



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 18, 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 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.
- 3 - 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 Daniel Peñaloza
Invocation

PRESENTATIONS

Environmental Protection Agency

AB 1234 REPORTS

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

1. Local Agency Formation Commission (LAFCO) - December 5, 2018
2. Eastern Tule Groundwater Sustainability Agency - December 6, 2018
3. Tulare County Association of Governments (TCAG) - December 10, 2018

4. Tulare County Economic Development Corp. (TCEDC) - December 6, 2018

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - no meeting due to lack of a quorum
 2. Library & Literacy Commission - December 11, 2018
 3. Arts Commission - November 28, 2018
 4. Animal Control Commission
 5. Youth Commission - December 10, 2018
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase III Status Update

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of November 20, 2018**
Re: Considering approval of the draft minutes of November 20, 2018.
2. **Authorization to Purchase Type 1 Fire Engine**
Re: Considering authorization to negotiate the purchase of a Type 1 Fire Engine from Rosenbauer for \$481,948.21.
3. **Purchase of Police Service Dogs**
Re: Considering authorization to purchase a police service dog and associated training from Top Dog Training Center in the amount of \$12,108.75, a second police service dog from Darrel Locke in the amount of \$2,000, and recertification training in the amount of \$500.

4. **Purchase of Real Property for a Portion of Assessor Parcel Number 269-120-010**
Re: Considering approval of the purchase of 7.85± acres from O'Sullivan Family Revocable Trust for \$647,625.00 to expand an existing storm drain south of the Poplar Ditch.
5. **Request for Approval to Purchase Specialized Equipment - JWC Environmental**
Re: Considering approval to purchase specialized equipment parts from JWC Environmental for an amount not to exceed \$14,129.05 to repair the screenings washer compactor unit.
6. **Authorization of Payment for Emergency Repair of Fire Engine Pump Transmission**
Re: Considering approval of payment in the amount of \$12,988.55 to Burton's Fire, Inc. for the emergency repair of Engine 72.
7. **Authorization to Award Contract - 155, 165 and 185 North D Street Asbestos and other Hazardous Materials Abatement Project**
Re: Considering award of a contract in the amount of \$99,000 to Cencal Services, and authorization of funds for construction contingency and construction management for the project consisting of abatement of existing asbestos materials, mercury lighting, other components requiring specific abatement protocol mandated by state regulations, and demolition of certain aspects of the structure at 155, 165 and 185 N. D Street.
8. **Authorization to Award Contract - Rails-to-Trails Corridor Lighted Crosswalks Project**
Re: Considering awarding the Olive Avenue Corridor Lighted Crosswalks Project to PTM General Engineering Services of Riverside in the amount of \$224,042, and authorizing funds for contingency and construction management for the project consisting of the installation of three (3) high visibility crosswalk light systems.
9. **Authorization to Award Contract - Olive Avenue Corridor Lighted Crosswalks Project**
Re: Considering awarding a contract in the amount of \$481,000 to California Professional Engineering for the project consisting of the installation of six (6) high visibility crosswalk light systems, and additional signage, pavement markings, and push-button controls will be installed at sites of crosswalks; and authorizing the appropriations of funds to fully fund the project.
10. **Lighted Crosswalks Project Bid Results**
Re: Considering the rejection of bids received for the project consisting of the installation of three (3) high visibility crosswalk light systems to be located on Morton Avenue near Belleview Elementary School and Barlett Middle School and on Westwood Street near Jim Maples Academy.

- 11. Approval of Measure R Program Supplement to Cooperative Agreement - Design of Pedestrian Trail from Olive Avenue to Putnam Avenue**
Re: Considering approval of Resolution in support of the Program Supplement to the Cooperative Agreement for the design of the Pedestrian Trail from Olive Avenue to Putnam Avenue immediately west of the future animal shelter and implementation of a dog park for a price of \$225,000.
- 12. Negotiation Agreement By and Between the City of Porterville and the Tule River Indian Tribe**
Re: Considering approval of a negotiation agreement by and between the City of Porterville and the Tule River Indian Tribe pertaining to the preparation of a Memorandum of Understanding (MOU) addressing the impacts of the casino relocation.
- 13. Renewal of Airport Lease - Sports Complex Parking**
Re: Considering approval to renew the Lease Agreement between the City of Porterville and the Airport Enterprise Fund for vehicle parking at the Sports Complex.
- 14. Renewal of Airport Lease - Sewer Operating Fund**
Re: Considering approval to renew the Lease Agreement between the City of Porterville Sewer Operating Fund and the Airport Enterprise Fund for use of Lots 12 and 13.
- 15. Amendment to Employee Pay & Benefit Plan - Unrepresented Management Employees**
Re: Amending the Employee Pay and Benefit Plan to account for negotiated changes concerning Unrepresented Management Employees.
- 16. Amendment to the Pay Rate Schedule for Seasonal and Part-Time Employees**
Re: Considering approval of a resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-Time rates.
- 17. Status and Review of Declaration of Local Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

SCHEDULED MATTERS

- 18. Consideration of Appointment to the Arts Commission**
Re: Considering the appointment of an individual to serve on the City's Arts Commission.
- 19. Military Banner Program Banner Location Designation**
Re: Consideration of proposed locations for new military banners as the program expands past its current designated locations.

Adjourn to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

**SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
DECEMBER 18, 2018**

Roll Call: Agency Members/Chairperson

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

SUCCESSOR AGENCY SCHEDULED MATTERS

SA-20. Review and Approval of Draft Recognized Obligation Payment Schedule for Fiscal Year 2019-20

Re: Consideration of a resolution approving the Recognized Obligation Payment Schedule for the fiscal period of July 1, 2019 through June 30, 2020; and authorizing staff to make any augmentation, modification, additions or revisions as may be necessary and submit the ROPS 19-20 to the Countywide Oversight Board.

Adjourn to a meeting of the Porterville City Council.

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 January 15, 2019.

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 18, 2018

SUBJECT: 1. Water Conservation Phase III Status Update

SOURCE: Public Works

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of November 2018 shows that a total of 55 Notice of Violations were issued for water wasting, and 71 Administrative Citations were issued.

Water production for November 2018 shows a 13% increase from the 5-year average. The production for the month of November 2018 was 278 million gallons, which when compared to the production for the month of November 2013 of 254 million gallons, equates to a 9.54% increase. Residential consumption for November 2018 was 107 gallons per capita per day (GPCD).

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

conservation through November 2018 is 23.2%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through November 2018. Porterville's cumulative total GPCD conservation through November 2018 is 25.3%.

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

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

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

RECOMMENDATION: Informational Only

ATTACHMENTS:

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

Appropriated/Funded:

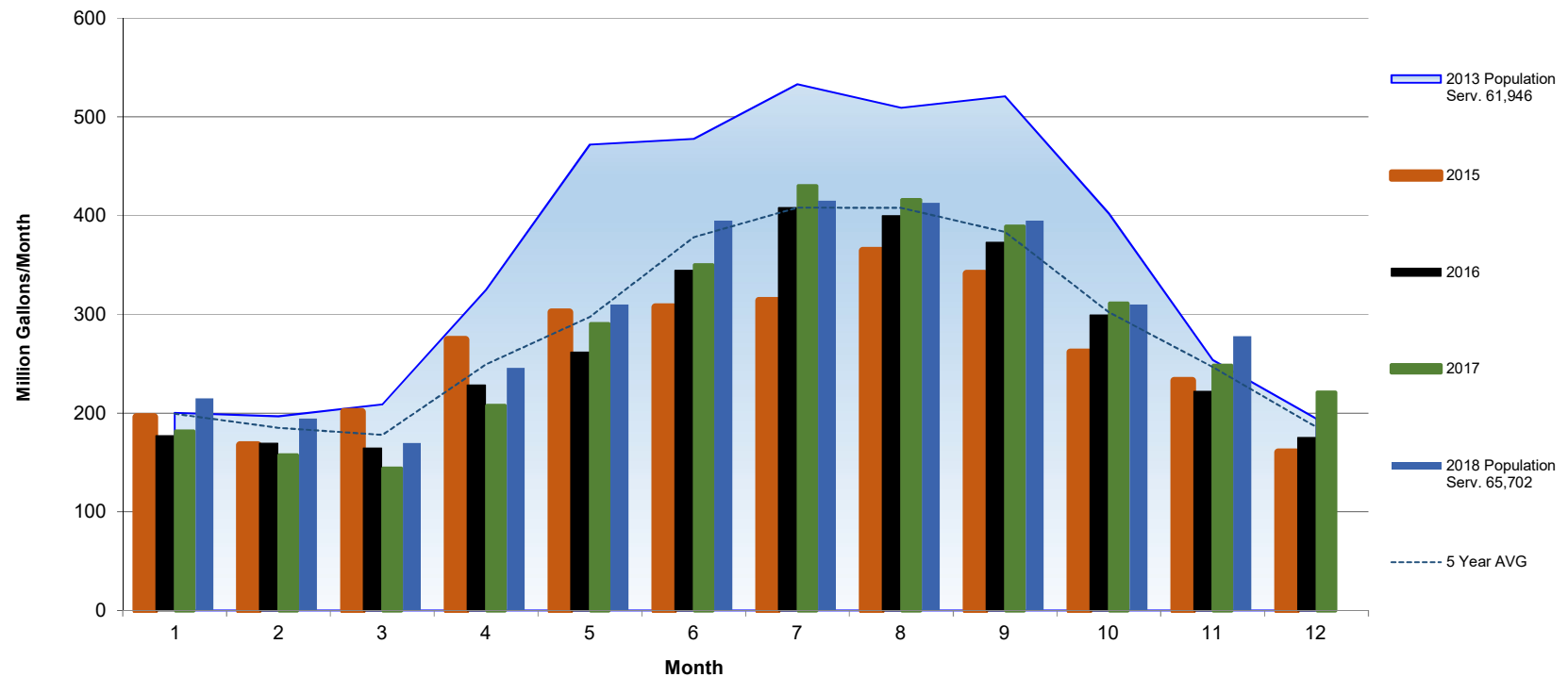
Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

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

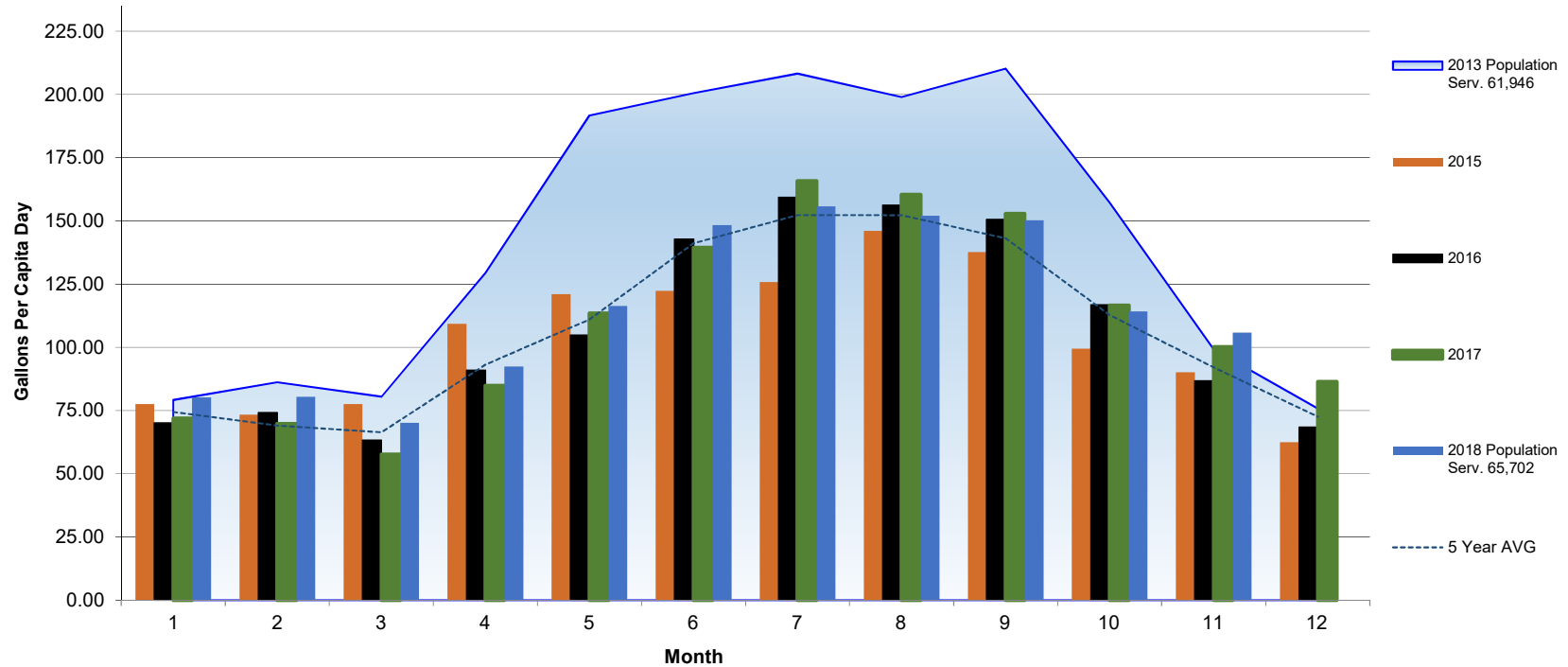


Production **Cumulative Total 23.2%**

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

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25.3%

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

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

■ Odd Address
 ■ Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: City Council Minutes of November 20, 2018

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of November 20, 2018.

RECOMMENDATION: That the Council approve the draft Minutes of November 20, 2018.

ATTACHMENTS: 1. Draft Minutes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Luisa Zavala, Deputy City Clerk

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

Called to Order at 5:35 p.m.

Roll Call: Council Member Monte Reyes, Council Member Martha A. Flores, Council Member Cameron Hamilton, Vice Mayor Brian Ward, Mayor Milt 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: Jenni Byers. Negotiating Parties: City of Porterville and Cornerstone Main Partners LP. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Celeste Bernardino by and through her guardian ad litem Argelia Reynosa. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Maggie Narvaiz. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Daren Phillips. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases in which facts are not yet known to potential plaintiff.
- 6** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

6:35 P.M. RECONVENED IN OPEN SESSION AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported action pertaining to A-2, A-3, and A-4 as follows:

- A-2. On a MOTION made by Council Member Cameron Hamilton, and SECONDED by Council Member Martha Flores the City Council unanimously rejected the claim filed by Celeste Bernadino by and through her guardian ad litem Argelia Reynosa.

Documentation: M.O. 01-112018

Disposition: Claim rejected.

- A-3. On a MOTION made by Council Member Cameron Hamilton, and SECONDED by Council Member Martha A. Flores the City Council unanimously rejected the claim filed by Maggie Narvaiz.

Documentation: M.O. 02-112018

Disposition: Claim rejected.

- A-4. On a MOTION made by Council Member Martha A. Flores, and SECONDED by Council Member Monte Reyes the City Council unanimously rejected the claim filed by Dareen Phillips.

Documentation: M.O. 03-112018

Disposition: Claim rejected.

The Pledge of Allegiance was led by Mayor Milt Stowe
Invocation -- a moment of silence was observed.

AB 1234 REPORTS

1. Tulare County Task Force on Homelessness - November 13, 2018
Council Member Flores reported in City Manager Lollis' absence regarding a teleconference with the manager of a homeless shelter in Bell; review of housing funding available in light of voter approved propositions; and Mr. Lollis' request to have a council member appointed to the task force during its reorganization.
2. San Joaquin Valley Air Pollution Control District Board – November 14, 2018
Council Member Reyes reported on action items pertaining to funding for incentive programs to reduce dust associated with nut harvesting, deploy zero-emission landscaping equipment, promote on field alternatives to open burning of ag materials. In addition, the Board adopted the 2018 Plan for PM2.5 Standards.

REPORTS

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - November 1, 2018
Commissioner Graybehl presented the Commission's report regarding Veterans Day Run, Christmas Tree Lighting Ceremony, Youth Arena Soccer registration, Zalud House Christmas Light Tours, and Senior Christmas Luncheon.
 2. Library & Literacy Commission - November 13, 2018
Commissioner Bailey reported on a staff presentation regarding social media marketing of library programs and activities, a staff presentation regarding City owned properties, the Commission's selection of a site for the INTERNnect project, selection of Commissioner May as Chair, and statistics pertaining to patronage, participation and volunteer hours. Lastly, he extended an invitation to Photos with Santa.
 3. Arts Commission - October 24, 2018

Commissioner Luna reported on consideration of future projects, the Commission's support of an arts festival, its continued efforts to recruit members, and its next meeting on November 28th.

4. Animal Control Commission

No report.

5. Youth Commission - November 19, 2018

Commissioner Rainey from Porterville High School, reported on the Commission's visit to Fire Station No. 71, and efforts to collect donations for Camp fire victims.

6. Transactions and Use Tax Oversight Committee (TUTOC) - November 13, 2018

Acting City Manager Patrice Hildreth reported that Chair Gurrola was unable to attend the meeting due to a scheduling conflict.

II. Staff Informational Reports

1. Water Conservation Phase III Status Update

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, stated that he was thankful the Mayor was in attendance and doing well; and expressed concerns regarding the schools allowing children outdoors when the air quality was very poor.

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. 1-3. The motion carried unanimously.

1. AUTHORIZATION FOR TRANSIT BUS ENGINE REPAIR

Recommendation: That the City Council:

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

Documentation: M.O. 04-112018

Disposition: Approved.

2. AUTHORIZATION TO CONTRACT FOR CERTAIN GIS SERVICES

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

Documentation: M.O. 05-11201

Disposition: Approved.

3. 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. 06-112018

Disposition: Approved.

PUBLIC HEARINGS

4. CONDITIONAL USE PERMIT FOR PARKING REDUCTION FOR 24 MULTI-FAMILY RESIDENTIAL UNITS ON KESSING STREET

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

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

At Council Member Hamilton's request, staff researched and it was determined that he was not conflicted on the item.

The Public Hearing was opened at 7:02 p.m.

- Brock Neeley, Porterville, asked the Council to consider that after school activities taking place at the school require parking along the street.
- Mark Hillman, stated that ample parking was provided for the project; and added that the parking shortage would be even less significant should a new ordinance be adopted in the future reducing the number of required parking.

The Public Hearing was opened at 7:04 p.m.

Brief discussion took place regarding access to the middle school's field area after hours and on weekends, and possible amendments to the development code which could reduce parking requirements in the future.

COUNCIL ACTION: MOVED by Mayor Milt Stowe, SECONDED by Council Member Cameron Hamilton that the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2018-036C). The motion carried unanimously.

Documentation: Resolution No. 78-2018

Disposition: Approved.

SCHEDULED MATTERS

5. CONSIDERATION OF APPOINTMENT TO THE MEASURE R CITIZENS' OVERSIGHT COMMITTEE

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

Acting City Manager Patrice Hildreth introduced the item and presented the staff report.

Cathy Capone, who was in attendance, spoke briefly about her desire to serve on the committee.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council appoint Cathy Capone to the Measure R Citizens' Oversight Committee to a term to expire June 30, 2021. The motion carried unanimously.

Documentation: M.O. 07-112018

Disposition: Approved.

6. CONSIDERATION OF MODIFICATION TO EXISTING CONTRACT WITH PENA'S DISPOSAL SERVICE

Recommendation: That City Council:

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

OR

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

Acting City Manager Hildreth introduced the item, and Public Works Director Mike Reed presented the staff report. Following which, staff addressed questions from the Council regarding the number of contractors, the current market, customer rates, and education of customers with regard to what should be placed in the blue bins.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve the proposed amendment and authorize the Mayor to sign Amendment No. 3. The motion carried unanimously.

Documentation: M.O. 08-112018

Disposition: Approved.

7. CONSIDERATION OF A LOAN AGREEMENT WITH CORNERSTONE MAIN PARTNERS, LLC, GRANT OF EASEMENT, AND AUTHORIZATION FOR SALE OF PROPERTY AT 14 N. MAIN STREET

Recommendation: That the City Council:

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

Acting City Manager Hildreth introduced the item, and Community Development Director Byers presented the staff report.

COUNCIL ACTION: MOVED by Mayor Milt Stowe, SECONDED by Council Member Martha Flores that the City Council approve the loan agreement with Cornerstone Main Partners, LLC; adopt the draft Resolution approving an inter-fund loan agreement from General Fund Equipment Replacement (003) to the General Fund (001) for the payment to Cornerstone Main Partners, LLC; authorize staff to record a Grant Easement for the parking lots; adopt the draft Resolution authorizing conveyance of property at 14 N. Main Street; authorize staff to begin escrow in accordance with the Purchase and Sale Agreement; authorize the City Manager, City Attorney and/or the Finance Director to make any augmentation, modification, additions, or revisions as may be necessary; and authorize the Mayor and/or City Manager to sign all necessary documents. The motion carried unanimously.

Documentation: Resolution No. 79-2018; Resolution No. 80-2018; and M.O. 09112018

Disposition: Approved.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Flores stated that she had a heavy heart due to the devastating fires; and wished everyone a blessed and thankful Thanksgiving.
- Council Member Hamilton spoke of a successful Veterans Parade; and extended best wishes to everyone for a happy Thanksgiving.
- Council Member Reyes also expressed concern for victims of the fires; thanked Ed Flory and the community for its support of the Veterans Day Parade; spoke of upcoming Christmas Tree Lighting Ceremony and Christmas Parade; and asked everyone to be safe this holiday season.
- Mayor Stowe expressed his concerns for the victims of the fires and shootings; encouraged everyone to be thankful for family and friends every day; and wished everyone a happy Thanksgiving.
- Acting City Manager Hildreth provided an update regarding staff at the Camp fire; and spoke of upcoming holiday events.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 7:35 p.m. to the meeting of December 4, 2018.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Authorization to Purchase Type 1 Fire Engine

SOURCE: Fire

COMMENT: The Fire Department fleet includes four “Type 1” Fire Engines. Three serve as initial response from each fire station and one serves as a reserve engine used on major emergencies or when front line apparatus are taken out of service for repair or maintenance. The reserve engine was purchased in 2001 and was scheduled for replacement during the 2018/19 fiscal year.

Staff requested three quotes for replacement of this engine, from Pierce, Hendrickson Mobile Equipment (HME) and Rosenbauer. Both Rosenbauer and Pierce have indicated that as of January 1, 2019, they will be increasing the cost of their Type 1 engines by 3%. The quote information is provided below and includes sales tax for Council's reference:

Rosenbauer: \$481,948.21

HME: \$508,406.89

Pierce: \$538,615

If approved, this engine will be ordered with all of the necessary equipment, including jaws of life, chainsaw and circular saws, nozzles, and other tools which will be required to place the vehicle into service for an additional cost not to exceed \$40,000.

Based on the lowest bid, from Rosenbauer, the estimated total cost of an equipped Type 1 engine is \$481,948.21.

Funding for this purchase of both the Type 1 engine and equipment is available from the Department's equipment replacement account.

RECOMMENDATION: That the City Council authorize staff to negotiate the purchase of a Type 1 Fire Engine from Rosenbauer, and equip as necessary.

ATTACHMENTS:

1. Rosenbauer quote
2. Pierce quote
3. HME quote

Appropriated/Funded: JR for MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



December 4, 2018

Porterville Fire Department
40 Cleveland Ave.
Porterville CA, 93257

Attention: Chief LaPere

Thank you for the opportunity to propose the following pieces of Rosenbauer custom fire apparatus: 1500 GPM Type- 1 Engine

	No Discounts	Pre-pay: Chassis	100% Pre-Pay
One (1) T-1 Engine Body	\$221,124.00	\$221,124.00	\$218,609.99
Chassis Price	\$225,016.00	\$216,381.00	\$216,381.00
Delivery (Non-taxable)	\$3,974.00	\$3,974.00	\$3,974.00
Total:	\$450,114.00	\$441,479.00	\$438,964.99

Included in above price:

Delivery, 365-395 days after receipt of order
Video Mid-Point, at Rosenbauer
Final Inspection, at Rosenbauer, (3) from PFD
Delivery, FOB, Porterville FD

Terms:

Payment due within 15 day of either delivery or contract acceptance.

Pricing as quoted above is valid until Decemebr 31, 2018.

Performance Bond is included

Thank you again for this opportunity to work with the Porterville Fire Department, if you have any questions regarding the above proposal, please contact me at (209) 609-2542 or at howenstine@burtonsfire.com

Sincerely,

Ken Howenstine
Burton's Fire Inc.

Burton's Fire Inc.
1301 Doker Drive
Modesto, CA 95351
209-544-3161
209-544-1109 Fax
www.burtonsfire.com

South Dakota Division
100 Third Street
Lyons, SD 57041
605-543-5591
605-543-9701 Fax
E-mail: sales@rosenbaueramerica.com

Minnesota Division
5181 260th Street
P.O. Box 549
Wyoming, MN 55092
651-462-1000
651-462-1700 Fax
E-mail: sales@rosenbaueramerica.com

Aerial Division
870 South Broad Street
Fremont, NE 68025
402-721-7622
402-721-7622 Fax
E-mail: sales@rosenbaueramerica.com



November 19, 2018

Dave LaPere, Fire Chief
Porterville City Fire Department
40 W. Cleveland Ave.
Porterville, CA 93257

Dear Chief La Pere:

I am enclosing our proposal for your proposed new engine with this cover letter. Based on your input, we have selected the *Enforcer* chassis on which to base this proposal. Some of the significant features you'll find include:

- Pierce Husky foam system
- 1500 gpm Waterous single stage pump with 500 gallon tank
- Ten-year warranty on paint.
- All emergency lighting is LED
- Treadplate hose bed covers
- Front bumper tray with a front discharge
- 450 hp Cummins L9 diesel motor
- Power windows and door locks for the cab
- Darker window tinting for the crew cab
- USSC Valor seating in the cab Sigtronics intercom system and AM/FM radio
- LED headlights and D.O.T. lighting
- Three (3) inspection trips to Wisconsin for two (2) people each time
- Installation of a two-way radio
- Shelves, trays, ladders, pike poles
- Delivery FOB to Porterville Fire Department headquarters

The cost of the unit described in this proposal is dependent on how the City may choose to purchase it. As noted in the various options, Pierce deducts certain prepayment credits from the final invoice, depending on the selected purchasing option. Please review the information and figures below.

Option #1 (Purchase)

This amount would be due when the apparatus is completed at Pierce Manufacturing, Inc., in Appleton, Wisconsin, and ready for pick up. It is understood that the payment will not be later than thirty days from the date of completion.

	<i>Unit Price</i>	<i>Sales Tax and Registration</i>	<i>Total</i>
<i>Enforcer Type 1 Engine</i>	\$ 493,012	\$ 40,673	\$ 533,685

Option #2 (Purchase with chassis prepayment)

Should your city elect to pay **\$267,675** for the chassis within 90 days of issuing a signed contract or a purchase order, the chassis handling charge of **\$8,030** is eliminated. This changes the unit costs to the following:

	<i>Unit Price</i>	<i>Sales Tax and Registration</i>	<i>Total</i>
<i>Enforcer Type 1 Engine</i>	\$ 483,105	\$ 39,856	\$ 522,961

Pierce Manufacturing, Inc. will carry adequate insurance on the chassis while it is in its possession and until delivery and acceptance by the City of Porterville.

Option #3 (Purchase w/100% prepayment)

If, instead, the City chooses to pay the entire amount within 30 days of issuing a signed contract or the purchase order, the handling charge is eliminated and an interest amount is paid for a total construction cost discount of **\$14,799**. This would reduce the subsequent total unit cost to the following:

	<i>Unit Price</i>	<i>Sales Tax and Registration</i>	<i>Total</i>
<i>Enforcer Type 1 Engine</i>	\$ 474,876	\$ 39,177	\$ 514,053

As mentioned before, Pierce Manufacturing, Inc. will carry adequate insurance on the chassis while it is in its possession and until delivery and acceptance by the City of Porterville.

If one of the prepayment options is chosen and a performance bond is required by your City, please add **\$1,301** after cost and sales tax have been determined. This amount is not subject to state sales tax.

The total prices shown above include California Sales Tax at the rate of 8.25%. They also include three inspection trips to the Pierce plant for two personnel each trip (preconstruction, midpoint or post paint inspection, and final inspection). Price is based on delivery F.O.B. to the Porterville Fire Department Headquarters.

If lease/purchase is a possible consideration, Pierce can utilize PNC as a source. I can call for a quote anytime. If selected, they would base their terms on the price shown in Option #3 with a performance bond, since they fund the entire amount upfront. Also, payment is one year in arrears which means the first payment would not be due until one year after the agreement is signed, thus placing it in a successive budget year.

If the City elects to purchase the proposed apparatus and would like to submit a purchase order, please address it to the following.

***Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828***

A "Turning Performance Analysis" and an "Electrical Analysis Report" are included for your review along with warranty information and product brochures.

This quote will be valid until January 24, 2019.

I appreciate the opportunity to submit this information, and look forward to going over any questions you might have. I have also enjoyed meeting with your personnel. They are very knowledgeable about apparatus requirements and a pleasure to work with. Let me know if there's anything else I can do and please feel free to give me a call anytime. My cell number is (661) 342-1670, and thank you again.

Sincerely,

A handwritten signature in black ink, reading "Cary Eckard". The signature is written in a cursive, flowing style.

Golden State Fire Apparatus, Inc.
Pierce Manufacturing, Inc.
Cary Eckard
Sales Representative



December 10, 2018

Chief Rick Land
Porterville Fire Department
40 West Cleveland Ave
Porterville, CA 93257

Chief Land,

HME Ahrens-Fox and Derotic Emergency Equipment are pleased to offer you this revised proposal:

- This proposal is for one (1) HME Ahrens-Fox Type 1 Pumper, Stock Truck #23263.
- The Price is Four Hundred Sixty Five Thousand, Three Hundred Sixty One Dollars and Zero Cents (\$465,361.00) – COD Contract. (DOES NOT INCLUDE TAXES OR FEES).
- This price includes the vehicle, delivery to California, and pre-delivery inspection at one of our service centers.
- This price is good for thirty (30) days from the date on this document. Additional price extensions will need to be requested as needed.
- This vehicle is available on a first come, first served basis.
- Delivery can be expected approximately two hundred seventy (270) days after contract is signed by HME Ahrens-Fox, barring any changes made by the Fire Department at our service facility.

We look forward to working with you and your staff to deliver your new HME Ahrens-Fox Fire Apparatus, which will give the Porterville Fire Department many years of service.

Sincerely,

James Mario Demattei

James Mario Demattei
President

Casey Scott

Casey Scott
CEO

Brian Jenson

Brian Jenson
COO



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Purchase of Police Service Dogs

SOURCE: Police

COMMENT: The Police Department implemented its K-9 program in 1995, a team program consisting of two police service dogs and two handlers. The program has proven to be valuable on several fronts, some of which include pro-active policing and public relations. Since 1995, we have increased our K-9 program to four positions, which has allowed the police department to operate with a K-9 on every patrol shift. Over the last several years one of the police service dogs was retired due to behavioral issues and the other was retired due to age, leaving the Police Department with two working police service dogs. The Department would like to reestablish the two vacant K-9 teams, which could be achieved by purchasing a new police service dog and purchasing a police service dog who recently served with another Department.

The new police service dog would be purchased through our department vendor at Top Dog Training Center. The Department's service dog specialists recently visited with our vendor to evaluate potential service dogs and obtained pricing for a new service dog and associated training. The police department would like to enter into an agreement with Top Dog Training Center to acquire a police service dog and necessary training for the dog handler. This vendor provides a full guarantee against any congenital health defects for two years after the date of purchase and additionally guarantees the dog for non-health service-related problems for one year. The total cost for this police service dog and the related training is \$12,108.75.

With regard to the second police service dog, recent recruitment efforts by the Department over the last year resulted in the hiring of a lateral certified service dog handler from a neighboring agency. The handler worked for the Farmersville Police Department and has extensive experience with police service dogs and prior to his leaving the Farmersville Police Department, was a top handler in the County. Although his police service dog is in its "prime", the officer was allowed to purchase his assigned police service dog when he left the City of Farmersville and he has remained current on the training. The hiring of this officer provides a unique opportunity for the department to fill an immediate opening in K-9 program with a trained police service dog. This would only require that the Department be allowed to purchase the police service dog from the officer. The officer has agreed to sell the police service dog to the Department for \$2,000, which is what he paid the Farmersville Police Department. In addition, the handler would only need to go through minimal

recertification training through our vendor, at a cost of \$500.

If approved, the Police Department would add two police service dogs to the current K-9 program.

Current funding is available in the Department's budget through public donations that have been made to the Department's K-9 program.

RECOMMENDATION: That City Council:

- 1) Authorize the purchase of a police service dog and associated training from Top Dog Training Center in the amount of \$12,108.75; and
- 2) Authorize the purchase of a police service dog "Jace" from Darrel Locke in the amount of \$2,000; and
- 3) Authorize the payment of \$500 to Top Dog Training Center upon completion of recertification training for Officer Darrel Locke and "Jace".

ATTACHMENTS:

1. Agreement to Purchase Personal Property
2. Top Dog Quote for New Police Service Dog
3. Top Dog Quote for Recertification

Appropriated/Funded: JR for MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

AGREEMENT TO PURCHASE PERSONAL PROPERTY

This agreement to Purchase Personal Property (hereinafter referred to as "AGREEMENT") is made and entered into by and between DARRELL LOCKE (hereinafter referred to as "LOCKE") and the CITY OF PORTERVILLE (hereinafter referred to as "CITY") and the Porterville Police Department (hereinafter referred to as the "PPD") and (hereinafter collectively referred to as "PARTIES").

RECITALS

WHEREAS, LOCKE is currently a Police Officer with the PPD.

WHEREAS, LOCKE is currently the owner of "Jace," a four year old Belgian Malinois.

WHEREAS, LOCKE has offered to sell "Jace" to the CITY and the PPD for use as a police service dog.

WHEREAS, LOCKE has completed the basic canine handlers course with "Jace," and is a certified canine handler.

WHEREAS, the PARTIES desire to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the PARTIES hereby agree as follows:

1. LOCKE shall sell "Jace" to the CITY for the sum of two thousand dollars (\$2,000.00) and ownership shall pass to the CITY as of the date of this agreement.
2. The CITY shall assume all risk of loss and expenses related to the care, maintenance and future training of "Jace."
3. The CITY shall assume all liability arising out of, connected with, or resulting from the actions of "Jace" from and after the date of this agreement.
4. This AGREEMENT shall be valid so long as "Jace" remains working as a police service dog for the City of Porterville. All obligations, including any indemnity and defense obligations of the CITY, if any, shall cease once "Jace" ceases to work as a police service dog for the City of Porterville.
5. LOCKE shall be the canine handler for "Jace," and shall retain the first option to purchase "Jace" from the CITY, if LOCKE should transfer from, promote, or leave the canine program or the PPD; or should "Jace" cease to work as a police service dog for the CITY, LOCKE shall retain the first option to purchase "Jace" from the CITY, at a fair market value and that the PARTIES recognize the average working life of a police service dog is seven years and the fair market value and depreciation will be based on that.

Executed at _____, California, this _____ day of December, 2018.

Darrell Locke, POLICE OFFICER

Milt Stowe, MAYOR



To **City of Porterville**
:
Police Department
350 N. D Street
Porterville, CA 93257

Top Dog Training Center, 5922 W. Clinton Avenue, Visalia, Ca 93291
Phone 559-802-7297

QUOTATION

Date: November 15, 2018

To **City of Porterville**
:
Police Department
350 N. D Street
Porterville, CA 93257

Qty	Description	Unit Price	Line Total
1	Patrol / Detection Course Update w/ POST Re-certification (40 hours)	\$500.00	\$500.00
Subtotal			\$500.00
Sales Tax			n/a
Less Deposit			
Total			\$500.00

Top Dog Training Center, 5922 W. Clinton Avenue, Visalia, Ca 93291

Phone 559-740-2146



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Purchase of Real Property for a Portion of Assessor Parcel Number 269-120-010

SOURCE: Community Development

COMMENT: Pursuant to City Council authorization on March 20, 2018, staff has negotiated the purchase of real property from Thomas J. O’Sullivan and Deborah L. O’Sullivan, Trustees of the O’Sullivan Family Revocable Family Trust in the accepted amount of \$647,625.00. The subject acquisition consists of 7.85± acres of the overall 28.9 acres of Assessor Parcel Number 269-120-010, generally located immediately south of the Poplar Ditch on South Jaye Street. The terms of the purchase are outlined in the attached Purchase and Sale Agreement, which is provided herein, as is the draft resolution for Council consideration.

The purpose of the property acquisition is to provide groundwater recharging in anticipation of Sustainable Groundwater Management Act regulations and expansion of the existing storm drain in compliance with the City of Porterville’s Storm Drain Master Plan as it is currently undersized for existing and future development.

The funding source for said acquisition would be from the Water Replacement and Storm Drain Developer Impact Fund.

RECOMMENDATION:

1. Approve the Grant Deed and draft Resolution;
2. Authorize staff to enter escrow in accordance with the Purchase and Sale Agreement;
3. Authorize the City Manager and City Attorney to make any augmentation, modification, additions, or revisions as may be necessary; and
4. Authorize the Mayor and City Manager to sign all necessary documents.

ATTACHMENTS:

1. Grant Deed with Draft Resolution
2. Draft Purchase and Sale Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

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

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

**NO FEE PURSUANT TO GOVERNMENT
SECTION 27383**

Space above this line for Recorder's Use

GRANT DEED
(INDIVIDUAL)

Atlas Sheet	Section	Township	Range	Street/Avenue
I7	2	T22S	R27E	Jaye Street

_____FOR A
VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Thomas J. O’Sullivan and Deborah L. O’Sullivan, trustees of The O’Sullivan Family Revocable Trust
u/t/d/ September 28, 2012, does hereby GRANT to the **CITY OF PORTERVILLE, a Municipal**
Corporation all that real property in the County of Tulare, State of California, described as:

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

Number

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20__.

The O’Sullivan Family Revocable Trust u/t/d September 28, 2012

By _____,
Thomas J. O’Sullivan

By _____,
Deborah L. O’Sullivan

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
County of _____ } SS

On this the _____ day of _____ 20 _____, before me, _____,
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Notary Public's signature in and for said County and State)

(for notary seal or stamp)

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
County of _____ } SS

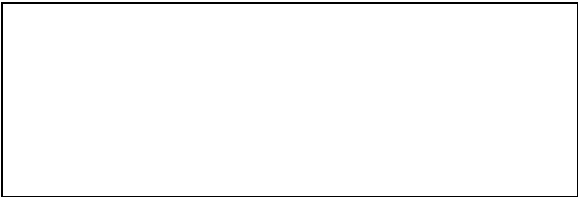
On this the _____ day of _____ 20 _____, before me, _____,
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Notary Public's signature in and for said County and State)

(for notary seal or stamp)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM THE O'SULLIVAN FAMILY REVOCABLE TRUST u/t/d SEPTEMBER 28, 2012

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee from Thomas J. O'Sullivan and Deborah L. O'Sullivan, trustees of the O'Sullivan Family Revocable, for real property, in the County of Tulare, State of California, to-wit:

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

BE IT FURTHER RESOLVED that the purchase price of \$647, 625 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this 18th day of December, 2018.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT "A"

The Southeast quarter of the Northwest quarter of Section 2, Township 22, Range 27 East, Mount Diablo Base and Meridian, according to the official plat thereof.

EXCEPTING THEREFROM that portion lying northerly and northwesterly of the following described line:

COMMENCING at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 2;

THENCE, North 00° 32' 44" East, along the west line of the Southeast quarter of the Northwest quarter of said Section, 69.6 feet, more or less, to the northwesterly corner of the land described in the Final Order of Condemnation recorded July 21, 1993, Instrument No. 93-050818, Official Records of the County of Tulare, said point also being the **POINT OF BEGINNING**;

THENCE, North 00° 32' 44" East, continuing along said west line, 47.82 feet;

THENCE, North 51° 17' 06" East, 223.75 feet;

THENCE, North 61° 01' 01" East, 220.50 feet;

THENCE, North 58° 07' 49" East, 49.97 feet;

THENCE, North 46° 40' 09" East, 204.30 feet;

THENCE, North 66° 52' 02" East, 111.21 feet;

THENCE, North 50° 36' 12" East, 245.69 feet;

THENCE, North 67° 40' 00" East, 181.27 feet;

THENCE, North 84° 40' 03" East, 63.42 feet;

THENCE, North 86° 45' 38" East, 207.28 feet, to a point in the west line of the East 42 feet of Southeast quarter of the Northwest quarter of said Section 2;

THENCE, North 89° 33' 30" East, 42.00 feet, to a point in the east line of the Southeast quarter of the Northwest quarter of said Section 2.

ALSO EXCEPTING THEREFROM that portion described in the Final Order of Condemnation recorded July 21, 1993, Instrument No. 93-050818, Official Records of the County of Tulare.

ALSO EXCEPTING THEREFROM the following real property conveyed to the City of Porterville as set forth in that certain Grant Deed recorded April 28, 2010 as Document No. 2010-0025920 in the Official Records of the County of Tulare described as follows:

The West 22.00 feet of the East 42 feet, of the Southeast quarter of the Northwest quarter of Section 2, Township 22, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the official plat thereof.

BASIS OF BEARINGS being the east line of the Southeast quarter of the Northwest quarter of Section 2, Township 22, Range 27 East, Mount Diablo Base and Meridian, taken as North 0°26'30" East, as shown on a Record of Survey filed in Volume 31 of Licensed Surveys, at page 38 in the Office of the Tulare County Recorder.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Michael K. Reed
Licensed Land Surveyor

Date: 9/18/2018



SURVEY PLAT

STATE HIGHWAY 190

NORTH QUARTER CORNER
SECTION 2-22/27 PER
ROS"

N 89°43'49" W 1322.80 (R)

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST QUARTER
OF SECTION 2-22/27 PER RECORD OF SURVEY "

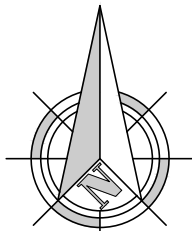
TAKEN AS: N 00°26'30" E

LEGEND:

(R) RECORD PER RECORD OF SURVEY "

" RECORDED IN VOLUME 31 OF LICENSED
SURVEYS AT PAGE 38, T.C.R.

(L1) LINE DESIGNATION - SEE SHEET 2
FOR LINE TABLE



0' 100' 200'

SCALE: 1" = 200'

S 00°32'44" W 1327.43 (R)

SOUTH JAYE STREET

N 00°26'30" E 2659.37 (R)
BASIS OF BEARINGS

PARCEL

341,943 SQ. FT.
7.85 ACRES

N 89°33'30" W 42.00

(L2) (L1)

(L3)

(L4)

(L5)

(L6)

(L7)

(L9)

(L8)

(L18)

(L17)

(L16)

(L15)

(L14)

(L13)

(L12)

(L11)

S 00°32'44" W 69.58

S 89°50'15" E 890.72

S 89°50'15" E 42.00

SOUTH 320' OF THE SOUTHEAST
QUARTER OF THE NORTHWEST QUARTER
OF SECTION 2-22/27
NOT A PART

1283.22

S 89°50'15" E 1325.22 (R)

POINT OF COMMENCEMENT

CENTER CORNER SECTION 2-22/27
PER ROS "

LOCATED IN A PORTION OF THE SOUTHEAST
QUARTER OF THE NORTHWEST QUARTER OF
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27
EAST, MOUNT DIABLO BASE AND MERIDIAN,
CITY OF PORTERVILLE, COUNTY OF TULARE,
STATE OF CALIFORNIA.

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

JAYE STREET PROPERTY
SURVEY PLAT

DRAWN BY	CAL
CHECKED BY	MKR
SCALE	1" = 200'
DATE	9/15/2018

SHEET
1
OF
2

Parcel Line Table

Line #	Length	Direction
L1	207.28	S86° 45' 38"W
L2	63.42	S84° 40' 03"W
L3	181.27	S67° 40' 00"W
L4	245.69	S50° 36' 12"W
L5	111.21	S66° 52' 02"W
L6	204.30	S46° 40' 09"W
L7	49.97	S58° 07' 49"W
L8	220.50	S61° 01' 01"W
L9	223.75	S51° 17' 06"W
L10	47.82	S0° 32' 44"W
L11	11.38	N77° 28' 40"E
L12	125.22	N55° 18' 26"E
L13	55.15	N52° 49' 49"E
L14	81.35	N60° 53' 03"E
L15	55.87	N57° 04' 07"E
L16	57.54	N57° 06' 36"E
L17	57.79	N60° 08' 04"E
L18	23.37	N58° 19' 39"E

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

JAYE STREET PROPERTY
SURVEY PLAT

DRAWN BY	CAL
CHECKED BY	MKR
SCALE	1" = 200'
DATE	9/15/2018

SHEET
2
OF
2

PURCHASE AGREEMENT
(Porterville, California)

THIS AGREEMENT is made and entered into as of last date of execution set forth on the signature page (the "Effective Date"), by and between the **CITY OF PORTERVILLE**, a California municipal corporation, ("Buyer"), and Thomas J. O'Sullivan and Deborah L. O'Sullivan as Trustees of **THE O'SULLIVAN FAMILY REVOCABLE TRUST u/t/d September 28, 2012**, (the "Seller").

RECITALS

A. WHEREAS, Seller is the owner in fee simple of approximately 7.85 acres in the City of Porterville, County of Tulare, and State of California. The legal property description is attached hereto as Exhibit A (the "Property");

B. Seller presented a single-family residential subdivision (Project) to the Buyer's Project Review Committee during the summer of 2018 seeking Buyer's approval of the proposed Project. The Project Review Committee, in relation to required public improvements, expressed to the Seller that the Project must comply with the City of Porterville's Storm Drain Master Plan, of which indicates that the existing master plan reservoir serving the proposed Project is undersized. The orderly development of the proposed Project and surrounding areas requires the acquisition of additional acreage south of the Poplar Ditch, adjacent to the existing reservoir, in order to comply with the intent of the master plan and for the purpose of expansion of the existing facility. Master plan reservoirs are to be acquired in fee title by the City of Porterville. Acquisition of the "Property" shall be and has been in accordance with the City's adopted Property Acquisition Procedures, including eminent domain proceedings, if necessary.

C. Buyer desires to purchase the Property and Seller desires to sell the Property on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

I
PURCHASE AND SALE

1.1 Sale and Purchase. Buyer hereby agrees to acquire and purchase from Seller and Seller hereby agrees to sell and convey to Buyer that certain real property located in the City of Porterville, County of Tulare, California, described above, together with all rights, privileges and easements appurtenant thereto including all minerals, oil, gas and other hydrocarbon substances thereon including water, water rights, water stock, development, and air rights that Seller may have, if any.

1.2 Purchase Price. The purchase price (the "Purchase Price") of the property shall be the sum of \$647,625.

1.3 Payment of Purchase Price. The Purchase Price shall be payable as follows: Prior to the Closing (as defined below) Buyer shall make a deposit with Escrow Holder (as defined below) an amount equal to the Purchase Price and any adjustments as a result of any applicable prorations as described below to be held by Escrow Holder pursuant to Article III below until close of Escrow.

1.4 Purchase Under Threat or Imminence of Condemnation. The parties acknowledge and represent that the property is being sold under threat or imminence of condemnation and, absent an agreement to Sell the Property, Buyer will initiate a condemnation action to take the Property for public use. Buyer warrants to Seller that it possesses the power of eminent domain in relation to the Property. That stated, Buyer makes no other representations, and makes no warranty or guarantee whatsoever concerning any tax consequences related to this sale, and to the fullest extent permitted by law, Seller agrees to hold harmless, release, indemnify and defend Buyer from any claims, liabilities, damages, penalties, legal actions or losses arising from or related to any such consequences.

II

CONDITIONS TO CLOSING; ACTIONS PENDING CLOSING

2.1 At the Closing (as defined below), Seller shall convey to Buyer marketable fee simple title to the Property, by duly executed and acknowledged grant deed (the "Grant Deed"). Evidence of delivery of marketable fee simple title shall be the issuance of a CLTA Standard Coverage Policy of Title Insurance (1973) (the "Owner's Policy"), at the parties' shared cost and expense, in the full amount of the Purchase Price by Stewart Title Company (the "Title Company"), insuring fee simple title to the Property in Buyer, subject only to the exceptions set forth in the report of title. Buyer, for Buyer's benefit and at Buyer's election, may elect to require Title Insurer to provide an ALTA policy of title insurance. Any additional costs associated with such ALTA policy beyond the cost of the Owner's Policy shall be born solely by Buyer. Seller shall cause all monetary liens and mortgages recorded against the Property to be removed as a lien against the Property as of the Closing Date. In addition to the conditions precedent (the "Conditions Precedent") set forth in this Section 2.1, the Closing and Buyer's obligation to perform hereunder are conditioned upon the fulfillment of each and all of the following, any of which Buyer may waive in whole or in part:

2.1.1. Buyer is in receipt of the Preliminary Title Report , has reviewed and hereby approves of same.

2.1.2. Performance by Seller of all of its obligations hereunder and the truthfulness of each representation and warranty by Seller contained in this Agreement at the time the same is made and at the Closing Date.

2.1.3. The commitment of and ability to issue by Title Company a CLTA Standard Coverage Policy of Title Insurance (Or ALTA policy as noted above, at Buyer's election), dated as of the Closing Date, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions (the "Owner's Policy").

2.1.4. That no moratorium, statute, regulation, ordinance or federal, state, county or local legislation, or order, judgment, ruling or decree of any governmental agency or of any court is

enacted, adopted, issued, entered or pending which would materially and adversely affect the ability of Seller to convey the Property to Buyer.

2.1.5 Within 30 days from the date of Opening Escrow, Buyer's inspection of the Property that Buyer may reasonably require, and Buyer's review and approval/disapproval or waiver of the results of same.

2.2 Notwithstanding contrary conditions in this Agreement, in the event escrow does not close within sixty (60) days of the last party's execution of this Agreement, or sooner based upon Seller approval, Seller may cancel the sale. To facilitate Seller's option to undertake a tax-free exchange (as specified in Section 2.3 below) and to provide a reasonable amount of time to complete the same, Seller may unilaterally delay the Closing up to and including the sixtieth day of the last party's execution of this Agreement.

2.3 Tax-Free Exchange. If Seller elects at any time before Closing to enter into a tax deferred exchange for the Property, Buyer agrees to cooperate with Seller in connection with such an exchange, including the execution of any documents as may be reasonably necessary to complete such exchange, provided that:

- (a) Buyer shall not be obligated to delay the Close of Escrow in this transaction;
- (b) all additional costs in connection with the exchange shall be borne by Seller;
- (c) Buyer shall not be obligated to execute any document providing for any personal liability that would survive the exchange; and
- (d) Buyer shall not take title to any property other than the Property described in this Agreement.

Except in the event Buyer made a material misrepresentation in this Agreement, to the fullest extent permitted by law, Seller agrees to hold harmless, release, indemnify and defend Buyer from any claims, liabilities, damages, penalties, legal actions or losses arising from or related to the exchange.

III ESCROW INSTRUCTIONS

3.1 Opening of Escrow.

3.1.1 Concurrently with the execution of this Agreement, an escrow (the "Escrow") shall be opened by both parties with Stewart Title Company, Judy Loflin, California, ("Escrow Holder").

3.1.2 The terms and conditions set forth in this Agreement shall constitute both an agreement between the parties hereto and escrow instructions for the Escrow Holder. If the Escrow Holder requires separate or additional escrow instructions, both parties agree to execute promptly and deliver to the Escrow Holder, after request for same from Escrow Holder, such separate or

additional escrow instructions (the “Additional Instructions”). In the event of any conflict or inconsistency between this Agreement and the Additional Instructions, this Agreement shall prevail and govern as the Additional Instructions shall so provide. The Additional Instructions shall not modify or amend the provision of this Agreement unless otherwise expressly set forth by mutual consent of Buyer and Seller. “Opening of Escrow”, as used herein, shall mean the delivery of a fully executed copy, or counterparts, of this Agreement to Escrow Holder and acceptance thereof by Escrow Holder, and escrow shall be deemed opened as of the date of such delivery and acceptance. “Closing”, as used herein, shall mean when the conditions of Section 3.5 below are completed as set forth therein.

3.1.3 Not later than ten (10) business days after the Opening of Escrow, Buyer shall deposit One Thousand and No/100 dollars (\$1,000.00) with the Escrow Holder as a good faith deposit (“Deposit.”) The Deposit shall be applied to the purchase price. The Closing shall be held not later than five (5) calendar days after the Buyer has approved or waived all of Buyer’s Conditions Precedent above (the “Closing Date”). Buyer and Seller may change the Closing Date by joint written notice to Escrow Holder. Escrow Holder is hereby directed to hold the closing on the Closing Date if it has received in a timely manner all the materials required to be delivered into Escrow by Buyer and Seller, and it has received a commitment from the Title Company to insurance title to the Property subject only to the Permitted Exceptions.

3.2 Prior to the Closing Date, Seller shall deposit the Grant Deed with Escrow Holder.

3.3 Prior to the Closing Date, Buyer shall deposit with Escrow Holder funds in accordance with the provisions of Article I above, and the Escrow fee. Other costs not otherwise designated as a particular party’s responsibility shall be paid by Seller and Buyer as per custom in the county in which the Property is located. Buyer and Seller shall each be responsible for their own attorney’s fees. Buyer shall be responsible for the cost of any inspections of the Property.

3.4 Seller and Buyer shall each deposit with Escrow Holder prior to the Closing Date fully executed and acknowledged copies of such instruments and such additional funds as are reasonably required by the Escrow Holder or otherwise required to close the Escrow and consummate the sale and purchase of the Property in accordance with the terms hereof, including, but not limited to, the settlement statement/statement of sources and uses identifying the funds deposited with Escrow Holder and the payee(s) of such funds. Buyer may waive compliance on Seller’s part under any of the items being provided by Seller (except the Grant Deed) by an instrument in writing.

3.5 Closing of Escrow. When Escrow is in the condition to close required by the Agreement, Escrow Holder shall do the following:

3.5.1 Deliver to Buyer the Grant Deed by depositing the same with the County Recorder of the County of Tulare, California, with instructions to record the same. When such Grant Deed has been accepted for recordation and a conformed copy with the recording information is returned to Escrow Holder, Escrow Holder shall mail the same to Buyer along with the Owner’s Policy; and

3.5.2 Deliver to Seller funds in the amount of the Purchase Price, less or plus the net debit or credit to Seller by reason of the prorations and allocation of expenses herein provided.

3.6 Escrow Charges.

3.6.1 Costs and Expenses. The costs and expenses of Escrow upon Close of Escrow will be shared equally (50% each) by Buyer and Seller, including, without limitation, all recording charges, the premium for the Title Policy, the cost of any documentary or other transfer taxes applicable to the sale, and all other standard costs and charges of the Escrow.

3.6.2 Prorations. Escrow Holder shall prorate real estate taxes as of the Closing on the basis of the most recent tax statement for the Property. Prorations shall be as of 12:01 a.m. on the Closing Date on the basis of a 365 day year.

3.7 Miscellaneous Escrow Instructions.

3.7.1 Time is of the essence of these Escrow Instructions and this Purchase Agreement.

3.7.2 All notices or other communications required or permitted hereunder shall be in writing, and may be personally delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Seller:

The O'Sullivan Family Revocable Trust
Thomas O'Sullivan and Deborah O'Sullivan, Trustees
1279 W. Henderson Avenue #340
Porterville, CA 93257

To Buyer:

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

Subject to the right of a party to designate a different address for itself by notice similarly given. Any notice so given by United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail as above provided. Any notice not so given by registered or certified mail shall be deemed given upon receipt of the same by the party to whom the same is given.

3.7.3 Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right of power at any other time or times by any party hereto.

3.8 If the Escrow Holder is not in a position to consummate the Closing on the Closing Date, it shall close as soon thereafter as possible unless earlier terminated pursuant to Section 2.2 of this Agreement.

3.9 Possession of the Property shall be delivered to Buyer upon Closing.

IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the following representations and warranties to and agreements with Buyer, which are true as of the date hereof, which shall be true as of the Closing, which are not intended to replace or limit in any manner any express or implied warranty provided under the applicable law and which, except to the extent they relate to events or circumstances occurring or arising after the Closing, shall survive the Closing. Buyer shall be entitled to rely upon said representations and warranties notwithstanding Buyer's inspections and investigations:

4.1 As of the Closing, to the best knowledge, information and belief of Seller, there shall be no liens, easements, licenses, leases or tenancies of any type on the Property or any portion of the Property.

4.2 To the best knowledge, information and belief of Seller, there are no liens or encumbrances against the Property for work performed or commenced, or material supplied with respect to the Property nor can there be claimed against the Property any such lien.

4.3 This Agreement when executed by Seller, shall have been duly and properly executed, is a valid obligation of Seller and is binding upon Seller in accordance with its terms.

4.4 After the date of this Agreement, Seller shall not undertake any work on the Property which may result in the creation of a mechanic's lien on the Property or any portion of this Property.

4.5 Seller has no knowledge of any adverse geological or soil or environmental condition affecting the Property.

4.6 Subject to the specific representations of Seller being true and correct in all material respects, it is understood and agreed that the Property has been inspected by Buyer, or Buyer's duly authorized agents, that the same is being purchased as a result of such inspection and not in reliance upon any representations, inducements or promises, either oral or written, made by Seller. The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to wear and tear. Seller makes no express or implied warranty with respect to the condition of any of the Property, or any fixtures or personal property. Seller makes no oral or written representation regarding the age or existence of improvements, the size and square footage of the parcel, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines. Only a surveyor can determine the actual boundary lines. If any of these issues are important to Buyer's decision to purchase, then Buyer should investigate the Property independently. Excepting the specific representations of Seller in this Agreement, Buyer acknowledges that it has not relied upon any representation by Seller with respect to the condition of the Property, the status of permits, zoning, or code compliance. Buyer is to satisfy itself concerning these issues.

V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to and agreements with Seller, which are true as of the date hereof, which shall be true as of the Closing, which are not intended to replace or limit in any manner any express or implied warranty provided under the applicable law and which, except to the extent they relate to events or circumstances occurring or arising after the Closing, shall survive the Closing. Seller shall be entitled to rely upon said representations and warranties:

5.1 This Agreement when executed by Buyer, shall have been duly and properly executed, is a valid obligation of Buyer and is binding upon Buyer in accordance with its terms. Buyer has taken all necessary action under California law, Buyer's corporate charter and otherwise to duly authorize the execution of this Agreement and the consummation of Buyer's obligations hereunder.

5.2 Buyer has the necessary funds, ready and available, to pay the Purchase Price and complete Closing under this Agreement in accordance with the specific terms hereof.

VI MISCELLANEOUS PROVISIONS

6.1 Legal Fees. In the event that an action shall be instituted by either party hereto for the enforcement of any of its rights or remedies in or under this Agreement, the party in whose favor judgment shall be rendered therein shall be entitled to recover from the other party all costs and expenses incurred by said prevailing party in said action, including reasonable attorney's fees as fixed by the court therein.

6.2 Representations of Authority. Each party and each individual executing this Agreement on behalf of each party represents and warrants to the other party that the party and each such individual has full power and authority to execute and deliver this Agreement in the manner contemplated hereby and that this Agreement is binding upon the party in accordance with its terms.

6.3 Brokers. Each party represents and warrants to the other party that it has not hired, retained or dealt with any real estate broker, firm or salesman in connection with the transaction contemplated by this Agreement and no such broker, firm, or salesman is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Buyer and Seller each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for a commission or fee on account of this Agreement.

6.4 Entire Agreement. This Agreement contains the entire integrated agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the same respecting such matters. With that regard, Buyer specifically acknowledges that it has not received any promises, representations or assurances from Seller or any of Seller's agents or employees which are not contained herein. No addition or modification of any term or provision hereof shall be effective unless set forth in writing, signed by both Seller and Buyer.

6.5 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent to be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

6.7 Further Assurances. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this agreement, without cost, including (without limitation) the execution and delivery of such documents, and the doing of such acts or things as may be required to satisfy the requirements of the Title Company to issue title insurance in accordance with this Agreement and for Buyer to fully and adequately perform its investigations of the Property. Seller hereby grants to Buyer, its agents and employees, the right and license to go on to the Property for the purpose of performing any activity necessary or appropriate to the satisfaction of the conditions of this Agreement or to Buyer's performance of its duties, obligations and responsibilities hereunder; provided, however, that Seller shall have the right to have one or more of its agents or representatives accompany Buyer, or Buyer's agents and employees, while on the Property.

6.8 Heirs and Assignment. This agreement shall bind and inure to the benefit of the heirs, executors, successors, or assigns of Buyer or any other person or firm that may now be or hereafter an owner of the real property or any part thereof, set forth in Exhibit A of this agreement.

6.9 Venue. The parties agree that this agreement is entered into and to be performed in the County of Tulare, State of California. To the fullest extent permitted by law, the parties hereby waive any rights they might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

THE O'SULLIVAN FAMILY REVOCABLE TRUST

Thomas J. O'Sullivan

By: _____

Date:_____

Deborah L. O’Sullivan

By: _____

Date:_____

APPROVED AS TO FORM:

By:_____

Allan Bailey, Attorney for Seller

BUYER:

CITY OF PORTERVILLE

By: _____

Milt Stowe, Mayor

Date:_____

ATTEST:

By:_____

John Lollis, City Clerk

APPROVED AS TO FORM:

By:_____

Julia M. Lew, City Attorney

EXHIBIT "A"

The Southeast quarter of the Northwest quarter of Section 2, Township 22, Range 27 East, Mount Diablo Base and Meridian, according to the official plat thereof.

EXCEPTING THEREFROM that portion lying northerly and northwesterly of the following described line:

COMMENCING at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 2;

THENCE, North 00° 32' 44" East, along the west line of the Southeast quarter of the Northwest quarter of said Section, 69.6 feet, more or less, to the northwesterly corner of the land described in the Final Order of Condemnation recorded July 21, 1993, Instrument No. 93-050818, Official Records of the County of Tulare, said point also being the **POINT OF BEGINNING**;

THENCE, North 00° 32' 44" East, continuing along said west line, 47.82 feet;

THENCE, North 51° 17' 06" East, 223.75 feet;

THENCE, North 61° 01' 01" East, 220.50 feet;

THENCE, North 58° 07' 49" East, 49.97 feet;

THENCE, North 46° 40' 09" East, 204.30 feet;

THENCE, North 66° 52' 02" East, 111.21 feet;

THENCE, North 50° 36' 12" East, 245.69 feet;

THENCE, North 67° 40' 00" East, 181.27 feet;

THENCE, North 84° 40' 03" East, 63.42 feet;

THENCE, North 86° 45' 38" East, 207.28 feet, to a point in the west line of the East 42 feet of Southeast quarter of the Northwest quarter of said Section 2;

THENCE, North 89° 33' 30" East, 42.00 feet, to a point in the east line of the Southeast quarter of the Northwest quarter of said Section 2.

ALSO EXCEPTING THEREFROM that portion described in the Final Order of Condemnation recorded July 21, 1993, Instrument No. 93-050818, Official Records of the County of Tulare.

ALSO EXCEPTING THEREFROM the following real property conveyed to the City of Porterville as set forth in that certain Grant Deed recorded April 28, 2010 as Document No. 2010-0025920 in the Official Records of the County of Tulare described as follows:

The West 22.00 feet of the East 42 feet, of the Southeast quarter of the Northwest quarter of Section 2, Township 22, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the official plat thereof.

BASIS OF BEARINGS being the east line of the Southeast quarter of the Northwest quarter of Section 2, Township 22, Range 27 East, Mount Diablo Base and Meridian, taken as North 0°26'30" East, as shown on a Record of Survey filed in Volume 31 of Licensed Surveys, at page 38 in the Office of the Tulare County Recorder.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Michael K. Reed
Licensed Land Surveyor

Date: 9/18/2018





CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Request for Approval to Purchase Specialized Equipment - JWC Environmental

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility is requesting approval to purchase specialized equipment parts for the repair of the JWC Environmental screenings washer compactor unit.

The screenings washer compactor unit reduces the volume of material captured by the bar-screens by grinding, washing and compacting the material prior to disposal. The compacting section of the unit has failed after 10 years of continuous service. The unit will be repaired in-house eliminating labor costs while reducing the equipment downtime.

JWC Environmental is the manufacturer and sole source suppliers for all its equipment repair parts. JWC Environmental submitted a quote of \$11,403.78 for the replacement parts which does not include taxes, shipping or a 10% contingency.

Funding for this purchase of replacement parts, shipping, taxes and a ten percent contingency is available from the 2018/2019 Wastewater Operating Fund.

RECOMMENDATION: That City Council:

1. Award the purchase of specialized equipment parts to JWC Environmental for a not to exceed amount of \$14,129.05 which includes taxes, shipping and a ten percent contingency;
2. Direct the Finance Director to initiate a Purchase Order to JWC Environmental for a not to exceed amount of \$14,129.05 which includes taxes, shipping and a ten percent contingency; and
3. Direct the Finance Director to make payment to JWC Environmental upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. JWC Environmental Quote

Appropriated/Funded: JR for MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 6011869
Ron McAllister
Porterville, City of
291 North Main Street
Porterville, CA 93257-3737
US

Quote Number: 47353
Quote Date: 12/12/2018
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO Shipping &
Handling NOT Included
Grinder Serial #: 105078

559782-7501

rmcallister@ci.porterville.ca.us

Project: Porterville WWTP

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
SWA0742-0900-0250-MC	ASSY, SWM ROTOR 250MM STL	1	\$8,720.00	\$8,720.00
A31213-182T	REDUCER ASSY, 29:1 W/GUARDS Paint Epoxy Green	1	\$2,127.14	\$2,127.14
SWC0014-0042-001	GASKET, ACCESS COVER TANK SWM	1	\$24.93	\$24.93
SWC0014-0015	TANK ENDPLATE GASKET RUBBER SWM	1	\$41.90	\$41.90
SWC0014-0013	DRIVE ADAPTER GASKET NEO SWM	1	\$23.10	\$23.10
SWC0014-0026	SEGMENT GASKET C4401 SWM	1	\$66.07	\$66.07
40040-0018	FLANGE GASKET 18in CORK/RUBBER	1	\$72.47	\$72.47
30040-0018	FLANGE GASKET 18in CORK/RUBBER	2	\$17.97	\$35.94



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

TARIFF	Tariff Surcharge	1	\$292.23	\$292.23
	Recently, the US Government, has implemented the following trade restrictions: Section 232, June 1, 2018: Restrictions on steel mill (25%) and aluminum articles (10%). All countries of origin except Argentina, Australia, Brazil, and South Korea. Section 301, July 6, 2018 Restrictions on products from China, 25% The tariff surcharge represents the increased cost of manufacturing our products as a result of the government-imposed trade restrictions.			

Please verify serial number is correct.

Sub Total	\$11,403.78
Tax	
Total	\$11,403.78

Notes:

1. Please fax or mail a purchase order for the total amount and we can process your order.
Please include the following:
Billing Address, Ship to Address, and sales tax exemption certificate.
2. Please reference our quote number on your purchase order.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. Please make note on your PO that Shipping and Handling will be added to the invoice.
7. Call or e-mail with any questions or concerns

--DEVONNAT

Thank-You for your Business!

JWC Environmental Inc

Customer Service



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Authorization of Payment for Emergency Repair of Fire Engine Pump Transmission

SOURCE: Fire

COMMENT: On October 8, 2018, Engine 72 experienced a failure of its fire pump to the extent that the engine could not pump water and was leaking profusely. Realizing the urgency of prompt repair of this front line unit, which is based at the busiest of the City's Fire Stations, Department personnel immediately contacted Burton's Fire, Incorporated, an authorized Rosenbauer shop, to correct the issue and get this unit back available for calls.

Staff requests the ratification of expenses associated with this emergency repair of the fire pump transmission, which was completed in November and totaled \$12,988. Funds are available for the repair through the Department's Equipment Replacement account.

RECOMMENDATION: That the City Council authorize payment of \$12,988.55 to Burton's Fire, Inc. for the emergency repair of Engine 72.

ATTACHMENTS: 1. Burton's Fire, Inc Invoice

Appropriated/Funded: MB

Review By:
Department Director:

Final Approver: John Lollis, City Manager



Burton's Fire, Inc.
1301 Doker Dr., Modesto, CA 95351
PARTS DEPT: 209-846-7400
OFFICE/SHOP: 209-544-3161
FAX: 209-544-1109
WWW.BURTONSFIRE.COM

INVOICE W 77609
Date 11/08/18
Date Open 10/09/18

CITY OF PORTERVILLE
NOV 14 2018

Page: 1 of 2

Sold To : 100-1303

Ship To :

Porterville Fd, City Of
291 N. Main St
555 N Prospect
Porterville Ca 93257

Approved By Rick Land

Written By Jborges		Terms CHG		Time 07:41:44	Customer Po # P1702553		Promised	Phone 559-361-5841		Ship Via None	
Unit # 2101		Plate #	Year	Make		Model Tc019255	Mileage/Hrs 126134/0.0		VIN Az22425		Engine

Qty	Description	List Price	T	Price	Amount
10.00	Check Waterous mechanical seal for leaking, was replaced back in 4-19-18 by different vendor.		N	110.000	1100.00
				SubTotal	1100.00
1.000	FRTINCOMING SHIPPING TO BURTON'S SHOP	0.000	N	102.910	102.91
25.00	GEODIESEL DIESEL FUEL GAL.	5.480	N	4.383	109.58
2.000	WATW37160-6 O-RING 10 X 10-3/8 C	5.200	Y	4.510	9.02
1.000	WAT62476 GASKET DISCHARGE MAN	11.000	Y	9.530	9.53
1.000	WATW 9750-16 SCREW FLAT HEAD SOC 1/2-13 X 1 CL	0.870	Y	0.693	0.69
1.000	WAT72487 SHAFT IMPELLER CG	648.000	Y	561.600	561.60
1.000	WATW 4905-37 KEY SQUARE .313 X 2-	2.310	Y	2.000	2.00
1.000	WATW 4904-23SS KEY SQUARE .250 X 1-	4.890	Y	3.910	3.91
1.000	WAT51954 NUT IMPELLER CG (SI)	94.000	Y	81.470	81.47
1.000	WATW 3504-28SS PIN COTTER 1/8 X 1-3/4 FIRE	0.270	Y	0.231	0.23
1.000	WATK 670 FLINGER RING REPLACEMENT KIT CM	29.230	Y	28.600	28.60
1.000	WATK 675 MECHANICAL SEAL REPLACEMENT KIT CG/CX	436.550	Y	378.340	378.34
1.000	WAT71888-T IMPELLER CX	1613.000	Y	1397.930	1397.93
1.000	WATN 07 NUT BEARING LOCK MSG	5.490	Y	5.370	5.37
2.000	WAT62420 RING WEAR STANDARD CX	60.500	Y	52.430	104.86
				SubTotal	2796.04

REQ# 0018711

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE
SPECIAL ORDERS ARE SUBJECT TO RESTOCKING FEE OF 20%
NO RETURNS ON ELECTRICAL COMPONENTS
Resale# SRKHE 100-536806
Fed-ID# 20-1972133 DUNS# 626635031 CAGE# 1QKX8

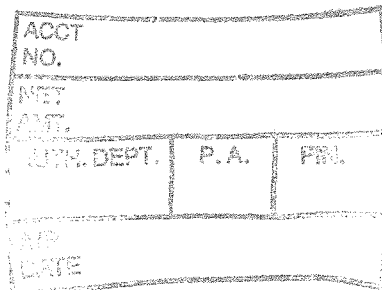
FREIGHT IS NON TAXABLE
MILMILEAGE, LODTRAVEL, AND GEO DIESEL ARE NON TAXABLE

This invoice is due in 30 days. Verify your sales tax.
Thank you for your business. Come back again

Parts..... 2583.55
Labor..... 1540.00
Epa Charge... 75.00
Freight..... 102.91
Diesel..... 109.58
Sub Total 4411.04
Tax..... 213.14

TOTAL Continued

Authorized By _____



TOTAL	4624.18
--------------	----------------

**Burton's Fire, Inc.**

1301 Doker Dr., Modesto, CA 95351
 PARTS DEPT: 209-846-7400
 OFFICE/SHOP: 209-544-3161
 FAX: 209-544-1109
 WWW.BURTONSFIRE.COM

INVOICE

W 77675

Date

11/08/18

Date Open

11/08/18

Page: 1 of 2

CITY OF PORTERVILLE
 NOV 16 2018
 ACCOUNTS PAYABLE

Sold To : 100-1303**Ship To :**

Porterville Fd, City Of
 291 N. Main St
 555 N Prospect
 Porterville Ca 93257

Approved By Rick Land

Written By Jborges		Terms CHG		Time 07:43:55		Customer Po # P1702553		Promised		Phone 609-2542		Ship Via None			
Unit # 2101		Plate #		Year		Make		Model Tc019255		Mileage/Hrs 0/0.0		VIN Az22425		Engine	

Qty	Description	List Price	T	Price	Amount
3.000	Perform 3 Hour pump test after pump repairs have been made		N	110.000	330.00
				SubTotal	330.00
3.000	Deck gun valves leaks water		N	110.000	330.00
1.000	AKR89070001 3"- 3 1/2" BALL VALVE KIT	206.040	Y	173.890	173.89
				SubTotal	503.89
1.750	Discharge #2 leaks water		N	110.000	192.50
1.000	AKR89060001 VALVE KIT 2.5 SWING	143.250	Y	120.890	120.89
				SubTotal	313.39
.2500	DS 2-1/2" inlet drain leaks		N	110.000	27.50
2.000	ELK57341000 O RING AS-568-115 .674 X.103	4.000	Y	2.857	5.71
				SubTotal	33.21
3.000	Rebuild tank to pump valve. leaking		N	110.000	330.00
1.000	AKR89070001 3"- 3 1/2" BALL VALVE	0.000	Y	173.890	173.89
				SubTotal	503.89
3.000	Rebuild tank fill valve,leaking		N	110.000	330.00
1.000	AKR89040001 VALVE KIT 1.5 SWING	111.850	Y	94.390	94.39
				SubTotal	424.39
VC9# 0018705					

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE
 SPECIAL ORDERS ARE SUBJECT TO RESTOCKING FEE OF 20%
 NO RETURNS ON ELECTRICAL COMPONENTS
 Resale# SRKHE 100-536806
 Fed-ID# 20-1972133 DUNS# 626635031 CAGE# 1QKX8

FREIGHT IS NON TAXABLE
 MILMILEAGE, LODTRAVEL, AND GEO DIESEL ARE NON TAXABLE

This invoice is due in 30 days. Verify your sales tax.
 Thank you for your business. Come back again

Parts..... 667.50
 Labor..... 2667.50
 Epa Charge... 75.00

Sub Total 3410.00
 Tax..... 55.07

Authorized By _____

TOTAL Continued



Burton's Fire, Inc.
1301 Doker Dr., Modesto, CA 95351
PARTS DEPT: 209-846-7400
OFFICE/SHOP: 209-544-3161
FAX: 209-544-1109
WWW.BURTONSFIRE.COM

INVOICE W 77675
Date 11/08/18
Date Open 11/08/18

Page: 2 of 2

Sold To : 100-1303

Ship To :

Porterville Fd, City Of
291 N. Main St
555 N Prospect
Porterville Ca 93257

Approved By Rick Land

Written By Jborges		Terms CHG		Time 07:43:57	Customer Po # P1702553		Promised		Phone 609-2542		Ship Via None	
Unit # 2101		Plate #	Year	Make		Model Tc019255	Mileage/Hrs 0/0.0		VIN Az22425			Engine

Qty	Description	List Price	T	Price	Amount
	NOTE-DS MIV leaking, PS MIV bleeder leaking, LDH leaking			110.000	
.2500	Replace P-Pnl master guage Only will read 200 PSI		N	110.000	27.50
1.000	CLA91583953 GAUGE 4.5 30X600 BOW	123.420	Y	98.730	98.73
				SubTotal	126.23
10.00	Checking pump shaft and cooling ghalnds for been plugged		N	110.000	1100.00
				SubTotal	1100.00

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE
SPECIAL ORDERS ARE SUBJECT TO RESTOCKING FEE OF 20%
NO RETURNS ON ELECTRICAL COMPONENTS
Resale# SRKHE 100-536806
Fed-ID# 20-1972133 DUNS# 626635031 CAGE# 1QKX8

FREIGHT IS NON TAXABLE
MILMILEAGE, LODTRAVEL, AND GEO DIESEL ARE NON TAXABLE

This invoice is due in 30 days. Verify your sales tax.
Thank you for your business. Come back again

Parts..... 667.50
Labor..... 2667.50
Epa Charge... 75.00

Sub Total 3410.00
Tax..... 55.07

Authorized By _____

TOTAL 3465.07



1301 DOKER DR.

MODESTO, CALIFORNIA 95351

(209) 544-3161

www.burtonsfire.com

PUMP TEST RESULTS

Date: 11/6/2018

MAIL TO:

Work Order: 77675

PORTERVILLE FD, CITY OF
291 N. MAIN ST
555 N PROSPECT
PORTERVILLE CA 93257

Manufacture Name: CENTRAL
Manufacture's Model: 1250 GPM PUMPER
Engine: Make 0 Model: 0 BHP: 0
Pump: Make WATEROUS Model: CSV Torque: 0
Gear Ratio: Engine to Pump: 0 150 PSI 200 PSI
Transmission Gear Used: 0 150 PSI 4 200 PSI 4

Test Requirements: 1260 GPM at 150 PSI NET Pump Pressure
889 GPM at 200 PSI NET Pump Pressure
630 GPM at 250 PSI NET Pump Pressure
Governed Rpm: 2425

Ref#: E 72 Lic#: 1076618
AT:
AT:
250 PSI
250 PSI 4

Suction Hose: 1 TO 6 " X 20 FT LONG

FIRST TEST

Layout 3-2 1/2 Inch Nozzle 2 1/4 Discharge 50" Inch Long

TIME	VAC	RPM	LIFT FT.	PUMP PRESSURE		PITOT
				APAR GAUGE	TEST GAUGE	
8:50	12.50	1650	10	150	150	70
9:05	12.50	1650	10	150	150	70
9:20	12.50	1650	10	150	150	70
9:35	12.50	1650	10	150	150	70
9:50	12.50	1650	10	150	150	70
10:05	12.50	1650	10	150	150	70
10:20	12.50	1650	10	150	150	70
10:35	12.50	1650	10	150	150	70
10:50	12.50	1650	10	150	150	70

Water Temp 175 ° Oil 45 PSI

SECOND TEST

Layout 2-2 1/2 Inch Nozzle 2 Discharge 50" Inch Long

TIME	VAC	RPM	LIFT FT.	PUMP PRESSURE		PITOT
				APAR GAUGE	TEST GAUGE	
10:55	11.50	1789	10	200	200	56
11:10	11.50	1789	10	200	200	56
11:25	11.50	1789	10	200	200	56

Water Temp 180 ° Pressure 45 PSI

THIRD TEST

Layout 2-2 1/2 Inch Nozzle 1 3/4 Discharge 50" Inch Long

TIME	VAC	RPM	LIFT FT.	PUMP PRESSURE		PITOT
				APAR GAUGE	TEST GAUGE	
11:30	8.50	1975	10	250	250	48
11:45	8.50	1975	10	250	250	48
12:00	8.50	1975	10	250	250	48

Water Temp 190 ° Oil 45 PSI

	At start of test	At end of test
Atmospheric Pressure	29.99	29.98
Air Temperature	60.00	68.00
Water Temperature	74.00	83.00
Elevation of test site	88.00	88.00
Lift in Feet	10.00	10.00

FINAL RESULTS

	150 PSI		200 PSI		250 PSI	
DURATION	120	Min	30	Min	30	Min
Average Nozzle Pressure	70		56		48	
Correction						
Correction Pressure						
Gallons Per Minute	1260		889		630	
Displacement						
Displacement (Nominal)						
Slip Percent						
Pump Stg. (Par-Ser)	PAR		PAR		PAR	
Average Pump Pressure	150		200		250	
Gauge Correction						
Suction Pressure						
Net Pump Pressure						
R.P.M. Engine	1650		1789		1975	
R.P.M. Pump						

Test Gauge Reading
See NFPA 19

Excess Power Test:

1260.00 gpm at 165.00 PSI NET Pump Pressure
Speed Engine 1678.00 RPM Pump 165.00 PSI
Time 5.00 MIN. Vacuum 14.00
PITOT 70.00 TIP 2.25 INCH

PUMP MANUFACTURER'S PRESSURE TEST

IMPELLER CHAMBER AND DISCHARGE CONTENTION

Suction Chamber psi for MINUTES
psi for MINUTES

Governed engine speed Actual Max enging speed

Verify operation of pump shift indicator

Verify operation of pump engine control interlock at

pump operator's panel

Max vacuum attained 22.50 Vacuum drop in 5 minutes 7.50

Time to prime pump, seconds 19.00

Pressure control device test:

Rise while pumping capacity at 150 PSI 20.00

Rise while pumping capacity at 90 PSI 20.00

Rise while pumping 50 percent capacity at 250 PSI 20.00

Intake relieve valve test results

Tank to pump water flow test (gpm) (L/min)

Group accuracy Flowmeter accuracy

Kenneth A. Burton

The Above Is A Correct Record Of These Test Results
Signature and Title of Tester



Burton's Fire, Inc.
1301 Doker Dr., Modesto, CA 95351
PARTS DEPT: 209-846-7400
OFFICE/SHOP: 209-544-3161
FAX: 209-544-1109
WWW.BURTONSFIRE.COM

INVOICE W 77674
Date 11/08/18
Date Open 11/08/18

Page: 2 of 2

Sold To : 100-1303

Ship To :

Porterville Fd, City Of
291 N. Main St
555 N Prospect
Porterville Ca 93257

Approved By Rick Land

Written By Jborges		Terms CHG		Time 07:34:51	Customer Po # P1702553		Promised		Phone 609-2542		Ship Via None	
Unit # 2101		Plate #	Year	Make		Model Tc019255	Mileage/Hrs 0/0.0		VIN Az22425			Engine

Qty	Description	List Price	T	Price	Amount
1.000	WAT51777 BEARING SLEEVE Y	13.500	Y	11.710	11.71
1.000	WAT72969 UPDATED SHIFT COLLAR	860.000	Y	745.330	745.33
1.000	WAT82664 SPROCKET DRIVE 59T Y	1155.000	Y	1001.000	1001.00
				SubTotal	4558.94

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE
SPECIAL ORDERS ARE SUBJECT TO RESTOCKING FEE OF 20%
NO RETURNS ON ELECTRICAL COMPONENTS
Resale# SRKHE 100-536806
Fed-ID# 20-1972133 DUNS# 626635031 CAGE# 1QKX8

FREIGHT IS NON TAXABLE
MILMILEAGE, LODTRAVEL, AND GEO DIESEL ARE NON TAXABLE

This invoice is due in 30 days. Verify your sales tax.
Thank you for your business. Come back again

Parts..... 3458.94
Labor..... 1100.00
Epa Charge... 55.00

Sub Total 4613.94
Tax..... 285.36

Authorized By _____

TOTAL 4899.30

**Burton's Fire, Inc.**

1301 Doker Dr., Modesto, CA 95351

PARTS DEPT: 209-846-7400

OFFICE/SHOP: 209-544-3161

FAX: 209-544-1109

WWW.BURTONSFIRE.COM

INVOICE

W 77674

Date

11/08/18

Date Open

11/08/18

CITY OF PORTERVILLE

NOV 14 2018

Page: 1 of 2

ACCOUNTS PAYABLE

Sold To : 100-1303**Ship To :**

Porterville Fd, City Of

291 N. Main St

555 N Prospect

Porterville

Ca

93257

Approved By Rick Land

Written By Jborges		Terms CHG		Time 07:34:49	Customer Po # P1702553		Promised		Phone 609-2542		Ship Via None	
Unit # 2101		Plate #	Year	Make		Model Tc019255	Mileage/Hrs 0/0.0		VIN Az22425			Engine

Qty	Description	List Price	T	Price	Amount
10.00	Rebuild pump transmsion install new bearing and seals		N	110.000	1100.00
1.000	WATW 3926-250 OIL SEAL 1-5/8 X 2-1/2 MSGC	20.370	Y	19.930	19.93
1.000	WATW16307 BEARING BALL SINGLE	49.500	Y	42.900	42.90
1.000	WATW 07 WASHER BEARING LOCK	1.730	Y	1.387	1.39
1.000	WAT62049 PIN PIVOT 5/8X2-3/4	11.380	Y	9.107	9.11
1.000	WAT62557 ARM LOCKING MSGC	64.000	Y	55.470	55.47
1.000	WAT51639 SHOE SHIFTER CM (SI)	32.510	Y	28.170	28.17
2.000	WATW15307 BEARING BALL DOUBLE ROW KGC	198.000	Y	171.600	343.20
1.000	WAT52635 SLEEVE BEARING Y	7.600	Y	6.590	6.59
1.000	WATK 547-1 GASKET & SHIM KIT Y	162.500	Y	130.000	130.00
1.000	WATK 1102 KIT SHIFT FORK CONVE	276.000	Y	239.200	239.20
1.000	WATK 861 SLEEVE BEARING REPLA	57.130	Y	55.040	55.04
1.000	WATW16306 BEARING BALL SINGLE	44.000	Y	38.130	38.13
2.000	WATV2002 BEARING NEEDLE YB	78.000	Y	67.600	135.20
1.000	WAT52088 SLEEVE OIL SEAL Y	114.000	Y	98.800	98.80
3.000	WATW16212 BEARING BALL SINGLE	177.620	Y	153.930	461.79
1.000	WATW 3944-350 OIL SEAL 2 3/4 X 3-1	17.000	Y	14.310	14.31
1.000	WATW 3956-438 OIL SEAL 3-1/2 X 4-3	22.140	Y	21.670	21.67

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE

SPECIAL ORDERS ARE SUBJECT TO RESTOCKING FEE OF 20%

NO RETURNS ON ELECTRICAL COMPONENTS

Resale# SRKHE 100-536806

Fed-ID# 20-1972133 DUNS# 626635031 CAGE# 1QKX8

Parts..... 3458.94

Labor..... 1100.00

Epa Charge... 55.00

FREIGHT IS NON TAXABLE

MILMILEAGE, LODTRAVEL, AND GEO DIESEL ARE NON TAXABLE

This invoice is due in 30 days. Verify your sales tax.

Thank you for your business. Come back again

Sub Total 4613.94

Tax..... 285.36

TOTAL**Continued**

Authorized By _____

ACCT NO.		
NET AMT.		
PARTS DEPT.	P.A.	PRG.
DATE		



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Authorization to Award Contract - 155, 165 and 185 North D Street Asbestos and other Hazardous Materials Abatement Project

SOURCE: Public Works

COMMENT: On November 29, 2018, staff received five (5) bids for the Asbestos and other Hazardous Materials Abatement Project at 155, 165, and 185 North D Street. This project is the first step in remodeling the City owned facility for the future animal shelter and includes; abatement of existing asbestos materials, mercury lighting, other components requiring specific abatement protocol mandated by state regulations, and demolition of certain aspects of the structure that limit the demolition required during the final construction phase.

The bids are as follows:

Contractor	Amount
1. Cencal Services, Inc. Fresno, CA	\$99,000
2. PARC Environmental Fresno, CA	\$129,727
3. Central Valley Environmental Fresno, CA	\$137,264
4. Bowen Engineering & Environmental Fresno, CA	\$172,000
5. A.S.I., Inc Bakersfield, CA	\$217,000

Staff has found the low bidder acceptable. The Engineer's estimate of probable cost for this project is \$195,867. The lowest responsive bid is \$99,000 which is 49.45% below the Engineer's estimate. An additional \$9,900 is necessary for construction contingency.. It is anticipated that an additional \$30,670 is required for construction management, quality control, and inspection services for a total project cost of \$139,570. A portion of the construction management and all of the quality control and inspection services will be conducted by our consultant, Air Quality Compliance Solutions.

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

RECOMMENDATION: That City Council:

1. Award the 155,165, and 185 North D Street Asbestos and Other Hazardous Material Abatement Project to Cencal Services, Inc in the amount of \$99,000;
2. Authorize progress payments up to 95% of the contract amount;
3. Authorize a \$9,900 construction contingency to cover unforeseen construction costs; and
4. Authorize \$30,670 for construction management, quality control, and inspections.

ATTACHMENTS: 1. Animal Shelter Locator Map

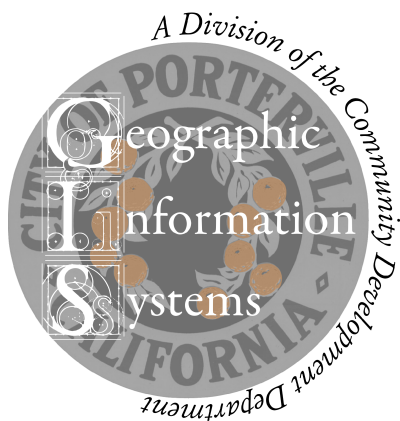
Appropriated/Funded: JR for MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



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



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Authorization to Award Contract - Rails-to-Trails Corridor Lighted Crosswalks Project

SOURCE: Public Works

COMMENT: On December 6, 2018, staff received two (2) bids for the Rails-to-Trails Corridor Lighted Crosswalk Project. The project consists of the installation of three (3) high visibility crosswalk light systems utilizing ultra-bright LED bi-directional canister lights in pavement, push button actuators, and flashing LED pedestrian crossing signs. Additional signage and pavement markings will be installed at sites of crosswalks along with bush-button controls on either side of the street.

The Engineer's Estimate of Probable Cost for the project was \$225,000.00. The low bid presented by PTM General Engineering Services of Riverside is \$224,042, which is slightly less than the Engineer's Estimate. An additional \$22,404 is required for construction contingency (10%). It is anticipated that an additional \$20,000 is required for construction management, construction surveying, quality control, and inspection (8.9%). The total estimated cost for the project is \$266,446.

The bids are as follows:

Contractor	Amount
1. PTM General Engineering Services Riverside, CA	\$224,042
2. California Professional Engineering La Puente, CA	\$230,850

This project is partially funded by the Active Transportation Program (ATP) grant in the amount of \$107,000. An additional \$20,000 is funded through the Measure R Program Supplement Agreement. Local Transportation Funds in the amount of \$140,500 were previously approved by Council on October 16, 2018, making this a fully funded project.

RECOMMENDATION: That City Council:
1. Award the Olive Avenue Corridor Lighted Crosswalks Project to PTM General Engineering Services of Riverside in the amount

of \$224,042;

2. Authorize a 10% contingency to cover unforeseen construction costs;

3. Authorize 8.9% (\$20,000) for construction management, quality control, and inspection; and

4. Authorize progress payments up to 100% of the contract amount.

ATTACHMENTS:

1. Locator Maps

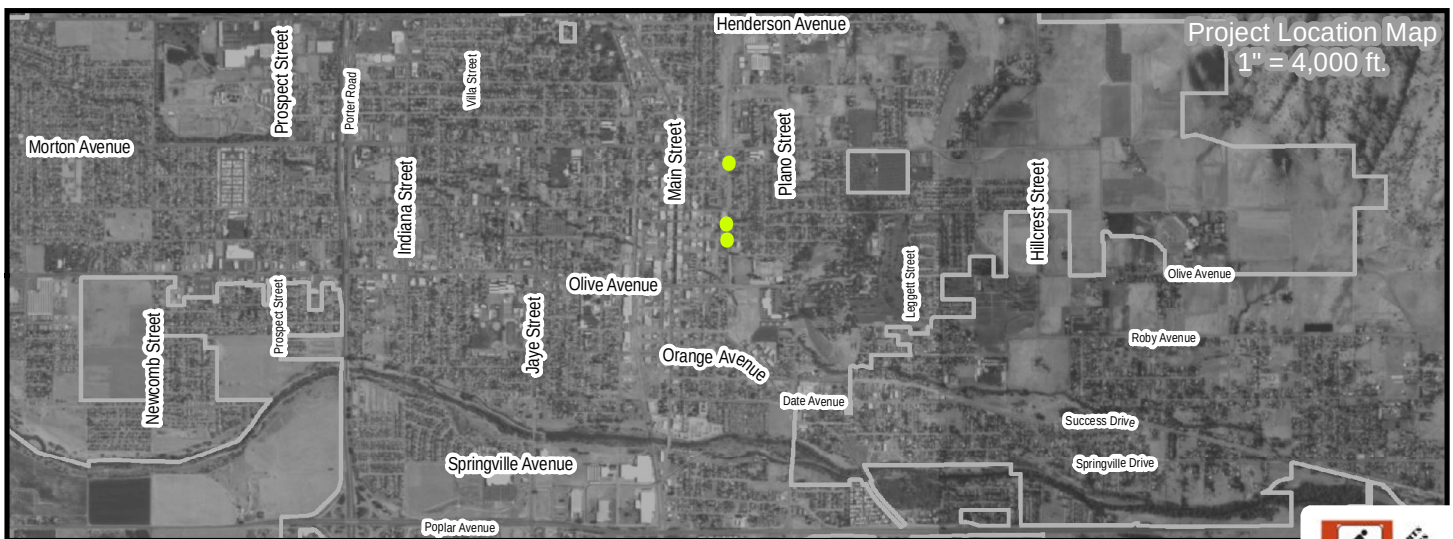
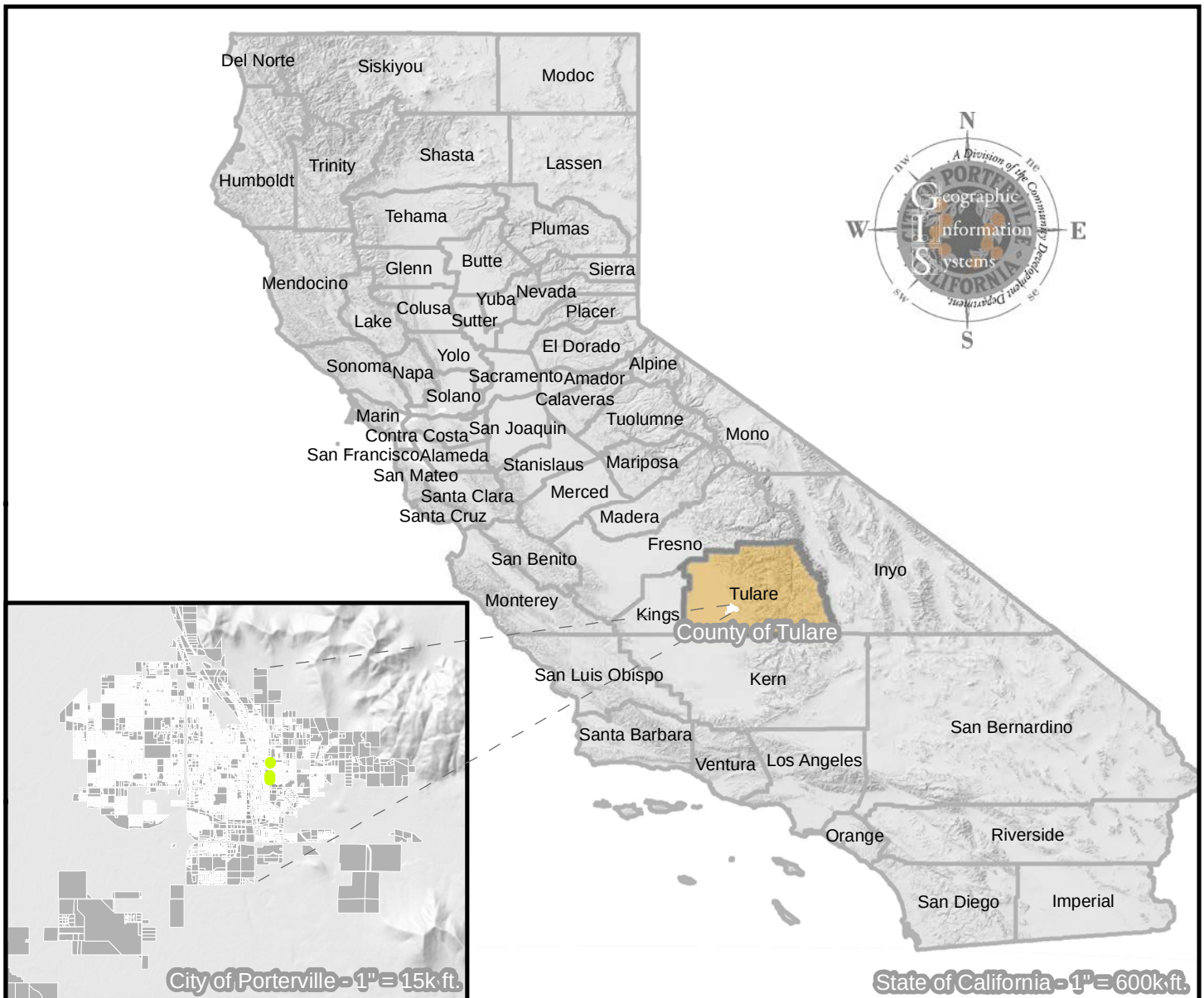
Appropriated/Funded: JR for MB

Review By:

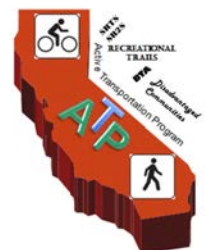
Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



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



Rails to Trails @ Oak Street



Rails to Trails @ Harrison Street



Rails to Trails @ Mill Street





CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Authorization to Award Contract - Olive Avenue Corridor Lighted Crosswalks Project

SOURCE: Public Works

COMMENT: On December 6, 2018, staff received two (2) bids for the Olive Avenue Corridor Lighted Crosswalk Project. The project consists of the installation of six (6) high visibility crosswalk light systems utilizing ultra-bright LED bi-directional canister lights in pavement, push button actuators, and flashing LED pedestrian crossing signs. Additional signage and pavement markings will be installed at sites of crosswalks along with bush-button controls on either side of the street.

The Engineer's Estimate of Probable Cost for the project was \$440,000.00. The low bid presented by California Professional Engineering of La Puente is \$481,000, which is 9.3% more than the Engineer's Estimate. An additional \$48,100 is required for construction contingency (10%). It is anticipated that an additional \$30,000 is required for construction management, construction surveying, quality control, and inspection (6.2%). The total estimated cost for the project is \$559,100.

The bids are as follows:

Contractor	Amount
1. California Professional Engineering La Puente, CA	\$481,000
2. PTM General Engineering Services Riverside, CA	\$515,015

This project is partially funded by the Active Transportation Program (ATP) grant in the amount of \$307,000. An additional \$53,000 is funded through the Measure R Program Supplement Agreement. Local Transportation Funds in the amount of \$154,000 were previously approved by Council on October 16, 2018. This leaves a shortfall in the amount of \$45,100 which is available in the Local Transportation Funds.

RECOMMENDATION: That City Council:
1. Award the Olive Avenue Corridor Lighted Crosswalks Project to California Professional Engineering in the amount of

\$481,000;

2. Authorize progress payments up to 100% of the contract amount;

3. Authorize a 10% contingency to cover unforeseen construction costs;

4. Authorize 6.2% (\$30,000) for construction management, quality control, and inspection; and

5. Authorize the Finance Director to appropriate the additional Local Transportation Funds in the amount of \$45,100 to fully fund the project.

ATTACHMENTS:

1. Locator Maps

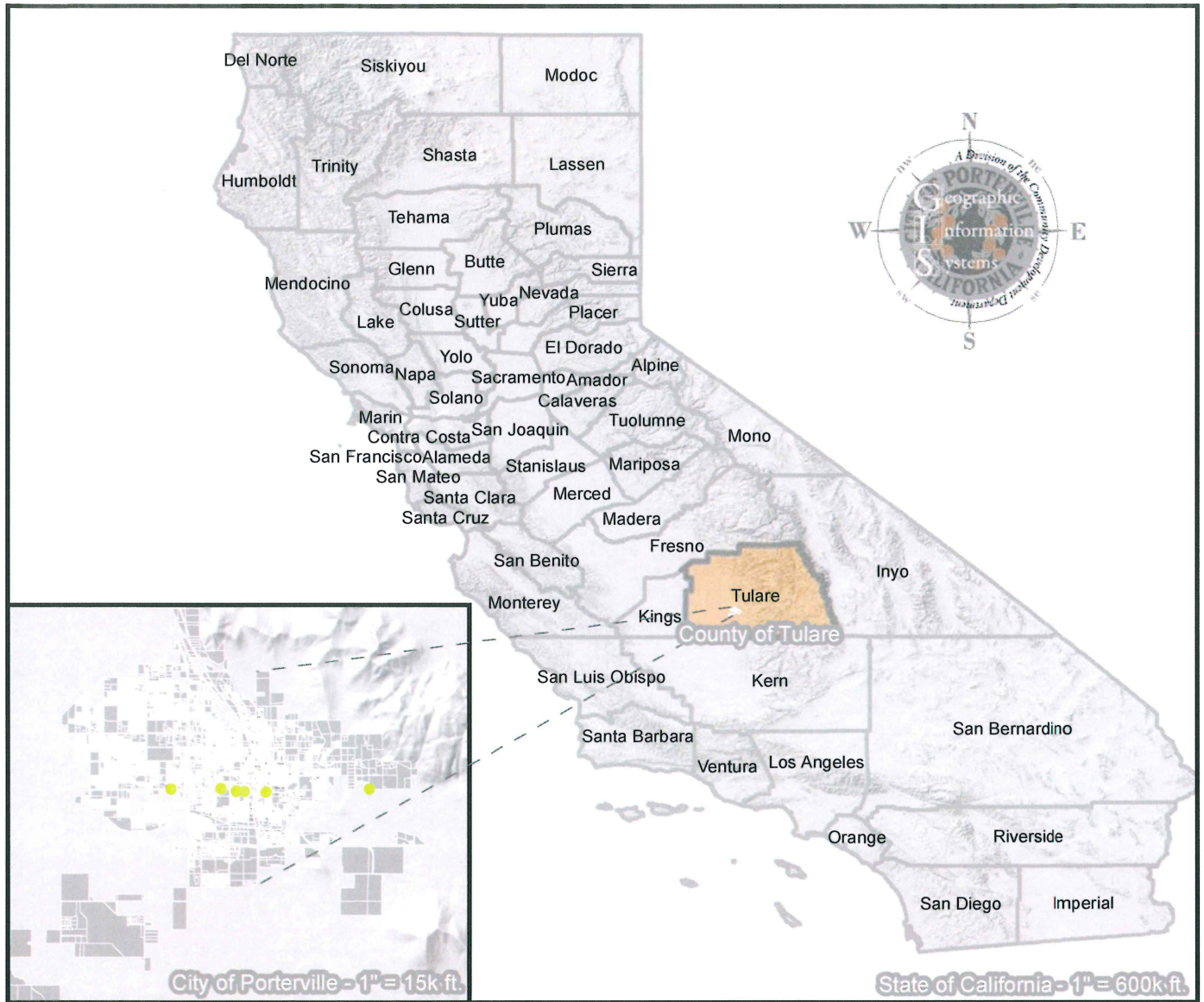
Appropriated/Funded: JR for MB

Review By:

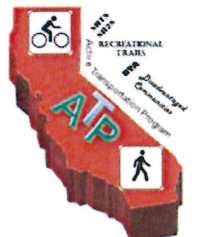
Department Director:

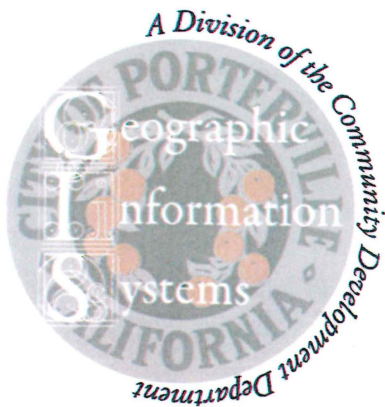
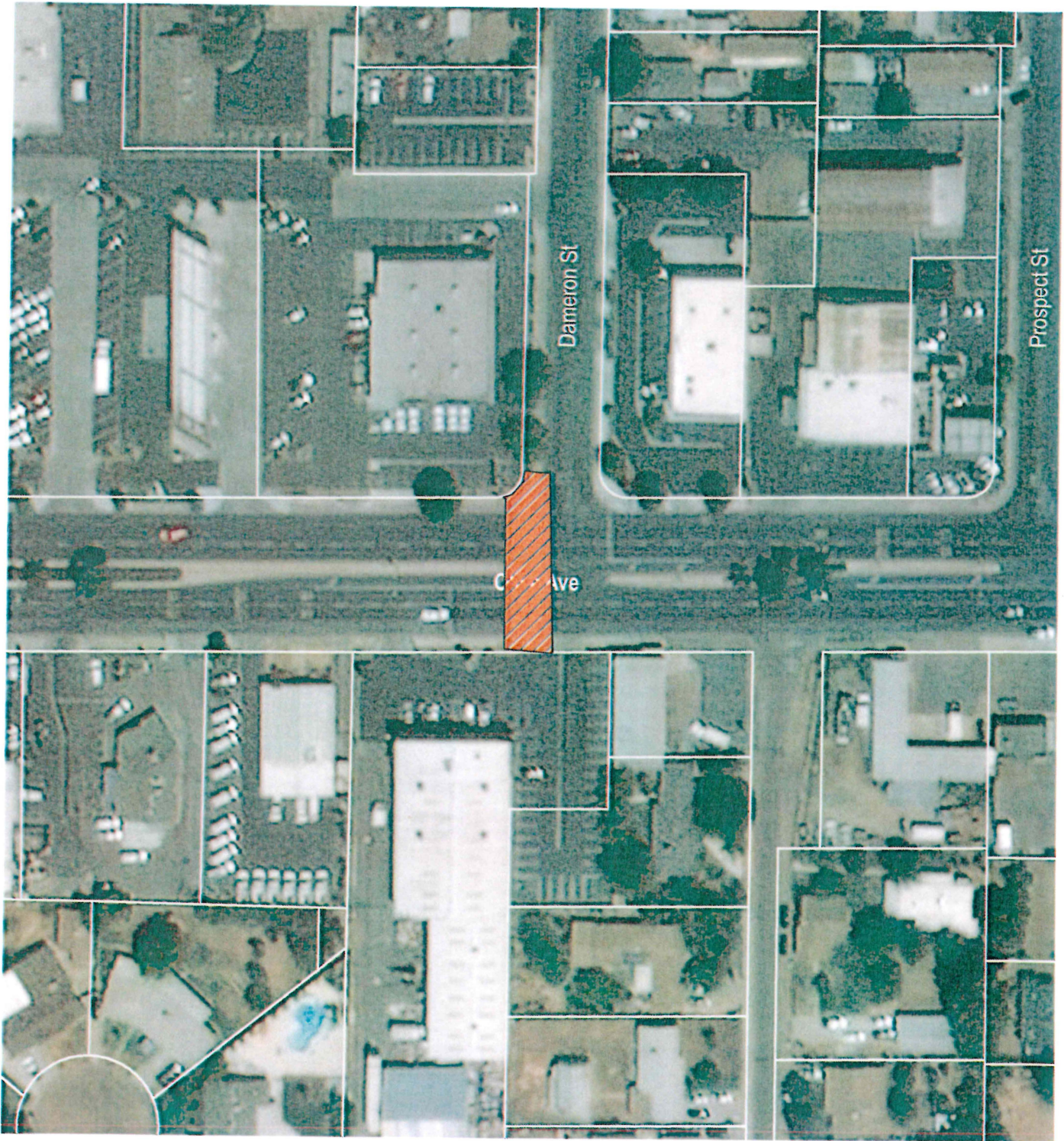
Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

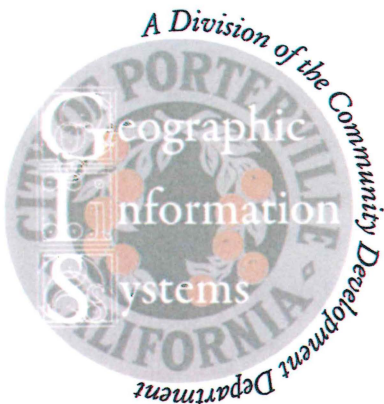


State of California ATP Grant Application
 Cal-Trans District #6, Tulare County, City of Porterville
 Lighted Crosswalk Project - Group B

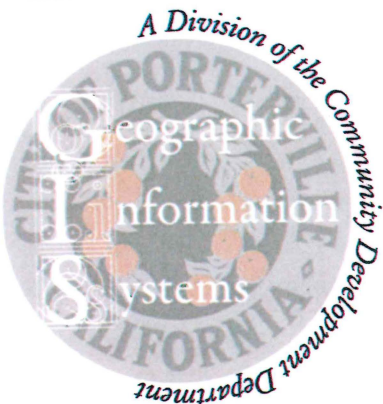




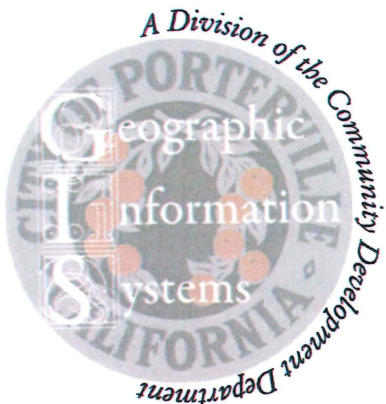
ATP Lighted Crosswalk Projects Location 1: Olive @ Dameron St Project Locator Map



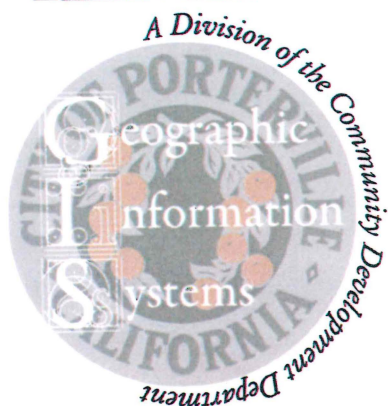
ATP Lighted Crosswalk Projects
Location 2: Olive @ Carmelita St
Project Locator Map



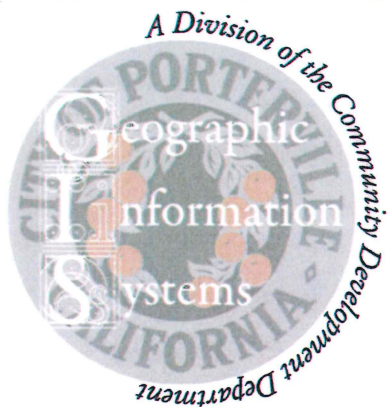
ATP Lighted Crosswalk Projects
Location 3: Olive @ H St
Project Locator Map



ATP Lighted Crosswalk Projects
Location 4: Olive @ F St
Project Locator Map



ATP Lighted Crosswalk Projects Location 5: Olive @ 3rd/ B St Project Locator Map



ATP Lighted Crosswalk Projects Location 6: Olive @ Holcomb St Project Locator Map



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Lighted Crosswalks Project Bid Results

SOURCE: Public Works

COMMENT: On December 6, 2018, staff received one (1) bid for the City's Lighted Crosswalk Project. The project consists of the installation of three (3) high visibility crosswalk light systems utilizing ultra-bright LED bi-directional canister lights in pavement, push button actuators, and flashing LED pedestrian crossing signs. Additional signage and pavement markings will be installed at sites of crosswalks along with bush-button controls on either side of the street. Two (2) are located on Morton Avenue that will service Porterville Unified School District (PUSD), beneficial to Belleview Elementary School and Barlett Middle School. The third location is on Westwood Street and will service Burton School District (BSD), beneficial to Jim Maples Academy.

The Engineer's Estimate of Probable Cost for the project was \$245,000.00. The only bid received was from PTM General Engineering Services of Riverside in the amount of \$372,027, which is 51.84% higher than the Engineer's Estimate. In addition to the higher than anticipated amount, there was also a problem with the bid documents; the line item totals tallied correctly and the sum of them equated to \$372,027 but the number listed on the bid was \$327,027. Staff believes that, because of this error and the higher than expected bid amount, it is in the best interest of the City to reject the bid and advertise for new bids.

RECOMMENDATION: That City Council:
1. Reject all bids; and
2. Authorize staff to re-advertise for bids on the project.

ATTACHMENTS: 1. Lighted Crosswalk Locator Maps

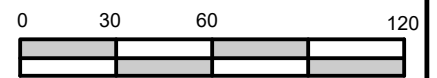
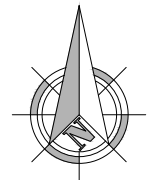
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



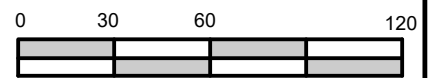
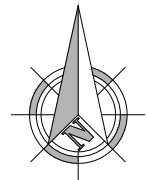
SCALE: 1"=60'

CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

LIGHTED CROSSWALK
LOCATED AT THE INTERSECTION OF
WESTWOOD ST AND PUTNAM AVE

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 60'
DATE	11/1/2018

SHEET
1
OF
4



SCALE: 1"=60'

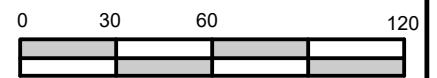
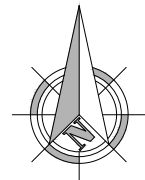
CITY OF PORTERVILLE
ENGINEERING DIVISION

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

LIGHTED CROSSWALK
LOCATED AT THE INTERSECTION OF
W MORTON AVE AND N KESSING ST

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 60'
DATE	11/1/2018

SHEET
2
OF
4



SCALE: 1"=60'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

LIGHTED CROSSWALK
LOCATED AT THE INTERSECTION OF W
MORTON AVE AND N EL GRANITO ST

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 60'
DATE	11/1/2018

SHEET
3
OF
4



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Approval of Measure R Program Supplement to Cooperative Agreement - Design of Pedestrian Trail from Olive Avenue to Putnam Avenue

SOURCE: Public Works

COMMENT: The Tulare County Association of Governments (TCAG), acting as the Local Transportation Authority ("Authority") is requesting that the City of Porterville approve and submit a Supplemental Agreement for the design of the Pedestrian Trail from Olive Avenue to Putnam Avenue immediately west of the future animal shelter. Inclusive of this scope is the implementation of a dog park. Staff has negotiated the design of this project for a price of \$225,000.

A locator map identifying the project limits for this project is attached. The "Authority" requires the processing of a Supplemental Agreement for the purpose of reimbursing 100% of the design costs for this project. In addition to the Supplemental Agreement, a Resolution and Exhibit 'A' must be received by the "Authority" before the City can seek reimbursement. Exhibit 'A' provides the project title, project scope, and estimate of probable cost for this project.

RECOMMENDATION: That City Council:

1. Approve the attached Resolution in support of the Program Supplement to the Cooperative Agreement;
2. Authorize the Mayor and City Clerk to execute the Program Supplement; and
3. Authorize staff to forward the executed Program Supplement to TCAG for approval.

ATTACHMENTS:

1. Exhibit A
2. Supplemental Agreement
3. Resolution
4. Locator Map

Appropriated/Funded: JR for MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

EXHIBIT "A"

Pedestrian Trail from Olive Avenue to Putnam Avenue Project

Project Scope

Preparation of plans and specifications for a pedestrian trail from Olive Avenue to Putnam Avenue including the implementation of a dog park.

Project Costs

Pedestrian Trail – Olive Avenue to Putnam Avenue	Engineer's Estimate
Preparation Plans & Specifications	\$225,000.00
Total Estimated Costs	\$225,000.00
Current Funding Sources	
Measure 'R' Preliminary Engineering	\$225,000.00
Total Funding Available	\$225,000.00

Project Schedule

Pedestrian Trail – Olive Avenue to Putnam Avenue	Date
Environmental (PA/ED) complete	04/30/2019
Design (PS&E) complete	10/30/2019
Authorization to Advertise Project	01/21/2020
Award Construction Project	03/03/2020
Begin Construction	05/04/2020
End Construction	11/30/2020

MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **December 12, 2018**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2018, approved by the Sponsor on December 12, 2018,(see copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

- 1.1. SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

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

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

CITY OF PORTERVILLE

By: _____
Authority Director

By: _____
Martha Flores, Mayor

Attest:

By: _____
John D. Lollis, City Clerk

RESOLUTION NO. _____ - 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
PEDESTRIAN TRAIL FROM OLIVE AVE TO PUTNAM AVE PROJECT

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive 100% reimbursement for the design costs (\$225,000) associated with the Pedestrian Trail from Olive Avenue to Putnam Avenue Project, which meets the Measure 'R' guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all design costs incurred in Fiscal Year 2018/2019;

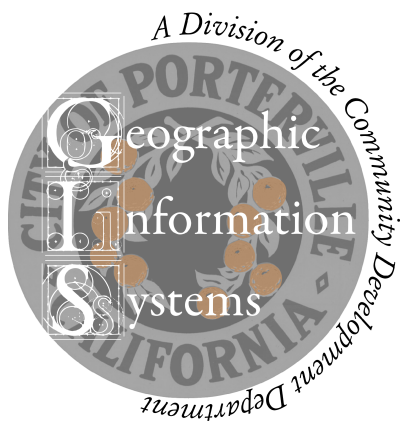
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Pedestrian Trail from Olive Avenue to Putnam Avenue Project and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 18th day of December, 2018.

Martha Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



Pedestrian Trail from
Olive Ave to Putnam Ave
Project Locator Map
1" = 200ft



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Negotiation Agreement By and Between the City of Porterville and the Tule River Indian Tribe

SOURCE: City Attorney

COMMENT: The Tule River Indian Tribe has applied with the Department of the Interior, Bureau of Indian Affairs (BIA) to relocate the Eagle Mountain Casino to a Tribe-owned property located within the City of Porterville. Negotiations between the City and the Tribe will soon commence concerning the preparation of a Memorandum of Understanding (MOU) addressing the impacts of the relocation. The attached Agreement, proposed by the Tribe, sets some procedural ground rules for those negotiations, including the requirement to negotiate in good faith and to maintain confidentiality over proprietary information to the extent permitted by law. Any decision by the City Council to approve an MOU shall be taken during a noticed public meeting in accord with all applicable law.

This Agreement has been reviewed by City staff and the City Attorney's office.

RECOMMENDATION: That the City Council approve the Negotiation Agreement By and Between the City of Porterville and the Tule River Indian Tribe, subject to the Tribe providing the appropriate contact/notice information.

ATTACHMENTS: 1. Negotiation Agreement

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

NEGOTIATION AGREEMENT
By and Between
CITY OF PORTERVILLE
And
TULE RIVER INDIAN TRIBE

THIS NEGOTIATION AGREEMENT ("Agreement") is entered into this ____ day of _____, 2018 ("Effective Date"), by and between the CITY OF PORTERVILLE, a public body (the "City"), and TULE RIVER INDIAN TRIBE, a federally recognized Indian tribe (the "Tribe"), on the terms and provisions set forth below. The City and the Tribe may sometimes be referred to herein individually as "Party" and collectively as "Parties."

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

I. NEGOTIATION

A. Good Faith Negotiations

The City and the Tribe agree for the period set forth below in Section I(B) to negotiate diligently and in good faith to prepare a Memorandum of Understanding ("MOU") to be entered into between the City and the Tribe with respect to actions to mitigate or otherwise reduce the impacts of the relocation of the Eagle Mountain Casino ("Relocation Project") from the Tule River Indian Reservation to the Tribe's land in the City of Porterville.

The City anticipates that following execution of this Agreement, and through the period of negotiation and preparation of the MOU, the City, as well as certain elected officials, consultants, and attorneys for the City, will devote substantial time and effort in reviewing documents, proposals, plans, and meeting with the Tribe, each other, and any necessary third parties. The City acknowledges that the Tribe will also expend substantial time and resources hereunder and the Parties are willing to engage in these activities subject to the terms and conditions set forth in this Agreement.

B. Period of Negotiations

The Negotiation Period shall commence once the City and Tribe have approved and executed this Agreement (the "Effective Date") and will continue for ninety (90) days (the "Negotiation Period"). The Parties agree to negotiate in good faith and conduct due diligence activities during the Negotiation Period and any extension thereof. If an MOU has not yet been executed, upon the termination of the Negotiation Period, this Agreement may be extended for an additional time period as agreed to by the Parties, with the written consent of the Tribe and the City Manager.

II. OBLIGATIONS

A. Obligations of Tribe

During the Negotiation Period, the Tribe shall use its good faith efforts to:

1. Provide a project analysis report from its financial advisor for City review; provided, however, that, pursuant to Sections II(B) and VII hereof, the City understands and acknowledges the proprietary nature of the information contained in the Tribe's project analysis report and agrees, to the extent permitted by law (including but not limited to the Public Records Act (Government Code Section 6250 *et. seq.*)), not to disclose said information contained therein to any person or entity other than representatives of the City or their consultants; and
2. Provide a list of persons (with titles and departments) who have access to Confidential Information.

B. Obligations of City

During the Negotiation Period, the City shall use its good faith efforts to:

1. Negotiate in good faith through its staff and other duly authorized participants, including designated elected officials;
2. Inform City personnel of their obligation under this Agreement to keep the negotiations and all Confidential Information (defined below) confidential and require City personnel to direct all media questions and third party inquiries to the attention of City management. The City agrees that it will be liable for a breach of Section VII (Confidentiality) by City personnel;
3. Provide the Tribe with information and/or documentation supporting its requests for payments under the MOU; and
4. Provide a list of persons (with titles and departments) who have access to Confidential Information.

A limited number of senior City staff/officers, including legal counsel, will be presented with a project analysis report from the Tribe's financial advisor during a private, confidential small group meeting with senior Tribe officials and legal counsel, with the date, time and place of the meeting to be agreed upon. The City team for the meeting will review and examine the project analysis report for a reasonable period of time, ask clarifying questions of the Tribal team, make temporary written notes, and recess, caucus as a team and reconvene the meeting as necessary. The meeting will not be recorded and the project analysis report will be presented in PowerPoint form by the Tribe's financial advisor. The temporary written notes made by the City team members will not be retained in the ordinary course of City business. City team members will be instructed to protect the project analysis report reviewed

and the City will not use the project analysis report (or any information contained therein) for any purpose not related to MOU negotiations.

III. MEMORANDUM OF UNDERSTANDING

The Parties acknowledge and agree that during the negotiations, the Parties shall use their respective good faith efforts to negotiate and enter into an MOU which may include, but not be limited to, payments required by or permitted pursuant to the compact entered into by the Tribe with the State of California, payments related to the Tribe's Part 292 Application to the Department of the Interior, and/or payments for services provided by the City to the Tribe.

IV. NEED FOR MOU

The Parties acknowledge and agree that this Agreement is for the sole purpose of stating the intention of the Parties to negotiate and enter into an MOU. The Parties have not reached final agreement on the matters described herein, and do not intend to be bound until a final written MOU is executed by both Parties.

V. REVIEW AND APPROVAL OF ALL DISCRETIONARY ACTIONS

Any MOU that may be negotiated is subject to approval by the Tribal Council of the Tule River Indian Tribe ("Tribal Council") and approval at a public hearing by the City. The decision of the City regarding the MOU shall be conditioned upon the successful review and approval of all necessary findings and conclusions which the Tribe and the City are required to make by law. As to those matters, neither anything herein nor to be contained in the MOU shall obligate the Tribe or the City to exercise its discretion in any particular manner, and any exercise of discretion required by law, other than abuse of discretion, shall not be deemed to constitute a breach of the Tribe's or the City's duties under this Agreement.

VI. CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") MATTERS

- A. The approval, execution and delivery of this Agreement is not a "project" (as such term is defined in CEQA) of the City.
- B. The City does not, in any event, have sufficient information as of the date of this Agreement to make any commitment to the Tribe to make any physical changes in the environment.
- C. If and to the extent the City hereafter determines that it is required to comply with CEQA with respect to any "project" (as such term is defined in CEQA) which causes a physical change in the environment, the City fully intends to comply with CEQA at such time.

VII. CONFIDENTIALITY

- A. Unless required to do so by law, including but not limited to, the Ralph M. Brown Act or the California Public Records Act, the City may not disclose to third parties any

information it receives from the Tribe that the Tribe has identified as confidential ("Confidential Information"). If the City determines that it must disclose any information that the Tribe has identified as Confidential Information, then it shall promptly give the Tribe written notice of its intention to disclose such information and the authority for such disclosure. The Tribe shall have a period of ten (10) business days thereafter within which to seek a protective court order to prevent such disclosure or to notify the City that it will not seek such an order. The City shall cooperate with the Tribe in any efforts to seek such a court order. The City shall not disclose the information until the ten (10) day period has expired without a response from the Tribe, or the Tribe has notified the City that it will not seek such an order, or the Tribe has sought and a court has declined to issue a protective order for such information. Upon termination of this Agreement, the City shall immediately, upon the Tribe's request, return to the Tribe any and all Confidential Information, including copies thereof.

- B. Unless required to do so by law, the Tribe may not use or disclose any information it receives from the City under this Agreement that the City has identified as Confidential Information or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by the City.
- C. The duty of the City and the Tribe to protect Confidential Information under this section continues beyond the term of this Agreement.

VIII. GENERAL PROVISIONS

A. No Warranties

The Tribe makes no warranties regarding the accuracy or completeness of any Confidential Information that may be disclosed to the City and, except with respect to its obligation to provide the project analysis report, the Tribe undertakes no obligation to disclose any particular information to the City.

B. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

C. Remedies

Except with respect to a violation of Section VII (Confidentiality), in no event shall either Party have the right, and the Parties expressly waive the right, to seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the other Party under this Agreement or any action related to this Agreement.

D. Termination Rights

Either Party may terminate this Agreement if the other Party has materially defaulted on its obligations set forth in this Agreement, and the terminating party has provided the defaulting party with written notification of such determination, and the defaulting party has refused to cure the same. The written notification shall set forth the nature of the actions required to cure such default if curable. The defaulting party shall have ten (10) days from the date of the written notification to cure such default. If such default is not cured within the ten (10) days, the termination shall be deemed effective. The Tribe shall also have the right to terminate this Agreement at any time if the Tribe determines, in its sole discretion, that the Relocation Project is not feasible.

E. Notices, Demands and Communications Between the Parties

Formal notices, demands, and communications between the Tribe and the City shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

For City:

John Lollis, City Manager
City of Porterville
291 North Main Street
Porterville CA 93257
jlollis@ci.porterville.ca.us
With Copy to:

Julia M. Lew, Porterville City Attorney
4010 S. Demaree Street
Visalia CA 93277
jmllew@mkjw.com
For Tribe:

With Copy to:

F. Nonliability of Officials and Employees

1. No member, official, employee, advisor or consultant of the Tribe shall be personally liable to the City in the event of any default or breach by the Tribe for any amount or on any obligations under the terms of the Agreement.
2. No member, official, employee, advisor or consultant of the City shall be personally liable to the Tribe in the event of any default or breach by the City for any amount or on any obligations under the terms of the Agreement.

G. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

H. Entire Agreement, Waivers, and Amendments

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and the Tribe.

I. Counterparts

This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

J. Severability

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

K. Time is of the Essence

Time is of the essence for each of the Parties' obligations under this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Negotiation Agreement as of the date first above written.

TULE RIVER INDIAN TRIBE, a federally recognized
Indian tribe

By: _____
Neil Peyron
Its: Chairman

CITY OF PORTERVILLE, a public body

By: _____
John Lollis
Its: City Manager



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Renewal of Airport Lease - Sports Complex Parking

SOURCE: Finance

COMMENT: The City's Sports Complex currently leases 35.23 acres of airport land to supply vehicle parking for the Complex. The parking area is immediately adjacent to the Sports Complex as shown on the attached locator map.

The renewable Lease Agreement between the Airport Enterprise Fund and the City of Porterville expires on December 31, 2018. The City is requesting renewal of the lease agreement effective January 1, 2019, at an annual lease payment of \$5,888.02 and adjusted annually at the beginning of each fiscal year by an average of the Los Angeles and San Francisco Consumer Price Index, all items index. Lease terms allow the lease to continue until such time as the subject property is required for Airport development. Annual lease payments are to be made from the Park Development Fund. Staff recommends that City Council renew the Lease Agreement to December 31, 2021.

RECOMMENDATION: That City Council approve the renewal of the Lease Agreement between the City of Porterville and the Airport Enterprise Fund and authorize the Mayor to sign said Lease Agreement.

ATTACHMENTS:

1. Lease Agreement
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT FOR USE OF AIRPORT PROPERTY
LOCATED AT THE PORTERVILLE MUNICIPAL AIRPORT
FOR PARKING AT THE CITY OF PORTERVILLE SPORTS COMPLEX

This Lease Agreement is entered into this 18th day of December, 2018, by and between the City of Porterville, a Charter Law City and Municipal Corporation, hereinafter referred to as "City," and the City of Porterville Airport Enterprise Fund, hereinafter referred to as "Airport."

WITNESSETH:

1. For and in consideration of the terms, conditions and covenants hereinafter contained, the Airport hereby lets, leases and demises unto the City, and the City hereby hires and takes from the Airport, that real property situated in the City of Porterville, in the County of Tulare, State of California, identified as 35.23 Acres adjacent to the Sports Center, as shown on the map attached as Exhibit "A."
2. This Lease Agreement shall be a three (3) year renewable agreement effective January 1, 2019, and ending on December 31, 2021.
3. City agrees to pay an annual lease payment to the Airport Enterprise Fund in the amount of \$5,888.02 adjusted at the beginning of each fiscal year by the rise or fall of the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the Los Angeles and San Francisco CPI, all items index.
4. This agreement shall become null and void in the event the Airport has a need for any or all of the subject property.

Dated this 18th day of December, 2018.

CITY OF PORTERVILLE

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: Patrice Hildreth, Chief Deputy
City Clerk

Julia Lew, City Attorney

City of Porterville



**SUBJECT
LOCATION**

SCRANTON AVE.

WESTWOOD ST.

ROAD 224

AVE. 136

SPORTS CENTER

35.23
ACRES

OHV

YOWLUMNE

TREDC

YAUDANCHI

WUKCHUMNI

POND

PORTERVILLE AIRPORT

SLUDGE
BEDS

ROAD 220

WEST RD.

12



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Renewal of Airport Lease - Sewer Operating Fund

SOURCE: Finance

COMMENT: The City's Sewer Division operates 7.1 acres (Lot 13) of sludge drying beds at the Porterville Municipal Airport and also leases 160 acres (Lot 12) of the airport land for the discharge of treated wastewater. The renewable Lease Agreement between the Airport Enterprise Fund and the Sewer Operating Fund expires on December 31, 2018.

The City is requesting renewal of the lease agreement effective January 1, 2019, at an annual lease payment of \$24,477.30 and adjusted annually at the beginning of each fiscal year by an average of the Los Angeles and San Francisco Consumer Price Index, all items index. Lease terms allow the lease to continue until such time as the subject property is required for Airport development. Staff recommends that City Council renew the Lease Agreement to December 31, 2021.

RECOMMENDATION: That City Council approve the renewal of the Lease Agreement between the City of Porterville Sewer Operating Fund and the Airport Enterprise Fund and authorize the Mayor to sign said Lease Agreement.

ATTACHMENTS:

1. Lease Agreement
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT FOR USE OF AIRPORT PROPERTY
LOCATED AT THE PORTERVILLE MUNICIPAL AIRPORT
FOR TREATED WASTE WATER AND BIOSOLIDS DISPOSAL OPERATIONS

This Lease Agreement is entered into this 18th day of December, 2018, by and between the City of Porterville, a Charter Law City and Municipal Corporation, hereinafter referred to as "City," and the City of Porterville Airport Enterprise Fund, hereinafter referred to as "Airport."

WITNESSETH:

1. For and in consideration of the terms, conditions and covenants hereinafter contained, the Airport hereby lets, leases and demises unto the City, and the City hereby hires and takes from the Airport, that real property situated in the City of Porterville, in the County of Tulare, State of California, identified as Lots 12 & 13, as shown on the map attached as Exhibit "A."
2. This Lease Agreement shall be a three (3) year renewable agreement effective January 1, 2019, and ending on December 31, 2021.
3. City agrees to pay an annual lease payment to the Airport Enterprise Fund in the amount of \$24,477.30 adjusted at the beginning of each fiscal year by the rise or fall of the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the Los Angeles and San Francisco CPI, all items index.
4. This agreement shall become null and void in the event the Airport has a need for any or all of the subject property.

Dated this 18th day of December, 2018.

CITY OF PORTERVILLE

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: Patrice Hildreth, Chief Deputy
City Clerk

Julia Lew, City Attorney

Exhibit "A"

City of Porterville AIRPORT LEASE GF-SRF 2003

NON-IRRIGATED LAND = 67.3 ACRES
IRRIGATED LAND = 570.3 ACRES
TOTAL LEASED PROPERTY = 637.6 ACRES

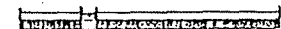
LEGEND

-  IRRIGATED LAND
-  NON-IRRIGATED LAND

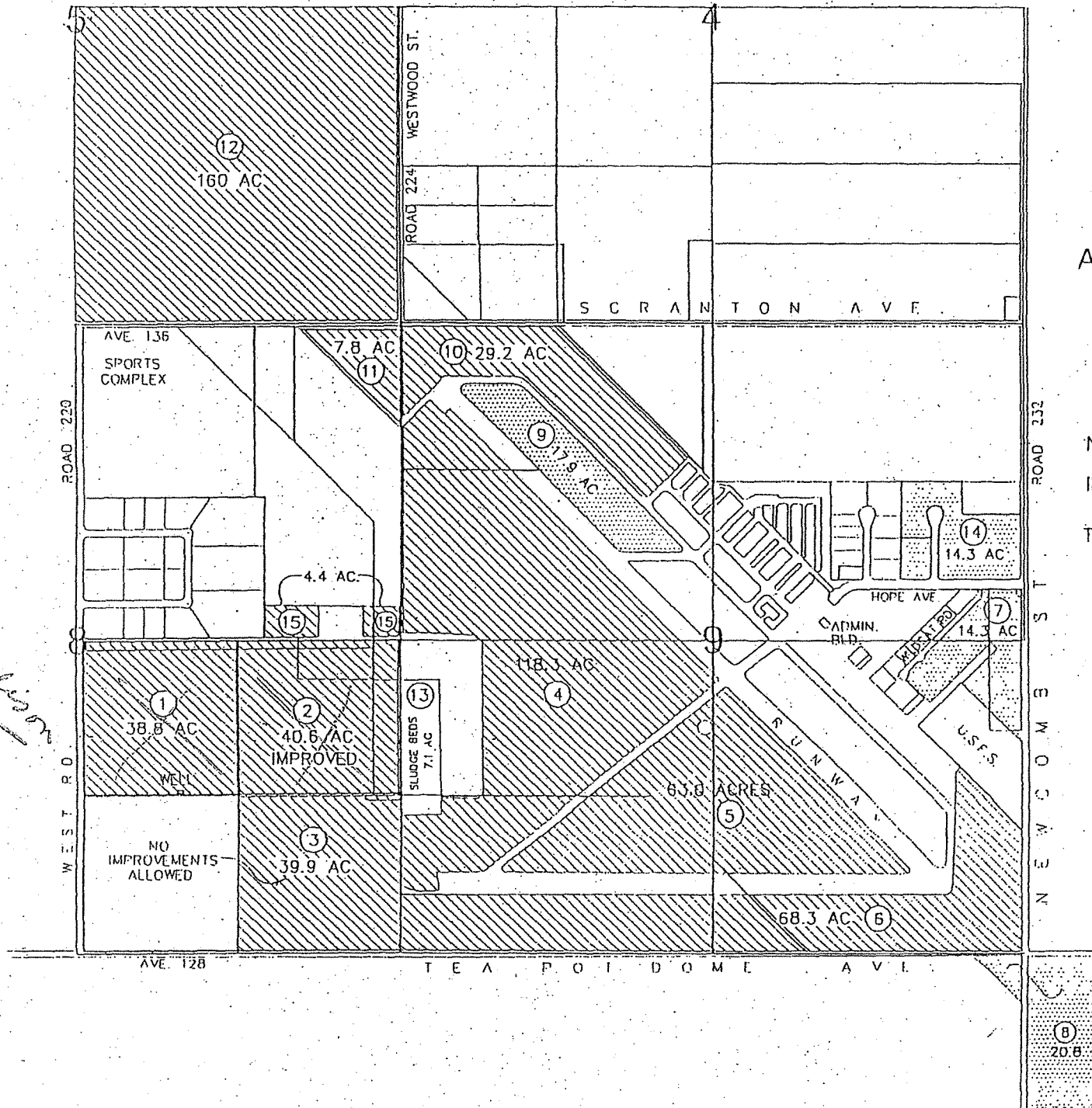


SCALE: 1" = 1200'

400 0 100 1200 FT



Division





CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Amendment to Employee Pay & Benefit Plan - Unrepresented Management Employees

SOURCE: City Manager's Office

COMMENT: As the Council is aware, staff has been engaged in negotiations for successor agreements with employee bargaining groups whose contracts expired in June of 2018. Having reached agreement with all of those units, being the Public Safety Support Unit, Porterville City Employees Association, and Management & Confidential Series, it is now appropriate for an agreement with those employees who do not fall within the scope and purview of the Meyers-Milias-Brown Act, i.e., employees not designated for purposes of recognition and representation as an organized group for the purposes of bargaining. These unrepresented employees are those holding the positions of: Director, Deputy Director, Police Chief, Fire Chief, Police Captain, Police Lieutenant, and Fire Battalion Chief.

The proposed agreement with the unrepresented management employees primarily addresses compaction issues within the City's Salary Schedule, while at the same time offsets fiscal impacts with increased employee contributions in the form of CalPERS cost sharing. City Council acceptance and approval of authorized changes in wages, benefits and conditions of employment are commonly made by amendments to those documents necessary to implement such changes. To this end, a draft resolution is herein provided for Council's consideration.

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution approving changes to the Employee Pay and Benefit Plan concerning Unrepresented Management Employees; and
2. Direct HR staff to amend all other documentation as may be necessary to document and implement said authorized changes.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
FOR ALL UNREPRESENTED MISCELLANEOUS AND SAFETY
MANAGEMENT EMPLOYEES

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, the City Council agrees that unrecognized management employees, i.e., employees not designated for purposes of recognition and representation as an organized group for purposes of labor relations, should also be acknowledged through such amendments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan, for employees holding positions designated in the Executive Management group, including the positions of Director, Deputy Director, Police Chief, Fire Chief, Police Captain, Police Lieutenant, and Fire Battalion Chief, hereinafter ("Unrepresented Employees") are hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

Three (3) years, from July 1, 2018 through June 30, 2021.

II. ADJUSTMENTS TO POSITION PAY PLAN

The following salary ranges shall be adjusted as follows:

Effective January 1, 2019:

Dep. Public Works Director/City Engineer: From Range 246 to Range 247
Dep. Public Works Director/FS Manager: From Range 246 to Range 247
Fire Battalion Chief: From Range 235 to Range 239
Police Lieutenant: From Range 220 to Range 223
Police Captain: From Range 235 to Range 239
Administrative Services Director: From Range 247 to Range 250
Community Development Director: From Range 252 to Range 253
Finance Director: From Range 252 to Range 253
Fire Chief: From Range 257 to Range 258
Parks & Leisure Services Director: From Range 247 to Range 250
Police Chief: From Range 262 to Range 265
Public Works Director: From Range 256 to Range 259

Effective January 1, 2020:

Dep. Public Works Director/City Engineer: From Range 247 to Range 248
Dep. Public works Director/FS Manager: From Range 247 to Range 248
Fire Battalion Chief: From Range 239 to Range 243
Police Lieutenant: From Range 223 to Range 226
Police Captain: From Range 239 to Range 243
Administrative Services Director: From Range 250 to Range 253
Community Development Director: From Range 253 to Range 254
Finance Director: From Range 253 to Range 254
Fire Chief: From Range 258 to Range 259
Parks & Leisure Services Director: From Range 250 to Range 253
Police Chief: From Range 265 to Range 268
Public Works Director: From Range 259 to Range 262

Effective January 1, 2021:

Fire Battalion Chief: From Range 243 to Range 247
Police Lieutenant: From Range 226 to Range 228
Police Captain: From Range 243 to Range 247
Administrative Services Director: From Range 253 to Range 255
Community Development Director: From Range 254 to Range 255
Finance Director: From Range 254 to Range 255
Fire Chief: From Range 259 to Range 260
Parks & Leisure Services Director: From Range 253 to Range 255
Police Chief: From Range 268 to Range 270
Public Works Director: From Range 262 to Range 265

III. CALPERS COST-SHARING:

Effective January 1, 2019:

Unrepresented Management Employees (with the exception of Police Lieutenants) in Tier One of the City's CalPERS Retirement Plan shall pay an additional one percent (1%), for a total of four percent (4%), towards the PERS Employer Contribution Rate.

Police Lieutenants in Tier One of the City's CalPERS Retirement Plan shall pay an additional two percent (2%), for a total of three percent (3%), towards the PERS Employer Contribution Rate.

Effective January 1, 2020:

Unrepresented Management Employees (with the exception of Police Lieutenants) in Tier One of the City's CalPERS Retirement Plan shall pay an additional one percent (1%), for a total of five percent (5%), towards the PERS Employer Contribution Rate.

Police Lieutenants in Tier One of the City's CalPERS Retirement Plan shall pay an additional two percent (2%), for a total of five percent (5%), towards the PERS Employer Contribution Rate.

Effective January 1, 2021:

Unrepresented Management Employees in Tier One of the City's CalPERS Retirement Plan shall pay an additional one percent (1%), for a total of six percent (6%) towards the PERS Employer Contribution Rate.

IV. EDUCATION INCENTIVE:

Effective January 1, 2019, Unrepresented Management Employees (with the exception of Police Lieutenant and Police Captain) that possess or earn one of the following degrees shall be eligible to receive education pay identified below, calculated as a percentage of the employee's base salary. This item is intended to compensate employees for degrees which enhance the employees' ability to perform their jobs and is only compensable if a determination is made by the City Manager that the degree is beneficial to the City in its operations. If the degree is a requirement of the classification, the employee shall not be eligible for the incentive.

2.5% Bachelor's Degree; or
5% Master's Degree

Police Lieutenants and Police Captains shall continue to receive Certificate/Education Incentive Pay per current provisions within the Employee Pay and Benefit Plan.

V. SWORN LAW ENFORCEMENT EXPERIENCE PAY:

Effective January 1, 2019, sworn law enforcement employees within Unrepresented Management shall be eligible to receive experience pay at the following rates. Said employees shall be eligible for said experience pay effective the first full pay-period

following the applicable service years' completion, based on total years of California Peace Officers Standards and Training (POST) qualified peace officer experience.

2.5%	5 years of sworn law enforcement experience
2.5%	10 years of sworn law enforcement experience
2.5%	15 years of sworn law enforcement experience
2.5%	20 years of sworn law enforcement experience

VI. FITNESS INCENTIVE PROGRAM LANGUAGE

Item No. 4 of the Fitness Incentive Program language shall be amended to read, "Employees who knowingly sign and/or submit inaccurate/fraudulent sign in/out sheets or workout logs may become ineligible from further participation in the program and may face discipline up to and including termination. The Risk Manager maintains the right to determine eligibility of proposed workouts."

VII. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and Unrepresented Management employees.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this _____ day of December, 2018.

Milt Stowe, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Luisa M Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Amendment to the Pay Rate Schedule for Seasonal and Part-Time Employees

SOURCE: Administrative Services

COMMENT: Senate Bill 3 became law in April 2016, gradually raising California's minimum wage to \$15 per hour by 2022. The increase effective January 1, 2019, will raise California's minimum wage from \$11.00 per hour to \$12.00 per hour. Thereafter, the legislation provides for an annual increase of \$1.00 until 2022 when minimum wage reaches \$15 per hour, unless a determination is made to pause an increase due to economic and budgetary constraints. While SB 3 will not directly impact the City's full-time work force, it will begin to create compaction issues within the salary schedule for full-time employees. At this time, however, it will impact the rates of pay for the City's seasonal and part-time employees. As such, it is now necessary to amend the Seasonal and Part-Time Pay Rate Schedule.

In order to maintain consistency within the salary ranges, and to avoid compaction between part-time classifications, staff is recommending an increase for those classifications in both minimum and maximum salary rates. The proposed adjustments have been anticipated and accounted for during the FY 2018/19 budgetary process.

To implement these changes, it is proposed that the City's Employee Pay and Benefit Plan, and Seasonal and Part-Time Pay Rates, be amended by Resolution of the City Council. Attached for Council's reference is the 2017/18 Seasonal & Part-Time Pay Rate Schedule, as well as the draft Resolution and the proposed 2018/19 Pay Rate Schedule.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-Time rates; and
2. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

ATTACHMENTS:

1. FY 2017_2018 Seasonal and Part-Time Rates
2. Draft Resolution for 2019 new pay rates
3. Exhibit A - FY 2018_2019 Seasonal and Part-Time Rates

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
SEASONAL AND PART-TIME PAY RATES
2017 – 2018 FISCAL YEAR

After School Assistant II.....	\$11.00/hour
After School Assistant III.....	\$12.44 – \$14.40/hour
After School Site Assistant.....	\$14.40 – \$17.51/hour
After School Site Supervisor.....	\$18.46 – \$23.56/hour
Animal Shelter Technician.....	\$11.00 – \$12.25/hour
Assistant Zalud House Curator.....	\$11.00 – \$12.50/hour
Clerical Aide.....	\$11.00 – \$12.50/hour
Library Aide.....	\$11.00 – \$12.50/hour
Lifeguard (WSI).....	\$11.00 – \$12.25/hour
Lifeguard (Senior Lifesaving).....	\$11.00 – \$12.50/hour
Maintenance Aide	\$11.00 – \$12.50/hour
Pool Cashier.....	\$11.00 – \$12.00/hour
Pool Manager.....	\$12.00 – \$15.00/hour
Pool Manager Assistant.....	\$11.50 – \$14.00/hour
Recreation Leader I.....	\$11.00 – \$11.75/hour
Recreation Leader II.....	\$12.00 – \$14.00/hour
Recreation Leader III.....	\$14.25 – \$16.75/hour
**Recreation Class Instructor.....	Percentage of Flat Rate
Reserve Firefighter.....	\$11.00 – \$11.50/hour
Sports Official/Umpire or Referee (Youth).....	\$11.00 – \$22.25/game
Sports Official/Umpire or Referee (Adult).....	\$11.00 – \$37.25/game
Student Intern.....	\$11.00 – \$12.50/hour
***Off-Highway Vehicle Coordinator.....	\$11.75 – \$16.75/hour
***Off-Highway Vehicle Assistant Coordinator.....	\$11.00 – \$13.75/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by State of California Off-Highway Vehicle Division Grant.

RESOLUTION NO. _____ - 2018

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AN AMENDMENT
TO THE SEASONAL AND PART-TIME PAY RATES

WHEREAS, the City Council of the City of Porterville has established a Schedule of Wages for Seasonal and Part-time Employees; and

WHEREAS, it is proposed to amend the Fiscal Year 2018/19 Schedule for all Seasonal and Part-time positions in compliance with California's minimum wage, and to maintain consistency within the salary and avoid compaction between classifications.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised Schedule of Wages for Seasonal and Part-time Employees, attached hereto and incorporated herein by this reference as Exhibit "A", effective January 1, 2019.

BE IT FURTHER RESOLVED, that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
SEASONAL AND PART-TIME PAY RATES
2018 – 2019 FISCAL YEAR

After School Assistant II.....	\$12.00/hour
After School Assistant III.....	\$12.44 – \$14.40/hour
After School Site Assistant.....	\$14.40 – \$17.51/hour
After School Gardener.....	\$14.40 – \$16.40/hour
After School Site Supervisor.....	\$18.46 – \$23.56/hour
Animal Shelter Technician.....	\$12.00 – \$13.25/hour
Assistant Zalud House Curator.....	\$12.00 – \$13.50/hour
Campus Supervisor.....	\$13.81 – \$15.50/hour
Clerical Aide.....	\$12.00 – \$13.50/hour
Library Aide.....	\$12.00 – \$13.50/hour
Lifeguard	\$12.00 – \$13.25/hour
Lifeguard (Senior).....	\$12.50 – \$13.75/hour
Maintenance Aide	\$12.00 – \$13.50/hour
Pool Cashier.....	\$12.00 – \$13.00/hour
Pool Manager.....	\$14.00 – \$16.00/hour
Pool Manager Assistant.....	\$13.00 – \$15.00/hour
Recreation Leader I.....	\$12.00 – \$12.75/hour
Recreation Leader II.....	\$13.00 – \$15.00/hour
Recreation Leader III.....	\$15.25 – \$17.75/hour
**Recreation Class Instructor.....	Percentage of Flat Rate
Reserve Firefighter.....	\$12.50 – \$15.00/hour
Sports Official/Umpire or Referee (Youth).....	\$12.00 – \$22.25/game
Sports Official/Umpire or Referee (Adult).....	\$12.00 – \$37.25/game
Student Intern.....	\$12.00 – \$13.50/hour
***Off-Highway Vehicle Coordinator.....	\$12.00 – \$16.75/hour
***Off-Highway Vehicle Assistant Coordinator.....	\$12.00 – \$13.75/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by State of California Off-Highway Vehicle Division Grant.



CITY COUNCIL AGENDA – DECEMBER 18, 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 December 4, 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. 17.

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

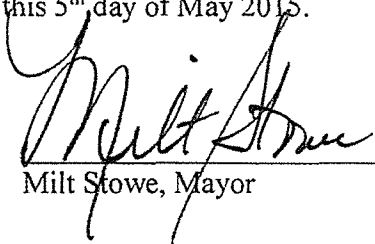
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

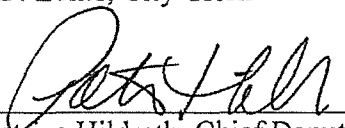
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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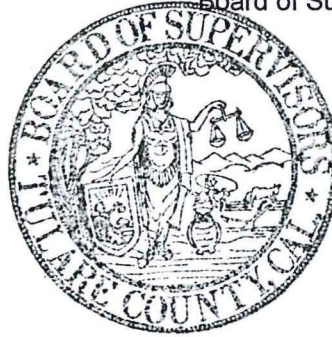
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

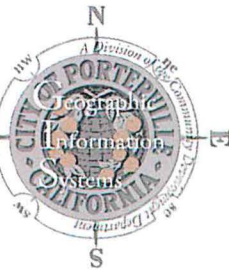
BY J. L. [Signature]
John Lollis, City Manager

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

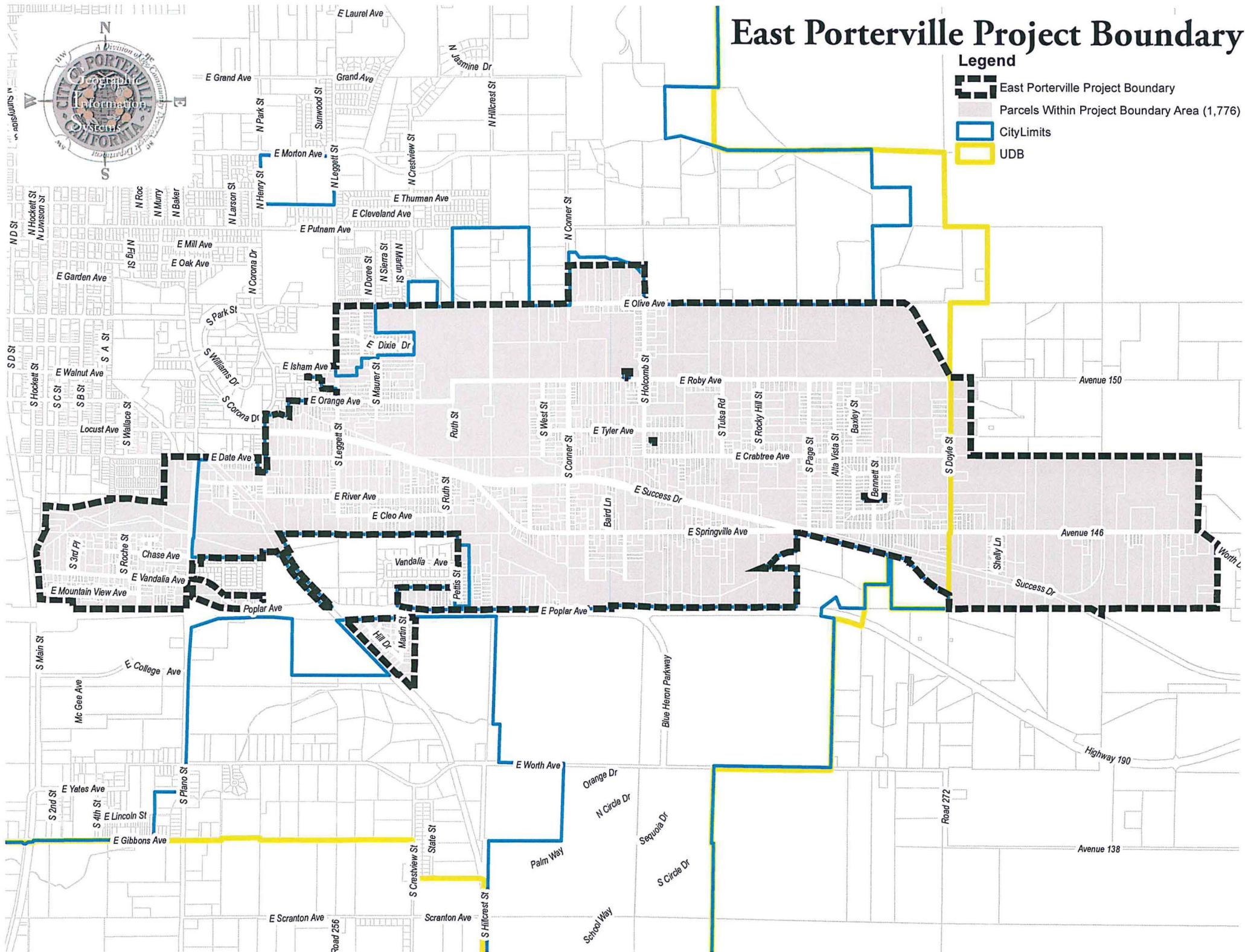


EXHIBIT 'B'

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:

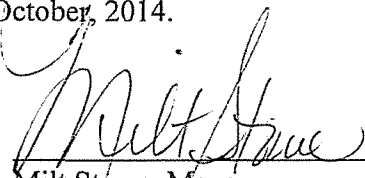
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

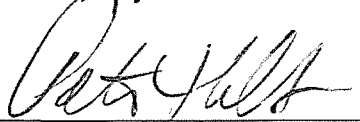
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

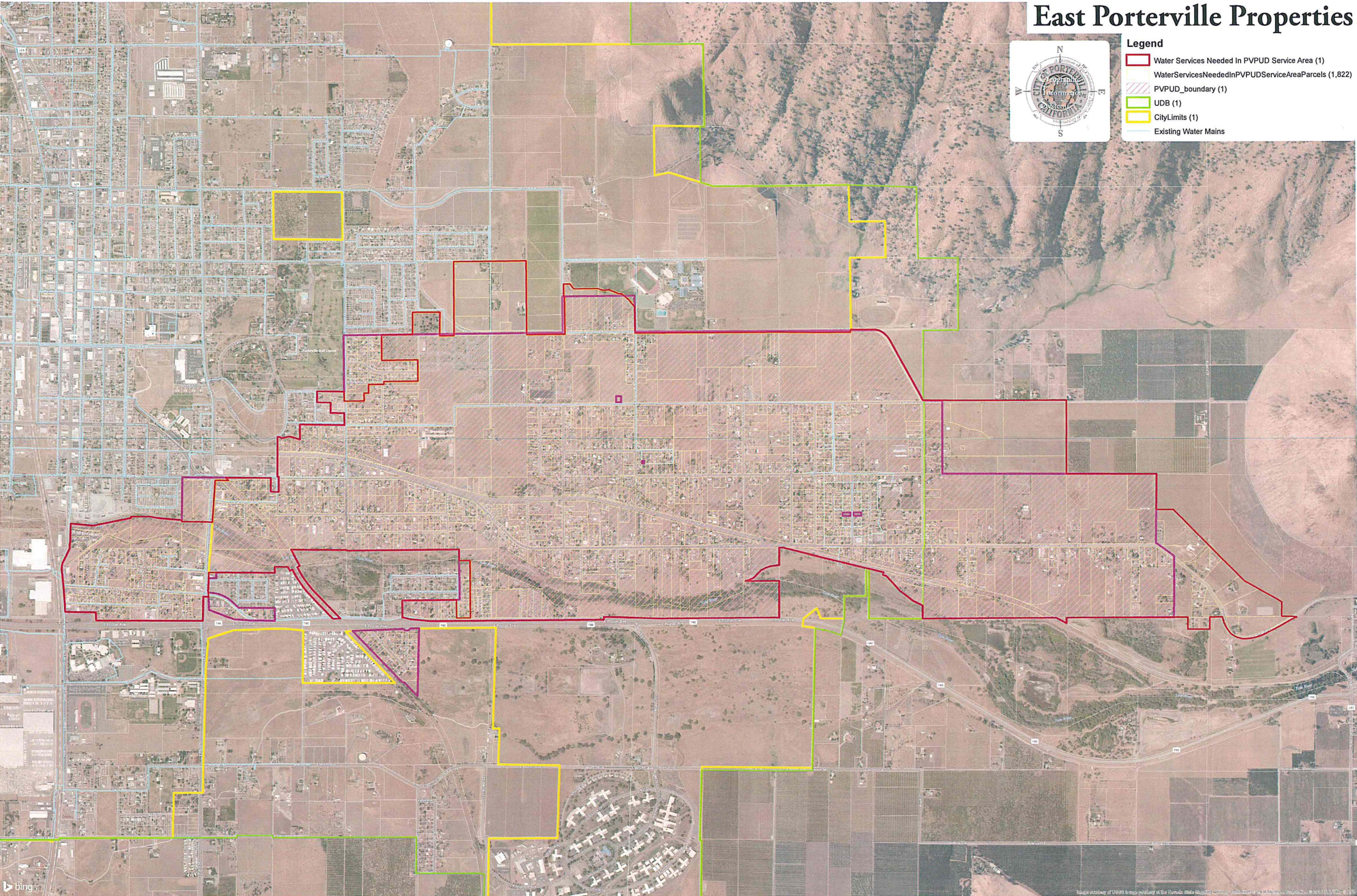
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

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



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

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

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

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

JOHN D. LOLLIS, City Clerk

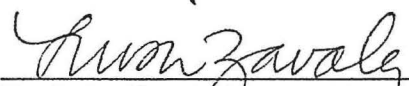

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

Tasks:

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

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

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

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

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

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

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

Sincerely,



James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

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



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

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

Dear Mr. Reed:

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

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

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

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

Sincerely,

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

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

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

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

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

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

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

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

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

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

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

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

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

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

I FURTHER ORDER THAT:

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

MAINTAINING CONSERVATION AS A WAY OF LIFE

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

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

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

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

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

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

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

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

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


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Consideration of Appointment to the Arts Commission

SOURCE: Administrative Services

COMMENT: Pursuant to Ordinance No. 1841, the Arts Commission shall consist of five (5) members, plus one (1) student/youth member, and shall represent four areas of arts: 1) theatrical/performing arts; 2) visual/graphic; 3) music; (4) youth. There is currently one vacancy on the commission with a term to expire in July of 2019. In addition, the one-year term youth member seat, which has customarily been appointed in the fall time frame (once the school year has commenced) is also vacant.

Staff is in receipt of a Request for Appointment from Mr. Wes Maas, which is attached hereto for Council's consideration.

Staff has received no additional Requests for Appointment, but will continue to advertise existing vacancies and solicit applications from interested parties until all vacancies are filled.

RECOMMENDATION: That the City Council consider the appointment of Wes Maas to the City's Arts Commission to the term expiring July of 2019.

ATTACHMENTS: 1. Request for Appointment - Maas

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Wes Maas
(Please Print)

Appointment to: Art Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]
Porterville, CA 93257

Mailing Address: _____

Name of Business: Employed at The Copy Center, Porterville, CA
☐ Own ☐ Operate

Business Address: 187 W. Olive Ave
Porterville, CA 93257

Telephone: Home [REDACTED]
Work "Same"
FAX _____
E-mail [REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

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

I was the art director and senior designer of National Vitamin Company for almost a decade. I was also the creator of the Packing House Gallery Exhibits and the co-founder of the Porterville Art Walk.

Please tell us why you are interested in this position.

I have always been interested in creating and promoting art in a locally sustained market, including the advancement of other local artists, both media and music oriented.

☒ Resume attached

☐ Letter of request attached

Submitted By: Wes Maas

11/29/18
Date

Received by: A. Sizemore

Forwarded to: City Clerk ☒ Date: 11/29/18

City Council ☐ Date: _____

Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

Wes Maas

██████████, Porterville, CA 93257 • (559) ██████████ • ██████████

Computer Application Experience

Microsoft Office, Photoshop, Illustrator, InDesign, Quark XPress, Dimensions, Premiere, Acrobat, Painter, Avid Media Composer and Google Docs.

Work Experience

- 11/2018 - Current The Copy Center, Porterville, CA
Desktop Publisher / Client Coordinator
- 11/2017 - 8/2018 The Stepping Stones Group, LLC., Aromas, CA
Resource Special Program Teacher, K-8
- 7/2017 - 10/2017 über & Lyft
Ridesharing Driver
- 8/2016 - 6/2017 Fresno Unified School District
Special Day Class Teacher, grades 4-6
- 9/2012 - 12/2015 Earlimart Elementary, Fresno, CA
Substitute Teacher
- 6/2007 - 3/2012 California Oranges (LLC) at Pleasant Valley Ranch, Springville, CA
Creative Director/General Manager
- Design of all marketing material, including packaging, product labels, photos and the company website.
 - Marketing and advertisement of products to individual and corporate accounts, focusing on accounts in the Bay Area that worked in conjunction with our farmer's markets. Our two largest clients were Bon Appetit and Aramark, the two largest catering organizations in North America.
 - Interviewing and hiring of all farm and office workers.
 - Research, integration and implementation of all organic certification requirements.
- 7/1998 - 11/2007 National Vitamin Company, Porterville, CA
Art Director/Sr. Designer
- Redesign of corporate identity.
 - Redesign of health & body care product line identity.
 - Marketing and advertising design development for all in-house projects (ie. full color catalog, trade-show graphics, banners, posters, mailers, etc.)
 - Creation of all design work for NVC's newly opened 78,000 sq. f t. facility in Las Vegas, offering tours to the public.
 - Creation of design material for many of our 300+ outside clients with their own line of products.
 - Product Shots for use in ads & marketing material.
 - Modernization & Development of Graphics Department.
 - Advising on purchases of Graphic's Department Hardware, Software, Peripherals and artwork for ads.
 - Purchasing of Equipment and Supplies
 - Training of Employees & Hiring of graphics staff
- 9/1997 - 7/1998 dpi1 - Design & Production International, Monterey, CA
Art Director/Graphic Designer
- Creation of print design work and concepts
 - Design concept of interfaces for interactive multimedia CD's
 - Assist in the scripting, creation and editing of video projects
 - Help in the development of dpi1's marketing approach and research of potential new accounts

- 1/1997 - 8/1997 Cal State Monterey, Visual & Public Arts Department, Seaside, CA
Graphics Lab Developer & Digital Media Specialist
- Consultant in the purchasing of equipment for the art department's new graphics lab
 - Management of graphic's lab
 - Assist in the teaching of CSU Monterey Bay's first digital mural class.

- 9/1996 - 1/1997 Fort Ord Alumni Association, Seaside, CA
Website Developer & Graphic Artist
- Implementation and design of their website
 - Creation of an online monthly newsletter
 - Design of printed material
 - Creation of a 10 minute promotional video edited on an Avid Video Editing station, incorporating morphing effects, live video, still shots and vector graphics.

- 6/1996 - 8/1997 CSU Monterey Bay, Publications Department, Seaside, CA
Graphic Artist - National Case, Silver Medal Winning Catalog
- Photo Selection & Scanning
 - Image Editing
 - Final Creation of layouts for university process color catalog; 1996-97 and 1997-98 editions. The first full color catalog had approximately 300 pages and was completed in the record time of just three weeks. Our production team consisted of two graphic artists, an art director (hired the week before the project started), and an editor.

Education

- 2016 Graduate of Fresno State University Teaching Dual-Credential Program
Multiple Subject / Special Education
- 1999 Adobe Certified Expert Program
Sylvan Prometric Testing Center, Bakersfield, CA
- 1997 Bachelor of Science, Cum Laude
Computer, Science & Technology, CSU Monterey Bay, Seaside, CA
Multimedia Applications
- 1997 Bachelor of Art, Cum Laude
Visual & Public Arts, CSU Monterey Bay, Seaside, CA
Traditional mural painting and computer applications in art
- 1997 German Language Certification: CSU Monterey Bay, Seaside, CA
- 1988 German Language Certification: Benedict Schule, Luzern, Switzerland

Affiliations

- 11/1994 - Present Phi Theta Kappa (Collegiate Honor Society) - Lifetime member
- 10/1987 - Present Eagle Scout, Boy Scouts of America
- 10/1985 - Present California Scholastic Federation, Lifetime member

Additional Information

I have had extensive international working and living experience. From this, I have cultivated a strong sense of adaptability to diverse working environments and conditions. Good communication and conflict resolution skills I've garnered from these experiences have enabled me to be at once individually motivated as well as team oriented. The completion and success of the project at hand is that which is of utmost important to me.



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Military Banner Program Banner Location Designation

SOURCE: Parks and Leisure Services

COMMENT: City Council initiated the military banner program in 2016. The program was created as a way to honor both current and past military personnel for their service to the nation and community. Family members and loved ones may nominate a military hero to be honored with a banner that shows the individual's name, photo and branch of service. The public nomination period for the next installment is January 2 - March 1, 2019.

The banners are prominently displayed Memorial Day through Veterans Day. To qualify for the military banner program, the honoree must be a current or past member of the United States Armed Forces and a current or past resident within the Porterville Unified School District attendance area. Staff is honored to report that the number of banners continue to increase significantly each year with 36 banners in 2016, 77 in 2017, and 128 in 2018. Banners that are displayed for at least a second year are placed in the same location as the year(s) prior.

Future banner locations need to be identified as there are only 20 spots left, from Council's last designated areas, on North Main between Morton and Henderson. Staff has provided City Council display availability on some heavily traveled streets within the City from which those locations may be prioritized. Council may also choose their own locations. The Parks and Leisure Services Commission unanimously recommended the banners begin to be displayed on Olive, Morton and Henderson in order of the most heavily traveled streets. The Commission identified three sections: Main to Indiana, Indiana to Newcomb, and Newcomb to Westwood. Below is the order of the Commission's recommendation based on traffic counts.

Olive from Main to Indiana
Henderson from Main to Indiana
Morton from Main to Indiana
Henderson from Indiana to Newcomb
Olive from Indiana to Newcomb
Morton from Indiana to Newcomb
Henderson from Newcomb to Westwood
Olive from Newcomb to Westwood
Morton from Newcomb to Westwood

RECOMMENDATION: That the City Council designate the location of new military banners as the program expands past its current designated locations.

ATTACHMENTS: 1. 2019 Banner Location Options

Appropriated/Funded:

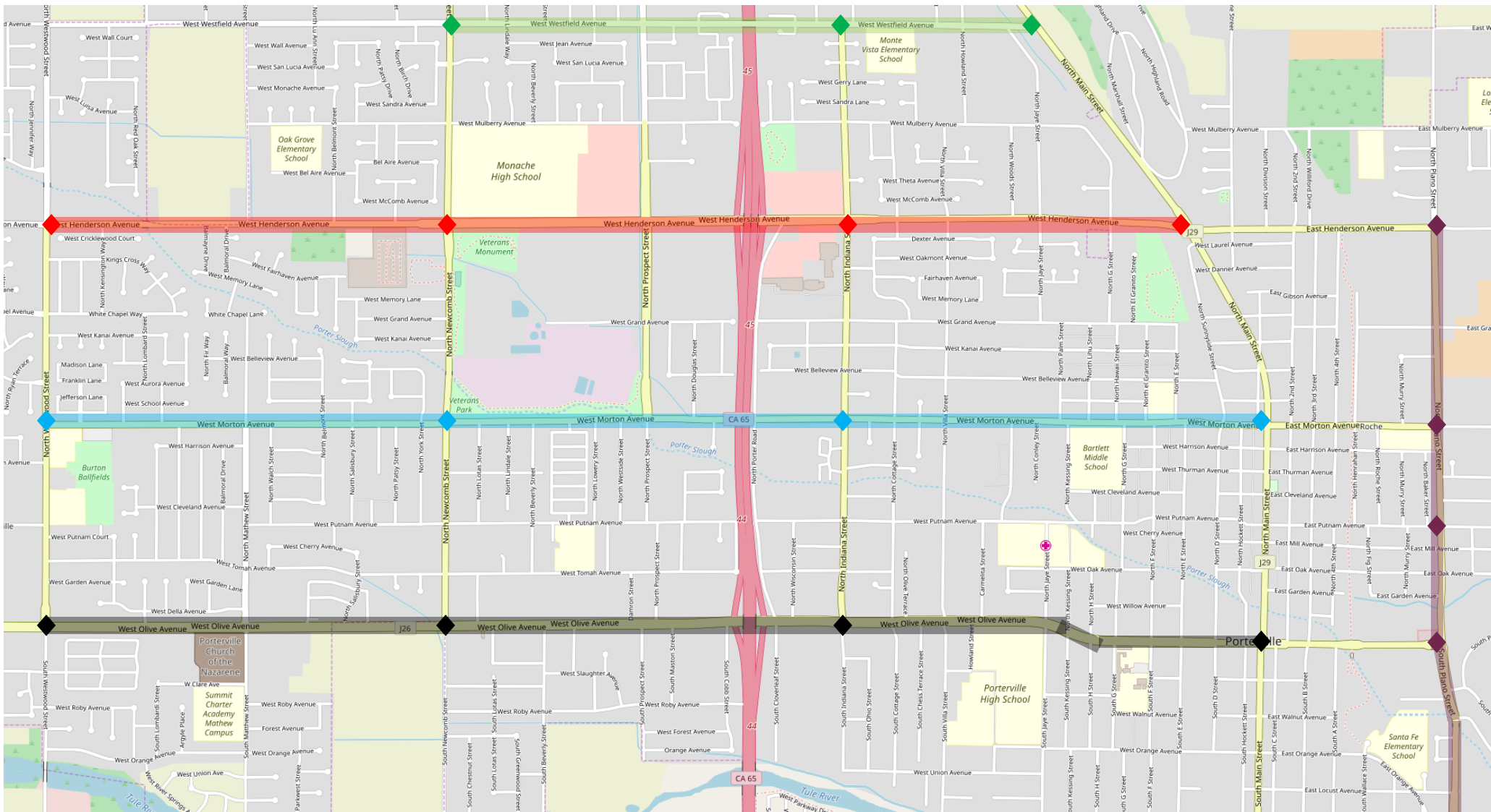
Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

MILITARY BANNER PROGRAM—MAP EXPANSION



◆ Westfield Avenue— 24 poles

Newcomb to Indiana: 19 poles, 38 banners
Indiana to Main: 5 poles, 10 banners

◆ Henderson Avenue— 63 poles

Main to Indiana: 19 poles 38 banners
Indiana to Newcomb: 14 poles 27 banners
Newcomb to Westwood: 30 poles, 60 banners

◆ Morton Avenue— 25 poles

Main to Indiana: 14 poles, 28 banners
Indiana to Newcomb: 5 poles, 10 banners
Newcomb to Westwood: 6 poles, 12 banners

◆ Olive Avenue— 79 poles

Main to Indiana: 40 poles, 80 banners
Indiana to Newcomb: 15 poles, 30 banners
Newcomb to Westwood: 24 poles, 48 banners

◆ Plano Street— 44 poles

Henderson to Morton: 10 poles, 20 banners
Morton to Putnam: 5 poles, 10 banners
Putnam to Olive: 7 poles, 14 banners
Olive to 190: 22 poles, 44 banners (18 poles on bridge)



CITY COUNCIL AGENDA – DECEMBER 18, 2018

SUBJECT: Review and Approval of Draft Recognized Obligation Payment Schedule for Fiscal Year 2019-20

SOURCE: Community Development

COMMENT: The Successor Agency to the Porterville Redevelopment Agency (the “Successor Agency”) was formed to administer the enforceable obligations and otherwise unwind the former affairs of the former Porterville Redevelopment Agency (the “Former Agency”), all subject to the review and approval by a seven-member Oversight Board. Until June 30, 2018, each successor agency had a local oversight board that served this purpose. As of July 1, 2018, all local oversight boards have been replaced by consolidated county-wide oversight boards as part of the streamlining and wind-down of redevelopment affairs.

Under Section 34171(h), a Recognized Obligation Payment Schedule (a “ROPS”) is "the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision (o) of Section 34177." Under the mandatory dates in the Dissolution Law, the Successor Agency must submit a copy of the ROPS for fiscal year 2019-20 (the “ROPS 19-20”), after approval from the Oversight Board, to the County Administrative Officer (“CAO”), County Auditor-Controller (“CAC”), State Controller’s Office (“SCO”), and Department of Finance (“DOF”) by February 1, 2019.

The ROPS 19-20 contains many of the same enforceable obligations listed on the ROPS for fiscal year 2018-19. In addition, the ROPS 19-20 includes a new line item for a Bond Proceeds Expenditure Agreement between the Successor Agency and the City of Porterville, providing for the City’s expenditure of any remaining unspent bond proceeds held by the Successor Agency as of July 1, 2019. The Bond Proceeds Expenditure Agreement has been submitted for approval by the City and Successor Agency concurrently herewith and upon approval by the City and Successor Agency, will be submitted to the Oversight Board and DOF for approval.

In accordance with the Dissolution Act and the additional technical and substantive amendments by the legislature in AB1484 and SB107, the Successor Agency has prepared the ROPS 19-20 covering Enforceable Obligations for the period July 1, 2019 through June 30, 2020 (including the Successor Agency’s Administrative Budget for this same fiscal period). The ROPS 19-20 is being presented to the Countywide Oversight Board for consideration and approval at its January 11, 2019 meeting. Following approval by the Oversight Board, the

Successor Agency must submit a copy of the ROPS 19-20 to the CAO, CAC, SCO, and DOF by February 1, 2019.

The ROPS 19-20 provides a list of Eligible Obligations to be paid by the Successor Agency from all funding sources from July 1, 2019 through June 30, 2020. The Eligible Obligations to be paid during this period consist of debt service payments required to be made on bonds issued by the Successor Agency in 2016 to refinance bonds previously issued by the Former Agency; the minimum administrative cost allowance to be paid to the Successor Agency; and repayment of certain reinstated City/Successor Agency loans. In addition, the ROPS 19-20 includes payment of all remaining unspent bond proceeds held by the Successor Agency to the City, pursuant to the Bond Proceeds Expenditure Agreement described below.

Bond Proceeds Expenditure Agreement. The Successor Agency has unspent proceeds derived from the Former Agency's 2008 bonds. The Dissolution Act permits the Successor Agency to use unspent bond proceeds for the purposes for which the bonds were issued. The Successor Agency has received its Finding of Completion and is therefore eligible to spend bond proceeds in accordance with bond covenants.

Concurrently herewith, the Successor Agency and City Council are considering approval of a Bond Proceeds Expenditure Agreement that would, if approved by the City, Successor Agency, Oversight Board and DOF, provide for the Successor Agency to transfer any remaining unspent proceeds of the Former Agency to the City for the Downtown Storm Drain Improvements Project, for storm drain improvements along Main Street between Morton and Olive Avenues within the Porterville Redevelopment Project No. 1, all in accordance with all applicable bond covenants. Under the Bond Purchase Expenditure Agreement, if the foregoing projects do not occur or any bond proceeds remain after completion of these projects, the City shall be responsible for spending the remaining bond proceeds in accordance with all applicable bond covenants. The transfer of bond proceeds to the City pursuant to the Bond Proceeds Expenditure Agreement must be listed as an enforceable obligation on the ROPS 19-20 to enable the Successor Agency to transfer the unspent bond proceeds to the City.

FISCAL IMPACT:

The Successor Agency is limited to making payments reflected on an approved ROPS; therefore, approval of the ROPS by the Successor Agency, Oversight Board and DOF is essential to the continued operation of the Successor Agency and wind-down of the affairs of the Former Agency.

RECOMMENDATION:

That the Successor Agency adopt the draft SA Resolution approving the Recognized Obligation Payment Schedule for the fiscal period of July 1, 2019 through June 30, 2020, , provided that should any modification be required to the ROPS 19-20 by the DOF, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification,

additions or revisions as may be necessary to conform the ROPS 19-20 to requirements imposed by the DOF and direct Successor Agency staff to submit the ROPS 19-20 to the Countywide Oversight Board.

ATTACHMENTS: 1. Draft Resolution with Exhibit

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

SA RESOLUTION NO. 2018-____

RESOLUTION OF THE SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE
FISCAL PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020 PERIOD

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”) has been established to take certain actions to wind down the affairs of the Porterville Redevelopment Agency in accordance with Section 34173 of the Health and Safety Code; and

WHEREAS, prior to July 1, 2018 under the Dissolution Law, in particular Sections 34179 and 34180, certain actions of the Successor Agency were subject to the review and approval by a local seven member oversight board, which oversaw and administered the Successor Agency’s activities during the period from dissolution until June 30, 2018; and

WHEREAS, on and after July 1, 2018 under the Dissolution Law, in particular Section 34179(j), in every California county there shall be only one oversight board that is staffed by the county auditor-controller, with certain exceptions that do not apply in the County of Tulare; and

WHEREAS, on and after July 1, 2018 the County of Tulare, through the Tulare County Auditor Controller, established the single Tulare Countywide Oversight Board (the “Oversight Board”) in compliance with Section 34179(j), which serves as the oversight board to all of the successor agencies existing and operating in Tulare County, including the Successor Agency; and

WHEREAS, pursuant to Section 34171(h) of the Dissolution Act, a “Recognized Obligation Payment Schedule” means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each annual fiscal period as provided in Section 34177(o) of the Dissolution Act; and

WHEREAS, pursuant to Section 34177(j) of the Dissolution Act, the Successor Agency is required to prepare and submit to the Oversight Board an “Administrative Budget” for each annual fiscal period corresponding to each Recognized Obligation Payment Schedule; and

WHEREAS, pursuant to Section 34177(o) of the Dissolution Act, the Successor Agency must prepare, approve, and submit to the Oversight Board for approval its Recognized Obligation Payment Schedule (“ROPS”) for the period covering July 1, 2019 through June 30, 2020 (also referred to as “ROPS 19-20”); and

WHEREAS, the Successor Agency has prepared its ROPS 19-20 for the period covering July 1, 2019 through June 30, 2020, which includes the Successor Agency’s the Administrative Budget for such fiscal period; and

WHEREAS, the Successor Agency desires to approve the form of ROPS 19-20 in the form attached to this Resolution as Attachment No. 1, which is incorporated herein by this reference; and

WHEREAS, following approval of ROPS 19-20 (which includes the Fiscal Year 2019-20 Administrative Budget) by the Successor Agency Board, pursuant to Section 34177, subdivisions (j) and (o), and Section 34180(g) of the Dissolution Act, Successor Agency staff shall submit ROPS 19-20 to the Oversight Board and California Department of Finance (the “DOF”) for approval; and

WHEREAS, on January 11, 2019, the Oversight Board will consider the approval of the ROPS 19-20, in the form attached hereto as Attachment No. 1; and

WHEREAS, the approved ROPS 19-20 is required to be electronically submitted to the DOF by the Oversight Board no later than February 1, 2019.

NOW, THEREFORE, BE IT RESOLVED, ordered and determined by the Successor Agency to the Porterville Redevelopment Agency, as follows:

SECTION 1. Incorporation of Recitals. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part hereof.

SECTION 2. Approval of ROPS 19-20 and Administrative Budget. The Successor Agency Board hereby approves the ROPS 19-20 in the form attached to this Resolution as Attachment No. 1, and authorizes the Successor Agency Executive Director to make such augmentation, modification, additions or revisions as he may deem appropriate.

SECTION 3. Submittal of ROPS 19-20 and Administrative Budget. The Executive Director is further authorized and directed to transmit ROPS 19-20 to the Oversight Board, and upon approval thereof by the Oversight Board, the Executive Director is directed to transmit the approved ROPS 19-20 to the County Auditor-Controller, the State Controller’s Office, and the DOF, and to post the ROPS 19-20 on the City’s website.

SECTION 4. Certification. The Secretary on behalf of the Successor Agency Board shall certify to the adoption of this Resolution.

SECTION 5. Effectiveness. This Resolution shall take effect upon the date of adoption.

PASSED, APPROVED AND ADOPTED this 18th day of December, 2018.

By: _____
Martha A. Flores, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

Recognized Obligation Payment Schedule (ROPS 19-20) - Summary
Filed for the July 1, 2019 through June 30, 2020 Period

Successor Agency:Porterville

County:Tulare

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		19-20A Total (July - December)	19-20B Total (January - June)	ROPS 19-20 Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$ 397,145	\$ 20,000	\$ 417,145
B	Bond Proceeds	-	-	-
C	Reserve Balance	397,145	20,000	417,145
D	Other Funds	-	-	-
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 278,824	\$ 250,990	\$ 529,814
F	RPTTF	278,824	250,990	529,814
G	Administrative RPTTF	-	-	-
H	Current Period Enforceable Obligations (A+E):	\$ 675,969	\$ 270,990	\$ 946,959

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
certify that the above is a true and accurate Recognized Obligation
Payment Schedule for the above named successor agency.

NameTitle

/s/

SignatureDate

Porterville Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail																						
July 1, 2019 through June 30, 2020																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	19-20A (July - December)					19-20A Total	19-20B (January - June)					19-20B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$ 11,987,688		\$ 946,959	\$ 0	\$ 397,145	\$ 0	\$ 278,824	\$ 0	\$ 675,969	\$ 0	\$ 20,000	\$ 0	\$ 250,990	\$ 0	\$ 270,990
10	Loan for Formation of Area	City/County Loan (Prior	4/7/1981	6/30/2019	City of Porterville	Loan repayment pursuant to HSC	Project Area No. 1	0	N	\$ -						\$ -						\$ -
11	Loan for Repayment to County	City/County Loan (Prior 06/28/11), Cash exchange	5/1/2007	6/30/2040	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).	Project Area No. 1 as Amended		N	\$ -						\$ -						\$ -
12	Loan for Parking Lot Improvements - Storm Drain	City/County Loan (Prior 06/28/11), 3rd party agmt- infrastructure	11/12/1997	6/30/2040	Risk Management	Loan repayment pursuant to HSC section 34191.4 (b).	Project Area No. 1 as Amended	90,938	N	\$ 90,938		61,104		29,834		\$ 90,938						\$
13	Loan for Reconstruction of Parking Lot - Hockett Street	City/County Loan (Prior 06/28/11), 3rd party agmt- infrastructure	6/19/2007	6/30/2040	Risk Management	Loan repayment pursuant to HSC section 34191.4 (b).	Project Area No. 1 as Amended		N	\$ -						\$ -						\$ -
14	Loan for Amendment of the Boundaries of Project Area No. 1	City/County Loan (Prior 06/28/11), Cash exchange	8/17/2010	6/30/2040	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).	Project Area No. 1 as Amended		N	\$ -						\$ -						\$ -
15	Successor Agency Administration	Admin Costs	1/1/2015	6/30/2040	City of Porterville	Agency Administration cost.	Project Area No. 1 as Amended	840,000	N	\$ 40,000		20,000				\$ 20,000		20,000				\$ 20,000
16	Porterville Hotel Project	OPA/DDA/Construction	9/16/2008	6/30/2018	various	Acquisition of property and demolition and clearing of the site	Project Area No. 1 as Amended		N	\$ -						\$ -						\$ -
21	Tax Allocation Refunding Bonds, Series 2016A	Refunding Bonds Issued After 6/27/12	12/1/2016	6/1/2040	U.S. Bank National Association	Issuance of tax allocation refunding bonds to refund the 2008 bonds		6,935,334	N	\$ 319,918				159,959		\$ 159,959				159,959		\$ 159,959
22	Taxable Tax Allocation Refunding Bonds, Series 2016B	Refunding Bonds Issued After 6/27/12	12/1/2016	6/1/2040	U.S. Bank National Association	Issuance of taxable tax allocation refunding bonds to refund the 2008 bonds		3,641,875	N	\$ 167,062				83,531		\$ 83,531				83,531		\$ 83,531
23	Trustee Fees	Fees	12/1/2016	6/30/2040	U.S. Bank National Association	Trustee fees in relation to the Series 2016A and 2016B bonds		73,500	N	\$ 3,500				1,750		\$ 1,750				1,750		\$ 1,750
24	Continuing Disclosure Services and Dissemination Agent Fees	Fees	12/1/2016	6/30/2040	Willdan Financial Services	Professional fees in connection with continuing disclosure services and dissemination of information required by the Indenture of Trust		52,500	N	\$ 2,000						\$ -				2,000		\$ 2,000
25	Arbitrage Fees	Fees	12/1/2016	6/30/2040	Arbitrage Compliance Specialists, Inc.	Professional fees for the calculation of arbitrage in relation to the Series 2016A bonds		37,500	N	\$ 7,500				3,750		\$ 3,750				3,750		\$ 3,750
26	ROPS 16-17 shortfall	Miscellaneous	6/1/2017	6/30/2017	City of Porterville	6/1/17 debt service on the 2016 TARB		316,041	N	\$ 316,041		316,041				\$ 316,041						\$ -
27									N	\$ -						\$ -						\$ -
28									N	\$ -						\$ -						\$ -
29									N	\$ -						\$ -						\$ -
30									N	\$ -						\$ -						\$ -
31									N	\$ -						\$ -						\$ -
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Porterville Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail																						
July 1, 2019 through June 30, 2020																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	19-20A (July - December)					19-20A Total	19-20B (January - June)					19-20B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
84									N	\$ -						\$ -						\$ -
85									N	\$ -						\$ -						\$ -
86									N	\$ -						\$ -						\$ -
87									N	\$ -						\$ -						\$ -
88									N	\$ -						\$ -						\$ -
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93									N	\$ -						\$ -						\$ -
94									N	\$ -						\$ -						\$ -

Porterville Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances
July 1, 2016 through June 30, 2017
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	
	ROPS 16-17 Cash Balances (07/01/16 - 06/30/17)						Comments
1	Beginning Available Cash Balance (Actual 07/01/16) RPTTF amount should exclude "A" period distribution amount						
		775,736		18,850	38,808	300,748	
2	Revenue/Income (Actual 06/30/17) RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller						
		796			5,866	768,682	
3	Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17)						
		685,787			321,907	391,169	
4	Retention of Available Cash Balance (Actual 06/30/17) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						Reserve balance of \$18,850 obligated in ROPS18-19. Other funds balance: \$10,570 obligated in ROPS 17-18 and \$28,238 in ROPS 18-19. RPTTF of \$261,117 received in May 2018 for ROPS 18-19A.
		26,483		18,850	38,808	261,117	
5	ROPS 16-17 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC	No entry required					
						387,041	
6	Ending Actual Available Cash Balance (06/30/17) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)						
		\$ 64,262	\$ 0	\$ 0	\$ (316,041)	\$ 30,103	

Porterville Recognized Obligation Payment Schedule (ROPS 19-20) - Notes July 1, 2019 through June 30, 2020

[illegible]