



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 4, 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: 140 South C Street, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis. Employee Organizations: All Unrepresented Management Employees.
- 3** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. City of Porterville, Tulare County Superior Court Case No. VCU271986.
- 4** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff.
- 5** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Council Member Cameron Hamilton

Invocation

PRESENTATIONS

Miss Porterville and Her Court
Outstanding Business - AgriCare
Employee of the Month - Sarah Weaver
Employee Service Awards

AB 1234 REPORTS

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

STAFF INFORMATIONAL REPORTS

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of November 6, 2018**
Re: Considering approval of the draft minutes of November 6, 2018.
2. **Request Authorization to Purchase 5 Electric Utility Vehicles Funded by San Joaquin Valley Air Pollution Control District Grant**
Re: Considering acceptance of grant funds from the San Joaquin Valley Unified Air Pollution Control District and authorizing the purchase of 5 Alternative Fuel Utility Vehicles from Lawrence Tractor Co., Inc. in an amount not to exceed \$73,158.58.
3. **Award of Contract - Compressed Natural Gas (CNG) Refuse Vehicles**
Re: Considering an award of contract to E.M. Tharp for two (2) new CNG Refuse Trucks in the amount of \$636,729.23, and authorizing the appropriation of additional Solid Waste Equipment Replacement Funds in the amount of \$83,729.23 to fully fund the project.
4. **Amendment to Patricia J. Hayes Agreement for the Transit Electrification Project**
Re: Considering approval of Addendum No. 1 to Patricia J. Hayes Service Agreement at an agreed upon fee of \$43,150.18 for the provision of electrical engineering services pertaining to the Transit Electrification Project.
5. **Authorization of Street Closure for the Porterville Police Department's Santa in the Park Event**
Re: Consideration of the closure of Main Street between Thurman and Cleveland Avenues for the Police Department's Santa in the Park event on December 11, 2018.

6. **Authorization to Add Clerical Assistant I Position within the Administrative Services Department**
Re: Considering the addition of one clerical position in support of passport services.
7. **Cancellation of January 1, 2019, City Council Meeting**
Re: Considering the cancellation of the first City Council Meeting in January 2019.
8. **Status and Review of Declaration of Local Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

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 10, 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 – DECEMBER 4, 2018

SUBJECT: City Council Minutes of November 6, 2018

SOURCE: Administrative Services

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

RECOMMENDATION: That the Council approve the draft Minutes of November 6, 2018.

ATTACHMENTS: 1. 2018-11-06 Draft Minutes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 6, 2018, 5:30 PM**

Called to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None

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 261-122007. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Cornerstone Main Partners LP. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: Address: APN: 253-192-010. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and SM Transit. Under Negotiation: Terms and Price.
- 3** - 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.
- 4** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis. Employee Organizations: All Unrepresented Management Employees.
- 5** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. City of Porterville, Tulare County Superior Court Case No. VCU 271986.
- 6** - 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 plaintiffs.
- 7** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three cases.

6:38 P.M. RECONVENED OPEN SESSION AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported that no reportable action was taken in Closed Session.

The Pledge of Allegiance was led by Mayor Milt Stowe in Vice Mayor Ward's absence. Invocation -- a moment of silence was observed.

PROCLAMATIONS

America Recycles Week - November 11-17, 2018

PRESENTATIONS

Employee of the Month - Marcial Morales
Certificate of Recognition - Josue Topete
Outstanding Business - Bob Ruffa Electric

AB 1234 REPORTS

1. Tulare County Economic Development Corp. (TCEDC) - October 25, 2018
City Manager Lollis reported that the member and alternate were both unable to attend.
2. Tulare County Task Force on Homelessness - October 17, 2018
City Manager Lollis reported on receipt of a presentation from Up Development, and an update on Focus Strategies.
3. Eastern Tule Groundwater Sustainability Agency - November 1, 2018
Council Member Hamilton reported on approval of policy recommendations from the ad hoc and subcommittee, and the next meeting date of December 1st.

STAFF INFORMATIONAL REPORTS

1. Golf Course 1st Quarter Report - FY 2018/19
2. OHV Park 1st Quarter Report - FY 2018/19
3. Building Permit Activity 1st Quarter Report - FY 2018/19
4. Street Performance Measure 1st Quarter Report - FY 2018/19
5. Code Enforcement Activity 1st Quarter Report - FY 2018/19
6. City Commission/Committee Attendance 1st Quarter Report - FY 2018/2019
7. Report on Charitable Car Washes - 2018 Calendar Year to Date

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, spoke regarding code enforcement and attendance quarterly reports; provided handouts regarding vote by mail ballots returned for the 2018 General Election; and expressed concern regarding low voter turnout amongst young voters.
- Ellen Nichols, Porterville, spoke of a car that was abandoned in front of her house over the weekend, which she reported to the Police Department and remained in front of her home.
- Toni Dumat, Executive Director of Family Crisis Center, thanked the City Council for the issuance of a proclamation recognizing October as Domestic Violence Awareness Month; and thanked Council Member Flores for her attendance at the Youth Summit.
- Ramon Camarena, Porterville, requested that the City Council consider naming the City Pool after Carmen Martinez Eoff in honor of her many contributions to the community.
- Pastor Buckley spoke in opposition to the casino relocation and of negative effects on the community.
- Bud Goings stated that he was also against gambling and the relocation of the casino to Porterville.
- Bob Buck spoke against gambling and the casino relocation.
- Tony Coda spoke of the economic and social impacts of casinos, and requested that the City Council not allow the casino to relocate to Porterville.
- Name not given, stated that a casino in Porterville would tempt the youth of our community to gamble; and requested that the Council oppose the relocation.
- Randy Goings spoke against the casino relocation; and stated that money spent at the casino was money not spent at a local business.
- Name not given, individual spoke of her father's gambling addiction and in opposition to people spending their welfare at the casino.

- Brock Neeley, stated that the land had previously belonged to the Tule Indian Tribe; and asked those in attendance where they were when liquor licenses were being considered.
- Bob Buck responded to comments made by Mr. Neeley.

Mayor Stowe spoke briefly regarding the status of the casino relocation request and staff provided the Department of Interior-Bureau of Indian Affairs' contact information to those in the attendance should they wish to communicate their opposition.

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve Items Nos. 1-11. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF OCTOBER 2, 2018, AND OCTOBER 16, 2018

Recommendation: That the Council approve the draft Minutes of October 2, 2018, and October 16, 2018.

Documentation: M.O. 01-110618

Disposition: Approved.

2. AUTHORIZATION FOR EMERGENCY REPAIRS TO RESTORE SUPERVISORY CONTROL AND DATA ACQUISITION COMMUNICATION

Recommendation: That City Council:

1. Authorize the repairs to the SCADA System by Primex Company;
2. Direct the Finance Director to initiate a Purchase Order to Primex Company in an amount not to exceed \$47,361 (inclusive of all parts, taxes and a 10% contingency) for the repair of Supervisory Control And Data Acquisition Communications; and
3. Direct the Finance Director to make payment to Primex Company upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 02-110618

Disposition: Approved.

3. AUTHORIZATION TO ADVERTISE FOR BIDS - WELL NO. 37 PROJECT

Recommendation: That City Council:

1. Approve Staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

Documentation: M.O. 03-110618

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS - LIGHTED CROSSWALKS PROJECT

Recommendation: That City Council:

1. Approve staff's recommended plans and project manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the Finance Director to appropriate the additional Special Gas Tax Funds in the amount of \$89,500 to fully fund the project; and
4. Authorize the Public Works Director to seek proportional reimbursements from the two school districts that have agreed to participate in this project.

Documentation: M.O. 04-110618

Disposition: Approved.

5. AMENDMENT TO CAROLLO ENGINEER'S SERVICE AGREEMENT FOR DIGESTER 3 REPAIR

Recommendation: That the City Council:

1. Authorize the Mayor to execute Addendum No. 1 to Carollo Engineer Service Agreement at an agreed upon fee of \$16,342 for the services described herein; and
2. Authorize progress payments up to 100% of the fee amount and authorize a 10% contingency to cover unforeseen costs.

Documentation: M.O. 05-110618

Disposition: Approved.

6. ACCEPTANCE OF FINAL MAP FOR TROOPER TERRACE (JASON MOYES - SMEE HOMES, INC.)

Recommendation: That City Council:

1. Approve the final subdivision map for Trooper Terrace;
2. 2. Accept all offers of dedication shown on the final map or by separate deed document;
3. Authorize the Mayor to execute the Subdivision Agreement; and
4. Authorize the City Clerk to file said map with the County Recorder.

Documentation: M.O. 06-110618

Disposition: Approved.

7. QUARTERLY PORTFOLIO SUMMARY

Recommendation: That the City Council accept the quarterly Investment Portfolio Summary Report.

Documentation: M.O. 07-110618

Disposition: Approved.

8. FINANCIAL STATUS REPORTS

Recommendation: That the City Council accept the Financial Status Reports as presented.

Documentation: M.O. 08-110618

Disposition: Approved.

9. ESTABLISHMENT OF DEBT MANAGEMENT POLICY

Recommendation: That the City Council adopt the Draft Resolution establishing a Debt Management Policy.

Documentation: Resolution No. 76-2018

Disposition: Approved.

10. REQUEST FOR STREET CLOSURE - MYERS' 24TH ANNUAL CHRISTMAS TREE MEMORIAL SERVICE - DECEMBER 4, 2018

Recommendation: That the City Council approve the closure of "E" Street, between Putnam and Cleveland, on December 4, 2018, from 5:00 p.m. to 9:00 p.m., subject to the specified conditions.

Documentation: M.O. 09-110618

Disposition: Approved.

11. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

Documentation: M.O. 10-110618

Disposition: Approved.

PUBLIC HEARINGS

12. ADOPT 2018 SHORT RANGE TRANSIT PLAN

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public comment; and
2. Adopt the draft 2018 Short Range Transit Plan.

City Manager Lollis introduced the item, and Transit Manager Rich Tree presented the staff report.

The Public Hearing was opened at 7:43 p.m.

- Brock Neeley, Porterville, stated that Mr. Tree was doing a fantastic job providing excellent transit service.

The Public Hearing was closed at 7:45 p.m.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council adopt the 2018 Short Range Transit Plan. The motion carried unanimously.

Documentation: M.O. 11-110618

Disposition: Approved.

ADMINISTRATIVE HEARINGS

13. APPEAL OF ZONING ADMINISTRATOR DETERMINATION 2018-012 - GREEN POWER MOTOR COMPANY

Recommendation: That the City Council consider the appeal consistent with Chapter 305 - Signs, as approved in the Porterville Development Ordinance.

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

The Hearing was opened at 7:51 p.m. When no one came forward the Hearing was closed at 7:51 p.m.

The Council reviewed examples of signs provided by the applicant and discussed the 300 square foot restriction for signs. In response to questions posed by the Council, Ms. Byers stated that it was not typical for industrial businesses to use signage for marketing purposes, but that she could see how the 300 square foot restriction could be considered insufficient on industrial sized buildings.

Council requested that staff look into increasing the permitted square footage of signs on industrial buildings as well as addressing rooftop signage.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member A. Monte Reyes that the City Council grant the appeal and approve the sign proposed by the applicant. The motion carried unanimously.

Documentation: M.O. 12-110618

Disposition: Approved.

SCHEDULED MATTERS

14. CONSIDERATION OF APPOINTMENT TO THE ARTS COMMISSION

Recommendation: That the City Council consider the appointment of Diego Monterrubio to the City's Arts Commission.

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

COUNCIL ACTION: MOVED by Council Member Martha Flores, SECONDED by Council Member Cameron Hamilton that the City Council approve the appointment of Diego Monterrubio to the Arts Commission. The motion carried unanimously.

Documentation: M.O. 13-110618

Disposition: Approved.

The Council adjourned to a joint meeting of the City Council and Porterville Public Improvement Corporation at 8:04 p.m.

CITY COUNCIL AND PORTERVILLE
PUBLIC IMPROVEMENT CORPORATION JOINT MEETING AGENDA
291 N. MAIN STREET, PORTERVILLE, CA 93257
NOVEMBER 6, 2018

Roll Call: Member/Director Monte Reyes, Member/Director Martha A. Flores,
Member/Director Cameron Hamilton, Mayor/President Milt Stowe

Absent: Vice Mayor/Vice President Brian Ward

WRITTEN COMMUNICATION/ORAL COMMUNICATIONS

None

JOINT MEETING SCHEDULED MATTERS

15. CONSIDER RESOLUTIONS APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN INSTALLMENT SALE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE OUTSTANDING PORTERVILLE PUBLIC FINANCING AUTHORITY SEWER REVENUE BONDS, 2011 SERIES A

Recommendation: That the City Council, also meeting as the Board of Directors of the Porterville Public Improvement Corporation, adopt the draft Resolutions.

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

- Bud Levine, Wulff Hansen & Co, gave a brief presentation regarding the process and was happy to report a savings of 4.7 million.
- Dan Shaw, Brandis Tallman, spoke of the impressive turnout, complimented the City's credit, and thanked staff for their efforts.
- Nicki Tallman, Brandis Tallman, stated that they appreciated the opportunity to work with the City and spoke of the positive responses received from lenders.

COUNCIL ACTION: MOVED by Council Member/Director Cameron Hamilton, SECONDED by Council Member/Director Martha Flores that the City Council, also acting as the Board of Directors of the Porterville Public Improvement Corporation, adopt the draft Resolutions. The motion carried unanimously.

Documentation: Resolution No. 77-2018; PIC Resolution No. 2018-01

Disposition: Approved.

The joint meeting adjourned to a meeting of the Porterville City Council at 8:14 p.m.

ORAL COMMUNICATIONS

- Brock Neeley, stated that it was good to see savings and investment in the City's infrastructure.

OTHER MATTERS

- Council Member Flores reported on her attendance at the American Legion and Auxiliary Boys and Girls State Delegate Dinner, Leadership Porterville Class of 2019 Reception, and Youth Summit; and congratulated this year's Chamber Awards winners.
- Council Member Hamilton spoke of his attendance at the Veterans Homecoming Pageant. Council Member Reyes spoke of the Chamber Installation and Awards Dinner, award winners and nominees, the Leadership Porterville Class of 2019 Reception, and the upcoming Veterans Day Parade on November 12th.
- Mayor Stowe spoke of his attendance at the Chamber Awards and Installation Dinner and the Harvest Moon Dinner.
- John Lollis thanked council members for their attendance at the Leadership Porterville Reception; reported that Halloween was a quiet night on the public safety front; and spoke of upcoming Battle of the Badges Blood Drive and birthday of Deputy City Clerk Luisa Zavala on November 17th.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 8:26 p.m. to the meeting of November 20, 2018.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor



CITY COUNCIL AGENDA – DECEMBER 4, 2018

SUBJECT: Request Authorization to Purchase 5 Electric Utility Vehicles Funded by San Joaquin Valley Air Pollution Control District Grant

SOURCE: Public Works

COMMENT: The San Joaquin Valley Air Pollution Control District is currently providing funding opportunities under several components of its Public Benefit Grants Program to local public agencies. The program was developed and designed to meet the needs and challenges faced by Valley public institutions by providing funds towards a wide variety of clean-air, public-benefit projects which will provide a direct benefit to Valley residents.

The components of the Grant Program provides funding for the purchase of new alternative fueled vehicles (Electric, Plug-In Hybrid, CNG, LNG, LPG, etc). Applications for this component are currently being accepted on a first-come, first-serve basis. The Public Benefit Grant Program provides a maximum funding up to \$20,000 per vehicle, with a limit of \$100,000 per agency per year.

Funding for this program is limited to public agencies such as cities, counties, special districts (i.e. water districts, irrigation districts, etc.), and public educational institutions (i.e. school districts, community colleges, state universities, etc.) located within the geographic boundaries of the San Joaquin Valley Air Pollution Control District.

The City of Porterville had submitted a proposal in May of 2017 consisting of the purchase of 5 new alternative fuel utility vehicles. At the time of application, the City requested 100 percent reimbursement of the acquisition cost, taking into consideration the replacement of 2 older gas powered utility vehicles and 1 electrical golf cart and the addition of 2 new alternative fuel vehicles to the fleet in lieu of expansion with traditional combustible engine equipment. The new utility vehicles will be assigned to the Parks Department (2), the Waste Water Treatment Facility (1) and the Shop (2).

In October 2018, the City received a written notice that our Alternative Fuel Component Project has been approved for funding with 100 percent compensation. At the time of application, an Eligible Vehicle List was used to identify the utility vehicles to be purchased as a John Deere Electric Gator TE from Lawrence Tractor Co., Inc. at a cost not to exceed \$73,158.58. As a condition of the Public Benefit Grants Program, the City of Porterville will track all maintenance and operational expenditures for the next 3 years in the event that the San Joaquin Valley Air Pollution Control District should request the

statistical data.

Initial funding for the purchase of these alternative fuel vehicles will be equipment replacement funds.

RECOMMENDATION: That the City Council:

1. Accept the grant award from the San Joaquin Valley Unified Air Pollution Control District and execute the Public Benefit Grants Program Funding Agreement; and
2. Authorize Staff to purchase 5 Alternative Fuel Utility Vehicles from Lawrence Tractor Co., Inc. in an amount not to exceed \$73,158.58.

ATTACHMENTS:

1. San Joaquin Valley Unified Air Pollution Control District Public Benefit Grants Program Funding Agreement
2. John Deere Electric Gator TE

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

October 8, 2018

Michael Knight
City of Porterville
291 N Main St
Porterville, CA 93257

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **C-54015-1A**

Dear Michael Knight:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email grants@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **C-54015-1A**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh

Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

SJVAPCD Disclosure of Funds Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **C-54015-1A**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

☐ Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

☐ No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Michael Knight
Contract Signing Authority

Contract Signing Authority Signature

Date
(**Date required on this document, do not date the contract.)

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

FUNDING AGREEMENT

(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this _____ day of _____, 2018, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Porterville** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Seventy-Three Thousand One Hundred Fifty-Eight And 58/100 dollars**
13 **(\$73,158.58)** for the purchase of the new alternative fuel vehicle(s) identified in Exhibit

14 A. The maximum funding provided per vehicle is limited to the corresponding Eligible
15 Amount identified in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 B. **Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

Michael Knight
Field Services Manager/Deputy Public
Works Director
City of Porterville
291 N Main St
Porterville, CA 93257

DISTRICT

Seyed Sadredin
Executive Director/APCO
San Joaquin Valley Unified APCD
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
4 before the Congress of the United States of America or the Legislature of the State of
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or
8 responsibility for planning and carrying out the services provided under this Agreement
9 shall have any direct or indirect personal financial interest in this Agreement. Participant
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
11 which shall be applicable to all parties and beneficiaries under this Agreement and any
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

14 This Agreement shall be governed in all respects by the laws of the State
15 of California. Venue for any action arising out of this Agreement shall only be in Fresno
16 County, California.

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,
19 regulations, rules, and guidelines which apply to its performance under this Agreement,
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

22 This Agreement, including all covenants and conditions contained herein,
23 shall be binding upon and inure to the benefit of the parties, including their respective
24 successors-in-interest, assigns, and legal representatives.

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,
27 time is of the essence. The parties reasonably anticipate that Participant will, to the
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
2 to be executed as of the day and year first hereinabove written.

3
4 **PARTICIPANT**

5 **City of Porterville**

6
7 _____
8 Michael Knight
9 Field Services Manager/Deputy Public
10 Works Director

11 **DISTRICT**

12 **San Joaquin Valley Air Pollution**
13 **Control District**

14 _____
15 Seyed Sadredin
16 Executive Director/APCO

17 ***Approved as to legal form:***
18 San Joaquin Valley Unified Air Pollution
19 Control District

20 _____
21 Annette Ballatore-Williamson
22 District Counsel

23 ***Approved as to accounting form:***
24 San Joaquin Valley Unified Air Pollution
25 Control District

26 _____
27 Mehri Barati, C.P.A.
28 Director of Administrative Services

For accounting use only:

Program: _____

Account No.: _____

City of Porterville

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application No.	New Vehicle Model Year	New Vehicle Make and Model	Vehicle Type	Natural Gas Conversion Test Group (if applicable)	Eligible Amount
C-54015-1	2018	John Deere Gator TE	Battery-Electric	N/A	\$14,631.71
C-54015-2	2018	John Deere Gator TE	Battery-Electric	N/A	\$14,631.71
C-54015-3	2018	John Deere Gator TE	Battery-Electric	N/A	\$14,631.72
C-54015-4	2018	John Deere Gator TE	Battery-Electric	N/A	\$14,631.72
C-54015-5	2018	John Deere Gator TE	Battery-Electric	N/A	\$14,631.72

Total Number of Vehicles: 5

Total Eligible Amount: \$73,158.58

Quote Summary

Prepared For:

City Of Porterville
 Russell Isom
 291 N Main St
 Porterville, CA 93257
 Business: 559-782-7511
 Mobile: 559-359-2689
 risom@ci.porterville.ca.us

Prepared By:

Bobby Hartman
 Lawrence Tractor Co., Inc.
 2530 E Main Street
 Visalia, CA 93292
 Phone: 559-734-7406
 bobh@lawrencetractor.com

Quote Id: 17426343
Created On: 17 May 2018
Last Modified On: 17 May 2018
Expiration Date: 17 July 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE TE (Model Year 18)	\$ 17,033.01	\$ 13,510.13 X	5 =	\$ 67,550.65
Equipment Total				\$ 67,550.65

Quote Summary

Equipment Total	\$ 67,550.65
CA TIRE RECYCLE FEE	\$ 35.00
SubTotal	\$ 67,585.65
Sales Tax - (8.25%)	\$ 5,572.93
Est. Service Agreement Tax	\$ 0.00
Total	\$ 73,158.58
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 73,158.58

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE**

Selling Equipment

Quote Id: 17426343

Customer: CITY OF PORTERVILLE

JOHN DEERE TE (Model Year 18)

Hours:

Stock Number:

Suggested List

\$ 17,033.01

Selling Price

\$ 13,510.13

			Extended
Description	Qty	Unit	
TE (Model Year 18)	5	\$ 11,779.00	\$ 58,895.00
Standard Options - Per Unit			
US/Canada	5	\$ 0.00	\$ 0.00
PR - Utility & Protection Package	5	\$ 0.00	\$ 0.00
Turf Tires	5	\$ 0.00	\$ 0.00
Adjustable Seat	5	\$ 90.00	\$ 450.00
Deluxe Cargo Box with Brake and Tail Light, Spray-On Liner and Tail Light Protector	5	\$ 516.00	\$ 2,580.00
Cargo Box Power Lift	5	\$ 768.00	\$ 3,840.00
48V to 12V Converter	5	\$ 718.00	\$ 3,590.00
Front Protection Package	5	\$ 569.00	\$ 2,845.00
Less Rear Protection Package	5	\$ 0.00	\$ 0.00
1.25 In. (38mm) Rear Receiver Hitch	5	\$ 82.00	\$ 410.00
Standard Options Total			\$ 13,715.00
Dealer Attachments			
Canopy	5	\$ 774.99	\$ 3,874.95
Deluxe Light Kit	5	\$ 422.86	\$ 2,114.30
Drawbar/ ball mount for 1.25 in. receiver hitch	5	\$ 38.55	\$ 192.75
Horn Kit	5	\$ 99.61	\$ 498.05
Windshield	5	\$ 300.00	\$ 1,500.00
Dealer Attachments Total			\$ 8,180.05
Value Added Services Total			\$ 0.00
Other Charges			
Freight	5	\$ 450.00	\$ 2,250.00
Setup	5	\$ 425.00	\$ 2,125.00
Other Charges Total			\$ 4,375.00
Suggested Price			\$ 85,165.05
Customer Discounts			
Customer Discounts Total		\$ -3,522.88	\$ -17,614.40
Total Selling Price			\$ 67,550.65



CITY COUNCIL AGENDA – DECEMBER 4, 2018

SUBJECT: Award of Contract - Compressed Natural Gas (CNG) Refuse Vehicles

SOURCE: Public Works

COMMENT: On November 27, 2018, staff received three (3) bids for the purchase of two (2) CNG refuse trucks. The trucks are to replace older model diesel powered refuse trucks currently in use by the City. The bids are as follows:

E.M. Tharp (Bridgeport body)	\$636,729.23
E.M. Tharp (Heil body)	\$648,072.27
Affinity (Heil body)	\$679,985.90

E.M. Tharp's bid (Bridgeport body) has been identified as the lowest responsive and responsible bidder. This bid is 15.14% higher than the original estimate of \$553,000. Staff believes that this increase is due largely in part to recent tariffs.

The purchase of the two (2) refuse trucks is authorized by a Federal Congestion Mitigation & Air Quality (CMAQ) grant administered by Caltrans that must be matched with local funds. The federal share of the project is \$489,000.

Funding for the initial City match in the amount of \$64,000 was approved in the 2018/2019 annual budget to come from the Solid Waste Reserve Fund. Due to the higher than anticipated bids, an appropriation in the amount of \$83,729.23 from the Solid Waste Equipment Replacement Fund is necessary to fully fund the project.

RECOMMENDATION: That City Council:

1. Award the contract for two (2) new CNG Refuse Trucks in the amount of \$636,729.23 to E.M. Tharp;
2. Authorize the Finance Director to appropriate the additional Solid Waste Equipment Replacement Funds in the amount of \$83,729.23 to fully fund the project; and
3. Authorize payment upon satisfactory delivery of the equipment.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 4, 2018

SUBJECT: Amendment to Patricia J. Hayes Agreement for the Transit Electrification Project

SOURCE: Public Works

COMMENT: Patricia J. Hayes is a local electrical engineer under contract with the City to design and provide plans and specifications for the Transit Electrification Project and providing guidance for the charging of the electric buses.

Southern California Edison's (SCE's) 2017 transportation plan and 2018 priority pilot programs address early steps to increase electric vehicle adoption. One of the 2018 priority pilot projects is transit bus electrification, where SCE will fund the infrastructure cost of installing up to 20 electric charge ports at bus yards. SCE efforts will focus on systems in underserved communities that are disproportionately impacted by pollution from buses. This transit bus electrification pilot project will be under SCE's Charge Ready Program.

Under this program, SCE will provide a turnkey approach to deploying transit bus charging installation with a focus on reducing costs and complexity. To do so, SCE will install and maintain the complete electric infrastructure serving charging stations at no cost to the City. SCE will qualify charging station vendors based on several key technical requirements, and SCE will coordinate installation with the vendor the City selects to complete deployment. Finally, SCE will provide a rebate to offset some or all the costs for the charging stations and their installations. As a condition to participate in the Charge Ready Program, the City must grant SCE an easement in the property where the charging station infrastructure will be deployed. Operating costs, including equipment repairs and maintenance, EV charging network subscription, and electricity will be the City's responsibility.

Until the announcement of this pilot project, staff had planned to submit an application to the Federal Transit Administration (FTA) to fund the electric transit bus charging station infrastructure. Since the City has been selected to participate in SCE's Charge Ready Program, the City will benefit in SCE's turnkey approach that focuses on reducing costs and complexity, and maximize the use of local partnerships and local funding. However, staff is still planning to submit an FTA application for the charging dispenser, the bus canopies and renewable energy component of the electric transit bus project.

Staff is seeking an amendment to Patricia J. Hayes initial agreement and to enter into an amendment that will allow her to fully complete the plans and

specifications and provide the City with quality control. Initially, Mrs. Hayes was brought in to provide design services for the chargers, however, due to the ever-changing technology of the bus chargers, there was long lead times from the Manufacturers of the chargers in regards to information required to complete design. During this time, the opportunity for the City to participate in SCE's program put another delay until the selection process was over. However, since the City was selected for the program, a tight deadline has been assessed by SCE to have the charging stations operational. The initial agreement with Mrs. Hayes was very preliminary and did not foresee many of the challenges that the design would incur due to the developing standards still to be implemented. Cost for the design services are \$43,150.18, with Patricia J. Hayes fee attached for City Council reference.

Funding for the design services will be the FTA fund.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute Addendum No. 1 to Patricia J. Hayes Service Agreement at an agreed upon fee of \$43,150.18 for the services described herein; and
2. Authorize progress payments up to 100% of the fee amount and authorize a 10% contingency to cover unforeseen costs.

ATTACHMENTS:

1. 18-11-29 - Electrical FEE
2. Addendum No. 1 to Agreement

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

PORTERVILLE ELECTRIC BUS CHARGERS CORPORATE YARD

E=1
C=100
M=1000

	MATERIAL DESCRIPTION	QUANTITY	COST	EXTENDED COST	LABOR RATE	LABOR UNITS	UNIT	TOTAL HOURS	TOTAL LABOR
	MSB AND IPAC	1		\$0.00	\$80.00		1	0	\$0.00
	4" PVC SCHEDULE 40	1110	\$2.78	\$3,085.80	\$80.00	5.50	100	61.05	\$4,884.00
	4" PVC SWEEPS , 4" RADIUS	40	\$45.98	\$1,839.20	\$80.00	1.00	1	40	\$3,200.00
	CARLON 4" SNAP-LOC SUPPORTS		\$1.14	\$0.00	\$80.00		100	0	\$0.00
	#2 XHHW-2	1840	\$1.99	\$3,661.60	\$80.00	19.00	1000	34.96	\$2,796.80
	#500 MCM XHHW-2	1200	\$9.57	\$11,484.00	\$80.00	48.00	1000	57.6	\$4,608.00
OKONITE X-OLINE UV FMR	1000V #500 MCM	2820	\$18.52	\$52,226.40	\$80.00	50.00	1000	141	\$11,280.00
CONCRETE PADS									
\$2500 YARD INSTALLED CONCRETE	19' -6" x 9' x 1-8", 11 YARDS	1		\$0.00	\$80.00		1	0	\$0.00
CONCRETE IS DEPENDENT ON SOILS REPOR	3'-3" X 3-10" X 12", .5 YARDS	10	\$1,250.00	\$12,500.00	\$80.00	8.00	1	80	\$6,400.00
	4-9" X 5'-5" X 12", 1 YARD	10	\$2,500.00	\$25,000.00	\$80.00	8.00	1	80	\$6,400.00
	DISCONNECT RACKS		\$500.00	\$0.00	\$80.00		1	0	\$0.00
	3/4" PVC	5800	\$0.34	\$1,972.00	\$80.00	0.60	100	34.8	\$2,784.00
	3/4" PVC SWEEPS	62	\$1.26	\$78.12	\$80.00	0.22	1	13.64	\$1,091.20
	#10 XHHW-2	1,920	\$0.34	\$652.80	\$80.00	8.50	1000	16.32	\$1,305.60
SCE WORK	CHARGERS AND DISPENSERS	10	\$63,385.00	\$633,850.00	\$80.00	24.00	1	240	\$19,200.00
	5" PVC CONDUIT WITH ROPE		\$4.25	\$0.00	\$80.00		100	0	\$0.00
	82' BORING UNDER ROAD		\$7,000.00	\$0.00	\$80.00		1	0	\$0.00
	FIBERGLASS RISER		\$280.00	\$0.00	\$80.00		1	0	\$0.00
	BOLLARDS		\$120.00	\$0.00	\$80.00		1	0	\$0.00
	4' X 6' PAD		\$1,970.00	\$0.00	\$80.00		1	0	\$0.00
EXCAVATION FOR CONDUIT BANK	17' CONCRETE TRENCH, 24" X 30"		\$850.00	\$0.00	\$80.00		1	0	\$0.00
	3' WIDE, 4' DEEP		\$15.00	\$0.00	\$80.00		100	0	\$0.00
	SAND SLURRY 3' X 2', 6" LIFTS		\$67.00	\$0.00	\$80.00		100	0	\$0.00
LIGHTING	3/4" EMT CONDUIT	600	\$0.73	\$438.00	\$80.00	6.20	100	37.2	\$2,976.00
	LED FIXTURES WITH DIMMING	31	\$500.00	\$15,500.00	\$80.00	2.00	1	62	\$4,960.00
FUTURE SOLAR	MOTION SENSORS	31	\$100.00	\$3,100.00	\$80.00	0.50	1	15.5	\$1,240.00
	2" PVC	200	\$1.05	\$210.00	\$80.00	4.50	100	9	\$720.00
	LIFT RENTAL FOR FIXTURES	1	\$1,500.00	\$1,500.00	\$80.00	8.00	1	8	\$640.00
	FORK LIFT TO SET EQUIPMENT	1	\$1,500.00	\$1,500.00	\$80.00	8.00	1	8	\$640.00
	TERMINATIONS, SUPPORT, MISC.	1	\$5,000.00	\$5,000.00	\$80.00	50.00	1	100	\$8,000.00
	CRANE (maybe boom truck)	1	\$5,000.00	\$5,000.00	\$80.00	16.00	1	16	\$1,280.00
STRUCTURAL ENGINEERING									
	SUB TOTAL		MATERIAL	\$778,597.92				LABOR	\$84,405.60
		7.50%	TAX	\$58,394.84		4 MAN CREW			
			LABOR	\$84,405.60		33.0 DAYS			
		15%	OHP	\$138,209.75					
			SUB TOTAL	\$1,059,608.12					
ELECTRICAL ENGINEERING 5%				\$43,150.18					
TOTAL				\$1,102,758.29					

ADDENDUM NO. 1

DESIGN SERVICES FOR THE TRANSIT ELECTRIFICATION PROJECT

**CITY OF PORTERVILLE
AND
PATRICIA J. HAYES P.E.**

Addendum No. 1 to P.O. No. PO #16-11801 is issued by the City and accepted by CONSULTANT pursuant to the mutual promises, covenants and conditions contained in the Service Agreement between the above named parties dated June 20, 2017, in connection with the development of plans and specifications for the Transit Electrification Project.

PURPOSE:

The purpose of this addendum is to amend the contract to provide services to the City to perform additional design services Transit Electrification Project. The CONSULTANT will provide the CITY with plans and specifications, to address the additional services for the Transit Electrification Project.

PAYMENT:

CITY shall pay CONSULTANT the not-to-exceed amount of \$43,150.18 for the completion of the specified professional services. Payment will be made monthly on presentation of documented invoices and shall include CONSULTANT'S direct labor costs, indirect labor costs (overhead), direct expenses and CONSULTANT'S fee, not to exceed the sum set forth herein above.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and the CONSULTANT have executed Addendum No. 1 to P.O. No. PO #16-11801 for the Design Services for the Transit Electrification Project evidencing its issuance by CITY and accepted by CONSULTANT.

CONSULTANT'S NAME

CITY OF PORTERVILLE

By: Patricia J. Hayes

Milt Stowe, Mayor

Date

Date



CITY COUNCIL AGENDA – DECEMBER 4, 2018

SUBJECT: Authorization of Street Closure for the Porterville Police Department's Santa in the Park Event

SOURCE: Police

COMMENT: The Porterville Police Department is celebrating the holidays by hosting its Annual Santa in the Park Event. The Department will have Santa Claus at this event along with other festive activities suitable for the entire family, which include horse drawn carriage rides, a Police Department Crime Prevention booth, and the distribution of literacy information by Library personnel.

The event will be held on December 11th at Centennial Plaza Park from 5:30 p.m. to 8:00 p.m. and staff believes there will be an estimated 400 to 500 in attendance. Due to the large number of people expected at the event and the high potential for traffic concerns, Police Department Staff is requesting the closure of Main Street between Thurman Avenue and Cleveland Avenue to motor vehicle traffic from 5:00 p.m. to 8:00 p.m.

RECOMMENDATION: That the City Council;

1) Authorize the street closure of Main Street between Thurman Avenue and Cleveland Avenue from 5:00 p.m. to 8:00 p.m. for the Porterville Police Department's Annual Santa in the Park event.

ATTACHMENTS: 1. Internal Community Civic Event Forms - Santa in the Park 2018

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

Internal Community Civic Event

(For events primarily sponsored and organized by City Departments)



Application Date: 9-Nov-18 Event Date: 12/11/2018

Location of Event Centennial Park, 296 N. Main Street 5:30-8:00 pm

Name of Event: Santa In The Park

Sponsoring Department: Porterville Police/City of Porterville/Chamber of Commerce

Department Contact Augie Gonzalez/Jason Ridenour/Monte Reyes

Affiliated Organizations: Police Dept/Chamber of Commerce/Tulare Co DA/

Pioneer Middle School/Cantrell Horse Rides

City Services Requested:

Barricades (Quantity)	<u>Yes</u>	<u>No</u>	Refuse Pickup:	<u>Yes</u>	<u>No</u>
Amplified Noise Permit	<u>Yes</u>	<u>No</u>	Police Assistance:	<u>Yes</u>	<u>No</u>
Parks Facility Application	<u>Yes</u>	<u>No</u>	Street Sweeping:	<u>Yes</u>	<u>No</u>
Assembly Permit	<u>Yes</u>	<u>No</u>			
Other:					

Staff Comments (list special requirements or conditions for event):

Library Personnel if available to provide bags and literacy information consistent with last years event. Police
Dept. Crime Prevention personnel to handout literature. There will be no food or vendors at this event.

P&LS Director: Please provide two Night Hawk Lighting systems by 2:00 pm and picked up
at 9:00 pm. Need 50 folding chairs for middle school band along with 8 (8') tables.

Public Works Director: Need 20 traffic delineaters and 20 traffic barricades delivered by
2:00 pm and picked up by 9:00 pm after the event.

Community Dev. Director: Need north and southbound Main Street closed from Thurman Ave. to
Cleveland Ave. from 5:00 pm until 8:00 pm. All east and west bound traffic will remain open.

Field Services Manager: Need 20 traffic delineaters and 20 barricades delivered to
Centennial Park by 2:00 pm and picked up at 9:00 pm.

Fire Chief: _____

Police Chief: PPD Polaris, Two Uniformed Officers to assist with crowds and provide presence

Administrative Services Mgr.: _____

INTERNAL COMMUNITY CIVIC EVENT PROCEDURES

- 1 A Community Civic Event form must be filled out under the following conditions:
 - City streets, parking lot and/or sidewalk closure usage
 - Request to serve alcoholic beverages
- 2 Submit a copy of form to Risk Management Division 30 days prior to the event.
- 3 Distribute copy of form to all departments 30 days prior to the event.
- 4 List all organizations/individuals affiliated with the event.
- 5 Specify if food or product will be sold at the event.
- 6 Ascertain that all parties coincide with City and County Codes and Permits.

CITY OF PORTERVILLE

APPLICATION FOR COMMUNITY CIVIC EVENT

Proposed Event: Santa in the Park

Date of Event: 12-11-18/5:30-8:00 pm

Location of Event: Centennial Park

Recommendations/Requirements:

- **City Council approval is required for all street/sidewalk closures.**
- **Event organizers must contact the City of Porterville-Parks & Leisure Department to ensure there is no conflict with other organizations or persons intending to use the same park or space during the same time period.**
- **Participants must not interfere with the normal flow of pedestrian/vehicular traffic.**
- **An Outside Amplifier Permit has been requested or approved. However, event organizers shall not allow music or other sound amplifications to be broadcasted so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.**
- **At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.**

**Rich Standridge, Lieutenant
Porterville Police Department**

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF THE HISTORY OF ARTS

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF THE HISTORY OF ARTS
1100 EAST 58TH STREET
CHICAGO, ILLINOIS 60637

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



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

- 1 Name and home address of the applicant: AUGIE GONZALEZ, 350 N. D STREET, PORTERVILLE.
- 2 Address where amplification equipment is to be used: CENTENNIAL PARK, 296 N. MAIN ST.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: POLICE DEPT. PERSONNEL.
- 4 Type of event for which amplification equipment will be used: SANTA IN THE PARK
- 5 Dates and hours of operation of amplification equipment: 12-11-18 5:30 - 8:00 PM
- 6 A general description of the sound amplifying equipment to be used: SCHOOL BAND, LOUD SPEAKER PA SYSTEM

Section 18-9

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

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

Section 18-14

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

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

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

[Signature]
Signature of Applicant

11-9-18
Date

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

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

11-9-18
Date

city hall

Marin ST.

Cleveland

Centennial Park
Gazebo

Thurman

Alley

Alley

Alley

Alley

2nd ST.



CITY COUNCIL AGENDA – DECEMBER 4, 2018

SUBJECT: Authorization to Add Clerical Assistant I Position within the Administrative Services Department

SOURCE: Administrative Services

COMMENT: In June of 2009, the U.S. government implemented the Western Hemisphere Travel Initiative ("WHTI"), which required all U.S. citizens entering the U.S. from Canada, Mexico, Bermuda and other Caribbean countries, to have a passport or passport card. This initiative exponentially increased the number of citizens required to have passports. At that time, the only Passport Acceptance Facility in Porterville was the U.S. Post Office, with the next nearest facility being in Lindsay. Recognizing that the Porterville community was underserved, and in anticipation of an increase in passport activity due to the WHTI, on April 7, 2009, staff sought and was granted City Council authorization to become a Passport Acceptance Facility.

At the time of implementation, the U.S. State Department allowed acceptance facilities to charge \$25 per each application processed. From implementation in October of 2009 through FY 2016/2017, the facility processed an average of 136 passports per year and generated an average of \$3,400 per year in revenue, less minimal expenses and staff time.

In the Spring of 2018, several significant changes occurred impacting the City's acceptance facility operations. In late February, the Post Office in Porterville ceased passport facility operations, thereby dramatically increasing processing activities at the City's facility within Administrative Services. Also in February, staff augmented facility services to include passport photographs. The implementation of this service has proved valuable in streamlining the process, as City agents now have more control in assuring the passport photos meet State Department requirements. Further, in April, the U.S. State Department authorized an increase from \$25 to \$35 per application for processing facilities.

Although the above-referenced changes impacted only three to four months of FY 2017/2018, the facility processed 649 applications and generated approximately \$24,500, a 378% increase from prior years. Passport activity to date for FY 2018/2019 (through November 29th) reflects approximately 509 passports processed, with revenue consisting of approximately \$25,300.

The exponential increase in passport facility operations has strained the department resources thereby making it challenging for HR duties to be carried out effectively. It is therefore proposed that one Clerical Assistant I position be

added to the Position Allocation Schedule for the Administrative Services Department, with the position's primary responsibility being passport services and counter assistance. The Clerical Assistant I position is a universal position on the City's Position Pay Plan and falls within Salary Range 138 (\$31,200 - \$38,064 per year). The position is proposed to be funded from passport acceptance facility revenues deposited into the General Fund.

RECOMMENDATION: That the City Council authorize a change in the City's Position Allocation Schedule to account for one additional Clerical Assistant I position within the Administrative Services Department to be funded out of the General Fund.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 4, 2018

SUBJECT: Cancellation of January 1, 2019, City Council Meeting

SOURCE: Administrative Services

COMMENT: The City Council has cancelled the first Council Meeting in January for the past fifteen years due to staff workloads and efforts to conform to the vacation and administrative leave policies for applicable management and support personnel. In light of this, this item is again being presented for Council's consideration.

If the January 1st meeting is not held, the next regularly scheduled meeting would be January 15, 2019. However, should a necessity arise, a special meeting could be conducted to expedite any item which might require immediate action.

RECOMMENDATION: That the City Council cancel the January 1, 2019, City Council Meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 4, 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 20, 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, after which DWR reviewed the bid package for compliance and just recently approved the package for advertisement. City staff expects Council to authorize award of the construction contract at its meeting on January 15, 2019.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB)

Item No. 8.

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: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

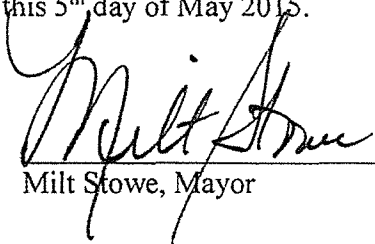
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

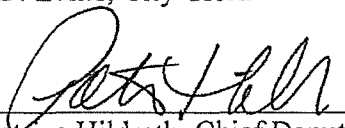
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

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

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

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

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

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

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

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

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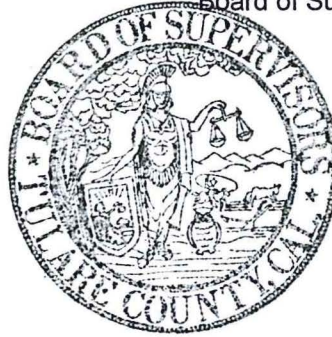
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

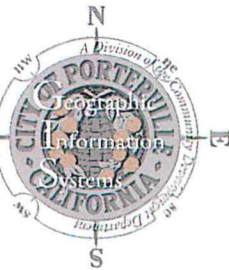
BY J. L. [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

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

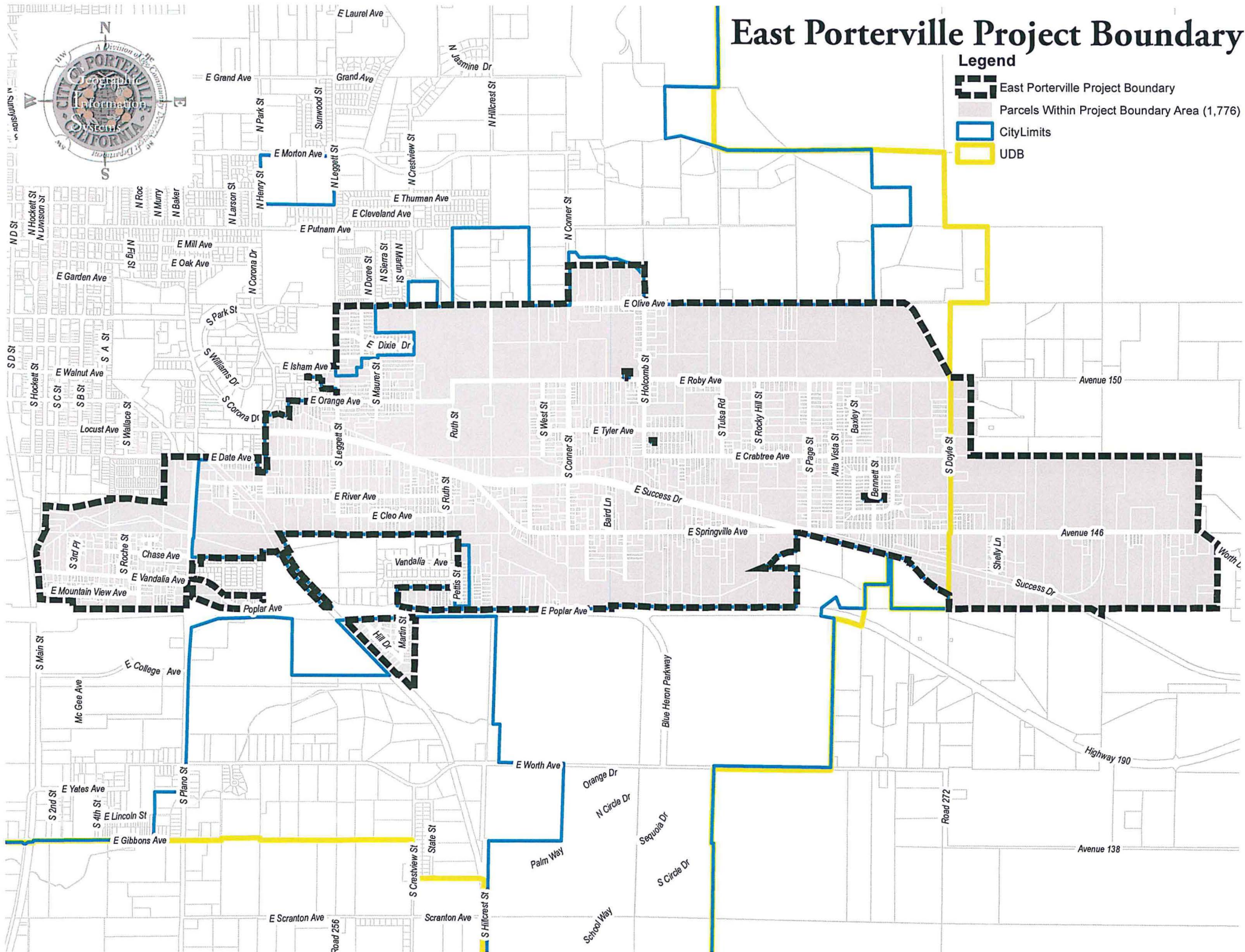


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

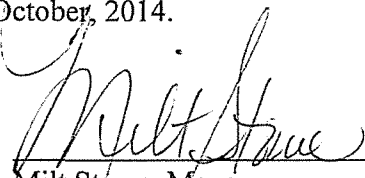
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

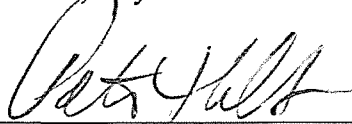
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

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



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

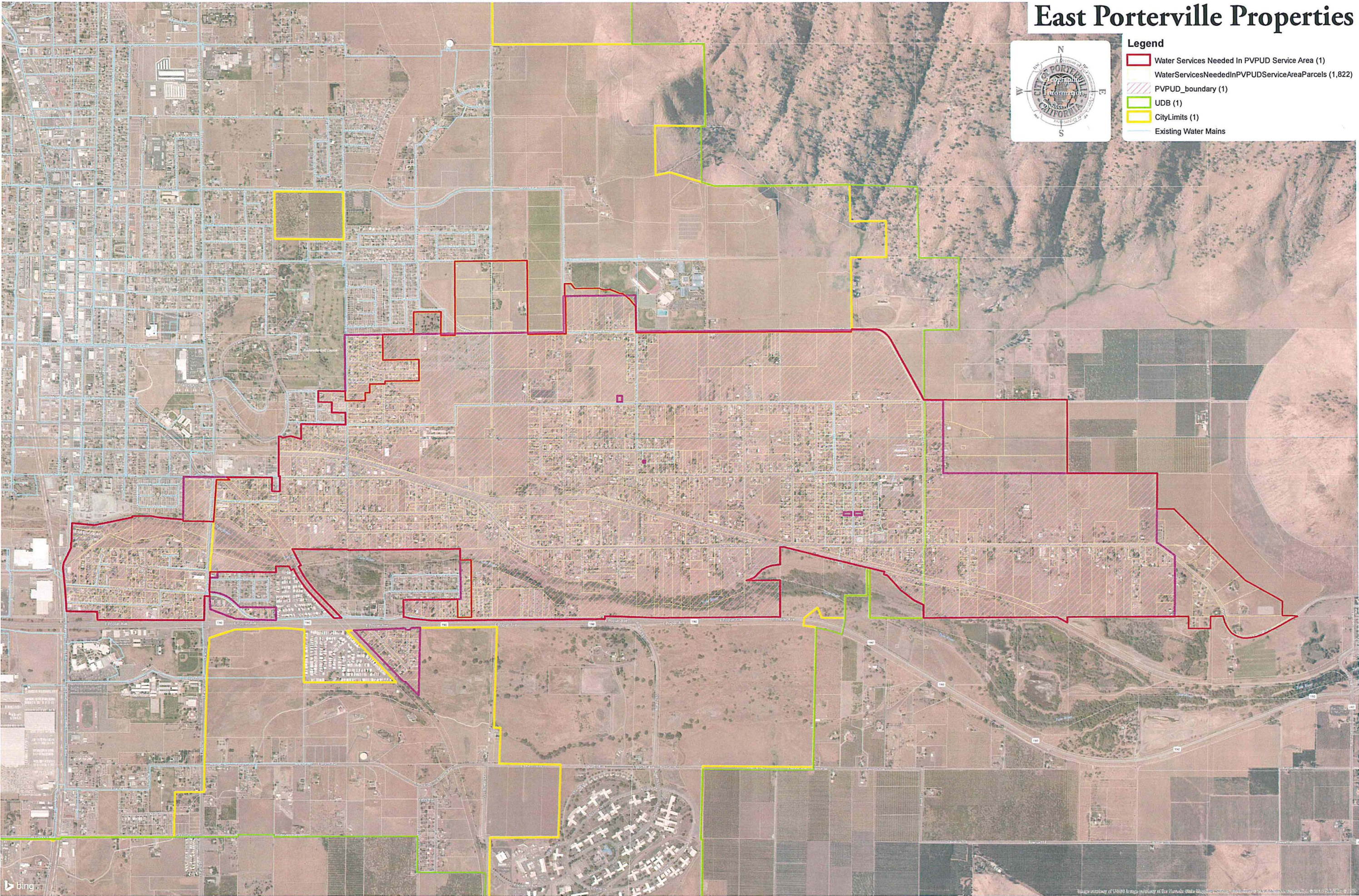
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk

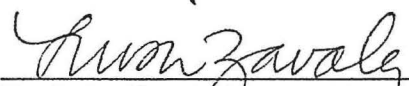

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

Tasks:

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

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

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

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

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

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

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

Sincerely,



James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

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



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

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

Dear Mr. Reed:

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

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

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

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

Sincerely,

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

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

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

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

