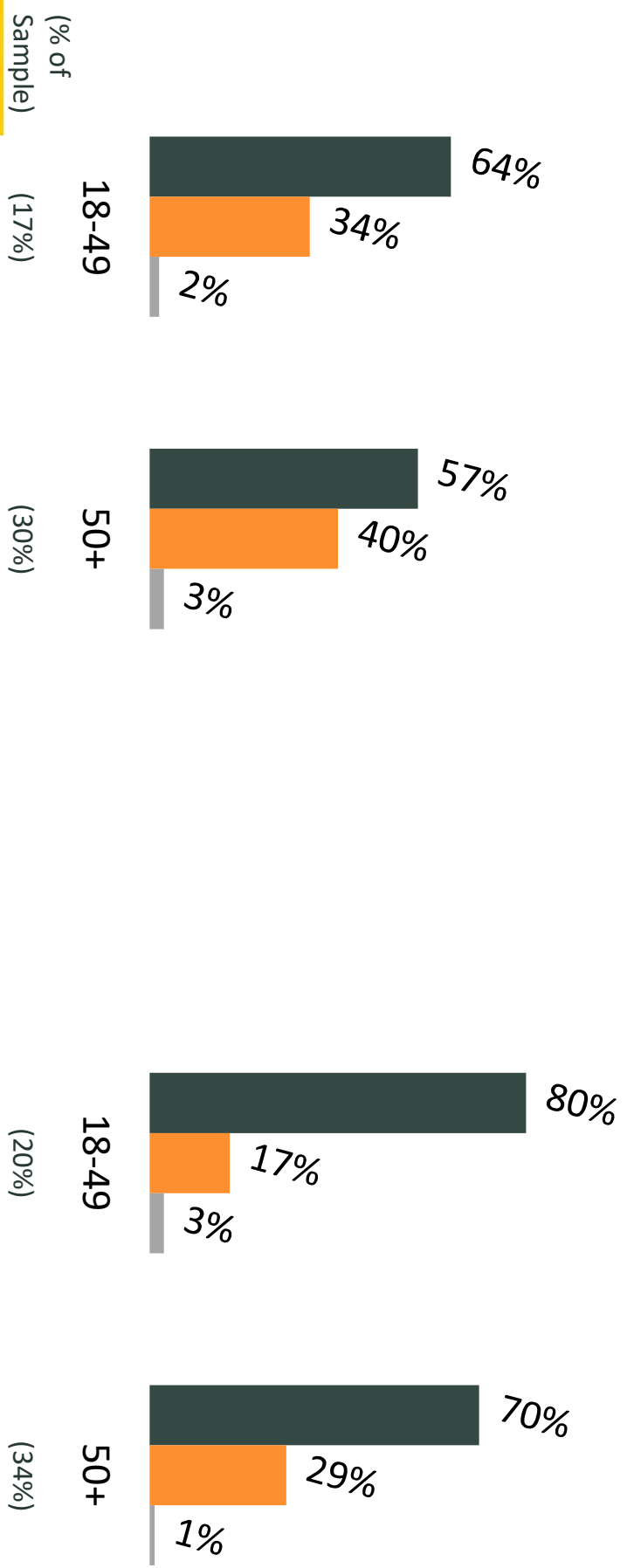
# The measure carries across gender.

Initial Vote by Gender by Age

■ Total Yes ■ Total No ■ Undecided

Men

Women



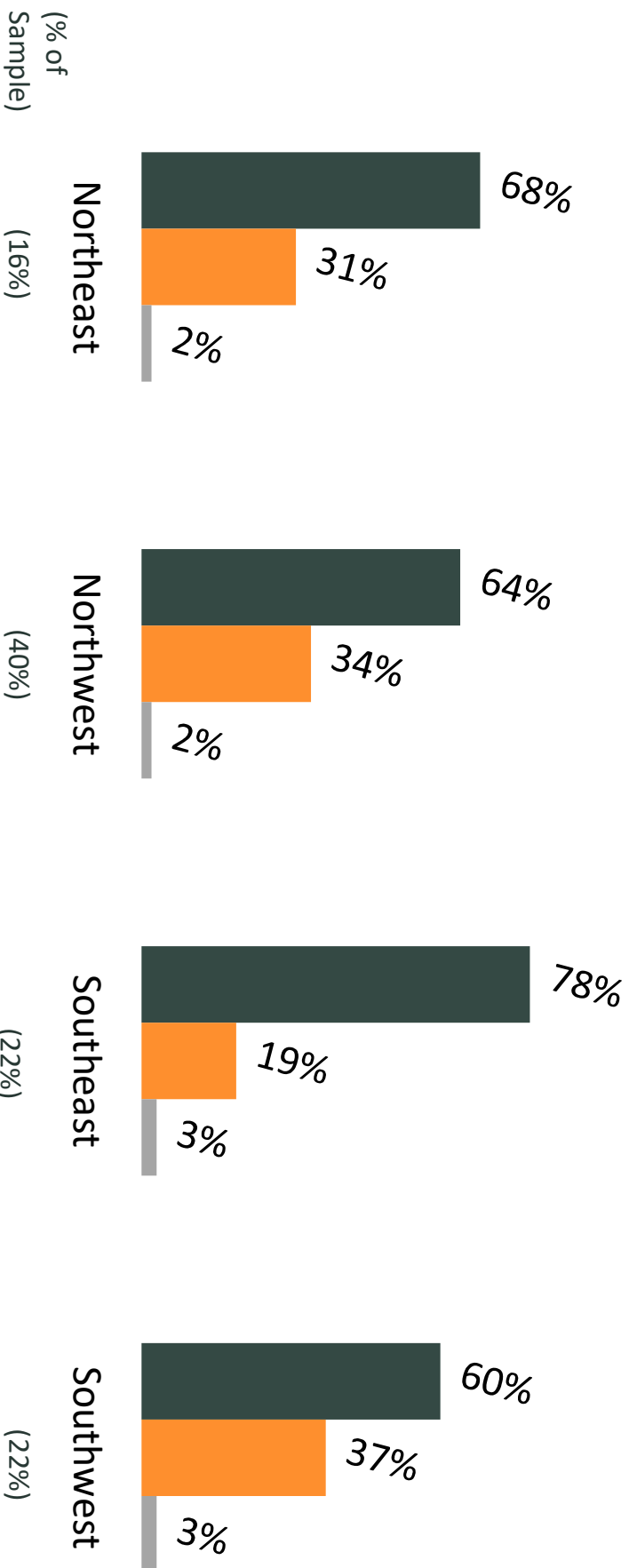


# The measure carries in all parts of the City.

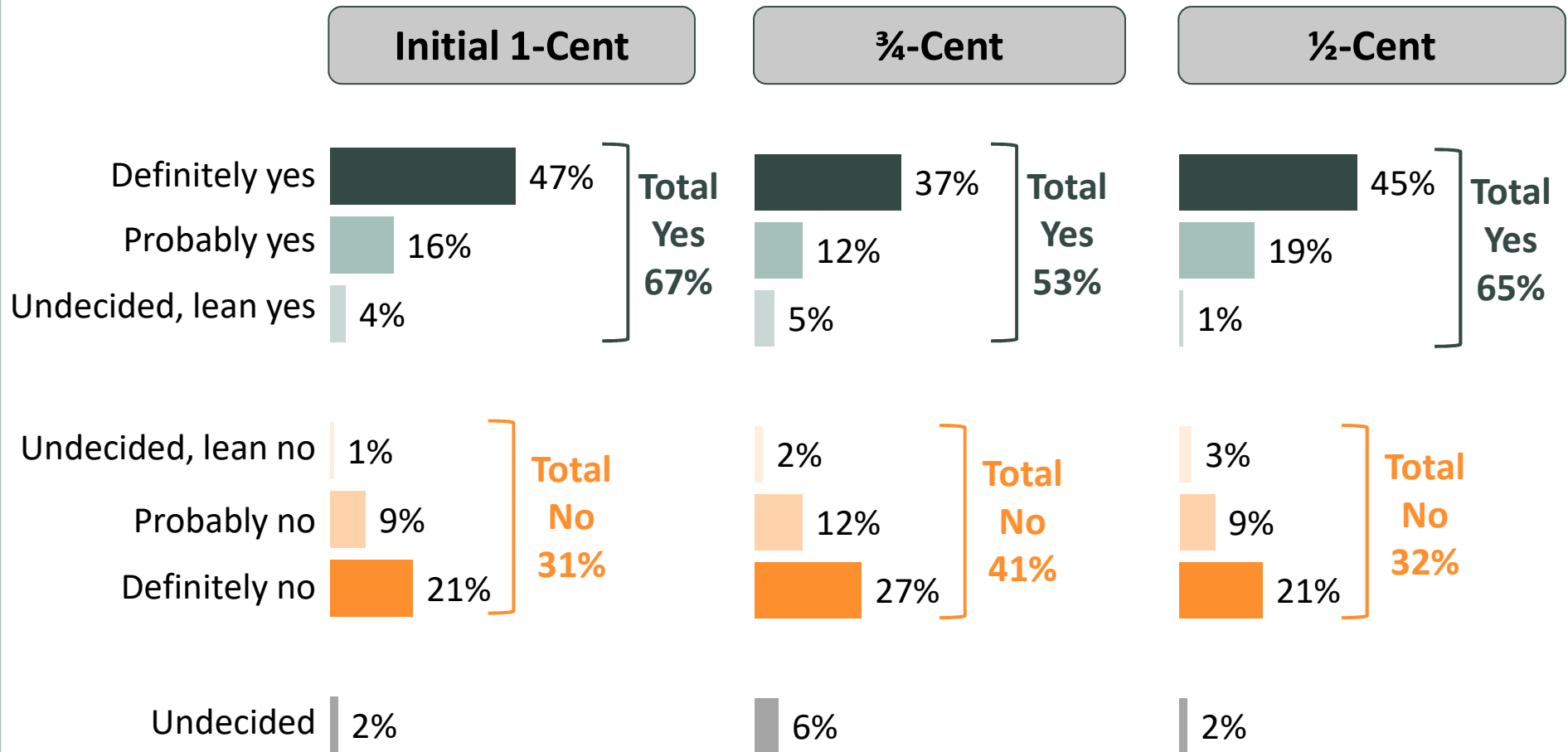
## *Initial Vote by Quadrant*

North/South of Morton Ave.  
East/West of Hwy 65

■ Total Yes ■ Total No ■ Undecided

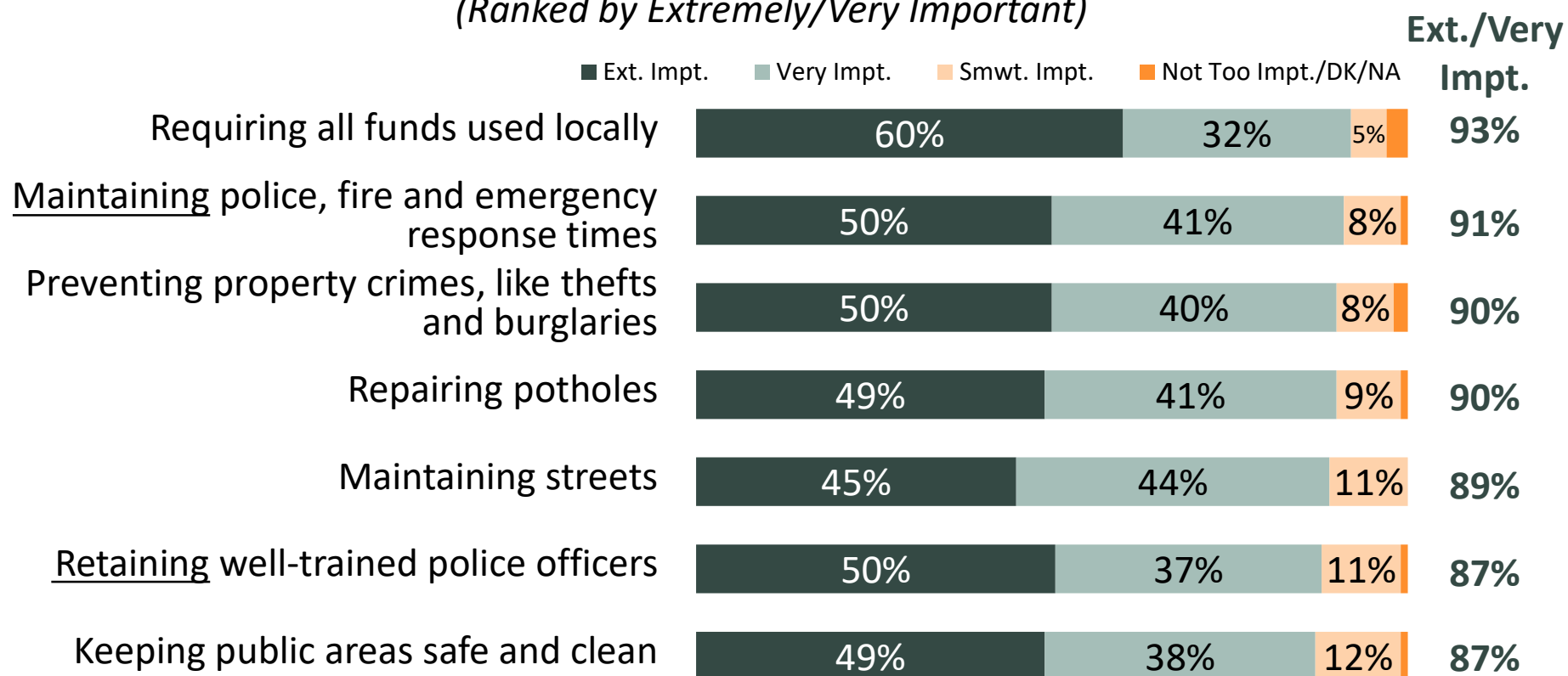


# Support for the measure is strongest when the tax rate is set at one cent.



# Requiring that all funds are used locally, maintaining police, fire, and emergency response times, and preventing property crimes were among the features and services prioritized by the public.

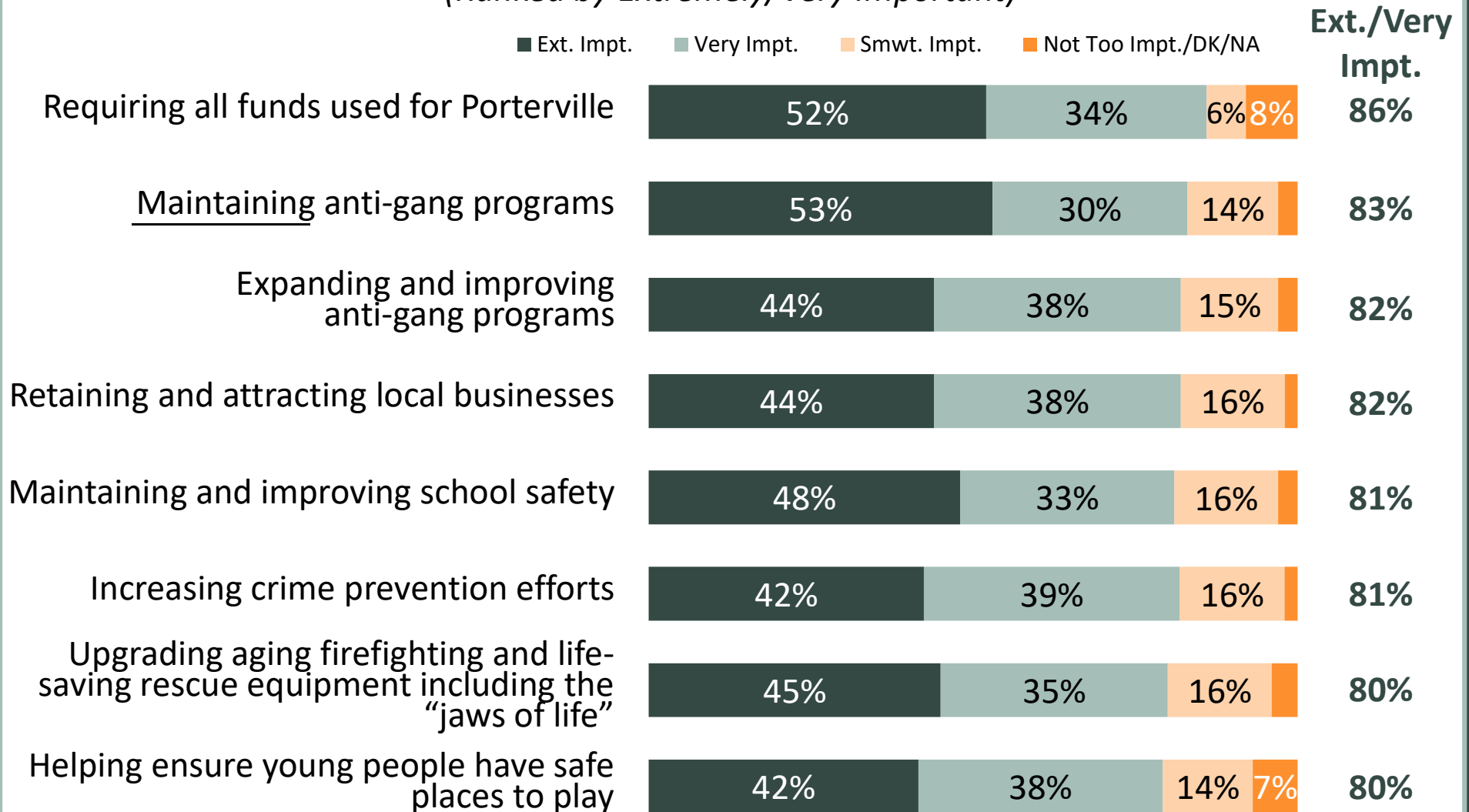
*(Ranked by Extremely/Very Important)*



# Community Priorities (Continued)

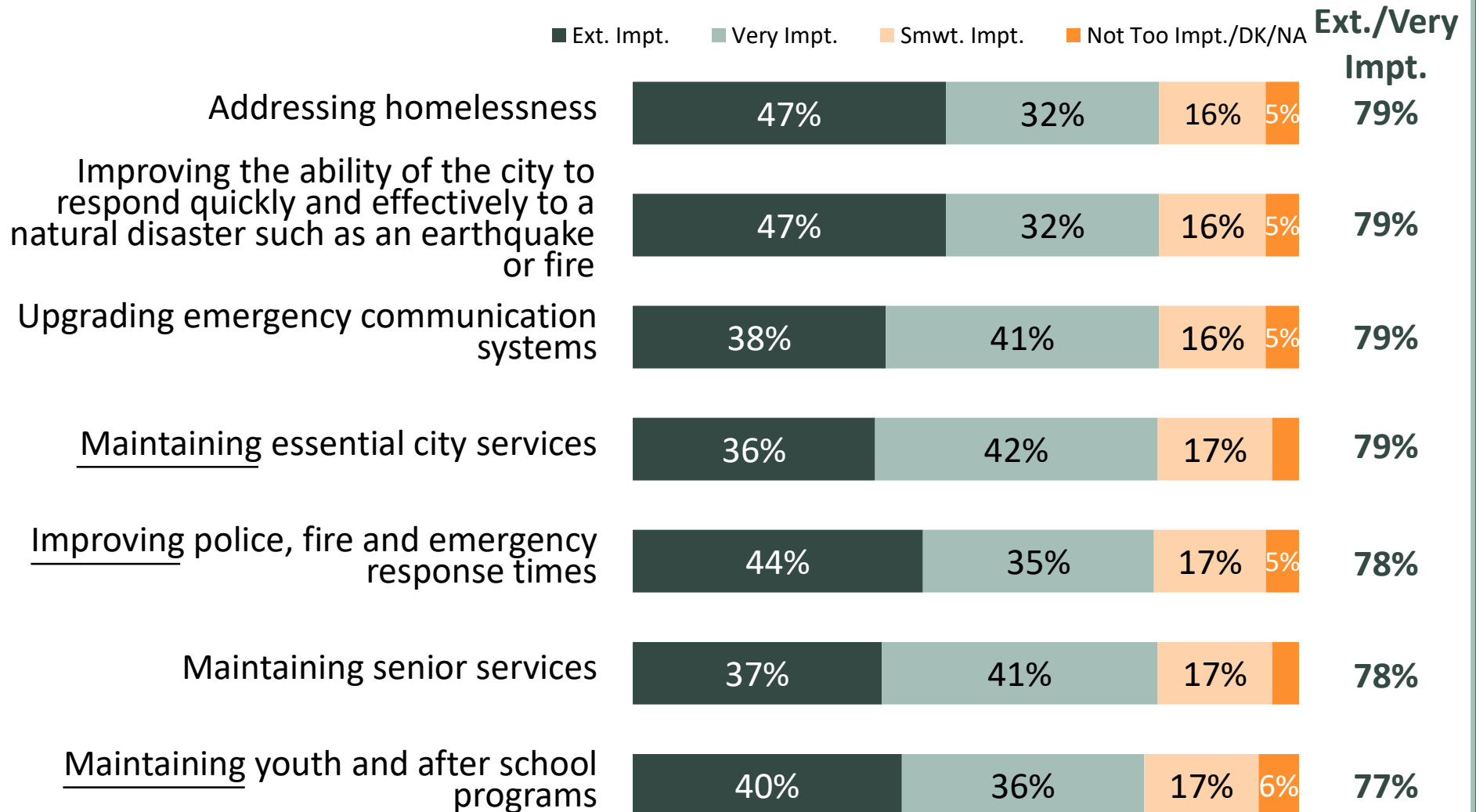
*(Ranked by Extremely/Very Important)*

■ Ext. Impt.   ■ Very Impt.   ■ Smwt. Impt.   ■ Not Too Impt./DK/NA



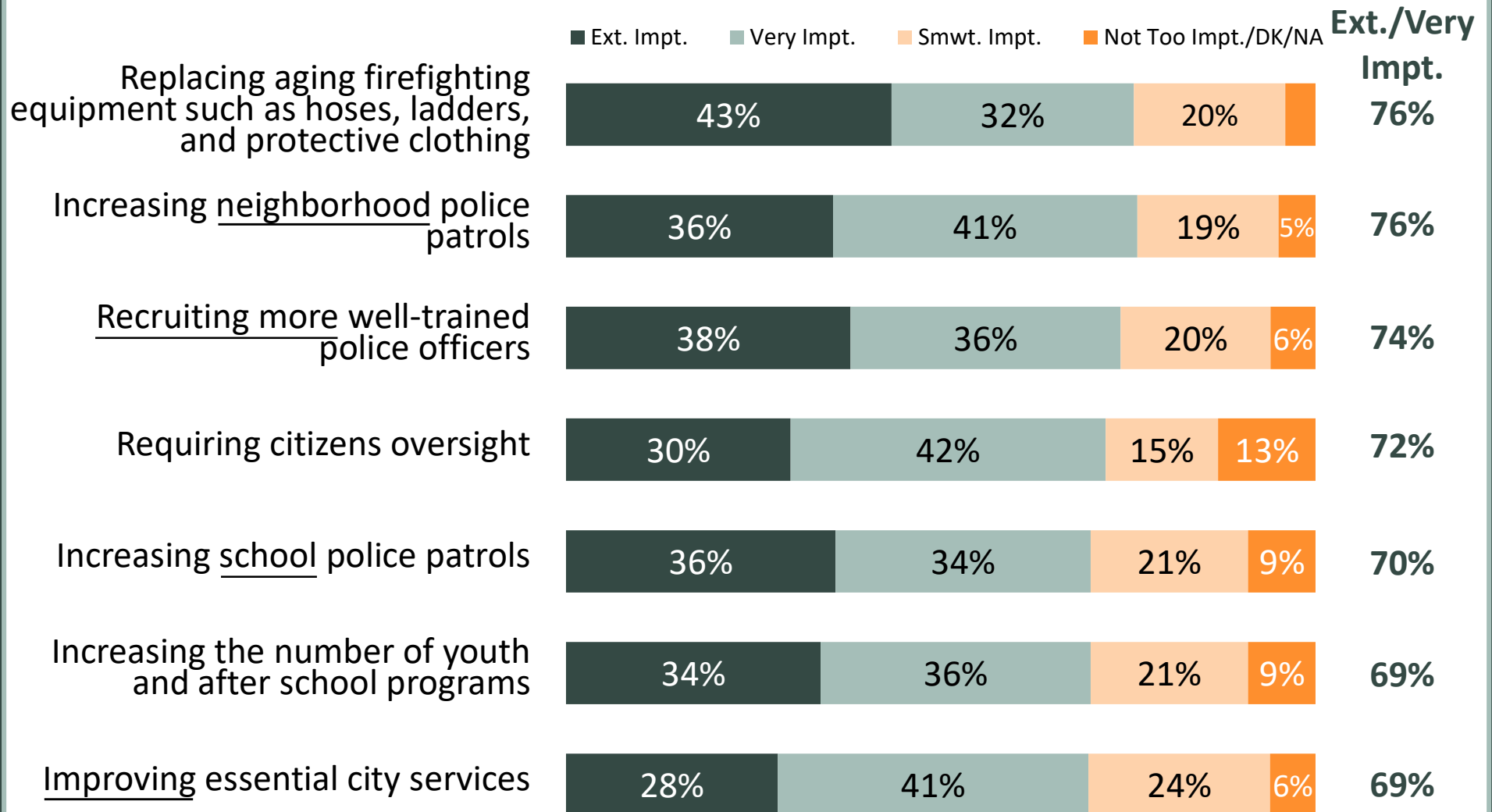
# Community Priorities (Continued)

*(Ranked by Extremely/Very Important)*



# Community Priorities (Continued)

*(Ranked by Extremely/Very Important)*

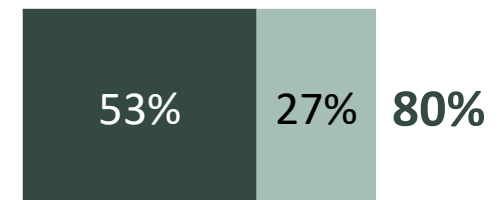




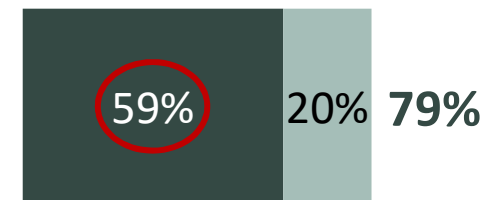
# **Information of Interest to the Public**

# The importance of maintaining emergency response times, the poor ratings of the City's streets, and maintaining the quality of life are among the information of most interest to the public.

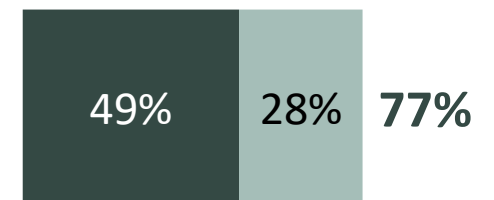
**(MAINTAIN RESPONSE TIMES)** Almost 60% of all 911 calls to the Porterville Fire Department require emergency medical attention. The American Heart Association says brain deterioration starts between 4 to 6 minutes after a person stops breathing. This measure will help achieve rapid response times from our City's firefighters and emergency medical workers who are the first to respond and save lives.



**(STREET RATINGS)** Almost 60% of Porterville streets are rated "poor," "very poor" or worse by independent pavement management engineers. It is about time we make these essential repairs before they get even worse.



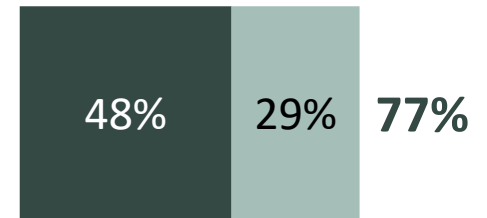
**(QUALITY OF LIFE)** Well-maintained streets, the quality of local parks, safe and clean public areas and neighborhoods, and rapid emergency response by police and fire departments are investments that strengthen our community, improve property values and make it a more desirable place to live, do business and raise a family.



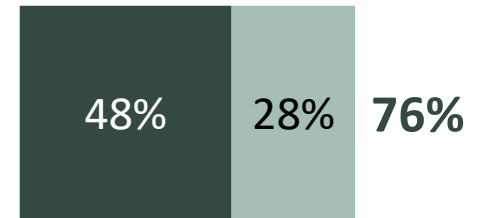


# Information of Interest to the Public (Continued)

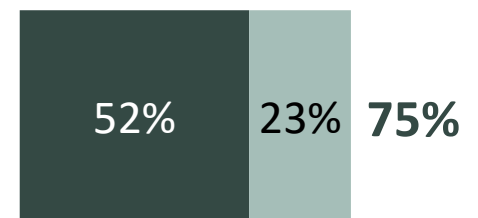
**(PD NOT GROWING)** Since 2008 Porterville's population has grown 15%, or about 8,000 people, and is expected to keep growing. Yet, over the same period, the police department has not added any more officers, resulting in less police to respond to the increased call volume. Porterville needs additional funds to hire more police officers and ensure they have the proper resources to keep our city safe.



**(YOUTH)** Passing this measure will maintain and increase City-funded after-school and job training programs, as well as gang prevention programs for at-risk youth. These programs offer more than fourteen thousand Porterville kids with safe and supervised activities that keep these children and youth off the streets, away from gangs and out of trouble.



**(KEEPING GANGS OUT)** There are about 200 gang members who live or frequent Porterville. Passing this measure will allow the City police department to better address gang violence, including drive-by shootings and assaults with a deadly weapon, and keep gang members and drug dealers from nearby communities out of our city.





# City of Porterville Community Issues Survey

Survey Conducted:  
May 6-13, 2018



OPINION  
RESEARCH  
& STRATEGY

**FIRST AMENDMENT TO THE AGREEMENT EFFECTIVE MARCH 15,  
2018 BETWEEN THE CITY OF PORTERVILLE AND THE LEW  
EDWARDS GROUP TO PROVIDE MEASURE PREPARATION AND  
COMMUNICATIONS SERVICE/S**

THIS FIRST AMENDMENT TO THE AGREEMENT ("First Amendment") dated July 1, 2018, is made effective this \_\_\_\_\_ day of July 2018, by and between the City of Porterville (hereinafter referred to as "City") and the Lew Edwards Group (hereinafter referred to as "LEG"). The parties agree as follows:

1. Effective Date of First Amendment. This First Amendment shall become effective upon execution of it by City and LEG (the "Effective Date").
2. Term. The term of this First Amendment shall commence upon mutual execution of it and will be completed by October 31, 2018.
3. Effect of First Amendment. Except to the extent modified by the terms of this First Amendment, the terms of the March 2018 Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this Amendment shall control.

**THE LEW EDWARDS GROUP**

**CITY OF PORTERVILLE**

**June 26, 2018**

**Date:**



Lloyd A. Edwards, Secretary-Treasurer

**LLOYD A. EDWARDS  
PO Box 21215  
Oakland, CA 94620**

**By: \_\_\_\_\_  
JOHN LOLLIS, City Manager  
291 North Main Street  
Porterville, CA 93257**

**EXHIBIT A**  
**Scope of Services and Compensation Schedule**

LEG shall provide professional services to the City including:

- Recommend and update preparation and project action plan/s and timeline/s.
- Develop text copy for informational materials.
- Recommend strategies to disseminate information, consistent with the City's practices
- Advise on additional communications avenues to disseminate its information, such as use of its website and other Internet and traditional approaches as appropriate.
- Provide press releases or other text copy for the Internet, traditional Earned Media and/or Social Media.
- Work with the City to provide clarifying or correct information to the public on a rapid response basis as needed. (Consultant does not function as a spokesperson for the City)
- Provide ongoing advice as needed, including added value to the development of staff reports and other materials.

The project term of these services shall be for a four (4) month period, commencing effective July 1, 2018 through October 31, 2018.

Schedule of Compensation

Not to Exceed Twenty-four Thousand Dollars (\$24,000) shall be payable by City to LEG for professional services in Four (4) payments of Six Thousand Dollars (\$6,000.00) per payment due and payable by close of business commencing July 31, 2018 and ending October 31, 2018.

Any other project-related costs desired by City (graphic design, postage, printing) are in addition to Consultant professional services provided for in this Agreement and shall be incurred directly by City in addition to sums owing under this Agreement.



## CITY COUNCIL AGENDA – AUGUST 7, 2018

**SUBJECT:** Second Reading - Ordinance No. 1848 - Nuisances Related to Shopping Carts

**SOURCE:** Administrative Services

**COMMENT:** Ordinance No. 1848, An Ordinance of the City Council of the City of Porterville Adding Article X to Chapter 18 of the Porterville Municipal Code Regarding Nuisances Related to Shopping Carts, was given first reading on July 17, 2018, and has been printed.

**RECOMMENDATION:** That the Council give Second Reading to Ordinance No. 1848, waive further reading, and adopt said Ordinance.

**ATTACHMENTS:** 1. Ordinance No. 1848

**Appropriated/Funded:**

**Review By:**

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

## **ORDINANCE NO. 1848**

### **AN ORDINANCE OF THE COUNCIL OF THE CITY OF PORTERVILLE ADDING ARTICLE X TO CHAPTER 18 OF THE PORTERVILLE MUNICIPAL CODE REGARDING NUISANCES RELATED TO SHOPPING CARTS**

WHEREAS: The City of Porterville has seen a significant increase in recent years in the use of shopping carts outside of the premises of the business that they serve; and

WHEREAS: Such carts have resulted in increased littering, have been dumped in the various water channels throughout the community, and have been the subject of multiple fires; and

WHEREAS: Such littering and fire activities are found to be a nuisance to the people of Porterville; and

WHEREAS: On July 5, 2018, the Environmental Coordinator made a preliminary determination that the project has no potential to result in an environmental impact and is therefore not subject to review under the California Environmental Quality Act; and

WHEREAS: On July 17, 2018, the City Council held a public hearing to consider adding Article X to Chapter 18 of the Porterville Municipal Code to regulate the place and manner of use of shopping carts, and all comments received were duly considered.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt an ordinance adding Article X to Chapter 18 of the Porterville Municipal Code as it relates to reduction of nuisance and blight related to shopping carts, and prohibiting the removal of shopping carts from the premises of the business that they serve, as follows:

#### **18-100 Findings and purpose.**

The City Council finds that abandoned shopping carts on public and private property create conditions that are unsightly, interfere with pedestrian and vehicular traffic, accumulate over time on public and private property, promote blight, resulting in reduction of property values and deterioration of neighborhoods, are detrimental to the public health, safety and welfare, and constitute a public nuisance. This chapter is intended to ensure that measures are taken to prevent the removal of the shopping carts from the owner's premises and facilitate the retrieval of abandoned shopping carts in a manner consistent with state law.

#### **18-101 Definitions.**

"Abandoned cart" shall mean any cart that has been removed, without the written consent of the owner, from the owner's business premises or parking area of the retail establishment on which the cart owner's business premises are located, is located on either public or private property, and is no longer in the possession or under the physical control of the person who removed the cart. A cart abandoned by a person, other than the owner, shall not constitute a relinquishment of ownership of the cart by the owner.

"Business premises" means the interior of a cart owner's commercial establishment, adjacent walkways, any loading area, and parking areas, as defined herein. The owner's business premises may include a multi-store shopping center with shared areas of parking and public access. The entire area owned, rented, leased or utilized by a business establishment that provides shopping carts for customer use, including parking areas.

"Cart". A basket or platform which is mounted on wheels or a similar device generally used in a business establishment by a customer for the purpose of transporting goods of any kind or used in a coin-operated laundry or dry-cleaning retail establishment by a customer or an attendant for the purpose of transporting fabrics and the supplies necessary to process them. This includes, but is not limited to, laundry, grocery or shopping carts.

"Cart identification sign" means a sign or engraved surface which is permanently affixed to a shopping cart containing all of the information specified in Section 22435.1 of the California Business and Professions Code.

"Cart owner" means the owner or operator of a commercial establishment which provides carts for use by its customers for the purpose of transporting goods of any kind. Any person, business establishment or entity that owns, possesses or has the power to make a shopping cart available to customers. For the purpose of this chapter, OWNER includes, but is not limited to, the store owner, manager, on-site manager, on-duty manager or other designated agent of a business establishment providing shopping carts for customer use.

"Cart removal warning" means a placard, sign or painted text which meets the requirements specified in Section 18-106.

"Cart retrieval service" means a third party commercial service in the business of retrieving and returning shopping carts.

"Director" The City Manager or his or her designee.

"Enforcement Officer" means any officer or employee of the city designated with the authority to enforce the applicable provisions of the Porterville City Code.

"Individual cart identification number" means a number unique to each cart owned or provided by a cart owner.

"On-site cart containment program" means one or more of the following measures:

1. Disabling devices on all shopping carts which prevent them from being removed from the business premises by locking the wheels or otherwise preventing the movement of the carts.
2. An on-site security guard to deter customers who attempt to remove carts from the business premises.
3. Bollards and chains around the business premises to prevent cart removal, if permitted by the applicable zoning and the site plan, and if approved by the fire marshal.

4. Obtaining a security deposit from customers for the on-site use of shopping carts.
5. The rental or sale of carts that can be temporarily or permanently used for the transport of goods.
6. Any other measure approved by Community Development as a means to contain carts on the premises.

"Parking area" means a parking lot or other property provided by a commercial establishment for use by a customer for parking an automobile or other vehicle. In a multi-store complex or shopping center, "parking area" includes the entire parking area used by or controlled by the complex or center.

"Physical containment system" means one of the following, as approved by the Director of Community Development:

1. Disabling devices on all shopping carts which prevent them from being removed from the business premises by locking the wheels or otherwise preventing the movement of the carts.
2. Any other system of equipment approved by the Community Development Director or designee which physically contains shopping carts on the premises.

"Shopping cart" or "cart" means a basket which is mounted on wheels or a similar device provided by the operator of a commercial establishment for the use of customers for the purpose of transporting goods of any kind. A cart sold by a commercial establishment to a retail customer for that customer's personal use is not a shopping cart for the purposes of this chapter.

"Shopping cart or Laundry cart retrieval business" To search for, gather and restore possession to the owner, or an agent thereof, for compensation or in expectation of compensation, of shopping carts or laundry carts located outside the premises or parking area of a retail establishment.

"Person" Any person, corporation, partnership, association, joint-stock company, limited liability company, limited liability partnership and other entity capable of being sued.

"Street" Any street, avenue, road, alley, lane, highway, boulevard, concourse, driveway, culvert, crosswalk, sidewalk, park, parking lot, parking area and place used by the general public.

**18-102 Enforcement authority and remedies.**

- (A) This chapter shall be administered and enforced by the Director with the assistance of the Police Chief, Fire Chief and their designated agents and Code Enforcement Officers. The Director is hereby authorized and directed to promulgate and implement rules, regulations and procedures necessary or appropriate for the enforcement of this chapter. The Director, Police Chief, Fire Chief and their designated agents and code enforcement officers are authorized as follows:



- (1) To enter upon and inspect any public and private property or premises to ascertain whether the provisions of this chapter or applicable state laws are being obeyed. As used herein, PUBLIC PROPERTY includes the outdoor common area of any building, business premises, apartment building or complex or other premises or portion thereof which is adjacent to public property, open to the public and which contains a shopping cart or shopping carts visible at street or ground level from the adjacent public property. All inspections, entries and examinations shall be done in a reasonable manner. If an owner, tenant, occupant or agent or other responsible party refuses to grant the city permission to enter or inspect, the city may seek an inspection warrant pursuant to the procedures provided for in the California Code of Civil Procedure. Nothing contained in this section shall be deemed a limitation upon the Director to enter private property pursuant to permission from the owner or occupant thereof or pursuant to a duly issued inspection warrant or other court order;
  - (2) To examine a shopping cart or parts thereof, or to obtain information as to the identity of the owner of any shopping cart, or to retrieve shopping carts in accordance with the provisions of this chapter;
  - (3) To determine whether a violation of this chapter exists and to take appropriate action to gain compliance with the provisions of this chapter and applicable state laws; and
  - (4) To issue administrative citations and to impose civil penalties for any violation of this chapter.
- (B) The Police Chief, city police officers and designated city employees, who shall be designated by a separate resolution pursuant to the provisions of Cal. Penal Code § 836.5, shall have the authority to issue criminal citations for violations of this chapter. The City Attorney and the District Attorney shall have the authority to file criminal complaints to enforce this chapter.
- (C) In addition to the above listed authority, the city may exercise the following remedies:
- (1) Pursuant to Business and Professions Code Section 22435.7, any owner that fails to retrieve its abandoned cart(s) within three (3) business days after receiving notice from the city, shall pay the city's administrative costs for retrieving the cart(s) and providing the notification to the owner. Any owner who fails to retrieve abandoned carts in accordance with this chapter in excess of three (3) times during a specified six (6)-month period shall be subject to a fifty dollar (\$50) fine for each occurrence. An occurrence includes all carts owned by the owner that impounded by the city a one (1)-day period.
  - (2) If a cart is not retrieved by its owner within thirty (30) days after the owner has received notice of the cart being impounded, including a failure to pay costs and fines, or if the cart's owner cannot be determined, the cart will be sold, destroyed or otherwise disposed of as the city sees fit.
  - (3) Following the city having retrieved more than ten (10) carts in any thirty (30)-day period or the issuance of more than ten (10) administrative citations in any twelve (12)-month period, the Director of Community Development may require the owner to install a physical containment system.
  - (4) Violations by any person of 18-103 may be enforced through any of the penalties for municipal code violations specified in Porterville City Code 1-9.

**18-103 Prohibition against removing, possessing and altering carts.**

It is unlawful for any person except the owner of a cart or the owner's agent to do any of the following acts:

- (A) No person shall be deemed to be authorized to remove a cart with cart identification from the business premises unless he or she possesses written authorization from the cart owner. Removal authorization shall be valid for a period not to exceed twelve (12) hours. The authorization shall include: the date and time of removal, the name, address, and phone number of the store where the cart was removed, as well as the name, title and signature of the person authorizing the removal. This section shall not apply to the possession of a shopping cart removed from the business premises at the direction of the cart owner for the purposes of repair, maintenance, or when found in the possession of a cart retrieval service returning it to the cart owner.
- (B) To be in possession of any cart while that cart is not located on the premises or parking lot of the owner of the cart without the express written consent of the owner. Written permission to remove a shopping cart shall be valid for a period not to exceed 12 consecutive hours;
- (C) It shall be unlawful for a person to possess a shopping cart with a cart identification sign on sidewalks, streets, trails, other public property open to the public, or on private property open to public view, without written authorization from the cart owner, unless the person has written permission of the cart owner to repair or maintain the cart, is a cart retrieval service in the process of returning an empty cart to the cart owner, or is moving the cart so it can be picked up by a cart retrieval service.
- (D) To be in possession of any shopping cart with serial numbers removed, obliterated or altered; or
- (E) To alter, convert or tamper with a cart, or to remove any part or portion thereof or to remove, obliterate or alter serial numbers or the cart identification sign on a cart.

**18-104 Prohibition against abandoning carts.**

It is unlawful for any person to leave, abandon or store any cart upon any sidewalk, street or other public place, or upon private property exposed to public view, at a location other than the premises of the owner.

**18-105 Impoundment of abandoned carts.**

- (A) The City of Porterville hereby adopts California Business and Professions Code Section 22435 in reference to the impoundment of abandoned carts. Pursuant to the provisions of the Business and Professions Code, a cart that has a sign affixed to it in accordance with Cal. Business and Professions Code Section 22435.1 may be impounded by the city provided both of the following conditions have been satisfied:
  - (1) The shopping cart is located outside the premises or parking area of a retail establishment. The parking area of a retail establishment located in a multi-store complex or shopping center shall include the entire parking area used by the complex or center.
  - (2) Except as provided in division (G) above, the shopping cart is not retrieved within three business days from the date the owner of the shopping cart, or his or her

agent, receives actual notice from the city of the shopping cart's discovery and location.

- (B) In instances where the location of a shopping cart will impede emergency services, the city is authorized to immediately retrieve the shopping cart from public or private property.
- (C) When the city impounds a shopping cart under the authority provided in divisions (A) and (B) above, the city is authorized to recover its actual costs for providing this service.
- (D) Any shopping cart that is impounded by the city pursuant to divisions (A) and (B) above shall be held at a location that is both:
  - (1) Reasonably convenient to the owner of the shopping cart; and
  - (2) Open for business at least six hours of each business day.
- (E) The city shall fine the owner of a shopping cart in an amount as set by the Porterville City Council for each occurrence in excess of three during a specified six-month period for failure to retrieve shopping carts in accordance with this section. An occurrence includes all shopping carts impounded in accordance with this section in a one-day period.
- (F) The city may sell or otherwise dispose of any shopping cart not reclaimed from the city within 30 days of receipt of a notice of violation by the owner of the shopping cart.
- (G) Notwithstanding division (A)(2) of this section, the city may impound a shopping cart that otherwise meets the criteria set forth in division (A)(1) without complying with the three-day advance notice requirement provided that all of the following occur:
  - (1) The owner of the shopping cart, or his or her agent, is provided actual verbal or written notice within 24 hours following impound of the cart and that notice informs the owner, or his or her agent, as to the location where the shopping cart may be claimed.
  - (2) Any shopping cart so impounded shall be held at a location in compliance with division (D) of this section.
- (H) Any shopping cart reclaimed by the owner or his or her agent, within three business days following the date of actual notice as provided pursuant to division (G)(1) of this section, shall be released and surrendered to the owner or agent at no charge whatsoever, including the waiver of any impound and storage fees or fines that would otherwise be applicable pursuant to divisions (C) or (E) of this section. Any cart reclaimed within the three business day period shall not be deemed an occurrence for purposes of division (E) of this section.
- (I) Any shopping cart not reclaimed by the owner or his or her agent, within three business days following the date of actual notice as provided pursuant to division (G)(1) of this section, shall be subject to any applicable fee or fine imposed pursuant to divisions (C) or (E) of this section commencing on the fourth business day following the date of the notice.
- (J) Any shopping cart not reclaimed by the owner or his or her agent, within 30 days of receipt following the date of actual notice as provided pursuant to division (G)(1) of this section, may be sold or disposed of in accordance with division (F) of this section.

**18-106** Cart identification signs.

(A) Removal prevention and retrieval. Every owner who provides or intends to provide carts to be used by customers shall do the following:

- (1) Pursuant to Business and Professions Code Section 22435.1, each shopping cart owned or used within the City shall have permanently affixed to it and easily visible a cart identification sign or engraved surface which includes all of the following information: The name of the cart owner; the telephone number of the cart owner and/or commercial establishment to which the cart belongs; a valid toll-free phone number for cart retrieval; the procedure (if any) to be followed to obtain permission to remove the cart from the business premises; and a notice to the public that unauthorized removal of the cart from the business premises is a violation of state law and city ordinance.
- (2) In addition to the cart identification and cart removal notice required on each cart, the cart owner shall post a notice in substantially the following form prominently and conspicuously in the area where carts are stored for customer use. Post prominently and conspicuously at all public entrances and exits where there is frequent cart activity, a notice no smaller than 12 inches by 18 inches, or approved by the Director, in the following form:

“REMOVAL OF SHOPPING CARTS (OR LAUNDRY CARTS, IF APPLICABLE,) FROM THESE PREMISES IS PROHIBITED BY LAW (PMC § 18-103) AND WILL SUBJECT THE VIOLATOR TO A FINE OF UP TO \$1,000.00 OR SIX MONTHS IN JAIL OR BOTH THE FINE AND THE JAIL TERM.”

The notice required by this section shall be considered exempt from the Porterville City Code Chapter 21 Section 305.

- (B) It shall be the responsibility of each cart owner to comply with subsections A(1) and A(2) of this section, and to continuously maintain, or cause to be maintained all signs so that all of the required information is accurate and clearly legible
- (C) A cart without a sign attached, pursuant to division (A) of this section, shall bear some form of identification to establish ownership. Every business that utilizes shopping carts during normal operations within the City of Porterville shall provide the director with a valid, current telephone number of the owner or provider of the cart.
- (D) Carts provided by individual stores or retailers that are owned by or affiliated with the same company and share the same name (chain stores) shall bear some form of identification which identifies the specific store that the cart is assigned to.
- (E) A cart that does not have a sign attached as required by division (A) above or fails to provide information to the director as required in division (C) of this section is presumed to be abandoned if it has been left standing unattended on any public or private property other than the owner's or the owner's agent. The city may impound, sell or otherwise dispose of such a cart immediately upon discovery of the cart.

**18-107** Cart containment system required.

Every cart owner shall operate and maintain an on-site cart containment program as defined in Section 18-101. A cart owner may be exempted from this requirement if he or she

provides proof of contracting with a qualified cart retrieval service and submits information Community Development Director or designee which demonstrates to the satisfaction of the Director that the qualified cart retrieval service will: (i) actively locate shopping carts within the city limits of Porterville seven (7) days per week, eight (8) hours per day; and (ii) respond to complaints from the public in a manner which results in the retrieval of shopping carts within twenty-four (24) hours after receiving complaint(s).

**18-108 Retrieval services.**

- (A) Any person who engages in the business of shopping cart or laundry cart retrieval, as defined in this chapter, in the city shall have a city business license and shall retain records showing written authorization from the cart owner, or an agent thereof, to retrieve the cart or carts and to be in possession of the cart or carts retrieved, unless the person is an employee of the cart owner.
- (B) A copy of the record showing written authorization shall be maintained in each vehicle used for shopping cart or laundry cart retrieval.
- (C) Each vehicle employed for the retrieval of shopping carts or laundry carts shall display a sign that clearly identifies the retrieval service or the carts owner.
- (D) Any person who violates the provisions of this section is guilty of a misdemeanor and subject to punishment in accordance with Section 1-9 of this code.

**18-109 Penalty.**

Any person who violates any provision of this Code, or the California Business and Professions Code as referenced above shall be guilty of a misdemeanor and subject to punishment in accordance to Cal. Penal Code Section 19. Upon recommendation of the prosecuting attorney, the court may reduce the charged offense from a misdemeanor to an infraction, punishable under 1-9 of this code. An administrative fine may also be imposed as set forth in Chapter 2-144 of the Porterville City Code. Nothing in this chapter shall prevent the city from pursuing criminal, civil, administrative or any other legal remedy to address violations of this chapter.

**18-110 Prosecution for theft not precluded.**

The provisions of this chapter are not intended to preclude the application of any other laws relating to prosecution for theft.

**18-111 Severability.**

If any provision, clause, sentence or division of this chapter or the application thereof to any person or circumstance shall be held invalid, the invalidity shall not affect the other provisions or application of the provisions of this chapter which can be given effect without the invalid provisions or application and, to this end, the provisions of this chapter are declared to be severable.

SECTION 2: This ordinance shall be in full force and effect thirty days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 7th day of August, 2018.

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

ATTEST:  
John D. Lollis, City Clerk

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