



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 21, 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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Management and Confidential Series; Porterville City Employees Association; Public Safety Support Unit; and all Unrepresented Management Employees.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Lola Blount. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Juan Hernandez. Agency claimed against: City of Porterville.
- 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: Claimant: Regina Rodriguez. 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)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Vice Mayor Brian Ward

Invocation

PRESENTATIONS

Employee of the Month - Adelino Espejo

AB 1234 REPORTS

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

1. Tulare County Economic Development Corp. (TCEDC) - August 10, 2018
3. Tulare County Task Force on Homelessness - August 15, 2018
2. Tulare County Water Commission - August 13, 2018
4. SJVAPCD Governing Board - August 16, 2018
5. Tulare County Association of Governments (TCAG) - August 20, 2018

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - Summer Hiatus
 2. Library & Literacy Commission - August 14, 2018
 3. Arts Commission - July 25, 2018
 4. Animal Control Commission - August 20, 2018
 5. Youth Commission
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase III Status update

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of May 8, 2018**
Re: Considering approval of the draft minutes of May 8, 2018.

2. **Plano Water Replacement Project and Concrete Curb Ramp Project Budget Augmentation**
Re: Considering approval of the augmentation of the projects' authorized funds by \$250,000.00 from Local Transportation Funds.
3. **Authorization to Advertise for Bids - 155, 165 and 185 North D Street Asbestos and other Hazardous Materials Abatement Project**
Re: Considering approval of staff's Plans and Project Manual for the project consisting of required abatement of existing asbestos materials, mercury lighting, other components requiring specific abatement protocol mandated by state regulations, and demolition of certain aspects of the structure located at 155, 165, and 185 North D Street.
4. **Request to Award Contract for GIS Assistance**
Re: Considering award of contract in the amount of \$14,000 to Esri of Redlands, CA, for configuration of the City's ArcGIS Online account.
5. **Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers**
Re: Considering approval of a Joint Funding Agreement with Porterville Unified School District and Burton School District for two School Resource Officers for the 2018/2019 school year.
6. **Program Supplement to the Local Agency-State Master Agreement – Rails to Trails Corridor Crosswalk Warning Lights Installation Project**
Re: Considering adoption of a resolution approving the execution of Program Supplement Agreement Number R70 for the Rails to Trails Corridor Crosswalk Warning Lights installation project.
7. **Amendment of Dee Jaspar and Associates Water Well Design and Inspection Service Agreement for Well #37**
Re: Considering authorization to execute an Amendment to Dee Jaspar & Associates Service Agreement at an agreed fee of \$157,584 for services pertaining to an additional municipal water well located within the southeast corner of Summit Estates Two Subdivision.
8. **Establishment of Limited Term Clerical I Position Within the Parks and Leisure Services Department**
Re: Considering approval of a Limited Term Clerical Assistant I for the Parks and Leisure Services Department.

9. **Approval of Reorganization within the Community Development Department**
Re: Considering approval of reorganization within the Community Development Department.
10. **Approval for Community Civic Event - Fil-Amer Association of California, Inc. - Filipino Weekend Cultural Celebration - September 29, 2018**
Re: Considering approval of an event to take place at Veteran's Park on Saturday, September 29, 2018, from 6:00 a.m. to 10:00 p.m.
11. **City of Porterville Conflict of Interest Code - Biennial Report and Proposed Amendment**
Re: Considering acceptance of Conflicts and Disclosure Monitor Agency's 2018 Biennial Report and proposed amendments to the list of designated employees.
12. **Request for Proclamation - Library Card Sign-Up Month - September 2018**
Re: Considering approval of a request to proclaim September 2018 as "Library Card Sign-Up Month."
13. **Request for Proclamation - Constitution Week - September 17-23, 2018**
Re: Considering approval of a request to proclaim September 17-23, 2018, as "Constitution Week."
14. **Request for Proclamation - Adult Literacy Awareness Month - September 2018**
Re: Considering approval of a request to proclaim September 2018 as "Adult Literacy Awareness Month."
15. **Assignment of Airport Lease - Lot 34B**
Re: Considering approval of the Assignment of the Airport Lease for Lot 34B between the City of Porterville and Donald E. Cornforth, M.D., to Orville Allen Ennis and Susan Eva Ennis, Trustees of The Ennis Revocable Trust dated July 8, 2005.
16. **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

17. **Formation of the Sewer Utility District Area 456 A, B, C & E Henderson Avenue**
Re: A Public Hearing and collection of ballots for the formation of the Sewer Utility District Area 456 A, B, C & E Henderson Avenue.

SCHEDULED MATTERS

18. Consideration of District 2 City Council Member Appointment In-Lieu of Election

Re: Consideration of options pursuant to §10229 of the Elections Code as it pertains to the District 2 Council Member office.

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 September 4, 2018.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: 1. Water Conservation Phase III Status update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City has transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of June 1, 2018. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase III plan, the City has provided additional watering days, a two day per week watering schedule based on address. If an address ends with an "odd" number, the watering days are Tuesday and Saturday; if an address ends with an "even" number, the watering days are Wednesday and Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Thursday, or Friday. Watering of outdoor landscaping is prohibited during, and within 48 hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of July 2018 show that a total of 127 Notice of Violations were issued for water wasting, and 31 Administrative Citations were issued.

Water production for July 2018 shows a 4% decrease from the 5-year average. The production for the month of July 2018 was 415 million gallons, which when compared to the production for the month of July 2013 of 533 million gallons, equates to a 22.1% reduction. Residential consumption for July 2018 was 155.8 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect July 2015 through July 2018. Porterville's cumulative total production

conservation through June 2018 is 23.9%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect July 2015 through July 2018. Porterville's cumulative total GPCD conservation through July 2018 is 25.7%.

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

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations, will require agency reporting to continue monitoring the performance of urban water conservation, with a preparedness to return back to a conservation standard if necessary.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Drought Response Phase III Flyer
2. Monthly Production Status July 2018
3. Monthly Production Status GPCD July 2018

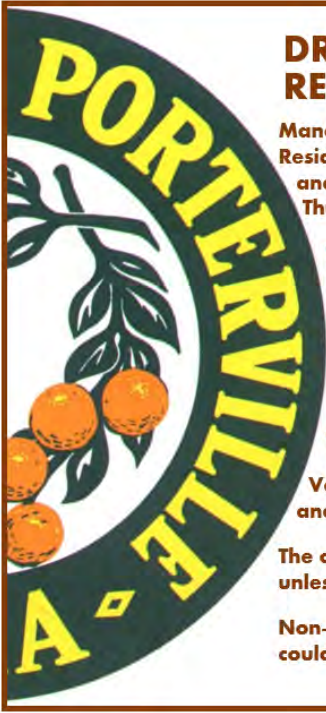
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase III

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed TWO days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and Fridays.

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

No watering outdoor landscapes during and within 48 hours after measurable rainfall.

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

Non-compliance with Phase III water conservation regulations could result in citations with fines up to \$500.

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

 Odd Address
  Even Address

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering days are Tuesday and Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering days are Wednesday and Sunday *only*.

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

Mandatory
Odd/Even Watering
Schedule

Excessive water
runoff prohibited

The washing of
sidewalks and driveways
is prohibited

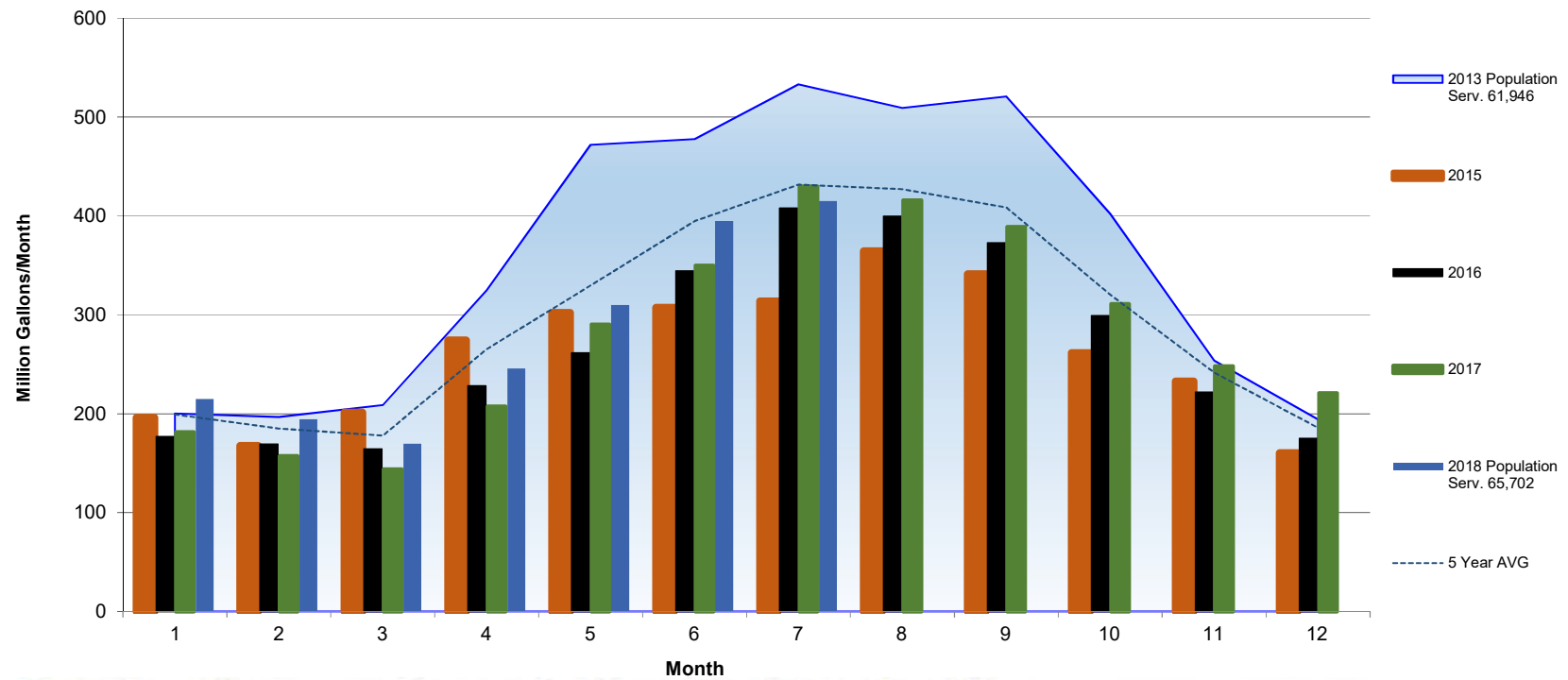
Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle

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

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

NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.

Monthly Production Status & Cumulative Total July 2015 Through July 2018 Production Comparison to 2013 & 5 Year Average

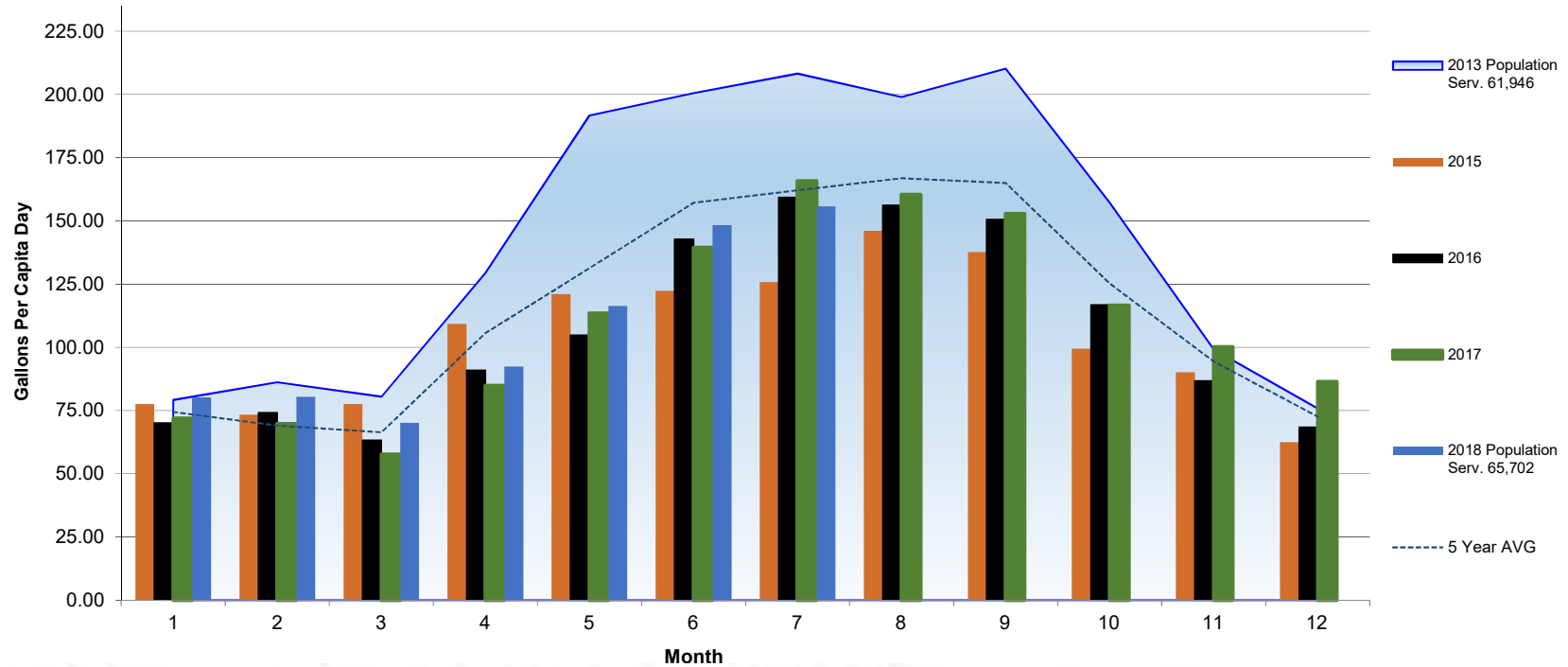


Production Cumulative Total 23.9%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	7%	-1%	-19%	-24%	-34%	-17%	-22%					

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25.7%

2015	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%					

Percent Comparison to 2013 Production



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: City Council Minutes of May 8, 2018

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of May 8, 2018, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of May 8, 2018.

ATTACHMENTS: 1. 2018-05-08 Minutes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

MINUTES
ADJOURNED CITY COUNCIL MEETING
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA 93257
and 1033 HILGARD AVENUE, #219, LOS ANGELES, CA 90024
PORTERVILLE, CALIFORNIA
MAY 8, 2018, 5:30 PM

Called to Order at 5:32 p.m.

Roll Call: Council Member Monte Reyes, Council Member Martha A. Flores, Council Member Cameron Hamilton, Vice Mayor Brian E. Ward (arrived late), Mayor Milt Stowe (participated via Facetime)

The Pledge of Allegiance was led by Council Member Martha A. Flores.

Invocation – a moment of silence was observed.

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

Council Member Reyes stated that he would be abstaining from Item No. 1 due to an economic interest pertaining to source of income.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Flores that the City Council approve Item No. 1.

AYES: Hamilton, Flores, Stowe

NOES: None

ABSTAIN: Reyes

ABSENT: Ward

1. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - KJUG SUMMER CONCERT - CENTENNIAL PARK - MAY 29, 2018

Recommendation: That the City Council:

1. Approve the Community Civic Event Application and Agreement from the Porterville Chamber of Commerce subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application;

2. Allow the use of the Centennial Plaza community room for the performers' green room and the Centennial Plaza patio for the VIP section;
3. Allow the principal sponsor to serve beer to the VIP section only

Documentation: M.O. 01-050818

Disposition: Approved.

SCHEDULED MATTERS

2. REQUEST FOR ROAD CLOSURE

Recommendation: That the City Council consider a road closure on Main Street from Olive Avenue to Morton Avenue on May 18, 2018, from 6:30 AM to 10:30 AM.

City Manager Lollis introduced the item, and Development Associate Jason Ridenour reported that the applicant had withdrew his request for street closure.

Documentation: None

Disposition: No action required.

3. CONSIDERATION OF PRIORITY PROJECTS FOR THE 2018-2019 FISCAL YEAR

Recommendation: That the City Council consider and provide direction in the establishment of Priority Projects for the upcoming 2018-2019 fiscal year.

City Manager Lollis introduced the item and began his presentation by speaking of priorities submitted by members of the Council, and speaking to the status of the current year's priority projects.

Mr. Lollis first spoke of major projects and street projects. During his presentation, Mr. Lollis addressed questions regarding the reconstruction of Main Street and Union Avenue. Discussion took place regarding the cost for improvements along Union Avenue, during which Vice Mayor Ward stated that the improvements should be paid for by the residents via a Proposition 218 assessment versus payment being triggered by \$19,000 in improvements being made to a property.

In response to questions posed by members of the Council, staff elaborated on bridge projects, environmental documents, potential funding for bicycle and pedestrian projects, and right of way acquisitions.

City Manager Lollis also broke down proposed street projects by district, and spoke to water, sewer and storm drain projects, public facilities projects, and Henry Street Park. There was brief discussion regarding the possible relocation of Leisure Services staff currently located at the

Heritage Center to the Stout building, and parking improvements at Henry Street. Mr. Lollis concluded by presenting the projected Fiscal Year 2017-2018 General Fund Budget and potential Special Purposes Fund projects, during which he addressed Administrative, Legal, and Parks & Leisure budgets.

At City Manager Lollis' request, Acting Public Works Director Mike Reed presented slides regarding the Pavement Condition Index (PCI) rating, categories and standards pertaining to maintenance and rehabilitation of City streets; and spoke of SB1 funding, and the purchase of equipment to aid the City's efforts to that regard.

City Manager spoke about the economy, difficulties competing with the private sector for personnel, and the complexity of grant applications; and discussion took place regarding the community survey for a potential tax measure.

Documentation: None
Disposition: No action taken.

ADJOURNMENT

The Council adjourned at 7:13 p.m. to the meeting of May 15, 2018.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Plano Water Replacement Project and Concrete Curb Ramp Project Budget Augmentation

SOURCE: Public Works

COMMENT: Physical work on the Plano Water Replacement Project and Concrete Curb Ramp Replacement Project is almost complete. However, the remaining item is the dig out and replacement of the distressed pavement areas. Staff completed an analysis of the existing pavement during the summer of 2016. Due to a wet winter during the 16/17 season and the rain received during the winter of 17/18, the dig out and repair of the areas has grown. During construction, staff noticed that the areas in need of repair have exceeded what is shown on the construction drawings. Staff completed another analysis of Plano Street recently and the asphalt replacement area is almost double the amount shown on the construction drawings. The removal of the asphalt is needed in order to ensure that the Micro Overlay that is scheduled for Plano Street will prolong the service life of the roadway. Due to unforeseen weather impacts to the pavement encountered during construction, most of the existing construction contingency has been utilized.

The additional asphalt replacement exceeds the construction contingency available. Staff recommends that an additional 19.1%, or \$250,000.00, is appropriated to cover the rest of the project in the event of new unforeseen conditions or quantity changes. Funding for the augmentation of the project is from Local Transportation Funds.

RECOMMENDATION: That City Council authorize the augmentation of the projects' authorized funds by \$250,000.00 from Local Transportation Funds.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Authorization to Advertise for Bids - 155, 165 and 185 North D Street Asbestos and other Hazardous Materials Abatement Project

SOURCE: Public Works

COMMENT: City staff has completed the preparation of construction plans and specifications (i.e. Project Manual) for 155, 165, 185 North D Street Asbestos and Other Hazardous Material Abatement Project. The proposed project is the first step in remodeling the city owned facility to an Animal Shelter Facility.

The proposed project consists of required abatement of existing asbestos materials, mercury lighting, other components requiring specific abatement protocol mandated by state regulations. Project also includes demolition of certain aspects of the structure that are beneficial in limited demolition during the final construction phase. The Plans and Project Manual have been completed and are available in the Pete V. McCracken Conference Room for Council's review.

The Engineer's estimate of probable cost for abatement is \$195,867. An additional \$19,587 is necessary for abatement contingencies (10%). It is anticipated that an additional \$30,670 is required for construction management, quality control and inspection services (16%) for a total estimated project cost of \$246,124. A portion of the construction management and all of the quality control and inspection services will be conducted by our consultant, Air Quality Compliance Solutions.

Funding for this project is defined in the FY 2018/2019 Annual Budget, with the funding sources being General Fund Reserve, Building Construction Fund and Measure H.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize augmenting our consultant services agreement per M.O. # 04-022018 for Quality Compliance Solutions in the amount of \$30,670 for limited construction management, quality control and inspection services.

ATTACHMENTS:

1. Animal Shelter Locator Map
2. Air Quality Compliance Solution Proposal

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



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

Air Quality Compliance *Solutions*

Mike Reed - Public Works Director
City of Porterville
291 N. Main Street
Porterville, CA 93257

July 2, 2018

RE: Animal Shelter Recommended Budget for the Asbestos Abatement and Asbestos Consulting

Mr. Reed, the following is for budgetary purposes regarding asbestos abatement activities based on a price per square foot schedule of values. This is a conservative budget. Actual Cost WILL be much lower.

Asbestos

Item	Quantity	Cost Per Square Foot	Total Cost in \$
1. Acoustical Ceiling Material	±3,800	\$15.	57,000.
2. Ceiling Panels	±2,800	\$10.	28,000.
3. Floor Tile and Mastic	±2,100	\$8.	16,800.
4. Wall Mastic	±200	\$5.	1,000.
5. Non-ACM Carpet/mastic	±4,000	\$5.	<u>20,000.</u>
Total Est. Cost			\$122,800.

Mercury and Lighting Components

1. Thermostat Vials	±4/each	0 -\$125./each	\$500.
2. PCB Ballast	±20/each	±\$30/each	600.
3. Non-PCB Ballast	±180/each	±\$10./each	1,800.
4. Fluorescent Light Tubes	±1,500/Lft	±\$1.50/per foot	<u>2,250.</u>
Total Est. Cost			\$5,150.

Non-Asbestos

1. Carpeting and Mastic	±5,000 Sq.ft	\$5.	25,000.
2. 2x4 Ceiling Panels/T-Bar Grid	±3,300 Sq.ft	\$5.	<u>16,500.</u>
Total Est. Cost			\$41,500.
Combined Total Est. Cost			\$169,450.

Recommend + 15% for a Total Budgetary Price for Abatement	\$194,867.
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Asbestos Consulting

1. 8 hour Shift Rate	±35/each	\$750.	\$26,250.
2. PCM Air Sampling/on-site analysis	±180/each	\$10.	\$ 1,800.
3. TEM Air Samples RUSH Analysis	±125./each	\$2500.	\$ 2,500.
4. FedEx Priority Overnight	±4/each	\$30.	<u>\$ 120.</u>

Total Est MAX Cost for Consulting	\$30,670.
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Recommended Total Budget for Project \$225,537.
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Bowen's Budgeting Cost actually came in at \$143,250.

I doubt this project will Exceed \$175,00. Which includes the cost of Asbestos Consulting.

Any questions please feel free to call me.

Craig Wobschall,
Associate Industrial Hygienist
Certified Asbestos Consultant # 96-2095
California Department of Public Health # 4195

Items to be addressed in the City of Porterville Bid package

Schedule of Values means the budget (as prepared by Contractor and submitted to and approved in writing by Owner) outlining the Work and allocating values among all portions or categories of the Work. The initial Schedule of Values shall be submitted by Contractor to Owner and Owner's Representative for their prior written approval as a condition precedent to Contractor being paid under Contractor's first Payment Application. The Schedule of Values may be modified only with the prior written approval of Owner. Following any Change Order or Construction Change Directive, the Schedule of Values shall be adjusted by Contractor as necessary, in each case subject to Owner's prior written approval, to reflect accurately the values of the various portions and categories of the Work. The Schedule of Values as approved by Owner shall be used as the basis for all Payment Applications.

ALTERNATE BID Price

Must have a cost for disposal of any PCB ballast on a cost per each PCB Ballast. Disposal cost for the contractor are based on weight. Each Ballast typically weights ± 4 pounds. There is some ballast that weight as much as 8 pounds each but are not commonly found in this area. Actual disposal cost is $\pm \$5$. Each and DOES NOT include the contractors cost for removal, packaging, or transportation cost.

PRE-NOTICE OF INTENT TO AWARD CONFERENCE:

An initial meeting SHOULD BE convened by the Owner and Owner's Representative prior to issuance of the notice to award.

Meet at the project site, or as otherwise directed, with Contractor and his Project Supervisor, Owner, Owner's Representative and other entities concerned with the abatement work.

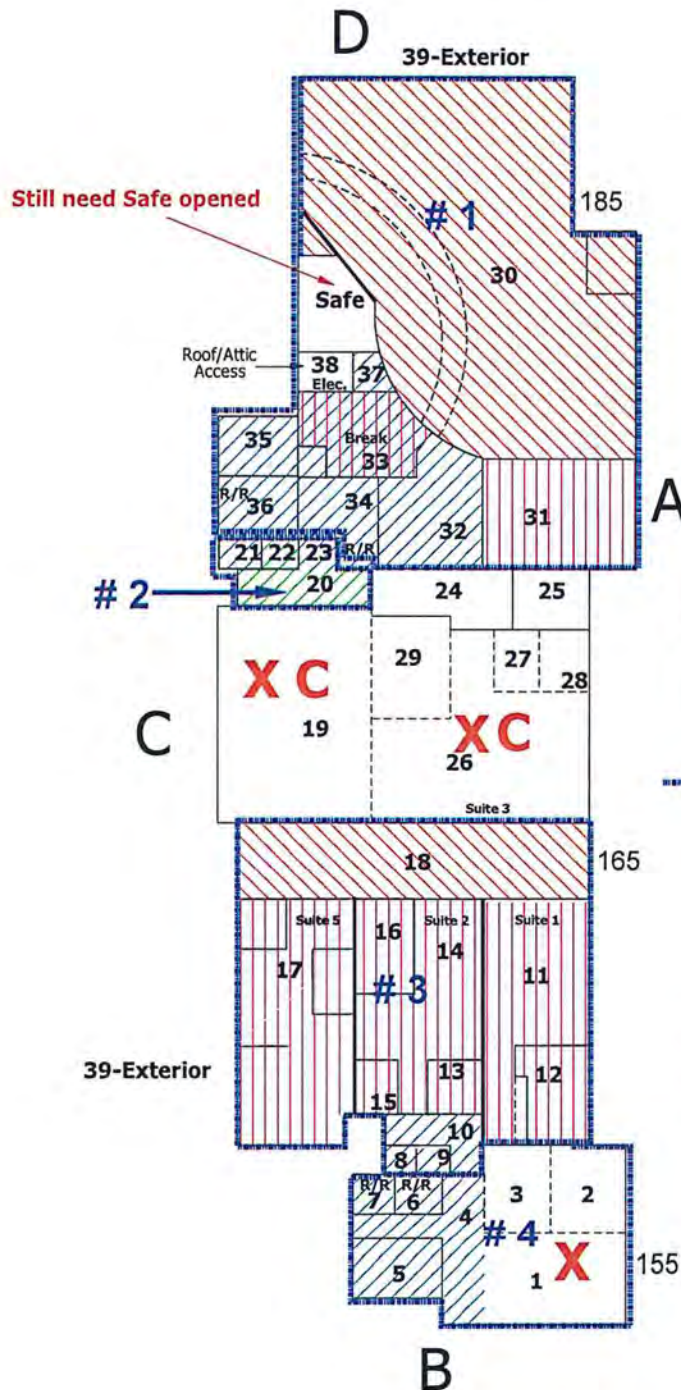
If the City of Porterville needs any help regarding the Alternate Bid Pricing, I can help. I can also help with assuring the properly qualified contractors are targeted for public bidding purposes, and make sure the unqualified contractors (General Contractor without DOSH Registration) comprehend.

The Primary Contractor for this Project MUST hold both a CSLB General A or B License AND be a DOSH Registered Asbestos Abatement Contractor.

I strongly recommend that the Bid Package be sent to me Ten (10) days in advance prior to finalization.

Any questions please call me.

Craig Wobschall
Associate Industrial Hygienist
Certified Asbestos Consultant # 96-2095
CDPH Certified Lead Inspector/Assessor # 4195



Specification Drawing (Draft)
Citi Bank Building
185, 165, 155, North "D" Street
Porterville, CA 93257

AQCS Project # 38-006-B
Date: June 22, 2018
Drawing NOT to Scale



Asbestos Containing Materials:

-  12x12 Floor Tiles/Black Mastic
-  12x12 Floor Tiles/Mastic None Detect
-  2x4 Ceiling Panels/Off-White/Fissure
-  Acoustical Plaster Ceiling

Areas within the Blue outlines are where containments shall be established.

1, 3, & 4 already will have "ALL" the carpeting removed 100%.

1 & 3 will have all the T-Bar grids and hangars removed also.

X The Non-Delineated center area which contains # 2, as well as southeast corner # 4 is where the NON-ACM T-Bar grids will be added in to be removed.

C # 2 is where the carpeting will be added in to be removed also.



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Request to Award Contract for GIS Assistance

SOURCE: Community Development

COMMENT: Since May of this year, the Community Development Department's Geographic Information Systems (GIS) lead position has been vacant. During this period, as staff evaluates the best way forward to fill that position, it has become clear that rather than continuing with the commercial/self-programmed hybrid GIS system that was used for the last few years, more efficiency and redundancy of training can be gained by better utilizing the commercial GIS system already in place. To that end, and lacking the professional expertise needed to make this transition, staff has sought out proposals from GIS consultants to configure the ArcGIS Online account.

Staff reached out to two such firms: Esri and GISInc. Only one response was received. The responsive firm, Esri, provided a quote of \$14,000 to provide the necessary services. Funds are available through salary savings from the vacant GIS lead position (Analyst II).

RECOMMENDATION: That the City Council authorize staff to sign the contract with Esri for configuration of the City's ArcGIS Online account.

ATTACHMENTS: 1. Quote from Esri

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 08/08/2018 To: 11/06/2018*

Quotation # 20534425

Date: August 8, 2018

Customer # 129405 Contract #

City of Porterville
Community Development
291 N Main St
Porterville, CA 93257-3737

ATTENTION: Julie Phillips
PHONE: 5597827460
FAX:

Material	Qty	Description	Unit Price	Total
144577	1	The Web GIS Launch Kit – Standard services package provides up to 4 days of on-site support by 1 Esri consultant to configure and populate an ArcGIS Organization (ArcGIS Online or ArcGIS Enterprise) with maps and apps using the data and content available. The Esri consultant will start with a resource assessment to determine the available GIS content, capabilities and information product needs. Based on the results the consultant will work with you to prioritize the maps and apps that can be configured during the time available. During the process of configuring the maps and apps, the Esri consultant will show you how to configure your ArcGIS organizational settings, populate the account with content, and provide best practices on leveraging Web GIS. The Web GIS Launch Kit also includes knowledge transfer on: Authoring, registering and sharing content, creating web maps, management and administrative tools, using Web GIS in workflows, and securing content and governance. If the above activities are completed prior to the end of the engagement remaining on-site time can focus on configuring Esri Foundational Apps or building additional Information Products. Topics outside the scope of the Web GIS Launch Kit include but are not limited to: ArcGIS Enterprise Software Installation, Migration of Databases and Applications, Application Development. Customers will be provided a Web GIS Launch Kit questionnaire prior to the on-site visit. The price includes airfare, hotel, car rental, per diem, and other direct costs. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions, preparation requirements, and covered foundational apps can be viewed on the web at https://www.esri.com/en-us/legal/terms/services/ .	14,000.00	14,000.00
Item Total:				14,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dan Henderson

Email: dhenderson@esri.com

Phone: (909) 793-2853 x2193

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

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Quotation # 20534425

Date: August 8, 2018

Customer # 129405 Contract #

City of Porterville
Community Development
291 N Main St
Porterville, CA 93257-3737

ATTENTION: Julie Phillips
PHONE: 5597827460
FAX:

Subtotal:	14,000.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	\$14,000.00

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City of Porterville
Community Development
291 N Main St
Porterville, CA 93257-3737

ATTENTION: Julie Phillips
PHONE: 5597827460
FAX:

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Dan Henderson

Email: dhenderson@esri.com

Phone: (909) 793-2853 x2193

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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IMPLEMENTATION SERVICES ADDENDUM FOR SERVICES PACKAGES

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

1. DEFINITIONS

"Commercial Off-the-Shelf Software" or **"COTS Software"** means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

"Services" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and custom software code.

"Services Package(s)" means a predefined unit of Services provided at a firm fixed price, as stated in Esri's proposal.

2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Addendum, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Addendum, Esri grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

3. PATENTS AND INVENTIONS

Esri and Customer will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

4. COMPENSATION

Esri will perform and invoice Services on a firm fixed price basis, and the deliverable will be consultation time. Esri will invoice Customer for all Services Packages ordered upon receipt of a valid Customer Purchase Order/ordering document. The Purchase Order/ordering document will confirm the quantity and price of the Services Packages ordered, as described in Esri's proposal or quotation, and will reference Customer acceptance of this terms and conditions document. Esri standard payment terms are net 30 days from receipt of an Esri invoice. Payment will be made to the Esri

address identified on the Esri invoice. For Services provided beyond the period of performance proposed or provided in a new calendar year, Esri reserves the right to increase the Services Package price in accordance with Esri's most current price schedule. Esri's obligation for completion of the Services proposed is limited to the hours outlined in the Services Package descriptions within Esri's statement of work. If additional time is required to complete Customer's goals or activities set forth in the applicable statement of work, Esri and Customer will amend the Purchase Order/ordering document, as mutually agreed, by increasing the quantity of Service Packages ordered and issuing a new or amended Purchase Order/ordering document. Esri may, at its sole discretion, stop work to avoid exceeding the total hours allotted in a specific Services Package. Unused labor hours or travel remaining after the performance of a Services Package will expire and not be available for performance at a later date. If funded Services Packages have not been performed within twelve (12) months of the Esri invoice date, the Services Package will expire, and no refund will be provided. Any amendment to the Purchase Order/ordering document to add Services Packages will not affect the rights or obligations of the parties under this Addendum.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will substantially conform to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

Disclaimer of Warranties. With the exception of the limited warranty set forth in this Article, Esri disclaims and this Addendum expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.

In addition to and without limiting the preceding paragraph, Esri does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet Customer's needs or expectations. Customer should not rely on any Map Data unless Customer has verified Map Data against actual data from documents of record, field measurement, or observation.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

In no event will Esri be liable to Customer for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out of or related to this Addendum, however caused or under any theory of liability, even if Esri has been advised of the possibility of such damages.

Esri's total cumulative liability under this Addendum, from all causes of action of any kind, will in no event exceed the amount actually paid by Customer for services under this Addendum from which the liability directly arose.

7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer will preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom software delivered in source code or other human-readable formats, Customer will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer will not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them. Customer must comply with Article 8 in making any permitted disclosures.

8. EXPORT CONTROLS

Customer must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

9. GENERAL PROVISIONS

9.1 Nonsolicitation. Neither party will directly solicit for hire any employee of the other party who is associated with Services called for under this Addendum during, and for a period of one (1) year after, project completion. In the event this provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, will be paid by the breaching party to the aggrieved party. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.2 Taxes. Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services or Services Output,

Customer will pay the applicable tax upon receipt of written notice that it is due.

9.3 UCC Inapplicability. Services provided under this Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

9.4 Order of Precedence. These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or authorizing documents will be void and may be incorporated into this Addendum only by written amendment signed by both parties.

9.5 Equitable Relief. Customer agrees that any breach of this Addendum by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

9.6 Governing Law. This Addendum will be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

9.7 Entire Agreement. This Addendum is the sole and entire agreement of the parties for Services and supersedes any previous agreements, understandings, and arrangements (including any purchase order terms and conditions) between the parties relating to the subject matter.



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers

SOURCE: Police

COMMENT: Currently, the Porterville Police Department has four officers assigned as School Resource Officers. During school hours, these four officers respond to reports of criminal activity at all school sites within the city of Porterville. In addition, these four officers provide requested security for after-school functions throughout the school year. (Paid separately from Joint Funding Agreement.) Porterville Unified School District and Burton School District have shared in the funding for four School Resource Officers. Both school districts have agreed to renew the 2017/2018 Joint Funding Agreement in which they share in the costs of four School Resource Officers. The estimated salary and benefit cost for a School Resource Officer during the term of the 2018/2019 school year is \$115,634. Porterville Unified School District has agreed to pay 65% of the salary and benefits for three School Resource Officers and Burton School District has agreed to pay 65% of the salary and benefits for one School Resource Officer.

Based on the formula above, for this term, the City shall contribute an estimated \$157,416 for three School Resource Officer positions assigned to the Porterville Unified School District. This represents 35% of the estimated salary and benefits costs for three School Resource Officers plus an additional \$36,000 in estimated ancillary costs. Porterville Unified School District will contribute up to \$225,486 for three School Resource Officers which represents 65% of salary and benefits costs for three School Resource Officers.

Based on the formula above, for this term, the City shall contribute an estimated \$52,472 for one School Resource Officer position assigned to the Burton School District. This represents 35% of the estimated salary and benefits costs for one School Resource Officer plus an additional \$12,000 in estimated ancillary costs. Burton School District will contribute up to \$75,162 for one School Resource Officer which represents 65% of salary and benefits costs for one School Resource Officer.

Three of the four School Resource Officers will generally be assigned to the Porterville Unified School District with each one generally responsible for one of the three major high schools and their respective feeder schools. The fourth School Resource Officer will generally be assigned to the Burton School District. These assignments will not preclude the ability of each officer to

respond to other areas as needed. Department staff is requesting Council approval to negotiate an agreement to continue the School Resource Officer program with PUSD and BSD.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for Joint Funding for School Resource Officers for the period of July 1, 2018, through June 30, 2019; and
2. Authorize the Mayor to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. PUSD School Joint Funding Cooperative Agreement 2018-2019
2. BSD School Joint Funding Cooperative Agreement 2018-2019

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2018, between the CITY OF PORTERVILLE ("CITY") and the PORTERVILLE UNIFIED SCHOOL DISTRICT ("PUSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD officials concerning criminal and other activities occurring on the PUSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2018, and ending on June 30, 2019.
2. The CITY shall provide three "School Resource Officers" effective at the beginning of the school year, August 2017, and concluding at the end of the school year, June 2018. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD school campuses located within the CITY's geographical limits. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits SROs from assisting other law enforcement officers when necessary due to high priority needs of the department as determined by the on-duty supervisor.
3. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$115,634. This does not include any ancillary costs or overtime costs.

4. Three SROs shall be assigned to the PUSD District and the salary and benefit costs for the three SROs shall be divided as follows: The CITY shall pay 35% of the estimated salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 65% in salary and benefits costs.
5. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$40,472 to each SRO position. This represents 35% of estimated costs of salary and benefits for each position. In addition, the City will pay approximately \$12,000 each in ancillary costs.
6. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, \$225,486 for three SRO positions. This represents 65% of the estimated salary and benefits costs (\$346,902).
7. The amounts to be contributed by PUSD shall be due and payable as follows: PUSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2019).
8. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
9. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employees. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SROs are made with consideration of the needs of the school district.
10. Indemnity-The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

PUSD:

Porterville Unified School District
600 W. Grand Avenue
Porterville, CA 93257

Phone: 559-793-2455
Fax: 559-793-1088

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

12. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

13. Termination.

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1) This Agreement may be terminated by any Party should another Party:

- a) be adjudged bankrupt,
- b) become insolvent or have a receiver appointed,
- c) make a general assignment for the benefit of creditors,
- d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e) materially breach this Agreement.

2) For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means

to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

- b. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

- 14. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
- 15. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- 16. 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.
- 17. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
- 18. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or 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.

19. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.

20. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Porterville Unified School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

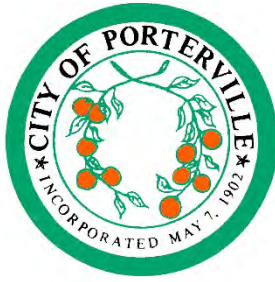
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF PORTERVILLE:

Milt Stowe, Mayor

PORTERVILLE UNIFIED SCHOOL DISTRICT:

Nate Nelson, Ed.D., Assistant Superintendent



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2018, between the CITY OF PORTERVILLE ("CITY"), and the BURTON SCHOOL DISTRICT ("BSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying a "School Resource Officer" ("SRO") to respond to reports from BSD officials concerning criminal and other activities occurring on the BSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2018, and ending on June 30, 2019.
2. The CITY shall provide one "School Resource Officer" effective at the beginning of the school year, August 2018, and concluding at the end of the school year, June 2019. The SRO shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on BSD school campuses located within the CITY's geographical limits, as well as Summit Charter Collegiate Academy. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits the SRO from assisting other law enforcement officers when necessary due to high priority needs of the department as determined by the on-duty supervisor.
3. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$115,634. This does not include any ancillary costs or overtime costs.

4. One SRO shall be assigned to the BSD and the salary and benefit costs for the one SRO shall be divided as follows: The CITY shall pay 35% of the estimated salary and benefits cost, as well as all ancillary costs; BSD shall pay the remaining 65% in salary and benefits costs.
5. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$40,472 to the SRO position. This represents 35% of estimated costs of salary and benefits for the position, plus the City will additionally pay approximately \$12,000 in ancillary costs.
6. Based on formula above, for this term, BSD shall contribute up to, but no more than, \$75,162 for one SRO position. This represents 65% of the estimated salary and benefits costs (\$115,634).
7. The amounts to be contributed by BSD shall be due and payable as follows: BSD shall pay the amount as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2018).
8. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
9. It is mutually understood and agreed that the SRO at all times while carrying out this Agreement shall be acting as a CITY employee. The CITY shall retain the right to control and direct the services of the SRO pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for the SRO are made with consideration of the needs of the school district.
10. Indemnity-The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability,

claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

BSD:

Burton School District
264 N. Westwood
Porterville, CA 93257
Phone: 559-781-8020
Fax: 559-781-1403

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

12. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

13. Termination.

A. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a) be adjudged bankrupt,
- b) become insolvent or have a receiver appointed,
- c) make a general assignment for the benefit of creditors,
- d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e) materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may

terminate upon written notice specifying the date of termination.

B. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

14. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
15. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
16. 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.
17. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
18. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or 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.
19. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
20. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SRO during the previous school year. If the

agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Milt Stowe, Mayor

BURTON SCHOOL DISTRICT:

Sharon Kamberg, Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department, Porterville Unified School District, and Burton School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Program Supplement to the Local Agency-State Master Agreement – Rails to Trails Corridor Crosswalk Warning Lights Installation Project

SOURCE: Public Works

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number R70 and requests that the City execute said agreement. The executed agreement shall become a part of the Agency-State Agreement for State Funded Projects No. 00291S.

The attached Program Supplement is for the Rails to Trails Corridor Crosswalk Warning Lights installation project.

RECOMMENDATION: That the City Council:

1. Approve the program supplement by passing a Resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct the City Clerk to return the signed program supplement to the Department of Transportation.

ATTACHMENTS:

1. Program Supplement R70
2. Resolution - Program Supplement No. R70
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

PROGRAM SUPPLEMENT NO. R70
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00291S

Adv Project ID **Date:** July 23, 2018
0618000177 **Location:** 06-TUL-0-PTRV
 Project Number: ATPL-5122(087)
 E.A. Number:
 Locode: 5122

This Program Supplement, effective 06/28/2018, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00291S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 11/10/09 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Rails-to-Trails Corridor Crosswalk Warning Lights Installation Project

TYPE OF WORK: Pedestrian Walkway

Estimated Cost	State Funds		Matching Funds	
	STATE	\$107,000.00	LOCAL	OTHER
\$267,500.00			\$20,000.00	\$140,500.00

CITY OF PORTERVILLE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 7/24/18 \$107,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

Page of

061900000034

Local Assistance

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

SPECIAL COVENANTS OR REMARKS

- J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.
2. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

RESOLUTION NO. ____-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. R70
TO ADMINISTERING THE AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO. 00291S

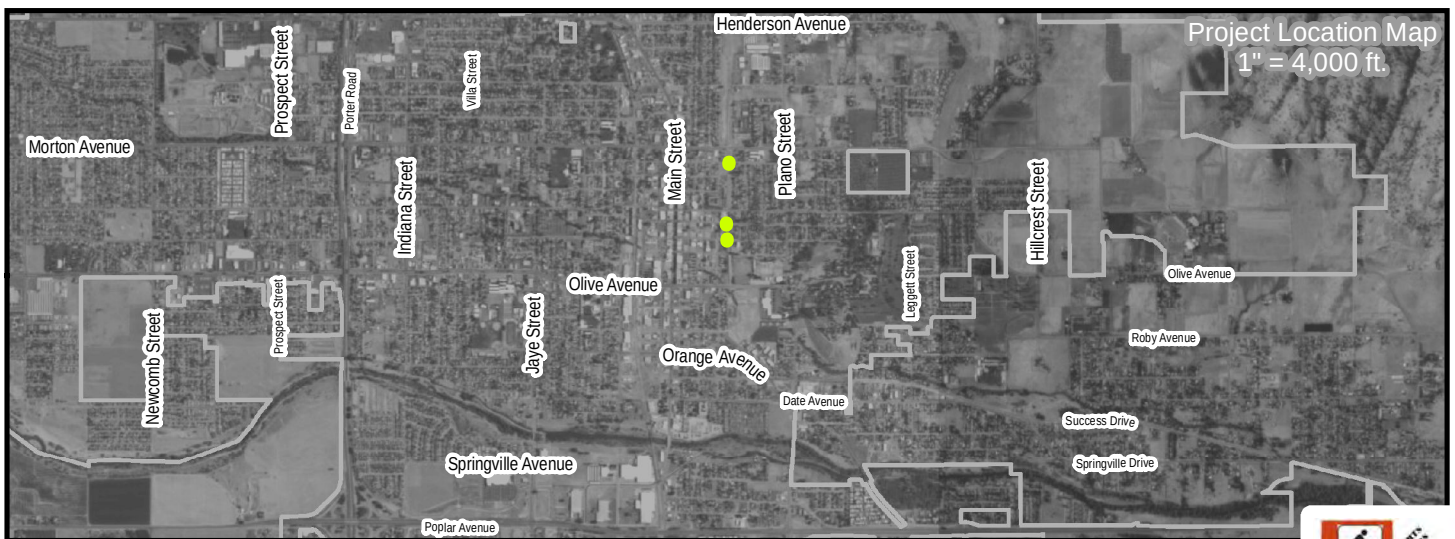
BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. R70 to administering Agency-State Agreement for State Funded Projects No. 00291S, for the Rails to Trails Corridor Crosswalk Warning Lights Installation Project.

PASSED, ADOPTED AND APPROVED this 21st day of August, 2018.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



State of California ATP Grant Application
Cal-Trans District #6, Tulare County, City of Porterville
Lighted Crosswalk Project - Group D





CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Amendment of Dee Jaspar and Associates Water Well Design and Inspection Service Agreement for Well #37

SOURCE: Public Works

COMMENT: Dee Jaspar & Associates has completed their well design and inspection services contract with the City of Porterville for Well No. 28 through Well No. 32. This firm was also involved in the design and inspection of Well No. 33, which is the City/County well on Olive Avenue and specifically part of the East Porterville Water Supply Project.

As part of the East Porterville Water Supply Project, Dee Jaspar and Associates provided a status report for the City of Porterville's water system, and it is very apparent that additional water capacity is needed in order to continue with development within the City limits and comply with Title 22 requirements as it relates to meeting the maximum day demands and required reserve capacity.

In order to be consistent with this year's budget, and for Council's reference; Well #33 has been completed as part of the East Porterville Water Supply Project (referred to as the City/County well); Well #35 is under contract between Department of Water Resources (DWR), and is also part of the East Porterville Water Supply Project; Well #36 construction is pending property acquisition, and is also part of the East Porterville Water Supply Project; and Well #34 is designated as the Akin Water System Consolidation Well, and status of this project is pending funding approval by State Water Resources Control Board.

Staff is seeking an amendment to Dee Jaspar's Service Agreement that will allow the firm to design, prepare plans and specifications for an additional municipal water well located within the southeast corner of Summit Estates Two Subdivision (Smee Homes, Inc.). A purchase agreement has been executed between the developer and the City of Porterville for this location. The project will be conducted in two phases. The first phase is the well drilling phase to determine the viability of the site, primarily from a water quality analysis. The second phase is the equipping of the municipal water well facility.

Dee Jaspar and Associates will perform two tasks for the City. These tasks are: 1) prepare plans and specifications for drilling a municipal water well and inspection services; and 2) prepare plans and specifications for well equipping, including inspection services. The engineering fee proposal received from Dee Jaspar & Associates, Inc. is \$50,000 for Task 1 and \$107,584 for Task 2. Total

fee is \$157,584.

The funding sources for this project is the Water Replacement Fund/Water Developer Fees.

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute an Amendment to Dee Jaspar & Associates Service Agreement at an agreed fee of \$157,584 for the services described herein; and
2. Authorize progress payments up to 100% of the fee amount and authorize a 10% contingency to cover unforeseen costs.

ATTACHMENTS:

1. Dee Jaspar Service Agreement
2. Dee Jaspar Scope of Services
3. Locator Map Well #37

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

**SERVICE AGREEMENT
AMENDED**

DATE: August 8, 2018

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Dee Jaspar & Associates, 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: Well #37 Municipal Water Well Facility

Description of Project: Per CMO #__-082118 and in conjunction with CMO #07-021704, in general, Consultant to provide design, and prepare plans and specification for municipal water well #37 located at the southeast corner within Summit Estates Phase Two Subdivision. 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 in the Scope of Services.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis, **One hundred, fifty-seven thousand, five hundred and eighty-four** Dollars, (\$157,584).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by _____. 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 _____



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796

Attachment 'A'

July 31, 2018

Mike Reed, Public Works Director
c/o City of Porterville
291 N. Main Street
Porterville, CA 93257

Re: Beverly Grand Municipal Water Well Project

Mr. Reed,

Attached is an itemized engineering proposal for the Beverly Grand Municipal Water Well Project. The scope of work involves engineering design of a municipal water well and construction inspection, quality control, and management during the well drilling project. During the well drilling project DJA will inspect the conductor installation, the pilot hole drilling, the geophysical logging, the zone testing, the reaming of the pilot hole, the casing installation, the gravel pack and cement seal installation, the well development and testing, and the well video. In addition, DJA will provide daily inspection reports, sieve analysis for formation samples, a geologic log, selection of depths for zone testing, a casing design based on the geophysical logging and water quality, and a final well report. The engineering and construction inspection costs associated with the well drilling phase of the project are as follows:

- Preparation of Well Drilling Plans & Specifications \$6,760.00
- Well Drilling Construction Inspection & Management \$43,240.00

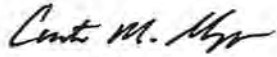
Upon completion of the well drilling and development our office will provide a design of the well facility equipping including the pump, motor, discharge piping, and electrical and controls. Attached is an itemized cost for the engineering design and preparation of plans and specifications for the well equipping phase of the project along with construction inspection and management including the administration of a pre-construction meeting, project meetings, submittal reviews, change order reviews, RFI responses, progress payment reviews, part-time field inspection and general project management. In addition, DJA will provide daily inspection reports, compaction testing, concrete testing, electrical testing, assistance during start-up and testing, as-built drawings, and project close-out documents.

- Preparation of Well Equipping Plans & Specifications \$44,032.00
- Well Equipping Construction Inspection & Management \$63,552.00

The total estimated budget is \$157,584.00 and will be billed on a time and material basis in accordance with our 2018 Rate Schedule.

If you have any questions, would like to discuss revisions to the scope of work or costs, or need any additional information please let me know.

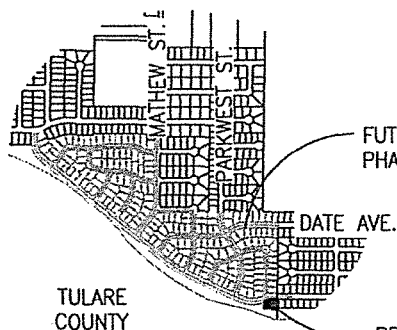
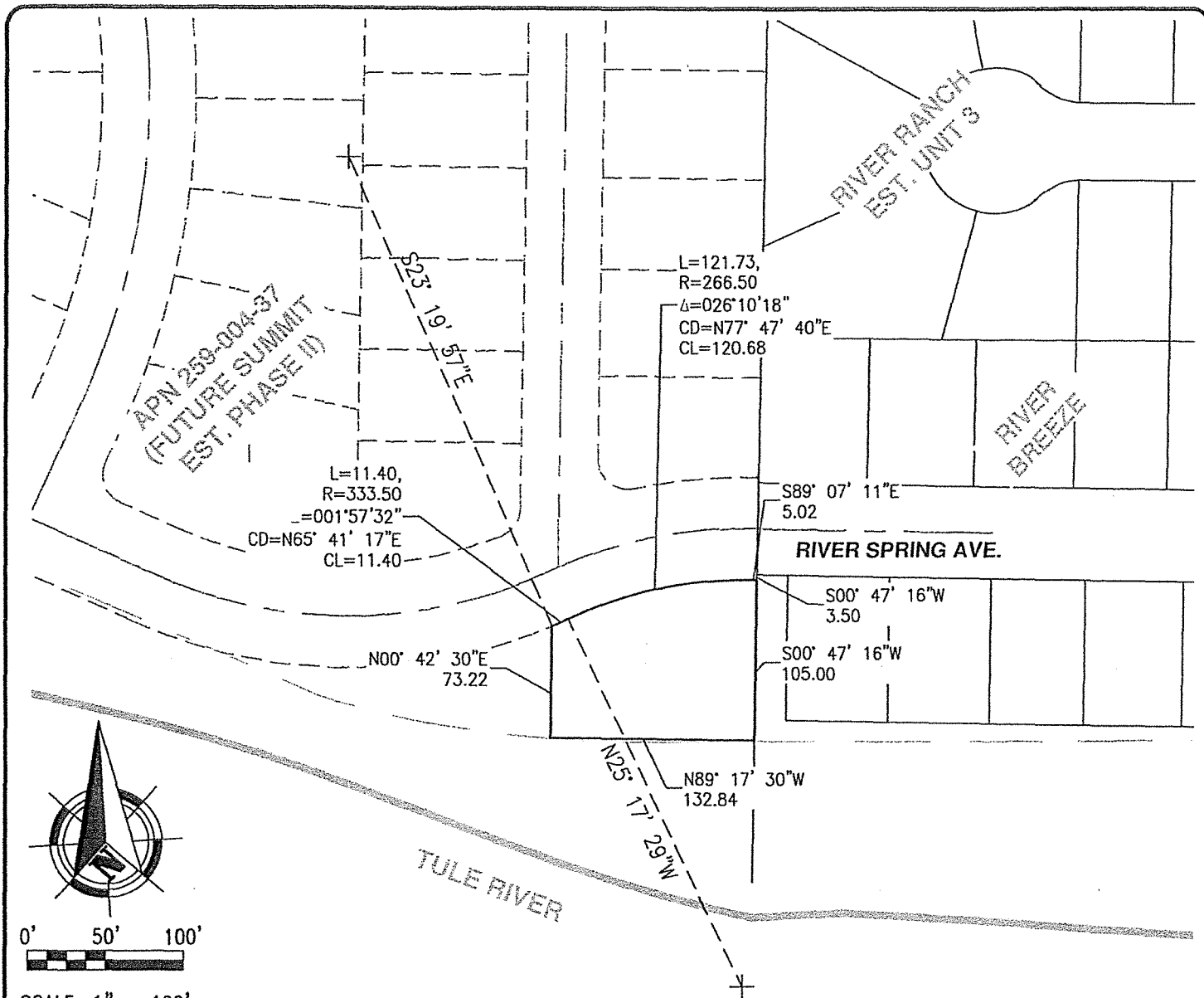
Sincerely,

A handwritten signature in black ink, appearing to read "Curtis M. Skaggs".

Curtis M. Skaggs
Dee Jaspar & Associates, Inc.

Dee Jaspar Associates
Consulting Civil Engineers

City of Porterville											
Beverly Grand Municipal Water Well Project											
Engineering Design and Construction Inspection											
Professional Engineering Services Proposal Budget											
	Principal Engineer	Registered Engineer / Project Manager	Staff Engineer	Surveyor	Survey Crew	Draftsperson	Secretary	Ken Schmidt & Associates, Inc.	Geotechnical & Water Quality Laboratory Testing	Electrical Power Systems	
Scope of Work	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Cost (\$)	Estimated Cost (\$)	Total
1. Preparation of Well Drilling Plans & Specifications											
Prepare well technical specifications and bid form.		8		4	8	4		\$500			\$4,532
Assist City in bid process and respond to questions.		8	8								\$2,228
Subtotal:											\$6,760
2. Well Drilling Quality Control & Inspection											
Conductor casing installation inspection and quality control.			8								\$1,052
Pilot hole drilling inspection and quality control.			30								\$3,945
Geophysical logging and review. Selection of zone tests and casing design.		8						\$2,000			\$3,176
Zone testing inspection, quality control, and water quality sampling.			40					\$4,000	\$6,000		\$15,260
Reaming inspection and quality control.			30								\$3,945
Caliper log and deviation survey review			8								\$1,052
Casing, gravel pack, & cement seal inspection and testing.		8	40								\$6,436
Airlifting & swabbing inspection and quality control.			12								\$1,578
Well development inspection and quality control.			20					\$1,000			\$3,630
Well video review and quality control.			8								\$1,052
Final report and project closeout.		4	4					\$1,000			\$2,114
Subtotal:											\$43,240
3. Prepare Site Equipping Plans, Specifications, & Cost Estimate											
Perform field surveying of well site topography, pipeline alignment, existing utilities, and surface features.				4	16	6					\$4,977
Perform geotechnical investigation and prepare a Geotechnical Report for the well site and pipeline design.			2						\$6,000		\$6,263
Prepare project plans including site plan, grading plan, pump and motor, well discharge piping, hydropneumatic tank, electrical and controls, control building, chlorination system, concrete foundations, shade structure, site fencing, landscaping, ground cover, water pipeline plan and profile, and miscellaneous detail sheets.		4	40			24				\$12,000	\$20,116
Prepare project specifications for the well site equipping including earthwork, site improvements, pump, motor, discharge piping, hydropneumatic tank, electrical and controls, chlorination system, and underground pipelines and appurtenances.		4	12							\$2,000	\$4,166
Prepare Engineer's Estimate for the project scope of work and provide set of 90% deliverables to City Staff for review and comment.		1	2								\$410
Meet with City Staff to review and discuss the project plans and specifications. Incorporate comments and revisions and issue 100% set of plans and specifications for bidding purposes.		8	16							\$4,000	\$7,280
Prepare and assist City Staff with Electrical Service Application, telephone service, and all applicable project permitting.		2	4								\$820
Subtotal:											\$44,032
4. Well Equipping Quality Control & Inspection											
Administer pre-construction meeting and distribute meeting minutes.		4	4								\$1,114
Perform submittal reviews.			40							\$4,000	\$9,260
Review and respond to proposed change orders and requests for information.			8								\$1,052
Perform daily inspection and quality control including concrete testing, compaction testing, etc.		24	240						\$10,000		\$45,088
Perform final project walk-thru inspection, administer startup, testing, and training.		4	16							\$3,000	\$5,692
Prepare final record drawings, O&M manuals, and project close-out documents.		2	8								\$1,346
Subtotal:											\$63,552
Total Hours Estimated:	0	89	600	8	24	34	0	\$8,500	\$22,000	\$25,000	
Total Engineering Estimate:	\$0	\$13,083	\$78,900	\$1,092	\$5,796	\$3,213	\$0	\$8,500	\$22,000	\$25,000	\$157,584



FUTURE SUMMIT EST.
PHASE II

PROPERTY
LOCATION

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

POSSIBLE WELL LOCATION

OWNER	SREE BUILDERS
APN	
AREA	12,625 SQ. FT.
ACRES	0.29 ACRE
SCALE	1" = 40'-0"
DATE	3/10/2017
DRAWN BY	
CHECKED BY	MKR



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Establishment of Limited Term Clerical I Position Within the Parks and Leisure Services Department

SOURCE: Parks and Leisure Services

COMMENT: As the Council is aware, the Youth Experiencing Success (YES) Program has continued to grow substantially throughout the years to now encompass expanded operations in three middle schools and ten elementary schools. Since the inception of the YES Program, the City has had one full-time Leisure Services Coordinator handling the City's responsibilities of the program. In addition to the YES Program duties, this Coordinator also oversees the City's after-school program for the Burton School Program, as well as the City's other enrichment programs.

With recent expansions, the City now employs over 200 part-time Yes Program employees. In order to keep up with the increased workload, it is recommended that the Council establish one (1) Limited Term Clerical I position at Salary Range 138 (\$2,600 - 3,172 per month). The position is proposed to be limited term contingent upon YES Program funding from Porterville Unified School District. A copy of the proposed Job Description is attached hereto, with representative duties including, but not being limited to, preparing and processing YES Program personnel/payroll documents; tracking pre-employment screenings; assisting the Coordinator with communications with PUSD staff; sorting and filing materials; assisting with preparation for meetings; and answering calls.

RECOMMENDATION: That the City Council:

1. Approve a Clerical Assistant I -Limited Term position within the Parks and Leisure Services Department; and
2. Direct Administrative Services staff to make all necessary amendments to the Position Pay Plan and Allocation Schedule to account for said position.

ATTACHMENTS: 1. Clerical Asst I Limited Term

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

CLERICAL ASSISTANT I – LIMITED TERM

DEFINITION

Under general supervision, this class series performs a variety of routine to moderately difficult and specialized clerical duties including record maintenance, document preparation and review, answering questions and explaining routine procedures; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

Employees perform a variety of routine clerical activities that do not require an in-depth knowledge of department procedures and/or an extensive skill level. Typical duties include receptionist duties, typing, simple word processing, data entry, basic record keeping and filing; answering procedural questions, and giving out factual information.

REPRESENTATIVE DUTIES

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

1. Types a variety of documents in draft and final form; such as correspondence, standard forms, charts, proposals, specifications, and reports; types from written, recorded, printed sources and/or verbal instructions; proofreads materials for correct grammar, spelling and punctuation; composes routine memos and letters.
2. Prepares, validates, processes, and/or checks a variety of documents such as applications, records, personnel/payroll records, requisitions, and invoices for completeness, accuracy and submission standards; maintains office supplies.
3. Receives and answers calls; determines how incoming calls should be routed; directs people to appropriate offices or clients to proper information sources; answers routine questions; explains routine procedures, processes, or departmental activities; schedules appointments, training or examinations; accepts payments for fees, fines or bills; obtains routine factual information to create or update files; provides routine assistance in the completion of forms.
4. Sorts and/or files materials such as correspondence, contract documents, and information; maintains files; conducts systematic search for misplaced materials; maintains cross-reference files or indices; purges filing system.
5. Compiles routine reports and records by extracting and/or tabulating information from a variety of sources, such as files, correspondence, meeting notes, logs, previous reports, and/or verbal instruction.
6. Operates a variety of office equipment, such as computers, fax machines, copy machines; may perform equipment/system maintenance checks; may operate other miscellaneous equipment to produce reports, correspondence, or forms; enter updates, and/or extracts stored information using such equipment.

7. May lead or provide general supervision to other clerical or program support personnel; may take and prepare simple minutes of unofficial meeting (e.g. department or public committees); may coordinate special projects or be assigned specialized projects in support of program operations.
8. Receives, time stamps, routes and/or distribute materials; makes copies, collates or staples materials; folds, inserts and seals materials in envelopes; wraps, weighs and mails materials; packs or unpacks books and materials; delivers/picks-up material or mail; runs errands as necessary.
9. Assists with preparation and set up for meetings, scheduled events and calendared activities.

EMPLOYMENT STANDARDS

Education and/or Experience

One year of clerical experience or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Office practices and procedures; office equipment operations; correct English usage including spelling, grammar and punctuation; public contact techniques.

Ability to:

Use correct English grammar, punctuation and spelling; understand and follow verbal and written instructions; alphabetize or numerically/chronologically sort materials; operate a variety of office equipment; receive and provide information both in person and over the phone; establish and maintain effective working relationships with supervisors, peers and the general public.

Skill in:

Typing/keyboarding operation at a rate of 40 wpm.

Special Requirements

Possession of or ability to obtain a valid California Driver's License may be required.

Physical Demands

Strength, dexterity, coordination and vision to use keyboard and video display terminal for long periods of time. Dexterity and coordination to handle files, and single piece of paper; occasional lifting of objects weighting up to 25 lbs. such as files, stacks of paper, reference and other materials. Moving from place to place within an office; some reaching from items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise. Computer is used on a daily basis. Periodic contact with angry and upset individuals.

Date Adopted: August 10, 2018



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Approval of Reorganization within the Community Development Department

SOURCE: Community Development

COMMENT: The Community Development Department is seeking City Council approval of a modification to the current organizational structure of the department. For several years, the department structure has been very lineal with one supervisor over each of the four divisions. This has proved to be inefficient as the divisions continually have interconnected projects, deadlines, and budgets. Staff is proposing an organizational chart that better represents the needs of the department (see Attachments 1 and 2 for current and proposed organizational charts) by having two managers that oversee the divisions.

The new structure creates one entirely new position (within the same range as the Community Development Manager), an Economic Development and Housing Manager, and would reclassify the existing Project Manager to the position. The job description for the newly created position is attached to the staff report. This proposed change to the management position would remain budget neutral through a combination of the elimination of the position of Project Manager, capital funding associated with the new assignments, and the continuation of un- and under-filled positions elsewhere in the department.

The City of Porterville for several years has utilized a supplemental job description for Geographic Information System (GIS) under the generic job description of an Analyst II. GIS is a specialized field and the approval of job descriptions based on industry standards for a GIS Analyst I or a GIS Supervisor would accommodate the recruitment for the specialized functions and knowledge requirements of the position. This also would allow for a separation of roles to distinguish between one with supervisory experience from one with more generalized skills. The addition of the two job descriptions would only result in the hiring of the currently vacant Analyst II - GIS position in the Community Development Department structure, but would provide the flexibility of the level of applicant hired. This would be a budget neutral determination as the existing vacancy is the Analyst II pay scale.

Only the City Council has the authority to create new positions and staff requests approval of the proposed positions, with job descriptions as identified and attached. Upon approval of the reorganization, management would begin recruitment's and processes necessary to proceed with the proposed reorganization.

RECOMMENDATION:

That the City Council:

1. Approve the creation of a new Economic Development and Housing Manager classification at Salary Range 236 (\$6,896 - \$8,416); and
2. Approve the new job descriptions for a Geographic Information Systems Supervisor and a Geographic Information Systems Analyst I from the previously described Analyst I and Analyst II descriptions with the salary ranges to remain the same; and
3. Authorize Administrative Services staff to amend such personnel documents and commence meet and confer activities as may be necessary to effectuate such proposed changes.

ATTACHMENTS:

1. Existing Organization Chart
2. Proposed Organization Chart
3. Economic Development and Housing Manager Job Description
4. GIS Supervisor Job Description
5. GIS-Analyst I Job Description

Appropriated/Funded:

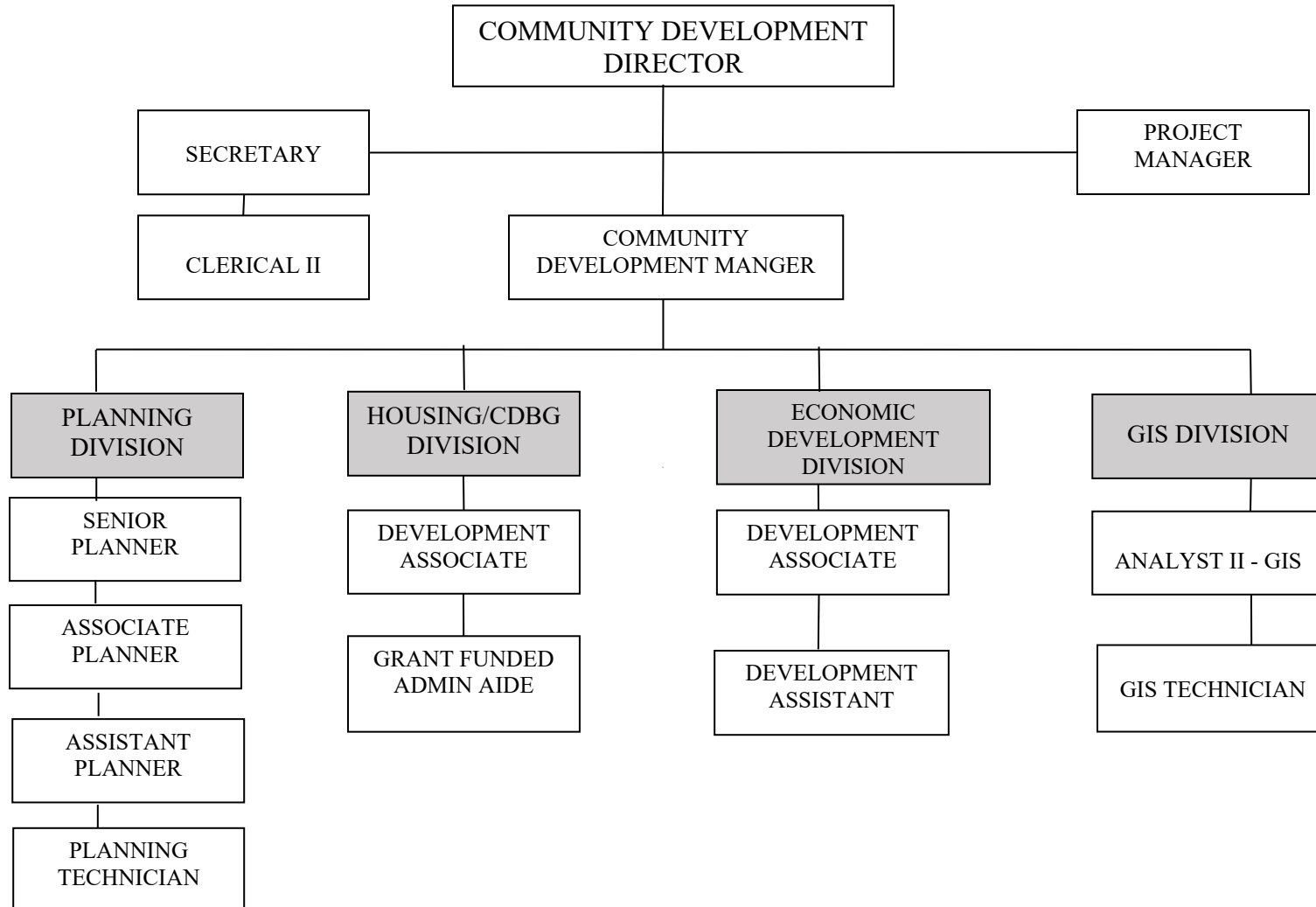
Review By:

Department Director:

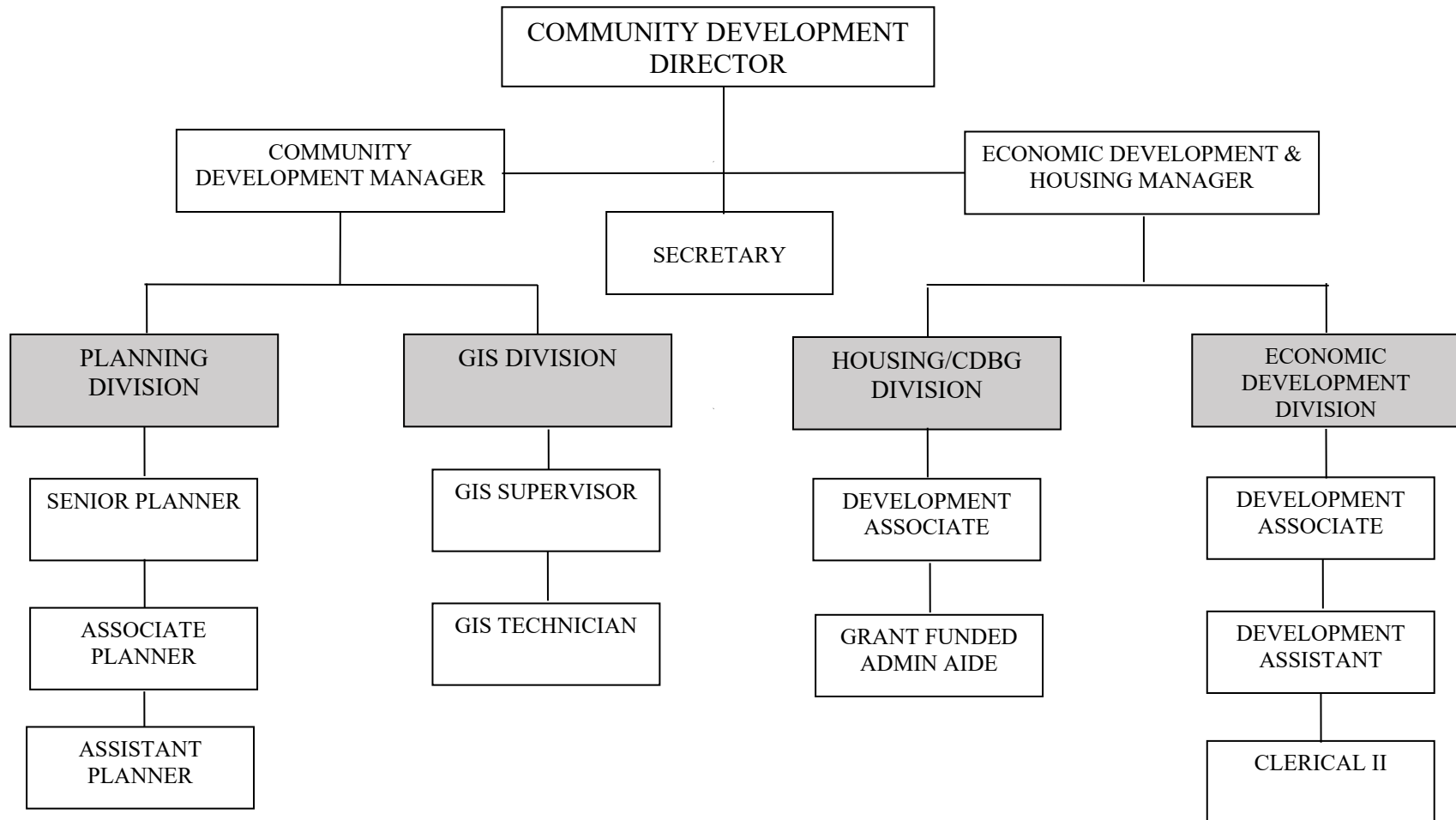
Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

**CURRENT COMMUNITY DEVELOPMENT
ORGANIZATION CHART
TOTAL OF 15 EMPLOYEES**



**PROPOSED COMMUNITY DEVELOPMENT
ORGANIZATION CHART
TOTAL OF 14 EMPLOYEES**



ECONOMIC DEVELOPMENT AND HOUSING MANAGER

DEFINITION

Under the general direction of the Community Development Director, the Economic Development and Housing Manager, plans, organizes and directs the City's development strategy; provides leadership, vision and strategic direction for community and economic development; and performs related duties as required.

REPRESENTATIVE DUTIES

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

1. Plans, organizes, directs, and administers current and advanced department activities for economic development, housing and community development projects and programs, and state/federal grant programs and activities; supervises such activities including processing of permits, applications, annual reports, and contracts.
2. Oversees and coordinates processing of all proposed industrial, commercial, and residential projects.
3. Assist the strategic planning, organization, and management of the Department, as well as prepare and manage Department budget, including the administration of Community Development Block Grant, HOME Investment Partnerships Program, and other grant funding sources.
4. Direct negotiation and implementation of real estate development agreements; coordinates City acquisition efforts and the disposition of land, manages the negotiation process and potentially assists with eminent domain actions; and coordinate tenant/owner relocation assistance as appropriate.
5. Prepares and presents reports to the City Council, and other organizations on matters related to economic development and housing and other related topics.
6. Acts as information source and confers with developers and contractors regarding planning, demographic, and land use requirements; addresses community organizations; serves on committees regarding development and other related activities.
7. Assists the department head(s) with development, preparation and administration of departmental budgets; prepares budget detail spreadsheets and reports; coordinates preparation processes with division managers and other staff; audits submitted reports and modifies as necessary; completes, reviews and analyzes requests and justifications; monitors expenditures and reconciles to allocations; assist with preparation of capital projects and other special reports.
8. Selects, trains, evaluates, and supervises division staff, directly and through subordinate supervisors.
9. Represents and supports the policies and procedures established by the City Council, City Manager, and Department Heads.

10. Promote good community relations. Serves as the City's primary business expansion advocate; encourages the retention and support existing businesses; and fosters the creation of new job opportunities.

EMPLOYMENT STANDARDS

Education and/or Experience: Graduation from an accredited college with a Bachelor's degree in business or public administration, finance, accounting or a related field. A Master's Degree is highly desirable. Five years of experience performing professional analytical work for a public agency that included budget development and three years of project management or supervisory experience in a public agency or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Principles, methods, and procedures applicable to the economic implications of commercial and residential development; local, state, and federal legislation governing agency jurisdiction, and the authority and responsibilities for Community Development activities; organizational structure and jurisdiction of governmental agencies and their interrelationship, responsibilities and functions; grant development and administration; and contract administration;

Ability to:

Manage state/federal grant activities and programs; organize and conduct research and studies; compose clear and thorough project reports and recommendations; make clear and factual verbal presentations to the Council, and public groups; direct others in the conduct of studies, programs, and projects; analyze and resolve unusual situations through application of City policy; develop comprehensive plans to satisfy future needs of department service; deal constructively with conflict and develop effective resolutions; establish and maintain cooperative working relationships; communicate effectively, both verbally and in writing; use related computer applications; supervise professional and/or other staff as assigned; and have a positive problem-solving orientation.

Additional Requirements:

Possession of, or ability to obtain, a valid California Driver's License within six months from the date of employment.

Physical Demands:

Sitting, standing, walking, some stooping, and bending. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects up to 25lbs. Such as files, stacks of paper and other reference materials. Moving from place to place within the office; some reaching for items below and above desk level.

WORKING CONDITIONS

The Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. A computer is used on a daily basis. Independent travel throughout the State may be required.

Date Adopted:

GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPERVISOR

DEFINITION

Under direction from the Community Development Director, performs a variety of technical tasks in support of Geographic Information System (GIS), such as creating, editing and analyzing GIS data; and performs other related work as required.

REPRESENTATIVE DUTIES

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

1. Perform work related to the operation and maintenance of the City's GIS, including the maintaining and modifying of databases, web maps and pages as necessary, as well as the preparation of maps and reports for use by other City Departments.
2. Develop and administer quality control standards for map and data attribute, data conversion, maintenance and output display. Create and update cartographic maps including scale, size, line patterns, colors, legend positions and other related items.
3. Work with departments to determine needs, and create or update GIS layer information. Update City's permitting systems' land information. Coordinate with Information Services on tasks relating to GIS including software, hardware and other city department needs.
4. Coordinate with Information Services on tasks relating to GIS including software, hardware and other city department needs. Oversee the process of accepting data from outside sources such as census data, FEMA flood zone maps, USGS quad maps, photogrammetric data, GPS data and other digital and analog sources
5. Prepares comprehensive reports; recommends appropriate alternatives and courses of policy action; assists with and makes presentations; follows up on action required. Research and track land records and recordings.
6. Assign, schedule, monitor and evaluate work of assigned personnel; participate in the hiring process for subordinate personnel.
7. Conducts research into administrative issues and concerns; evaluates alternatives through cost/benefit and other analysis techniques; writing policies, operating procedures, administrative manuals, ordinances, and resolutions; reviews current, proposed, revised and new legislation and notifies managers of possible impact on City operations.
8. Assists managers in writing policies, operating procedures, administrative manuals; reviews current, proposed, revised and new legislation and notifies managers of possible impact on City operation.
9. Works with City officials, co-workers and other interested parties to obtain information, clarify details and understand issues under study. Prepare and present long-range plans and status report for Department Heads, City Council, and GIS Team.

10. Assumes program coordinator responsibilities; organizes, schedules, and participates in workshops, community/business meetings, makes presentations at meetings.
11. Collect GIS related data in the field using GIS equipment, including knowledge and use of Trimble equipment and current surveying techniques.
12. Develop and maintain a positive and constructive working relationship with City employees in other Departments, including assisting system users with new and existing applications.
13. Represents and supports the policies and procedures established by the City Council, City Manager, Department Heads and Division Chiefs.

EMPLOYMENT STANDARDS

Education and/or Experience:

Graduation from an accredited college with a Bachelor's degree with major work in GIS, Geography, Computer Data Base Administration, Computer Science, Civil Engineering or a related field; five years of GIS experience that involved responsibilities for developing and maintaining GIS databases, producing maps, and working with ESRI suite of products, and three years of experience supervising professional staff is preferred, and/or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Arithmetic; data collection, tabulation and presentation techniques; graphic display and report writing styles and technique.

Ability to:

Collect, interpret, and analyze data; prepare complete graphic displays, organized and logical reports; read, understand, and interpret regulations, ordinances and technical documents; convey ideas clearly and concisely; compute percentages; understand GIS concepts; use of GIS and mapping software; assist, coordinate and supervise the work of others; exercise judgment; work under pressure; devise new methods and streamline procedures; prepare flow charts; interpret data; communicate effectively, both verbally and in writing understand and follow verbal and written instructions; establish and maintain cooperative working relationships with superiors, peers, subordinates and the general public; and type at a rate sufficient to perform duties.

Special Requirements

Possession or ability to obtain a valid California Driver's License

Physical Demands

Sitting, standing, walking, some stooping and bending; dexterity and coordination to handle files and single pieces of paper and other reference materials; occasional lifting of objects up to 25 lbs. such as files, stacks of paper and other reference materials; moving from place to place within an office; and some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise. A computer is used on a daily basis.

GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYST I

DEFINITION

Under supervision from the Community Development Director, performs a variety of routine technical tasks in support of Geographic Information System (GIS) tasks and projects, such as creating, editing and analyzing GIS data; and performs other related work as required.

DISTINGUISHING CHARACTERISTICS

The Geographic Information System (GIS) Analyst I is the entry and training class in the analyst series. Incumbents are given responsibility for less complex projects and programs.

REPRESENTATIVE DUTIES

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

1. Perform work related to the operation and maintenance of the City's GIS, including the maintaining and modifying of databases, web maps and pages as necessary, as well as the preparation of maps and reports for use by other City Departments.
2. Work with departments to determine needs, and create or update GIS layer information. Update City's permitting systems' land information. Create and update cartographic maps including scale, size, line patterns, colors, legend positions and other related items.
3. Prepares comprehensive reports; recommends appropriate alternatives and courses of policy action; assists with and makes presentations; follows up on action required. Research and track land records and recordings.
4. Collect GIS related data in the field using GIS equipment, including knowledge and use of Trimble equipment and current surveying techniques.
5. Develop and maintain a positive and constructive working relationship with City employees in other Departments, including assisting system users with new and existing applications.
6. May participate on task forces to address problems or issues related to governmental activities or community concerns.
7. Represents and supports the policies and procedures established by the City Council, City Manager, Department Heads and Division Chiefs.

EMPLOYMENT STANDARDS

Education and/or Experience:

Graduation from an accredited college with an Associate's degree or equivalent certificate in GIS or related field (or currently enrolled in a GIS or related degree/certificate program) and one year

of GIS experience that involved responsibilities for developing and maintaining GIS databases, producing maps, and working with ESRI suite of products; experience with MS Office Professional and Adobe Acrobat Professional and/or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Arithmetic; data collection, tabulation and presentation techniques; graphic display and report writing styles and technique.

Ability to:

Collect, interpret, and analyze data; prepare complete graphic displays, organized and logical reports; read, understand, and interpret regulations, ordinances and technical documents; convey ideas clearly and concisely; compute percentages; understand GIS concepts; use of GIS and mapping software; communicate effectively, both verbally and in writing understand and follow verbal and written instructions; establish and maintain cooperative working relationships with superiors, peers, subordinates and the general public; and type at a rate sufficient to perform duties.

Special Requirements:

Possession or ability to obtain a valid California Driver's License

Physical Demands:

Sitting, standing, walking, some stooping and bending; dexterity and coordination to handle files and single pieces of paper and other reference materials; occasional lifting of objects up to 25 lbs. such as files, stacks of paper and other reference materials; moving from place to place within an office; and some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise. A computer is used on a daily basis.



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Approval for Community Civic Event - Fil-Amer Association of California, Inc.
- Filipino Weekend Cultural Celebration - September 29, 2018

SOURCE: Finance

COMMENT: The Fil-Amer Association of California, Inc. is requesting approval to hold their annual Filipino Weekend Cultural Celebration at Veteran's Park on Saturday, September 29, 2018, from 6:00 a.m. to 10:00 p.m. The event is being held as a cultural celebration of the Filipino-American heritage with displays of folk dances, folksongs and Filipino cuisine. A car show will also take place at the event.

A motorcade with no street closures is requested for a procession using one lane around the park. In order not to impede or interfere with the normal flow of traffic, participants will abide by all traffic laws and rules of the road.

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

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Fil-Amer Association of California, Inc., subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

Before July 27, 2018
8/21/2018

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: 7/27/18 Event date: Sept. 29, 2018
Event time: 6:00 am - 10:00 pm

Name of Event: Filipino Weekend Cultural Celebration

Sponsoring organization: Fil-Amer Assn. of CA Incorporated Phone # (559) 359-1142
Address: 968 W. CLEO AVE Porterville, CA 93257

Authorized representative: Marilou A. Agapao Phone # (559) 359-1142
Address: 968 W. CLEO AVE Porterville, CA 93257

Event chairperson: Marilou A. Agapao Phone # (559) 359-1142

Location of event Porterville Veterans Park cor. Henderson Ave
(Location map must be attached)

Type of event: Cultural Event, Food Vending, Games, Singing, Basketball, Car Show, Cultural Dancing, updated materials.

Non-profit organization status: updated

(IRS Determination) BL# 9708 Bounce House

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

Barricades (quantity):	<u>N/A</u>	Street sweeping	Yes	No ☒
Police protection	Yes ☒ No ☒	Refuse pickup	Yes ☒	No
Other:	<u>N/A</u>			

Parks facility application required: Yes ☒ No ☐ Attached pd.

Assembly permit required: Yes ☒ No ☐ Attached ☐

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

_____ Authorized Representative Initial

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

_____ Authorized Representative Initials

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

_____ Authorized Representative Initials

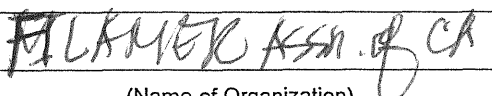
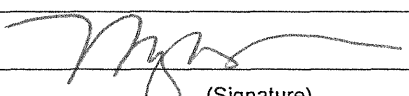
First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

_____ Authorized Representative Initials

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.

		7/27/18
(Name of Organization)	(Signature)	(Date)

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

Location: Porterville Veterans Post Event date: Sept. 29, 2018 Event time: 6:00 am - 10:00 am
cor. Henderson Ave

[illegible]

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

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

Sponsoring organization: Fil-Amer Assn. of CA Inc.

Event date: Sept. 29, 2018 Hours: 6:00^{am} - 10:00 pm

[illegible]

Requirements for Community Civic Event

Sponsor: Fil-Amer. Association of California
Event: Filipino Weekend Cultural Celebration
Event Chairman: Marilou A. Agpaoa
Location: Veterans Park
Date of Event: September 29, 2018

RISK MANAGEMENT: Conditions of Approval

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

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

Requirements for Community Civic Event
Fil-Amer. Association of California
Filipino Weekend Cultural Celebration
September 29, 2018

Finance Director:
M. Bemis

Assistant City Engineer:
J. Sanchez

Community Development Manager:
J. Phillips

Field Services Manager:
M. Knight

Fire Marshall:
M. Sandoval

No fireworks allowed.

Parks and Leisure Services Director:
D. Moore

Public vehicles, with the exception of the car show, are not permitted to park on grass during the event. Vendors may park one (1) vehicle at their booth.

Police Lieutenant:
R. Standridge

See attached staff comments on Exhibit B.

Administrative Services Director:
P. Hildreth

Please see attached Exhibit A, page 2.

CITY OF PORTERVILLE

APPLICATION FOR COMMUNITY CIVIC EVENT

Proposed Event:

Filipino-American Weekend Cultural Celebration - Veteran's Park – September 29, 2018

Staff Comments: Conditions/Requirements by Police Department

- No street closures have been mentioned, but all street closures require City Council approval.
- Participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or generally interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- Applicant has been advised that any part of their event which is outside of the jurisdiction of the City of Porterville and the Porterville Police Department is not covered under these staff comments. The applicant has been directed to contact the California Highway Patrol, Porterville Office for assistance.
- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event, unless appropriate permits have been obtained.
- Food vendors should provide inspection certificates from the Tulare County Health Department to event organizers, to ensure safe food products.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Private vehicles that are not participating or part of the car show shall only drive and/or park in the paved parking areas and may not drive or park on any areas other than the parking lots.
- Event organizers shall contact Porterville Police Lieutenants Brian Nix or Josh Maniss at 559-782-7410 or 559-782-7400 in advance of the event in order to determine additional policing concerns/requirements.

Rich Standridge / Lieutenant
Porterville Police Department

Exhibit B

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: Marilou A. Agapao
968 W. Cleo Ave; Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Porterville Veterans Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Rudy de Roca
Porterville, CA 93257
- 4 Type of event for which amplification equipment will be used: Cultural Event,
Singing, dancing cultural, bands
- 5 Dates and hours of operation of amplification equipment: Sept. 29, 2018 From 8:00^{am}
8:00 pm
- 6 A general description of the sound amplifying equipment to be used: mixer, microphone,
speaker, tape CD player.

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 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.

Marilou A. Agapao
Signature of Applicant

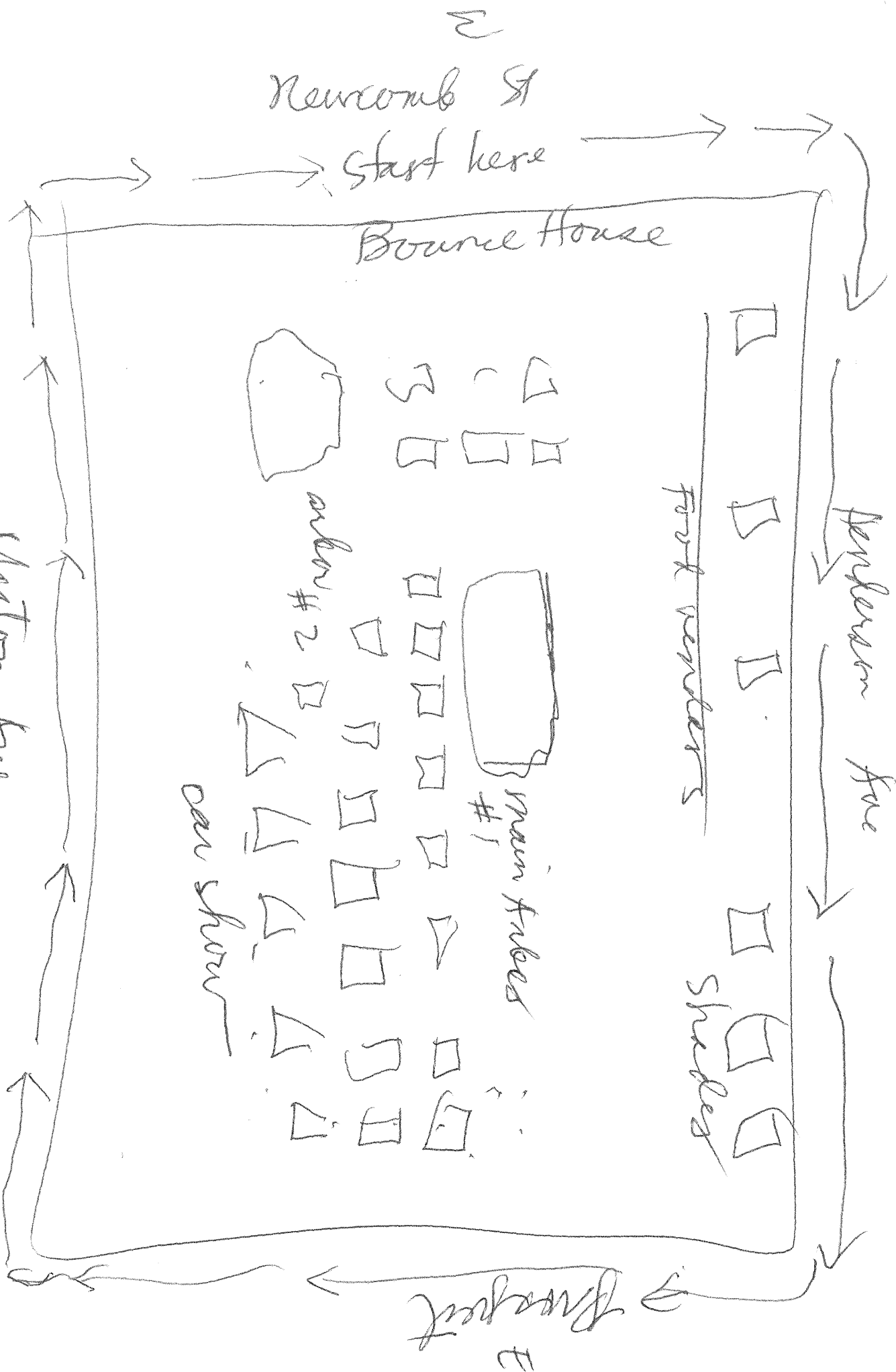
7/27/2018
Date

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.

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

8-8-18
Date

X1
Map + Floor of
Metcalle





FILAMER-01

KMCNUTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2018

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).

PRODUCER INSURICA Express 2420 Springer Dr, Suite 105 Norman, OK 73069	CONTACT NAME:	
	PHONE (A/C, No, Ext): (405) 310-1583	FAX (A/C, No): (405) 556-2332
INSURED Fil-Amer Association of California, Inc. 968 West Cleo Avenue Porterville, CA 93257	E-MAIL ADDRESS: service@INSURICAexpress.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
18058		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		EV35673	09/29/2018	09/30/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/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)
Additional Insured: Porterville Public School District - Bartlett Middle School

Additional Insured: City of Porterville - Veterans Park

CERTIFICATE HOLDER

CANCELLATION

City of Porterville - Veterans Park
1501 W Henderson Ave
Porterville, CA 93257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.
2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: City of Porterville Conflict of Interest Code - Biennial Report and Proposed Amendment

SOURCE: Administrative Services

COMMENT: Government Code Section 87300 et seq. sets forth provisions pertaining to the requirement of agencies to adopt a Conflict of Interest Code. The statute requires that during every even-numbered year, local agencies must submit to their code reviewing body a biennial report which either identifies necessary amendments in its code, or provides a statement which indicates no amendments are necessary. If it is determined that an amendment of the code is necessary, said amendments are required to be submitted to the code reviewing body for consideration and adoption within 90 days of the report.

The City Council is the code reviewing body for the City of Porterville, and the City Manager serves as the Administrative Supervisor of the Conflicts and Disclosure Monitor Agency. The City Manager, as Administrative Supervisor, has reviewed the City's Conflict of Interest Code, and has proposed amendments to include positions which must be designated, revise the titles to reflect reclassifications and/or reorganizations; and delete the titles of positions that have been abolished.

RECOMMENDATION: That the City Council:

1. Accept the Conflicts and Disclosure Monitor Agency 2018 Biennial Report; and
2. Direct staff to amend said report for Council's approval within ninety (90) days.

ATTACHMENTS:

1. 2018 Conflicts & Disclosure Monitor Agency Report
2. Proposed Conflict of Interest Code

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

CONFLICTS AND DISCLOSURE MONITOR AGENCY
2018 BIENNIAL REPORT
FOR
THE CITY OF PORTERVILLE

This Agency has reviewed its Conflict of Interest Code and has determined that:

☒ An amendment is required. The following amendments are necessary:

 X Include positions which must be designated.

 X Revise the titles/departments to reflect reclassifications and/or reorganizations.

 X Delete the titles of positions that have been abolished.

 Delete the positions that manage public investments.

 Revise disclosure categories.

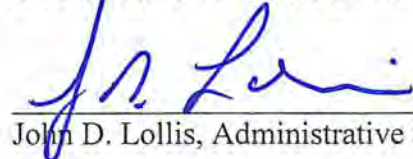
 Other

☐ No amendments are necessary. Our Agency's Code accurately designates all positions which make or participate in the making of governmental decisions; the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and the Code includes all other provisions required by Government Code Section 87302.

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in governmental decisions.

Dated this 16th day of August, 2018.

CONFLICTS AND DISCLOSURE MONITOR AGENCY



John D. Lollis, Administrative Supervisor

PROPOSED
2018 CONFLICT OF INTEREST CODE OF THE
"CONFLICTS AND DISCLOSURE MONITOR AGENCY" OF THE
CITY OF PORTERVILLE

SECTION 1. Establishment. The City Council of the City of Porterville has heretofore established a Conflicts and Disclosure Monitor Agency (hereinafter "Agency") having jurisdiction as set forth herein over all officers, officials, and employees of the City. The City Manager shall be the Administrative Supervisor of such Agency with authority to act for and on behalf of such Agency. Such Agency shall not affect the duties, responsibilities, or chain of command of any Department, Board, or Commission except to administer and enforce the requirements, rules, and regulations set forth herein. The City Council shall be deemed the "Code Reviewing Body" of said Agency pursuant to the provisions of Section 87300 et seq. of the Government Code.

SECTION 2. Purpose. The Conflicts and Disclosure Monitor Agency of the City of Porterville hereby adopts this document as its "Conflict of Interest Code" in accordance with the requirements of the Political Reform Act of 1974.

SECTION 3. Designated Positions. The positions listed on Exhibit "A" attached hereto are designated positions. Officers and employees holding those positions are designated employees and are deemed, for the purposes of this Code, to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employees by virtue of his or her position.

SECTION 4. Disclosure Statements. Each such designated employee shall file disclosure statements disclosing reportable investments, business positions, interests in real property, and income, to the

extent required by the Act, and on forms prescribed by the Fair Political Practices Commission and supplied by the City Clerk.

SECTION 5. Place and Time of Filing.

- A. All designated employees required to file disclosure statements shall file same with the City Clerk, as Secretary to the Code Reviewing Body.
- B. A designated employee required to submit a disclosure statement shall file their initial statement within thirty (30) days after the effective date of this Code disclosing reportable investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12-months before the effective date of the Conflict of Interest Code.
- C. Individuals hereafter appointed to designated positions shall file his or her initial statement within thirty (30) days after assuming office disclosing reportable investments, business positions, and interests in real property held on, and income received during the twelve (12) months before, the date of assuming office.
- D. After the initial filing, each person holding a designated position, shall, on or before the first day of April of each calendar year, file an annual disclosure statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year, or since the date the designated employee took office if during the calendar year. Such annual statements shall cover the period of the preceding calendar year.
- E. Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

F. Any designated employee who resigns their position within twelve (12) months following initial appointment or within thirty (30) days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within thirty (30) days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

1. File a written resignation with the appointing power.
2. File a written statement with the filing officer on a form prescribed by the Commission and signed under the penalty of perjury stating that the individual during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

G. A designated employee required to file a statement of economic interest with any other public agency whose disclosure requirements are comparable hereto, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with such other agency, in lieu of an entirely separate statement.

SECTION 6. Contents of Disclosure Statements. Disclosure statements shall be submitted on forms supplied by the City Clerk, and shall contain the following information:

A. Disclosure of Investment or Interest in Real Property.

1. When an investment or an interest in real property is required to be disclosed the statement shall contain:
 - a. A statement of the nature of the investment or interest;

- b. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
- c. The address or other precise location of the real property;
- d. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), whether it exceeds one hundred thousand dollars (\$100,000) but does not exceed one million dollars (\$1,000,000), or whether it exceeds one million dollars (\$1,000,000);
- e. In the case of a statement filed under Government Code Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- f. For purposes of disclosure, interest in real property does not include the principal residence of the filer or any other property which the filer utilizes exclusively as a personal residence of the filer.

B. Disclosure of Income.

- 1. When income is required to be reported the statement shall contain, except as provided in Government Code Section 87207(b):
 - a. The name and address of each source of income aggregating five hundred (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
 - b. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred (\$500) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but not greater than ten thousand dollars (\$10,000), whether it was in excess

of ten thousand dollars (\$10,000) but not greater than one hundred thousand dollars (\$100,000), or whether it was greater than one hundred thousand dollars (\$100,000);

- c. A description of the consideration, if any, for which the income was received;
 - d. In the case of a gift, the amount and the date on which the gift was received;
 - e. In the case of a loan, the annual interest rate and the security, if any, given for the loan, and the term of the loan.
2. When the filer's pro rata share of income to a business entity, including income to a sole proprietorship, is required to be reported, the statement shall contain:
- a. The name, address, and a general description of the business activity of the business entity;
 - b. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
3. When a payment, including an advance or reimbursement, for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
4. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, or as to which he or she is a paid consultant, a

description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity. If the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or has done business, or plans to do business in the jurisdiction at any time during the two years prior to the date of the statement, it is required to be filed.

5. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired to disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal;

SECTION 7. Prohibition on Receipt of Honoraria. No member of the City Council or candidate for the office of City Council shall accept any honorarium. No designated employee shall accept any honorarium from any source if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. Subdivisions (b) of Government Code Section 89502 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

SECTION 8. Prohibition on Receipt of Gifts in Accordance with Government Code Section 89503. No member of the City Council, candidate for the office of City Council, or designated employee shall accept any gifts with a total value of more than the statutory annual limit in a calendar year from any single source, as adjusted biennially pursuant to Section 89503(f).

SECTION 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the employee or a member of his or her immediate family or on:

- A. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- B. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;
- C. Any source of income, other than gifts or loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made;
- D. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- E. Any donor of, or any intermediary or agent for a donor of, a gift or gifts in an aggregate amount of the limit or more as specified in Government Code Section 89503 (as adjusted biennially by State law) provided to, received by, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.
- F. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.
- G. For purposes of this Section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a designated employee, by an agent on behalf of a designated employee, or by a business entity or trust in which the employee, the employee's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

1. Notwithstanding subdivision (c) of Government Code Section 87103, a retail customer of a business entity engaged in retail sales of goods or services to the public generally is not a source of income to a designated employee who owns a 10-percent or greater interest in the entity if the retail customers of the business entity constitute a significant segment of the public generally, and the amount of income received by the business entity from the customer is not distinguishable from the amount of income received from its other retail customers.

SECTION 10. Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor. This notice shall be forwarded to the Administrative Supervisor, who shall record the employee's disqualification. Upon receipt of such statement, the Administrative Supervisor shall immediately arrange for the matter to be reassigned to another employee.

SECTION 11. Interpretation. In the event of any ambiguity in these rules as to interpretation, construction, or applicability, the Administrative Supervisor shall, by written instrument, clarify such ambiguity. Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114, or from the City Attorney, provided that nothing in this section requires the attorney for the City to issue any formal or informal opinion.

SECTION 12. Violation. Violation of any provision of this Code, including: (1) willful failure to file, or timely file, any requisite Disclosure Statement, (2) willful failure to disclose any financial or other interest required to be disclosed in such Disclosure Statement, or (3) filer's willful failure to disqualify himself or herself as required herein, shall be grounds for discipline or removal from office, pursuant to

Government Code Section 91003.5. Upon ascertaining any such violation, the Administrative Supervisor shall report the same to the appointing official for appropriate proceedings. Such violation shall not, however, invalidate or otherwise affect any decision or action to which such violations might relate. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, Government Code Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

SECTION 13. Effective Date. The City of Porterville Conflict of Interest Code, and any amendments to said Code, shall become effective immediately upon passage and approval by the City Council.

Adopted this ____ day of _____, 2018.

CONFLICTS AND DISCLOSURE MONITOR AGENCY

John D. Lollis, Administrative Supervisor

2018 DESIGNATED EMPLOYEES*
EXHIBIT "A"

- A. ADMINISTRATION:
 - 1. Deputy City Manager

- B. DEPARTMENT DIRECTORS:
 - 1. Administrative Services Director
 - 2. Community Development Director
 - 3. Fire Chief
 - 4. Parks and Leisure Services Director
 - 5. Police Chief
 - 6. Public Works Director

- C. DEPARTMENTAL EMPLOYEES AS FOLLOWS:
 - 1. Community Development Department:
 - a. Community Development Manager
 - b. ~~Project Manager~~ **Economic Development & Housing Manager**
 - c. Associate Planner

 - 2. Finance Department:
 - a. ~~Purchasing Agent~~
 - b. Information Technology Manager
 - c. ~~Accountant~~ **Administrative Analyst**

 - 3. Fire Department:
 - a. Battalion Chief
 - b. ~~Fire Prevention Officer~~
 - c. Code Enforcement Officer I
 - d. **Code Enforcement Officer II**

 - 4. Parks & Leisure Services Department
 - a. City Librarian
 - b. Parks Superintendent

 - 5. Police Department:
 - a. Police Captain
 - b. Police Lieutenant

 - 6. Public Works Department
 - a. Deputy Public Works Director/City Engineer
 - b. Deputy Public Works Director/Field Services Manager
 - c. Assistant City Engineer
 - d. Chief Building Inspector
 - e. Building Inspector
 - f. Public Works Inspector

- D. CONSULTANTS: Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations:

The Administrative Supervisor may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Administrative Supervisor's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

* This designation does not include the following City officials or employees required to report their financial interests pursuant to Article 2 of Chapter 7 of the Act, Government Code Sections 87200, et seq.:

- a. City Council Members
- b. City Manager
- c. City Attorney
- d. Finance Director



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Request for Proclamation - Library Card Sign-Up Month - September 2018

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

Library staff has requested that the Council consider approval of a proclamation to proclaim September 2018 as "Library Card Sign-Up Month." Council Member Hamilton is sponsoring this proclamation request. If approved, staff requests that the proclamation be presented at the City Council meeting of September 4, 2018.

RECOMMENDATION: That the City Council consider approval of the request to proclaim September 2018 as "Library Card Sign-Up Month."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 8-13-18

Name of Event/Individual: Library Card Sign Up Month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville City Library

Name of Contact Person: Vikki Cervantes

Address: 41 W. Thurman Ave

Phone: Ext 7495 FAX: _____

E-mail: vikki.cervantes@sjvls.org

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: Month of September

Date of Council Meeting to be presented, if applicable: 9-4-18
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Library Patron

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 8/13/18 Sponsored by: Hamilton Date: 8/13/18

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

Library Card Sign-up Month 2018

Whereas, a library card is the most important school supply of all;

Whereas, libraries play an important role in the education and development of children;

Whereas, library programs serve students of all ages, from early literacy to homework help to GED classes;

Whereas, libraries empower all people to pursue their interests, discover their passions and achieve their highest potential as learners and citizens;

Whereas, librarians bring communities together, creating welcoming and inclusive spaces for students of all backgrounds to learn together;

Whereas, libraries are constantly transforming and expanding their services to meet the needs of the communities they serve;

Whereas, libraries promote equity, making digital technology and information equally accessible to all;

Whereas, be it resolved that I, Milt Stowe Mayor of the City of Porterville, proclaim September Library Card Sign-up Month in Porterville, California and encourage everyone in our community to sign up for their own library card today.



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Request for Proclamation - Constitution Week - September 17-23, 2018

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the City Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

Pat Holly, on behalf of the Daughters of the American Revolution Alta Mira Chapter, has requested that the Council consider approval of a proclamation to proclaim September 17-23, 2018, as "Constitution Week." Council Member Hamilton is sponsoring this proclamation request. If approved, the applicant will pick up the proclamation for presentation at an event on September 16, 2018.

RECOMMENDATION: That the City Council consider approval of the request to proclaim September 17-23, 2018, as "Constitution Week."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

AUG - 6 2018

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 8/6/2018

Name of Event/Individual: Constitution Week
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Alta Mira Chapter, NSDAR

Name of Contact Person: Pat Holly

Address: 33459 Globe Drive

Phone: 783-3265 FAX: _____

E-mail: paholly@csn.net

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☒ call for pick-up

Date(s) of Event: September 16, 2018

Date of Council Meeting to be presented, if applicable: September 4, 2018 or August 21, 2018
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Pat Holly or Deanna Petters

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

The mayor or other city representative is invited to present this proclamation in person at

All requests require a sponsorship by a member of the Council prior to being placed on a City the Bells Council Agenda for consideration, and are subject to approval by a majority of the Council. Across America
Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 8/6/18 Sponsored by: Hamilton Date: 8/2/18

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

Program on
Sept. 16
(Sunday)
3:30-4:30
First Congrega-
tional Church
4th & Mill
Porterville



NEWS

DAR National Headquarters
1776 D Street NW
Washington, DC 20006
www.dar.org

Press contact:

(Name) Pat Holly

(Phone) 559 783 3265

(Email) paholly@ocsnet.net

FOR IMMEDIATE RELEASE

August 1, 2018

**CELEBRATE THE FOUNDATION OF AMERICA
DAR Promotes Constitution Week**

There are two documents of paramount importance to American history: the Declaration of Independence, which forged our national identity, and the United States Constitution, which set forth the framework for the federal government that is still in use today. While Independence Day is a beloved national holiday, fewer people know about Constitution Week, an annual commemoration of the living document that upholds and protects the freedoms central to our American way of life. This year, the annual celebration begins September 17, 2018.

The Daughters of the American Revolution (DAR) initiated the observance in 1955, when the organization petitioned the U.S. Congress to dedicate September 17–23 of each year to the commemoration of Constitution Week. Congress adopted the resolution, and on August 2, 1956, President Dwight D. Eisenhower signed it into Public Law #915. The celebration's goals are threefold: to encourage the study of the historical events that led to the framing of the Constitution in September 1787; to inform people that the Constitution is the basis of America's great heritage and the foundation of our way of life; and to emphasize U.S. citizens' responsibility to protect, defend and preserve the Constitution.

DAR has been the foremost advocate for the awareness, promotion and celebration of Constitution Week. This annual observance provides innumerable opportunities for educational initiatives and community outreach, two mission areas of crucial importance to the National Society's work. By fostering knowledge of and appreciation for the Constitution and the inalienable rights it affords to all Americans, DAR helps to keep alive the memory of the men and women who secured our nation's independence, whose bravery and sacrifice made possible the liberties we enjoy today.

"The framers created a Constitution that translated into law the ideals upon which our nation was built," said DAR President General Ann Dillon. "Their vision was so forward thinking that their words still guide us today. No American history education can be complete without a thorough understanding of the impact the Constitution has had on the lives of American citizens past and present."

One of the largest patriotic women's organizations in the world, DAR has more than 185,000 members in approximately 3,000 chapters across the country and even in numerous foreign countries. DAR strives to promote historic preservation, education and patriotism via commemorative events, scholarships and educational initiatives, citizenship programs, service to veterans, meaningful community service, and more. For additional information about DAR and its programs, visit www.dar.org.

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2018, marks the two hundred and thirty-first anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, MILT STOWE, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim the week of September 17 through 23, 2018, as,

"CONSTITUTION WEEK"

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

PROCLAIMED this 17th day of September, 2018.

Milt Stowe,
Mayor

Brian E. Ward,
Vice Mayor

Cameron J. Hamilton,
Council Member

Monte Reyes,
Council Member

Martha A. Flores,
Council Member



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Request for Proclamation - Adult Literacy Awareness Month - September 2018

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

Library staff has requested that the Council consider approval of a proclamation to proclaim September 2018 as "Adult Literacy Awareness Month." Council Member Flores is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the City Council meeting of September 4, 2018.

RECOMMENDATION: That the City Council consider approval of the request to proclaim September 2018 as "Adult Literacy Awareness Month."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 8-13-18

Name of Event/Individual: Adult Literacy Awareness Month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: City Library

Name of Contact Person: Rebecca Jaramila

Address: _____

Phone: Ext 7493 FAX: _____

E-mail: rebecca.jaramila@cityofporterville.org

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: Month of September

Date of Council Meeting to be presented, if applicable: 9-4-18
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

An Adult learner and/or tutor

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 8/13/18 Sponsored by: Flores Date: 8/13/18

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

2018 Adult Literacy Awareness Month Proclamation

Whereas: nearly 23 percent of California's adults lack basic literacy skills and these adults with low literacy skills struggle to fill out a job application, write a resume, read a voter's guide or help their children with homework;

Whereas: the California Legislature established California Library Literacy Services in 1984 to promote literacy by providing services to English-speaking adult learners and their families through California's public libraries; and

Whereas: the Porterville City Library's Adult Learning Center mission is "To provide free one-on-one-literacy instruction to empower adults to succeed as individuals and members of our community";

Whereas: volunteers of Porterville City Library Adult Literacy Program help adults annually to improve their basic literacy skills so they can achieve their goals and function more effectively at home, in the community, at work and as lifelong learners, and;

Whereas: to advance literacy today, action is needed to advance literacy leadership at all levels – from educators to government, philanthropic and business leaders and the community at large.

Now, Therefore, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim the month of September 2018, as, **"Adult Literacy Awareness Month"**



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Assignment of Airport Lease - Lot 34B

SOURCE: Finance

COMMENT: Mr. Donald E. Cornforth, M.D., the current leaseholder of Lot 34B, has sold his hangar to Mr. Orville Allen Ennis and Mrs. Susan Eva Ennis, Trustees of The Ennis Family Revocable Trust dated July 8, 2005. The new owners are requesting Council authorization to assume the existing lease between the City of Porterville and Donald E. Cornforth, M.D. effective August 21, 2018 and expiring May 31, 2024.

RECOMMENDATION: That the City Council approve the Assignment of the Airport Lease for Lot 34B between the City of Porterville and Donald E. Cornforth, M.D., to Orville Allen Ennis and Susan Eva Ennis, Trustees of The Ennis Revocable Trust dated July 8, 2005; and authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:

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

Appropriated/Funded:

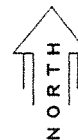
Review By:

Department Director:

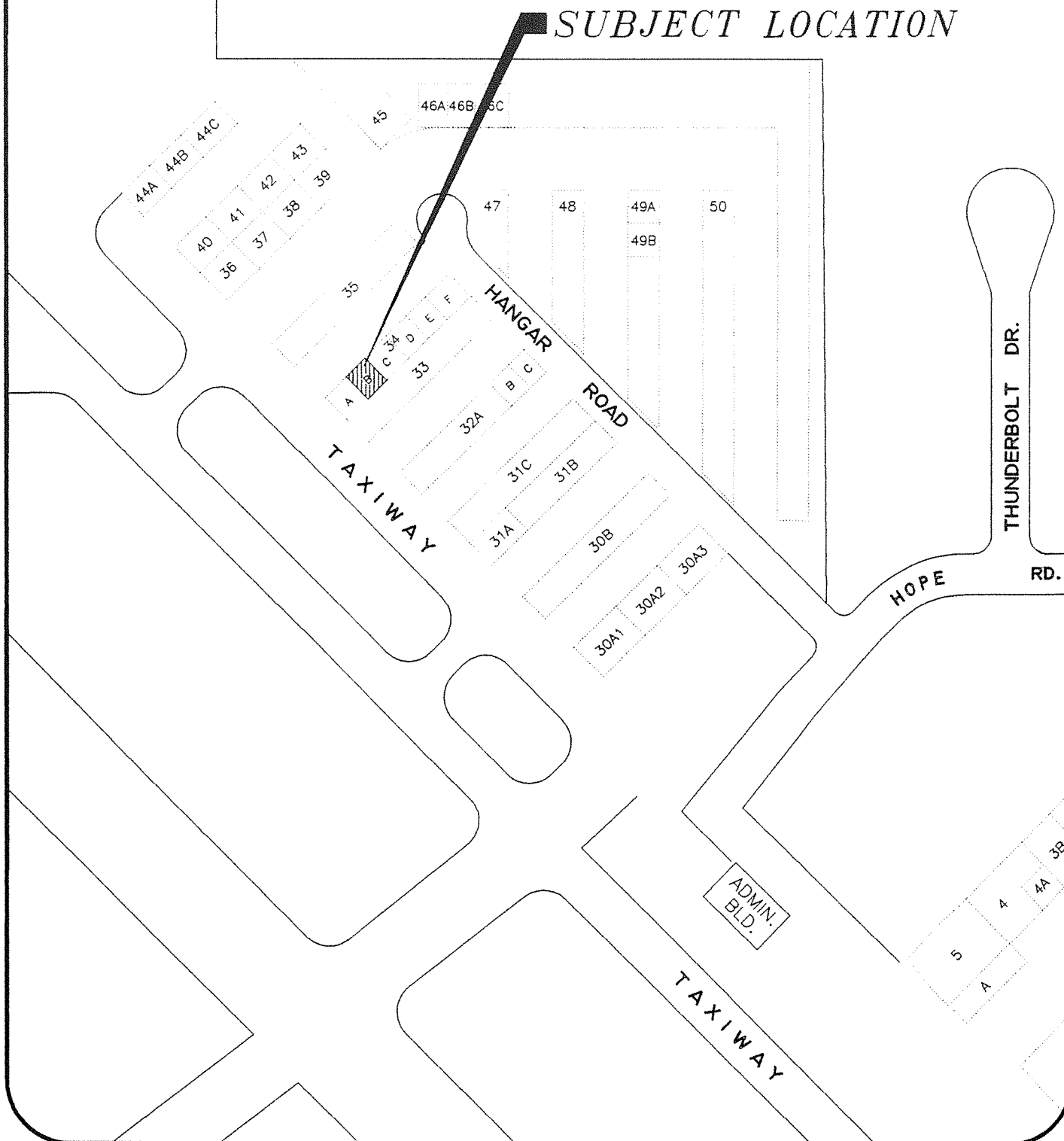
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



SUBJECT LOCATION



**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 21st day of August, 2018, by and between Donald E. Cornforth, M.D., P.O. Box 2103, Bakersfield, CA, owner of a hangar on Lot 34B at the Porterville Municipal Airport, as the Assignor, and Orville Allen Ennis and Susan Eva Ennis, Trustees of The Ennis Family Revocable Trust dated July 8, 2005, 1700 Ashe Road, Unit 4, Bakersfield, CA, as the Assignee.

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

1. Effective August 21, 2018, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated June 1, 2014 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Bruce Kaiser, as the original Lessee, and assumed by Donald E. Cornforth, M.D., on December 20, 2016, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport hangar Lot No. 34B, containing a total area of approximately 2,350 square feet, and establishing a Lease terminating on May 31, 2024.

2. Effective August 21, 2018, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

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

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

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

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

ASSIGNOR:

BY: _____
Donald E. Cornforth, M.D.

ASSIGNEE:

The Ennis Family Revocable Trust
dated July 8, 2005

BY: _____
Orville Allen Ennis, Trustee

BY: _____
Susan Eva Ennis, Trustee

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 34B**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 34B, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease upon the expressed condition, however, that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 21st day of August, 2018.

CITY OF PORTERVILLE

BY: _____

Milt Stowe
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST:

John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

August 7 , 2018

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

To Whom It May Concern:

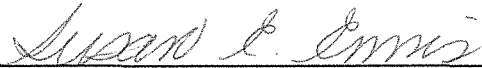
This is to inform you that we have purchased the hangar on Lot 34B and would like to assume the lease.
Attached is a Bill of Sale from the Owner, Donald E. Cornforth, M.D., Inc.

Sincerely,

The Ennis Family Revocable Trust dated July 8, 2005

A handwritten signature in black ink, appearing to read "Orville Allen Ennis", written over a horizontal line.

Orville Allen Ennis, Trustee

A handwritten signature in black ink, appearing to read "Susan E. Ennis", written over a horizontal line.

Susan E. Ennis, Trustee

BILL OF SALE

Airplane Hanger
1835 Newcomb Street Unit 34B
Porterville, CA 93257

Esc. Officer: Naida Carlton/Julia Factor
Escrow No.: FTKE-3011802241NCJF
Project:

Effective Date: August 7, 2018

In consideration of the sum of Twenty-Seven Thousand Five Hundred And No/100 Dollars (\$27,500.00) receipt which is hereby acknowledged,

Donald E. Cornforth, M.D., Inc., a California corporation
hereby sells and conveys to

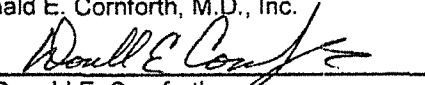
Orville Allen Ennis and Susan Eva Ennis, Trustees of the The Ennis Family Revocable Trust dated July 8, 2005,
his executors, administrators and assigns airplane hanger
located at: 1835 Newcomb Street Unit 34B, Porterville, CA 93257

Sellers for his heirs, executors and administrators, covenants and agrees to warrant and defend this sale of said property, goods, and chattels, against all and every person and persons claiming the same.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Donald E. Cornforth, M.D., Inc.

BY:


Donald E. Cornforth

8-3-2018

Date



CITY COUNCIL AGENDA – AUGUST 21, 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 August 7, 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

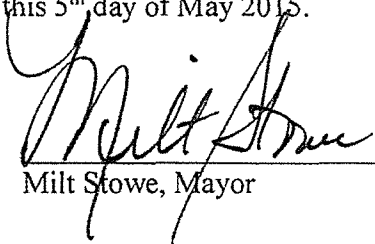
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

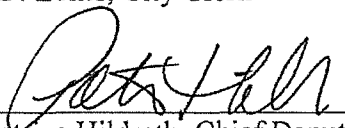
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. [Signature] for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

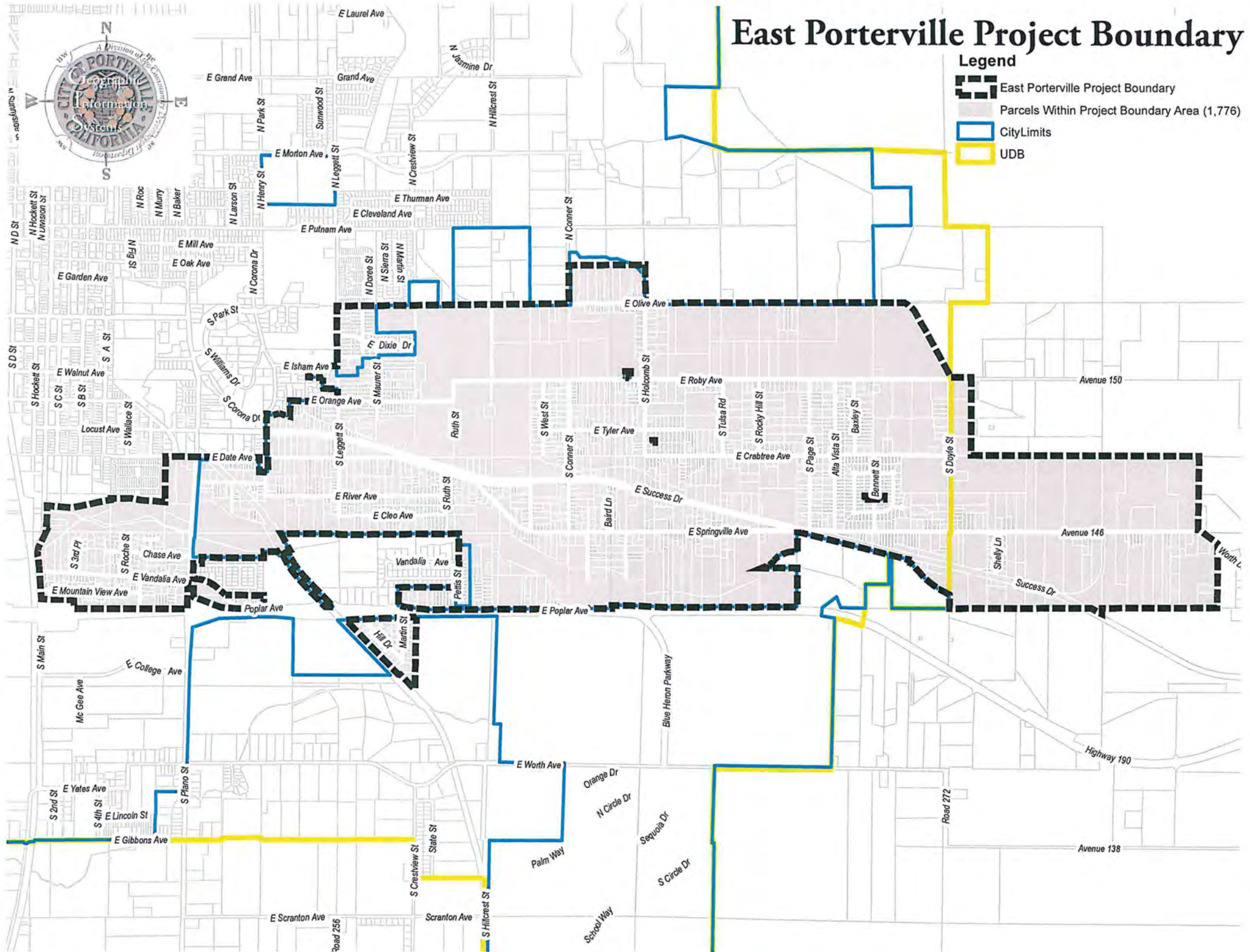


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

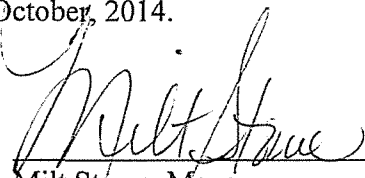
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

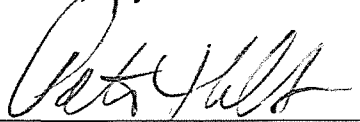
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

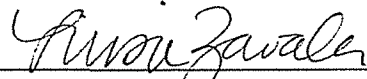
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

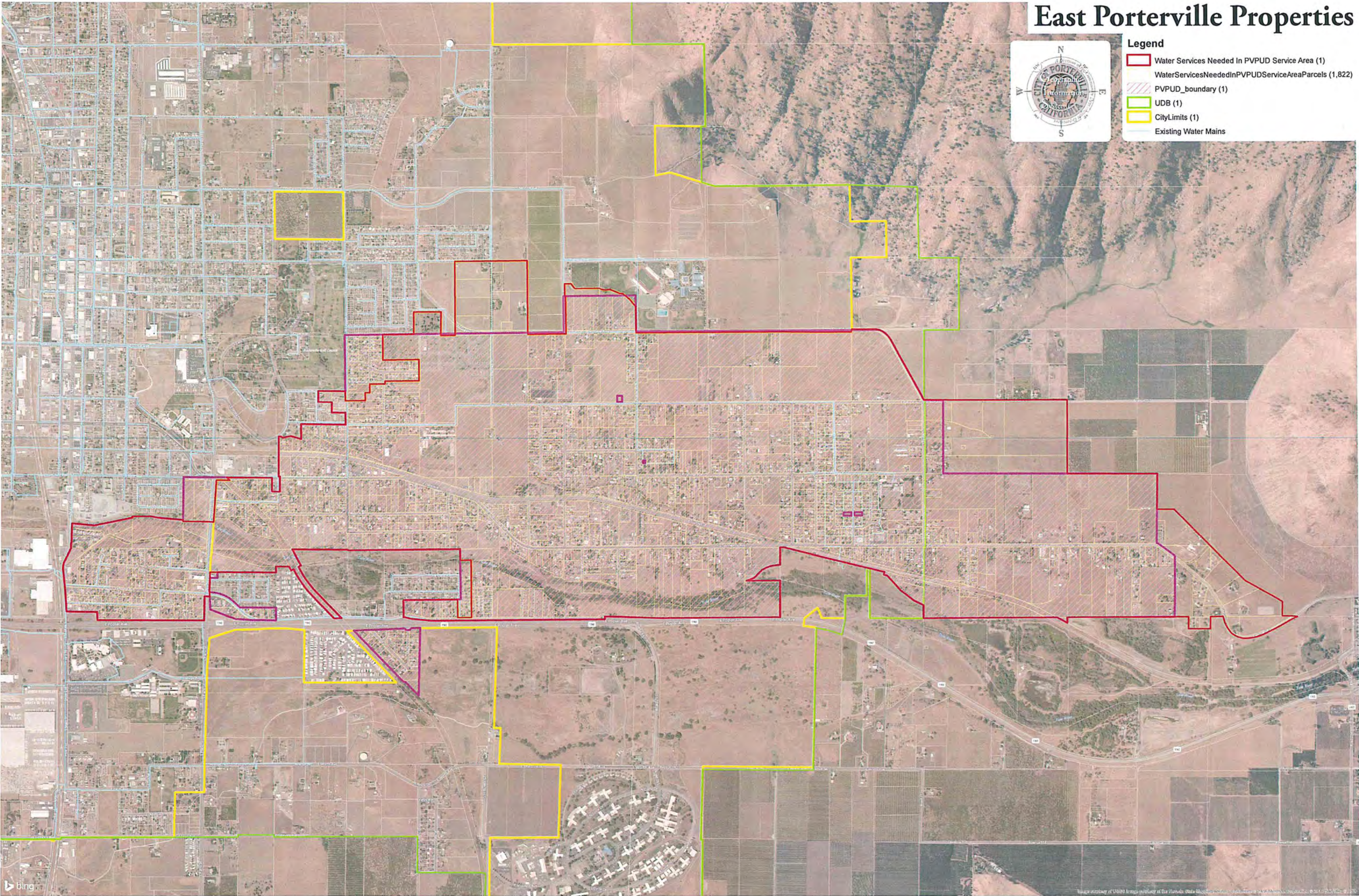
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

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

JOHN D. LOLLIS, City Clerk

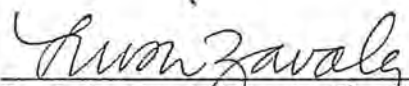

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



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 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



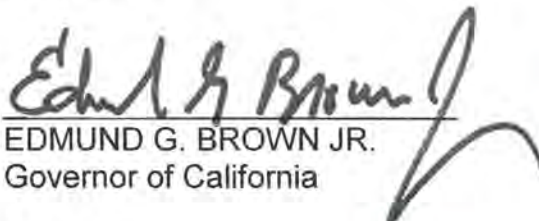
shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing 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 21, 2018

SUBJECT: Formation of the Sewer Utility District Area 456 A, B, C & E Henderson Avenue

SOURCE: Public Works

COMMENT: This is the time and place set forth for the Public Hearing on the formation of the Area 456 A, B, C, and East Henderson Avenue Sewer Utility Districts. Ballot and information materials were distributed on June 27, 2018, to Area 456 A, B, C, and East Henderson Avenue stakeholders. The official end to the ballot process is at the end of tonight's Public Hearing. Property owners have until then to submit ballots in support or opposition to the formation of the District and the imposition of the assessment.

Assessments for the District were determined in the Engineering Report and accepted by the City Council on July 17, 2018. Pursuant to the notices provided to the property owners, assessments per lot were determined by lot acreage divided by contractor bid plus 10% contingency, bid lateral cost plus 10% contingency, and a \$290.04 per lot construction management fee (5% of bid). The City proposes the following:

1. If Area 456 A, B, C, and East Henderson Avenue Sewer Utility District Passes:
 - a) Property owners receive a one-time assessment calculated using final construction costs or cost based on the City's Schedule 'H', whichever is the lesser amount, payable over 30 years adjusted 3% interest compounded annually and billed through the Tulare County Assessor's Office beginning December 2019, or December 2020, depending on acceptance of project by City Council.
 - b) At time of connection, property owner or plumbing contractor secures a plumbing permit and abandons septic system to County standards. Monthly service charge begins at time of connection.
 - c) Property owners who do not want collection of the assessment to occur via the above-mentioned method have until June 30, 2019, or June 30, 2020, depending on acceptance of project by City Council, to inform the City of that in writing by signing a declination to participate form once final costs have been calculated. These property owners shall pay connection fees per Exhibit "H" thereafter.
2. If Area 456 A, B, C, and East Henderson Avenue Sewer Utility District Fails:
 - a) Sewer mains and laterals are installed per plans and specifications.
 - b) Property owners wishing to connect to the City's sewer system shall secure a

plumbing permit, abandon existing septic system per County standards and pay all connection fees based on actual construction costs, adjusted 3% interest compounded annually, or per the City's Exhibit "H", "Connection Fees" schedule, whichever is the lesser amount.

The number of ballots makes it infeasible to tabulate and announce whether a Sewer Utility District has been formed or not formed during the Public Hearing. Staff recommends that the City Council direct the City Clerk to count and tabulate the votes on August 22, 2018, at 1:30 p.m. in the Pete V. McCracken Conference Room, located in City Hall. The tabulation process is open to the public. The results will be presented at the September 4, 2018, Council meeting. No assessment may be imposed if a "majority protest" exists. A "majority protest" exists if the ballots submitted in opposition exceed the ballots submitted in favor of the assessment.

RECOMMENDATION: That the City Council:

1. Open the Public Hearing, take comments and accept any ballots; and
2. Instruct the City Clerk to receive all ballots, and count said votes on August 22, 2018, in the Pete V. McCracken Conference Room, located in City Hall, at 1:30 pm and report to the Council the outcome of the voting at the September 4, 2018, Council meeting.

ATTACHMENTS: 1. Area 456 A, B, C, and East Henderson Locator Maps

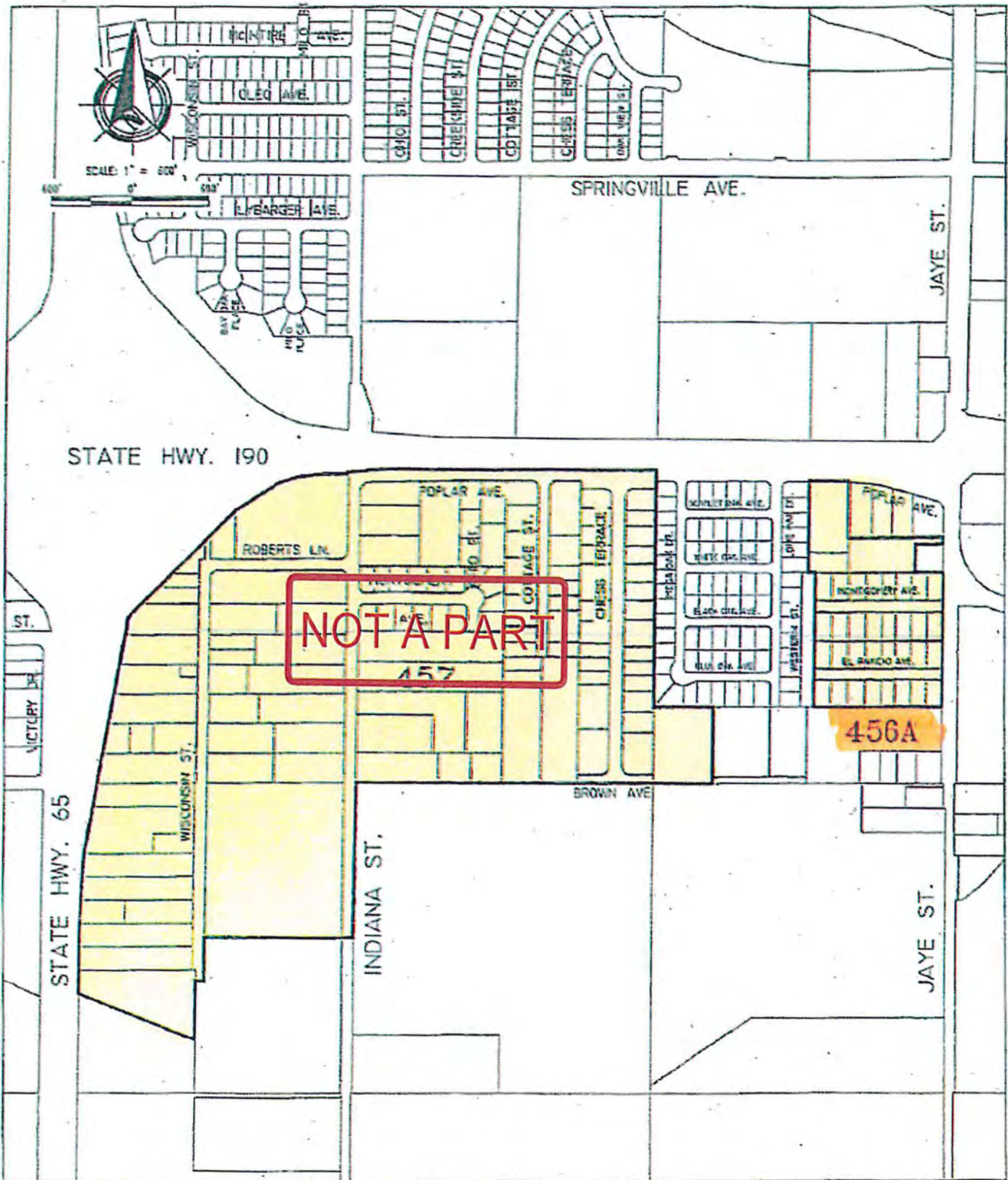
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

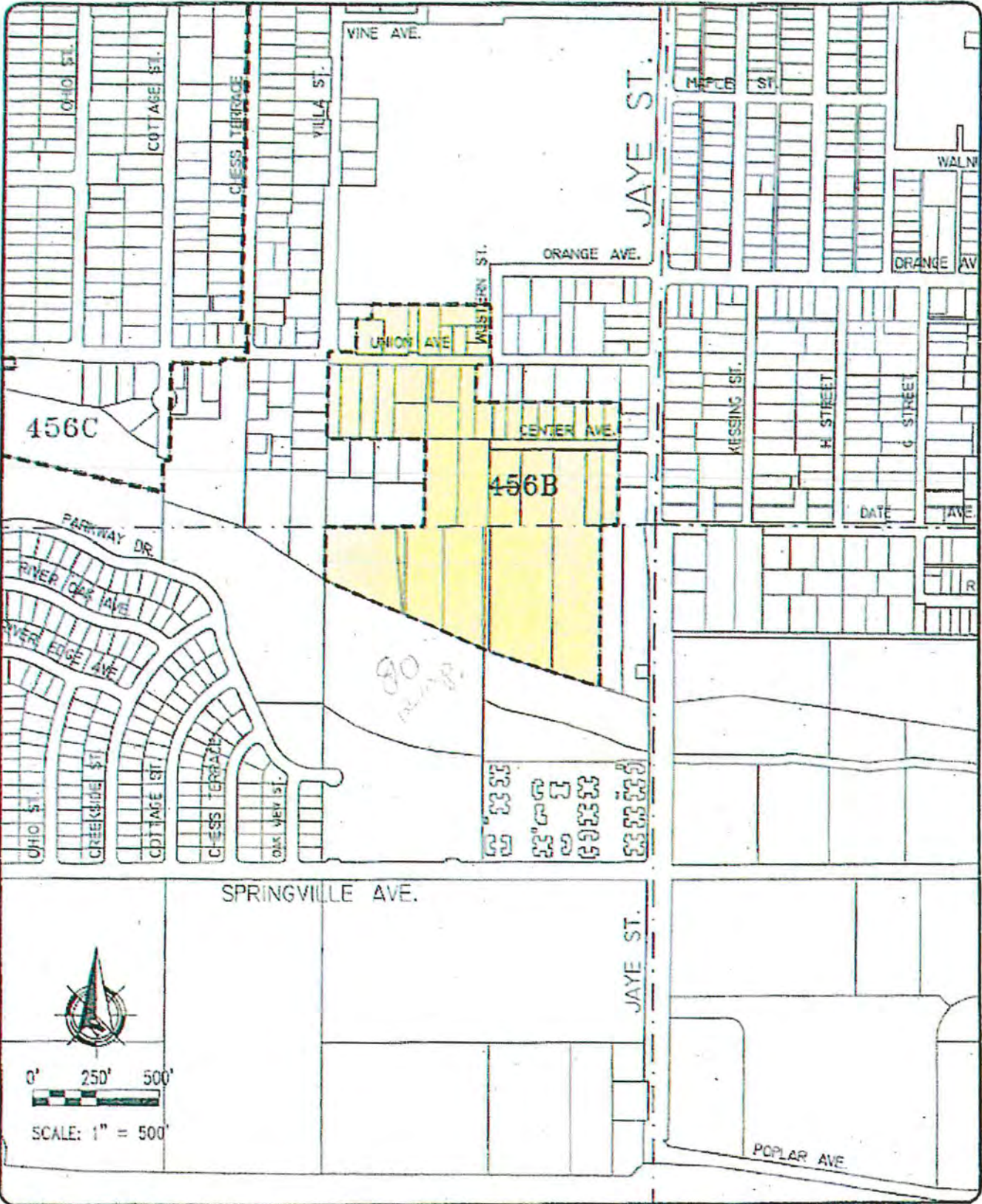
Final Approver: John Lollis, City Manager



PROJECT BOUNDARIES

ISLAND ANNEX. 456A & 457

ISLAND ANNEXATION 456B



STATE HWY. 65

456C

1900

0' 250' 500'

SCALE: 1" = 500'

INDIANA ST.

ROBY AVE.

DEVON AVE.

CHESS TERRACE

VILLA ST.

VINE AVE.

UNION AVE.

WESTERN ST.

PARKWAY DR.

RIVER OAK AVE.

RIVER EDGE AVE.

KENTREL AVE.

MILLO ST.

WISCONSIN ST.

COBBLE ST.

CAPITOL

TOMAH AVE.

GARDEN PLACE

COTTAGE AVE.

OLIVE TERRACE

CARMELITA AVE.

HIGHLAND ST.



0' 250' 500'

SCALE: 1" = 500'

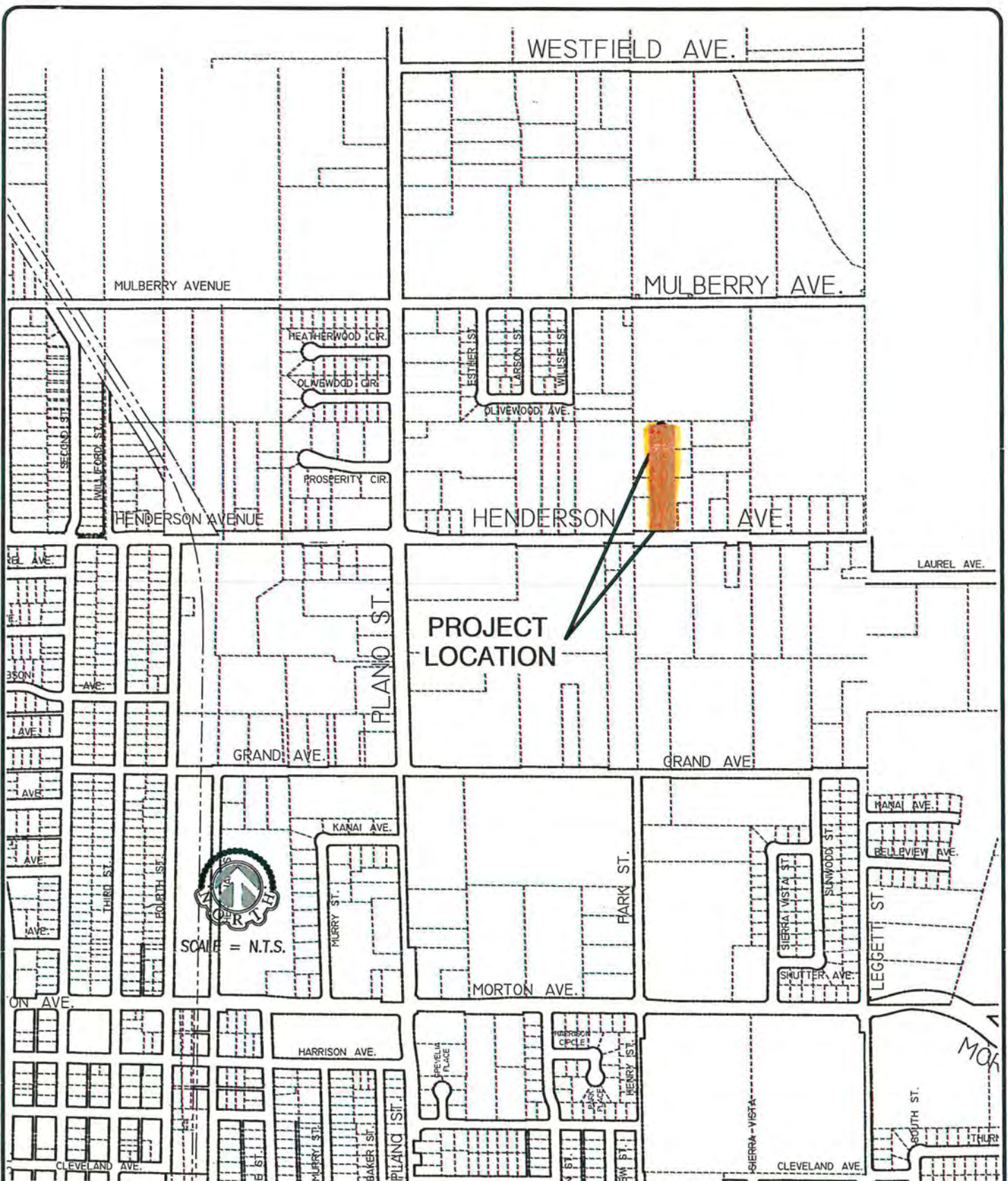


EXHIBIT "B"

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

EAST HENDERSON
SEWER ANNEXATION
PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-



CITY COUNCIL AGENDA – AUGUST 21, 2018

SUBJECT: Consideration of District 2 City Council Member Appointment In-Lieu of Election

SOURCE: Administrative Services

COMMENT: At its meeting on June 19th, 2018, the City Council ordered via Resolution 44-2018 a Municipal Election to be held on Tuesday, November 6, 2018, to fill the following offices:

District One

One (1) Member of the City Council
Term of Four Years

District Two

One (1) Member of the City Council
Term of Four Years

As of the close of nomination period on August 10, 2018, only one candidate, Milt Stowe, filed qualified nomination papers and a Declaration of Candidacy for the one available four-year term office of District 2 City Council Member. Three candidates qualified for the District 1 office, and will appear on the November 6, 2018 ballot.

§10229 of the Elections Code allows one of the following courses of action to be taken by the City Council when there are not more candidates than offices to be elected:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

Due to there being only one nominated candidate for District 2, the Council can either make the appointment or direct an election to be held. If appointed, Mayor Stowe will qualify and take office and serve exactly as if elected at the municipal election for the office. Further, there are cost efficiencies if an appointment is made, as it eliminates the necessity for an election in one district. A draft Resolution has been prepared should the Council wish to proceed with an appointment in-lieu of election.

If by the 75th day before the municipal election (August 23rd), no person has been appointed to the office pursuant to (1) above, the election will move

forward.

If the City Council makes an appointment pursuant to §10229 of the Elections Code, the City Clerk would not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

RECOMMENDATION: That the City Council consider options pursuant to §10229 of the Elections Code as it pertains to the District 2 Council Member office.

ATTACHMENTS: 1. List of City of Porterville Candidates
 2. Certificate of Facts
 3. Draft Resolution for Appointment In-Lieu

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



Contest/Candidate Proof List

General Election - 11/6/2018

Contests: 5051 to 5052 - All Contests in Range

Candidates: All Candidates

Contest/District			Vote For	Num Cands	Num Qualified	Status
Non-Partisan City City Of Porterville Member, City Council District 1						
5051 Porterville City Council District 1	505-1 City of Porterville District 1		1	3	3	ON BALLOT
Incumbent(s):	Cameron James Hamilton	Appointed in Lieu				
Candidate(s):	CAMERON J. HAMILTON		Day: (559)310-5115	Campaign Phone:	Qualified Date: 7/31/2018	
	Incumbent		Eve:	Fax:	User Codes:	
Res: 255 N G St	Mail: 255 N G St		Fax:	Mobile:	Cand ID: 1	
Porterville, CA 93257	Porterville, CA 93257		Filing Fee: \$0.00	Fees Paid: \$0.00	\$0.00	
			Email: cjhamilton06@yahoo.com			
Requirements Status -----						
	Sigs In Lieu Issued	Sigs In Lieu Filed		Declaration Of Intent		
	Filing Fee Paid	Nomination Petition Issued	07/31/2018	Nomination Petition Filed	07/31/2018	
	Code of Fair Campaign Practices Filed	Candidate Statement Issued	07/31/2018	Candidate Statement Filed		
	Declaration of Candidacy Issued	Declaration of Candidacy Filed	07/31/2018			
	DANIEL PENALOZA		Day:	Campaign Phone:	Qualified Date: 8/2/2018	
	Community Organizer		Eve:	Fax:	User Codes:	
Res: 1776 W Olive Ave	Mail: 1776 W Olive Ave		Fax:	Mobile:	Cand ID: 2	
Porterville, CA 93257	Porterville, CA 93257		Filing Fee: \$0.00	Fees Paid: \$0.00	\$0.00	
	Requirements Status -----					
	Sigs In Lieu Issued	Sigs In Lieu Filed		Declaration Of Intent		
	Filing Fee Paid	Nomination Petition Issued	08/02/2018	Nomination Petition Filed	08/02/2018	
	Code of Fair Campaign Practices Filed	Candidate Statement Issued	08/02/2018	Candidate Statement Filed	08/02/2018	
	Declaration of Candidacy Issued	Declaration of Candidacy Filed	08/02/2018			
	RUSSELL "BUCK" FLETCHER		Day: (559)333-5131	Campaign Phone:	Qualified Date: 8/7/2018	
	Business Owner		Eve:	Fax:	User Codes:	
Res: 1662 W Morton Ave	Mail: PO Box 351		Fax: (818)433-6340	Mobile:	Cand ID: 3	
Porterville, CA 93257	Porterville, CA 93258-0351		Filing Fee: \$0.00	Fees Paid: \$0.00	\$0.00	
	Requirements Status -----					
	Sigs In Lieu Issued	Sigs In Lieu Filed		Declaration Of Intent		
	Filing Fee Paid	Nomination Petition Issued	08/06/2018	Nomination Petition Filed	08/06/2018	
	Code of Fair Campaign Practices Filed	Candidate Statement Issued	08/07/2018	Candidate Statement Filed		
	Declaration of Candidacy Issued	Declaration of Candidacy Filed	08/07/2018			
Non-Partisan City City Of Porterville Member, City Council District 2						
5052 Porterville City Council District 2	505-2 City of Porterville District 2		1	1	1	ON BALLOT
Incumbent(s):	Milton Gene Stowe	Elected				

Contest/District		Vote For	Num Cands	Num Qualified	Status
Non-Partisan City City Of Porterville Member, City Council District 2					
5052 Porterville City Council District 2		1	1	1	ON BALLOT
Candidate(s):	MILT STOWE	Day: (559)920-0931	Campaign Phone:	Qualified Date: 8/10/2018	
	Incumbent	Eve:	Fax:	User Codes:	
Res:	365 Fairhaven Ln Porterville, CA 93257	Mail: 365 Fairhaven Ln Porterville, CA 93257	Fax:	Mobile:	Cand ID: 1
		Filing Fee: \$0.00	Fees Paid: \$0.00	\$0.00	
		Email: milt.stowe@gmail.com			
Requirements Status -----					
Sigs In Lieu Issued		Sigs In Lieu Filed		Declaration Of Intent	
Filing Fee Paid		Nomination Petition Issued		Nomination Petition Filed	
Code of Fair Campaign Practices Filed		08/10/2018		08/10/2018	
Declaration of Candidacy Issued		08/10/2018		Declaration of Candidacy Filed	
08/10/2018		08/10/2018		08/10/2018	
Total Contests: 2					
Total Candidates Filed: 4					

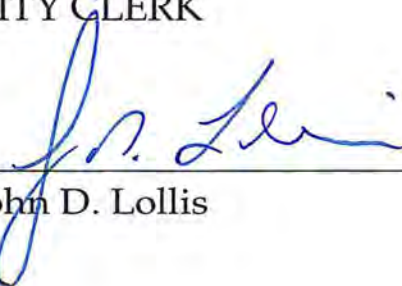


CERTIFICATE OF FACTS CONCERNING APPOINTMENT-IN-LIEU

I, John D. Lollis, City Clerk of the City of Porterville of the County of Tulare, State of California, do hereby certify, that during the nomination period for the General Municipal Election, consolidated with the General Election, of November 6, 2018, only one candidate, Milt Stowe, filed qualified nomination papers and a Declaration of Candidacy for the one available four-year term office of District 2 City Council Member. Because only one candidate qualified for the one available office, the governing body may take action to cancel the election for District 2 and make an appointment-in-lieu.

I HEREBY CERTIFY the above to be true and correct and have hereunto affixed my hand and official seal this 13th day of August, 2018.

CITY CLERK

A handwritten signature in blue ink, which appears to read "J. D. Lollis", is written over a horizontal line. The signature is fluid and cursive.

John D. Lollis

RESOLUTION NO. ____-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPOINTING MILT STOWE IN LIEU OF ELECTION
TO A FOUR-YEAR TERM OFFICE OF CITY COUNCIL DISTRICT 2

WHEREAS, the City Council of the City of Porterville duly called a Municipal Election for Tuesday, November 6, 2018, to fill one four-year term District 1 city council office, and one four-year term District 2 city council office; and

WHEREAS, pursuant to California Elections Code Section 10400 et seq., the City Council ordered the consolidation of the November 6, 2018, election with other elections being held in the jurisdiction, and requested that Tulare County Elections Office provide services for said election; and

WHEREAS, only one individual, Milt Stowe, filed a declaration of candidacy for the one available four-year term District 2 city council office, thereby permitting an appointment in lieu of an election pursuant to §10229 of the Elections Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that Milt Stowe is appointed in lieu of election to a four-year term District 2 city council office of the City of Porterville.

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