



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 20, 2018, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 261-122-004; 261-122-005; 261-122-006; and 261-122-007. Agency Negotiator: Jenni Byers. Negotiating Parties: City of Porterville and Cornerstone Main Partners LP. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Celeste Bernardino by and through her guardian ad litem Argelia Reynosa. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Maggie Narvaiz. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Dareen Phillips. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases in which facts are not yet known to potential plaintiff.
- 6** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Mayor Milt Stowe

Invocation

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - November 13, 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 - November 1, 2018
 - 2. Library & Literacy Commission - November 13, 2018
 - 3. Arts Commission - October 24, 2018
 - 4. Animal Control Commission
 - 5. Youth Commission - November 19, 2018
 - 6. Transactions and Use Tax Oversight Committee (TUTOC) - November 13, 2018
- 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. **Authorization for Transit Bus Engine Repair**
Re: Considering approval of the transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$15,249, (inclusive of all parts, taxes, labor, including a 10% contingency) and payment of said repair upon satisfactory completion.
- 2. **Authorization to Contract for Certain GIS Services**
Re: Considering authorization to negotiate a contract with Azimuth Development for provision of services to support the City's GIS.
- 3. **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

4. **Conditional Use Permit for Parking Reduction for 24 Multi-Family Residential Units on Kessing Street**
Re: Consideration of a resolution approving a conditional use permit to allow for the reduction of parking spaces for 24 multi-family residential units on Kessing Street.

SCHEDULED MATTERS

5. **Consideration of Appointment to the Measure R Citizens' Oversight Committee**
Re: Consideration of the appointment of an individual to the Measure R Citizens' Oversight Committee.
6. **Consideration of Modification to Existing Contract with Pena's Disposal Service**
Re: Consideration of a proposal to amend the current agreement with Pena's Disposal Services for the remainder of the contract set to expire June 12, 2021, for the processing of residential recycling.
7. **Consideration of a Loan Agreement with Cornerstone Main Partners, LLC, Grant of Easement, and Authorization for Sale of Property at 14 N. Main Street**
Re: Consideration of a loan agreement with Cornerstone Main Partners, LLC, Grant of Easement, and authorization of the sale of property located at 14 N. Main Street for the development of a three-story mixed use building.

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 December 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 – NOVEMBER 20, 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 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 October 2018 shows that a total of 103 Notice of Violations were issued for water wasting, and 0 Administrative Citations were issued.

Water production for October 2018 shows a 3% increase from the 5-year average. The production for the month of October 2018 was 310 million gallons, which when compared to the production for the month of October 2013 of 402 million gallons, equates to a 22.95% reduction. Residential consumption for October 2018 was 114.2 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 June 2015 through October 2018. Porterville's cumulative total production

conservation through October 2018 is 23.7%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through October 2018. Porterville's cumulative total GPCD conservation through October 2018 is 25.8%.

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 future year water supplies under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City towards meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

As approved by City Council during the Public Hearing on April 17th, 2018, the City will be transitioning back to Phase IV, effective December 1st, 2018. This transition will restrict outdoor watering to one day per week. If an address ends with an "odd" number, the watering day will be Saturday; if an address ends with an "even" number, the watering day will be Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday, or Friday. Watering outdoor landscaping is prohibited during, and within 48 hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

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: Informational Only

ATTACHMENTS:

1. Monthly Production Status October 2018
2. Monthly Production Status GPCD October 2018
3. Drought Response Phase III Flyer
4. Drought Response Phase IV Flyer

Appropriated/Funded:

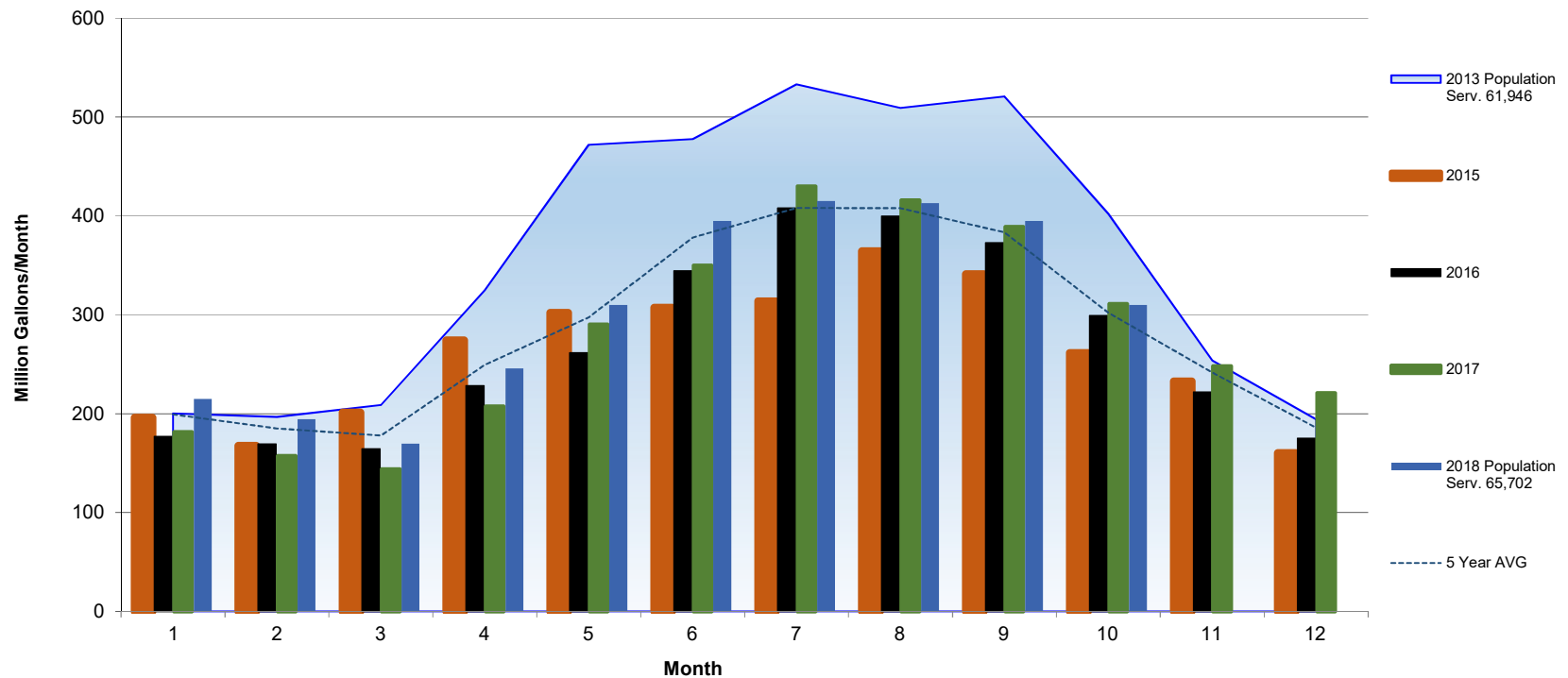
Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

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

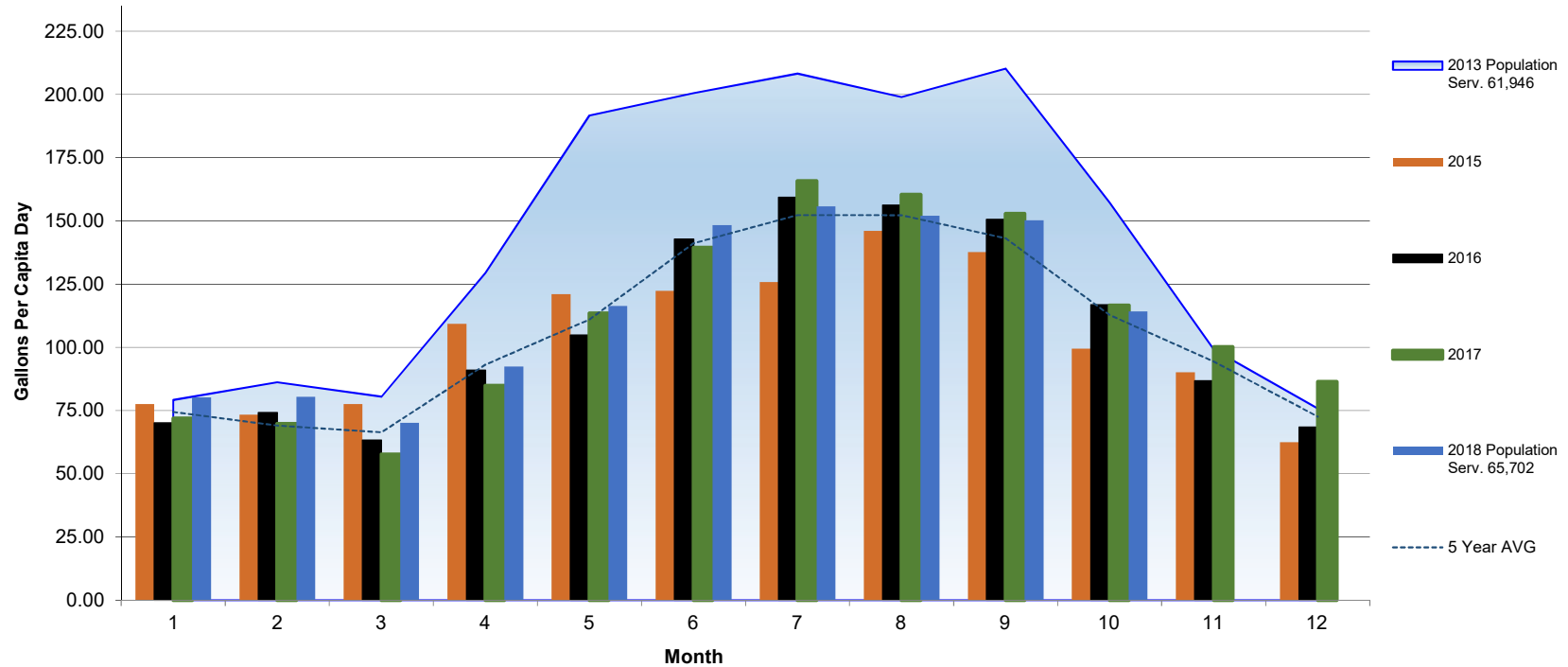


Production Cumulative Total 23.7%

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%	-19%	-24%	-23%		

Percent Comparison to 2013 Production

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

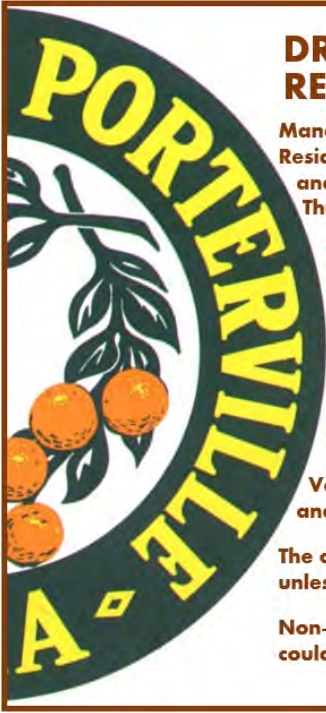


GPCD

Cumulative Total 25.8%

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%	-24%	-29%	-27%		

Percent Comparison to 2013 Production



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.



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

 Odd Address  Even Address

 Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory
Odd/Even Watering
Schedule

Excessive water
runoff prohibited

The washing of
sidewalks and driveways
is prohibited

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

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

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

NO WATERING
MONDAY THROUGH
FRIDAY.



CITY COUNCIL AGENDA – NOVEMBER 20, 2018

SUBJECT: Authorization for Transit Bus Engine Repair

SOURCE: Public Works

COMMENT: Vehicle #8192, is an active transit bus and has experienced significant engine failure and requires an engine overhaul. This vehicle is powered by a Cummins compressed natural gas (CNG) engine and must be repaired or replaced by a certified CNG service center.

Staff is requesting authorization to utilize Cummins Pacific, which is the nearest CNG engine service center, to perform the required engine overhaul at an estimated cost not to exceed \$15,249, (inclusive of all parts, taxes, labor, including a 10% contingency). Funds are available in the Transit Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$15,249, (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Bus Engine Repair Estimate

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



FRESNO CA BRANCH
2755 S. CHERRY AVENUE
FRESNO, CA 93706-
(559)274-4400

Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

INVOICE NO

ESTIMATE

REMIT TO: P.O. Box 848731
Los Angeles, CA 90084-8731

BILL TO

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

RAFAEL BAEZ - 559 782-7597

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
13-NOV-2018 03:50PM		13-JUL-2015	ISL G CM2180		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		07-NOV-2018	73793463		E-Z RIDER II
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
193739					8192

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG4FC084056					
COMPLAINT		PERFORM COMPRSSION CHECK PER CUSTOMER REQUEST					
CAUSE		CYLINDER HEAD VALVES LEAKING COMPRESSION FOUND DIRT IN INTAKE PIPING.					
CORRECTION		PISTON RINGS SHOW SIGNS OF DIRT ADMINISTRATIVE TIME - OPEN AND CLOSE REPAIR ORDER (SHOP REPAIRS) INSITE - USE DURING TROUBLESHOOTING PERFORM JOB SAFETY ASSESSMENT (JSA) (NON-REIMBURSABLE) PISTON AND LINER - REMOVE AND INSTALL, ALL - WITH EGR LUBRICATING OIL AND FILTER(S) - CHANGE FUEL FILTER, SPIN-ON TYPE - REPLACE, EACH ENGINE - DIAGNOSTIC ROAD TEST MOBILE VEHICLE/EQUIPMENT LIFT SYSTEM- SET UP BACK SEAT - REMOVE AND INSTALL (BUS APPLICATION) STEAM CLEAN - COMPLETE ENGINE ALTERNATOR - REMOVE AND INSTALL COOLANT THERMOSTAT - REMOVE AND INSTALL, ONE OR TWO NON-SRT DETAIL SERVICE CHARGE BEARINGS, MAIN AND THRUST - REMOVE AND INSTALL, ALL (PISTONS REMOVED)					
COVERAGE		CUSTOMER BILLABLE					
DIAGNOSTIC CHARGE:						106.80	
1	0	5348546RX	HEAD,CYLINDER	DRC		2,794.40	2,794.40
1	0	4933818D	HEAD,CYLINDER	CLEAN		437.50	437.50
-1	0	4933818D	HEAD,CYLINDER	DIRTY		437.50	- 437.50
1	0	LF9009	PAC, LF	FLG		52.13	52.13
8	0	70520G	1 GA PREMIUM BLUE GEO	P2-		15.95	127.60

Completion date : 08-Nov-2018 08:22AM. Estimate expires : 12-Dec-2018 10:14AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

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2755 S. CHERRY AVENUE
FRESNO, CA 93706-
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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		07-NOV-2018	73793463		E-Z RIDER II
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
193739					8192

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN				1N9MNALG4FC084056			
					VALVOLINE		
8	0	0	CORF GAL	CAL OIL RECYCLE FEE GAL	P2-NSPART1	.24	1.92
10	0	0	ZXEDRU1	ANTIFREEZE RED	P2-OTHER	15.44	154.40
1	0	0	5478594	THERMOSTAT	CECO	85.35	85.35
1	0	0	NG5900	PAC, NG	FLG	65.21	65.21
6	0	0	5473010	KIT, SPARK PLUG	CECO	39.50	237.00
			ORDERED ITEM	4955850 CECO			
1	0	0	3867648	SEAL,O RING	CECO	4.83	4.83
1	0	0	4935694	SEAL,O RING	CECO	8.42	8.42
1	0	0	4935693	SEAL,O RING	CECO	8.30	8.30
1	0	0	4990721	SEAL,O RING	CECO	8.86	8.86
1	0	0	3929938	GASKET,PRESSURE MODULE	CECO	31.53	31.53
1	0	0	3976949	SEAL,O RING	CECO	11.46	11.46
1	0	0	3976948	SEAL,O RING	CECO	22.75	22.75
1	0	0	145582	SEAL,O RING	CECO	4.00	4.00
1	0	0	5472934	KIT,PMM PISTON UPGRADE	CECO	2,058.23	2,058.23
1	0	0	MISC ITEMS	MISC ITEMS	P2-NONSTOCK	1,500.00	1,500.00

PARTS:	7,176.39
PARTS COVERAGE CREDIT:	0.00CF
TOTAL PARTS:	7,176.39
SURCHARGE TOTAL:	0.00
LABOR:	5,687.10

Completion date : 08-Nov-2018 08:22AM. Estimate expires : 12-Dec-2018 10:14AM.

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		07-NOV-2018	73793463		E-Z RIDER II
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
193739					8192

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1N9MNALG4FC084056

LABOR COVERAGE CREDIT:		0.00	CR
TOTAL LABOR:	5,687.10		
MISC.:		300.00	
MISC. COVERAGE CREDIT:		0.00	CR
TOTAL MISC.:	300.00		
ELECTRONIC TOOLING FEE		50.00	
HAZ WASTE DISPOSAL		100.00	
SHOP SUPPLIES		150.00	
LOCAL STATE		146.67	
		445.58	

Completion date : 08-Nov-2018 08:22AM. Estimate expires : 12-Dec-2018 10:14AM.

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BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 13,270.29
TOTAL TAX: 592.25

TOTAL AMOUNT: US \$ 13,862.54

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



CITY COUNCIL AGENDA – NOVEMBER 20, 2018

SUBJECT: Authorization to Contract for Certain GIS Services

SOURCE: Community Development

COMMENT: In Spring of 2018, the Community Development Department lost the lead staffer of its Geographic Information Systems (GIS) Division. Since that time, staff continues to reevaluate the needs of the division and has been working with HR to amend the job title and initiate a recruitment process. In the interim, staff requests authority to contract with a local GIS specialty firm to fill the gaps and allow the GIS Division to continue providing mapping and data to support other Departments.

The Community Development Manager has met with Azimuth Development, a GIS and Data Analysis company based in Bakersfield. Their skill set and ability to provide timely response to City needs has been proven in a one-time project delivered earlier this year. Based on the firm's familiarity with the City's GIS, staff recommends an on-call contract of up to \$25,000 to allow efforts on a task order basis to be completed as needed until recruitment for a GIS Analyst is complete, and possibly during the first few weeks of a transition.

Funding for this contract would come from the Community Development Department's Operational Budget, through cost savings from vacant positions.

RECOMMENDATION: That the City Council authorize staff to negotiate a contract with Azimuth Development for provision of services to support the City's GIS.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY COUNCIL AGENDA – NOVEMBER 20, 2018

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

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

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

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

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

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 November 6, 2018, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Twenty-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, and DWR is currently reviewing the bids for compliance prior to authorizing Council to award the construction contract.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term

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

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

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

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

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the City Council consider allowing the connection of residences as they become prepared for connection, to which the Council was

receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff is currently working with County staff toward the transfer of the well's ownership from the County to the City.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible 800 residences in East Porterville to the City's water system.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

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

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential

properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019.

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

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir

RESOLUTION NO. 49-2015

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

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

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

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

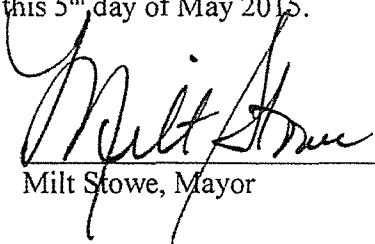
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

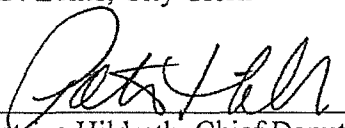
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

PASSED, APPROVED, AND ADOPTED this 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

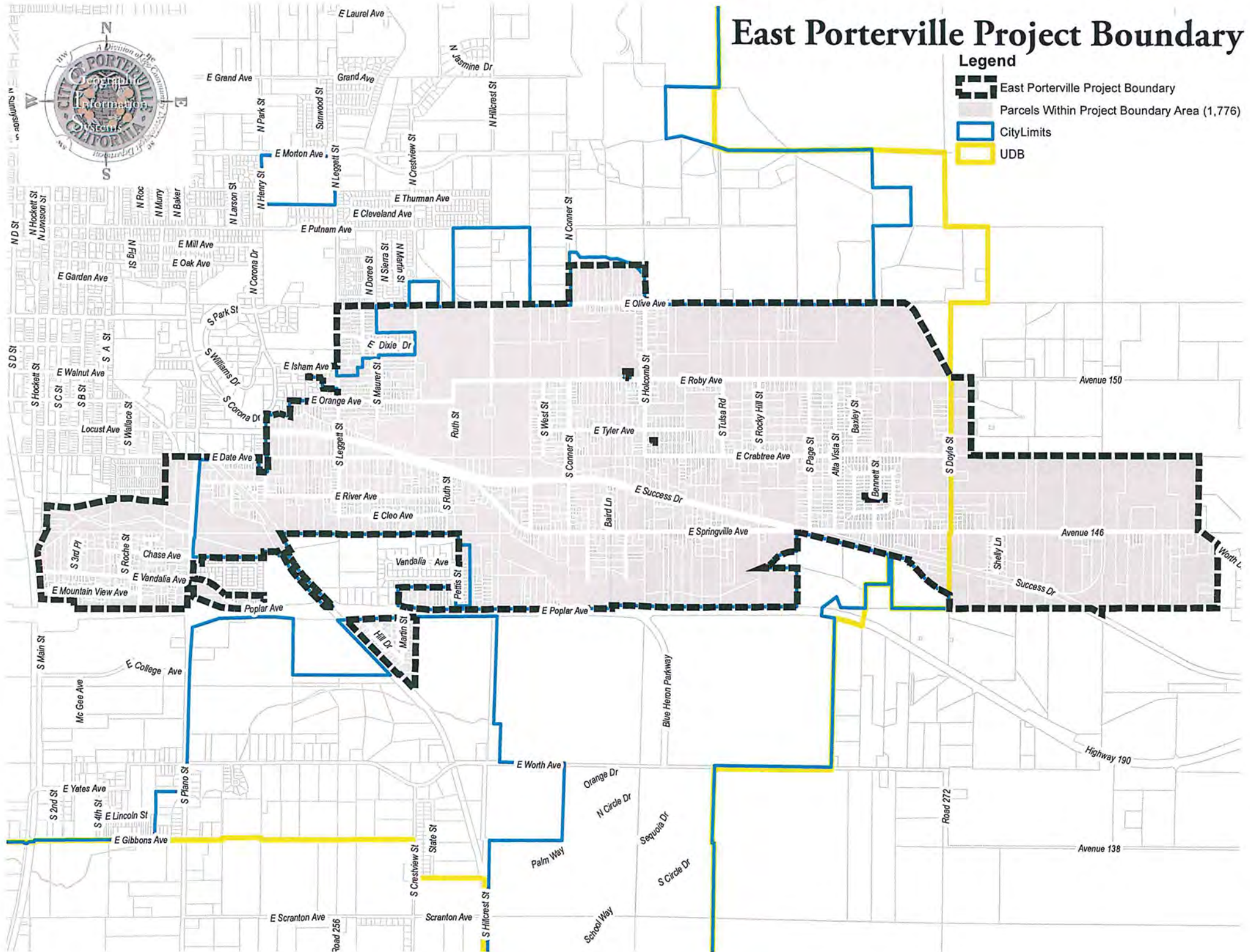


EXHIBIT 'B'

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:

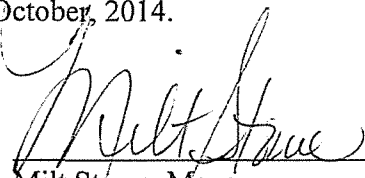
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

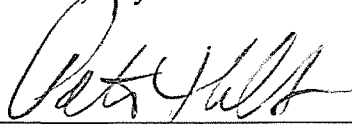
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, 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.

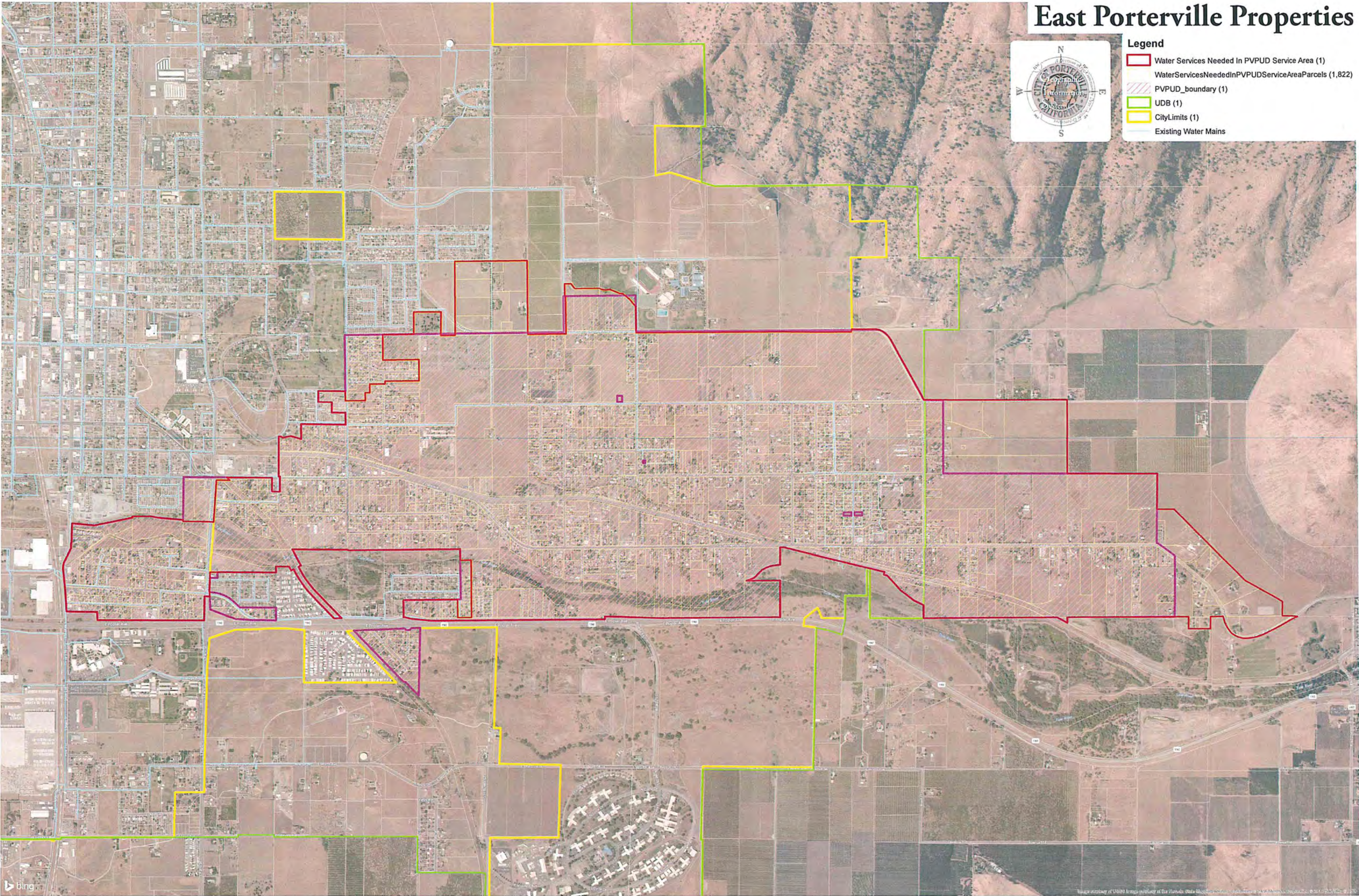
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues 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

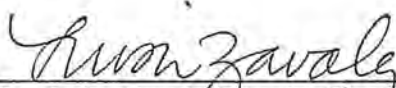

By: Luisa Zavala, Deputy City Clerk

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

County of Tulare

City of Porterville



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

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

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

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

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

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

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

Sincerely,



James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

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



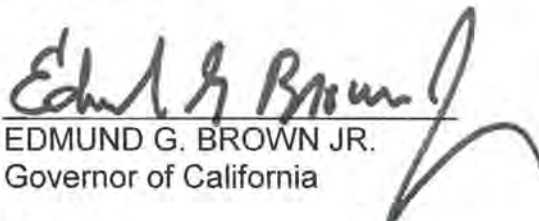
shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing 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 – NOVEMBER 20, 2018

SUBJECT: Conditional Use Permit for Parking Reduction for 24 Multi-Family Residential Units on Kessing Street

SOURCE: Community Development

BACKGROUND: The applicant and agent met with the Project Review Committee on September 5, 2018, where it was determined that a Minor Conditional Use Permit would be required to accommodate a reduction of parking for a 24 unit multi-family development. The project's street frontage and site access would occur along North Kessing Street, midway between Putnam and Morton Avenues (APNs 252-231-001 and 252-240-001).

COMMENT: The project is proposed to be developed in two phases. Phase 1 would introduce two 2-story multi-family residential structures in the south portion of the subject property, approximately 5,290 sq ft of building area. A total of 12 new dwelling units will be introduced in Phase 1; eight 1-bedroom units and four 2-bedroom units. The site plan includes 20 parking stalls per phase, of which 12 stalls would be covered with metal roofing material and eight stalls would be uncovered parking stalls. The project site has a General Plan land use designation of High Density Residential and is zoned RM-3 (High Density Residential).

ANALYSIS: Chapter 304 of the Porterville Development Ordinance provides the standards for on-site parking. Table 304.04 requires that 1.5 stalls be provided per one-bedroom units, two spaces per 2-bedroom units and that one additional guest parking space be provided for every three units. The development as proposed with 40 spaces is under-parked by eight spaces.

The project site is outside of any parking districts and is not able to take advantage of the flexibility provided to those districts. However, Section 304.06 of the Porterville Development Ordinance provides for reductions in parking in certain situations. Section 304.06(6) allows for a reduction of parking with approval of a minor Conditional Use Permit. The criteria for approval include consideration of special conditions. In this case, the subject development includes unique characteristics that could support a parking reduction.

First, the site is located immediately west of Bartlett Middle School. The entrance to the school is located on N. G Street. Because of this, Kessing

Street has significantly more street frontage than would typically be associated with a multi-family development of similar unit numbers. While supplanting on-site parking with off-site parking is not recommended by the Code, nor one of the proposed criteria for approval, the site location is different, it merits consideration. Secondly, the project site is conveniently located adjacent to several Porterville Transit stops on both the north and south side of Morton Avenue, as well as Putnam Avenue. Additionally, the project site is conveniently located within walking distance (0.3 miles) to the Sierra View Medical Center, as well as within 1/2 mile to downtown Porterville. Which may likely reduce necessary vehicle trips.

As council is aware, staff has been reviewing the Development Ordinance comprehensively and is preparing to bring an update for council's consideration. One of the items under consideration is reducing the number of additional guest parking spaces to be provided for every five units, rather than the restrictive one per three units. If council were to approve that item in the future, then the project would only be under parking by three spaces.

The project site has a General Plan land use designation of High Density Residential and is zoned RM-3 (High Density Residential). Table 201.03 of the Porterville Development Ordinance allows for a maximum density of 30 units per acre, with a minimum density requirement of 10 units per net acre. Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan. The General Plan and the Housing Element calls for support of high density residential development, to provide housing options and opportunities for low and moderate income households. The proposed development suits the density requirement of 10 units per acre as the property is just under one acre and is proposing 24 units. Further, the standard of population density, site area dimensions, site coverage, yard spaces, height of structures, distance between structures, and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the 2030 General Plan.

ENVIRONMENTAL REVIEW: The proposed project, including the requested entitlement to reduce the required number of parking spaces, is exempt from the California Environmental Quality Act pursuant to Section 15322, In-Fill Development of the California Code of Regulations.

RECOMMENDATION: That the City Council adopt the draft resolution approving Conditional Use permit (PRC 2018-036-C)

ATTACHMENTS: 1. Draft Resolution
2. Site Plan
3. Elevations

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir

RESOLUTION NO. ____-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING CONDITIONAL USE PERMIT (PRC 2018-036-C) TO ALLOW A
REDUCED NUMBER OF PARKING SPACES FOR THE DEVELOPMENT OF
24 MULTI-FAMILY RESIDENTIAL UNITS

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of November 20, 2018, conducted a public hearing to consider Conditional Use Permit (PRC 2018-036-C), a request to allow a reduced number of parking spaces for the development of 24 multi-family residential units (16- one bedroom units and 8- two bedroom units). The project's street frontage and site access would occur along North Kessing Street, midway between Putnam and Morton Avenues (APNs 252-231-001 and 252-240-001); and

WHEREAS: The project site has a General Plan land use designation of High Density Residential and is zoned RM-3 (High Density Residential); and

WHEREAS: Table 304.04 of the Porterville Development Ordinance requires that 1.5 stalls be provided per one-bedroom units, two spaces per 2-bedroom units and that one additional guest parking space be provided for every three units. The development as proposed with 40 spaces is under-parked by eight spaces; and

WHEREAS: The project site is outside of any parking districts and is not able to take advantage of the flexibility provided to those districts. However, Section 304.06 of the Development Code provides for reductions in parking in certain situations. Section 304.06(c) allows for a reduction of parking with approval of a minor Conditional Use Permit. The criteria for approval include consideration of special conditions; and

WHEREAS: In this case, the subject development includes unique characteristics that call for the support of a parking reduction. First, the site is located immediately west of Bartlett Middle School. The entrance to the school is located on North G Street. Because of this, Kessing Street has significantly more street frontage than would typically be associated with a multi-family development of similar unit numbers. While supplanting on-site parking with off-site parking is not recommended by the Code, nor one of the proposed criteria for approval, the site location is significantly different, it merits consideration. Secondly, the project site is conveniently located adjacent to several Porterville Transit stops on both the north and south side of Morton Avenue, as well as Putnam Avenue. Additionally, the project site is conveniently located within walking distance (0.3 miles) to the Sierra View Medical Center as well as within ½ mile to downtown Porterville. Which may likely reduce necessary vehicle trips; and

WHEREAS: The project site has a General Plan land use designation of High Density Residential and is zoned RM-3 (High Density Residential). Table 201.03 of the Porterville Development Ordinance allows for a maximum density of 30 units per acre, with a minimum density requirement of 10 units per net acre. The 24 apartment units on just under one acre is consistent with goals identified in the city's Housing Element; and

WHEREAS: Pursuant to Section 15332 of the California Environmental Quality Act, the project is categorically exempt as In-Fill development; and

WHEREAS: The City Council made the following findings with respect to the subject project:

1. Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan. The General Plan designates the subject site as High Density Residential, and the Housing Element calls for support of high density residential development, to provide housing options and opportunities for low and moderate income households. The proposed development suits the minimum density requirement of 10 units per net acre with a proposed density of 24 units per acre. Further, the standard of population density, site area dimensions, site coverage, yard spaces, height of structures, distance between structures, and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the 2030 General Plan.
2. The location, size, design, and operating characteristics of the proposed project are consistent with the RM-3 (High Density Residential) zone district, and conforms in all significant respects with the General Plan and the Development Ordinance, except as specifically identified as the purpose of this Conditional Use Permit inasmuch as relates to parking.
3. The design of the project is not likely to cause substantial environmental damage. The subject site is surrounded by existing development, as well as having a single family residence on one of the parcels.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2018-036-C) to allow development of 24 multi-family residential units, subject to the following conditions:

1. Upon approval of the conditional use permit, any future change in the proposed development which substantially alters the conditions or nature of this permit will require approval by the City Council.
2. At all times, the development shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building Codes and all other applicable laws and ordinances.
3. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the development of the subject site is not active or actively pursued.
4. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the

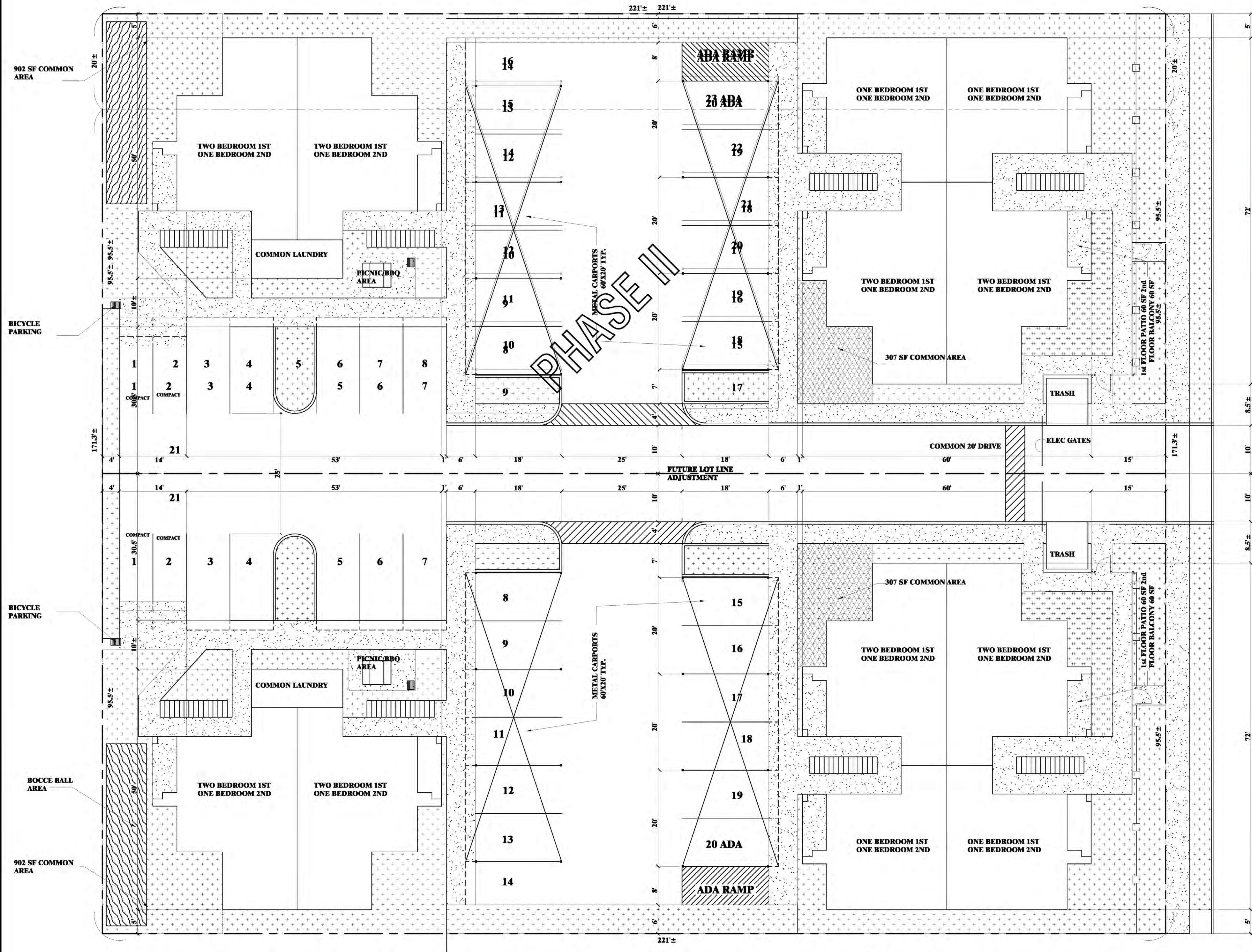
conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.

PASSED, APPROVED AND ADOPTED this 20th day of November, 2018.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



VICINITY MAP

SITE STATISTICS

EXISTING ZONING	RM-3
LOT SF TOTAL	42,253±
LANDSCAPE/OPEN AREA	
PER PHASE	4940 SF ± 23%
COMMON AREA	1209 SF
BUILDING SF PER PHASE	5290
PARKING PROVIDED	
PER PHASE	
OPEN 9'X20'	6
7' x 16' COMP	2
COVERED	12
TOTAL	20

SITE PLAN 1" = 10'

A.P.N. 252-240-001 & 252-231-01
IN THE CITY OF PORTERVILLE
COUNTY OF TULARE, STATE
OF CALIFORNIA

OWNER: STEVE PEARSON
285 W. WILLOW
PORTERVILLE, CA.



REVISIONS	BY

HILLMAN BUILDING DESIGNERS
SPECIALIZING IN CUSTOM DESIGNS
SINCE 1970

34583 Hwy. 190 Springville, CA 93265
Tel. (559) 781-1538
Email hillmandesigns@ccsnet.net

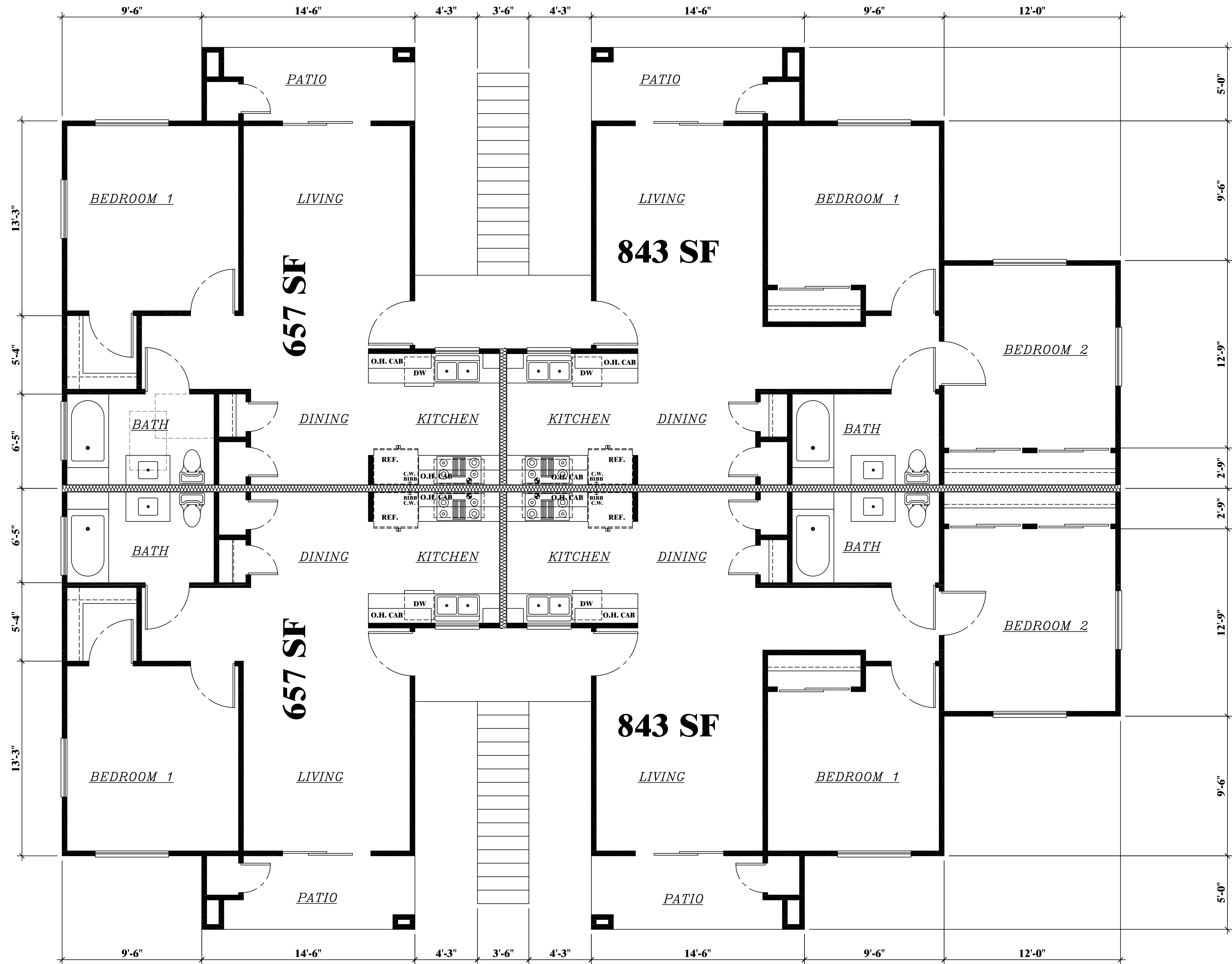
PROPOSED NEW APARTMENTS FOR:

PEARSON DEVELOPMENT

DATE	11-3-18
SCALE	1" = 10'
DRAWN	MH
JOB	13045
SHEET	

prel.

PLOT: 11-3-18



FIRST FLOOR PLAN BUILDING "A" 1/4"=1'-0"

REVISIONS	BY

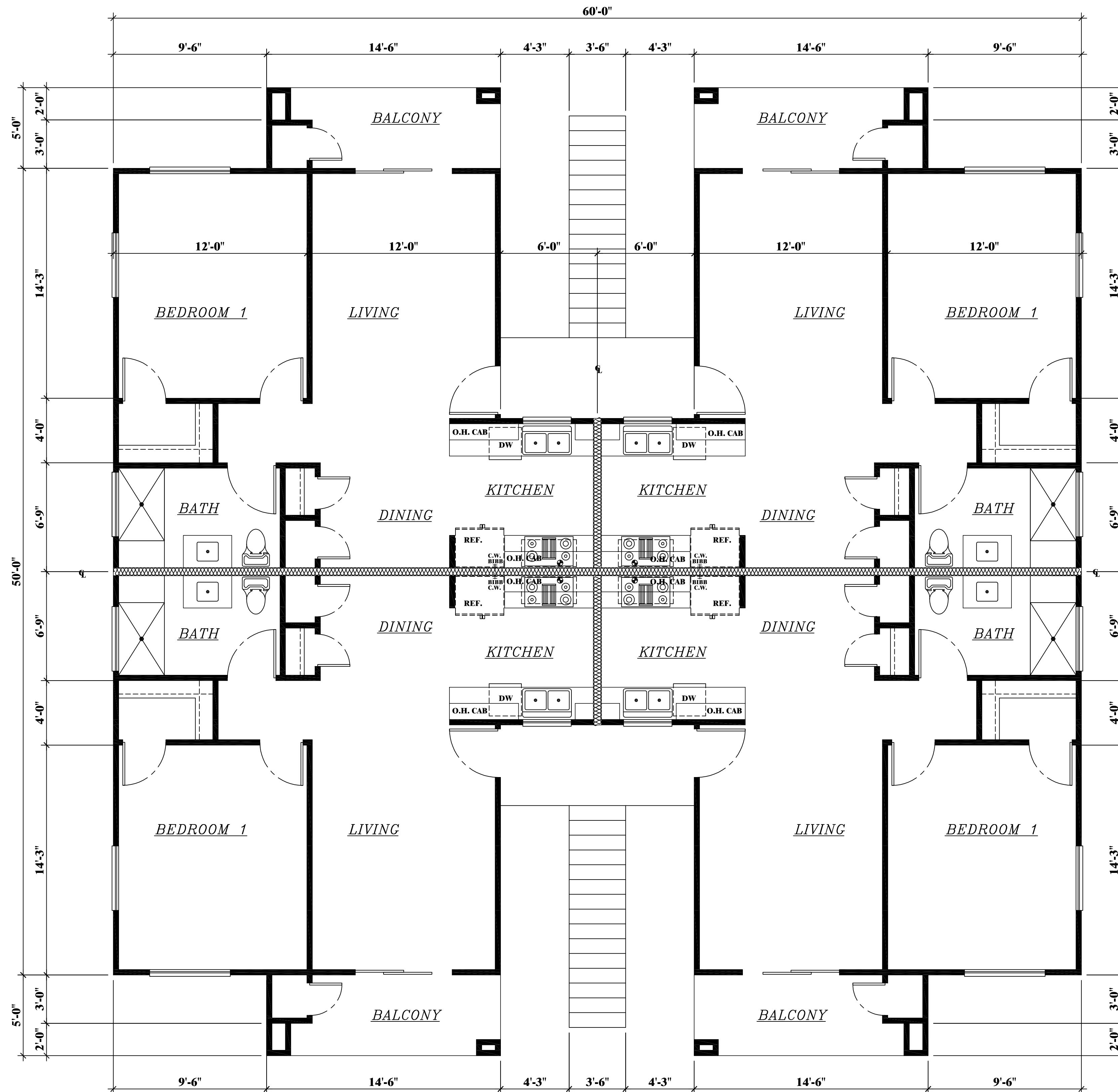
HILLMAN BUILDING DESIGNERS
SPECIALIZING IN CUSTOM DESIGNS
SINCE 1970
34583 Hwy. 190 Springville, CA 93265
Tel. (559) 781-1538
Email hillmandesigns@ocsnet.net

PROPOSED NEW APARTMENTS FOR:

PEARSON DEVELOPMENT

DATE	--
SCALE	AS SHOWN
DRAWN	MH
JOB	13045
SHEET	





SECOND FLOOR PLAN BUILDING "A" 1/4"=1'-0"

REVISIONS	BY

HILLMAN BUILDING DESIGNERS
SPECIALIZING IN CUSTOM DESIGNS
SINCE 1970
34583 Hwy. 190 Springville, CA 93265
Tel. (559) 781-1538
Email hillmandesigns@ocsnet.net

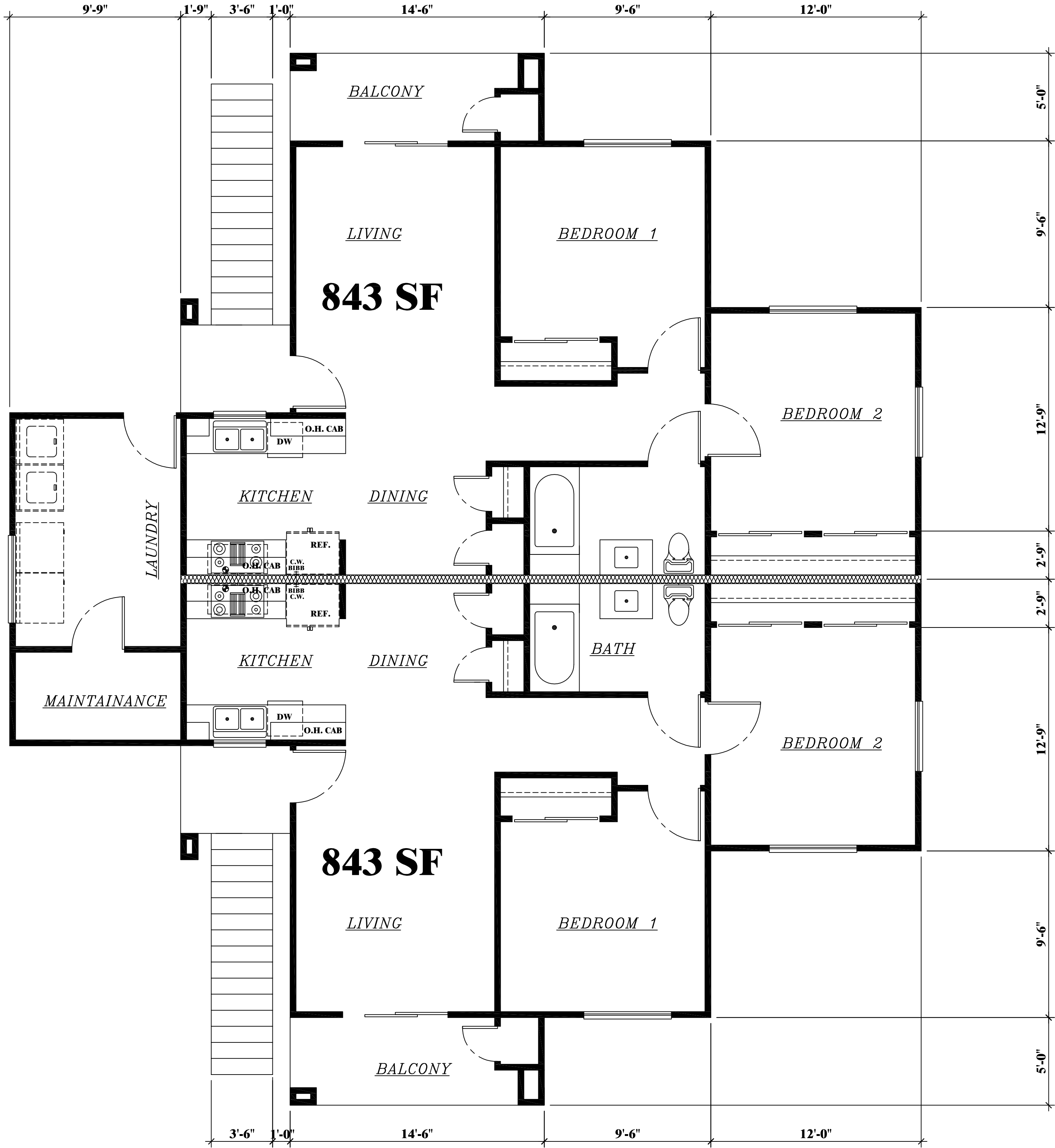
PROPOSED NEW APARTMENTS FOR:

PEARSON DEVELOPMENT

DATE	----
SCALE	AS SHOWN
DRAWN	MH
JOB	13045
SHEET	

pre

PLOT : 05/15/14



FIRST FLOOR PLAN BUILDING "B" 1/4"=1'-0"

REVISIONS	BY

HILLMAN BUILDING DESIGNERS
SPECIALIZING IN CUSTOM DESIGNS
SINCE 1970
34583 Hwy. 190 Springville, CA 93265
Tel. (559) 781-1538
Email hillmandesigns@ocsnet.net

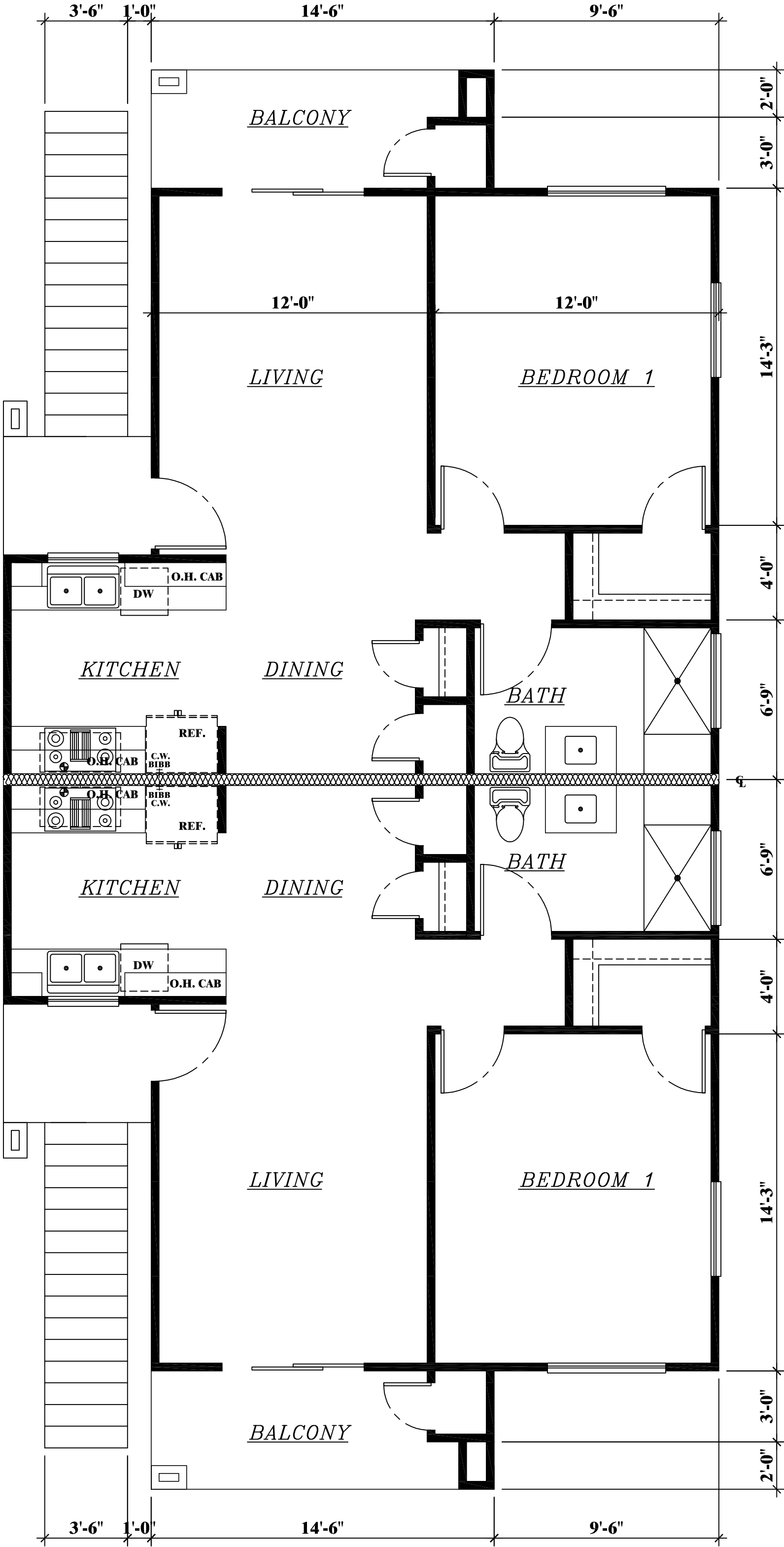
PROPOSED NEW APARTMENTS FOR:

PEARSON DEVELOPMENT

DATE	----
SCALE	AS SHOWN
DRAWN	MH
JOB	13045
SHEET	

pre

SECOND FLOOR PLAN BUILDING "B" 1/4" = 1'-0"



REVISIONS	BY

HILLMAN BUILDING DESIGNERS
SPECIALIZING IN CUSTOM DESIGNS
SINCE 1970
34583 Hwy. 190 Springville, CA 93265
Tel. (559) 781-1538
Email hillmandesigns@ocsnet.net

PROPOSED NEW APARTMENTS FOR:

PEARSON DEVELOPMENT

DATE	----
SCALE	AS SHOWN
DRAWN	MH
JOB	13045
SHEET	

pre

PLOT : 05/15/14







CITY COUNCIL AGENDA – NOVEMBER 20, 2018

SUBJECT: Consideration of Appointment to the Measure R Citizens' Oversight Committee

SOURCE: Administrative Services

COMMENT: As the Council is aware, a vacancy currently exist on the Measure R Citizens' Oversight Committee. This committee is charged with monitoring the revenues and expenditures derived from the county-wide 30-year 1/2 cent transportation sales tax approved by county voters in 2006. The committee meets quarterly and reviews the prior transactions of Measure R to ensure compliance with the ballot language and discusses upcoming projects.

The seat on this county-wide committee, which was previously occupied by Mr. Gary Ingraham, is a four year term to expire June 30, 2021.

Staff is in receipt of requests for appointment from Ms. Cathy Capone and Mr. Steven Tree and hereby presents them for your consideration.

RECOMMENDATION: That the City Council consider the appointment of one individual to the Measure R Citizens' Oversight Committee to a term to expire June 30, 2021.

ATTACHMENTS:

1. Request for Appointment - Capone
2. Request for Appointment - Tree

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

Please complete all blanks.

NOV 05 2018

Name: Catherine Capone
(Please Print)

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Appointment to: Measure R advisory committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]
Porterville CA 93257

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home 559 [REDACTED]
cell
Work 559 [REDACTED]

FAX —

E-mail [REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

see attached

Please tell us why you are interested in this position.

see attached

☒ Resume attached

☒ Letter of request attached

Submitted By:

Catherine Capone

November 5, 2018
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

City of Porterville

Request for Appointment - Measure R Citizens Oversight Committee

Qualifications

My qualifications for the position of representative of the City of Porterville to the TCAG Measure R Citizens Oversight Committee are; length of City residence, community involvement, city government involvement, education and business experience.

Residence

My family, husband Clyde Amaral two children Jack and Leah and myself, moved to Porterville from Hanford in 1990 and have resided in the same home within the city limits for these past 28 years. We raised our children here where they attended Porterville Unified Schools graduating from Granite Hills High before attending college. I worked for Porterville Unified School District as a special education teacher at Bartlett Middle School, Olive Street Elementary, and Vandalia Elementary until I retired in 2013. Since retirement I have been working part time as a substitute, educational consultant, and now as a practicum supervisor for Tulare County office of Education Impact Program. In this position I serve teachers in Porterville Unified, Burton School District, Terra Bella, Alta Vista, and Strathmore Elementary. I intend to reside in Porterville for at least the next 10 years.

Community Involvement

Soon after we moved to Porterville I joined a young local non-profit the Tule River Parkway Association. I have served as a President of the association for three terms, a position that I currently hold. This association advocates for and cooperates with the city to build and improve the Tule River Parkway. I am an active member of the California Native Plant Society in which organization I am a Garden Ambassador, Horticultural Chair for the Chapter, Delegate to the State Council and am currently on the ballot to hold a State Office within the Society. Several grants that I have written have been awarded which allowed me to pursue tree planting projects within the City of Porterville, a survey of Valley Oak trees in the Porterville area, and am currently managing a Native Plant Demonstration Garden and habitat restoration project along the Tule River Parkway. While I was a full-time teacher I held various offices within the California Teachers Association local chapter and state council. While my daughter was active in Orchestra I was active in the Orchestra Parents Association where I served for one term as president. I have recently joined the South Valley Tourism Mighty 190 group and am serving on the Funding Sub-Committee.

City Government

I have attended City Council meetings occasionally and commented on various items within my area of interest. I served on the Parks and Leisure Commission for one term as a representative from Porterville Unified. While serving on the commission the Parks and Leisure Department was considering bicycle route selection. In order to contribute to the discussion, I produced an independent map of potential bicycle routes throughout the city. I believe that this map helped the City's development of a system of bicycle routes. Another project that I am proud of is Fallen Hero's Park. I was serving on the commission when the idea of applying for a grant for a park was presented. I provided the commission with a map of potential park sites and rationale for each site. The selected site was one of my top picks. The commission aided the grant submission process by doing multiple on the ground surveys of public opinion for park

elements in the immediate neighborhood of the future park. Connecting this park to the future extension of the Tule River Parkway and including a strong element of native vegetation was one of my top elements for the park and I am so glad that the City was able to have included in the design of the park a mosaic of elements to serve multiple aspects of the local community. I have attended two Measure R Citizens Oversight Committee meetings and intend to continue to attend these meetings either as a private citizen or as a representative of the City of Porterville.

Education

My Bachelor's degree major is Interdisciplinary Social Science with an emphasis in Ecology, my minor is Recreation Education. I have continued my post graduate studies in the field of Education with over 100 graduate units. In addition to furthering my education within the field of Special Education I have continued my education in GIS mapping, development of alternative transportation systems, clean air concerns, native plants, park development, and water issues.

Business Experience

I owned Cal Natives Nursery, a small native plant propagation business, in Porterville for 10 years. During that time the City of Porterville was one of our customers. All sales combined to the City of Porterville total less than \$1,000. The business has been closed for 7 years and there is no plan to reopen the business.

City of Porterville

Request for Appointment – Measure R Citizens Oversight Committee

Why are you interested in this position?

I am interested in serving on the Measure R Citizens Oversight Committee because, I want to advocate for the proper and timely use of Measure R funds. The Porterville area needs a representative to the committee who can speak to the needs of the area, to bicycle, pedestrian, and public transportation issues along with design of road networks that are better for air quality. I want to advocate for Porterville's needs and make sure that the funds available through Measure R are fairly and judiciously used throughout Tulare County.



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Steven E. Tree

(Please Print)

Appointment to: Measure R Oversight Committee

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]
Porterville, California 93257

Mailing Address:

Same

Name of Business:

Tree's Siera Management - DBA SM Transect



Own

☐ Operate

Business Address:

15 East Thurman - Suite A

Porterville, California, 93257

Telephone: Home

Work

FAX

E-mail

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

I feel when you live in a community you should become involved in that community. By serving on committies, running for an elected position, being active in your church or joining a service club are ways to do that. If you reach out and get involver you will help make your community a be better place to live.

☐ Resume attached

☒ Letter of request attached

Submitted By: _____

Steve E. Lee

11-1-18
Date

Received by: _____

J. Zavala

Forwarded to: City Clerk

☒ Date: 11-1-18

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

Steven E. Tree

[REDACTED]
Porterville California, 93257
[REDACTED]
[REDACTED]

November 1, 2018

Honorable Mayor Stowe, City Of Porterville
291 North Main Street
Porterville, California, 93257

Dear Mayor Stowe:

Enclosed you will find my application for the open position on The Measure R Oversight Committee. I have strong feeling about service for our great Country, State, County and the City of Porterville.

Some of my volunteer and work experiences are listed below:

- I served on the City Council from 1982 to 1985 and it was my honor to have served as Mayor for two of the four years.
- After leaving the City Council, I served as a member of the Porterville Redevelopment Advisory Committee for over twenty years.
- I served on the Tule River Economic Council for eight years
- Two years as president of the California Association of Rehabilitation Facilities.
- 40 years as the Executive Director of the Porterville Sheltered Workshop. During that time, I helped the company grow from a business with an annual budget of \$35,000 and thirty five clients, to an annual budget of over ten million dollars serving five hundred clients.

I feel my volunteer and work experiences qualifies me for serving on the Measure R Oversight Committee.

Thanks for your consideration,



Steven E. Tree



CITY COUNCIL AGENDA – NOVEMBER 20, 2018

SUBJECT: Consideration of Modification to Existing Contract with Pena's Disposal Service

SOURCE: Public Works

COMMENT: The recycling market has become extremely volatile due to the fact that China, once the largest importer of recyclable material, has banned imports of post-consumer materials such as mixed paper, mixed plastics, and Polyethylene Terephthalate (PET) plastics. They have also set strict contamination limits on the material not covered by the ban. These stricter contamination levels are forcing Material Recovery Facilities (MRFs) to improve their bale quality, which in turn is increasing the associated processing costs. The difficult market conditions that have existed for recycling for the last several years have made this an extremely challenging time for many in the industry.

On April 7, 2015, the Council approved amending the contract with Pena's Disposal Service to negate the payment the City received from Pena's for our recycling stream, and instead the City is currently being charged \$15 per ton to process the recycling stream. At the time, Pena's indicated that they had been experiencing higher than anticipated operating costs and a global decrease in the demand for recyclables.

China's changing national policy is creating serious new challenges in the U.S. recyclable market, MRFs are on a desperate hunt for new end users, and strict contamination levels are driving processing costs up. Both of these factors have resulted in Pena's Disposal Services approaching the City Council with a request to once again, modify the existing agreement. They are proposing a Sliding Price Scale based on the scrap value of the material received from the City minus their processing cost. If the scrap value exceeds the processing costs, then Pena's Disposal Services will compensate the City of Porterville the difference. The scrap value will be adjusted quarterly based on the previous quarters published market rates published by RecyclingMarkets.net. The current rate proposed is \$43.92 per ton, with a clause that at no time shall the cost to the City exceed \$45 per ton pending the Sliding Price Scale projections. While there is a chance of compensation, the overall impact to the City of the new processing costs could result in an additional cost of approximately \$120,000 for FY 18/19.

The current agreement expires June 12, 2021, and stipulates a 60-day cancellation notice. If the Council chooses not to modify the agreement, staff will need to immediately advertise and execute a new RFP and agreement for the required services. Given the volatility of the market, it is staff's

recommendation that the City Council accept the proposal to amend the current agreement with Pena's Disposal Services for the remainder of the contract and authorize the mayor to sign Amendment #3 of the agreement.

RECOMMENDATION: That City Council:

1. Accept Pena's Disposal Service's proposed amendment; and
2. Authorize the Mayor to sign Amendment #3.

OR

3. Provide Pena's with a 60-day cancellation notice; and
4. Authorize staff to advertise a new RFP for the transfer and processing of recyclables.

ATTACHMENTS:

1. Amendment #3
2. Sliding Scale Amend 3

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

CITY OF PORTERVILLE AGREEMENT
AMENDMENT NO. 3

AMENDMENT TO THE AGREEMENT MADE BY THE CITY OF
PORTERVILLE AND PENA'S DISPOSAL SERVICE
DATED JUNE 13, 2011

The above-referenced Agreement between the City of Porterville (City) and Pena's Disposal Service (Contractor) shall be amended as follows:

1. The current set fee of \$15 per ton paid to Contractor for all recyclables processed by the Contractor shall no longer apply. Instead, Contractor shall pay to or collect from City compensation for receipt of 100% of the residential and commercial recycle waste streams using Exhibit 1 Sliding Price Scale (attached) to set the price per ton to be paid or collected from the City each month. Such sum or invoice for payment, accompanied by all required reports and supporting documents, shall be presented to the City no later than thirty (30) days following the end of the month prior, for recyclables received by Contractor in the prior month. Reports shall include the following:

Quarterly update of the Sliding Price Scales in Exhibit 1
Quarterly reports showing the published PPI rates and the average market pricing from RecyclingMarkets.net for the commodities specified in Exhibit 1
Semi-annual Waste Composition Studies Annual analysis of Contractor's processing cost

Sliding Price Scale material values and data shall be evaluated quarterly during the contract term by the Contractor, and submitted to the City for review to determine validity and consistency with the current market prices and scrap values. Sliding Price Scale shall be updated quarterly, any proposed changes to the sliding price scale or data shall not exceed \$45 per ton, and shall be agreed upon by both parties within 30 days of submittal to the City. Failure to agree on any scale changes may be cause for contract cancellation per the cancellation provisions of the contract and upon written notice by either party.

Per ton compensation to or from City shall be according to the following formula. A positive value indicates amount paid by Contractor to City. A negative value indicates amount paid by City to Contractor.

$$(\text{Material Value}) - (\text{Processing cost}) = \text{Compensation to City}$$

2. The City agrees to implement the amended contract price arrangement effective June 1, 2018; the month the proposed price scale was submitted to the City by the Contractor. Upon execution of this amendment, Contractor shall adjust all payments/receipts for all materials received from June 1, 2018 using the amended pricing mechanism, and invoice (with attached detail adjustments) the City for any amounts to be reimbursed to the Contractor.

3. At the conclusion of the term of this Agreement (June 12, 2021), the parties may consider an additional extension of the Agreement on a year to year basis for up to two years as provided in the original agreement.

4. Except as amended herein, the Agreement between the City of Porterville and Pena's Disposal Service, dated June 13, 2011, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 on the _____ day of _____ 2018, and agree that this amendment shall amend and be incorporated as part of the agreement dated June 13, 2011.

APPROVED AS TO FORM

CITY OF PORTERVILLE
A Municipal Corporation

Julia Lew, City Attorney

Milt Stowe, Mayor

ATTEST

CONTRACTOR

John D. Lollis, City Clerk

Arthur G. Pena

City of Porterville

1 Percentage of material in stream as determined by composition studies	Weight Received (lbs)	614,080.00							
	Time Frame	Monthly							
	Material	Percentage	Total Weight	Scrap Rate Per LB	Index	Scrap Value	CS Rate (CRV)	Total CS Value (CRV)	Total Value
	Aluminum	0.09%	545	\$ 0.68	RecyclingMarkets.net	\$ 370.28	\$ 1.55	\$ 844.27	\$ 1,214.55
	Mixed Glass #2	2.66%	16,335	\$ (0.02)	RecyclingMarkets.net	\$ (245.02)	\$ -		\$ (245.02)
2 Weight for material stream as % of total weight	Mixed Glass #1	0.29%	1,781	\$ 0.02	RecyclingMarkets.net	\$ 28.49	\$ 0.04	\$ 73.01	\$ 101.51
	PET Plastic	0.32%	1,965	\$ 0.11	RecyclingMarkets.net	\$ 213.41	\$ 0.56	\$ 1,100.43	\$ 1,313.84
3 Average scrap rates from previous quarters	HDPE Colored	3.15%	19,344	\$ 0.16	RecyclingMarkets.net	\$ 3,033.06	\$ -	\$ -	\$ 3,033.06
	HDPE Natural	0.48%	2,948	\$ 0.28	RecyclingMarkets.net	\$ 828.48	\$ 0.03	\$ 94.32	\$ 922.80
4 Source of average scrap pricing	Mix Hard Rigged	2.06%	12,650	\$ 0.02	RecyclingMarkets.net	\$ 268.18	\$ -	\$ -	\$ 268.18
	OCC	34.98%	214,805	\$ 0.04	PPI	\$ 7,518.18	\$ -	\$ -	\$ 7,518.18
	SOP	3.50%	21,493	\$ 0.10	PPI	\$ 2,041.82	\$ -	\$ -	\$ 2,041.82
5 Total weight in pounds as distributed by %'s	ONP	6.19%	38,012	\$ 0.02	PPI	\$ 855.26	\$ -	\$ -	\$ 855.26
	Scrap Metal	0.00%	0	\$ 0.08	N/A	\$ -	\$ -	\$ -	\$ -
	Tin Cans	3.60%	22,107	\$ 0.08	N/A	\$ 1,658.02	\$ -	\$ -	\$ 1,658.02
	PET non-crv	1.14%	7,001	\$ 0.11	RecyclingMarkets.net	\$ 760.26	\$ -	\$ -	\$ 760.26
	Tires & Oil	0.00%	0	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
	Wood	0.00%	0	\$ -	N/A	\$ -	\$ -	\$ -	\$ -
6 Total average tons per month	Residuals	41.54%	255,089	\$ (0.01)	Gate Tipping Fee	\$ (3,571.24)			\$ (3,571.24)
		100.00%				\$ -			
			614,072			\$ 13,759.17		\$ 2,112.04	\$ 15,871.20
			307.04						\$ 51.69
7 Total Blended Value per ton	Per Ton		\$ 51.69	Total Value	Per Month		\$ 15,871.20		
8 Fixed Processing Costs (Annual increase based on CPI)			\$ 1.61	Residuals			\$ 494.33	14 Residual Fees are included in the Blended Value Calculation	
			\$ 51.95	Baling			\$ 15,950.52		
			\$ 2.82	Processing			\$ 865.84		
9 Cost Per ton to Breakeven (Blended Value per ton less Processing Cost)			\$ 3.04	Utilities			\$ 933.39		
			\$ 22.12	Administrative			\$ 6,791.64		
			\$ 3.05	Transportation			\$ 936.46		
			\$ 84.59	Capital			\$ 25,972.18		
			\$ (32.90)	Processing Cost			\$ (10,100.97)	15 Profit Margin (13% of Processing Costs)	
			\$ (11.00)	Breakeven			\$ (3,376.38)		
10 Total charge per ton to City			\$ (43.90)	13%					
				Charge per Ton			\$ (13,477.36)		

NOTES:

- Based on the current waste composition and market values, the current charge to the city for single stream material would be \$43.90 per ton or \$13,477.36 monthly.
- Scrap values and CS rates will be updated quarterly based on the prior quarters' average derived from the given index. Waste studies will be conducted semi-annually to determine the percentage of weight by commodity. If the new calculation results in an increase of the total charge per ton, the difference will be the market surcharge for the following quarter. For example, if the total Blended Value per ton drops \$1 per ton, the Charge per Ton will increase \$1 per ton or 2.3% (\$1.00/\$43.90).



CITY COUNCIL AGENDA – NOVEMBER 20, 2018

SUBJECT: Consideration of a Loan Agreement with Cornerstone Main Partners, LLC, Grant of Easement, and Authorization for Sale of Property at 14 N. Main Street

SOURCE: City Manager's Office

COMMENT: On April 19, 2016, the Successor Agency to the Porterville Redevelopment Agency, approved the release of a Request for Proposals (“RFP”) for the Porterville Cornerstone Project, formerly the Porterville Hotel (APN 261-122-007). The three-story structure was lost to a fire in December 2013. The City completed demolition work, which included a Phase II Environmental Site Assessment, compacted filling of the basement, and rough grading with the intent to provide a clean, ready-to-build site.

The purpose of the RFP was to find a developer who would continue the momentum of the business growth and gentrification of the Main Street downtown corridor. The requirements for the RFP included that the development be designed in compliance with the Downtown Design Guidelines, and would be developed a minimum of three stories with an anticipated mix of uses of offices on the upper floors, and retailers on the ground floor. The RFP circulated from April 18, 2016 through June 20, 2016. Staff held a teleconference for interested developers, as well as, offered site tours upon request. No proposals were submitted and very little interest was generated.

As the Department of Finance was pressuring the Successor Agencies to sell or transfer properties included within the Long Range Property Management Plans, in accordance with Health and Safety Code §34191.4, City Council determined to purchase the property from the Successor Agency, in order to continue the goals of the former Redevelopment Agency. On October 17, 2017, the City Council and the Successor Agency to the Porterville Redevelopment Agency authorized staff to begin the negotiation process for the City of Porterville to acquire the property from the Successor Agency for the appraised value of \$220,000.

In March of 2018, staff was approached by local developers to discuss the potential development of the Cornerstone Project. In closed session on 08/07/2018, City Council authorized staff to begin property negotiations with Cornerstone Main Partners, LLC., which included not only the sale of the property, but the concept of entering into a loan agreement for the purpose of developing a three-story mixed use building.

The sale of the property and a loan agreement has been negotiated with

Item No. 7.

Cornerstone Main Partners, LLC, with the loan being secured by a Promissory Note and Deed of Trust for \$2,720,000.00, with an interest rate of 2.4% amortized over a 20 year term to assist with costs, fees and services related to the purchase and development of the property. Repayment date is no later than November 30, 2038 or the expiration of the initial lease term between the Borrower and the County of Tulare, whichever is later. Funding for the loan is through an interfund loan between the City's General Fund Equipment Replacement and the General Fund.

The loan is secured by a Deed of Trust, and will be subordinated to the Developer's primary permanent financing for the project, estimated at \$10,000,000.

To address the projects and the City's parking needs, the parties have agreed to reciprocal easements on parking lots owned by the City and the developer, respectively. The developer will have exclusive use of its parking easement between the hours of 8 a.m. and 5 p.m., in order to address the specific use required by the tenant (County of Tulare). The developer has also agreed to make substantial improvements and will maintain the easement area. The City's parking easement area received from the developer will be designated for public parking at all times.

RECOMMENDATION:

That the City Council:

1. Approve the loan agreement with Cornerstone Main Partners, LLC;
2. Adopt the draft Resolution approving an inter-fund loan agreement from General Fund Equipment Replacement (003) to the General Fund (001) for the payment to Cornerstone Main Partners, LLC;
3. Authorize staff to record a Grant Easement for the parking lots;
4. Adopt the draft Resolution authorizing conveyance of property at 14 N. Main Street;
5. Authorize staff to begin escrow in accordance with the Purchase and Sale Agreement;
6. Authorize the City Manager, City Attorney and/or the Finance Director to make any augmentation, modification, additions, or revisions as may be necessary; and
7. Authorize the Mayor and/or City Manager to sign all necessary documents.

ATTACHMENTS:

1. Loan Agreement
2. Draft Resolution approving Inter-Fund Loan Agreement
3. City PSA Grants of Easements with Exhibits
4. Draft Resolution Authorizing Sale of Property
5. Grant Deed

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir

CITY OF PORTERVILLE

LOAN AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND CORNERSTONE MAIN PARTNERS, L.P.

THIS LOAN AGREEMENT (hereinafter "Agreement") is entered into as of this _____ day of November, 2018 by and between the CITY OF PORTERVILLE, a municipal corporation (the "City"), and CORNERSTONE MAIN PARTNERS, L.P., a California Limited Partnership ("Borrower").

RECITALS

A. The Borrower desires to acquire approximately 11,071 square feet of commercial property from the City for the purposes of developing an approximate 46,290 square foot, three-story building at 14 N. Main Street (APN #261-122-007), Porterville California. Borrower will secure a separate lease agreement with the County of Tulare for government offices at the site. The site is located in the City of Porterville, County of Tulare, State of California, and a diagram/legal description is attached hereto as Exhibit A ("Property").

B. The City desires to assist in the downtown revitalization and infill development effort and encourage the development of community services, by providing financial assistance in the form of a loan to the Borrower.

NOW, THEREFORE, in consideration of the mutual promises, and for other good and valuable consideration, for which the receipt and adequacy is hereby acknowledged, the parties agree that the funds be loaned to Borrower by City subject to the following conditions and limitations:

I. GENERAL TERMS AND CONDITIONS

- A. **Loan Terms.** City shall loan Two Million Seven Hundred and Twenty Thousand Dollars (\$2,720,000.00) to Borrower at a compound interest rate of 2.4% amortized over a 20 year term (240 months), to assist with costs, fees and services related to the purchase of the property and financing of the Development (the "Loan"). The parties acknowledge that disbursement will be made back to the City in the amount of the balance of the Property purchase price at the close of escrow. Thereafter, interest-only payments shall be made monthly, with the first payment due on December 1st, 2019. A Schedule of payments is attached hereto as Exhibit "B." Repayment of the principal (and any remaining unpaid interest) shall be made in full no later than November 30, 2039 or the date of the expiration of the initial lease term between the Borrower and the County of Tulare, whichever is later. There shall be no penalty for partial or full

early repayment. This loan shall be secured by the Promissory Note and Deed of Trust attached hereto as Exhibit "C."

B. Disbursement of Funds. The loan funds shall be disbursed in lump sum as a deposit into escrow as financing for the purchase and development of the Property. Borrower agrees to use the loan funds for the costs of acquisition, soft costs, services, materials and construction of the Property for the initial period of development and construction, which is estimated to be four (4) months from the date of funding, at which time Borrower shall obtain a Primary Loan as further defined in Section C below. Disbursement of the full sale price balance for the Property from the loan funds will be made to City at the close of escrow, and Exhibit "B" shall reflect the disbursement accordingly.

C. Subordination to Primary Loan. The City agrees that its Loan ("City Loan") shall be subordinate to Borrower's primary construction loan, permanent loan and any refinancing during the term of the Loan as may be necessary ("Primary Loan") obtained as financing for the development, construction of improvements and placement of permanent financing to the property. The City Loan shall be automatically subordinated to a deed of trust executed by Borrower to secure a Primary Loan obtained for the purpose of constructing improvements and obtaining permanent financing on the Property, provided that:

- a) At the time of recordation of the deed of trust securing the Primary Loan, no unrescinded notice of default of the City Loan shall appear of record, no mechanic's liens shall appear of record and Buyer shall not be in default of the payment of any taxes or assessments affecting the property then encumbered by the City Loan.
- b) The total amount of the Primary Loan shall not exceed \$10,000,000.00, for which the maximum interest rate will not exceed 7.0%.
- c) The Primary Loan shall be payable monthly over a period of time of not less than 240 months or more than 21 years or the date of the expiration of the initial lease term between the Borrower and the County of Tulare, whichever is later.
- d) The Primary Loan shall be made by a bank, life insurance company, building and loan association, savings and loan association, investment bank or other institutional lender ("Primary Lender").
- e) The proceeds of the Primary Loan shall be disbursed by the Primary Lender either through its own offices or through a bonded disbursement control agency.
- f) Borrower shall deliver to City a binding written commitment from a Primary Lender to make the Primary Loan on the Property.

- g) The remaining terms and provisions of the Primary Loan shall be as required by the Primary Lender.
- h) The City Loan shall record and fund prior to the Primary Loan. Upon recordation of the Primary Loan, City shall provide a signed subordination agreement mutually acceptable to the City and Primary Lender.
- i) The City Loan and Primary Loan shall not cause the combined loan to value ratio for the Property to exceed 85%. Valuation for the purposes of this Agreement shall be made based on an appraisal performed within six (6) months of the proposed encumbrance by either the Primary Lender's appraiser or an appraiser mutually agreed upon by both parties.

D. **Borrower Conditions.** Borrower agrees to abide by all conditions fully set forth below.

1. This Agreement is contingent upon Borrower's purchase of the Property from the City, and Borrower securing the County of Tulare as a tenant for the Property, with a commitment for the opening of the government offices.
2. Borrower has requested the financial support of City provided for in this Agreement in order to enable Borrower to develop the Property and lease the Property to the above-referenced tenant. City shall have no relationship whatsoever with the services provided, except the provision of financial support. To the extent, if at all, that any relationship to such services on the part of City may be claimed or found to exist, Borrower shall be an independent contractor only.
3. Borrower shall obtain any and all federal, state, and local permits and licenses required to complete the Development as described in this Agreement. Borrower further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.
4. Subject only to the exception as stated in Section I.C., Borrower shall not allow the Development to be attached in any manner, including any liens or other encumbrances or any mortgages or other security interest without the prior written consent of City and only as provided in this Agreement.
5. Borrower shall not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of City. Any such assignment of delegation made without the required consent shall be voidable by City, and may, at the option of City, result in the termination and repayment of all financial support provided herein.
6. Borrower shall maintain or cause its tenants to maintain a comprehensive general liability policy in not less than the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (both inclusive of umbrella

coverage) or such other policy limits as the City may approve at its discretion, including contractual liability, as shall protect Borrower from claims for such damages, and which policy shall be issued by an insurance carrier with an Alfred M. Best Company, Inc. general policy holder rating of A-VIII. Such policy or policies shall be written on an occurrence form. Notwithstanding anything contained herein, the County of Tulare is a self-insured entity and City waives any requirement of the County of Tulare as a tenant of the Property to procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

7. To the fullest extent permitted by law, Borrower shall protect, defend, indemnify, and save and hold harmless City, its officers, employees and agents from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Borrower's obligation to protect, defend, indemnify, and save and hold harmless as set forth in this paragraph shall include any and all attorneys' fees incurred by City, its officers, employees and agents in the defense of handling of said suits, demands, judgments, liens and claims and all attorneys fees and investigation expenses incurred by City, its officers, employees and agents in enforcing or obtaining compliance with the provisions of the Agreement. Borrower may comply with this requirement by obtaining insurance coverage through its tenant or via an insurance carrier/company rated in accordance with Section I.C.6., above. However, any applicable policy limits shall not serve as a cap or limit concerning the extent of indemnification responsibility or amount of liability under this section.

8. Borrower shall not use any funds or resources which are supplied by City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify City of any legal action which is filed by or against it.

9. Borrower shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City regulation or state or federal statute.

10. Any material breach of this Agreement may, after 30-day notice to Borrower and a failure (within a reasonable amount of time) thereby to cure such material breach, in the discretion of City, result in forfeiture of all funds received by Borrower pursuant to this Agreement, or any part thereof.

II. MISCELLANEOUS TERMS

A. Modification. This Agreement shall only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

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

C. Entire Agreement. This Agreement (including the Promissory Note and Deed of Trust) contains the entire understanding between the parties relating to the transaction contemplated by this Agreement.

D. Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or any other address as that party may later designate by Notice.

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

To Borrower: Cornerstone Main Partners, L.P.
17671 Irvine Blvd., Suite 204
Tustin, CA 92780
Attention: David H. Paynter

E. Applicable law/Venue. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. This Agreement is entered into and to be performed in Tulare County, California. To the fullest extent permitted by law, Borrower hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

F. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

G. Rights and Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

H. **Successors and Assigns.** All of the terms, covenants and conditions of this Agreement shall be binding upon the parties and their successors and assigns.

I. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to nay party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

J. **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

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

CORNERSTONE MAIN PARTNERS, L.P.

By: _____
David H. Paynter, General Partner

APPROVED AS TO FORM:

_____, Esq.

CITY OF PORTERVILLE

By: _____
Milt Stowe, Mayor

APPROVED AS TO FORM:

By: _____
Julia Lew, City Attorney

**LEGEND**

--- EXISTING RIGHT OF WAY LINE

— PROPERTY LINE

— ROAD CENTERLINE

1 7

BLOCK No. PER MAP OF THE TOWN OF
PORTERVILLE, RECORD MAP 3-18



SCALE: 1" = 100'

100' 0' 100'

City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA. 93257
(559) 782-7462

*Lots 17, 18, 19, and 20 in Block 54 of the
Map of the Town of Porterville, in the City
of Porterville, County of Tulare, State of
California, according to the map thereof
recorded in Book 3 Page 18 of maps, Tulare
County Records.*

OWNER:	City of Porterville
APN:	261-122-007
AREA:	10,000 SQFT.
ACRES:	0.23 Acres
DRAWN BY:	AV/CAL
CHK'K BY:	MKR

Exhibit B – Schedule of Payments

The Schedule of Payments shall be determined upon Close of Escrow and Date of Funding

PROMISSORY NOTE
SECURED BY DEED OF TRUST

\$2,720,000.00 _____, 20__

THIS PROMISSORY NOTE (this "Note") is made as of _____, 20__, by CORNERSTONE MAIN PARTNERS, L.P., a California limited partnership ("Borrower"), having an address at 17671 Irvine Boulevard, Suite 204, Tustin, CA 92680, to and in favor of CITY OF PORTERVILLE, a municipal corporation, its successors and assigns ("Lender"), having an address at 291 North Main Street, Porterville, CA 93257.

FOR VALUE RECEIVED, Borrower, unconditionally promises to pay to the order of Lender, without any counterclaim, setoff or deduction whatsoever, on the Maturity Date (as hereinafter defined), at the office of Lender, or at such other place as Lender may designate to Borrower in writing from time to time, the principal sum of TWO MILLION SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$2,720,000.00), together with interest on so much thereof as is from time to time outstanding and unpaid, from the date of the advance of the principal evidenced hereby, payable in lawful money of the United States of America, which shall at the time of payment be legal tender in payment of all debts and dues, public and private, as set forth in Section 1.01 of this Note.

ARTICLE I

TERMS AND CONDITIONS

1.01 Payment of Principal and Interest. Interest shall be computed hereunder based on a 365-day year and paid for the actual number of days elapsed for any whole or partial month in which interest is being calculated. Such principal and interest shall be payable at a compound interest rate of two and four-tenths percent (2.4%) amortized over a 240 month (20 year). Interest-only payments shall be made monthly, with the first payment due on December 1, 2019. A schedule of payments is attached hereto as Exhibit "A." Repayment of the principal (and any remaining unpaid interest) shall be made in full no later than November 30, 2038 at which time the entire outstanding principal balance hereof, together with all accrued but unpaid interest thereon, shall be due and payable in full. Each such installment shall be applied first to the payment of accrued interest and then to reduction of principal.

1.02 Prepayment. This Note may be prepaid at any time without penalty.

1.03 Security. The indebtedness evidenced by this Note and the obligations created hereby are secured by, among other things, (a) that certain Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents, (the "Security Instrument"), dated of even date herewith made by Borrower in favor of Lender, encumbering certain property located in Tulare County, California, together with any and all renewals, modifications, amendments, restatements, consolidations, substitutions, replacements, and extensions and modifications thereof, are herein referred to collectively as the "Loan Documents." The whole of the principal sum of this Note, together with all interest accrued and unpaid thereon and all other sums due under the Loan Documents is herein referred to as the "Debt." All of the terms and provisions of the Loan Documents are incorporated herein by reference. Some of the Loan Documents are to be filed for record on or about the date hereof in the appropriate public records.

1.04 Default

(a) It is hereby expressly agreed that should any default occur in the payment of principal or interest as stipulated above and such payment is not made when due, or should any other default occur under any of the Loan Documents which is not cured within any applicable grace or cure period therein, including without limitation, any sale, transfer, conveyance or other violation of the terms of the Security Instrument, then a default shall exist hereunder, and in such event the indebtedness evidenced hereby, including all sums advanced or accrued hereunder or under any other Loan Document, and all unpaid interest accrued thereon, shall, at the option of Lender and without notice to Borrower, at once become due and payable and may be collected forthwith, whether or not there has been a prior demand for payment and regardless of the stipulated date of maturity.

(b) The remedies of Lender in this Note or in the other Loan Documents, or at law or in equity, shall be cumulative and concurrent, and may be pursued singly, successively or together in Lender's discretion. Time is of the essence with respect to all matters concerning or relating to this Note. Borrower agrees to pay on demand all expenses and costs of enforcement, administration and collection incurred or paid, including but not limited to reasonable attorney fees and disbursements of Lender.

1.05 Exculpation. Notwithstanding anything in the Loan Documents to the contrary, but subject to the qualifications set forth below, Lender agrees that (i) Borrower shall be liable upon the indebtedness evidenced hereby and for the other obligations arising under the Loan Documents to the full extent (but only to the extent) of the security therefor, the same being all properties (whether real or personal), rights, estates and interests now or at any time hereafter securing the payment of this Note and/or the other obligations of Borrower under the Loan Documents (collectively, the "Security Property"); (ii) if default occurs in the timely and proper payment of all or any part of such indebtedness evidenced hereby or in the timely and proper performance of the other obligations of Borrower under the Loan Documents, any judicial proceedings brought by Lender against Borrower shall be limited to the preservation, enforcement and foreclosure, or any thereof, of the liens, security titles, estates, assignments, rights and security interests now or at any time hereafter securing the payment of this Note and/or the other obligations of Borrower under the Loan Documents, and confirmation of any sale under power of sale, and no attachment, execution or other writ of process shall be sought, issued or levied upon any assets, properties or funds of Borrower or its general or limited partners other than the Security Property except with respect to the liability described below in this section, and (iii) in the event of a foreclosure of such liens, security titles, estates, assignments, rights or security interests securing the payment of this Note and/or the other obligations of Borrower under the Loan Documents, whether by judicial proceedings or exercise of power of sale, no judgment for any deficiency upon the indebtedness evidenced hereby shall be sought or obtained by Lender against Borrower.

1.06 Cost Reimbursement. If this Note is not paid when due, or if an event of default occurs, Borrower agrees to pay all costs and expenses (including attorneys' fees) incurred by Lender as a result thereof, including, without limitation, all costs and expenses (including attorneys' fees) incurred in (i) any proceeding for collection of the debt evidenced hereby, (ii) any foreclosure or exercise of the power of sale under the Security Instrument, (iii) protecting or sustaining the lien of the Security Instrument, or (iv) any litigation or Controversy arising from or connected with this Note or the Security Instrument, including any action to protect or enhance Lender's rights in the event 'Borrower becomes subject to a proceeding under applicable bankruptcy law (including filing, or responding to, as appropriate, a motion to obtain relief from the automatic stay under applicable bankruptcy law, to obtain adequate protection and to use cash collateral). The attorneys' fees and other costs which Lender shall be entitled to recover from Borrower shall include all those incurred by Lender.

ARTICLE II

GENERAL CONDITIONS

2.01 No Waiver; Amendment. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a partial or past due payment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by any applicable laws; and Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release; discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part unless Lender agrees otherwise in writing. This Note may not be changed orally, but only by a definitive written agreement signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

2.02 Waivers. Presentment for payment, demand, protest and notice of demand, protest and nonpayment and all other notices are hereby waived by Borrower. Borrower hereby further waives and renounces, to the fullest extent permitted by law, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisal, exemption and homestead now or hereafter provided by the Constitution and laws of the United States of America and of each state thereof, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note or the other Loan Documents.

2.03 Use of Funds. Borrower hereby warrants, represents and covenants that no funds disbursed hereunder shall be used for purposes not related to the Security Property.

2.04 Unconditional Payment. Borrower is and shall be obligated to pay principal, interest and any and all other amounts which become payable hereunder or under the other Loan Documents absolutely and unconditionally and without any abatement, postponement, diminution or deduction and without any reduction for counterclaim or setoff.

2.05 Further Assurances. Borrower shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Lender all documents, and take all actions, reasonably required by Lender from time to time to confirm the rights created under this Note and the other Loan Documents, to protect and further the validity, priority and enforceability of this Note and the other Loan Documents, to subject to the Loan Documents any property of Borrower intended by the terms of any one or more of the Loan Documents to be encumbered by the Loan Documents, or otherwise carry out the purposes of the Loan Documents and the transactions contemplated thereunder; provided, however, that no such further actions, assurances and confirmations shall increase, modify or change Borrower's obligations under this Note or under the other Loan Documents.

2.06 Submission to Jurisdiction. BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF CALIFORNIA OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS NOTE, (B) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF

COMPETENT JURISDICTION SITTING IN EITHER THE CITY OR THE COUNTY WHERE THE PROPERTY IS LOCATED, (C) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND (D) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT BORROWER WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM AND BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO BORROWER AT THE ADDRESS.FOR NOTICES DESCRIBED ON THE FIRST PAGE HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VAUD AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

2.07 Miscellaneous. This Note shall be interpreted, construed and enforced according to the laws of the State of California and the applicable laws of the United States of America. The terms and provisions hereof shall be binding upon and inure to the benefit of Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, whether by voluntary action of the parties or by operation of law. As used herein, the terms "Borrower" and "Lender" shall be deemed to include their respective successors, successors-in-title and assigns, whether by voluntary action of the parties or by operation of law. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles of articles and sections are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. Capitalized terms used in this Note and not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument or in the other Loan Documents. Time is of the essence with respect to all provisions of this Note, the Security Instrument and the other Loan Documents. This Note and the other Loan Documents contain the entire agreements between the parties hereto relating to the subject matter hereof and thereof and all prior agreements relative hereto and thereto which are not contained herein or therein are terminated.

IN WITNESS WHEREOF, Borrower, intending to be legally bound hereby, has duly executed this Note as of the day and year first written above.

CORNERSTONE MAIN PARTNERS, L.P.

A California Limited Partnership

By: _____

David H. Paynter, General Partner

RESOLUTION NO. ____ -2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA, APPROVING AN INTER-
FUND LOAN AGREEMENT FROM GENERAL FUND EQUIPMENT
REPLACEMENT (003) TO THE GENERAL FUND (001) OF \$2,720,000 FOR A 20
YEAR TERM FOR THE FUNDING OF THE LOAN AGREEMENT WITH
CORNERSTONE MAIN PARTNERS, LLC

WHEREAS, the City Council has determined to continue the goals of the former Redevelopment Agency by entering into a loan agreement with Cornerstone Main Partners, LLC, for the development of the Cornerstone Project, a three-story mixed use building; and

WHEREAS, the General Fund Equipment Replacement (003) has sufficient funds necessary to fund scheduled replacements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville hereby approves the Inter-Fund loan from General Fund Equipment Replacement (003) to the General Fund (001) for \$2,720,000 for the funding of the loan agreement between the City of Porterville and Cornerstone Main Partners, LLC, for a 20 year term ending November 30, 2038, at an annual interest rate of 2.4 percent. Interest only payments shall be made monthly. Repayment of the principal shall be made no later than November 30, 2038.

PASSED, APPROVED AND ADOPTED this 20th day of November, 2018.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Recording Requested By: Cornerstone Main Partners, L.P. When Recorded Return to: Cornerstone Main Partners, L.P. 17671 Irvine Blvd., Suite 204 Tustin, CA 92780	
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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANTS OF EASEMENTS

This Grants of Easements ("Agreement") is made effective as of the _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF PORTERVILLE, a Charter City and Municipal Corporation of the State of California ("CITY") and CORNERSTONE MAIN PARTNERS, L.P., a California Limited Partnership ("CORNERSTONE").

RECITALS

A. CITY is the owner of approximately 11,071 sq. ft. of real property located at 14 N. Main Street in the City of Porterville, County of Tulare, State of California (APN 261-122-007) the description of which is attached hereto as Exhibit "B". ("Property").

B. CITY and CORNERSTONE have entered into a Purchase Agreement pursuant to which CITY will sell and CORNERSTONE will buy the Property.

C. CORNERSTONE proposes to develop the Property for among other things, use for offices to be initially leased to the County of Tulare for offices of the Tulare County District Attorney and the Tulare County Public Defender, substantially as shown on the site plan marked Exhibit “A” attached hereto and incorporated by reference herein.

D. CITY owns a Parking Lot in the City of Porterville commonly known as _____ which is in close proximity to the Property, the legal description of which is attached as Exhibit “C”. (“Parking Lot 1”).

E. CORNERSTONE owns real property nearby the Property and Parking Lot 1, the legal description of which is attached as Exhibit “D” (“Parking Lot 2”).

F. By this Agreement CITY and CORNERSTONE desire to provide for the grants by CITY and CORNERSTONE of certain reciprocal easement rights over Parking Lot 1 and Parking Lot 2 for the mutual benefit of CORNERSTONE and the CITY as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CITY and CORNERSTONE agree for their mutual benefit as follows:

1. Grant of Easement (Parking Lot 1): Effective on the recordation of CITY’s grant deed conveying the Property to CORNERSTONE, CITY grants to CORNERSTONE for the benefit of CORNERSTONE, its agents, customers, invitees, licensees, tenants and employees, a non-exclusive appurtenant easement for pedestrian walkways, ingress, egress, parking of motor vehicles, loading and unloading of vehicles, and for the construction installation, operation, use,

maintenance, and/or repair of the parking facilities, including, but not limited to, resealing and striping parking stalls, replacement and reconstruction of a parking lot and related signage, asphalt surface, curbs, gutters, landscaping, lighting facilities, trash enclosure and drainage and utility lines on and under Parking Lot 1 as shown on the area marked Easement Area marked on Exhibit "A".

2. Exclusive Use (Parking Lot 1): CORNERSTONE's tenant(s) on the Property shall have separate and limited control of day-time parking on the area shown on Exhibit "A". CORNERSTONE's tenant(s) limited controlled use of Parking Lot 1 shall be between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, not including State or Federal holidays and shall otherwise be open and available for use by the public (the "Limited Controlled Use"); provided, however, that during construction of the improvements on the Property, CORNERSTONE shall have the right to use Parking Lot 1 for temporary construction staging, parking a construction trailer and/or construction parking.

3. Grant of Easement (Parking Lot 2): Effective on the recordation of CITY's grant deed conveying the Property to CORNERSTONE, CORNERSTONE grants to CITY for the benefit of CITY and to the agents, invitees, licensees and employees of CITY, a non-exclusive appurtenant easement over, through and on Parking Lot 2 for ingress, egress and parking of motor vehicles on Parking Lot 2 as shown a the area marked easement area marked on Exhibit "A".

4. Term: The term of this Agreement shall commence on the recording of this Agreement, immediately following the recordation of the grant deed conveying the Property from the CITY to CORNERSTONE. The Limited Controlled Use of the Parking Lot 1 by CORNERSTONE and its tenant(s) shall continue and remain in effect until such time as the improvements constructed on the Property by CORNERSTONE are no longer used for office

purposes by the County of Tulare or its successors and/or assigns. The non-exclusive appurtenant easements (Parking Lots 1 and 2) shall terminate the later of the date the Limited Controlled Use expires or upon sixty (60) years from the date of this Agreement.

5. Rights of CITY: CITY reserves the right to conduct onsite inspections for the purpose of compliance with the Building Code, Fire Code and Zoning Ordinance. CORNERSTONE shall not do nor permit any act or thing to be done upon Parking Lot 1, other than as provided in this Agreement or which constitutes a nuisance or which may disturb the quiet enjoyment of CITY or any tenant of CITY on adjacent neighboring property. CORNERSTONE agrees that with 72 hours of actual receipt of written notice by the CITY that a nuisance exists to take corrective action to abate or otherwise cause said nuisance to be cured or to file an appeal with the City Council, City of Porterville which appeal must be made in writing and received by the City Clerk, 291 N. Main Street, Porterville, California 93257.

6. Condition of Premises: CORNERSTONE and CITY have inspected Parking Lot 1 and Parking Lot 2 and accept the easements in their present condition, subject to and including all latent or patent defects.

7. Construction Maintenance and Repairs to Easement Area: CORNERSTONE, upon issuance by CITY of the necessary permits therefor, shall install the following improvements: (a) replace two (2) existing parking lot light poles in Parking Lot 1 with new light poles and light fixtures consistent with the CITY downtown architectural theme; and (b) repair as necessary all asphalt and concrete existing improvements and reseal and restripe Parking Lot 1 upon completion of construction of the improvements to be constructed on the Property. CORNERSTONE shall be solely responsible for constructing and installing all improvements within the Easement Area at

its sole cost and expense. CORNERSTONE shall make no grading, drainage or landscape modifications or construct or install permanent improvements or additions in or on Parking Lot 1 without the prior written consent of CITY which shall not be unreasonably withheld, conditioned or delayed.

8. Approval of Proposed Improvements: CITY hereby approves and consents to CORNERSTONE's proposed improvement of Parking Lot 1 as depicted on the site plan marked Exhibit "A" attached hereto provided however that any such approval by CITY is subject to CORNERSTONE's submission of plans and specifications to the CITY for review and approval thereof and the issuance of such permits as may be required therefor.

9. Maintenance: CORNERSTONE shall keep the following items in Parking Lot 1 in a good state of maintenance and repair: (a) two (2) parking lot light poles and associated light fixtures; (b) reseal the asphalt a minimum of every five (5) years and restripe the asphalt a minimum of every three (3) years; (c) all property signage and sign poles. During the term of this Agreement, CITY shall have the right to notify CORNERSTONE in writing if in CITY's reasonable judgment, CORNERSTONE has failed to maintain the improvements described in this Paragraph 9 in a good state of maintenance and repair. CORNERSTONE shall make such corrections in the time and manner prescribed by CITY or if CORNERSTONE disagrees with CITY's direction, CORNERSTONE shall have the right to appeal to the City Council within 15 days from the date of Notice concerning the request for maintenance or repair made to CORNERSTONE. The decision of the City Council shall be final. This maintenance requirement of CORNERSTONE shall terminate upon the expiration of the Limited Controlled Use.

10. Utilities: During the term of this Agreement, CORNERSTONE shall pay any and all electricity used for the parking lot light poles on Parking Lot 1. CITY shall pay any and all other utilities used on Parking Lot 1. The term “other utilities” as used herein, shall include, but is not limited to, telephone, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal services.

11. Compliance with Law: CORNERSTONE shall at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and order, present or future of the National, State, County or City Government which may in anyway apply to the use of the parking stalls or maintenance of the improvements described in Paragraph 9. of the Parking Lot 1. Notwithstanding anything contained herein, CITY and CORNERSTONE shall be required to keep their own properties in compliance with the Americans with Disabilities Act for the term of this Agreement.

12. Liens and Encumbrances: CORNERSTONE shall keep Parking Lot 1 and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by CORNERSTONE, or from any other cause.

13. Negation of Partnership: CITY shall not become or be deemed a partner or joint venture with CORNERSTONE or associate in any relationship with CORNERSTONE’s operations thereon. CITY reserves all rights in and with respect to Parking Lot 1, not inconsistent with CORNERSTONE’s use of Parking Lot 1 as in this Agreement provided, including (without limiting the generality of the foregoing) the right of CITY to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas,

water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as CITY may deem desirable in connection with the development or use of any other property in the neighborhood of Parking Lot 1. CITY shall compensate CORNERSTONE for any and all damage to CORNERSTONE's improvements and personal property caused by the exercise of the rights reserved in this paragraph. CITY shall provide thirty (30) days written notice if CORNERSTONE's Limited Controlled Use is to be altered or discontinued for any period of time. CITY shall use commercially reasonable efforts to limit the disruption of the Limited Controlled Use.

14. Indemnification: To the fullest extent permitted by law, CORNERSTONE will hold harmless, defend and indemnify CITY from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, or enforcement actions under California Prevailing Wage laws or any other applicable statute or ordinance, resulting from CORNERSTONE's occupation of the Premises or use of the Property, or CORNERSTONE's acts or omissions with respect to the Premises or Property or breach of lease by CORNERSTONE. CORNERSTONE's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify CORNERSTONE from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, or enforcement actions under California Prevailing Wage laws or any other applicable statute or ordinance, resulting from CITY's

occupation or use of the Premises, or CITY's acts or omissions with respect to the premises or breach of lease by CITY. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

15. Liability Insurance: CORNERSTONE, in order to protect the CITY, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of CORNERSTONE's (a) use and operations on Parking Lot 1 or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on CORNERSTONE's property liability policy or policies in the amount of not less than Two Million Dollars (\$2,000,000.00). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Agreement, CORNERSTONE shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that CITY, its agents, officers, and employees are named as additional insured. In the event that CORNERSTONE shall fail to take out and keep in effect such policy or to furnish evidence thereof to CITY, CITY may, at CITY's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from CORNERSTONE or immediately terminate this Agreement. The limits of insurance coverages set forth herein may be reviewed by CITY each January and may be adjusted at such reviews in order to protect the interests of the CITY.

16. Nondiscrimination: CORNERSTONE for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex, sexual orientation, national origin, or any other protected class under applicable law shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that CORNERSTONE shall use the premises in compliance with other Federal and State requirements to ensure services on a fair, equal and not unjustly discriminatory basis to all users thereof.

CORNERSTONE agrees that it shall insert the above nondiscrimination provisions in any agreement by which CORNERSTONE grants a right or privilege to any private person, firm, or corporation to render accommodations and/or services to the public on Parking Lot 1. The forgoing notwithstanding, the Limited Controlled Use is only for the use by the County of Tulare, a political subdivision of the State of California.

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

To the CORNERSTONE:	Cornerstone Main Partners, L.P. 17671 Irvine Blvd., Suite 204 Tustin, CA 92780 Attn: David H. Paynter
---------------------	--

To the CITY:

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

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

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

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

20. Removal of Improvements at Termination: Upon the termination of this Agreement, or any holding over, for any reason other than CORNERSTONE's failure to perform its obligations under the terms and conditions of this Agreement, CORNERSTONE shall have the right at CORNERSTONE's sole cost and expense, to remove all Limited Controlled Use specific striping, sign poles and/or signage within Parking Lot 1 by CORNERSTONE or its contractors so long as they could be removed without damage or disfigurement to the demised premises. If required by the CITY, full restoration of Parking Lot 1 as it existed prior to the installation of said striping, sign poles and/or signage shall be made by CORNERSTONE. If after the termination of

this Agreement CORNERSTONE has not removed said striping, sign poles and/or signage, the CITY shall have the option to claim the ownership thereof or to remove same and restore Parking Lot 1 as set forth above at the expense of CORNERSTONE.

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

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

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

24. Venue: If either CORNERSTONE or CITY initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that this Agreement is entered into and to be performed in the County of Tulare, State of California. To the fullest extent permitted by law, CORNERSTONE hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

25. Covenants and Conditions: Each provision of this Agreement performable by CORNERSTONE shall be deemed both a covenant and a condition.

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

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

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

29. No Public Dedication: The provisions of this Agreement shall not be deemed or constitute a dedication for public use nor create any rights in the general public of any kind, except as expressly provided herein.

30. Recordation: This Agreement shall be recorded in the official record of Tulare County, California immediately following the recordation of the grant deed conveying the Property to CORNERSTONE by the CITY.

31. Recitals: The Recitals are incorporated in and made a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year first herein above written.

CITY OF PORTERVILLE

CORNERSTONE MAIN PARTNERS, L.P.

By: _____
Milt Stow, Mayor

By: _____
David H. Paynter, General Partner

ATTEST:

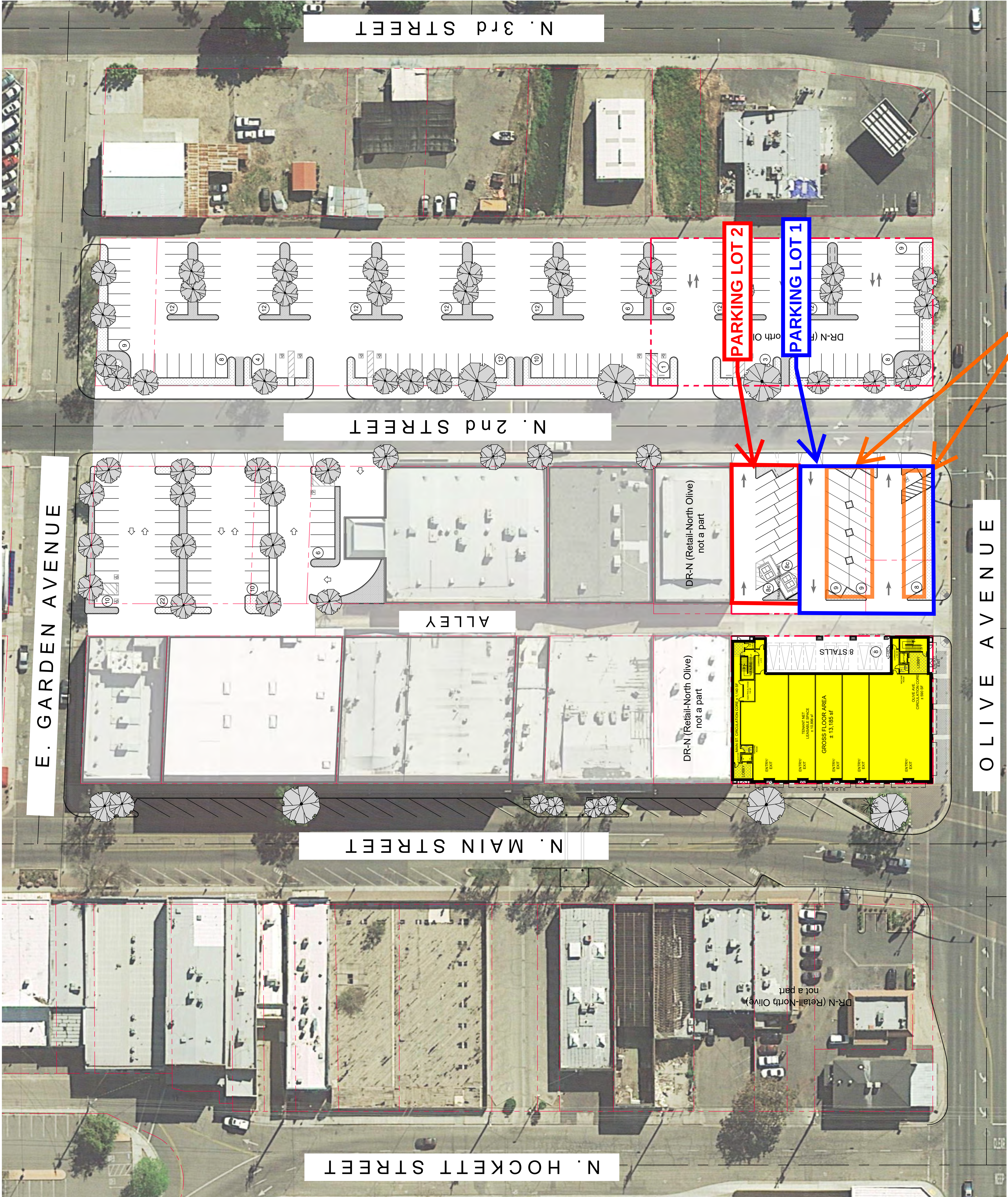
By: _____
John Lillis, City Manager

APPROVED AS TO FORM:

By: _____
Julia Lew, City Attorney

By: _____
Robert K. Hillison, Attorney
For CORNERSTONE

Exhibit "A"



CORNERSTONE PROJECT
14 N. MAIN STREET, PORTERVILLE, CA

CORNERSTONE LIMITED
CONTROLLED PARKING AREAS
8:00 am - 5:00 pm
Weekdays Only

Exhibit "A"

EXHIBIT “B”

That portion of the Northwest quarter of the Northwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

Lots 17, 18, 19, and 20 in Block 54 of the City of Porterville, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded in Book 3, Page 18 of Maps, Tulare County Records.

EXHIBIT “C”

Parking Lot 1 Legal Description

That portion of the Northwest quarter of the Northwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

Lots 13, 14, 15 & 16 in Block 54 of the City of Porterville, County of Tulare, State of California, as per map recorded in Book 3, Page 18 of Maps in the office of the County Recorder’s Office of said County.

EXHIBIT “D”

Parking Lot 2 Legal Description

Lots 11 and 12 in Block 54 of the City of Porterville, County of Tulare, State of California, as per map recorded in Book 3, Page 18 of Maps in the office of the County Recorder's Office of said County excepting therefrom the West 7½ feet thereof.

RESOLUTION NO. _____-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE CONVEYING A GRANT DEED IN FEE FOR REAL PROPERTY
TO CORNERSTONE MAIN PARTNERS, A CALIFORNIA LIMITED PARTNERSHIP

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby authorizes conveyance of land by a Grant Deed in fee to Cornerstone Main Partners, a California Limited Partnership, real property, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the purchase price of \$220,000 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT “A”

That portion of the Northwest quarter of the Northwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

Lots 17, 18, 19, and 20 in Block 54 of the City of Porterville, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded in Book 3, Page 18 of Maps, Tulare County Records.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL THIS
DEED AND TAX STATEMENTS TO:**

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

**NO FEE PURSUANT TO GOVERNMENT
SECTION 27383**

Space above this line for Recorder's Use

GRANT DEED

Atlas Sheet	Section	Township	Range	Street/Avenue
G9	36	21 S	27 E	Main Street

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF PORTERVILLE, a Municipal Corporation organized and existing under and by virtue of the laws of the State of California, does hereby GRANT to the CORNERSTONE MAIN PARTNERS, L.P., A California Limited Partnership all that real property in the City of Porterville, County of Tulare, State of California, described as follows:

See Exhibit "A" and as shown on Exhibit "B" and made a part hereof by reference, consisting of two pages.

EXHIBIT “A”

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**LEGEND**

--- EXISTING RIGHT OF WAY LINE

— PROPERTY LINE

— ROAD CENTERLINE

1 7

BLOCK No. PER MAP OF THE TOWN OF
PORTERVILLE, RECORD MAP 3-18



SCALE: 1" = 100'

100' 0' 100'

City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA. 93257
(559) 782-7462

*Lots 17, 18, 19, and 20 in Block 54 of the
Map of the Town of Porterville, in the City
of Porterville, County of Tulare, State of
California, according to the map thereof
recorded in Book 3 Page 18 of maps, Tulare
County Records.*

OWNER:	City of Porterville
APN:	261-122-007
AREA:	10,000 SQFT.
ACRES:	0.23 Acres
DRAWN BY:	AV/CAL
CHK'K BY:	MKR

RESOLUTION NO. _____

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PORTERVILLE CONVEYING A GRANT DEED IN FEE FOR REAL PROPERTY
TO CORNERSTONE MAIN PARTNERS, A CALIFORNIA LIMITED PARTNERSHIP

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Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

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