



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 5, 2019, 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 S. C Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 1700 S. Newcomb Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Teddy G and Linda G Bastian. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 53 N. Main Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Cornerstone Main Partners, L.P. Under Negotiation: Terms and Price.

4 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 253-050-089 and 253-050-093. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and James Gregory Shelton. Under Negotiation: Terms and Price.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: GEICO Insurance A/S/O Somphone Khamninh. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.95 – Liability Claim: Claimant: Liberty Mutual Insurance A/S/O The Lunch Box dba LB North. Agency claimed against: City of Porterville.

7 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two (2) cases in which facts are not yet known to potential plaintiff.

8 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Mayor Martha A. Flores
Invocation

PRESENTATIONS

Employee of the Month - Tony Arellano

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - January 16, 2019
2. Tulare County Economic Development Corp. (TCEDC) - January 23, 2019
3. Tulare County City Selection Committee - January 28, 2019
4. Tulare County Association of Governments (TCAG) - January 28, 2019
5. Cannabis Ad Hoc Committee - January 9, 2019
6. Council of Cities - January 16, 2019
7. New Mayors & Council Members Academy - January 30-February 1, 2019
8. San Joaquin Valley Air Pollution Control District Governing Board - January 17, 2019

REPORTS

- I. Staff Informational Reports
 1. Golf Course 2nd Quarter Report - FY 2018/19
 2. OHV Park 2nd Quarter Report - FY 2018/19
 3. Building Permit Activity 2nd Quarter Report - FY 2018/19
 4. Street Performance Measure 2nd Quarter Report - FY 2018/19
 5. Code Enforcement 2nd Quarter Report - FY 2018/19
 6. Report on Charitable Car Washes - 2018 Calendar Year
 7. City Commissions and Committee Attendance - 2nd Quarter Report FY 2018/19
 8. Progress Report - CA State Water Resources Control Board Grant Application for the Provision of Water to Akin Water Company - Phase 2

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 27, 2018

Re: Considering approval of the draft minutes of November 27, 2018.

2. Purchase of Firearms

Re: Considering approval to purchase nine (9) Colt M4, .223 caliber rifles from PROFORCE Law Enforcement for \$8,887.84.

3. Authorization to Purchase Specialized Equipment - Polymer Feed System

Re: Considering approval to purchase a new polymer mixing system for the dewatering operation at the Wastewater Treatment Facility from VeloDyne for a do not exceed amount of \$19,004.37.

4. Approve the Purchase of Fourteen Passenger Shelters and Four LED Solar-Powered Shelter Kits

Re: Considering approval of the purchase of fourteen (14) passenger shelters and four (4) solar LED kits from Tolar Manufacturing Company in the amount of \$120,166.94.

5. Approve the Purchase of Six On-Board Security Camera Systems

Re: Considering approval to purchase six (6) on-board security camera systems from Apollo Video Technology for \$54,969.61 using GSA's Cooperative Purchasing Program.

6. Award of Contract - Well No. 37 Project

Re: Considering award of contract in the amount of \$745,480 to Zim Industries, Inc. for the project consisting of the drilling of a well to be located at the southeast corner of Summit Estates Two Subdivision (Smee Homes, Inc.); and authorizing \$121,097 for construction management, contingency, and surveying services.

7. Authorization to Advertise For Proposals - Revenue Sharing Transit Advertising

Re: Considering approval to issue requests for proposals for revenue sharing transit advertising.

8. **Community Clean-Up Events**
Re: Considering approval of "Spring Clean-Up Day" and "Fall Clean-Up Day" to be held on April 13, 2019, and October 19, 2019, respectively.
9. **Reimbursement for the Construction of Redwood Street Water Master Plan Improvements - Burton School District new 6-8 Middle School at the Northeast corner of Thurman Avenue and Redwood Street**
Re: Considering acceptance of the water master plan improvements related to the new Burton 6-8 middle school for maintenance; and authorizing reimbursement of \$300,778.33 to Burton School District pursuant to Section 25-32.3 of the City of Porterville Municipal Code.
10. **Status Report - Developer Impact Fees**
Re: Acceptance of the Status Report on Developer Impact Fees for the Fiscal Year ended June 30, 2018.
11. **Quarterly Portfolio Summary**
Re: Acceptance of a report reflecting the investment portfolio of the City of Porterville as of December 31, 2018.
12. **Financial Status Reports**
Re: Acceptance of the financial status reports for the quarter ending December 31, 2018.
13. **Request for Proclamation - Teen Dating Violence Awareness & Prevention Month - February 2019**
Re: Consideration of a request to proclaim the month of February 2019, as "Teen Dating Violence Awareness and Prevention Month."
14. **Approval for Community Civic Event - Boys and Girls Clubs of Tulare County, Inc. - Love our Kids 5K Fun Run - March 9, 2019**
Re: Considering approval of an event to take place around the perimeter of Veteran's Park, on Saturday, March 9, 2019, from 7:30 a.m. to 1:30 p.m.
15. **Status and Review of Declaration of Local Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible

PUBLIC HEARINGS

- 16. Conditional Use Permit for a Type 21 Off-Sale General License in Conjunction with Al's Mini Mart**
Re: Consideration of a resolution approving Conditional Use Permit (PRC 2018-054-C) to allow for the sale of alcohol under a Type 21 Off-Sale alcohol license in association with existing convenience store, and to legally establish pre-existing non-conforming uses at 943 W. Westfield.
- 17. Modification No. 1 to Conditional Use Permit 8-74 for the New Porterville Rescue Mission**
Re: Consideration of Modification No. 1 to Conditional Use Permit 8-74 (PRC 2018-041-C) to allow for a Social Services Facility for the New Porterville Rescue Mission located at 30 S. A Street.
- 18. Rentable Park Area Fees**
Re: Consideration of a resolution approving rentable park area fees of \$35/day for all uncovered rentable picnic areas and \$45/day for all covered pavilions.

SCHEDULED MATTERS

- 19. Consideration of Homeless Emergency Aid Program Funding Opportunities for Warming Center**
Re: Consideration of Homeless Emergency Aid Program funding available for operation of a warming center at 287 N. Hockett Street.
- 20. Consideration of Modification to Municipal Code Chapter 15, Article IX: Massage Businesses and Practitioners**
Re: Consideration of modification to the Municipal Code regarding requirements for massage businesses and practitioners.

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 February 19, 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 – FEBRUARY 5, 2019

SUBJECT: 5. Cannabis Ad Hoc Committee - January 9, 2019

SOURCE: City Manager's Office

COMMENT: At its meeting on October 16, 2018, the City Council considered recommendations from the Cannabis Ad Hoc Committee (comprised then of Council Member Hamilton and Reyes), which included several types of license activities. After considering the Ad Hoc Committee's recommendations, the Council took no action toward amending the City's current Ordinance that prohibits commercial cannabis activity, indicating that the Ad Hoc Committee could continue to evaluate allowing a medical-only dispensary.

The November 2018 election saw Council Member Peñaloza elected, who was subsequently appointed by the Council to the Ad Hoc Committee to replace former Council Member Hamilton.

The Ad Hoc Committee met on January 9, 2018, during which the Committee members reviewed the prior recommendations of the Committee, as well as the subsequent direction of the Council. The Committee discussed several recent legal developments in regards to cannabis, including the voters of the City of Lindsay joining the Cities of Farmersville and Woodlake in allowing commercial cannabis activity, as well as the State permitting the mobile delivery of adult-use cannabis into jurisdictions with prohibitions. Given the presence of an existing adult-use dispensaries in both Goshen and Woodlake, the Committee determined that it would next coordinate a visit to the Woodlake dispensary, including meeting with the dispensary operators and local city officials in regards to the development, permitting, and operation of the dispensary. Given conflicting schedules of the Committee, the date of the site visit has not yet been finalized.

RECOMMENDATION: Information only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: 1. Golf Course 2nd Quarter Report - FY 2018/19

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the Second Quarter FY 2018/19.

RECOMMENDATION: Information only

ATTACHMENTS: 1. 2nd Q Golf Stats

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Oct-17	Oct-18	Nov-17	Nov-18	Dec-17	Dec-18
Golfers	1502	1891	1441	1266	1613	1349
Repeat 9/Twilight	453	1047	432	746	479	634
Tickets Used	641	633	578	388	571	465
Passes Sold	50	57	37	17	37	24
Carts	637	1048	639	778	652	727
Total	\$13,589.00	\$17,051.00	\$13,740.00	\$10,537.00	\$14,601.00	\$11,228.00

FOOTGOLF

	Oct-17	Oct-18	Nov-17	Nov-18	Dec-17	Dec-18
18-hole adult	0	0	0	0	0	0
18-hole youth	0	0	0	0	0	0
Cart rental	0	0	0	0	0	0
Ball rental	0	0	0	0	0	0
Party	0	0	0	0	0	0
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

GRAND TOTAL	\$13,589.00	\$17,051.00	\$13,740.00	\$10,537.00	\$14,601.00	\$11,228.00
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November- Military Appreciation Month=30 participated

December- Kids play free.



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: 2. OHV Park 2nd Quarter Report - FY 2018/19

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville OHV Park for information purposes. The report reflects the Second Quarter FY 2018/19.

RECOMMENDATION: Information only

ATTACHMENTS: 1. 2nd Quarter OHV Stats 2018-2019

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Oct-17	Oct-18	Nov-17	Nov-18	Dec-17	Dec-18
Riders	71	163	166	310	211	155
Revenue	\$1,402.00	\$3,044.00	\$2,933.00	\$4,350.00	\$3,442.00	\$3,074.00



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: 3. Building Permit Activity 2nd Quarter Report - FY 2018/19

SOURCE: Public Works

COMMENT: Building Permit Activity – 2nd Quarter Report (October, November, December)

The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of October, November, and December 2018. The two main categories include new residential permits issued and new commercial permits issued.

2nd Quarter of FY 2018/2019 compared to 2nd Quarter of FY 2017/2018

New residential permits issued during the 2nd quarter of 2018 (16) are down 11.11% from the 2nd quarter of 2017 (18). Two (2) commercial permits were issued during the 2nd quarter of 2018, which is an increase of 100% from the same period last fiscal year when one (1) new commercial permit was issued.

Year-to-Date (July 2018 to December 2018)

New residential permits issued this fiscal year (29) are up 3.57% as compared to the same period last fiscal year (28). The number of new commercial permits issued this fiscal year (2) shows no change from the same period last fiscal year when two (2) new commercial permits were issued.

RECOMMENDATION: Informational item

ATTACHMENTS:

1. Building Activity - October 2018
2. Building Activity - November 2018
3. Building Activity - December 2018

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2017 - 10/31/2017 AND
7/1/2018 - 10/31/2018**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	OCTOBER 2018	OCTOBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2018	OCTOBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2018	OCTOBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	6	5	19	15	1,657,835	1,179,557	4,945,799	4,115,656	17,359	10,928	48,500	40,169
NEW COMM	1	1	1	2	2,200,000	225,000	2,200,000	2,625,000	8,997	4,632	8,997	15,596
RESID IMPROV	19	12	67	50	159,810	78,500	597,037	771,528	6,704	4,049	24,134	17,532
COMM RESID	7	5	24	20	1,494,600	355,000	3,453,549	1,039,041	19,387	6,260	50,180	17,727
OTHER	29	27	95	120	543,522	269,652	1,274,318	1,212,859	6,389	4,992	19,092	23,085
ELECT	36	20	106	78	602,691	295,828	1,599,868	1,046,199	7,034	3,955	20,134	14,520
PLUMB	57	31	209	152	0	0	16,900	25,600	6,831	4,214	28,868	23,076
TOTALS	155	101	521	437	6,658,458	2,403,537	14,087,471	10,835,883	72,702	39,030	199,905	151,704

	NEW DWELLING UNITS TOTALS			
	OCTOBER 2018	OCTOBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	4	5	17	15
MULTI FAMILY	4	0	4	0
TOTAL	8	5	21	15



 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2017 - 11/30/2017 AND
7/1/2018 - 11/30/2018

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	NOVEMBER 2018	NOVEMBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2018	NOVEMBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2018	NOVEMBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	5	4	24	19	1,013,783	530,703	5,959,582	4,646,359	9,739	9,138	58,239	49,307
NEW COMM	1	0	2	2	100,000	0	2,300,000	2,625,000	4,265	0	13,262	15,596
RESID IMPROV	17	9	84	59	425,655	145,188	1,022,692	916,716	9,536	2,195	33,670	19,727
COMM RESID	6	4	30	24	721,000	397,000	4,174,549	1,436,041	8,887	7,014	59,067	24,741
OTHER	20	20	115	140	335,424	176,150	1,609,742	1,389,009	4,232	3,758	23,324	26,843
ELECT	21	27	127	105	316,849	563,402	1,916,717	1,609,601	3,997	5,111	24,131	19,631
PLUMB	60	31	269	183	0	0	16,900	25,600	7,760	4,364	36,628	27,440
TOTALS	130	95	651	532	2,912,711	1,812,443	17,000,182	12,648,326	48,416	31,580	248,321	183,284

	NEW DWELLING UNITS TOTALS			
	NOVEMBER 2018	NOVEMBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	5	4	22	19
MULTI FAMILY	0	0	4	0
TOTAL	5	4	26	19


 CHIEF BUILDING OFFICIAL

**CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2017 - 12/31/2017 AND
7/1/2018 - 12/31/2018**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	DECEMBER 2018	DECEMBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2018	DECEMBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2018	DECEMBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	5	9	29	28	1,056,625	2,068,081	7,016,207	6,714,440	10,279	22,081	68,519	71,387
NEW COMM	0	0	2	2	0	0	2,300,000	2,625,000	0	0	13,262	15,596
RESID IMPROV	22	11	106	70	184,377	146,870	1,207,069	1,063,586	6,611	4,396	40,281	24,123
COMM RESID	5	8	35	32	361,500	178,650	4,536,049	1,614,691	3,629	7,951	62,696	32,692
OTHER	16	19	131	159	122,700	286,591	1,732,442	1,675,600	2,777	4,095	26,101	30,938
ELECT	16	14	143	119	203,351	253,925	2,120,068	1,863,526	3,187	2,596	27,318	22,227
PLUMB	44	39	313	222	0	0	16,900	25,600	6,575	5,191	43,203	32,631
TOTALS	108	100	759	632	1,928,553	2,934,117	18,928,735	15,582,443	33,059	46,310	281,380	229,594

	NEW DWELLING UNITS TOTALS			
	DECEMBER 2018	DECEMBER 2017	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	5	9	27	28
MULTI FAMILY	0	0	4	0
TOTAL	5	9	31	28



CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: 4. Street Performance Measure 2nd Quarter Report - FY 2018/19

SOURCE: Public Works

COMMENT: The purpose of this staff report is to provide Council with an update on progress made on street reconstruction/rehabilitation, overlay, micro-surfacing, and pothole repair efforts for the 2nd quarter (October, November, December) of FY 2018/2019. For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews have focused on potholes as the temperatures during the reporting period is not conducive to the local road overlay program. The major reconstruction of Henderson Avenue from Indiana Street to Jaye Street is still in bidding phase due to amendments to the design. The first phase of the Plano Street Micro-Surfacing Project between Vandalia Avenue and Henderson Avenue has been under construction throughout this reporting period, with 100% of the dig out and repairs completed. Removal and replacement of water mains, structural repairs, curb returns and other related improvements are complete. Micro-Surfacing of Plano Street, second phase, will follow shortly after the completion of the first phase. The Barn Theater parking lot will be repaired and resurfaced as part of both phases of this project as well. Orange Avenue from Main Street to Plano Street and Henderson Avenue from Newcomb Street to Patsy Street are this year's SB1 projects and completed during this reporting period.

Other projects slated for this fiscal year are: 1) Henderson Avenue from Second Street to Plano Street; 2) Henderson Avenue from Balmaine Drive to Patsy Street; and 3) Newcomb Street from Olive Avenue to Morton Avenue, all of which are in the conceptual/preliminary design stage.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Street Performance 2nd Quarter Report
2. Street Performance 1st Quarter Report

Appropriated/Funded:

Review By:

Department Director:

Mike

Final Approver: John Lollis, City Manager

2nd QUARTER REPORT - October 1, 2018 - December 31, 2018

1st QUARTER REPORT - July 1, 2018 - September 30, 2018



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: 5. Code Enforcement 2nd Quarter Report - FY 2018/19

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between October 1 and December 31, 2018. During this 2nd quarter of fiscal year 2018/2019, each Department of the City contributed toward recording 738 code enforcement issues. Of these, 583 were corrected and 155 were continued into the 3rd quarter of 2018/2019 for additional corrective action. The Code Enforcement Division issued 80 Administrative Citations.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Code Enforcement FY 18-19 Q2

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 2, FY 18-19

Q4 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	13	11	84.62%
Animals- agricultural animals	2	2	100.00%
Animals- barking dogs	8	7	87.50%
Animals- keeping too many or unauthorized species	1	1	100.00%
Animals- roosters	6	4	66.67%
Anonymous Crime Tip	1	1	100.00%
Building Department/ Permits	14	4	28.57%
Business License Inquiries	5	4	80.00%
Can Replacement / Repair	5	5	100.00%
CEO, Building permit check	4	3	75.00%
CEO, Business License	2	1	50.00%
CEO, Shopping Carts	123	123	100.00%
CEO, Sign Removal	41	41	100.00%
Code Enforcement, General	13	9	69.23%
Community Development, General or MULTIPLE violations	7	2	28.57%
Engineering	21	3	14.29%
Fences and freestanding walls	1	0	0.00%
Fire Hazard	2	1	50.00%
Garbage Collection/ Illegal Dumping	17	3	17.65%
Health Hazard	4	2	50.00%
Itinerant Vendor, Solicitor, Peddler	9	9	100.00%
Landscaping/trees- private property	8	1	12.50%
Meter Request	57	16	28.07%
Neglected property/trash & debris	11	4	36.36%
Outdoor Storage	3	2	66.67%
Parking Issue	1	1	100.00%
Parks	7	6	85.71%
Police/ Traffic Enforcement	23	22	95.65%
Potholes	17	16	94.12%
Report Leak	14	14	100.00%
Sheds or second units	1	0	0.00%
Sidewalk Condition	4	0	0.00%
Signs- other	1	0	0.00%
Stop Light Issue	3	3	100.00%
Street Light Issue	8	6	75.00%
Street Sweeping	3	3	100.00%
Transit Department	1	0	0.00%
Vehicles- inoperable vehicles	23	12	52.17%
Vehicles- Parked on lawn	1	0	0.00%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	28	51			\$7,900
\$200	10	13			\$4,600
\$500	16	16			\$16,000
\$1,000	10	0			\$10,000
\$1,500	26	0			\$39,000
FY 18-19 Total Assesment					\$77,500

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	180	302			482
Disposed (Lbs.)	1900	0			1900

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	43	47			90
Certified Voluntary Abatement	2	1			3
Towed	3	3			6
Total Vehicles Abated	48	51			99

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	14	6			20
Completed by Owner	824	6			830
Assigned to Contractor (private)	3	1			4
Assigned to Contractor (city owned)	0	0			0
Completed by Contractor	3	1			4
Admin Citations	12	1			13

Code Enforcement Report, Quarter 2, FY 18-19

Vehicles- RVs/boats/etc	16	6	37.50%
Water Waste	6	6	100.00%
Water Waste Admin Cite	71	71	100.00%
Water Waste NOV	152	152	100.00%
Weed Abatement	6	4	66.67%
Yard Sales, Frequent	2	2	100.00%
Q2 Total	738	583	79.00%



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: 6. Report on Charitable Car Washes - 2018 Calendar Year

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four car washes by a charitable organization in a calendar year. For the period of January 1 to December 31, 2018, the following car washes occurred within the City.

Date	Name of Organization	Location of Car wash
10-20-18	Porterville High School	Porterville High School - 465 W. Olive

RECOMMENDATION: Information only.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: 7. City Commissions and Committee Attendance - 2nd Quarter Report FY 2018/19

SOURCE: Administrative Services

COMMENT: Staff herein provides for Council's information attendance reports as of the second quarter FY 2018/19 for the following City Commissions and Committees:

- Parks & Leisure Services Commission
- Library & Literacy Commission
- Arts Commission
- Animal Control Commission
- Transactions & Use Tax Oversight Committee
- CDBG Advisory & Housing Opportunity Committee

RECOMMENDATION: For information only.

ATTACHMENTS:

1. Parks & Leisure Services Commission
2. Library & Literacy Commission
3. Arts Commission
4. Animal Control Commission
5. Transactions & Use Tax Oversight Committee (TUTOC)
6. CDBG Citizens' Advisory

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

Parks & Leisure Services Commissioner's Record of Attendance

	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2019	2019
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
	5	2	6	4	1	6						
Rocco Calantone	**	**	E	P	P	P						
Richard Rankin	**	**	P	P	P	E						
Rachel Lucero	**	**	A	A	P	A						
Carrol Land	**	**	P	P	A	P						
Phillip Duncan	**	**	P	P	P	P						
Diane Graybehl	**	**	P	P	P	P						
Kieran Daly	**	**	E	P	E	E						
Janet Uresti	**	**	P	P	E	E						

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

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

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

LIBRARY & LITERACY COMMISSION - Attendance Record

As of: December 31, 2018

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

 = Summer Hiatus

	2018 May 8	2018 June	2018 July	2018 Aug 14	2018 Sept 11	2018 Oct 9	2018 Nov 13	2018 Dec 11	2019 Jan 17	2019 Feb 12	
Catherine May	P			P	P	P	P	P			
Allan Bailey	P			P	P	P	P	P			
Esther Figueroa	P			P	E	E	P	P			
Tamara Bishop-Mitchell	P			P	P	P	P	P			
Edith La Vonne	P			P	P	P	E	P			
Jennifer Biagio	E			E	E	E	E	P			
Patience Christenson	P			E	E	E	P	E			

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

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

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

**Arts Commission
Attendance Records**

As of: December 31, 2018

	2018 23-May	2018 27-Jun	2018 11-Jul	2018 25-Jul	2018 22-Aug	2018 26-Sep	2018 24-Oct	2018 28-Nov	
Donna Serna	*	A	P	A	*	*	A	P	
Mariza Serrano	*	P	P	P	*	*	P		
Dalia Gonzalez	*	A	A	A	*	*			
Nilsa Cubiascanas	*	P	P	A	*	*			
Kyree Perkins	*	P	A	P	*	*	P	A	
Emily Luna	*	P	A	P	*	*	P	P	
Diego Monterrubio								A	
West Maas								P	

* No meeting due to lack of quorum.

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

* No meeting due to lack of quorum.

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

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

* No meeting due to lack of quorum.

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

* No meeting due to lack of quorum.

**Animal Control Commission
Attendance Records**

As of: December 30, 2018

	2018 9-Apr	2018 14-May	2018 11-Jun	2018 9-Jul	2018 20-Aug	2018 10-Sep	2018 8-Oct	Notes:
Daniel Penaloza	*	*	*	*	P	*	P	
Florenza Pizanis	*	*	*	*	P	*	P	
Valerie Simonich	*	*	*	*	P	*	P	
Jerry Hall	*	*	*	*	P	*	P	

*Meeting cancelled due to lack of quorum.

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

*Meeting cancelled due to lack of quorum.

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

*Meeting cancelled due to lack of quorum.

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

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

*Meeting cancelled due to lack of quorum.

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

As of: December 31, 2018

	2018 13-Nov	2019	2019	2019	2019	2019	2019	
John Simonich	A							
Margaret Stinson	P							
Russell "Buck" Fletcher	P							
John Angell	A							
Mike Boudreaux Sr.	A							
Virginia Gurrola	P							
John Billiou	P							
Jerry Hall	P							
Janice Kovars	P							
Shawn Byars	P							

	2017 28-Feb	2017 23-May	2017 29-Aug	2017 14-Nov	2018 Feb 13*	2018 10-May	2018 28-Aug	
John Simonich	P	A	A	P	P	A	P	
Margaret Stinson	P	P	P	P	A	P	P	
Kathleen "Kat" Harris	P	P	P	P	A	P	P	
Russell "Buck" Fletcher	P	A	P	A	A	P	P	
Titus Moore								<i>Resigned</i>
Richard Stadtherr								<i>Appointment rescinded 2/21</i>
John Angell	P	P	A	P	A	P	P	<i>Appointed 2/7</i>
Mike Boudreaux Sr.	P	P	P	P	P	P	A	<i>Appointed 2/7</i>
Jerry Claborn	P	P	P	P	P	P		<i>Term ended</i>
Virginia Gurrola	P	P	P	P	P	P	P	<i>Appointed 2/21</i>
John Billiou			A	A	A	A	P	<i>Appointed 7/17</i>
Jerry Hall							P	<i>Appointed 7/18</i>
Janice Kovars							P	<i>Appointed 7/18</i>

* No meeting was held due to lack of quorum.

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

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

** No meeting held due to lack of quorum.

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

As of: December 31, 2018

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

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

This Committee typically meets on an annual basis in March.



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: 8. Progress Report - CA State Water Resources Control Board Grant Application for the Provision of Water to Akin Water Company - Phase 2

SOURCE: Public Works

COMMENT: The Akin Water Company is a small, privately owned water company. The area served by the water company encompasses twenty-three (23) parcels, and according to the applicant, twenty (20) homes are within the water company service boundary. The properties served by Akin Water Company are generally located south of Lincoln Avenue between Fourth Street and west of Plano Street. The water well owned and operated by the Akin Water Company, which serves the area, has tested above the recently revised maximum contaminate level allowed for nitrates by the California Department of Public Health (CDPH).

Staff, with the assistance of Self-Help Enterprises, Inc. and NV5 consulting firm, have completed the construction documents and CEQA process during the first phase of the California State Water Resources Control Board (Water Board) Planning Grant process. Self-Help, with the assistance of NV5 and the City's consultant, Dee Jaspar and Associates, completed the grant application for the second phase of the Akin Water Company consolidation project. On April 18, 2018, City Council approved state mandated Resolutions and Self-Help Enterprises officially delivered the second phase application to the Water Board shortly thereafter. Since that time, staff has reached out to the Water Board to inquire about the status of the application with no real progress or indication of approval. City and Water Board's staff mutually agreed to hold a conference call on December 18, 2018. During this conference call, staff was informed that the grant application would not be approved with a municipal water well component. However, the Water Board would finance the infrastructure needed to individually meter each property within the Akin Water Company service boundaries. The position of the Water Board is contrary to both written agreements and CDPH staff commitments to fund both a municipal water well and the internal infrastructure, which is based upon the capacity requirement for the Akin Water Company being minimal and that this water company shall be considered part of the water capacity needs subsequently negotiated for the East Porterville Water Supply project. It should be noted that the Central Mutual Water Company, not Akin Water Company Consolidation project, was a part of the water capacity analysis for the East Porterville Water Supply Project.

Staff presented three potential options to the Council during the January 15, 2019 City Council meeting. The potential options to consider were:

1. Request that the Water Board honor the original agreement;

2. Request that the Water Board execute the Akin Water Company Consolidation Construction application, including the municipal water well, and the City finance one of the wells associated with the East Porterville Water Supply Project; or
3. Continue with the East Porterville Water Supply Project, related to the additional capacity needs, and the City finance the municipal well as planned for the Akin Water Consolidation Project.

During the meeting of January 15, 2019, City Council directed staff to meet with Water Board's staff to discuss the viability of both Options 1 and 2. A conference call was held on January 30, 2019 with Mayor Flores, Council Member Stowe, City staff, Water Board's staff, and Mr. Justin Turner (Chief of Staff for Assemblyman Devin Mathis), all attending the call. The Water Board's staff expressed that it could not support maintaining the original agreement due to regulations, but could support Option No. 2 and will be providing a letter to that effect, essentially documenting the conversation. Staff will present the letter to the Council for review, consideration and consideration of approval. Should Council approve the letter of commitment from the Water Board, staff will then be tasked with modifying the scope of the Akin Water Company consolidation application, and memorializing their commitment to Option No. 2. Upon the Water Board's formal approval of the application, Water Board's staff and City staff will cooperatively work together in creating a funding agreement for Council's consideration for approval.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Locator Map - Akin Water Company

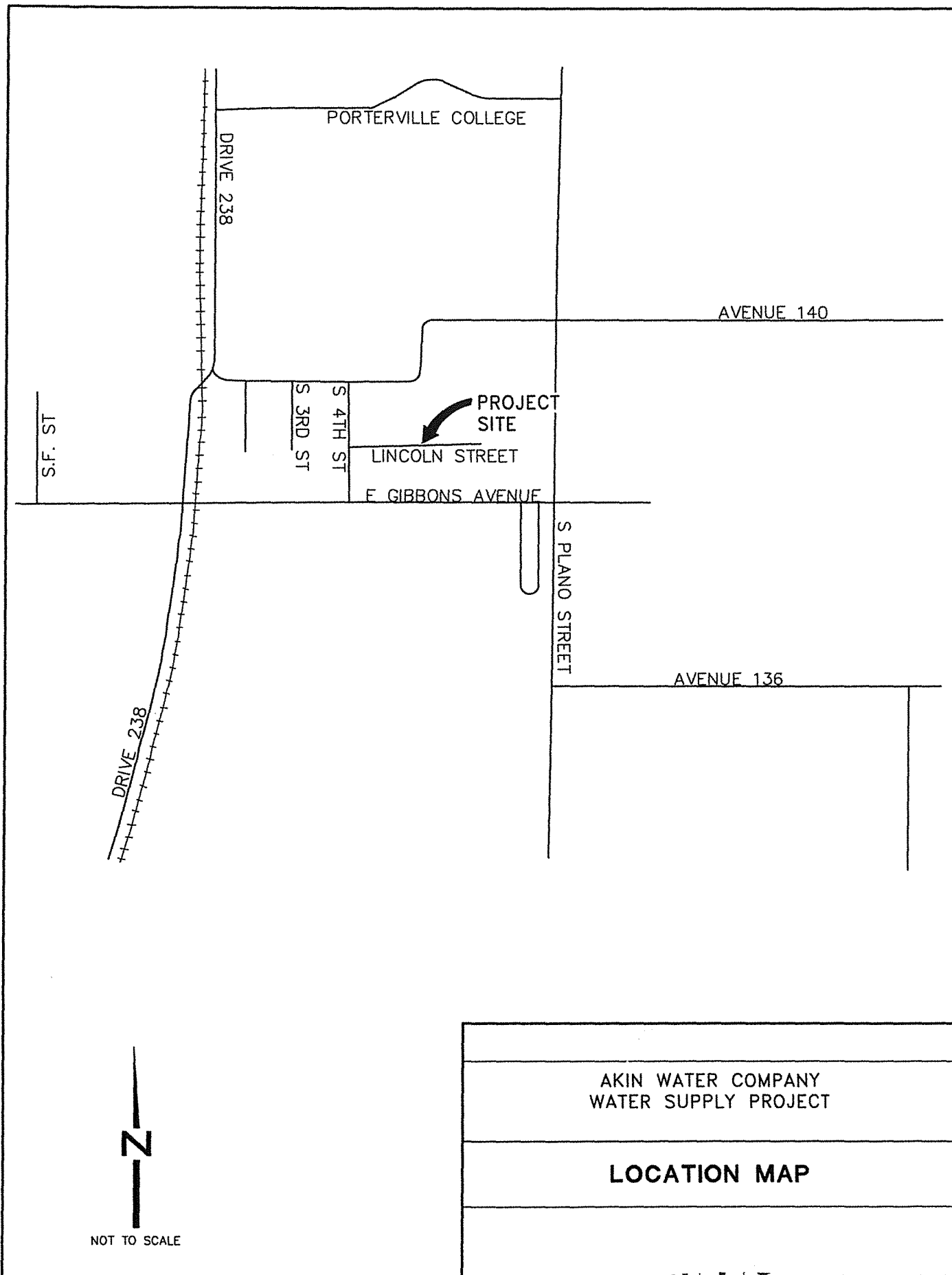
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager





CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: City Council Minutes of November 27, 2018

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of November 27, 2018 for the Council's consideration.

RECOMMENDATION: That the Council approve the draft Minutes of November 27, 2018.

ATTACHMENTS: 1. Draft Minutes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

**MINUTES
SPECIAL CITY COUNCIL MEETING
PORTERVILLE CITY COUNCIL AND TULE RIVER TRIBAL COUNCIL
FIRE STATION NO. 2, 500 N. NEWCOMB STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 27, 2018, 6:00 PM**

Called to Order at 6:03 p.m.

Roll Call

City Council: Mayor Milt Stowe, Vice Mayor Brian Ward, Council Member Cameron Hamilton, Council Member Monte Reyes, Council Member Martha A. Flores

Tribal Council: Chairman Peyron, Vice Chairman Kenneth McDarment, Secretary Wendi Correa, Treasurer Charles Dabney, Sr., Member Heather Teran, Member Priscilla Santos, Member Zachary Janoko, Member Johnny Nieto

Absent: Tribal Council Member Duane Garfield, Sr.

The Pledge of Allegiance was led by Mayor Stowe.

Invocation – a moment of silence was observed.

ORAL COMMUNICATIONS

None

SCHEDULED MATTERS

1. EMERGENCY ITEM - CONSIDERATION OF RESCHEDULING THE PORTERVILLE CHILDREN'S CHRISTMAS PARADE

Recommendation: That the City Council:

1. Approve the Community Civic Event application and agreement submitted by the Porterville Chamber of Commerce and Rotary Club of Porterville, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application;
2. Authorize the temporary suspension of the Fixed Route Transit System from 4:30 p.m. to 7:00 p.m. on November 29, 2018; and
3. Restrict the closure of parking spaces in front of City Hall from 3:00 p.m. to 5:30 p.m., to those at the north end of City Hall along Main Street.

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

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Flores that the City Council approve the Community Civic Event application and agreement submitted by the Porterville Chamber of Commerce and Rotary Club of Porterville, subject to the Restrictions and

Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application; authorize the temporary suspension of the Fixed Route Transit System from 4:30 p.m. to 7:00 p.m. on November 29, 2018; and restrict the closure of parking spaces in front of City Hall from 3:00 p.m. to 5:30 p.m., to those at the north end of City Hall along Main Street.

AYES: Stowe, Ward, Hamilton, Flores
NOES: None
ABSTAIN: Reyes
ABSENT: None

Documentation: M.O. 01-112718

Disposition: Approved

2. DISCUSSION PERTAINING TO THE PROSPECTIVE RELOCATION OF EAGLE MOUNTAIN CASINO

Recommendation: None.

City Manager Lollis began by speaking to the collaborative relationship between the City and the Tribal Council and opportunities for continued collaboration, such as potential community fire response, wastewater tertiary treatment, and airport and community promotion and tourism.

Chairman Peyron spoke of reasons for the proposed casino relocation which included economics, housing, water, education and public safety of the Tribe's members.

Raylene Clower, the Tribe's Gaming Commission Executive Director stated that staff was interested in working on the memorandum of understanding (MOU); and the Tribe's Attorney Stephen Hart spoke of the 151 application process which put the land into trust and the 292 application process which allows for gaming on the property. He then spoke of the importance of getting to work on the MOUs and having them done in the next sixty days.

Chairman Peyron communicated the Tribal Council's willingness to mitigate impacts associated with the casino relocation project, and discussion followed regarding the need to evaluate and refine impact costs, and differentiate them from planned improvements that were not a mitigation of the casino's relocation. He also spoke of payments in lieu of taxes. In response to Chairman Peyron's comments, City Manager Lollis identified the improvements to Westwood Street and Highway 190 as an example of a project that was already programmed.

Ms. Clower reported that the Council had directed staff to move forward in working with the City, and Mr. Lollis announced that the Council would be reorganizing in December and members would be appointed to the Porterville Airport Area Development Authority ad hoc committee.

Discussion took place regarding water, tertiary treatment, and other net gain opportunities, and the proposed project which would include a hotel and meeting areas that could accommodate

conference type events. In response to comments, Chairman Peyron expressed his support for a new fire station, which he stated would increase public safety and employment opportunities.

Members of the Council in turn spoke of the City's collaborative approach and the importance of working together for the betterment of the community, which included the reservation and its residents; and expressed appreciation for the Tribal Council's efforts to date.

Members of the Tribal Council thanked the City and the Council for the meeting and for its support of the project.

ADJOURNMENT

The Council adjourned at 6:58 p.m. to the meeting of December 4, 2018.

Luisa Zavala, Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Purchase of Firearms

SOURCE: Police

COMMENT: The primary weapon of the Porterville Police Department Special Weapons and Tactics Team is the close quarters M4 .223 caliber rifle. This model of rifle has proven durable and reliable throughout its service with the Department. These rifles are critical pieces of basic safety equipment for law enforcement personnel and tactical teams, and are necessary for the protection of the Officers and the community. The Rock River Arms M4 .223 caliber rifle is currently in the Department's inventory including rifles acquired as far back as 2005, which are in service by the Department's Special Weapons and Tactics (SWAT) Team. These rifles were purchased with specially equipped light attachments and fixed sighting systems.

Over the last several months, four (4) of the rifles were taken out of service for major mechanical issues. After having two independent certified rifle armorers examine the weapons, it was discovered the weapons internal parts and barrels were worn out due to extensive range training over the last 12 to 13 years. After an evaluation by Department experts, it was found that all the SWAT team's rifles, with the exception of two (2), were showing serious signs of wear.

Department staff began the process to replace the worn rifle parts and found the cost to repair, installation of new parts, and preventative maintenance of the high wear parts would be comparable in price to the purchase of a new rifle.

In researching various options, it was discovered that a new Colt M4 .223 caliber rifle, with lighting system and digital sighting systems could be purchased for a comparable price. This could be done by utilizing the current Department rifles and forfeited weapons as trade-ins for the new rifles. Trade-ins and law enforcement pricing qualify for lower costs utilizing our current vendor PROFORCE. By utilizing this trade-in method, the cost to provide the necessary upgrades to the Department's tactical rifles are reduced significantly, from approximately \$16,000 to a total cost to the City of \$8,887.84 (including tax).

PROFORCE provided a quote for nine (9) Colt M4 .223 caliber rifles, including lighting systems and digital sight optics. Also included in the quote are the trade-in credit value of nine (9) old rifles. Additionally, PROFORCE will provide trade-in credit value for numerous other weapons in the Department's inventory. These include seven (7) submachine weapons that have been

removed from service for many years yet remained in our possession, as well as seven (7) handguns that had previously been seized by our Department and have been authorized by the court system to have ownership transferred to the Department for disposition.

Based on the above information, the Department is requesting Council approval to purchase these weapons through PROFORCE. Not only has PROFORCE been the vendor for all our rifle purchases, they are the only company which will provide for trade-ins which reduces the purchase price by nearly half.

Funds are available in the Police Department's current operating budget.

RECOMMENDATION: That the City Council:

1. Authorize Department Staff to purchase nine (9) Colt M4 , .223 caliber rifles from PROFORCE Law Enforcement for the amount of \$8,887.84; and
2. Authorize payment upon receipt of the rifles.

ATTACHMENTS: 1. PROFORCE Quote

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



P R I C E Q U O T E	QUOTE#	PAGE
	432592	1
	SHIP DATE A.S.A.P.	

SOLD
TO

CITY OF PORTERVILLE
PURCHASING DIVISION
350 N. D STREET
PORTERVILLE CA 93257

SHIP
TO

PORTERVILLE POLICE DEPARTMENT
SGT RON MOORE
350 N D STREET
PORTERVILLE CA 93257

559-784-4569

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.	
NA	01/08/19	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN		
QTY. QUOTED	ITEM NO./DESC.				UNIT PRICE	UOM DISC.	NET PRICE
1	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED KIMBER ULTRA CARRY II .45 CAL CAMO FINISH ADJUSTABLE REAR SIGHT. 1 - 45 ACP MAGAZINE, GUN IS IN EXCELLENT CONDITION UNKNOWN AGE				225.00-	EA .00	225.00CR
1	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED KIMBER PRO CARRY HD II, .38 CAL, STAINLESS, ADJUSTABLE REAR SIGHT, 1 - MAGAZINE, EXCELLENT CONDITION				300.00-	EA .00	300.00CR
1	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED GLOCK MODEL 22, 40 CAL, BLACK FINISH, NIGHT SIGHTS, ADJUSTABLE REAR SIGHTS, 1 - 10 ROUND MAG, VERY GOOD CONDITION				235.00-	EA .00	235.00CR
1	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED SIG SAUER 1911, .45 CAL, BRONZE FINISH, NIGHT SIGHT W/				350.00-	EA .00	350.00CR
COMMENT							
TERMS							



P R I C E Q U O T E	QUOTE#	PAGE
	432592	2
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NA	01/08/19	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	
QTY. QUOTED	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	ADJUSTABLE REAER SIGHTS, 2 - 8 ROUND MAGS, EXCELLENT CONDITION					
1	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED KAHR CW9, 9MM, BLACK AND STAINLESS FINISH, ADJUSTABLE REAR SIGHT, NO MAGS, VERY GOOD CONDITION			200.00-	EA .00	200.00CR
1	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED SMITH & WESSON M&P 40 CAL, BLACK FINISH, ADJUSTABLE REAR SIGHT, NO MAGS, VERY GOOD CONDITION			180.00-	EA .00	180.00CR
1	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED GLOCK MODEL 42, .380, BLACK FINISH, ADJUSTABLE REAR SIGHT, 1 MAG, EXCELLENT CONDITION			150.00-	EA .00	150.00CR
	COMMENT					
	TERMS					



P R I C E Q U O T E	QUOTE#	PAGE
	432592	3
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JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.	
NA	01/08/19	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN		
QTY. QUOTED	ITEM NO./DESC.				UNIT PRICE	UOM DISC.	NET PRICE
9	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED ROCK RIVER ARMS, MODEL LAR-15 (FULL AUTO) RIFLES, 14.4" BBL, FLAT TOPS WITH EXPANDABLE STOCKS, BLUE STEEL W/ FIXED SIGHTS, GOOD CONDITION, NO OPTICS OR MAGS INCLUDED, 9-13 YEARS OLD. PARTS ONLY!!!! NO RECEIVER				212.50-	EA .00	1,912.50CR
5	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED H&K UMP SUBMACHING GUNS (SEMI, 3 ROUND BURST, AUTO), 9MM, BLUE STEEL W/ 12 - H&K 30-ROUDN MAGS AND FOLDING STOCKS, GOOD CONDITION, 10+, NO OPTICS. **PARTS ONLY, RECEIVER CUT**				340.00-	EA .00	1,700.00CR
2	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED H&K MP-5, 9MM, TELESCOPING STOCKS, RIFLES ARE NOT FUNCTIONING BUT HAVE PARTS. **PARTS ONLY, RECEIVERS CUT**				425.00-	EA .00	850.00CR
		COMMENT					
		TERMS					



P R I C E Q U O T E	QUOTE#	PAGE
	432592	4
	SHIP DATE A.S.A.P.	

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NA	01/08/19	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	
QTY. QUOTED	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
5	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED SUREFIRE M900 RIFLE LIGHTS			70.40-	EA .00	352.00CR
9	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED SUREFIRE M500 RIFLE LIGHTS			70.40-	EA .00	633.60CR
9	R0977 CLT M16A3 DET/H M4 C/STK 14.5 SAFE/SEMI/AUTO			1,062.22	EA .00	9,559.98
1	XFET THIS ITEM FET OUT			.00	EA .00	.00
9	88066 SLI PROTAC HL RAIL MNT LGT BLK 1000LUM			96.92	EA .00	872.28
9	552.A65 EOT M550 MILITARY MODEL HOLOGRAPHIC SIGHT			480.68	EA .00	4,326.12
	COMMENT					
	TERMS					



P R I C E Q U O T E	QUOTE#	PAGE
	432592	5
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NA	01/08/19	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	
QTY. QUOTED	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	ALL CLASS III WEAPONS ARE BID TO BE FULLY TRANSFERRABLE. ALL NECESSARY PAPERWORK MUST ACCOMPANY THE TRANSFER. **PLEASE DO NOT SHIP CLASS III WEAPONS TO PROFORCE LAW ENFORCEMENT. PLEASE CALL 800-367-5855 FOR INSTRUCTIONS.**					
	COMMENT FOR: SGT RON MOORE BY ROYCE VOLKMANN TERMS DUE NET 30 DAYS			SALES AMOUNT 8.250% SALES TAX SUB TOTAL	7,670.28 1,217.56 8,887.84	



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Authorization to Purchase Specialized Equipment - Polymer Feed System

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is requesting authorization to purchase a new polymer mixing system for its dewatering operation. The dewatering operation uses the polymer system to mix the polymer solution and digested sludge to facilitate the release of water in the screw press. The screw press dries the digested solids to greater than 17 percent (17%) and the material is then hauled to the solar drying beds for further drying prior to land application.

The current polymer system was installed in 2016 and uses a diaphragm pump that does not hold up to the demands of the dewatering system. These diaphragm pumps are subject to vapor lock and leaks which require a large amount of maintenance. The pump repair kits are expensive, time-consuming and last about six (6) months before they must be replaced. In the last two years, the polymer pump has been replaced twice due to damage beyond repair.

The new polymer mixing system will use a more robust progressive capacity pump that does not have the problems associated with a diaphragm pump. The progressive cavity pumps require less maintenance, offers better polymer control, and a pump life expectancy of five years. A reduction of overall downtime, polymer cost, and repair costs are expected from the new polymer system.

The WWTF received three (3) quotes for the new polymer mixer system. The quotes are as follows:

VeloDyne - \$15,960

JBH - \$18,090

MTB - \$19,600

VeloDyne has been identified as the lowest bidder, therefore securing the bid for the purchase of a new polymer mixing system. Funding for the purchase of the new system, in the amount not to exceed \$19,004.37, which includes freight, taxes, and a ten percent contingency, will be the 2018-2019 Wastewater Operating Budget.

RECOMMENDATION: That Council:

1. Award the purchase of specialized equipment to VeloDyne for a do not exceed amount of \$19,004.37, which includes freight, taxes and a ten percent contingency;
2. Direct the Finance Director to initiate a Purchase Order to VeloDyne for a do not exceed amount of \$19,004.37, which includes freight, taxes and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to VeloDyne upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Velodyne Quote
2. JBI Quote
3. MTB Quote

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



Proposal

Date of Proposal: 1/22/2019

Proposal #: VR19-1689

Revision:

Proposal For: Porterville, CA

Equipment: VeloBlend Liquid Polymer Activation System

VeloDyne Contact Information:

Sales Manager: Vincent Rada
VeloDyne
Louisville, CO 80027
Phone: (303) 530-3298 (238)
vrada@velodynesystems.com



PROPOSED SCOPE OF SUPPLY

Bid Type: Per customer's request.

VeloDyne is pleased to offer the following proposal for the liquid polymer blending equipment, including options and accessories as indicated below.

QTY.	DESCRIPTION
<u>1</u>	<u>VeloBlend Model VM-5P-1200-E-O-A-1 Liquid Polymer Blending System</u> Polymer Flow Range: 0.25 to 5.0 GPH Dilution Water Flow: 2 to 20 GPM <u>Each unit shall include the following unless otherwise indicated:</u> 1 Polymer Mixing Chamber: A. Series: VeloBlend VM B. Type: Staged Hydro-Mechanical C. Mixer Motor: ½ HP, 90 VDC, 1750 RPM, wash-down duty D. Mixer Shaft Seal: Mechanical with seal flushing assembly E. VeloCheck™ Neat Polymer Check Valve with Quick Release Pin F. Construction: 1. Body: Stainless steel 2. Impeller: Stainless steel 3. Mechanical Seal: Ceramic, Carbon, Stainless steel, Viton 4. Cover: Clear polycarbonate with stainless steel reinforced flange & discharge G. Pressure Rating: 100 psi H. Pressure Relief Valve: Brass
1	Neat Polymer Metering Pump Assembly: A. PVC FNPT union style polymer inlet B. Type: Progressive Cavity type C. Motor: ½ HP, 1750 RPM, 90 VDC, Wash-down duty motor with gear reducer D. Loss of polymer flow sensor E. Metering pump calibration assembly with isolation valves: 500 ml (8 GPH) F. Plumbing: SCH. 80 PVC
1	Dilution Water Inlet Assembly shall be provided, including the following: A. Stainless steel FNPT water inlet connection B. Dilution water ON/OFF solenoid valve C. Control Valve: Manual rate control valve D. Primary dilution water flow meter type: Rotameter E. Low differential pressure alarm switch F. 0-160 psi inlet water pressure gauge (stainless steel, liquid filled) G. Plumbing – SCH. 80 PVC
1	Solution Discharge Assembly: A. Stainless steel FNPT solution discharge connection B. 0-160 psi solution discharge pressure gauge (stainless steel, liquid filled) C. Plumbing – SCH. 80 PVC

- 1 Control Panel:
(Discrete Control Panel)
 - A. Enclosure: NEMA 4X (FRP)
 - B. Power:
 - 1. Required: 120 VAC, 60 Hz., 1 Ph
 - 2. Disconnect: 10' power cord with 120 VAC plug
 - C. Motor controllers:
 - 1. Mixing Chamber
 - 2. Neat polymer metering pump
 - D. Miscellaneous:
 - 1. Control circuit protection
 - 2. Control relays
 - 3. Power supplies
 - 4. Grounding blocks
 - 5. Numbers terminal blocks
 - 6. Wire labels, shrink-tube type
 - E. Certification: None
- (Series E)
 - F. Operator Interface – Discrete Selector Switch
 - 1. System ON / OFF(reset) / REMOTE
 - 2. Ten-Turn Potentiometer – Metering Pump Control
 - 3. One-Turn Potentiometer – Mixer Speed Control
 - G. Status / Alarm Indicators:
 - 1. System Running Indication
 - 2. Main Power ON Indication
 - 3. LED Display Metering Pump Rate
 - 4. Low Water Differential Pressure Alarm
 - 5. Low Polymer Flow Alarm
 - H. Inputs (signals by others):
 - 1. Remote Start / Stop (discrete dry contact)
 - 2. Pacing Signal Based on Process Flow (4-20mA)
 - I. Outputs:
 - 1. System Running (discrete dry contact)
 - 2. System Remote Mode (discrete dry contact)
 - 3. Common Alarm (discrete dry contact)
 - 4. Pump Speed Feedback (4-20mA)
- 1 System Skid:
 - A. Frame: 304 stainless steel, open frame design for access to all components
 - B. Fasteners: 304 SS
 - C. Designed for bolt-down
- 1 Accessories (quantities shown are total for project – provided loose for field installation):
 - A. None Provided

- 1 Engineering & Documentation:
 - A. Submittals for approval (electronic version in PDF & hard copies, if applicable)
 1. Detailed scope of supply
 2. Mechanical drawings (solids models in shaded isometric and wire orthogonal views)
 3. Mechanical component data sheets annotated for specific models, features, etc.
 4. Pump performance curves
 5. Electrical schematics with interconnecting layout
 6. Process & Instrumentation Drawings
 7. Process description
 8. Electrical component data sheets annotated for specific models, features, etc.
 - B. O&M Manuals for approval (electronic version in PDF & hard copies)

- 1 Start-Up / Field Services:
 - A. No Field Services are provided. Consult factory if field services are desired.

Note: a minimum of four (4) weeks' notice required for domestic orders prior to factory services being scheduled

Clarifications:

1. This proposal shall become part of the final purchase order documents.
2. Any equipment or appurtenances not specifically listed in the scope of supply shall be provided by others.
3. VeloDyne has proposed its standard equipment as detailed above, modified only to the extent to meet the intent of the project requirements.
4. Where there are contradictions between project specifications and drawings or omissions, VeloDyne is providing our best interpretation of the intent of the design as detailed in our scope of supply.
5. Unless otherwise indicated above, standard submittals and O&M manuals are included herein.
6. This proposal is based on equipment delivery within one year of date of customer's purchase order.
7. Unless otherwise indicated above, the following are not included in this proposal: Installation. Chemicals. Interconnecting wiring, conduit, piping and valves. Anchor bolts. Field Painting. Taxes. Tariffs. Duties. Bonds.

Commercial Terms Summary (see complete terms & conditions attached):

1. Price Valid For 90 Days
2. Payment Terms: Net 30
3. Freight: FOB factory, full freight allowed
4. *Submittals: 4-6 weeks after acceptance of order
5. *Shipment: 4-6 weeks after acceptance of order or customer's written approval and release for production

** Note: lead times are estimates based on the current engineering and production work load at the time of bid. Actual lead times may vary based on the workloads at the time of order and release for production – consult factory at time for order and release for production to confirm lead times.*

Equipment Price: \$15,460
 Field Services: N/A
 Estimated Freight: \$500

Estimated Total Price: \$15,960

No Sales Tax included.

VELODYNE STANDARD TERMS & CONDITIONS OF SALE

All orders placed with Velocity Dynamics, LLC. d/b/a VeloDyne (the "Company" or "Seller"), if accepted, shall be accepted subject to VeloDyne Standard Terms and Conditions of Sale ("Terms and Conditions") as set forth below and incorporated by reference into the Purchase Contract:

1. **CONTRACT; OFFER AND ACCEPTANCE.** These Terms and Conditions, together with the product descriptions, prices and other terms appearing on the face hereof or in a separate document submitted to you, (collectively, "our Quotation"), as such may result in a final Purchase Contract between us (all such documents collectively referred to as the "Contract"), shall constitute the only terms and conditions of our offer. If our Quotation is submitted in response to an offer made by you, whether your offer is in the form of a request for proposal or otherwise, our Quotation is expressly conditioned on your acceptance of these Terms and Conditions, which are incorporated into any offer, acceptance, response, acknowledgment, invoice, amendment and/or any other document issued by you or the Company in connection with your Order (the "Contract" or "Contract Documents"), and any reference thereto shall include these Terms and Conditions. No waiver, alteration, or modification of these Terms and Conditions shall be valid unless expressly agreed to in writing by the Company. In any event, we object to all additional or conflicting terms and conditions that may appear in your order or other form of acceptance you may submit to us in response to our Quotation. The Company shall supply to Purchaser the equipment and parts (the "Products") in accordance with the design, manufacturing and performance specifications set forth in the Company's Quote and incorporated in the Purchase Contract (including these Terms and Conditions). No representation, promise or warranty of any kind has been made by us except as set forth in the Contract, which conclusively supersedes all prior writings, representations and negotiations with respect thereto. The Company has no obligation to furnish other equipment, materials or services that may be shown in any plans and/or specifications except for those goods actually ordered by you for a project to which the goods ordered herein pertain.

2. **PRICES.** Unless otherwise noted in the Contract, prices are net Ex-Works our facility and firm for 30 days. **Prices do not include:** freight; permitting, licensing and/or export fees; labor charges; storage fees; or taxes. If you require the Company's assistance for installation or set-up, we will invoice you at standard rates (please contact us for current pricing). Regarding taxes as set forth below, you will either (i) pay to the appropriate authority all applicable taxes and other government charges upon the production, sale, shipment or use of the goods and provide us with proof of payment; or (ii) provide us with a tax exemption certificate from the appropriate taxing authorities. You agree to provide us with written proof of payment of taxes (or exemption therefrom) within ninety (90) calendar days of your receipt of the goods. Time is of the essence.

3. **CREDIT AND PAYMENT.** Unless otherwise stated in the Contract, payment terms are net 30 days from the date of our invoice(s). Any payment outstanding beyond sixty (60) calendar days from the date of any Company invoice shall be subject to a late payment charge on the overdue balance in the amount of 1.5% per month calculated on the outstanding payment amount (or such lesser amount as is the maximum rate of interest allowed by law). Purchaser shall be responsible for all reasonable costs (including attorney's fees) incurred by the Company while collecting any delinquent balance. For international shipments, payment terms are cash only (unless otherwise approved in writing by us). The Company may decline to deliver except for cash, or stop goods in transit, should we develop any reasonable doubt as to Purchaser's financial responsibility. Pro-rata payments shall become due with partial shipments. If Purchaser is responsible for any delay in shipment: (a) the Company may treat the date of completion of goods as the date of shipment for purposes of invoice and payment, (b) completed goods shall be held at Purchaser's cost and risk; and (c) Purchaser shall be responsible for reasonable storage and insurance expenses, with storage fees accruing at a rate of two percent (2%) of the Purchase Price per month or \$500 per month, whichever is greater, beginning on the first day of the first calendar month following the date the equipment was scheduled to ship. If retainages are accepted by the Company, the retainage shall be based on an agreed upon percentage of the total

invoice amount. Unless otherwise agreed in writing, (a) retainage will not be held for more than 180 calendar days from the date of shipment and (b) no retainage will be imposed for approval of shop drawings, O&M manuals or any other documentation.

4. **DELIVERY AND ACCEPTANCE OF PRODUCTS; TRANSFER OF TITLE.**

(A) **Products to be Used in the United States.** Seller will deliver Products manufactured and to be used by Purchaser in the United States Ex-Works at our facility ("Shipping Point") Incoterms 2010, or in such other manner as may be mutually agreed to by us and set forth in separate Shipping Terms under the Contract. On all shipments marked "Ex-Works (or EXW) Shipping Point," the Company shall make the Products available to Purchaser at the Company's facility, which shall constitute delivery, and Purchaser shall bear all costs and risks of moving the Products from our facility to Purchaser's destination. Any claim for loss or damages in transit must be entered with the freight carrier and prosecuted by you.

(B) **Products to be Used Outside of the United States.** Seller will deliver all Products to be used by Purchaser outside of the United States "FAS (Free Alongside Ship) Named Port of Shipment" ("Shipping Point") Incoterms 2010, which means the Company will deliver the Products to the designated port, origin point or designated freight forwarder, with Purchaser bearing all costs and risk of loss or damage from the origin point to Purchaser's destination point outside of the United States. Purchaser shall be responsible for payment of all sales and use taxes, or to recover such taxes through appropriate procedures and documentation under applicable law.

(C) **Shipping.** Goods will be boxed or crated as Seller may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing or similar added protection of goods. Routing and manner of shipment will be at Seller's discretion, and may be insured at Purchaser's expense, value to be stated at order price.

(D) **Delivery, Shipment & Installation Dates.** Delivery, shipment and installation dates are estimates only, not guarantees, and unless otherwise specified, are calculated from the date of Seller's receipt of complete technical data and approved drawings as such may be necessary to fulfill the Contract. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly, for delays of third-party vendors, carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any cause beyond our control or causes designated as Acts of God or forced by any court of law, and the estimated delivery date shall be extended accordingly without penalty to the Company. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, liquidated or otherwise, resulting from our failure to perform or delay in performing. Overtime and other expenses incurred to hasten delivery at Purchaser's request shall be added to the quoted prices and charged to and paid for by Purchaser. Shipment of goods ready for delivery can be deferred beyond the date for delivery on with Seller's written consent.

(E) **Delivery Terms.** Seller's obligation to deliver the goods shall be fulfilled when we have delivered the same in good condition to a carrier at the designated Shipping Point. Unless otherwise specified in the Contract, Purchaser shall be charged with and pay for the costs of all transportation, freight, insurance, loading, packaging and handling charges, taxes, duties, fees, storage, and all other charges applicable to the goods. Purchaser shall not be responsible for any taxes based on Seller's income.

(F) **Title / Security.** Title to the goods shall be retained by Seller as a vendor's lien until such goods are paid for in full by the Purchaser, even though risk of loss shall be borne by Purchaser as set forth in paragraphs 4(A) and (B) respectively. Purchaser hereby grants to Seller,

Project: Porterville, CA
Proposal #VR19-1689

Page 5 of 7

Date: 1/22/2019

and Seller hereby reserves, a purchase money security interest in and to the goods sold to Purchaser, together with all proceeds thereof, to secure Purchaser's payment and performance. Purchaser agrees upon Seller's request to do all acts and execute all documents reasonably necessary to assist Purchaser's perfection and maintenance of any such security title and right of possession including, but not limited to, executing and filing documents with the appropriate governmental agency.

(G) **Cancellation and Returned Equipment.** Orders may be canceled or amended only with our written consent, and must be returned within 30 days of Seller's written authorization at Purchaser's cost. If Purchaser returns the goods in the manner required under the previous sentence, and if the returned goods are (i) in substantially the same condition that existed on the date the Seller delivered the Products to you, undamaged; and (ii) not more than 12 months after the original invoice date; the returned goods will, subject to the applicable handling charge, be accepted by the Seller for return. Used or discontinued goods or parts or equipment specially manufactured will not be accepted for credit unless specifically agreed to by the Seller in our sole discretion. Purchaser's sole remedy for returns will be a credit for the purchase price less any handling charges. Returned goods are subject to a minimum of 20% restocking and handling charge. Returns found to be free of material and workmanship defects will be held for 30 days and if Purchaser does not provide the Seller with repair or return instructions, then we will scrap or resell the goods. Purchaser will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any out-going and incoming transportation costs which the Company pays.

(H) **Acceptance by Purchaser.** Purchaser shall conduct any incoming inspection tests on delivered Products within 10 days of delivery, and if delivery is made in multiple shipments, then Purchaser shall conduct incoming inspections of Products within 10 days of receipt of each delivery. In the event of a shortage, damage or discrepancy in any shipment, Purchaser shall promptly give notice to Seller in writing (at such address designated by Seller for such purpose) but in no event later than 30 days of the subject delivery, detailing the exact nature of the shortage, damage or discrepancy and provide such supporting documentation as Seller shall deem necessary and appropriate (i.e., photos, insurance reports, etc.). If such evidence indicates, in Seller's reasonable judgment, that such shortage, damage or discrepancy existed at the time of delivery of the goods to the carrier, Seller will promptly deliver additional or substitute goods to Purchaser; provided, however, that Seller may, in its sole and absolute discretion, require Purchaser to return all damaged goods to the Company prior to delivery of substitute goods. If Purchaser shall fail to timely give Seller such written notice, the goods shall be deemed to conform to the requirements of the Contract, and Purchaser shall be deemed to have accepted the goods and shall pay for the goods in accordance therewith.

(I) **Purchaser's Specifications.** Purchaser shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations or requests provided to the Company by Purchaser or any of its agents are accurate and suitable for Purchaser's purposes. The Company's examination or consideration of any such specifications, drawings, information, advice, recommendations or requests shall not result in any liability on the part of the Company.

5. **TERMINATION.** The Company shall have the right to cancel for default hereunder all or any part of Purchaser's Order. This right of cancellation is in addition to and not in lieu of any other remedies that the Company may have in law or equity.

6. **TAXES & IMPORT-EXPORT CHARGES.**

(A) **Purchaser's Responsibility for Taxes, Reports and Withholding.** Seller shall be responsible for reporting and paying all state and federal income taxes associated with sales of equipment and products to Purchaser under this Contract. However, Purchaser shall be responsible for all liabilities or claims for taxes that any taxing authority having jurisdiction over this Contract may assess or levy relating to the Products or this Contract. Purchaser shall comply with all applicable tax requirements, file all registrations (including all Transaction and Sales Tax registrations) and reports, and take all actions necessary to make

its tax payments (or secure exemptions from or reductions in payments of same). Within 90 days from the date of any payment by Purchaser under Seller's Invoice, Purchaser shall provide Seller with tax receipts (or other proof of payment or written evidence of tax exemption) for all taxes to be paid by Purchaser under this Contract.

(B) **Import and Export Charges.** Purchaser shall be solely responsible for all import and export charges, licenses, permits and any other lawfully payable charge related to the import or export of Products under this Contract.

(C) **Export Controls & Related Regulations.** Purchaser represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Purchaser shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by the OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC. Seller may terminate this Contract and discontinue any ongoing supply to or business with Purchaser immediately, without notice and without liability, upon Seller becoming aware that Purchaser is named on any restricted party list.

7. **WARRANTY; LIMITED REMEDIES.**

(A) **Seller Warranties.** Seller shall provide the standard warranties provided in the form Warranty Agreement (a copy of which is attached and incorporated by reference into our Contract).

(B) **Assignment.** Seller assigns to Purchaser all warranties given by manufacturers and vendors of Seller as such relate to the Products (equipment or components). These warranties are not exclusive.

(C) **Limitation on Damages.** Other than as set forth in Paragraph 9 (Purchaser Indemnification) and any breaches of Paragraph 11 below (Confidentiality), each party's cumulative liability for damages to the other party for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including but not limited to, negligence, shall be limited to the total Contract price of the goods sold hereunder, plus or minus, as applicable, the amounts of all unpaid accounts payable and receivable between the parties. In no event shall Seller's liability exceed the limits of the Company's insurance coverage.

8. **SOLE REMEDY.** The sole and exclusive remedy for breach of any non-warranty obligation of the Company and the sole remedy for the Company's liability of any kind (including negligence) with respect to the goods and services provided to Purchaser shall be to use all commercially reasonable efforts to promptly cure such breach. Purchaser must prosecute any claim for a cause of action arising hereunder with one year from the date on which the facts that gave rise to the cause of action first occurred subject to the terms set forth in Section 14 (Governing Law and Resolution of Disputes).

9. **INDEMNIFICATION.** Purchaser shall hold harmless, indemnify and defend the Company (at the Company's request) for any and all damages, liabilities, costs and expenses (including the costs of any dispute resolution, including but not limited to, attorneys' fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, suits, including but not limited to, claims or suits by third parties, arising out of any of the following: (a) Purchaser's negligent or willful acts, or those of its employees and/or agents, (b) such goods being repaired or altered by persons other than Seller (unless expressly authorized in writing by the Seller), (c) any claim of patent infringement arising out of the manufacture by Seller of goods created in accordance with a design or specifications furnished to Seller by Purchaser, (d) in the event that Purchaser modifies, or combines with any non-Seller goods, any of the goods purchased from Seller, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of any third party, (e) from goods produced by Seller according to Purchaser's specifications, (f) any violations of export control laws by

Purchaser, (g) any violations of state or federal tax laws by Purchaser, or (h) Purchaser's breach of any provisions of these Terms and Conditions.

10. **SELLER'S INTELLECTUAL PROPERTY INDEMNIFICATION.** Seller will defend, indemnify and hold harmless Purchaser from and against any and all loss, damage, cost or expense arising as a result of any claim that the goods sold hereunder infringe any third party U.S. patent, copyright, trademark, trade secret or intellectual property right. Otherwise, Seller will not be liable for any claim of infringement. If you notify us promptly of any such claim of infringement and, if we so request, authorize us to defend or settle any suit or controversy involving such claim, we will indemnify you against the reasonable expenses of any such suit and will satisfy any judgment or settlement in which we acquiesce, but only to an amount not exceeding the price paid for the allegedly infringing goods. If an injunction is issued against the further use of allegedly infringing goods, the Company shall have the option of procuring for you the right to use the goods, or replacing them with non-infringing goods, or modifying them so that they become non-infringing or of removing them and refunding the purchase price. The foregoing states the Company's entire and exclusive liability with respect to a claim of infringement, and we will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein.

11. **CONFIDENTIALITY.** "Confidential Information" means any of the Company's business information, specifications and all related writings, drawings, designs, software applications and similar works or any other information disclosed by the Company that are disclosed as "Confidential" or proprietary. All Confidential Information shall be the exclusive property of the Company and we retain all right, title and interest in and to the same. Purchaser agrees to use Confidential Information for the exclusive purpose of performance under the Contract and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of the Company or completion of the Contract, Purchaser shall return all Confidential Information to the Company and provide certification of such return.

12. **TOOLING; SPECIAL JIGS, FIXTURES & PATTERNS.** Charges made for tools, jigs, fixtures, patterns and equipment made or acquired by the Company in connection with your Order and utilized in manufacturing will be considered the exclusive property of the Company, without credit to Purchaser.

13. **INSPECTION, RECORDS, AUDITS & PROPRIETARY DATA.** Inspection of goods in our facility by Purchaser and/or its representative will be permitted, provided that (a) Purchaser gives reasonable written notice of its desire to inspect the goods, and (b) the inspection does not unduly interfere with the Company's production work flow. Neither Purchaser nor any of Purchaser's representatives shall have any right to examine or audit the Company's cost accounts, books or records of any kind, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which the Company, in our

sole discretion, may consider in whole or in part to be proprietary to our business.

14. **GOVERNING LAW & DISPUTE RESOLUTION.**

(A) **Governing Law.** The Contract and these Terms and Conditions are governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law rules unless the matters in dispute come within the scope of Article 2 of the Uniform Commercial Code (UCC-Sales) prepared under the joint sponsorship of The American Law Institute and the National Conference of Commissioners on Uniform State Laws, in which event the dispute shall be governed by and interpreted under the referenced Code in effect on the date of this Contract.

(B) **Dispute Resolution.** Except for any action where the sole relief sought is an injunction, any controversy or claim arising out of or relating to the Contract and these Terms and Conditions, or the making, performance or interpretation hereof, and the dispute cannot be settled by direct negotiations, either Party may initiate mediation. If the parties fail to settle the dispute within 30 days of notice of mediation, either party may initiate binding arbitration under this paragraph. The place of arbitration shall be in the Boulder-Denver Metro-Area of Colorado, and shall be conducted by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any binding arbitration award may be entered in any court having jurisdiction thereof.

15. **GENERAL PROVISIONS.**

(A) **Prior Agreements.** This Contract comprises the complete and exclusive agreement between the parties regarding the subject matter of this Contract, and supersedes all oral and written communications, negotiations, representations or agreements made or entered into before the Effective Date.

(B) **Amendments.** No amendment to this Contract is effective unless made in writing and signed by authorized representatives of Purchaser and Seller. Specifications, drawings, price lists and documents of a technical nature prepared by Seller and submitted to Purchaser to describe the equipment and parts being purchased hereunder automatically become part of this Contract.

(C) **Survival.** All provisions set forth herein regarding warranty, confidential information, indemnification, liability and limits thereon, and any other provisions that survive on their terms including all provisions relating to tax, import / export, inspection, dispute resolution and governing laws, and all causes of action which arose prior to completion or termination of this Contract shall survive indefinitely until, by their respective terms, they are no longer operative.

(D) **Conflicts.** If a conflict exists between these Terms and Conditions and any other writings connected with this Contract, these Terms and Conditions shall prevail with respect to such conflict. In the event that any provisions of these Terms and Conditions is held to be illegal, invalid or unenforceable under the present or future law, rule or regulation, such provision shall be deemed stricken from these Terms and Conditions, but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these Terms and Conditions.

JB I P R O P O S A L

3386 Tartan Trail, El Dorado Hills, CA 95762 916-933-5500 916-933-5573-Fax

1/22/19

TO: Robert Alvarez
From: Simon Morris
RE: *Polymer Blending System*

Dear Robert,

Thank you for the opportunity to offer a proposal for a Polymer Blending System. JBI is pleased to offer the following for your consideration:

QTY. DESCRIPTION

1 VeloBlend Model VM-5P-1200-E-O-A-1 Liquid Polymer Blending System

Polymer Flow Range: 0.25 to 5.0 GPH

Dilution Water Flow: 2 to 20 GPM

Each unit shall include the following unless otherwise indicated:

- 1 Polymer Mixing Chamber:
 - A. Series: VeloBlend VM
 - B. Type: Staged Hydro-Mechanical
 - C. Mixer Motor: ½ HP, 90 VDC, 1750 RPM, wash-down duty
 - D. Mixer Shaft Seal: Mechanical with seal flushing assembly
 - E. VeloCheck™ Neat Polymer Check Valve with Quick Release Pin
 - F. Construction:
 1. Body: Stainless steel
 2. Impeller: Stainless steel
 3. Mechanical Seal: Ceramic, Carbon, Stainless steel, Viton
 4. Cover: Clear polycarbonate with stainless steel reinforced flange & discharge
 - G. Pressure Rating: 100 psi
 - H. Pressure Relief Valve: Brass

- 1 Neat Polymer Metering Pump Assembly:
 - A. PVC FNPT union style polymer inlet
 - B. Type: Progressive Cavity type
 - C. Motor: $\frac{1}{2}$ HP, 1750 RPM, 90 VDC, Wash-down duty motor with gear reducer
 - D. Loss of polymer flow sensor
 - E. Metering pump calibration assembly with isolation valves: 500 ml (8 GPH)
 - F. Plumbing: SCH. 80 PVC

- 1 Dilution Water Inlet Assembly shall be provided, including the following:
 - A. Stainless steel FNPT water inlet connection
 - B. Dilution water ON/OFF solenoid valve
 - C. Control Valve: Manual rate control valve
 - D. Primary dilution water flow meter type: Rotameter
 - E. Low differential pressure alarm switch
 - F. 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)
 - G. Plumbing – SCH. 80 PVC

- 1 Solution Discharge Assembly:
 - A. Stainless steel FNPT solution discharge connection
 - B. 0-160 psi solution discharge pressure gauge (stainless steel, liquid filled)
 - C. Plumbing – SCH. 80 PVC

- 1 Control Panel:
(Discrete Control Panel)
 - A. Enclosure: NEMA 4X (FRP)
 - B. Power:
 1. Required: 120 VAC, 60 Hz., 1 Ph
 2. Disconnect: 10' power cord with 120 VAC plug
 - C. Motor controllers:
 1. Mixing Chamber
 2. Neat polymer metering pump
 - D. Miscellaneous:
 1. Control circuit protection
 2. Control relays
 3. Power supplies
 4. Grounding blocks
 5. Numbers terminal blocks
 6. Wire labels, shrink-tube type
 - E. Certification: None

(Series E)

 - F. Operator Interface – Discrete Selector Switch
 1. System ON / OFF(reset) / REMOTE
 2. Ten-Turn Potentiometer – Metering Pump Control

3. One-Turn Potentiometer – Mixer Speed Control

G. Status / Alarm Indicators:

1. System Running Indication
2. Main Power ON Indication
3. LED Display Metering Pump Rate
4. Low Water Differential Pressure Alarm
5. Low Polymer Flow Alarm

H. Inputs (signals by others):

1. Remote Start / Stop (discrete dry contact)
2. Pacing Signal Based on Process Flow (4-20mA)

I. Outputs:

1. System Running (discrete dry contact)
2. System Remote Mode (discrete dry contact)
3. Common Alarm (discrete dry contact)
4. Pump Speed Feedback (4-20mA)

1

System Skid:

- A. Frame: 304 stainless steel, open frame design for access to all components
- B. Fasteners: 304 SS
- C. Designed for bolt-down

1

Accessories (quantities shown are total for project – provided loose for field installation):

- A. None Provided

1

Engineering & Documentation:

- A. Submittals for approval (electronic version in PDF & hard copies, if applicable)
 1. Detailed scope of supply
 2. Mechanical drawings (solids models in shaded isometric and wire orthogonal views)
 3. Mechanical component data sheets annotated for specific models, features, etc.
 4. Pump performance curves
 5. Electrical schematics with interconnecting layout
 6. Process & Instrumentation Drawings
 7. Process description
 8. Electrical component data sheets annotated for specific models, features, etc.
- B. O&M Manuals for approval (electronic version in PDF & hard copies)

- 1 Start-Up / Field Services:
 - A. No Field Services are provided. Consult factory if field services are desired.

Note: a minimum of four (4) weeks' notice required for domestic orders prior to factory services being scheduled

Clarifications:

1. This proposal shall become part of the final purchase order documents.
2. Any equipment or appurtenances not specifically listed in the scope of supply shall be provided by others.
3. Unless otherwise indicated above, standard submittals and O&M manuals are included herein.
4. This proposal is based on equipment delivery within one year of date of customer's purchase order.
5. Unless otherwise indicated above, the following are not included in this proposal: Installation. Chemicals. Interconnecting wiring, conduit, piping and valves. Anchor bolts. Field Painting. Taxes. Tariffs. Duties. Bonds.

Commercial Terms Summary:

1. Price Valid For 90 Days
2. Payment Terms: Net 30
3. Freight: FOB factory, full freight allowed
4. *Submittals: 4-6 weeks after acceptance of order
5. *Shipment: 4-6 weeks after acceptance of order or customer's written approval and release for production

** Note: lead times are estimates based on the current engineering and production work load at the time of bid. Actual lead times may vary based on the workloads at the time of order and release for production – consult factory at time for order and release for production to confirm lead times.*

Equipment Price:	\$17,590
Field Services:	N/A
Estimated Freight:	\$500

Estimated Total Price: \$18,090
No Sales Tax included.

Thank you for the opportunity and we look forward to working with you on this project.
Should you have any questions or require additional information please feel free to contact us at your convenience.

SIMON MORRIS

JBI Water & Wastewater Equipment

Elk Grove, CA 95757

Tel: 916 897 9033

Fax: 916 933 5573

Cell: 916 642 5500

Email: simonmorris@jbiwater.com

Web: www.jbiwater.com



TO: Robert Alvarez
City of Porterville WWTP

From: Mike Brunelle
mtbh2o@aol.com

Subject: Polymer Feed System

Date: January 21st 2019

Robert,

Our quotation for a Polymer Feed System for your facility is below, please let me know if any questions.

<u>QTY.</u>	<u>DESCRIPTION</u>
-------------	--------------------

1	<u>VeloBlend Model VM-5P-1200-E-O-A-1 Liquid Polymer Blending System</u>
---	--

Polymer Flow Range: 0.25 to 5.0 GPH
Dilution Water Flow: 2 to 20 GPM

Each unit shall include the following unless otherwise indicated:

- | | |
|---|---|
| 1 | <u>Polymer Mixing Chamber:</u> <ul style="list-style-type: none">A. <u>Series: VeloBlend VM</u>B. <u>Type: Staged Hydro-Mechanical</u>C. <u>Mixer Motor: ½ HP, 90 VDC, 1750 RPM, wash-down duty</u>D. <u>Mixer Shaft Seal: Mechanical with seal flushing assembly</u>E. <u>VeloCheck™ Neat Polymer Check Valve with Quick Release Pin</u>F. <u>Construction:</u><ul style="list-style-type: none">1. <u>Body: Stainless steel</u>2. <u>Impeller: Stainless steel</u>3. <u>Mechanical Seal: Ceramic, Carbon, Stainless steel, Viton</u>4. <u>Cover: Clear polycarbonate with stainless steel reinforced flange & discharge</u>G. <u>Pressure Rating: 100 psi</u>H. <u>Pressure Relief Valve: Brass</u> |
| 1 | <u>Neat Polymer Metering Pump Assembly:</u> <ul style="list-style-type: none">A. <u>PVC FNPT union style polymer inlet</u>B. <u>Type: Progressive Cavity type</u>C. <u>Motor: ½ HP, 1750 RPM, 90 VDC, Wash-down duty motor with gear reducer</u>D. <u>Loss of polymer flow sensor</u>E. <u>Metering pump calibration assembly with isolation valves: 500 ml (8 GPH)</u>F. <u>Plumbing: SCH. 80 PVC</u> |
| 1 | <u>Dilution Water Inlet Assembly shall be provided, including the following:</u> <ul style="list-style-type: none">A. <u>Stainless steel FNPT water inlet connection</u>B. <u>Dilution water ON/OFF solenoid valve</u>C. <u>Control Valve: Manual rate control valve</u>D. <u>Primary dilution water flow meter type: Rotameter</u>E. <u>Low differential pressure alarm switch</u>F. <u>0-160 psi inlet water pressure gauge (stainless steel, liquid filled)</u> |

G. Plumbing – SCH. 80 PVC

1

Solution Discharge Assembly:

- A. Stainless steel FNPT solution discharge connection
- B. 0-160 psi solution discharge pressure gauge (stainless steel, liquid filled)
- C. Plumbing – SCH. 80 PVC

1

Control Panel:

(Discrete Control Panel)

- A. Enclosure: NEMA 4X (FRP)
 - B. Power:
 - 1. Required: 120 VAC, 60 Hz., 1 Ph
 - 2. Disconnect: 10' power cord with 120 VAC plug
 - C. Motor controllers:
 - 1. Mixing Chamber
 - 2. Neat polymer metering pump
 - D. Miscellaneous:
 - 1. Control circuit protection
 - 2. Control relays
 - 3. Power supplies
 - 4. Grounding blocks
 - 5. Numbers terminal blocks
 - 6. Wire labels, shrink-tube type
 - E. Certification: None
- (Series E)
- F. Operator Interface – Discrete Selector Switch
 - 1. System ON / OFF(reset) / REMOTE
 - 2. Ten-Turn Potentiometer – Metering Pump Control
 - 3. One-Turn Potentiometer – Mixer Speed Control
 - G. Status / Alarm Indicators:
 - 1. System Running Indication
 - 2. Main Power ON Indication
 - 3. LED Display Metering Pump Rate
 - 4. Low Water Differential Pressure Alarm
 - 5. Low Polymer Flow Alarm
 - H. Inputs (signals by others):
 - 1. Remote Start / Stop (discrete dry contact)
 - 2. Pacing Signal Based on Process Flow (4-20mA)
 - I. Outputs:
 - 1. System Running (discrete dry contact)
 - 2. System Remote Mode (discrete dry contact)
 - 3. Common Alarm (discrete dry contact)
 - 4. Pump Speed Feedback (4-20mA)

1

System Skid:

- A. Frame: 304 stainless steel, open frame design for access to all components
- B. Fasteners: 304 SS
- C. Designed for bolt-down

1

Accessories (quantities shown are total for project – provided loose for field installation):

- A. None Provided

- 1 Engineering & Documentation:
- A. Submittals for approval (electronic version in PDF & hard copies, if applicable)
1. Detailed scope of supply
2. Mechanical drawings (solids models in shaded isometric and wire orthogonal views)
3. Mechanical component data sheets annotated for specific models, features, etc.
4. Pump performance curves
5. Electrical schematics with interconnecting layout
6. Process & Instrumentation Drawings
7. Process description
8. Electrical component data sheets annotated for specific models, features, etc.
- B. O&M Manuals for approval (electronic version in PDF & hard copies)

- 1 Start-Up / Field Services:
- A. No Field Services are provided. Consult factory if field services are desired.
- Note: a minimum of four (4) weeks' notice required for domestic orders prior to factory services being scheduled*

Clarifications:

1. This proposal shall become part of the final purchase order documents.
2. Any equipment or appurtenances not specifically listed in the scope of supply shall be provided by others.
3. Unless otherwise indicated above, standard submittals and O&M manuals are included herein.
4. This proposal is based on equipment delivery within one year of date of customer's purchase order.
5. Unless otherwise indicated above, the following are not included in this proposal: Installation. Chemicals. Interconnecting wiring, conduit, piping and valves. Anchor bolts. Field Painting. Taxes. Tariffs. Duties. Bonds.

Commercial Terms Summary:

1. Price Valid For 60 Days
2. Payment Terms: Net 30
3. Freight: FOB factory, full freight allowed
4. *Submittals: 4-6 weeks after acceptance of order
5. *Shipment: 4-6 weeks after acceptance of order or customer's written approval and release for production

** Note: lead times are estimates based on the current engineering and production work load at the time of bid. Actual lead times may vary based on the workloads at the time of order and release for production – consult factory at time for order and release for production to confirm lead times.*

Equipment Price: \$19,100
Field Services: N/A
Estimated Freight: \$500

Estimated Total Price: \$19,600
No Sales Tax included.

Mike Brunelle
MTB Water Systems & Service
Manufacturer's Representative
mtbh2o@aol.com



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Approve the Purchase of Fourteen Passenger Shelters and Four LED Solar-Powered Shelter Kits

SOURCE: Public Works

COMMENT: The City of Porterville was awarded a grant through the Federal Transit Administration's Section 5307 program which promotes transit in urbanized areas, specifically for service to areas with urban boundaries with a population of 50,000 or more. The 5307 grant funds eighty percent (80%) of the shelter cost, with the remaining twenty percent (20%) local match from Local Transportation Funds.

The City of Porterville is authorized to purchase shelters through the CalAct/Morongo Basin Transit Authority purchasing cooperative. The cooperative solicited competitive pricing for shelters, eliminating the need for the City and other transit properties to develop specifications and manage an independent procurement process. Tolar Manufacturing Company builds both standard and custom shelters and was selected by the purchasing cooperative based on their competitively priced standard shelter product. Tolar has been in business for 20 years and has established itself as a premier shelter manufacturer with thousands of shelters installed nationwide.

Approval of this item will authorize the purchase of fourteen (14) passenger shelters, four (4) LED solar powered shelter kits, delivery, and sales tax in the amount not to exceed \$120,166.94. This purchase is funded in the amount of \$96,133.55 from a Federal Section 5307 grant, with the remaining \$24,033.39 from Local Transportation Funds.

RECOMMENDATION: That City Council authorize the purchase of fourteen (14) passenger shelters and four (4) solar LED kits for fixed route service in the amount of \$120,166.94.

ATTACHMENTS:

1. Tolar Shelter Quote-17976R
2. Cooperative Purchase Agreement-Porterville
3. CalAct Letter of Assignment - City of Porterville Transit-shelters

Appropriated/Funded:

Review By:

Item No. 4.

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



Quote Number: 17976R

December 20, 2018

Richard Tree, Transit Manager
City of Porterville
15 East Thurman Avenue, Suite A
Porterville, CA 93257

Project: CALACT/MBTA Transit Shelter Procurement 16-01 Option Year

Dear Rich:

As follow up to our correspondence, telephone conversation earlier today, please review the quote outlined below for transit shelters and contact me with any questions or concerns.

<u>Qty:</u>	<u>Description:</u>	<u>Unit Price:</u>	<u>Ext. Price:</u>
14	13' High peak Advertising passenger shelter (Model 13AHP 17283-00) featuring: Sierra Series roof perimeter, aluminum roof panels with raised decorative battens, logo disc on each roof end-logo not included, no walls, flat back-to-back non-illuminated advertising kiosk in the two side hinged doors containing 3/16" clear tempered glass, Tolar/USC RMS60F UL listed LED solar illumination solution providing dusk to dawn illumination in the shelter roof (3360010/15902-200), 8' perforated metal bench, no back, three anti-vagrant bars (12104-111), 20 gallon smooth side pole mount trash receptacle with hinged and covered lid 1578-01), durable baked powder coat finish colors RAL 9005 Jet Black with the exception of the roof panels, battens and solar which are to be RAL 6009 Fir Green, adjustable leveling shoes (shelter), zinc anchors and all installation (price includes deduction of walls, addition of advertising kiosks, deletion of trash receptacle)	\$7,178.00	\$100,492.00
4	Tolar/USC RMS60F UL listed LED solar illumination solution providing dusk to dawn illumination in the shelter roof (3360010/15902-200)-RAL 6009 Fir Green	\$ 1,535.00	\$ 6,140.00
	Tulare County sales tax (8.25%)		\$ 8,797.14
	CALACT/MBTA Procurement Fee (2.5%)		\$ 2,665.80
14	Delivery to Porterville (CALACT Zone 3)	\$ 148.00	\$2,072.00
	Total:		\$120,166.94

PRICING NOTES:

- If required, stamped and sealed structural engineering calculations from a CA licensed engineer are included
- Products are shipped in knock down and unassembled condition with all necessary hardware for installation, by others, using standard tools and equipment. Detailed shop drawings and installation instructions are provided.



Quote Number: 17976R

- Unless noted above, quoted freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment. Client provides forklift and labor for unloading at destination as necessary.
- Standard terms are payment Net 30 days from receipt of invoice. Final terms and deposit to be determined based on credit history and bonding ability.
- Current lead-time for delivery for this project is estimated at 10-12 weeks from receipt of purchase order or signed agreement.
- This quote is valid for 30 days.

Thank you for this opportunity and for considering Tolar Manufacturing for your needs. Please contact me at pmerrick@tolarmfg.com or 951-547-8209 with any questions or requests for clarification.

Best,

A handwritten signature in blue ink, appearing to read 'Patrick Merrick', is written over a light blue horizontal line.

Patrick Merrick
Executive Vice-President

Quote Approved/Accepted By:

Signature: _____

Print Name: _____

Date: _____

PO No. _____



Quote Number: 17976R

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

- 1. Drawings and Specifications:** All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
- 2. Payment Terms:** Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped. Invoicing will include any applicable sales tax. If buyer requests delayed shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees. Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.
- 3. Delivery, Title and receipt.** Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock- down (K.D.) and in bulk format (not packaged individually) for ease of handling and fast on-site installation. In most cases, we ship via 52' air ride logistics vans. This process provides additional product protection as it is in transit to buyer. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.
- 4. Delivery Charges:** Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.
- 5. Delivery Dates:** We will use commercially reasonable efforts to deliver the services and products in accordance with a buyer proposed delivery schedule in order to accommodate buyer's request. Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control. We have the right to extend the delivery period a reasonable length of time after a delay. We have the right to apportion our materials and products among our customers in the manner we deem equitable. Buyer must accept delivery at the agreed price when the causes of the delay are remedied.
- 6. International Freight:** We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.
- 7. Returns; Cancellations:** Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work or materials have been ordered.
- 8. Manufacturer's Warranty:** Our manufacturer's warranty is set forth in a separate document.
- 9. Limitation of Liability:** WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 10. Governing Law, Jurisdiction and Venue:** The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.
- 11. Amendment:** No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee



Assignment to Purchase Agreement

The California Association for Coordinated Transportation, "Assignor", hereby assigns to the City of Porterville, "Assignee", fourteen (14) options to purchase Transit Bus Shelters ("Shelter") from Assignor's Contract No. 16-01 with the TOLAR Manufacturing Company. Only those Shelters and optional features may be purchased using the contract. Specifically, the Assignment shall have the right to purchase:

Fourteen (14) Sierra Series Model 13AHP-17283-00 Transit Bus Shelters

Such ability to purchase commenced, per terms of Contract, on January 23, 2019 and may be exercised at any time on or before contract expires on August 15, 2019.

With respect to the Shelters assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase there under. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced assignment to purchase the Shelters under the Contract to Assignee.

Please be advised that assignment of said Shelters does not constitute a recommendation or endorsement of this product by the Cooperative. The City of Porterville, as the purchaser, is responsible for its choice of Shelters and options selected and are responsible for shelter inspection, acceptance and enforcement of any contract provisions.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Shelters or any rights whatsoever assigned hereunder.

Date: January 22, 2019

A handwritten signature in blue ink that reads "Daniel Mundy". The signature is written in a cursive, flowing style.



January 23, 2019

Richard Tree
Transit Manager
City of Porterville
15 East Thurman Avenue, Suite A
Porterville, CA 93257

Re: Cooperative Letter of Assignment-Transit Shelters

Dear Richard,

The CALACT-MBTA Purchasing Cooperative is pleased to assign fourteen (14) transit bus shelters from Tolar Manufacturing using Contract #16-01 as per the attached Assignment to Purchase Agreement.

Please be advised that assignment of said bus shelters and related equipment does not constitute a recommendation or endorsement of this product by the Cooperative. The City of Porterville, as the purchaser, is responsible for its choice of bus shelters and options selected and are responsible for inspection, acceptance and enforcement of any contract provisions.

By accepting assignment, the City of Porterville, agrees to hold harmless, indemnify and defend the Cooperative as per contract language from any and all liabilities.

Thank you for purchasing your bus shelters through the Cooperative. If you have any questions, please contact me at 916-920-8018.

Sincerely,

A handwritten signature in blue ink that reads "Daniel Mundy".

Daniel Mundy
Deputy Executive Director



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Approve the Purchase of Six On-Board Security Camera Systems

SOURCE: Public Works

COMMENT: This action will replace aged and maintenance prone security camera systems on existing Porterville Transit buses and begin to standardize camera systems across the bus fleet. In addition, this project will add remote camera system health monitoring and provide real-time video streaming during emergency situations by leveraging the existing cellular technology in the buses. The City of Porterville was awarded a grant through the Federal Transit Administration's Section 5307 program which promotes transit in urbanized areas, specifically for service to areas with urban boundaries with a population of 50,000 or more. The 5307 grant funds eighty percent (80%) of the on-board security camera system upgrades, with the remaining twenty percent (20%) local match from Local Transportation Funds.

The City of Porterville is authorized to purchase the on-board security camera system using GSA's Cooperative Purchasing Program available to all Federal, State, and Local governments under Schedule 84. The GSA Cooperative Purchasing Program is a powerful and intuitive acquisition tool used by thousands of US federal agencies to achieve required competition, best pricing and value. GSA saves the City time and money, all while keeping the City Federal Acquisition Regulation (FAR) compliant.

Approval of this item will authorize the purchase of six (6) on-board security camera systems, delivery, installation, licenses, and sales tax in the amount not to exceed \$54,969.61. This purchase is funded in the amount of \$40,000 from a Federal Section 5307 grant, with the remaining \$14,969.61 from Local Transportation Funds.

RECOMMENDATION: That City Council authorize the purchase of six (6) on-board security camera systems to replace the aged systems on six existing transit buses in the amount of \$54,969.61.

ATTACHMENTS: 1. Apollo Quote A-174093C 1-26-19

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

Quotation #: A-174093C

Date: 1/25/2019
Payment Terms: 1% 20 Days, Net 30
Shipping Terms: FOB Origin
Sales Rep: Martin Frazier
Project Info.: Porterville/SM
Transit/Safetyvision Retrofit

Bill to: City of Porterville

GSA Contract #GS-07F-0776X

61 W. Oak Ave
Porterville CA 93257

Tel: (559) 782-7448

Fax/Email:

Equipment:

Line	Qty	Model	Description	Unit Price	Ext. Price
1	6	RR-HDR4K08-4000	RoadRunner 4K Resolution 8 Camera Mobile Recorder, RsM™ Software, Accelerometer, Power Cable, Event Switch, Removable 4.0TB Hard Disk Drive	\$4,261.47	\$25,568.82
2	6	RR-HDCTDF100	Camera, Fixed Forward Facing, HD, Tapered Dome, Black, FoV 100 x 56	\$394.81	\$2,368.86
3	12	RR-HDCTDIRA100	RoadRunner HD Camera - Vandal Resistant, IP Addressable, Tapered Color Dome w/ IR Illumination & Audio Recording, 101 x 61	\$318.74	\$3,824.88
4	12	RR-HDCTDIRA115	RoadRunner HD Camera - Vandal Resistant, IP Addressable, Tapered Color Dome w/ IR Illumination & Audio Recording, 115 x 69	\$318.74	\$3,824.88
5	6	RR-HDCW1-CS	RoadRunner HD Camera - Vandal Resistant, Exterior High Definition IP Addressable, Varifocal Color Wedge, Curbside Orientation	\$333.95	\$2,003.70
6	6	RR-HDICA15	RoadRunner HD Interface Camera Cables, Video, Power and Audio, 15'	\$26.62	\$159.72
7	6	RR-HDICA20	RoadRunner HD Interface Camera Cables, Video, Power and Audio, 20'	\$26.62	\$159.72
8	12	RR-HDICA25	RoadRunner HD Interface Camera Cables, Video, Power and Audio, 25'	\$26.62	\$319.44
9	12	RR-HDICA35	RoadRunner HD Interface Camera Cables, Video, Power and Audio, 35'	\$26.62	\$319.44

Subtotal: \$38,549.46

Sales Tax (8.25%): \$3,180.33

Shipping (Ground): \$170.00

Subtotal With Tax: \$41,899.79

Installation:

Line	Qty	Model	Description	Unit Price	Ext. Price
* 10	6	AVT-INSTALL	Per bus - installation of equipment	\$983.00	\$5,898.00
* 11	1	AVT-INSTALL	Deployment fee and travel expenses - additional fees will apply if more than one trip to install must be made	\$1,300.00	\$1,300.00

Subtotal: \$7,198.00

Total: \$49,097.79

Option: Microphone

Line	Qty	Model	Description	Unit Price	Ext. Price
12	6	RR-HDM2i	RoadRunner HD Surface Mount Microphone with Gain Control, Cable not included - Select either 009-0138-015 or 009-0138-020	\$151.38	\$908.28
13	6	009-0138-020	CABLE, MIC, SINGLE, RR-HD, 20'	\$6.09	\$36.54

Subtotal: \$944.82

Sales Tax (8.25%): \$77.95

* 14	6	AVT-INSTALL	Installation of microphones - this price only valid with installation of full system	\$72.00	\$432.00
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Overall Subtotal: \$1,454.77

Option: ViM Licenses

Line	Qty	Model	Description	Unit Price	Ext. Price
14	6	AVT-ViM-AL	ViM (Vehicle Information Management) Software, AutoClip Single-Vehicle License	\$226.69	\$1,360.14
15	6	AVT-ViM-CL	ViM (Vehicle Information Management) Software, Clip Management Single-Vehicle License	\$226.69	\$1,360.14
16	6	AVT-ViM-HL	ViM (Vehicle Information Management) Software, DVR Health Single-Vehicle License	\$226.69	\$1,360.14

Subtotal: **\$4,080.42**

Sales Tax (8.25%): **\$336.63**

Subtotal With Tax: **\$4,417.05**

*Not included on current GSA contract

Purchase orders for GSA contract items MUST reference GSA Contract number above

The RoadRunner system includes:

- Standard 2-Year warranty for all components (extended warranty options are available upon request)
- Unlimited technical support at no additional charge
- License-free RsM™ (RoadRunner Secure Management) Software with lifetime updates at no additional charge

Prices and terms are guaranteed for 30 days. All prices are in US dollars. Freight charges, installation charges and taxes (if applicable) are additional and may not be included in this quotation. All returns are subject to a 20% re-stocking fee.



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Award of Contract - Well No. 37 Project

SOURCE: Public Works

COMMENT: On January 22, 2019, staff received three (3) bids for the Well No. 37 Project (Drilling Phase). The well is located within the southeast corner of Summit Estates Two Subdivision (Smee Homes, Inc.). Said location is held in place for the described purpose by a Purchase Option Agreement and is part of the City's ongoing municipal water well development program.

The bids are as follows:

Contractor:	Amount:
1. Zim Industries, Inc. Fresno, CA	\$745,480.00
2. Nor-Cal Pump & Well Drilling, Inc. Yuba City, CA	\$837,010.00
3. Roadrunner Drilling & Pump Company, Inc. Woodland, CA	\$906,970.00

Staff has found the low bid acceptable.

The Engineer's Estimate of Probable Cost for the project was \$807,318. The low bid presented by Zim Industries, Inc. of Fresno is \$745,480, which is 7.66% lower than the Engineer's Estimate. An additional \$121,097 is necessary for construction management, contingency, and surveying services. The total estimated cost for the project is \$866,577.

Funding for the project is provided by Developer Fees and is available in the 2018/2019 annual Budget for new municipal water wells.

RECOMMENDATION: That City Council:

1. Award the Well No. 37 Project to Zim Industries, Inc. in the amount of \$745,480;
2. Authorize progress payments up to 95% of the contract amount; and
3. Authorize \$121,097 for construction management,

contingency, and surveying services.

ATTACHMENTS: 1. Locator Map Well _37

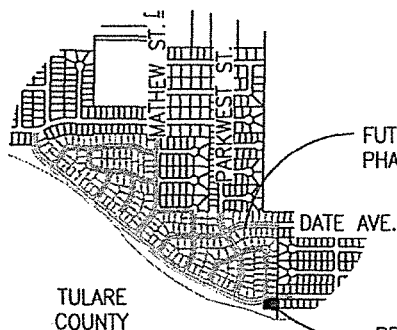
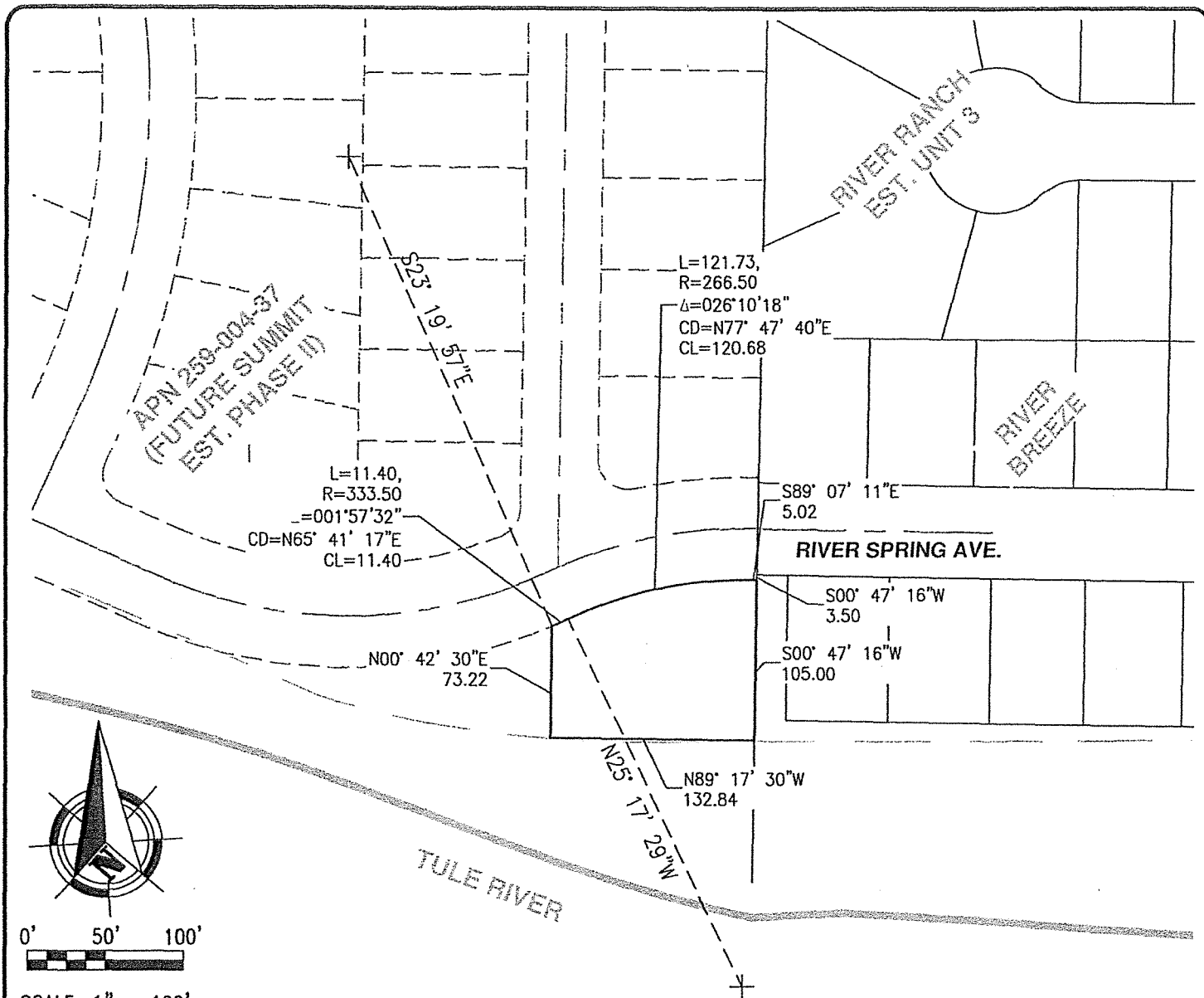
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



FUTURE SUMMIT EST.
PHASE II

PROPERTY
LOCATION

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

POSSIBLE WELL LOCATION

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



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Authorization to Advertise For Proposals - Revenue Sharing Transit Advertising

SOURCE: Public Works

COMMENT: On January 7, 2013, the City Council awarded a professional services contract to Rethought Reborn, Inc. for revenue sharing transit advertising. At this time, the contract has reached its maximum extensions and is required to be rebid.

Staff has been pleased with the performance of Rethought Reborn, generating approximately \$100,000 in advertising revenues each of the past five (5) years.

It is staff's recommendation to advertise for proposals for the services of a qualified contractor to carry out the functions associated with the revenue sharing transit advertising program for a period of three (3) years, with the option to renew for one (1) additional three-year period.

RECOMMENDATION: That the City Council authorize staff to issue requests for proposals for revenue sharing transit advertising.

ATTACHMENTS: 1. Draft RFP 18/19-AC1882 - Transit Advertising Contractor

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

Revenue Sharing Transit Advertising



RFP NO. 18/19-AC1882

February 6, 2019



CITY OF PORTERVILLE
REQUEST FOR PROPOSAL
RFP 18/19-AC1882

Revenue Sharing Transit Advertising

- Submittal:** One (1) original signed proposal and one (1) electronic version must be received on or before: 4:00 p.m. on Thursday, March 28, 2019.
- Addressed to:** City of Porterville
Porterville Transit
291 N. Main St.
Porterville, CA 93257
- Mark envelope:** RFP 18/19-AC1882
Revenue Sharing Transit Advertising

Proposals received after the time and date stated above shall be returned unopened to the proposer.

INQUIRIES:

Direct questions for clarification on this bid document to Transit Department (559) 782-7448, or email rtree@ci.porterville.ca.us. All questions must be received on or before March 14, 2019.

**CITY OF PORTERVILLE
STATE OF CALIFORNIA**

**NOTICE INVITING SEALED PROPOSALS
RFP NO. 18/19-AC1882**

SEALED PROPOSALS will be received by the Transit Department in the City Hall, 291 N. Main Street, City of Porterville, California, until 4:00 p.m. on Thursday, March 28, 2019, for:

REVENUE SHARING TRANSIT ADVERTISING

Contract documents may be inspected and obtained in the office of the Transit Department, 291 N. Main St., Porterville, California 93257 or by calling (559) 782-7451 or email at fin-pur@ci.porterville.ca.us

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, or religion in any consideration leading to the award of contract. The City of Porterville anticipates meeting the overall annual DBE race and gender neutral participation goal of 16.12% of FTA assisted projects.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of contract.

The right is reserved by the City of Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates:

First:

Second:

SECTION 1 SPECIAL TERMS AND CONDITIONS

1. Purpose

The City of Porterville, referred to as "CITY" herein, is seeking the services of a qualified contractor to solicit available advertising on Porterville Transit vehicles and bus stop amenities, referred to as "PT" herein, and shall demonstrate its ability to manage all tasks related to the execution of this revenue sharing agreement.

The contractor shall have exclusive rights to solicit CITY approved advertising to companies, subject to the terms and conditions set forth in this Request for Proposal. This program may include such graphic formats as full wrap, except bus fronts, murals, geo-based audio and video digital advertising, and interior and exterior bus and shelter advertising.

2. Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [email accepted] to the below named individual who shall be the official point of contact for this solicitation. All questions must be received on or before March 14, 2019.

Richard Tree, Transit Manager
City of Porterville
291 N. Main St.
Porterville, CA 93257

Phone: (559) 782-7448
Email: rtree@ci.porterville.ca.us

No answers will be given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the City of Porterville.

3. Method of Award – Considering Qualifications and Pricing

Award will be made to the contractor who submits the overall proposal that is judged to provide the best value to the City. Proposals will be evaluated based upon the following criteria:

- A. Quality of similar work that has been provided for other public and private entities.
- B. Comparable experience and background of the specific personnel that shall be assigned to the team that shall serve the City.
- C. Proposed materials and plans to accomplish task.
- D. Proposed compensations of the agreement.

4. Pre-Proposal Conference

Not applicable to this solicitation

5. Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Porterville City Council, unless otherwise stipulated in the Notice of Award Letter distributed by the City; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be for three (3) years, and then the contract will remain in effect until completion of the expressed and/or implied contract term. The revenue sharing percentage, resultant from this solicitation, shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

6. Option to Renew

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for one (1) additional three-year period. Prior to completion of each exercised contract term, the City may consider an adjustment to the revenue sharing terms.

The City reserves the right to reject any written adjustment to the revenue sharing terms submitted by the contractor and/or to not exercise any otherwise available option period based on such adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is upon mutual agreement between the City and contractor.

7. Payment to the Contractor

Based upon the contractor's experience, knowledge of the local market, and other resources of information at the contractor's disposal, the contractor will propose a percentage of gross revenues to be shared with the City of Porterville.

Payment will be made to the contractor within 30 days of receipt of monthly invoice. Each invoice shall include accurate, current, and verifiable records supporting the specific amount being tendered to the contractor.

Each invoice to the City shall be accompanied by a report that includes details of:

- a. All contracts in effect
- b. Billings for the month
- c. Total remaining balances on accounts
- d. Contract expiration dates

8. Insurance

Each contractor shall include in its solicitation package a proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the contractor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the City.]

An original certificate of insurance, indicating that the awarded contractor has coverage in accordance with the requirements of this section, shall be furnished by the Contractor to the City within five (5) working days of such request and must be received and accepted by the City prior to contract execution and/or before any work begins.

The contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the City, policies of insurance, with a company or companies authorized to do business in the State of California, and which are acceptable to the City, insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or against any damage to property relating to the performance of duties, services and/or obligations of the contractor under the terms and provisions of the contract. The contractor is responsible for timely provision of certificate(s) of insurance to the City at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and conforming certificates of insurance, shall insure the contractor is in accordance with the following limits:

- a. Full liability under worker's compensation laws of the State of California; and
- b. Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONTRACTOR and any injuries to third parties, including employees of CITY and CONTRACTOR.

CONTRACTOR agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONTRACTOR or any of its employees or agents.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to

approval by the City. At the option of the City, the insurer shall reduce or eliminate such self-insured retentions or the contractor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the City of any insurance supplied by the contractor or subcontractor, nor a failure to disapprove that insurance, shall relieve the contractor or subcontractor of full responsibility for liability, damages, and accidents as set forth herein.

9. Bonding Requirements

Not applicable to this solicitation

10. Completion/Delivery

As specified in Statement of Work

11. Acceptance of Goods and Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the contractor, to include return of any non-compliant goods to the contractor at the contractor's expense, requiring the contractor to either provide a direct replacement for the item, or a full credit for the returned item. The contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause. The City will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by

the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

11.1 Deficiencies in Work to be Corrected by the Contractor

The contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the contractor by the City's project administrator, who may confirm all such verbal reports in writing. The contractor shall bear all costs of correcting such rejected work. If the contractor fails to correct the work within the period specified, the City may, at its discretion, notify the contractor, in writing, that the contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within three (3) calendar days of receipt of the notice. If the contractor fails to correct the work within the period specified in the notice, the City shall place the contractor in default, obtain the services of another contractor to correct the deficiencies, and charge the incumbent contractor for these costs, either through a deduction from the final payment owed to the contractor or through invoicing. If the contractor fails to honor this invoice or credit memo, the City may terminate the contract for default.

12. Warranty

The contractor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities or products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the City by any other provision of the solicitation.

Contractor must identify the warranty terms of the products provided under this agreement.

13. Delivery of Solicitation Response

To be considered for award, a bid or proposal must be received and accepted by the City prior to the date and time established within the solicitation. A response will not be considered for award if received by the City after the official due date and time regardless of when or how it was received by the City. Allow sufficient time for transportation.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date

for the solicitation.

If you plan on submitting your bid or proposal IN PERSON, by the UNITED STATES POSTAL SERVICE, or by a THIRD PARTY CARRIER, please bring or mail it to:

CITY OF PORTERVILLE
RFP 18/19-AC1882
291 NORTH MAIN STREET
PORTERVILLE, CA 93257

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

13.1 Completion Requirements for Request for Proposal (RFP)

The original proposal and one (1) electronic copy of the proposal submitted by the Contractor shall be sealed and delivered to the City no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The City is not liable or responsible for any costs incurred by any contractor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the City.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional materials are not desired. Emphasis in each proposal must be on completeness and clarity of content. The City emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the City's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

13.2 Proposal Submittal

The following items shall be included and submitted with your proposal:

- Tab A. Statement of Interest – to be submitted on the firm's letterhead and include the following:
1. Concisely state the firm's understanding of the services required by the City.
 2. Include additional relevant information not requested elsewhere in the RFP.

3. The signature on the statement shall be that of a person authorized to represent and bind the firm.
4. Work and Sales Plan – Provide a brief work plan describing how your firm will provide the required services, include advertising capabilities and resources. Provide a concise description of the marketing plan, including but not limited to, staffing levels, marketing and servicing the ads, etc., based on the City's available advertising space, and aimed at securing business from national as well as local and regional advertisers. The Contractor shall provide a Communication Program describing how the Contractor intends to communicate with the City, the contract's requirements for advertising content control, advertising maintenance, and advertising installation and removal dates.

- Tab B . Firm Profile: The contractor shall provide a profile of the firm including the firm's name, business address and telephone number as well as a brief description of the firm's size national and locally, date of establishment, type of organization, and local organizational structure.
- Tab C. Team Composition: The contractor shall provide a profile for each key person proposed to be assigned to this project. Brief resumes may also be attached.
- Tab D. Similar Projects: Reference similar work efforts by your firm within the last three (3) years, transit agencies preferred. Examples should best illustrate current qualifications relevant to this project. Provide at least one reference with whom your firm no longer does business with.
- Tab E. Pricing/Certifications/Signature Forms. Provide a fully completed Section 4 of this RFP to include a clear and complete response to the requirements stated in the "Pricing Section" contained within Section 4 of this RFP.
- Tab F . Proof of Insurance. Provide either a completed Accord from or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Tab G. Sub-Contractors. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.

14. Alternate Offers May be Considered

The City will consider one (1) alternate offer from a contractor which has submitted a primary offer for this solicitation; provided that the contractor of record for both the primary and alternate offer is the same entity, and that the alternate offer provides a different product of level of service that meets or exceeds the contract requirements. In order for the City to consider an alternate offer, the contractor shall provide a complete and separate pricing selection using the forms set forth within this solicitation and shall mark "Alternate Offer" on the first page of the alternate pricing section. The City reserves the right to consider and award, based on the City's best interests, any alternate offer based on the method of award prescribed in this solicitation.

15. Competency of Contractors and Associated Subcontractors

The City may elect to conduct a pre-award inspection of the contractor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Contractors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated.

16. Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, include, but not limited to, those issued by Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

17. Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the City, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer must wishes to substitute personnel, the Proposer shall propose written City approval. In the event the requested substitute person is not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

18. Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this

specification shall be made upon the basis of this agreement.

19. Presentations/ Post-Discussions After Initial Bid/ Proposal Response

- A. The City, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the City. The City reserves the right to require any proposer to demonstrate to the satisfaction of the City that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the City, and the City shall be the sole judge of compliance.
- B. The City may commence contract negotiations in accordance with the Method of Award provision specified within this RFP. The City reserves the right to conduct discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for “best and final” offers.
- C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for “best and final” offer and should include all pertinent and required information in their original proposal package.

20. Risk of Loss

The contractor assumes the risk of loss of damage to the City’s property during the possession of such property by the contractor, and until deliver to, and acceptance of, that property to the City. The contractor shall immediately repair, replace or make good on the loss or damage without cost to the City, whether the loss or damage results from acts or omissions (negligent or not) of the contractor or a third party.

The contractor shall indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The contractor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

SECTION 2 SCOPE OF SERVICES

The contractor selected to solicit the sales and placement of advertising on vehicles, shelters, and any other appropriate transit property shall demonstrate its ability to manage all tasks related to the execution of this revenue sharing agreement. These tasks include:

- All client sales contracts
- Design and production services
- Delivery of transit advertisements
- Other necessary or customary business practices.

The City of Porterville is located in Tulare County, which is centrally located in the San Joaquin Valley of California. The San Joaquin Valley is a rich agricultural area, and Tulare County is recognized as the largest agricultural-producing county in the world.

Porterville has a land area of approximately 14.3 square miles, situated at the base of the foothills of the Sierra Nevada Mountain Range. It is approximately 30 miles southeast of Visalia; 60 miles northeast of Bakersfield, 165 miles northeast of Los Angeles, and 254 miles southeast of San Francisco. State Routes 65 and 190 bisect the community. According to the United States Census Bureau our population (including East Porterville) in 2010 was in excess of 70,000 people. Porterville Transit currently operates twenty-seven (27) vehicles for transportation (Attachment 1).

The City of Porterville operates a fixed route system known as Porterville Transit and a paratransit system known as Dial-A-COLT.

As of January 1, 2019 Porterville Transit operates 9 fixed routes with 9 fixed route buses for pullout each day. There are three (3) paratransit vehicles (Dial-A-COLT) during peak service. Service for Porterville Transit is 6:00 a.m. to 11:00 p.m. (Monday – Friday), 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday.

The City has fourteen (14) bus shelters with advertising panels (4'x6') that are located along major corridors. The City has an additional fourteen (14) bus shelters with advertising panels on order and will be placed along major corridors once delivered. The estimated date for installation is June 2019.

The City will provide exclusive rights (except when the City may want to have Public Safety notices posted with coordination through the Contractor) to advertise space on interior and exterior of all City transit advertising property specified in the contract and as added or amended.

All agreements for the placement of advertising shall be between the advertiser and Contractor. Nothing herein shall be construed to create a contractual relationship between the City and such advertiser.

Contractor Responsibilities:

1. The Contractor shall maintain a comprehensive sales plan, and shall aggressively market their program to advance the sale of advertising space.
A copy of the sales plan shall be provided to the City.
2. A single representative shall be designated as the point of contact to answer any inquiries, resolve any issues and be the general liaison for any business between the City and the advertiser. Said person must be accessible during regular business hours and must provide two telephone numbers for contact.
3. Contractor's representative shall be responsible for submitting all proposed advertising to City for review, approval and/or disapproval. This review and subsequent feedback shall take place within ten (10) business days after receipt unless extenuating circumstances prevail.
4. The Contractor is responsible for the cost associated with preparation and delivery of advertisements (may be passed to the client).
5. The Contractor shall coordinate the installation, removal, and maintenance of exterior and interior advertising with transit staff.
6. The Contractor shall be responsible for durable advertising material produced in a process subject to approval of the City.
7. The Contractor shall reimburse the City for the cost of repairs to return all vehicles to original state and condition when wraps/signage comes off. Any damages and/or repainting shall be paid by the Contractor.
8. The Contractor has the right at all times during the term of the agreement, following reasonable advance written notice, to the removal, change of location, modification or refurbishment of any or all advertising. No advertising, once approved by the City, may be removed by the City without advance written approval.
9. Contractor shall not self-promote on any transit property without express written consent from the City.
10. The Contractor shall establish all rates and charges for the rental of advertising space on transit property and must provide a copy of its rate sheet to the City.
11. The Contractor shall maintain, separately, all sales and financial records relating to each account of the revenue-advertising program.
12. The Contractor shall maintain accurate sales report, providing a copy of each contract. Monthly reports will be required of the Contractor featuring gross billing and net billings, display types, total space available, total space sold, and total space traded or bartered. Inventory reports will also be required monthly. These reports shall be provided in conjunction with the monthly payments tendered by the Contractor to the City.
13. The Contractor shall be responsible for services that are in strict compliance with all applicable laws and statutes of the United States, the State of California, ordinances, regulations or resolutions of the City of Porterville.
14. The Contractor shall furnish the City with copies of all signed contracts and correspondence (including changes in price, lengths of contracts and cancellation notices) within a month of their execution and prior to the advertising being installed.

15. The Contractor shall not pursue advertisements, which fail to meet the City's advertising policy (Attachment 2).

City Responsibilities:

1. The City shall perform all billing and collections connected with advertising contracts.
2. The City shall remit revenues earned each month within thirty (30) calendar days after the end of the month in which they were collected. The revenue shall be accompanied by a report that includes details of:
 - a. All contracts in effect.
 - b. Billings for the month
 - c. Collections for the month
 - d. Past due amounts
 - e. Total remaining balances on accounts
 - f. Contract expiration dates.
3. The City shall maintain, separately, all sales and financial records relating to each account of the revenue-advertising program.
4. The City shall ensure all advertising be installed in a neat and professional manner.
5. The City shall maintain all displayed advertising so as to ensure its neat appearance and promptly remove all advertising which is torn or otherwise unsightly in appearance.
6. All installation, unless otherwise arranged, shall be scheduled through the Transit Operations Manager in conjunction with appropriate City maintenance operation staff.
7. The City shall ensure all advertising is kept free of graffiti. The City shall clean or remove advertisement which contains graffiti within twenty-four (24) hours of being notified.

Rights of the City:

1. The City shall approve all advertising, exhibit material, announcements, or any other communications displayed and/or exhibited on its transit property, according to the City Transit Advertising Policy.
2. The City reserves the right to use, without charge, unsold available advertising space for the promotion of its transit service. A minimum of one (1) interior bus sign per bus may be used by the City for its own use. The Contractor shall place and remove the City's advertisements without charge. The City will be responsible for the production costs of any advertising signs used for the City.

SECTION 3 GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

Addenda: A written change to a solicitation

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

City: Shall refer to the City of Porterville, California

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The City has established for purposes of this Request for Proposal (FRP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualifications

It is the policy of the City to encourage full and open competition among all available qualified contractors. All contractors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals.

B. Request for Additional Information

Any communication or inquires, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than fourteen (14) working days prior to the proposal due date. Such inquires or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Representative may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda

and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

C. Contents of Solicitation and Proposer's Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the proposer.

D. Restricted Discussions

From the date of issuance of this solicitation until final City action, contractors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the contractor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

E. Change or Withdrawal of Proposals

1. Changes to Proposal – Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, the notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

F. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the order of Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the contractor to identify such conflicts to the designated procurement representative prior to the proposal due date.

G. Prompt Payment Term

It is the policy of the City that payment for all purchases by City agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with California Statutes. The proposer may offer cash discounts for prompt

payments; however, such discounts will not be considered in determining the lowest price during the proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines the requirements of items to be purchases, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or blue ink. All changes must be crossed out and initialed in blue ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**

D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any proposal received after the designated receipt date through no fault or error of the City will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principles thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. An contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the contractor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the contractor, any consideration contingent upon or resulting from the award or making the contract.

3.6 CONTRACTING WITH CITY EMPLOYEES

Any City employee or member of his or her immediate family seeking to contract with the City shall seek a conflict of interest opinion from the City Attorney prior to submittal of a response to contract with the City. The affected employee shall disclose the employee's assigned function within the City and interest or interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with California Statutes. The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.9 CANCELLATION OF SOLICITATION

The City reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the City.

3.10 AWARD

- A.** The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the City with price, technical, and other applicable factors considered. The City reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in the best interest. The City shall be the sole judge of its best interest.
- B.** When there are multiple line items in a solicitation, the City reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the City. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the City.
- C.** The City reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined

to be in the City's best interest to do so.

- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the City. The City may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A contractor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the City's Purchasing Procedure Manual.

3.11 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall insure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the contractor and the City user department shall be referred to the Procurement office for resolution.

3.12 CONTRACT EXTENSION

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for one (1) additional three-year period. Prior to completion of each exercised contract term, the City may consider an adjustment to the revenue sharing terms.

The City reserves the right to reject any written adjustment to the revenue sharing terms submitted by the contractor and/or to not exercise any otherwise available option period based on such adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is upon mutual agreement between the City and contractor.

3.13 WARRANTY

All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the contractor against factory defects and workmanship. At no expense to the City, the contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.14 ESTIMATED QUANTITIES

Estimated quantities or dollars are for contractor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use estimated quantities in the award evaluation process. In no event shall the City be liable for payments in excess of the amount due for quantities of goods and services actually ordered.

3.15 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement that will satisfy its needs as described within this solicitation. However, the City reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the City be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.16 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual agreement between the City and the contractor, continue until completion without change to the then current prices, terms and conditions.

3.17 LAWS, RULES, REGULATIONS AND LICENSES

The contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the contractor assures that it is in compliance with Title VI of the 1964 Civil Rights Act, as amended, in that the contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the end/or employees or applicants for employment. The contractor understands that any contract is conditioned upon the veracity of this statement.

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA

regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the City and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

3.18 SUBCONTRACTING

Unless otherwise stipulated herein, the contractor shall not subcontract any portion of the work without the prior written consent of the City. Subcontracting without prior consent of the City may result in termination of the contract for default.

3.19 ASSIGNMENT

Neither party shall assign or subcontract its rights nor shall obligations under the Contract without prior written permission of the other party, and no such assignment or subcontracts be effective until approved in writing by the other party.

3.20 RESPONSIBILITY AS EMPLOYER

The employee(s) of the contractor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the City. The contractor shall provide employee(s) capable of performing the work as required. The City may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.21 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless City, its directors, officers, agents, contractors and employees to the maximum extent permitted by law from and against any and all claims, demands, actions, causes of action, damages, liability, obligation, costs and expenses of any kind whatsoever, including (without limitation) those personal injuries (including, but not limited to death, bodily injury, emotional or mental distress and loss of consortium), property damage or pecuniary, financial or economic loss of any kind whatsoever to the extent that they are caused by any breach of Contractor's obligations under this Contract, willful misconduct, or the negligent provision or omission of services contemplated by this Contract by Contractor or its employees, or parties contracting with Contractor or agents. Contractor further agrees to defend any such claims, demands, actions, or causes of actions for any damages, injuries or losses whatsoever, and pay charges of attorneys and other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against City or any of the other individuals enumerated above in any such action, Contractor shall, at Contractor's expense, satisfy and discharge the same to the extent that they are covered by the above Agreement to indemnify. Contractor's obligations and duties as established in this Section will be enforced and apply to breach of Contractor's obligations under this Contract, to Contractor's negligent acts,

omissions, or failures to act of any kind, or to Contractor's willful or intentional misconduct.

To the extent covered by the above, Contractor's duty to defend shall further apply and be enforced even if it is contended the acts, omissions or failures to act of parties other than Contractor, including City and the individuals enumerated above, caused or contributed to the losses, injuries or damages claimed.

For the purpose of this Section, the term "losses" means all amounts paid to settle or satisfy any judgment or awards plus reasonable amounts paid on account of attorneys' fees, court costs and other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

This provision is intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable; the remainder is to be severable and enforceable.

3.22 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

3.23 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the contractor shall not incur any additional costs under this contract. The City shall be liable only for reasonable costs incurred by the contractor prior to notice of termination. The City shall be the sole judge of "reasonable costs".

3.24 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.25 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the contractor fails to perform in accordance with the terms and conditions stated herein. The City further reserves the right to suspend or debar the contractor in accordance with the City ordinances, resolutions and/or

administrative orders. The contractor will be notified by the letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the contractor.

3.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempt to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The City as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.27 RIGHT TO AUDIT

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the City is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the City, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, single Bid or a single responsive Bid, the Contractor shall maintain and the Transit Manager, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
2. For Contract modifications or change orders the Transit Manager, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or

combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Transit Manager may renegotiate the Contract modification or change order price adjustment, and the City shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data. The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

3.28 GOVERNING LAWS

This Contract shall be governed by the laws of State of California without regard to conflict of law rules. The Contractor consents to the jurisdiction of the identified State and the County where the City is located.

3.29 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Transit Manager's or City Manager's decision, as the case may be.

- 1. Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
- 2. Negotiation between Transit Managers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the designated Transit Manager of the City ordering the equipment and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the

party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Transit Manager of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

3.30 PROTEST PROCEDURES

All protests must be in writing, stating the name and address of protestor, a contact person, title, and contact number. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

Address

All protests must be addressed as follows:

City Contact: Richard I. Tree
Address: City of Porterville
291 N. Main St.
Porterville, CA 93257

Protests not properly addressed to the address shown above may not be considered by the City.

Copies of the City's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from Mr. Richard Tree, Transit Manager, City of Porterville, 291 N. Main Street, Porterville, CA 93257, 559-782-7448.

3.31 PRE-PROPOSAL PROTESTS

Pre-Proposal protests are protests based upon the content of the solicitation documents. Three copies of Pre-Proposal protests must be received by the City's office no later than ten (10) calendar days after the RFP is first advertised. Protests shall be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Proposals. A written decision specifying the grounds for sustaining all or part of or denying the protest shall be transmitted to the protestor prior to the due date for Proposals. If the protest is sustained, the Proposal due date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the City, the solicitation may be

canceled. If the protest is denied, Proposals shall be received and opened on the scheduled date unless a protest is filed with FTA. See "FTA Review," below.

3.32 PROTESTS ON THE RECOMMENDED AWARD

All Proposer(s) shall be notified of the recommended award. This notice shall be transmitted to each bidder at the address contained in its Proposal form in a manner that provides verification of receipt. Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground not specified in "Pre-Proposal Protests," above. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the City at the appropriate address in "Address," above, no later than fifteen (15) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest shall be transmitted to the proposer and the proposer recommended for award in a manner that provides verification of receipt.

3.33 FTA REVIEW

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation or its designee pursuant to the procedures provided in the FTA C 4220.1F or its successor. FTA review is limited to the alleged failure of the City to have written protest procedures, the alleged failure of the City to follow those procedures, the alleged failure of the City to review a protest or the alleged violation of Federal law or regulation.

3.34 FORCE MAJEURE

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the City or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the City subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and

- d. The Contractor makes written request and provides other information to the City as described in below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

The City reserves the right to rescind or shorten any extension previously granted, if subsequently the City determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the City shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the City within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the City within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The City shall make its determination within thirty (30) calendar days after receipt of the application.

3.35 COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS.

This contract is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

1. Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

2. School Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or facilities.

3. Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

4. Clean Water

All Contracts and Subcontracts over \$100,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

5. Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying

contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

6. Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the

US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

7. Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

8. Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

9. Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

10. Contract Work Hours & Safety Standards Act
Applicability – Contracts over \$100,000.

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

11. No Government Obligation to Third Parties
Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US

Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13. Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000.

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of

termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any

extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in

the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not

performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

14. Government Wide Debarment and Suspension (Non Procurement)
Applicability – Contracts over \$25,000.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to

those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16. Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from

discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

17. Breaches and Dispute Resolution
All contracts over \$100,000.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or

contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

(1) Contractor shall comply with applicable transit employee protective requirements as follows: (a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

19. Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

20. Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

21. Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free

Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug- Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

22. **Full and Open Competition**
In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.
23. **Prohibition Against Exclusionary or Discriminatory Specifications**
Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.
24. **Conformance with ITS National Architecture**
Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
25. **Access Requirements for Persons with Disabilities**
Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
26. **Notification of Federal Participation**
To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

27. Interest of Members or Delegates to Congress
No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.
28. Ineligible Contractors and Subcontractors
Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.
29. Other Contract Requirements
To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.
30. Compliance with Federal Regulations
Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
31. Real Property
Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
32. Access to Services for Persons with Limited English Proficiency
To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No.

13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

33. Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

34. Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

35. Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

36. Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

37. Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as

applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

38. CFDA number for the Federal Transportation Administration
A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

SECTION 4: FORMS AND CERTIFICATIONS
RFP 18/19-AC1882

PRICING SCHEDULE

This PROPOSAL FORM is to be used to submit the PROPOSER'S firm fixed revenue sharing proposal for all work described in SECTION 8 – "SCOPE OF WORK".

Revenue Sharing For Transit Advertising

Contractor Revenue Percentage (%) _____

City Revenue Percentage (%) _____

Printed Name, Title: _____

Signature: _____

Date: _____

Proposer to submit signed and electronic copy

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

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RFP PROPOSAL FORM “B”
Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract values over \$25,000

Choose one alternative:

- ☐ – The Bidder, _____ certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- ☐ – The Bid is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)
- The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– **Executed in** [insert city and state].

Name:

Authorized signature

Date

Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Bidder) certifies, by submission of this Bid, that neither it nor its “principals” as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Bidder is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an “X” in the following space: _____

THE BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the bidder’s authorized official:

Authorized signature

Date

49 CFR PART – 20 CERTIFICATION REGARDING LOBBYING – FORM “C”
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The Bidder certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instruction, as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Bidder or Proposer’s authorized official: _____

Title: _____

Signature

Date

Per paragraph 2 of the included from Lobbying Certifications, add Standard Form – LLL, “Disclosure Form to Report Lobbying,” if applicable.

BUY AMERICA CERTIFICATION – FORM “D”

Buy America Certification For Procurement of Steel, Iron, or Manufactured Products (Excludes Rolling Stock)

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

Certificate of Compliance

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC Section 5323(j)(1) and the applicable regulations in 49 CFR Part 661.:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC Section 5323(j)(1), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

DBE PARTICIPATION INFORMATION – FORM “E”

(Proposer must check Option #1 or #2 below, provide required information regarding certified DBE's, and sign this Information Sheet.)

_____ Option #1 – No Certified DBE participation proposed for this contract.

_____ Option #2 – It is proposed that the following DBE(s) be used on this contract.

Name of Certified DBE

DBE Certification NO.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Capacity of DBE (e.g., contractor,
subcontractor, Vendor)

\$ Amount DBE Participation

Description of service or materials to be provided by DBE

Name of Certified DBE

DBE Certification NO.

DBE Address

DBE Telephone No.

DBE E-Mail Address

Capacity of DBE (e.g., contractor,
subcontractor, Vendor)

\$ Amount DBE Participation

Description of service or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title

Name of Contractor, if different than signatory

WORKERS' COMPENSATION INSURANCE CERTIFICATE – FORM “F”

[illegible]

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against the liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE – FORM “G”

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Porterville, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Transit Manager setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees, placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Transit Manager, advising the labor union or the workers' representative of the CONTRACTORS' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR' non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with the procedures

authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The Consultant hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

BID FORM – Form “H”

Bidder shall complete the following form and include it in the Bid.

BIDDER

By execution below by a duly authorized representative(s) of the Bidder, the Bidder hereby offers to furnish services as specified in its Bid submitted to **City of Porterville** in response to Invitation to RFP 13/14-AC1806 REVENUE SHARING TRANSIT ADVERTISING in its entirety.

Bidder:

Street address:

City, state, ZIP:

Name and title of Authorized Signer(s):

Name and title of Authorized Signer(s):

Phone:

Authorized signature

Date

Authorized signature

Date

PRE-AWARD EVALUATION DATA FROM – FORM “I”

Instructions: This form is to be completed and included in the Qualifications Package. Attach additional pages is required.

City of Porterville RFP 18/19-AC1882

1. Name of firm: 2. Address: 3. ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture 4. Date organized: State in which incorporated: 5. Names of officers or partners: a. b. c. d. 6. How long has your firm been in business under its present name?	
7. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? Has your firm ever defaulted on a performance bond? ☐ Yes ☐ No If yes, then attach as SCHEDULE ONE the full particulars regarding each occurrence. 8. Attach as SCHEDULE TWO a list of similar current contracts which demonstrates your technical proficiency, each with contract amount, name and address of contracting party including a contact person and their phone number, character or type of work and percentage of completion. 9. Attach as SCHEDULE THREE a list of similar contracts, each with contract amount, name of contracting party including a contact person and their phone number, character or type of work for similar contracts completed in the last five (5) years. 10. In the last two (2) years have you ever been denied an award where you were selected? _____. If the answer is YES, attach as SCHEDULE FOUR the full particulars regarding each occurrence. 11. Have you ever failed to complete, in the past five (5) years, any contract on which you were selected? _____. If the answer is YES, attach as SCHEDULE FIVE the full particulars regarding each occurrence. 12. Have you had any litigation within the previous 5 years involving any current or former projects with clients or government agencies? If the answer is YES, attached as SCHEDULE SIX the findings of any litigation including the status of each case.	
The above information is confidential and shall not be divulged to any unauthorized personnel.	
The undersigned certifies to the accuracy of all information: Name and title: Company: _____	
Authorized signature	Date

ACKNOWLEDGEMENT OF ADDENDA – FORM “J”

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____, ___ Dated

Addendum No. _____, ___ Dated

Addendum No. _____, ___ Dated

Addendum No. _____, ___ Dated

Offeror:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

ATTACHMENT 1

PORTERVILLE TRANSIT VEHICLE LIST

	<u>Service</u>	<u>Year/Make</u>	<u>AD Frames</u>	<u>King</u>	<u>Queen</u>	<u>Tail</u>
1	Transit	2007 E-Z Rider II	Yes	104x30"	63x21"	70x21"
2	Transit	2007 E-Z Rider II	Yes	104x30"	63x21"	70x21"
3	Transit	2007 E-Z Rider II	Yes	104x30"	63x21"	70x21"
4	Transit	2007 E-Z Rider II	Yes	104x30"	63x21"	70x21"
5	Transit	2010 E-Z Rider II	Yes	104x30"	63x21"	70x21"
6	Transit	2010 E-Z Rider II	Yes	104x30"	63x21"	70x21"
7	Transit	2010 E-Z Rider II	Yes	104x30"	63x21"	70x21"
8	Transit	2010 E-Z Rider II	Yes	104x30"	63x21"	70x21"
9	Transit	2010 E-Z Rider II	Yes	104x30"	63x21"	70x21"
10	Transit	2013 E-Z Rider II	Yes	104x30"	63x21"	70x21"
11	Transit	2013 E-Z Rider II	Yes	104x30"	63x21"	70x21"
12	Transit	2015 E-Z Rider II	Yes	104x30"	63x21"	70x21"
13	Transit	2015 E-Z Rider II	Yes	104x30"	63x21"	70x21"
14	Transit	2018 EV350 Electric	No	Open	Open	Open
15	Transit	2018 EV350 Electric	No	Open	Open	Open
16	Transit	2018 EV350 Electric	No	Open	Open	Open
17	Transit	2018 EV350 Electric	No	Open	Open	Open
18	Transit	2018 EV350 Electric	No	Open	Open	Open
19	Transit	2018 EV350 Electric	No	Open	Open	Open
20	Transit	2018 EV350 Electric	No	Open	Open	Open
21	Transit	2018 EV350 Electric	No	Open	Open	Open
22	Transit	2018 EV350 Electric	No	Open	Open	Open
23	Transit	2018 EV350 Electric	No	Open	Open	Open
*The Electric Fleet will be the dedicated fleet starting June 2019						
24	Paratransit	2013 E-Z Street	NO	Open	Open	Open
25	Paratransit	2013 E-Z Street	NO	Open	Open	Open
26	Paratransit	2013 E-Z Street	NO	Open	Open	Open
27	Paratransit	2007 Chev. Mini-van	NO			
28	Paratransit	2008 Chev. Mini-van	NO			
29	Paratransit	2008 Chev. Mini-van	NO			

ATTACHMENT 2

ADVERTISING POLICY CITY OF PORTERVILLE PUBLIC TRANSPORTATION

The City of Porterville's public transportation system (hereinafter referred to as Porterville Transit) will accept limited advertising on and in its vehicles, at designated areas within its transit facilities and at other transit sites as it deems appropriate to the following guidelines:

I. Purpose and Intent

The purpose of this policy is to create definite, uniform standards for the display of advertising on Porterville Transit buses, bus shelters and any and all other forums owned, leased, controlled or operated by Porterville Transit. It is Porterville Transit's policy that any and all forums for advertising under this policy are not public forums for political discourse or expressive activity. These areas are not intended to provide a forum for all types of advertisements, but only the limited advertisements accepted under the policy. All advertising shall be subject to this uniform, view point neutral policy.

It is Porterville Transit's declared intent and purpose to take into account interests which are of importance to the operation of the Porterville Transit system. These interests include:

- 1) Maximizing revenues by advertising;
- 2) Maintaining an orderly administration and operation of the City of Porterville's transportation system, which includes maximizing revenues by attracting and maintaining the patronage of passengers;
- 3) Maintaining the safety of passengers;
- 4) Protecting minors who travel on the Porterville Transit system; and
- 5) Avoiding any potential identification of Porterville Transit with the viewpoints expressed in advertisement on transit property.

Porterville Transit reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractor. Any member of the public may obtain a copy of these standards at any time, upon request.

II. Advertising Standards and Restrictions

A. Permitted Advertising Content

It is the intent of Porterville Transit to permit commercial advertising for products and services. All Commercial and Promotional Advertising must meet or exceed high quality standards of art and design as exemplified in the industry and as determined by Porterville Transit or its authorized Advertising Contractor as defined herein.

- 1) Commercial and Promotional Advertising. Commercial and promotional advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transaction, donations, products or property for commercial purposes or more generally promotes an entity that engages in such activity.
- 2) Disclaimer. Porterville Transit reserves the right, in all circumstances, to require an advertisement to include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of Porterville Transit.
- 3) Additional Requirement. Any advertising in which the identity of the sponsor is not readily and unambiguously identified must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72 point type for exteriors and 24 point type for interiors): "Advertisement paid for by [Sponsor's Name]."
- 4) Government Use. The City reserves the right to utilize any areas it has deemed appropriate for advertising pursuant to this policy for its own promotional purposes, including but not limited to the promotion of city-sponsored events, or to permit use by other governmental agencies for the promotion of local governmental services.

B. Prohibited Advertising Content

Porterville transit intends that its advertising venues constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in Porterville Transit property. No advertisement will be displayed or maintained if the advertisement or information contained in it falls within one or more of the following categories:

- 1) False, misleading, or deceptive commercial speech. This advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.
- 2) Unlawful goods or services. This advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services under local, state, or federal laws.
- 3) Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities under local, state or federal laws.
- 4) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by Porterville Transit of any service, product or point of view, without prior written authorization of Porterville Transit (through its Director).
- 5) Obscenity or Nudity. Contains any nudity, obscenity, sexual content, sexual excitement, or sadomasochistic abuse as those terms defined in California State statutes.
- 6) Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary or community standards, would find appeals to the prurient interest of minors or adults in sex.
- 7) Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products.
- 8) Alcohol, Marijuana, and Regulated Substances. Advertising that promotes the sale or use of beer, wine, distilled spirits, alcoholic beverages, or any substance licensed and regulated under California law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.

- 9) Firearms. Advertisement that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products.
- 10) Demeaning or disparaging. Advertising that includes language, pictures, or other graphic representations that are derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.
- 11) Profanity. The advertisement contains profane language.
- 12) Violence. The advertisement contains an image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.
- 13) “Adult” – oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, adult book stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites and escort services.
- 14) Political. Advertisement promoting or opposing (i) a political party; (ii) the election of any candidate or group of candidates for federal, state or local government offices; (iii) any legislation, initiative, referendum or ballot measure; or (iv) a political action committee, political campaign or political philosophy.
- 15) Public Issue. Advertising expressing or advocating an opinion, position, or viewpoint on matters of public debate about economic, political, religious or social issues.
- 16) Harmful or Disruptive to Transit System. Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with Porterville Transit’s transportation system.

III. Advertising Program and Administration

A. Administration.

Porterville Transit shall select an "Advertising Contractor" who shall be responsible for the daily administration of Porterville Transit's advertising program, in a manner consistent with these guidelines. Porterville Transit shall designate the "Transit Manager" to be the primary contact for Porterville Transit with the Advertising Contractor.

B. Procedure.

The Advertising Contractor shall review each advertisement submitted for display on or in Porterville Transit's property to determine whether the advertisement falls within the adopted standards and guidelines. If it appears the advertisement may be questionable; the Contractor shall notify the Transit Manager at Porterville Transit before the advertisement is approved and installed.

- 1) The Transit Manager will review the advertisement to determine whether the advertisement meets the adopted standards and guidelines set forth in Section II of this policy.
- 2) If the Transit Manager determines that the advertisement does not meet the adopted standards and guidelines, or where there is uncertainty as to whether or not a particular advertisement meets such guidelines, the Transit Manager shall refer the matter to the Public Works Director for a determination. If the Public Works Director finds the advertisement does not violate the standards, he or she will inform the Transit Manager who will advise Contractor of determination. The Public Works Director is the final authority.

C. Execution.

All advertising displayed on the Porterville Transit system shall be authorized by a fully executed "Transit Advertising Contract," by and between the Advertising Contractor and the Advertiser.

**SERVICE AGREEMENT
RFP 18/19-AC1882
BETWEEN
THE CITY OF PORTERVILLE
AND
XXXXXXXXXXXXXXXXXX**

THIS AGREEMENT is made and entered into on XXXXXXX between and among **City of Porterville**, a California municipal corporation, hereinafter referred to as "CITY"; and **XXXXXXXXXXXXXXXXXX**, hereinafter referred to as "CONTRACTOR" or collectively as "Parties."

RECITALS

WHEREAS, CITY, by its Request for Proposals NO. XXXXXXXXXX, duly advertised for written statements of qualifications to be submitted on or before 4:00 p.m. on XXXXXXXXXX for Revenue Sharing Transit Advertising ("ADVERTISING") by the CITY; and

WHEREAS, the CITY's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

WHEREAS, CONTRACTOR submitted a Proposal to CITY'S Request for Proposals; and

WHEREAS, after it was determined that CONTRACTOR was the highest ranked firm; and

WHEREAS, CONTRACTOR'S proposal in response to CITY'S Request for Proposal is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

WHEREAS, the Porterville City Council has authorized the Mayor to award contracts and accept CONTRACTOR'S bid through agreement by and between CONTRACTOR and CITY upon the terms and conditions set forth herein; and

WHEREAS, CITY has fully complied with all federal, state, and local laws governing the public bidding process for ADVERTISING;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, CONTRACTOR and CITY hereby agrees as follows:

1. CONTRACT DOCUMENTS. This Agreement along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP 18/19-AC1882 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both Parties to this Agreement.

2. DESCRIPTION OF SERVICES. CONTRACTOR hereby agrees to provide services and materials, as defined, through the term of this contract, based on qualifications defined in Exhibit A, Request for Proposals for Revenue Sharing Transit Advertising, as provided by CONTRACTOR in connection with the above described project.

3. CONTRACT PRICING. In consideration for said services and materials, CITY shall pay CONTRACTOR based on the percentage as defined and detailed in Exhibit C (specifically, Pricing Fee Schedule). Direct costs such as travel, postage, printing, etc. will be the sole responsibility of the CONTRACTOR. In the event the contract is extended for any period of time, the cost of services must be agreed upon by both parties.

4. TIME OF PAYMENT. Payments shall be made on a monthly basis, prior to the thirtieth (30th) day of the following month by check. Each payment shall include accurate, current, and verifiable financial records supporting the specific amount being tendered to the Contractor.

5. PERFORMANCE PERIOD. This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Porterville City Council, unless otherwise stipulated in the Notice of Award Letter distributed by the City; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be for three (3) years, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for one additional three-year period.

6. FAMILIARITY WITH PROJECT. CONTRACTOR agrees that it will rely on its own findings and research to perform the services required under this agreement and will not rely solely upon the opinions or representations of CITY unless CITY is the only available source of said information. CONTRACTOR shall become familiar enough with project details to independently perform its services in conformance with the normal standard of care for such projects.

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

- a. Full liability under worker's compensation laws of the State of California; and
- b. Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONTRACTOR and any injuries to third parties, including employees of CITY and CONTRACTOR. CONTRACTOR agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONTRACTOR or any of its employees or agents.

8. WORKMANSHIP AND MATERIALS. Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONTRACTOR, shall become property of CITY.

Documents, including drawings and specifications, prepared by CONTRACTOR pursuant to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONTRACTOR will be at CITY'S sole risk and without liability to CONTRACTOR. Further, any and all liability arising out of changes made to CONTRACTOR's deliverable under this Agreement by CITY or persons other

than CONTRACTOR is waived as against CONTRACTOR, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONTRACTOR written consent for such changes.

CONTRACTOR hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

9. **NO ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

10. **NO ATTORNEY'S FEES.** If litigation is required to enforce or interpret the provisions of this Agreement, neither CONTRACTOR nor the CITY shall be entitled to an award of attorney's fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

11. **MODIFICATION.** This Agreement may be modified only in a writing approved by the City and signed by all Parties.

12. **AFFIRMATIVE ACTION.** CONTRACTOR will not discriminate against any employee, or applicant for employment because of race, color, religion, gender, marital status, or national origin.

13. **CONFLICT OF INTEREST CODE.** CONTRACTOR agrees to comply with the regulations of CITY'S "Conflict of Interest Code". Said code is in accordance with the requirements of the Political Reform Act of 1974.

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

14. **TERMINATION.** Either party for just cause may terminate this contract by giving thirty (30) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONTRACTOR may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

15. **ENTIRE CONTRACT.** It is understood and agreed that this Service

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

16. DISPUTES/ VENUE. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Tulare, State of California. CONTRACTOR hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

17. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS. This contract is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements.

18. NO WAIVER OF DEFAULT. The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

19. FURTHER ASSURANCES. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

20. NON-INTEREST. No officer or employee of the City shall hold any interest in this Agreement (California Government Code section 1090).

21. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of any entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

22. INDEMNIFICATION. CONTRACTOR shall indemnify, defend and hold harmless CITY, its directors, officers, agents, contractors and employees to the maximum extent permitted by law from and against any and all claims, demands, actions, causes of action, damages, liability, obligation, costs and expenses of any kind whatsoever, including (without limitation) those personal injuries (including, but not limited to death, bodily injury, emotional or mental distress and loss of consortium), property damage or pecuniary, financial or economic loss of any kind whatsoever to the

extent that they are caused by any breach of CONTRACTOR'S obligations under this Contract, willful misconduct, or the negligent provision or omission of services contemplated by this Contract by CONTRACTOR or its employees, or parties contracting with CONTRACTOR or agents. CONTRACTOR further agrees to defend any such claims, demands, actions, or causes of actions for any damages, injuries or losses whatsoever, and pay charges of attorneys and other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against City or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at CONTRACTOR'S expense, satisfy and discharge the same to the extent that they are covered by the above Agreement to indemnify. CONTRACTOR'S obligations and duties as established in this Section will be enforced and apply to breach of CONTRACTOR'S obligations under this Contract, to CONTRACTOR'S negligent acts, omissions, or failures to act of any kind, or to CONTRACTOR'S willful or intentional misconduct.

To the extent covered by the above, CONTRACTOR'S duty to defend shall further apply and be enforced even if it is contended the acts, omissions or failures to act of parties other than CONTRACTOR, including City and the individuals enumerated above, caused or contributed to the losses, injuries or damages claimed.

For the purpose of this Section, the term "losses" means all amounts paid to settle or satisfy any judgment or awards plus reasonable amounts paid on account of attorneys' fees, court costs and other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

This provision is intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable; the remainder is to be severable and enforceable.

23. NOTICE. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

CITY: Richard Tree
City of Porterville
Transit Manager
291 N. Main St.
Porterville, CA 93257

CONTRACTOR:

24. EXECUTION. This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

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

CITY OF PORTERVILLE

By _____ By _____
Mayor President

Date _____ Date _____

HLH:vs



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Community Clean-Up Events

SOURCE: Public Works

COMMENT: To encourage local property maintenance and beautification, the City sponsors two clean-up events every year; one in the Spring and one in the Fall. These events offer City residential customers free disposal of general trash, bulky items, woodwaste, yard clippings, and e-waste at the City's Corporation Yard. Last year's Spring event saw 629 vehicles, with the Fall event seeing 653 vehicles.

Based on the success of prior events, staff recommends the City again host two Community Clean-Up Events in 2019. The proposed event dates are Saturday, April 13th and Saturday, October 19th. Staff is unaware of any community event conflicts with these dates. As in the past, the events are open to all residents receiving City residential refuse service. Staff estimates City costs for both events to be approximately \$11,000 funded through the Solid Waste Operating Budget.

RECOMMENDATION: That City Council:

1. Declare April 13, 2019, "Spring Clean-Up Day" and October 19, 2019, "Fall Clean-Up Day";
2. Encourage all residents to clean up their properties and take advantage of these special opportunities offered by the City;
3. Authorize the City to accept trash, litter, and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean-Up Events for free disposal; and
4. Authorize the cost of both events be funded from the Solid Waste Operating Budget.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Reimbursement for the Construction of Redwood Street Water Master Plan Improvements - Burton School District new 6-8 Middle School at the Northeast corner of Thurman Avenue and Redwood Street

SOURCE: Public Works

COMMENT: The developer of the new middle school at the northeast corner of Thurman Avenue and Redwood Street, Burton School District, is requesting reimbursement for the cost of constructing a 12" water main in Redwood Street from Olive Avenue to its northern terminus, north of Thurman Avenue, and other improvements necessary to meet fire flow requirements per City Standards and the Fire Code.

The following are the applicable Municipal Code Sections related to master plan improvements subject to reimbursement:

25-32.3: ACREAGE FEE:

A. Purpose: In order to implement the goals and objectives of the water system master plan of the city, and to provide needed water facilities for new development in the planning area, certain public water facilities must be constructed. The city council has determined that a development impact fee is needed in order to finance these public improvements and to pay for the development's fair share of the construction costs of these improvements. In establishing the fee described in the following subsections, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the city's housing needs as established in the housing element of the general plan.

B. Established: An acreage fee is hereby established upon issuance of certificate of occupancy for development in the city, or upon connection to the city water system to pay for water system improvements. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer upon issuance of certificate of occupancy or connection to the water system. On an annual basis, this fee shall be adjusted by the "Engineering News Record Construction Cost Index" publication.

C. Limited Use of Fees: The revenues raised by payment of this fee shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:

1. Pay for the city's future construction of water facilities described in the resolution enacted with this section, or to reimburse the city for those described or listed facilities constructed by the city with funds advanced by the city from other resources; or
2. Reimburse developers who have been required or permitted as set forth below, to install such listed facilities which are oversized with supplemental size, length, or capacity. (Ord. 1754, 6-2-2009)

These sections of the Municipal Code of the City of Porterville requires developers to pay impact fees that are then established for reimbursement of master plan improvements constructed by the developer as defined by the adopted master plans, in this case the Water Master Plan. Burton School District paid all impact fees prior to construction.

The costs associated with the water improvements within Redwood Street between Olive Avenue and Thurman Avenue, inclusive of other incidental improvements, were prepared by the Architect in charge and have been found to be acceptable to staff. A brief summary of reimbursement amounts per category is as follows:

REDWOOD STREET WATER MASTER PLAN IMPROVEMENTS:

Water Main & appurtenances	\$289,314.00
Bid Advertisement	1,284.58
Administration, Engineering & Construction Staking	<u>10,179.75</u>
Total Master Plan Reimbursement:	\$300,778.33

Burton School District obtained City Council extraterritorial service rights for the new middle school on May 7, 2013, and completed the improvements prior to commencement of the new 2018 school year. City of Porterville engineering staff has inspected the improvements and have found them to meet City Standards.

RECOMMENDATION: That the City Council:

1. Accept the water master plan improvements related to the new Burton 6-8 middle school for maintenance;
2. Approve reimbursement to Burton School District per Section 25-32.3 of the City of Porterville Municipal Code; and
3. Authorize the Finance Director to disburse \$300,778.33 to Burton School District.

ATTACHMENTS:

1. Reimbursement Letter
2. Offsite Water New K-8-Progress Payment
3. Offsite Water Executed Contract
4. Advertisement Redwood Water Line Extension
5. Engineering Design-Construction Invoices
6. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

January 9, 2019

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

**Subject: Burton School District, New K-8 School; Off-Site Water Connection
Reimbursement**

Dear Mike:

In accordance with the request from Tracy Tucker, Burton School District, Director of Facilities and Operations, I am submitting this request for reimbursement pertaining to the installation of Water Master Plan Improvements which were constructed with the New K-8 School located at Thurman Avenue and Redwood Street.

Enclosed are copies of the following items:

- Construction Contract,
- Final Progress Invoice,
- Bid Advertising Invoice, and
- Engineering Design and Construction Services Invoices

Following is a summary of the reimbursement request based upon the enclosed information listed above for construction work, bid advertising, and engineering design and construction services:

Construction costs:	\$289,314.00
Bid Advertising:	\$1,284.58
<u>Engineering Design & Const. Services:</u>	<u>\$10,179.75</u>
Total Reimbursement Request:	\$300,778.33

January 9, 2019

Please process this request for acceptance of and reimbursement for the above described Water Master Plan Improvements. If you have any questions or need additional information, please contact me.

Sincerely,



Jeffery S. Cowart, PE
Vice President/Civil Engineer

Enclosures: Construction Contract
Final Progress Invoice
Bid Advertising Invoice
Engineering design and construction services invoices

cc: Tracy Tucker, Burton School District
Pete Buotte, Mangini Associates, Inc

180096.02
JSC/ bg

JT2 INC DBA TODD COMPANIES
1701 N. CLANCY COURT
P O BOX 6820
VISALIA, CA 93290
(559) 651-5820 Fax (559) 651-5830

CUSTOMER #: 18063

INVOICE #: 54381R

INVOICE DATE: 07/27/18

DUE DATE: 08/26/18

BILL TO:

TC-BSD-Offsite Water New K-8
 264 N. Westwood Street
 Porterville, CA 93257

JOB: 18-063

TC-BSD-Offsite Water New K-8
 Corner of Thurman Ave and
 Reedwood Ave
 Porterville, CA

CODE	DESCRIPTION	CURRENT CONTRACT	PREVIOUS BILLED	PREV %	% COMPL	CURRENT BILLING
10	MobBonds/Insurance	21,172.00	21,172.00	100.0	100.0	
11	Mob/Mobilization	2,000.00			100.0	2,000.00
12	Mob/DemobCloseOut	1,750.00			100.0	1,750.00
13	12"C900Materials	97,148.00	97,148.00	100.0	100.0	
14	12"C900 Labor	58,187.00			100.0	58,187.00
15	FireHydrantMaterials	5,512.00	5,512.00	100.0	100.0	
16	FireHydrantLabor	980.00			100.0	980.00
17	AirReleaseMaterials	8,237.00	8,237.00	100.0	100.0	
18	AirReleaseLabor	3,797.00			100.0	3,797.00
19	TrenchPatchMaterials	20,100.00			100.0	20,100.00
20	TrenchPatchLabor	48,867.00			100.0	48,867.00
TOTALS:		267,750.00	132,069.00	49.3	100.0	135,681.00
C001	Install12"MJGateValv	3,718.00			100.0	3,718.00
C002	Inst.2bends	10,320.00			100.0	10,320.00
C003	AddedFittings@POC	7,526.00			100.0	7,526.00
CHANGE ORDER TOTALS:		21,564.00			100.0	21,564.00
SUBTOTAL:						157,245.00
LESS RETENTION:						-7,862.25
NET DUE:						149,382.75

Total construction cost for off-site
 water line for reimbursement =
\$289,314.00

***IF THIS BILLING IS BEING REVISED, PLEASE FAX BILLING BACK TO (559) 651-5830
 SHOWING REVISIONS AND WE WILL ADJUST OUR BILLING ACCORDINGLY.***

PLEASE MAKE SURE ALL CHECKS ARE MADE PAYABLE TO TODD COMPANIES

REMIT TO : P.O. BOX 6820, VISALIA, CA 93290

Thank you for your business!

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: TC-BSD-Offsite Water New K-8

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: JT2 INC DBA TODD COMPANIES

Name of Customer: TC-BSD-Offsite Water New K-8

Job Location: Corner of Thurman Ave and, Reedwood Ave, Porterville, CA

Owner: Burton School District

Through Date: 07/27/18

Conditional Waiver and Release:

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: TC-BSD-Offsite Water New K-8

Amount of Check: \$149,382.75

Check Payable to: JT2 INC DBA TODD COMPANIES

Exceptions:

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: 10/18/18

Amount(s) of unpaid progress payment(s): \$ 125,405.55

- (4) Contract rights, including

(A) a right based on rescission, abandonment, or breach of contract, and

(B) the right to recover compensation for work not compensated by the payment.

DATE: 8/06/18

JT2 INC DBA TODD COMPANIES

Ramon Todd
(signature)

AK
(title)

SECTION 00 4110 - BID FORM

BID TO: Burton School District
264 North Westwood
Porterville, CA 93257

BID FROM: JT2 INC DBA TODD COMPANIES
PO BOX 6820
VISALIA CA 93290
Phone: 559-651-5820
Email: JT2@JT2INC.COM/ASSISTANT@JT2INC.COM

Fax: 559-651-5830

PROJECT: OFF-SITE WATER CONNECTION FOR NEW K-8 SCHOOL

BASIS FOR BIDS: All work required for construction of Off-Site Water Connection for New K-8 School, located at the corner of Thurman Avenue and Redwood Street, Porterville, California.

The undersigned, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be performed, the Invitation to Bid, the Instructions to Bidders, the Drawings, the Specifications, the Agreement, the General Conditions, all addenda, and all Contract Documents for this Project, proposes and agrees to be bound by all terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the Project called for by them for the entire order in strict conformity with the Contract Documents.

ADDENDA: The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # <u>0</u>	Dated _____	Addendum # _____	Dated _____
Addendum # _____	Dated _____	Addendum # _____	Dated _____
Addendum # _____	Dated _____	Addendum # _____	Dated _____

BASE BID: Lump Sum price for construction of the Base Bid portions of the Project (in accordance with the Contract Documents):

Two hundred Sixty seven thousand Seven
hundred Fifty and 00/100 Dollars (\$ 267,750.⁰⁰)

CONDITIONS

Bid Form:

- .1 Bidder agrees that he/she has checked carefully all words and figures inserted in the Bid Form and that he/she is solely responsible for errors or omissions therein.
- .2 Forms submitted with incomplete bid amounts or signature are subject to non-acceptance by Owner. Amounts shall be stated in writing and figures.
- .3 Owner reserves the right to reject any or all Bids, waive any informality in any Bid, determine in his own discretion the responsibility of any Bidder, and determine which Bid is most advantageous to Owner.

Bid Form Attachments: Bid Form shall be accompanied the following, using forms included in the Project Manual:

- .1 Bid Form
- .2 Bidder's Bond
- .3 Subcontractor List
- .4 Non-Collusion Affidavit
- .5 Contractor's Certificate Regarding Workers Compensation
- .6 Fingerprinting Notice and Acknowledgment
- .7 Sufficient Funds Declaration
- .8 Prime Bidder Good Faith Effort Worksheet and Prime Bidder Certification of Disabled Veteran Business Enterprise Participation. Due within 24 hours of the opening of bids by the apparent low bidder.

Time for Completion: Bidder agrees to complete all Work within 45 calendar days, commencing with the date established in the written notice from Owner to proceed, and ending with the date of Substantial Completion.

Substitutions: Bidder agrees he/she has reviewed the substitution requirements of Sections 00 2120, and 01 2500, and shall comply with such requirements.

Execution of Agreement: Bidder agrees that if its bid or bids are accepted by Owner, Bidder will execute the Agreement Form provided and furnish the required Bonds and Insurance Certificates within 7 calendar days after date of written Notice of Award by Owner. The undersigned further agrees that in case of default in executing these documents within the time fixed, the proceeds of the check or bond, accompanying this bid, shall become the property of the Owner.

Withdrawal of Bid: Bidder agrees that his/her Bid may not be withdrawn for a period of 60 calendar days after Bid Opening date.

Step One Liquidated Damages: Should the Contractor fail to complete this contract, and/or each phase of the work provided therein within the time fixed for such completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of One Thousand Dollars (\$1,000.00) per calendar day as Step One Liquidated Damages. In accordance with the provisions of Government Code Section 4215, the Contractor shall not be assessed liquidated damages where delay is caused by failure of the Owner or the owner of the utility to provide for the removal or relocation of utility facilities, but only if such facilities are not identified in the plans and specifications.

Step Two Liquidated Damages: Should the Contractor fail to complete and closeout this contract within 65 days of the Notice of Completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of Two Hundred and Fifty Dollars (\$250.00) per calendar day as Step Two Liquidated Damages, in addition to amounts which may be assessed for Step One liquidated damages.

Bidder's Representation as to Bids: Bidder certifies that his/her Bid is genuine and is not sham or collusive, or made in the interest or in behalf of any Bidder not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other possible bidder to refrain from bidding, and that Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Contractor's License: Contractors and subcontractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within 4 years of the date of the alleged violation. A complaint regarding alleged act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95826.

Worker's Compensation: The bidder hereby certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

Authorized Signature: Bidder states that the signature below is of a person authorized to bind the Bidder to this Bid and the Agreement.

Wage Rates: The Bidder agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply. The Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code Section 1776. Pursuant to Labor Code Section 1770, the Bidder shall, as a penalty to the Owner, forfeit not more than \$50 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed. The amount of this penalty shall be determined by the California State Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. In accordance with the Public Contract Code Section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1 or 1777.7:

- .1 The Bidder shall not allow any such subcontractor to work on this project.
 - .2 The Bidder shall repay to the Owner any money paid to any such subcontractor allowed to work on this project.
 - .3 The Bidder shall pay the wages of the workers of any such subcontractor allowed to work on this project.
- Copies of the prevailing rate of per diem wages are on file at the principal office of the Owner, and are available to any interested party upon request, pursuant to Labor Code Section 1773 and Section 1773.2. **The Bidder shall comply with provisions of the Labor Code Section 1775 regarding penalties for failure to pay prevailing wages.**

Immigration Reform and Control Act of 1986: The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless, and defend the Owner against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

DIR Registration: The Contractor and any proposed subcontractors shall not be qualified to submit a bid or to be listed in a bid proposal for the Project unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

Labor Compliance Program: Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

DVBE Requirements: The Owner will require the successful Bidder to achieve the minimum goal of 3% DVBE (Disabled Veteran Business Enterprises) established in the bidding documents or to provide acceptable evidence of good faith efforts to do so.

OFF-SITE WATER CONNECTION FOR NEW K-8 SCHOOL
Burton School District

04/19/18
2016 CBC

If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CA and that JAMES W TODD II (Name), whose title is PRESIDENT, is authorized to act for and bind the corporation.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 5/08/2018

JT2 INC DBA TODD COMPANIES

Bidder Name (type or print)

JAMES W TODD II

Authorized Signator (type or print)

JT2 INC DBA TODD COMPANIES

Signature

CORPORATION

Organization (individual, partnership, or corporation)

PO BOX 6820, VISALIA CA 93290

Address

788798

Contractor's License Number

A/C21/C36/D6

Class

5/31/2018

Contractor's License Expiration Date

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

SURETY (Name, legal status and principal place of business):

JT2 Inc. DBA Todd Companies

Fidelity and Deposit Company of Maryland

1701 N. Clancy Ct.

1299 ZURICH WAY, 5TH FLOOR

Visalia, CA 93290

SCHAUMBURG, IL 60196 - 1056

OWNER (Name, legal status and address):

Burton School District

264 North Westwood

Porterville, CA. 93257

Bond Amount: 10% of Bid

PROJECT : (Name, location or address, and Project number, if any):

Off-Site Water Connection for New K-8 School

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May, 2018

JT2, Inc. DBA: Todd Companies

(Witness)

(Seal)

(Principal)

(Seal)

James W. Todd II - president -

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Witness)

(Seal)

Lori L. Endsley
(Title) Lori L. Endsley, Attorney-in-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of May, 20 18.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Fresno)

On May 2, 2018 before me, Katie Sherbon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lori L. Endsley
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.



Signature Katie Sherbon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond
Document Date: 05/02/2018 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lori L. Endsley
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

SUBCONTRACTOR LIST / DIR INFORMATION
Public Contract Code Section 4100 / Labor Code Section 1725.5

Contractor: JT2 INC DBA TODD COMPANIES

Subcontractor List: Subcontracting under this Agreement shall be governed by the California "Subletting and Subcontracting Fair Practices Act" (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California and any amendments thereof). In accordance with the provisions of Public Contract Code Section 4104, each bidder shall list below the name and location of place of business for each subcontractor licensed by the State of California who, under subcontract to the prime contractor, will perform a portion of the contract work in an amount in excess of one-half (1/2) of one percent (1%) of the total contract price. In each such instance the nature of the work to be sublet shall be described.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, Contractor shall be deemed to have agreed that Contractor alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

DIR Information: Pursuant to Labor Code section 1725.5, Within 24 hours of the receipt of bids, the apparent low bidder shall provide the contractor's license number, and DIR registration number of all subcontractors listed on the Subcontractor List submitted with the Bid. The Contractor and any proposed subcontractors shall not be qualified to submit a bid or to be listed in a bid proposal for the Project unless currently registered and qualified under Labor Code Section 1725.5 to perform public work.

An inadvertent error in listing a subcontractor who is not registered under Labor Code Section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code Section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code Section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Submit with Bid			Submit within 24 Hours of Bid	
Portion of Work	Subcontractor Name	Subcontractor Location	License Number	DIR Registration Number

OFF-SITE WATER CONNECTION FOR NEW K-8 SCHOOL

Burton School District

04/19/18
2016 CBC

[illegible]

NON-COLLUSION AFFIDAVIT
Public Contract Code Section 7106

To: BURTON SCHOOL DISTRICT

Project: OFF-SITE WATER CONNECTION

FOR NEW K-8 SCHOOL

The undersigned declares:

I am the PRESIDENT [Title] of IT2 INC DBA TODD COMPANIES [Company], the party making a bid proposal (bid) on the above-referenced Project. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on MAY 08, 2018, ~~2016~~, at VISALIA [City], California.

MAY 07, 2018
Date

JAMES W TODD II- PRESIDENT
Printed Name
IT2 INC DBA TODD COMPANIES


Signature

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION
Labor Code Section 3700

California Labor Code Section 3700, in relevant part, provides that:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

JT2 INC DBA TODD COMPANIES

Proper Name of Company

JAMES W TODD II-PRESIDENT

Printed Name

JT2 INC DBA TODD COMPANIES

Signature

In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
Education Code Section 45125.2

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the work site to limit contact with pupils.
 - b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
 - c. Arrange for surveillance by personnel, with Owner approval.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code Sections 45125.1 and 45125.2 as applicable.

JT2 INC DBA TODD COMPANIES

MAY 08, 2018

Date

JAMES W TODD II

Printed Name


Signature

PRESIDENT

Title

ATTACHMENT
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 12308, 12309, or 12310.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter;
- (2) Mayhem;
- (3) Rape;
- (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- (6) Lewd or lascivious act on a child under the age of 14 years;
- (7) Any felony punishable by death or imprisonment in the state prison for life;
- (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm;
- (9) Attempted murder;
- (10) Assault with intent to commit rape, or robbery;
- (11) Assault with a deadly weapon or instrument on a peace officer;
- (12) Assault by a life prisoner on a non-inmate;
- (13) Assault with a deadly weapon by an inmate;

- (14) Arson;
- (15) Exploding a destructive device or any explosive with intent to injure;
- (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder;
- (18) Any burglary of the first degree;
- (19) Robbery or bank robbery;
- (20) Kidnapping;
- (21) Holding of a hostage by a person confined in a state prison;
- (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life;
- (23) Any felony in which the defendant personally used a dangerous or deadly weapon;
- (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code;
- (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;
- (26) Grand theft involving a firearm;
- (27) Carjacking;
- (28) any felony offense, which would also constitute a felony violation of Section 186.22;
- (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220;
- (30) throwing acid or flammable substances, in violation of Section 244;
- (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245;
- (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5;
- (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246;
- (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1;
- (35) continuous sexual abuse of a child, in violation of Section 288.5;
- (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034;
- (37) intimidation of victims or witnesses, in violation of Section 136.1;
- (38) criminal threats, in violation of Section 422;
- (39) any attempt to commit a crime listed in this subdivision other than an assault;
- (40) any violation of Section 12022.53;
- (41) a violation of subdivision (b) or (c) of Section 11418; and
- (42) any conspiracy to commit an offense described in this subdivision.

SUFFICIENT FUNDS DECLARATION
Labor Code Section 2810

To: BURTON SCHOOL DISTRICT

Project: OFF-SITE WATER CONNECTION
FOR NEW K-8 SCHOOL

I, JAMES W TODD II [Bidder Name], declare that I am the PRESIDENT [Title]
of JT2 INC DBA TODD COMPANIES [Company], the entity making a bid for the above-referenced
Project, and that the bid submitted by JT2 INC DBA TODD COMPANIES [Company] includes sufficient
funds to permit JT2 INC DBA TODD COMPANIES [Company] and all subcontractors to comply with
all local, state or federal labor laws or regulations during the Project, including payment of prevailing wages.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: MAY 08, 2018
JT2 INC DBA TODD COMPANIES

Signature: 

Print Name: JAMES W TODD II

Print Title: PRESIDENT

SECTION 00 5210 - FORM OF AGREEMENT

1. **GENERAL:** Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I - Specification Sections, apply to this Section.
2. **AGREEMENT FORM:** The Agreement Form to be used for this project shall be the American Institute of Architects' Document A101, 2017 Edition.
3. **EXECUTION:** The selected Bidder/Contractor shall execute the Agreement Form as noted in Section 00 4110 - Bid Form under the heading "Conditions".

END OF SECTION 00 5210

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixteenth day of May in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Burton Elementary School District
264 North Westwood Street
Porterville, California 93257
Telephone Number: 559-781-8020
Fax Number: 559-781-1403

and the Contractor:
(Name, legal status, address and other information)

JT2 Inc. DBA: Todd Companies
1701 North Clancy Court
Visalia, California 93290
Telephone Number: 559-651-5820
Fax Number: 559-651-5830

for the following Project:
(Name, location and detailed description)

Off-Site Water Connection for New K-8 School
Corner of Thurman Avenue and Redood Street, Porterville, California, 93257

The Architect:
(Name, legal status, address and other information)

Mangini Associates Inc.
4320 West Mineral King Ave.
Visalia, California 93291
Telephone Number: 559-627-0530
Fax Number: 559-627-1926

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

☒ Not later than Forty-Five (45) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Sixty-Seven Thousand Seven Hundred Fifty Dollars (\$ 267,750.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.5.1 Step One Liquidated Damages: Failure to complete the Project, or applicable phases of the Project, within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such completion is delayed beyond the applicable Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed by the applicable Date for Completion are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer if

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completion is delayed include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public. Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project, or applicable parts thereof, within the time specified, **\$1,000.00 for each calendar day** by which completion of the Project, or applicable parts thereof, is delayed beyond the Date for Completion as adjusted by change orders. If the Contractor becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Article has been finally determined. If the retained percentages and withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full. If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

§ 4.5.2 Step Two Liquidated Damages: Should the Contractor fail to complete and closeout this contract within 65 days of the Notice of Completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of **Two Hundred and Fifty Dollars (\$250.00) for each calendar day** as Step Two Liquidated Damages, in addition to amounts which may be assessed for Step One liquidated damages.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5 %)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

12.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Dr. Sharon Kamberg

Telephone Number: 559-781-8020

Fax Number: 559-781-1403

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

James W. Todd II

1701 North Clancy Court

Visalia, California 93290

Telephone Number: 559-651-5820

Fax Number: 559-651-5830

Email Address: jt2@jt2inc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 License Required: In accordance with Section 3300 of California Public Contract Code, the Contractor and all subcontractors are required by law to be licensed as regulated by the Contractors' State License Board, and shall maintain that license in good standing through Project completion and all applicable warranty periods. License classification required for this project is indicated in Specification Section 00 1110 - Instructions to Bidders.

§ 8.7.2 Indemnification and Insurance: The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions. By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with

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the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation. Contractor shall provide the insurance set forth in the General Conditions and Supplementary Conditions.

§ 8.7.3 Escrow Account in Lieu of Retention: In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

§ 8.7.4 Wage Rates: The Project is a public work, the Work shall be performed as a public work, and under California Labor Code Section 1770 *et seq.*, the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement. The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

§ 8.7.5 DIR Registration: The Owner will not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code Section 1725.5. Bidders shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.

§ 8.7.6 Payroll Records: The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

§ 8.7.7 Subcontracting: Subcontracting under this Agreement shall be governed by the California "Subletting and Subcontracting Fair Practices Act", Public Contract Code Sections 4100-4114.

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§ 8.7.8 Working Hours: In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

§ 8.7.9 California Code of Regulations Compliance: The Contractor shall comply with California Code of Regulations (CCR), Title 24, in addition to all other applicable regulations. Contractor shall keep a copy of the latest edition of Title 24, Part 1 through Part 5, Part 7 and Part 9, on the job site at all times, and keep it available for reference use. Nothing in these contractor documents shall be construed to permit work not conforming to these codes. A copy of the stamped contract documents shall be kept on the job site and made available to the Owner's Inspector. Where the requirements of these Contract Documents exceed those of such codes or ordinances, these Contract Documents shall govern. The provisions of all applicable building codes and ordinances shall be considered a minimum requirement.

§ 8.7.10 Apprentices: The Contractor shall comply with California Labor Code Sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

§ 8.7.13 DVBE Goals: Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required for this Project. In accordance with Education Code section 17076.11 the Owner has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the Owner pursuant to the Leroy F. Green School Facilities Act of 1998, and expended each year by the Owner for this Project. The Owner is seeking DVBE participation under this Agreement. The Contractor must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids, in the manner set forth in this Article for performance of the Project. Information regarding certified DVBE firms can be obtained from the State's Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 as well as the OSDS website at www.bidsync.com/DPXBisCASB. Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBEs for this Project, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

.1 Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBE; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c) advertising was published in trade papers and other papers focusing on DVBEs; (d) invitations to bid or proposal solicitations were submitted to potential DVBE contractors; and (e) available DVBEs were considered. Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Project.

.2 Prior to, and as a condition precedent for the release of any retention withheld from Sublease payments made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Project. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSDS for each DVBE that has participated in the Project. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5
Drawings: Drawing sheets W-1 and W-2.

(Table Deleted)

- .6 Specifications: Divisions 00 through 02 as listed in the Project Manual Table of Contents.

(Table Deleted)

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs Deleted)

(Table Deleted)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 7310	Supplementary Conditions	April 19, 2018	33

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders,

Init.

sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

Sharon Kamberg

OWNER (Signature)

Dr. Sharon Kamberg, Superintendent
(Printed name and title)

JTZ Inc dba Todd Companies

BY:

[Signature]
CONTRACTOR (Signature)

James W. Todd II, President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:15:21 on 05/16/2018.

PAGE 1

AGREEMENT made as of the Sixteenth day of May in the year Two Thousand Eighteen

...

Burton Elementary School District
264 North Westwood Street
Porterville, California 93257
Telephone Number: 559-781-8020
Fax Number: 559-781-1403

...

JT2 Inc. DBA: Todd Companies
1701 North Clancy Court
Visalia, California 93290
Telephone Number: 559-651-5820
Fax Number: 559-651-5830

...

Off-Site Water Connection for New K-8 School
Corner of Thurman Avenue and Reddood Street, Porterville, California, 93257

...

Mangini Associates Inc.
4320 West Mineral King Ave.
Visalia, California 93291
Telephone Number: 559-627-0530
Fax Number: 559-627-1926

PAGE 2

EXHIBIT A — INSURANCE AND BONDS

...

[☒] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] Not later than Forty-Five (45) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Sixty-Seven Thousand Seven Hundred Fifty Dollars (\$ 267,750.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

§ 4.5.1 Step One Liquidated Damages: Failure to complete the Project, or applicable phases of the Project, within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such completion is delayed beyond the applicable Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed by the applicable Date for Completion are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer if completion is delayed include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public. Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project, or applicable parts thereof, within the time specified, \$1,000.00 for each calendar day by which completion of the Project, or applicable parts thereof, is delayed beyond the Date for Completion as adjusted by change orders. If the Contractor becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Article has been finally determined. If the retained percentages and withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full. If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

...

§ 4.5.2 Step Two Liquidated Damages: Should the Contractor fail to complete and closeout this contract within 65 days of the Notice of Completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of Two Hundred and Fifty Dollars (\$250.00) for each calendar day as Step Two Liquidated Damages, in addition to amounts which may be assessed for Step One liquidated damages.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the -25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the -day of the -25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ←Thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

Five Percent (5 %)

PAGE 6

% 12.00 % per annum

...

[☒] Litigation in a court of competent jurisdiction

PAGE 7

Dr. Sharon Kamberg

Telephone Number: 559-781-8020

Fax Number: 559-781-1403

...

James W. Todd II

1701 North Clancy Court

Visalia, California 93290

Telephone Number: 559-651-5820

Fax Number: 559-651-5830

Email Address: jt2@jt2inc.com

...

§ 8.7.1 License Required: In accordance with Section 3300 of California Public Contract Code, the Contractor and all subcontractors are required by law to be licensed as regulated by the Contractors' State License Board, and shall maintain that license in good standing through Project completion and all applicable warranty periods. License classification required for this project is indicated in Specification Section 00 1110 - Instructions to Bidders.

PAGE 8

§ 8.7.2 Indemnification and Insurance: The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions. By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation. Contractor shall provide the insurance set forth in the General Conditions and Supplementary Conditions.

...

§ 8.7.3 Escrow Account in Lieu of Retention: In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for

investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

...

§ 8.7.4 Wage Rates: The Project is a public work, the Work shall be performed as a public work, and under California Labor Code Section 1770 *et seq.*, the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement. The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

...

§ 8.7.5 DIR Registration: The Owner will not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code Section 1725.5. Bidders shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.

...

§ 8.7.6 Payroll Records: The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

...

§ 8.7.7 Subcontracting: Subcontracting under this Agreement shall be governed by the California "Subletting and Subcontracting Fair Practices Act", Public Contract Code Sections 4100-4114.

§ 8.7.8 Working Hours: In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

...

§ 8.7.9 California Code of Regulations Compliance: The Contractor shall comply with California Code of Regulations (CCR), Title 24, in addition to all other applicable regulations. Contractor shall keep a copy of the latest edition of Title 24, Part 1 through Part 5, Part 7 and Part 9, on the job site at all times, and keep it available for reference use. Nothing in these contractor documents shall be construed to permit work not conforming to these codes. A copy of the stamped contract documents shall be kept on the job site and made available to the Owner's Inspector. Where the requirements of these Contract Documents exceed those of such codes or ordinances, these Contract Documents shall govern. The provisions of all applicable building codes and ordinances shall be considered a minimum requirement.

...

§ 8.7.10 Apprentices: The Contractor shall comply with California Labor Code Sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

...

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Project. Information regarding certified DVBE firms can be obtained from the State's Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 as well as the OSDS website at www.bidsync.com/DPXBisCASB. Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBEs for this Project, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

...

.1 Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBE; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c) advertising was published in trade papers and other papers focusing on DVBEs; (d) invitations to bid or proposal solicitations were submitted to potential DVBE contractors; and (e) available DVBEs were considered. Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Project.

PAGE 10

.2 Prior to, and as a condition precedent for the release of any retention withheld from Sublease payments made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Project. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSDS for each DVBE that has participated in the Project. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

...

.5 Drawings

...

Drawings: Drawing sheets W-1 and W-2.

...

Number	Title	Date
--------	-------	------

...

.6 Specifications: Divisions 00 through 02 as listed in the Project Manual Table of Contents.

...

Section	Title	Date	Pages
---------	-------	------	-------

...

~~[] AIA Document E204™ - 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

(Insert the date of the E204 2017 incorporated into this Agreement.)

Additions and Deletions Report for AIA Document A101™ - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:15:21 on 05/16/2018 under Order No. 2470530043 which expires on 03/16/2019, and is not for resale.

User Notes:

(3B9ADA0B)

...

☐ The Sustainability Plan:

...

Title

Date

Pages

...

☒ Supplementary and other Conditions of the Contract:

...

Section 00 7310

Supplementary
Conditions

April 19, 2018 33

PAGE 11

Dr. Sharon Kamberg, Superintendent

James W. Todd II, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James Ryan Morrelli, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:15:21 on 05/16/2018 under Order No. 2470530043 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



JT2INC01

PATRA02

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Der Manuel Insurance & Financial Services, Inc. 548 W Cromwell Ave Ste 101 Fresno, CA 93711		CONTACT NAME: Lori Endsley, CIC, CISR PHONE (A/C, No, Ext): (559) 447-4600 335 FAX (A/C, No): (559) 447-4586 E-MAIL ADDRESS: lendsley@dmig.com		
INSURED JT2 Inc. DBA: Todd Companies, DBA: Visalia Saw Cutting & Demolition, Todd Plumbing, Inc. PO Box 6820 Visalia, CA 93290		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nat'l Fire Ins Co of Hartford		20478
		INSURER B: Continental Insurance Company		35289
		INSURER C: Valley Forge Insurance Company		20508
		INSURER D: Columbia Casualty Insurance Co		31127
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		C6014716567	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		C6017134397	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			C6017134383	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment-ACV			C6017134402	03/01/2018	03/01/2019	R/L/B 600,000
D	*Prof/Pollution Liab			CEO6046230002R1	03/01/2018	03/01/2019	Occurrence Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Job #18-063, Off-Site Water Connection for New K-8 School Corner of Thurman Ave. and Redwood Ave., Porterville.
Burton School District, Mangini Associates, Inc., the Owner and the Architect.
Endorsements Attached: CNA75079XX 1016 and CA2048 1013.

CERTIFICATE HOLDER

CANCELLATION

Burton School District 264 N. Westwood Street Porterville, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Der Manouel Insurance & Financial Services, Inc.		License # 0757776	NAMED INSURED JT2 Inc. DBA: Todd Companies, DBA: Visalia Saw Cutting & Demolition, Todd Plumbing, Inc. PO Box 6820 Visalia, CA 93290
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Installation Floater
Insured A
Policy #C6017134402 - 3/1/18 to 3/1/19
Limit: \$400,000 each occurrence
Risks of Direct Physical Loss subject to all policy terms / Replacement Cost

*Prof/Pollution Aggregate Limit - \$2,000,000



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization that the Named Insured is obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Self Insured Solutions Administrator, California Contractors Network, Inc. 430 N Vineyard Ave.. #102 Ontario, CA 91764	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 592-0047	FAX (A/C, No, Ext): (800) 592-2541
	E-MAIL ADDRESS: siscerts@selfinsuredsolutions.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED JT2, Inc. Todd Companies Affiliate of California Contractors Network, Inc. 1701 N Clancy Court Visalia, CA 93291	INSURER A: California Contractors Network, Inc.*	
	INSURER B: New York Marine and General Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PROJECT ☐ LOC						
	☐ OTHER						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	N					
	If yes, describe under DESCRIPTION OF OPERATIONS below						
				4503-0243	01/01/2018	01/01/2019	X WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$5,000,000.00
							E.L. DISEASE - EA EMPLOYEE \$5,000,000.00
							E.L. DISEASE - POLICY LIMIT \$5,000,000.00
B	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY						
				WC2018EPP00181	01/01/2018	01/01/2019	Applicable to WC Statutory Limits and Employers Liability Limits.

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Job #18-063, Off-Site Water Connection for New K-8 School Corner of Thurman Ave. and Redwood Ave., Porterville.

** Waiver of Subrogation applies - see attached **

** See Notes **

*Complies with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California, holder of Master Certificate of Consent to Self-Insure No. 4503

CERTIFICATE HOLDER**CANCELLATION**

Burton School District 264 N. Westwood Street Porterville, CA, 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE A. Seegmiller

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NOTEPAD: INSURED'S NAME: JT2, Inc.
Todd Companies

DATE: 05/18/2018

Burton School District, Mangini Associates, Inc., the Owner and the Architect.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

We have the right to recover our payments from anyone liable for a covered injury. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

Burton School District
264 N. Westwood Street
Porterville,
CA 93257

Burton School District, Mangini Associates, Inc., the Owner and the Architect.

SECTION 00 5260 - ESCROW AGREEMENT

1. **GENERAL:** Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I - Specification Sections, apply to this Section.
2. **ESCROW AGREEMENT FORM:** The Escrow Agreement form to be used for this project shall be the "Escrow Agreement for security deposits in lieu of Retention" included in this section.

END OF SECTION 00 5260

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This is a fiduciary account created by statute, Public Contract Code section 22300. The funds deposited in this account shall not be released to Contractor or any other person or entity, other than Owner, including pursuant to any purported lien or writ of attachment or execution, without the prior written, express approval of Owner.

This Escrow Agreement is made and entered into by and between _____ School District,
whose address is _____ ("Owner"),
whose address is _____ ("Contractor"); and _____
a state or federally chartered bank in California whose address is _____
("Escrow Agent").

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the Contract entered into between the Owner and Contractor in the amount of _____ Dollars (\$ _____), and dated _____, _____, (the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within ten (10) calendar days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. If the Owner determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial Owner.
2. Thereafter, Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract, provided that the Escrow Agent holds securities in the form and amount specified above.
3. Pursuant to Public Contract Code section 22300, as an alternative to the procedures set forth above, Contractor may request in writing that the Owner pay retention amounts directly to Escrow Agent. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for benefit of the Contractor until such time as the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

13. The venue of any litigation concerning the rights and obligations of the parties to this agreement shall be the County of Tulare and the removal provisions of Code of Civil Procedure Section 394 shall not apply to any such litigation.
14. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner, the Contractor, and the Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF OWNER	ON BEHALF OF CONTRACTOR	ON BEHALF OF ESCROW AGENT
_____ Signature	_____ Signature	_____ Signature
_____ Typewritten Name	_____ Typewritten Name	_____ Typewritten Name
_____ Title	_____ Title	_____ Title

In Witness Whereof, the parties have executed this Agreement by their proper officers on the date first set forth above.

OWNER	CONTRACTOR	ESCROW AGENT
_____ Signature	_____ Signature	_____ Signature
_____ Typewritten Name	_____ Typewritten Name	_____ Typewritten Name
_____ Title	_____ Title	_____ Title

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

SECTION 00 6100 - BOND FORMS

1. **GENERAL:** Contractor shall pay for and maintain the required bonds during the terms specified.
2. **PERFORMANCE / PAYMENT BOND:** Performance / Payment Bond shall be submitted with the Agreement Form in the amount of 100% percent of the Contract Price and shall guarantee the Faithful Performance of the Contract, and shall insure the Owner during the life of the Contract, and for the term of any warranties or guarantees specified, and shall guarantee the payment in full of all claims for labor and material in accordance with the provisions of Sections 3247 and 3248 of the Civil Code.
3. **BOND FORMS:** Bonds to be used on this project shall be the American Institute of Architects Documents listed below, or bond forms that conform to applicable provisions of the California Civil Code, issued by a corporation duly and legally licensed to transact business in the State of California, and provided by an admitted surety insurer.

Bid Bond
Performance / Payment Bond

AIA Document A310 (2010)
Bond forms attached to this Section

The Contractor shall provide a minimum of four wet-signature copies of the Performance Bond and the Labor and Material Payment Bond to satisfy the needs of the Owner, the County Recorder, and other governmental agencies.

END OF SECTION 00 6100

**OFF-SITE WATER CONNECTION FOR NEW K-8 SCHOOL
Burton School District****04/19/18
2016 CBC****PROJECT PERFORMANCE BOND**

We JT2, Inc. DBA Todd Companies, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto Burton School District, in the County of Tulare County, State of California (the "Owner") in the sum of Two Hundred Sixty Seven Thousand Seven Hundred Fifty Dollars (\$267,750.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated May 16, 2018, for construction of a public work project described as Off-Site Water Connection for New K-8 School, Burton School District, Visalia, Tulare County, California.

The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in said Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guarantee or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, to the Work to be performed under the Contract, or to the specifications of the Contract, shall in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

(To be signed by Principal and)
(Surety, and acknowledged)
and Notarial Seal attached)
(Affix Corporate Seal)
(Affix Corporate Seal)
(Affix Corporate Seal)

(Individual Principal)

(Business Address) JT2 Inc dba Todd Companies

By: [Signature]
(Corporate Principal)
1701 N Clancy Ct., Visalia, CA. 93291

(Business Address)

Fidelity and Deposit Company of Maryland

(Corporate Surety)

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

(Business Address)

By: [Signature]
Lori L. Endsley, Attorney-in-Fact

The rate of premium on this bond is \$12.25 per thousand.

The total amount of premium charged is \$3,280.00

The above must be filled in by Corporate Surety.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jennifer WHEELER, Lori L. ENDSLEY, Carmen DE LOS SANTOS and Ronald D. OSBORN, all of Fresno, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of February, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown
Assistant Secretary
Dawn E. Brown

David McVicker

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 21st day of February, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Fresno }

On May 18, 2018 before me, Katie Sherbon, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Lori L. Endsley

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.

Signature

Katie Sherbon

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Project Performance Bond

Document Date: 05/16/2018

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lori L. Endsley

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Fidelity and Deposit Company of Maryland

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

**OFF-SITE WATER CONNECTION FOR NEW K-8 SCHOOL
Burton School District****04/19/18
2016 CBC****PROJECT PAYMENT BOND
(Civil Code § 9550 et seq.)**

Burton School District the "Owner" of the public works project described below) and JT2 Inc. DBA Todd Companies (the "Principal") have entered into a Contract, the terms of which are incorporated herein by reference, dated May 16, 2018 for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct the Off-Site Water Connection for New K-8 School, at Burton School District, Visalia, Tulare County, California. The Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the Owner to secure the claims arising under said Contract.

The Principal and the undersigned Fidelity and Deposit Company of Maryland ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Two Hundred Sixty Seven Thousand Seven Hundred Fifty Dollars (\$267,750.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by this payment bond.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the sum shown above, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment rendered. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force. The Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, to the Work to be performed under the Contract, or to the specifications of the Contract, shall in any manner affect its obligations on this bond, and it waives notice of any such change, extension, alteration, or addition.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

JT2 Inc. DBA Todd CompaniesPrincipalBy:James W. Todd, Jr., PresidentFidelity and Deposit Company of MarylandSuretyBy:Lori L. Endsley
Attorney-in-Fact, Lori L. Endsley

The above bond is accepted and approved on _____, 20

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jennifer WHEELER, Lori L. ENDSLEY, Carmen DE LOS SANTOS and Ronald D. OSBORN, all of Fresno, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of February, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown
Assistant Secretary
Dawn E. Brown

David McVicker

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 21st day of February, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of May, 2018.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Fresno

On May 18, 2018

Date

before me, Katie Sherbon, Notary Public

Here Insert Name and Title of the Officer

personally appeared Lori L. Endsley

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.

Signature

Katie Sherbon

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Project Payment Bond

Document Date: 05/16/2018

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lori L. Endsley

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

Fidelity and Deposit Company of Maryland

SECTION 00 7210 - GENERAL CONDITIONS

1. **GENERAL CONDITIONS:** The General Conditions form to be used for this Project shall be the American Institute of Architects' Document A201, General Conditions of the Contract for Construction, 2017 Edition.
2. **REFERENCE COPY:** If the above referenced Document is not bound herein following this page, a copy may be obtained or referred to at the office of the Architect.
3. **MODIFICATIONS:** Refer to Section 00 7310 - Supplementary Conditions, for modifications, deletions, and supplements to the above General Conditions Form.

END OF SECTION 00 7210

Advertising Invoice

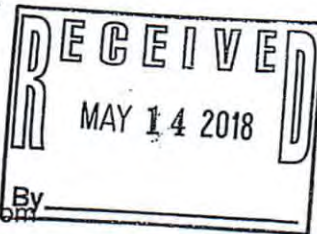
Porterville Recorder

P.O. Box 151
Porterville, CA 93258

Phone: 559-784-5000

Fax: 559-784-1172

URL: portervillerecorder.com



2

BURTON SCHOOL LEGALS
264 N WESTWOOD
PORTERVILLE CA 93257

Cust #: 05100050
Phone: (559)781-7265
Date: 04/30/2018
Due Date: 05/20/2018
Invoice #: 794172
Salesperson: **Ad Taker:** JH

Ad#	Text	Start	Stop	Ins.	Amount	Prepaid	Due
0072725	PUBLIC NOTICE OFF-SITE	04/23/2018	04/30/2018	2	1284.58	0.00	1284.58

*NEW K-B OFF-SITE WATER LINE
BID POSTING -*

R-192506
V-6968
5-14-12 TOT

Please return a copy with payment

Total Due 1284.58

***In the Superior Court of the State of California
In and for the County of Tulare***

State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE TO PUBLIC NOTICE in said newspaper April 23, 30, 2018 and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra there of). I declare under penalty of perjury that the forgoing is true and correct. Executed April 30, 2018 at Porterville, California.

Declarant

INVITATION TO BID - SINGLE PRIME CONTRACT 00 1110 - 1
SECTION 00 1110 - INVITATION TO BID

1. NOTICE TO CONTRACTORS: The Burton School District, acting by and through its Governing Board, hereinafter referred to as the Owner, will receive sealed bids for the award of contracts for the construction of the Off-Site Water Connection for New K-8 School located at the corner of Thurman Avenue and Redwood Street.

2. SUBMITTAL OF BIDS:

.1 Sealed Bids: Sealed envelopes containing bids with subcontractor's list and other required attachments will be accepted by Burton School District at its offices located at 264 North Westwood, Porterville, California, 93257 on **May 8, 2018** before **3:00:00 pm PST** on the clock designated by the Owner or its representative as the bid clock.

.2 Completed DIR Information: Within 24 hours of the opening of the bids, the apparent low bidder shall submit completed DIR information on the Subcontractor List to the Burton School District at its offices located at 264 North Westwood, Porterville, California, 93257.

.3 DVBE Information: Within 24 hours of the opening of the bids, the apparent low bidder shall submit the Prime Bidder Good Faith Effort Worksheet and Prime Bidder Certification of Disabled Veteran Business Enterprise Participation forms to the Burton School District at its offices located at 264 North Westwood, Porterville, California, 93257.

3. OPENING OF BIDS: Bids will be opened and read aloud after **3:00:00 pm PST, May 8, 2018**.

4. MANDATORY PRE-BID CONFERENCE: A pre-bid conference has been scheduled for **May 1, 2018, at 3:00 pm**, at the New K-8 School Site which is located at the corner of Thurman Avenue and Redwood Avenue and will include the opportunity to inspect the site and may include dissemination of additional information in response to questions or otherwise. All bidders will be deemed to have notice of all conditions and information which bidders could have obtained by attending the pre-bid conference, including but not limited to any conditions in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon. Bids will not be accepted from bidders who did not attend the pre-bid conference.

5. DESCRIPTION OF WORK: The Work includes the installation of new City water service extending from the existing water service at Olive Avenue down Redwood Street to the existing water service at Thurman Avenue.

6. BASIS FOR BIDS: Bids shall be on a lump sum basis.

7. TIME OF COMPLETION: The Work shall be completed within **45 calendar days** from the date of the Owner's Notice to Proceed.

8. EXAMINATION AND PROCUREMENT OF CONTRACT DOCUMENTS: Contract Documents have been prepared by Mangini Associates Inc. Documents may be examined and obtained at the Architect's office, 4320 West Mineral King Avenue, Visalia, CA 93291, (559) 627-0530, Monday through Thursday between 8 am and 5 pm and Friday between 8 am and 12 pm or at the Tulare-Kings County Builders Exchange (Visalia), the Central Valley Builders Exchange (Fresno). The architect's contact for questions or RFI's is Pete Buotte at pete@mangini.us.

Only bonafide **general contract bidders** may secure copies of the proposed Contract Documents from the Architect on the following basis:

.1 Limited to 2 sets of specifications and drawings, upon payment of **\$150.00** deposit per set payable to Mangini Associates Inc., completely refundable if sets are returned to the Architect in good condition within 7 calendar days after bid opening.

.2 A non-refundable charge of \$20.00, made by separate check, will be required for all sets requiring shipping and handling.

.3 Additional complete sets may be purchased from the Architect at the price of 1.15 times the Architect's cost of reproduction and delivery.

OFF-SITE WATER CONNECTION FOR NEW K-8 SCHOOL 04/19/18

Burton School District 2016 CBC

INVITATION TO BID - SINGLE PRIME CONTRACT 00 1110 - 2

.4 Specifications and drawings will also be issued to various Builders Exchanges for subcontractors' use or subcontractors may purchase complete sets from the Architect at the price of 1.15 times the Architect's cost of reproduction and delivery. **Purchased sets are non-refundable.**

.5 No partial sets or individual sheets will be issued or sold.

9. SUBSTITUTIONS: Pursuant to California Public Contract Code Section 3400, contractors and material suppliers shall submit requests to the Architect, not less than 10 days prior to bid (if material is to be included on final addendum), all data substantiating a request for substitution of materials. In order to be considered, substitutions of materials or equipment must comply with the requirements of specification Section 01 2500, including providing comparative data and samples.

10. BID SECURITY: Submit bid security with proposal, made payable to Owner, in amount of 10% of the Bid, in the form of certified check, bid bond, cashier's check or cash. Bid security will be retained until Agreement is signed and required bonds furnished. If any bidder refuses to sign the Agreement Form within 7 days after Award, the Owner will retain his bid security as liquidated damages. To enable compliance with California Code of Civil Procedure Section 995.311, each contractor shall provide, prior to Contract Award, a print-out of information from the Department of Insurance website

http://www.insurance.ca.gov/ confirming the surety is an admitted surety insurer.

11. QUALIFICATION OF BIDDER: The Owner will not consider or accept any bids from contractors or subcontractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code of the State of California, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the Contractor shall have a **Class A or B license** and shall maintain that license in good standing through Project completion and all applicable warranty periods.

12. AWARD: The Owner reserves the right to reject any and all bids and/or waive any informality in any bid received and/or determine in its discretion the responsibility of any bidder, and which bid is most advantageous to the Owner. Unless otherwise required by law, no bidder may withdraw his bid for a period of **60 days** after the date set for the opening thereof, or any authorized postponement thereof. The Owner reserves the right to take more than 60 days to make a decision regarding the rejection of bids or the award of the Contract.

13. PREVAILING WAGES: The Project is a public work and under California Labor Code Section 1770 et seq., the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Copies of the rates are on file at the Owner's principal office. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

14. DIR REGISTRATION: The Owner will not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code Section 1725.5. Bidders shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.

15. LABOR COMPLIANCE PROGRAM: Contractor and all subcontractors shall comply with Labor Code Section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

16. RETENTION FUND: The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

INVITATION TO BID - SINGLE PRIME CONTRACT 00 1110 - 2

OFF-SITE WATER CONNECTION FOR NEW K-8 SCHOOL 04/19/18
Burton school District 2016 CBC

17. FINGERPRINTING REQUIREMENTS: Bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.

18. DVBE REQUIREMENTS: The Owner will require the successful Bidder to achieve the minimum goal of 3% DVBE (Disabled Veteran Business Enterprises) established in the bidding documents or to provide acceptable evidence of good faith efforts to do so.

Dates April 23, 2018 BY ORDER OF THE BOARD OF TRUSTEES OF
Advised: April 30, 2018 BURTON SCHOOL DISTRICT
Daniel Figueroa, Clerk of the Board
END OF SECTION 00 1110

00072725
April 23, 2018

Engineering Design and Construction Services Invoices

Summary of attached invoices:

Invoice #	Amount
19100	\$3,588.75
19142	\$2,917.50
19172	\$315.00
19185	\$827.50
93398	\$1,728.00
93807	\$347.00
94227	\$456.00
Total	\$10,179.75

James Winton & Associates
Civil Engineering, Planning & Land Surveying
150 W. Morton Ave.
Porterville, CA 93257
(559) 781-2700

INVOICE

EDGAR SANCHEZ
MANGINI ASSOCIATES
4320 W. MINERAL KING AVENUE
VISALIA, CA 93291

Invoice#: 19100

November 14, 2017

Job#: 3039.

**THURMAN K-8 OFF-SITE
IMPROVEMENTS**

1306 A.S.

WORK DURING OCTOBER 2017 - MEET WITH CITY, SEPARATE UTILITY AND SURFACE
IMPROVEMENT PLANS, TOPOGRAPHY SURVEY FOR REDWOOD WATER EXTENSION,
SEWER & WATER PLANS TO CITY, STREET LIGHT LOCATIONS

Department	Hours	Rate	Fee
2 MAN FIELD CREW (Prevailing)	6.5 6.50	260.00	\$1,690.00 1690.00
DESIGN/CADD	6.0 19.50	90.00	\$1,755.00 540.00
CIVIL ENGINEER	8.0 16.50	130.00	\$2,145.00 1040.00
DRAFTER	4.25 4.25	75.00	\$318.75 318.75
REIMBURSABLE FEES			
PREPARE .PDF DOCUMENT			\$20.00
POSTAGE			\$1.84
Total this invoice:			\$5,930.59 3588.75
Credit for Retainer:			\$0.00
Amount due:			\$5,930.59

STREET - \$2,341.84

OFFSITE WATER - \$3,588.75 PAID

NOV 27 2017

Check No. 20499

PLEASE INCLUDE OUR INVOICE# AND JOB# ON YOUR CHECK

A service charge will be applied to all bills 30 days past due. The rate is 1.5% per month (based upon an annual percentage rate of 18%) on the unpaid balance.

James Winton & Associates
Civil Engineering, Planning & Land Surveying
150 W. Morton Ave.
Porterville, CA 93257
(559) 781-2700

INVOICE

EDGAR SANCHEZ
MANGINI ASSOCIATES
4320 W. MINERAL KING AVENUE
VISALIA, CA 93291

Invoice#: 19142 December 21, 2017
Job#: 3039.
**THURMAN K-8 OFF-SITE
IMPROVEMENTS**

WORK DURING NOVEMBER 2017 - DESIGN OFF-SITE WATER LINE IMPROVEMENT
PLANS, RESEARCH & RESPOND TO COST PROPOSAL, FIRE HYDRANT & WATER
RELOCATION, TOPOGRAPHY SURVEY OF OFF-SITE RAMPS FOR REMOVE AND
REPLACE, CORRESPONDENCE

Department	Hours	Rate	Fee
2 MAN FIELD CREW (Prevailing)	2.50	260.00	\$650.00
2 MAN FIELD CREW (OFFICE WORK)	0.50	170.00	\$85.00
DESIGN/CADD	24.5 37.75	90.00	\$3,397.50 2182.50
CIVIL ENGINEER	5.5 10.00	130.00	\$1,300.00 715.00
REIMBURSABLE FEES			
EMAIL DOCUMENT / DRAWING			\$40.00 20.00
STREET - \$2,555.00			Total this invoice: \$5,472.50 2917.50
OFFSITE WATER - \$2,917.50			Credit for Retainer: \$0.00
			Amount due: \$5,472.50

PAID

JAN 12 2018

Check No. 20754

MANGINI ASSOCIATES INC

DEC 26 2017

RECEIVED

PLEASE INCLUDE OUR INVOICE# AND JOB# ON YOUR CHECK

A service charge will be applied to all bills 30 days past due. The rate is 1.5% per month (based upon an annual percentage rate of 18%) on the unpaid balance.

James Winton & Associates

Civil Engineering, Planning & Land Surveying

150 W. Morton Ave.

Porterville, CA 93257

(559) 781-2700

MANGINI ASSOCIATES INC.

JAN 22 2018

INVOICE

RECEIVED

EDGAR SANCHEZ
MANGINI ASSOCIATES
4320 W. MINERAL KING AVENUE
VISALIA, CA 93291

Invoice#: 19172 January 19, 2018
Job#: 3039.

**THURMAN K-8 OFF-SITE
IMPROVEMENTS**

1304

WORK DURING DECEMBER 2017 - FINALIZE SURFACE IMPROVEMENT PLANS & SUBMIT FOR REVIEW

Department	Hours	Rate	Fee
DESIGN/CADD	3.5 32.00	90.00	\$2,880.00 315.00

Total this invoice:	\$2,880.00
Credit for Retainer:	\$0.00
Amount due:	\$2,880.00

STREET - \$2,565.00
OFF SITE WATER - \$315.00

PAID

JAN 26 2018

Check No. 20807

PLEASE INCLUDE OUR INVOICE# AND JOB# ON YOUR CHECK

A service charge will be applied to all bills 30 days past due. The rate is 1.5% per month (based upon an annual percentage rate of 18%) on the unpaid balance.

James Winton & Associates MANGINI ASSOCIATES INC.
Civil Engineering, Planning & Land Surveying
150 W. Morton Ave.
Porterville, CA 93257
(559) 781-2700

FEB 16 2018

RECEIVED

INVOICE

EDGAR SANCHEZ
MANGINI ASSOCIATES
4320 W. MINERAL KING AVENUE
VISALIA, CA 93291

Invoice#: 19185 February 7, 2018
Job#: 3039.
**THURMAN K-8 OFF-SITE
IMPROVEMENTS**

A.S.

WORK THROUGH JANUARY 26, 2018 - FINALIZE AND SUBMIT STREET & OFF-SITE
WATER IMPROVEMENT PLANS TO CITY & COUNTY FOR REVIEW

Department	Hours	Rate	Fee
CLERICAL	0.50	60.00	\$30.00
DESIGN/CADD	7.75 9.25	90.00	\$832.50 697.50
CIVIL ENGINEER	1.0 1.50	130.00	\$195.00 130.00
REIMBURSABLE FEES			
POSTAGE			\$9.04
PRINTS			\$15.75
Total this invoice:			\$1,082.29 827.50
Credit for Retainer:			\$0.00
Amount due:			\$1,082.29

STREET - \$254.79
OFF SITE WATER - \$827.50

PAID

FEB 20 2018

Check No. 20900

PLEASE INCLUDE OUR INVOICE# AND JOB# ON YOUR CHECK

A service charge will be applied to all bills 30 days past due. The rate is 1.5% per month (based upon an annual percentage rate of 18%) on the unpaid balance.

Invoice

Quad Knopf, Inc.
P.O. Box 3699
Visalia, CA 93278
(559) 733-0440

May 30, 2018

Project: No: 180096.02

Invoice No: 93398

BURTON SCHOOL DISTRICT
264 N. Westwood Street
Porterville, CA 93257

Project Manager: Jeffery Cowart

Project: 180096.02

New K-8 Elementary School Off-site Water Line

Professional Services for the Period: March 1, 2018 to May 12, 2018

Phase: 01 Engineering Services

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer/Senior Land Surveyor	3.60	130.00	468.00	
CADD Designer	13.80	90.00	1,242.00	
Clerical	.30	60.00	18.00	
Totals	17.70		1,728.00	
Total Labor				1,728.00
		Phase Total		\$1,728.00
	Total Project Invoice Amount			\$1,728.00

Terms Net 30 Days

Invoice

Quad Knopf, Inc.
P.O. Box 3699
Visalia, CA 93278
(559) 733-0440

June 22, 2018

Project: No: 180096.02

Invoice No: 93807

BURTON SCHOOL DISTRICT
264 N. Westwood Street
Porterville, CA 93257

Project Manager: Jeffery Cowart

Project: 180096.02 New K-8 Elementary School Off-site Water Line

NOTE: Review water line submittals and RFI's.

Professional Services for the Period: May 13, 2018 to June 9, 2018

Phase: 01 Engineering Services

Professional Personnel

	Hours	Rate	Amount
Civil Engineer/Senior Land Surveyor	.40	130.00	52.00
Assistant Engineer	2.50	100.00	250.00
CADD Designer	.50	90.00	45.00
Totals	3.40		347.00
Total Labor			347.00

Phase Total \$347.00

Total Project Invoice Amount \$347.00

Outstanding Invoices

Number	Date	Balance
93398	5/30/2018	1,728.00
Total		1,728.00

Terms Net 30 Days

Invoice

Quad Knopf, Inc.
P.O. Box 3699
Visalia, CA 93278
(559) 733-0440

July 20, 2018
Project: No: 180096.02
Invoice No: 94227

BURTON SCHOOL DISTRICT
264 N. Westwood Street
Porterville, CA 93257

Project Manager: Jeffery Cowart

Project: 180096.02 New K-8 Elementary School Off-site Water Line

NOTE: Review water line submittals and RFI CCO for gate valves and fittings.

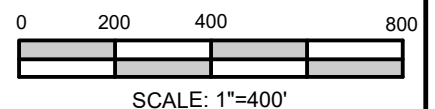
Professional Services for the Period: June 10, 2018 to July 7, 2018

Phase: 01 Engineering Services

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer/Senior Land Surveyor	1.20	130.00	156.00	
Assistant Engineer	3.00	100.00	300.00	
Totals	4.20		456.00	
Total Labor				456.00
		Phase Total		\$456.00
	Total Project Invoice Amount			\$456.00

Terms Net 30 Days



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

WATER LINE PROJECT
12" WATER MAIN IN REDWOOD STREET
FROM OLIVE AVENUE TO THURMAN
AVENUE

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 400'
DATE	1/8/2019

SHEET
1
OF
1



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Status Report - Developer Impact Fees

SOURCE: Finance

COMMENT: Pursuant to Government Code Section 66006 (b)(1), a detailed fund analysis of the capital improvement funds containing developer impact fees has been prepared. A copy of this analysis was delivered to the Building Industry Association of Tulare/Kings Counties, Inc. (BIA), per their request.

The format and content of this analysis have been developed around criteria previously approved by BIA. As of June 30, 2018, the City is in compliance with the requirements of the Code.

RECOMMENDATION: That the City Council accept the Status Report on Developer Impact Fees for the Fiscal Year ended June 30, 2018.

ATTACHMENTS: 1. Status Report

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
DEVELOPER IMPACT FEE SUMMARY
2017/18

	<u>BEGINNING BALANCES AS OF JULY 1, 2017</u>		<u>FEE COLLECTED</u>		<u>INTEREST EARNED</u>		<u>ELIGIBLE D.I.F. EXPENDITURES</u>		<u>ENDING BALANCES AS OF JUNE 30, 2018</u>
WATER ACREAGE FEE	\$ (19,679,548)	\$	97,643	\$	(2,322)	\$	(450,816)	\$	(20,035,044)
SEWER ACREAGE FEE	\$ (2,325,379)	\$	35,003	\$	1,895	\$	(229,590)	\$	(2,518,072)
STORM DRAIN FEE	\$ 2,081,131	\$	211,466	\$	9,679	\$	(145,262)	\$	2,157,014
TRANSPORTATION IMPACT FEE	\$ 1,140,796	\$	326,009	\$	5,054	\$	(150,000)	\$	1,321,859

CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2017/18

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Water Projects</u>			
Master plan update	\$ 126,792.37	100%	\$ 126,792.37
Central Mutual Water Co	706.10	0%	0.00
East Porterville water household connection	301,614.08	0%	0.00
East Porterville water reservoir	60,250.00	0%	0.00
Plano water main replacement	319,745.71	100%	319,745.71
Household tank abandonment	20,876.66	0%	0.00
Morton - Newcomb to Plano	4,733.91	100%	4,733.91
East Porterville booster pumps upgrade	500.00	0%	0.00
Well #35 - East Porterville	3,989.01	0%	0.00
Well #36 - East Porterville	93,882.98	0%	0.00
SGMA compliance	384,341.22	0%	0.00
Well #34 - Akin water system	(455.71)	100%	(455.71)
Urban water mangement plan	2,439.87	0%	0.00
Water infrastructure review	8,017.64	0%	0.00
	<u>\$ 1,327,433.84</u>		<u>\$ 450,816.28</u>
<u>SEWER TOTAL</u>			
<u>Sewer Projects</u>			
Odor control project	\$ 932,750.17	0%	\$ 0.00
Digester transfer line project	14,290.00	0%	0.00
Wastewater needs assessment	101,357.49	100%	101,357.49
Master plan update	106,832.29	100%	106,832.29
Annex area 456A & 457	3,133.05	0%	0.00
Annex area 456B & 456C	44,210.38	0%	0.00
Headworks grinder / washer	8,545.87	0%	0.00
Tertiary treatment plant	21,400.65	100%	21,400.65
Boiler replacement	165,579.00	0%	0.00
	<u>\$ 1,398,098.90</u>		<u>\$ 229,590.43</u>
<u>SEWER TOTAL</u>			
<u>Storm Drain Projects</u>			
Master plan update	\$ 106,670.42	100%	\$ 106,670.42
Flood mangement ordinance update	3,481.56	100%	3,481.56
N Grand reconstruction	20,557.67	100%	20,557.67
Drainage reservoir #18	12,896.46	100%	12,896.46
MS4 permit	21,344.00	0%	0.00
Main St - Westfield pipe	1,656.20	100%	1,656.20
	<u>\$ 166,606.31</u>		<u>\$ 145,262.31</u>
<u>STORM DRAIN TOTAL</u>			
<u>Transportation Projects</u>			
Debt service - 2005 Infrastructure COP	\$ 150,000.00	100%	\$ 150,000.00
	<u>\$ 150,000.00</u>		<u>\$ 150,000.00</u>
<u>TRANSPORTATION TOTAL</u>			
<u>Park Projects</u>			
Debt service - sports complex	\$ 33,565.92	100%	\$ 33,565.92
Sports complex parking lease	5,684.52	100%	5,684.52
	<u>\$ 39,250.44</u>		<u>\$ 39,250.44</u>
<u>PARK TOTAL</u>			

CITY OF PORTERVILLE
DEVELOPER FEE RATE STRUCTURE
2017/18

	<u>Hillside Development</u>	<u>Single Family</u>	<u>Duplex</u>	<u>Multiple Family</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial / Professional</u>	<u>Industrial</u>
Water Acreage Fee / Acre	\$ 1,703	\$ 3,551	\$ 8,889	\$ 20,753	\$ -	\$ 2,317	\$ 2,669	\$ 20,497
Sewer Acreage Fee / Acre	\$ 1,157	\$ 2,170	\$ 5,040	\$ 11,758	\$ -	\$ 817	\$ 3,064	\$ 13,081
Storm Drain Fee / Acre	\$ -	\$ 5,849	\$ 7,802	\$ 11,706	\$ -	\$ 15,601	\$ 15,601	\$ 15,601
Transportation Fee / Unit	\$ -	\$ 1,251	\$ 846	\$ 846	\$ -	\$ 3,220	\$ 6,125	\$ 913
Park Impact Fee / Unit	\$ -	\$ 777	\$ 603	\$ 603	\$ 436	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Quarterly Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of December 31, 2018, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

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

ATTACHMENTS: 1. Quarterly Portfolio Summary

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF DECEMBER 31, 2018

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	12,995,744	\$ 12,995,744	2.210%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	6,806,206	6,858,693	2.220%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,083,942	8,878,285	1.960%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	979,577	979,577	4.000%	1/15/2015	7/15/2037	6,771
3133EGKA2	FEDERAL FARM CREDIT BANK	1,000,000	974,130	1.500%	6/29/2016	7/6/2021	918
3130A9VY4	FEDERAL HOME LOAN BANKS	1,000,000	974,660	1.650%	11/23/2016	11/23/2021	1,058
3130AARH3	FEDERAL HOME LOAN BANKS	1,000,000	988,300	2.250%	2/28/2017	2/28/2022	1,155
3130ABCS3	FEDERAL HOME LOAN BANKS	1,000,000	985,810	2.100%	5/18/2017	5/18/2022	1,234
3134GBYP1	FEDERAL HOME LOAN MTG CORP	1,000,000	1,000,500	2.250%	7/26/2017	7/26/2022	1,303
3130ACF66	FEDERAL HOME LOAN BANKS	1,000,000	980,610	2.150%	9/26/2017	9/26/2022	1,365
3134GBM74	FEDERAL HOME LOAN MTG CORP	1,000,000	981,510	2.150%	9/29/2017	9/29/2022	1,368
3134GB6A5	FEDERAL HOME LOAN MTG CORP	1,000,000	990,300	2.400%	12/28/2017	12/28/2022	1,458
3134GSEQ4	FEDERAL HOME LOAN MTG CORP	1,000,000	1,000,210	3.000%	3/15/2018	3/15/2023	1,535
3134GSKY0	FEDERAL HOME LOAN MTG CORP	999,000	1,000,440	3.200%	5/15/2018	5/15/2023	1,596
24422ESW0	JOHN DEERE CAP CORP	1,000,000	98,860	2.050%	3/10/2015	3/10/2020	435
38148TMC0	GOLDMAN SACHS GROUP INC	1,000,000	989,390	2.000%	4/29/2016	4/29/2021	850
46625HQJ2	JP MORGAN CHASE & CO NOTE	997,500	985,900	2.550%	12/28/2016	3/1/2021	791
06744CFN6	BARCLAYS BANK PLC MTN	1,000,000	981,156	2.250%	8/25/2017	8/25/2022	1,333
89236TEC5	TOYOTA MOTOR CRD CORP	1,000,000	957,720	2.150%	9/8/2017	9/8/2022	1,347
037833DE7	APPLE INC NOTE	993,000	970,410	2.400%	1/16/2018	1/13/2023	1,474
084670BR8	BERKSHIRE HATHAWAY	981,970	981,680	2.750%	4/23/2018	3/15/2023	1,535
06406RAG2	BANK NEW YORK MELLON CORP MTN	1,000,000	1,003,000	3.500%	10/16/2018	4/23/2023	1,574
90331HNV1	US BANK ASSN MTN	995,000	997,950	3.400%	11/15/2018	7/24/2023	1,666
36160NS83	CERTIFICATE OF DEPOSIT	245,000	244,488	2.000%	5/23/2014	5/23/2019	143
48126FXH8	CERTIFICATE OF DEPOSIT	200,000	191,058	1.700%	9/30/2016	9/30/2021	1,004
02587CAF7	CERTIFICATE OF DEPOSIT	246,383	246,229	1.950%	7/17/2014	7/17/2019	198
74267GUQ8	CERTIFICATE OF DEPOSIT	247,000	246,205	2.000%	7/22/2014	7/22/2019	203
29266NB30	CERTIFICATE OF DEPOSIT	247,000	246,116	2.050%	8/28/2014	8/28/2019	240
254672NN4	CERTIFICATE OF DEPOSIT	247,000	244,201	2.000%	5/13/2015	5/13/2020	499
20033AKP0	CERTIFICATE OF DEPOSIT	249,000	245,880	1.900%	5/26/2015	5/26/2020	512
140420RT9	CERTIFICATE OF DEPOSIT	247,380	244,833	1.850%	6/3/2015	6/3/2020	520
46147UQL7	CERTIFICATE OF DEPOSIT	248,378	245,507	1.900%	6/17/2015	6/17/2020	534
981571BN1	CERTIFICATE OF DEPOSIT	200,000	197,426	2.300%	6/25/2015	6/25/2020	542
29976DYV6	CERTIFICATE OF DEPOSIT	246,382	243,601	1.950%	6/30/2015	6/30/2020	547
14042E4P2	CERTIFICATE OF DEPOSIT	246,000	243,402	2.300%	7/15/2015	7/15/2020	562
31938QN26	CERTIFICATE OF DEPOSIT	247,000	243,816	2.050%	7/17/2015	7/17/2020	564
58403BY67	CERTIFICATE OF DEPOSIT	247,000	244,330	2.250%	7/27/2015	7/27/2020	574
05580ACW2	CERTIFICATE OF DEPOSIT	247,000	244,063	2.200%	9/22/2015	9/18/2020	627
02587DL30	CERTIFICATE OF DEPOSIT	246,000	241,316	2.300%	12/23/2015	12/23/2020	723
9497486Z5	CERTIFICATE OF DEPOSIT	249,000	238,569	1.600%	8/3/2016	8/3/2021	946
06062QXG4	CERTIFICATE OF DEPOSIT	247,000	237,878	1.850%	11/23/2016	11/23/2021	1,058
58733ADT3	CERTIFICATE OF DEPOSIT	240,000	232,087	2.100%	1/27/2017	1/27/2022	1,123
38148PGX9	CERTIFICATE OF DEPOSIT	245,000	237,973	2.300%	3/8/2017	3/8/2022	1,163
857894SK6	CERTIFICATE OF DEPOSIT	249,000	240,594	2.050%	1/13/2017	1/13/2022	1,109
71270QQJ8	CERTIFICATE OF DEPOSIT	246,000	237,688	2.050%	1/18/2017	1/18/2022	1,114
8562845Z3	CERTIFICATE OF DEPOSIT	246,000	239,734	2.350%	1/26/2017	1/26/2022	1,122
33767A2G5	CERTIFICATE OF DEPOSIT	249,000	239,802	2.100%	4/19/2017	4/19/2022	1,205
55266CVB9	CERTIFICATE OF DEPOSIT	248,502	238,836	1.950%	4/28/2017	4/28/2022	1,214
67054NAK9	CERTIFICATE OF DEPOSIT	249,000	240,651	2.300%	6/21/2017	6/21/2022	1,268
9819962K6	CERTIFICATE OF DEPOSIT	200,000	191,104	2.400%	4/19/2017	4/19/2022	1,205
795450D36	CERTIFICATE OF DEPOSIT	240,000	231,696	2.350%	8/23/2017	8/23/2022	1,331
06740KKD8	CERTIFICATE OF DEPOSIT	247,000	237,713	2.200%	7/12/2017	7/12/2022	1,289
33715LAP5	CERTIFICATE OF DEPOSIT	248,378	239,047	2.250%	9/28/2017	9/28/2022	1,367
62384RAB2	CERTIFICATE OF DEPOSIT	249,000	239,311	2.300%	10/12/2017	10/12/2022	1,381
01748DAY2	CERTIFICATE OF DEPOSIT	248,402	238,149	2.200%	11/3/2017	11/3/2022	1,403
61747MF63	CERTIFICATE OF DEPOSIT	246,000	238,615	2.650%	1/11/2018	1/11/2023	1,472
22239MAR9	CERTIFICATE OF DEPOSIT	249,000	240,828	2.600%	2/2/2018	2/2/2023	1,494
366526AR2	CERTIFICATE OF DEPOSIT	248,378	241,186	2.650%	2/16/2018	2/16/2023	1,508
819866AE4	CERTIFICATE OF DEPOSIT	249,000	242,476	2.800%	3/5/2018	3/6/2023	1,526
319141KL0	CERTIFICATE OF DEPOSIT	245,000	241,430	3.150%	6/6/2018	6/6/2023	1,618
74934YAH4	CERTIFICATE OF DEPOSIT	245,000	241,330	3.150%	6/20/2018	6/20/2023	1,632
17312QJ26	CERTIFICATE OF DEPOSIT	245,410	240,298	2.900%	4/11/2018	4/11/2023	1,562
25665QAX3	CERTIFICATE OF DEPOSIT	246,000	240,283	2.900%	4/13/2018	4/13/2023	1,564

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
91435LAG2	CERTIFICATE OF DEPOSIT	249,000	244,468	3.050%	5/14/2018	5/15/2023	1,596
080515CQ0	CERTIFICATE OF DEPOSIT	246,000	241,540	3.050%	5/16/2018	5/16/2023	1,597
90348JCW8	CERTIFICATE OF DEPOSIT	249,000	246,338	3.250%	6/13/2018	6/13/2023	1,625
74160NGF1	CERTIFICATE OF DEPOSIT	248,415	245,775	3.200%	6/22/2018	6/22/2023	1,634
45581EAX9	CERTIFICATE OF DEPOSIT	249,000	246,764	3.300%	6/30/2018	6/30/2023	1,642
201282HW3	CERTIFICATE OF DEPOSIT	249,000	246,156	3.250%	7/25/2018	7/25/2023	1,667
31911QFK6	CERTIFICATE OF DEPOSIT	248,427	248,427	3.200%	8/10/2018	8/10/2023	1,683
499724AD4	CERTIFICATE OF DEPOSIT	249,000	245,917	3.250%	8/30/2018	8/30/2023	1,703
64017AAH7	CERTIFICATE OF DEPOSIT	245,000	242,401	3.300%	9/19/2018	9/19/2023	1,723
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	246,749	3.350%	10/16/2018	10/16/2023	1,750
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	246,739	3.350%	10/19/2018	10/19/2023	1,753
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	247,735	3.450%	11/9/2018	11/9/2023	1,774
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	244,780	3.550%	11/26/2018	11/24/2023	1,789
635573AL2	CERTIFICATE OF DEPOSIT	245,000	243,011	3.400%	12/26/2018	12/21/2023	1,816
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	4/24/2018	4/24/2023	1,575
1248	CERTIFICATE OF DEPOSIT	250,000	250,000	2.480%	5/25/2018	5/8/2020	494
1254	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	9/8/2018	9/8/2019	251
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	2.800%	5/14/2018	5/14/2023	1,595
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	6/21/2018	6/21/2023	1,633
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	2.458%	5/10/2018	5/10/2020	496
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	2.650%	4/29/2018	4/29/2023	1,580
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	3.100%	6/25/2018	6/25/2023	1,637
1291	CERTIFICATE OF DEPOSIT	250,000	250,000	2.250%	2/7/2014	2/7/2019	38
1292	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	7/31/2014	7/31/2019	212
1293	CERTIFICATE OF DEPOSIT	250,000	250,000	1.940%	7/18/2014	7/18/2019	199
1294	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/3/2015	4/3/2020	459
1295	CERTIFICATE OF DEPOSIT	250,000	250,000	2.084%	4/20/2015	4/20/2020	476
1296	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/8/2015	5/8/2020	494
1297	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/14/2015	5/14/2020	500
1298	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	11/4/2015	11/4/2020	674
1299	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/30/2015	3/30/2020	455
1300	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	12/8/2015	12/8/2020	708
1301	CERTIFICATE OF DEPOSIT	250,000	250,000	2.080%	2/4/2016	2/4/2021	766
1302	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	1/11/2016	1/11/2021	742
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	4/19/2016	4/19/2021	840
1304	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/19/2016	5/19/2021	870
1305	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	6/3/2016	6/3/2021	885
1306	CERTIFICATE OF DEPOSIT	249,000	249,000	1.935%	10/28/2016	10/28/2021	1,032
1307	CERTIFICATE OF DEPOSIT	249,000	249,000	1.900%	12/20/2016	12/20/2021	1,085
1308	CERTIFICATE OF DEPOSIT	249,000	256,140	2.000%	1/20/2017	1/20/2022	1,116
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	2.150%	2/14/2017	2/14/2022	1,141
1310	CERTIFICATE OF DEPOSIT	249,000	249,000	2.100%	5/1/2017	5/2/2022	1,218
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	2.110%	6/23/2017	6/23/2022	1,270
1312	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/26/2017	7/26/2022	1,303
1313	CERTIFICATE OF DEPOSIT	249,000	249,000	2.230%	7/11/2017	7/11/2022	1,288
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/21/2017	7/21/2022	1,298
1315	CERTIFICATE OF DEPOSIT	249,000	249,000	2.350%	9/22/2017	9/22/2022	1,361
1316	CERTIFICATE OF DEPOSIT	249,000	249,000	2.600%	10/6/2017	10/6/2022	1,375
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	2.428%	11/16/2017	11/16/2022	1,416
1318	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	3/22/2018	3/22/2023	1,542
1319	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	8/3/2018	8/3/2021	946
1320	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	9/12/2018	9/12/2023	1,716
1321	CERTIFICATE OF DEPOSIT	249,000	249,000	2.970%	10/16/2018	5/16/2020	502
1322	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	11/30/2018	11/30/2020	700
1323	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	10/23/2018	10/23/2021	1,027

TOTALS \$ 72,266,374 \$ 70,731,524

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
12/31/2017	3/31/2018	6/30/2018	9/30/2018	12/31/2018		
1.723%	1.939%	2.110%	2.230%	2.334%	<u>39.971%</u>	<u>779</u>

Comments:

Portfolio holdings as of December 31, 2018, are in compliance with the current Investment Policy. With 39.971% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the first calendar quarter ending March 31, 2019, and will be presented during the May 7, 2019 Council meeting.



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the financial status reports for the quarter ending December 31, 2018, are submitted.

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

ATTACHMENTS: 1. Financial Status Reports

Appropriated/Funded:

Review By:

Department Director:

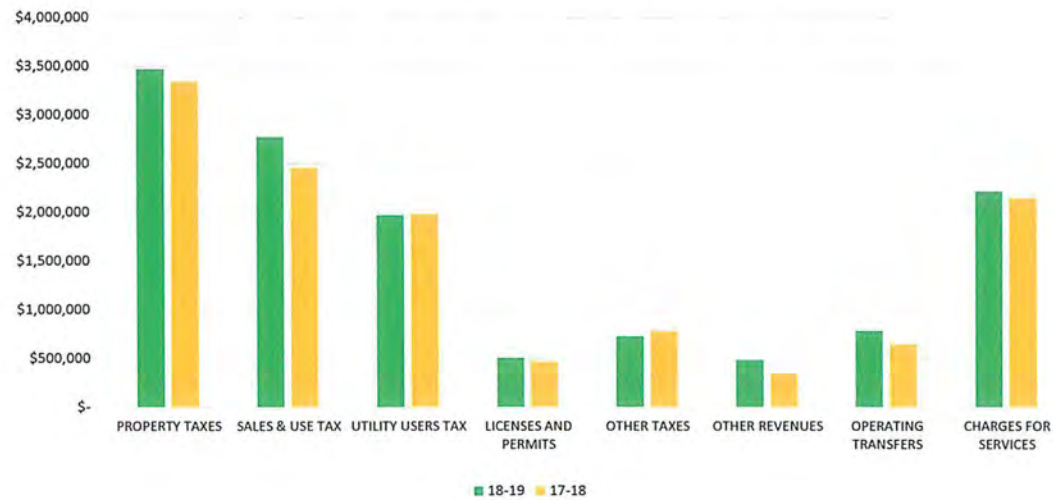
Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

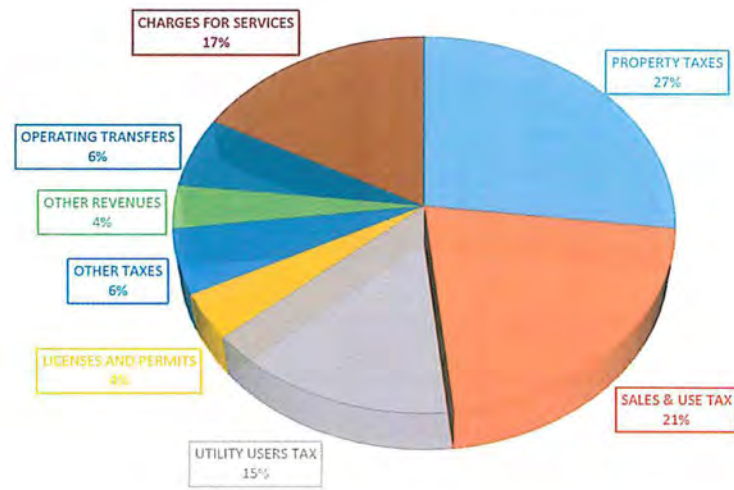
REVENUE STATUS REPORT - GENERAL FUND
FOR THE SIX MONTHS ENDED
DECEMBER 31, 2018 AND DECEMBER 31, 2017

REVENUE SOURCE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2017-2018 ESTIMATED REVENUE	2017-2018 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 6,889,846	\$ 3,469,264	50.35%	\$ 6,500,000	\$ 3,342,831	51.43%
OTHER TAXES:						
SALES AND USE TAX	5,998,601	2,660,370	44.35%	5,909,737	2,359,969	39.93%
UTILITY USERS TAX	4,125,000	1,968,383	47.72%	4,000,000	1,980,405	49.51%
TRANSIENT OCCUPANCY TAX	620,000	140,977	22.74%	500,000	178,068	35.61%
PROPERTY TRANSFER TAX	85,000	33,441	39.34%	65,000	49,695	76.45%
FRANCHISE TAX	1,611,134	550,922	34.19%	1,561,134	549,966	35.23%
SALES TAX - PUBLIC SAFETY	220,000	110,821	50.37%	200,000	99,419	49.71%
LICENSES AND PERMITS:						
BUSINESS LICENSES	481,800	247,625	51.40%	464,800	229,877	49.46%
CONSTRUCTION PERMITS	440,000	259,171	58.90%	475,000	238,324	50.17%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	32,000			25,000		
OTHER TAXES	25,000			25,000		
REVENUE FROM AGENCIES-GRANTS	172,741	27,151	15.72%	187,535	28,717	15.31%
USE OF MONEY AND PROPERTY	405,800	180,205	44.41%	470,000	263,359	56.03%
FINES AND FORFEITURES	34,000	11,825	34.78%	36,000	16,931	47.03%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	129,000	60,618	46.99%	107,000	80,613	75.34%
POLICE	519,000	104,037	20.05%	334,000	90,966	27.24%
FIRE	45,000	46,302	102.89%	45,000	57,788	128.42%
LIBRARY	40,000	16,756	41.89%	40,000	19,431	48.58%
RECREATIONAL	2,738,739	691,184	25.24%	2,374,100	647,858	27.29%
INTERDEPARTMENTAL	2,400,000	1,262,017	52.58%	2,200,000	1,241,749	56.44%
OTHER	41,272	32,047	77.65%	9,954	4,852	48.74%
OTHER REVENUES	80,200	264,042	329.23%	87,200	39,034	44.76%
SUBTOTALS	\$ 27,134,133	\$ 12,137,159	44.73%	\$ 25,616,460	\$ 11,519,854	44.97%
OPERATING TRANSFERS	1,230,625	560,752	45.57%	1,205,696	556,319	46.14%
DEBT SERVICE TRANSFERS	199,250	110,423	55.42%	199,455	91,164	45.71%
TOTALS	\$ 28,564,008	\$ 12,808,334	44.84%	\$ 27,021,611	\$ 12,167,337	45.03%

City of Porterville
General Fund Revenues
Six Months Ended December 31, 2018 and December 31, 2017



City of Porterville
General Fund Revenues
Six Months Ended December 31, 2018

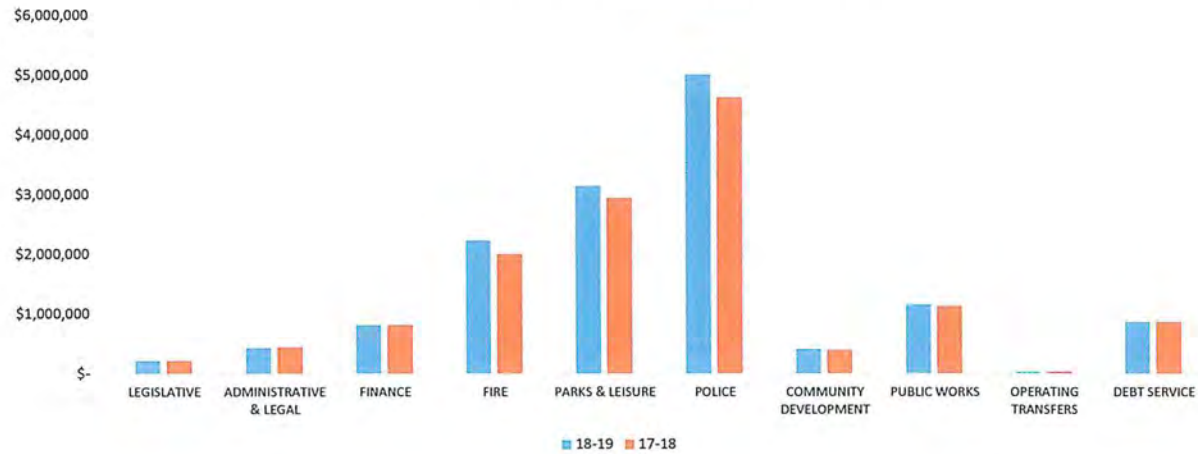


CITY OF PORTERVILLE

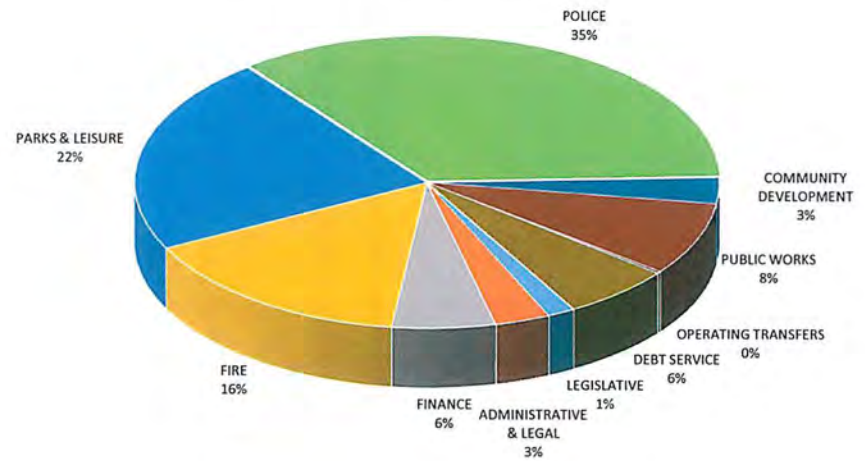
EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE SIX MONTHS ENDED
DECEMBER 31, 2018 AND DECEMBER 31, 2017

	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF APPROP	2017-2018 AMENDED APPROP	2017-2018 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 252,917	\$ 114,985	45.5%	\$ 262,917	\$ 65,673	25.0%
COMMUNITY PROMOTION	236,653	104,155	44.0%	223,583	148,758	66.5%
EMERGENCY OPERATIONS						
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	318,526	135,616	42.6%	308,902	150,657	48.8%
CITY CLERK	190,463	85,725	45.0%	189,358	83,882	44.3%
HUMAN RESOURCES	308,614	154,689	50.1%	264,520	154,971	58.6%
CITY ATTORNEY	225,000	60,320	26.8%	225,000	53,338	23.7%
FINANCE:						
FINANCE & ACCOUNTING	902,024	441,267	48.9%	903,042	450,612	49.9%
INFORMATION SERVICES	472,829	227,766	48.2%	442,125	224,225	50.7%
ADMINISTRATIVE SERVICES	348,497	148,814	42.7%	364,286	140,996	38.7%
POLICE PROTECTION	10,498,068	5,011,992	47.7%	10,069,130	4,623,009	45.9%
FIRE PROTECTION	4,408,354	2,234,564	50.7%	4,081,607	1,997,614	48.9%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	643,169	280,232	43.6%	599,243	269,973	45.1%
ECONOMIC DEVELOPMENT	385,874	135,031	35.0%	368,288	122,293	33.2%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,161,034	543,205	46.8%	1,155,870	549,993	47.6%
STREET MAINTENANCE	482,842	246,402	51.0%	457,032	225,990	49.4%
SIGNALS, SIGNING & STRIPING	384,414	117,540	30.6%	368,776	110,075	29.8%
STREET LIGHTING	507,517	211,667	41.7%	507,421	208,339	41.1%
STORM DRAINS	83,818	20,079	24.0%	106,707	15,505	14.5%
PARKING LOTS	47,381	22,954	48.4%	47,285	21,247	44.9%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	1,990,891	1,067,179	53.6%	1,906,589	965,353	50.6%
STREET TREES & PARKWAYS	232,964	89,007	38.2%	214,028	105,413	49.3%
COMMUNITY CENTERS	224,086	126,335	56.4%	229,255	119,571	52.2%
LEISURE SERVICES	282,955	164,881	58.3%	276,091	148,207	53.7%
LEISURE SERVICES - SPECIAL PROG	2,524,117	1,225,612	48.6%	2,130,920	1,133,587	53.2%
SWIMMING POOL	169,023	92,906	55.0%	153,238	95,403	62.3%
LIBRARY OPERATIONS	778,935	371,827	47.7%	764,416	364,741	47.7%
SPECIAL PROJECTS	24,645	8,958	36.3%	24,519	8,774	35.8%
SUB TOTALS	28,085,610	\$ 13,443,707	47.9%	26,644,148	12,558,199	47.1%
OPERATING TRANSFERS	79,000	34,500	43.7%	79,000	34,500	43.7%
DEBT SERVICE	1,723,011	867,806	50.4%	1,727,854	865,035	50.1%
	<u>\$ 29,887,621</u>	<u>\$ 14,346,013</u>	48.0%	<u>\$ 28,451,002</u>	<u>\$ 13,457,734</u>	47.3%

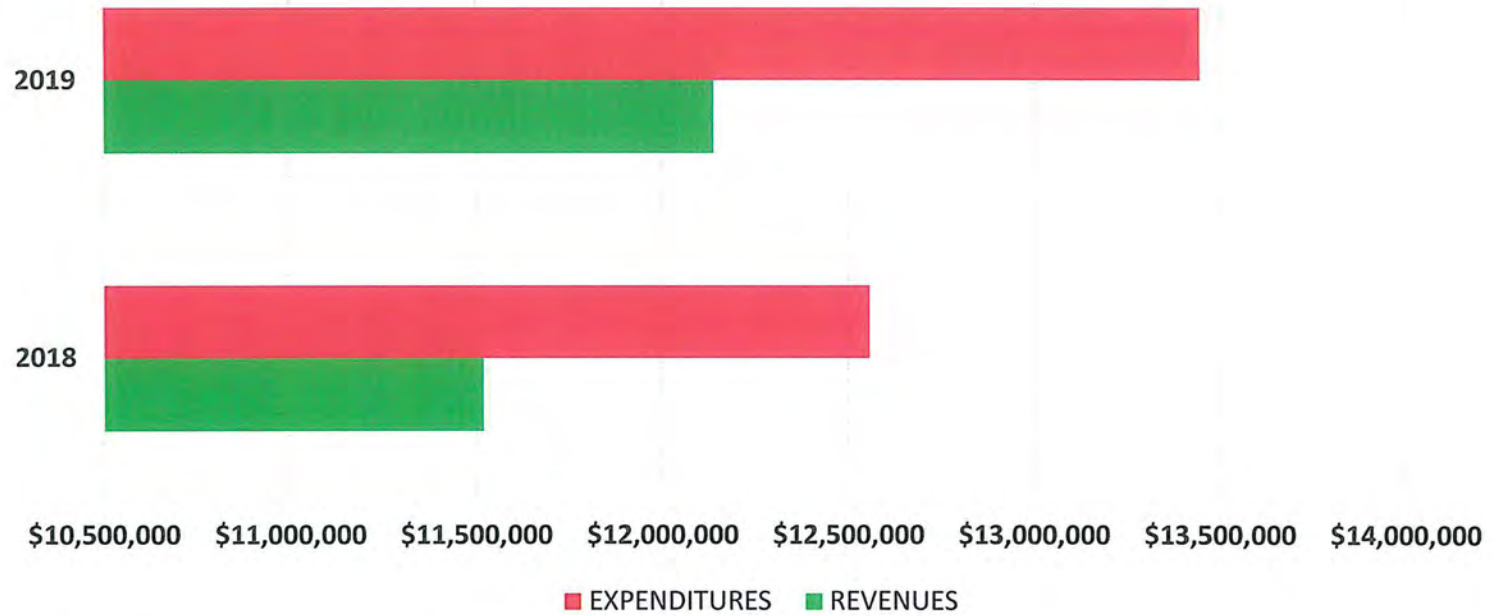
City of Porterville
General Fund Expenditures
Six Months Ended December 31, 2018 and December 31, 2017



City of Porterville
General Fund Expenditures
Six Months Ended December 31, 2018



**CITY OF PORTERVILLE
General Fund
Revenues & Expenditures**

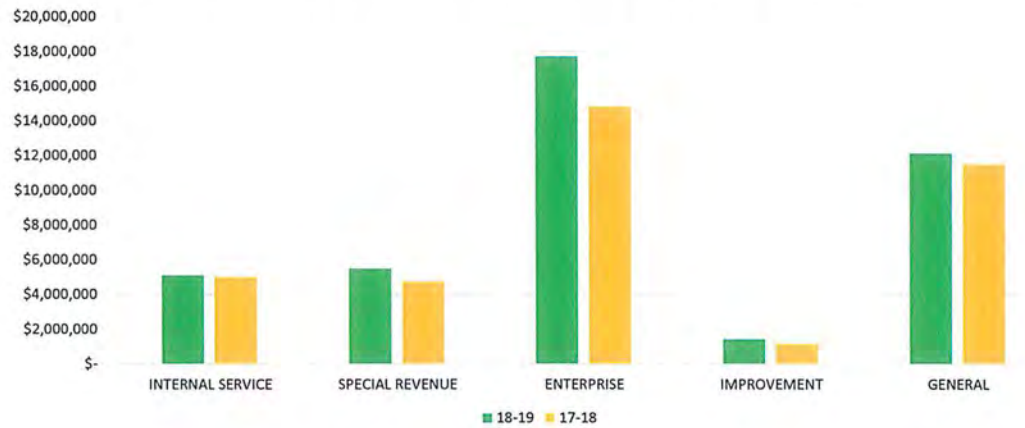


CITY OF PORTERVILLE

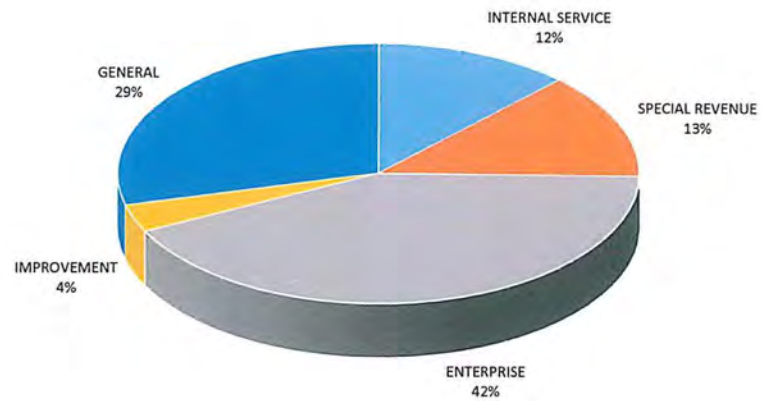
REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE SIX MONTHS ENDED
DECEMBER 31, 2018 AND DECEMBER 31, 2017

REVENUE SOURCE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2017-2018 ESTIMATED REVENUE	2017-2018 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,719,011	\$ 1,607,235	43.2%	\$ 3,574,391	\$ 1,756,525	49.1%
SPECIAL GAS TAX	3,925,439	1,525,955	38.9%	2,658,716	1,167,646	43.9%
LOCAL TRANSPORTATION FUNDS (LTF)	11,239,674	1,467,289	13.1%	4,232,000	857,217	20.3%
TRAFFIC SAFETY FUND	150,400	50,040	33.3%	150,400	62,749	41.7%
ZALUD ESTATE	7,700	3,586	46.6%	7,600	4,552	59.9%
COMMUNITY DEVELOPMENT BLOCK GRANT	775,500	514,752	66.4%	747,540	429,052	57.4%
TRANSIT	15,452,340	3,204,046	20.7%	18,505,246	381,983	2.1%
SPECIAL SAFETY GRANTS	291,800	99,907	34.2%	328,700	105,867	32.2%
SEWER OPERATING	7,148,447	3,599,603	50.4%	7,118,596	3,641,160	51.1%
REFUSE REMOVAL	5,980,000	2,991,804	50.0%	5,913,000	2,976,652	50.3%
AIRPORT OPERATIONS	1,788,900	829,609	46.4%	1,661,882	1,217,986	73.3%
GOLF COURSE	171,500	82,607	48.2%	198,000	82,078	41.5%
WATER OPERATING	11,903,750	7,024,324	59.0%	11,200,000	6,536,154	58.4%
RISK MANAGEMENT	6,635,519	3,362,681	50.7%	6,571,520	3,328,394	50.6%
EQUIPMENT MAINTENANCE	3,315,000	1,738,080	52.4%	3,235,000	1,674,385	51.8%
LANDSCAPE MAINTENANCE DISTRICT	85,000	56,507	66.5%	115,500	36,661	31.7%
WATER REPLACEMENT	21,420,524	380,691	1.8%	14,389,100	276,696	1.9%
SOLID WASTE RESERVE	2,319,462	509,105	21.9%	2,260,188	495,659	21.9%
SEWER REVOLVING	317,058	179,944	56.8%	308,426	147,519	47.8%
TRANSPORTATION DEVELOPMENT	210,000	74,520	35.5%	210,000	159,474	75.9%
PARK DEVELOPMENT	50,050	33,901	67.7%	50,055	15,005	30.0%
TREATMENT PLANT RESERVE	581,248	363,246	62.5%	565,364	243,598	43.1%
STORM DRAIN DEVELOPMENT	120,000	60,725	50.6%	118,000	161,754	137.1%
BUILDING CONSTRUCTION	5,000	4,466	89.3%	5,000	4,001	80.0%
TOTALS	\$ <u>97,613,322</u>	\$ <u>29,764,622</u>	30.5%	\$ <u>84,124,224</u>	\$ <u>25,762,766</u>	30.6%

City of Porterville
Revenue by Fund Type
Six Months Ended December 31, 2018 and December 31, 2017



City of Porterville
Revenue by Fund Type
Six Months Ended December 31, 2018

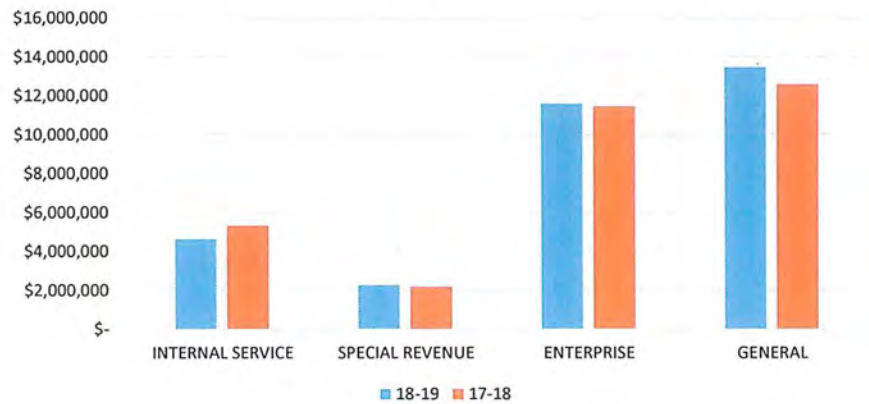


CITY OF PORTERVILLE

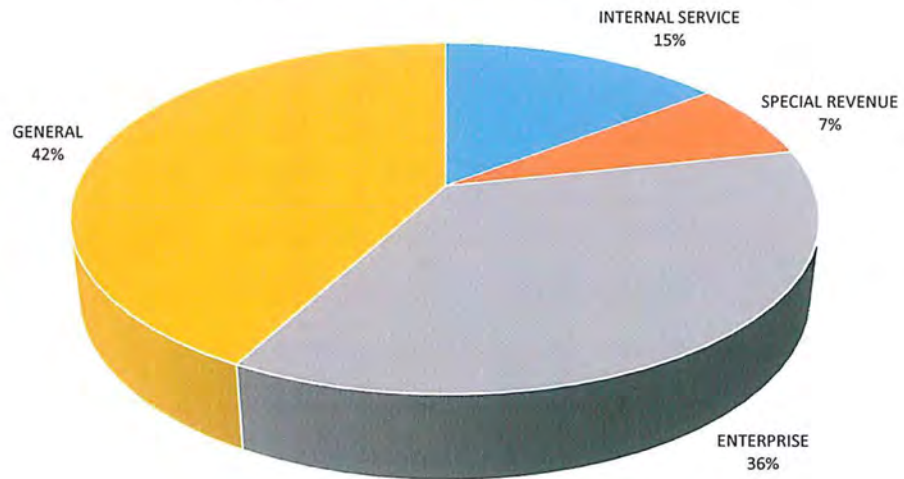
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE SIX MONTHS ENDED
DECEMBER 31, 2018 AND DECEMBER 31, 2017

	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF APPROP	2017-2018 AMENDED APPROP	2017-2018 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 3,869,533	\$ 1,995,670	51.6%	\$ 3,684,193	\$ 1,849,323	50.2%
ZALUD ESTATE	22,505	11,586	51.5%	22,305	11,432	51.3%
COMMUNITY DEVELOPMENT BLOCK GRANT	734,480	83,188	11.3%	735,972	76,131	10.3%
TRANSIT	4,011,228	1,734,120	43.2%	4,076,426	1,839,121	45.1%
SPECIAL SAFETY GRANTS	351,017	112,169	32.0%	427,926	180,457	42.2%
SEWER OPERATING	6,411,634	2,714,941	42.3%	6,436,780	2,622,801	40.7%
REFUSE REMOVAL	6,391,645	2,895,231	45.3%	6,317,200	2,885,651	45.7%
AIRPORT	1,551,236	700,190	45.1%	1,467,186	926,142	63.1%
GOLF COURSE	417,196	236,136	56.6%	395,502	217,101	54.9%
WATER OPERATING	7,304,698	3,284,819	45.0%	7,180,425	2,923,595	40.7%
RISK MANAGEMENT	6,503,564	2,878,734	44.3%	6,351,146	3,748,263	59.0%
EQUIPMENT MAINTENANCE	3,311,647	1,749,051	52.8%	3,289,286	1,559,230	47.4%
LANDSCAPE MAINTENANCE DISTRICT	174,970	66,148	37.8%	164,336	65,696	40.0%
TOTALS	\$ <u>41,055,353</u>	\$ <u>18,461,983</u>	45.0%	\$ <u>40,548,683</u>	\$ <u>18,904,945</u>	46.6%

City of Porterville
Expenditures by Fund Type
Six Months Ended December 31, 2018 and December 31, 2017



City of Porterville
Expenditures by Fund Type
Six Months Ended December 31, 2018



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Six Months Ended December 31, 2018 and December 31, 2017

	<u>FY 2018-19</u>	<u>FY 2017-18</u>
REVENUES		
Sales Tax - Measure H	\$ 1,602,466	\$ 1,750,097
Interest	4,192	3,332
Police Services	577	3,095
Contributions	-	-
TOTAL REVENUES	<u>1,607,235</u>	<u>1,756,525</u>
EXPENDITURES		
Police Department	843,150	779,496
Fire Department	885,109	822,751
Public Safety Station	18,092	16,629
Library & Literacy	249,319	230,448
TOTAL EXPENDITURES	<u>1,995,670</u>	<u>1,849,323</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>(388,435)</u>	\$ <u>(92,798)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Six Months Ended December 31, 2018 and December 31, 2017

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>12/31/2018 NET OPERATING PROFIT (LOSS)</u>	<u>12/31/2017 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 3,586	\$ (11,586)	\$ (7,999)	\$ (6,880)
Transit	\$ 3,204,046	\$ (1,734,120)	\$ 1,469,926	\$ (1,457,138)
Sewer Operating	\$ 3,599,603	\$ (2,714,941)	\$ 884,663	\$ 1,018,359
Solid Waste	\$ 2,991,804	\$ (2,895,231)	\$ 96,572	\$ 91,000
Airport	\$ 829,609	\$ (700,190)	\$ 129,419	\$ 291,845
Golf	\$ 82,607	\$ (236,136)	\$ (153,529)	\$ (135,023)
Water Operating	\$ 7,024,324	\$ (3,284,819)	\$ 3,739,505	\$ 3,612,559



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Request for Proclamation - Teen Dating Violence Awareness & Prevention Month - February 2019

SOURCE: Administrative Services

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

The Family Crisis Center has requested that the Council consider a request to proclaim the month of February 2019, as "Teen Dating Violence Awareness and Prevention Month." Mayor Flores is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented following its approval.

RECOMMENDATION: That the City Council consider approval of the request to proclaim the month of February 2019, as "Teen Dating Violence Awareness and Prevention Month."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 01/02/2019

Name of Event/Individual: Teen Dating Violence Awareness and Prevention Month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Central California Family Crisis Center

Name of Contact Person: Andrea Morales

Address: 211 N. Main St. Porterville, CA 93257

Phone: 559-781-7462 FAX: 559-781-6240

E-mail: amorales@ccfamilycrisis.org

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

Date(s) of Event: February 2019

Date of Council Meeting to be presented, if applicable: February 5, 2019
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Andrea Morales & Toni Dumont

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

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

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

City Clerk's Section

Request Received: 1/22/19 Sponsored by: Flores Date: 1/22/19

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: reqd presentation at meeting

- WHEREAS: Teen dating violence is a serious and growing problem throughout California, which proves the importance of teen dating violence intervention and prevention programs that can help ensure a positive school climate and safe learning environment for all pupils, address warning signs of dating violence among pupils before behaviors escalate, and protect the safety of targeted students; and
- WHEREAS: According to the Centers for Disease Control and Prevention, nearly 10 percent of high school students have been hit, slapped, or physically hurt on purpose by a boyfriend or girlfriend in the past year and nearly half of students who experience dating violence have reported that some of the abuse took place on school grounds; and
- WHEREAS: According to the American Psychological Association, one in three teens ages 14 to 20 have experienced dating abuse and about the same number say they have committed dating abuse themselves and According to the Center for Disease Control and Prevention, Dating Matters: Strategies to Promote Healthy Teen Relationships, 1 in 4 adolescents report verbal, emotional, physical, or sexual dating abuse each year; and
- WHEREAS: 43% of LGBT teens reported experiencing physical dating violence, compared to 29% of heterosexual youth and 59% of LGBT teens reported emotional abuse, compared to 46% of heterosexual youth; and
- WHEREAS: Victims of dating violence are more-likely than their non-abused peers to smoke, use drugs, engage in unhealthy dieting, engage in risky sexual behaviors, and attempt or consider suicide and are also at increased risk for carrying a weapon to school, being threatened or injured with a weapon at school, and damaging school property; and
- WHEREAS: Pupils who are victims in high school are at higher risk for victimization during college, and adolescent perpetrators of dating violence are more likely to abuse their intimate partners as adults; and
- WHEREAS: The establishment of Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, families, and all youth

NOW, THEREFORE, I, Martha A. Flores, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim the month of February 2019 as,

"TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH"

and encourage all citizens to support communities in order to empower teens to develop healthy and violence-free relationships throughout their lives;

PROCLAIMED this 5th day of February, 2019.

Martha A. Flores, Mayor

Brian E. Ward, Vice Mayor

Milt Stowe, Council Member

Daniel Peñaloza, Council Member

Monte Reyes, Council Member



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Approval for Community Civic Event - Boys and Girls Clubs of Tulare County, Inc. - Love our Kids 5K Fun Run - March 9, 2019

SOURCE: Finance

COMMENT: The Boys and Girls Clubs of Tulare County, Inc. is requesting approval to hold their 'Love our Kids 5K Fun Run' event around the perimeter of Veteran's Park, on Saturday, March 9, 2019, from 7:30 a.m. to 1:30 p.m. No street closures are requested.

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

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the Boys and Girls Club of Tulare County, Inc., subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville. CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete application can delay permit process)

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

DO YOU HAVE? Event Flyer? **YES** E-mail address? **Yes** Website?

Application date: **1/15/2019** Event Date: **3/9/2019**
Event time: **7:30a (setup) - 1:30p (Cleanup)**

Name of Event: **Love our Kids 5K Fun Run**

Sponsoring organization: **Boys & Girls Club** Phone# **592-4074**

Address: **1003 San Juan Ave. Exeter CA. 93221**

Authorized representative: **Adele Sanchez** Phone# **559-306-7661**

Address: **PO Box 610, Strathmore Ca. 93267**

Event chairperson: **Gail Grasmick** Phone# **559-361-9321**

Address: **19960 Rd. 230, Strathmore Ca. 93267**

Location of event **Porterville Veterans Park**

(Location map must be attached)

Type of event: **5K Fun Run**

Non-profit organization status: **(501c) BL#004524**

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No **X**

Police protection Yes _____ No **X** Refuse pickup Yes _____ No **X**

Other: _____

Parks facility application required: Yes **X** No _____ Attached **X**

Assembly permit required: Yes _____ No **X** Attached _____

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

Appr.

Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

NA Authorized Representative Initial

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

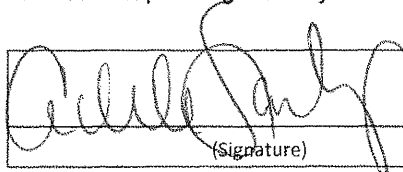
Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Boys & Girls Club of Strathmore

(Name of Organization)


(Signature)

01/15/2019

(Date)

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

Location: **Porterville Veterans Park** Event Date: **3/9/2019** Event Time: **1:30pm** **7:30aSetup**

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

[illegible]

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.

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

CITY OF PORTERVILLE

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

Name of event: Love our Kids 5K Fun Run

Sponsoring Organization Boys & Girls Club of the Sequoia (Strathmore)

Event date: 3/9/2019 Hours: 7:30a Setup - 1:30pm Clean up

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
#1 West Grand Ave	Veterans Park	Prospect	5K Fun Run
#2 Along Prospect	West Grand Ave	First dirt trail path	5k Fun Run
#3 in front of Fire station	N. Newcomb St	N. Newcomb St	5K Fun Run
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>

Requirements for Community Civic Event
Boys and Girls Club of Tulare County, Inc.
Boys and Girls Club of Strathmore
Love Our Kids 5K Fun Run
March 9, 2019

Finance Director:
M. Bemis

Public Works Director:
M. Reed

Community Development Manager:
J. Phillips

No comments.

Field Services Manager
M. Knight

Fire Marshal:
M. Sandoval

Approves.

Parks and Leisure Services Director:
D. Moore

Vehicles to remain off the grass
except for unloading/loading.

Police Lieutenant:
R. Standridge

Please see conditions/requirements
for special event in Exhibit B.

Administrative Services Director:
P. Hildreth

See Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Boys and Girls Club of Tulare County, Inc.
Event: Love our Kids 5K Fun Run
Event Chairman: Gail Grasmick
Location: Veterans Park
Date of Event: March 9, 2019
Time of Event: 7:30 a.m. to 1:30 p.m.

RISK MANAGEMENT: Conditions of Approval

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

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

PORTERVILLE POLICE DEPARTMENT

Conditions/Requirements for Special Event

Boys & Girls Club of the Sequoias

“Love Our Kids 5k Fun Run”

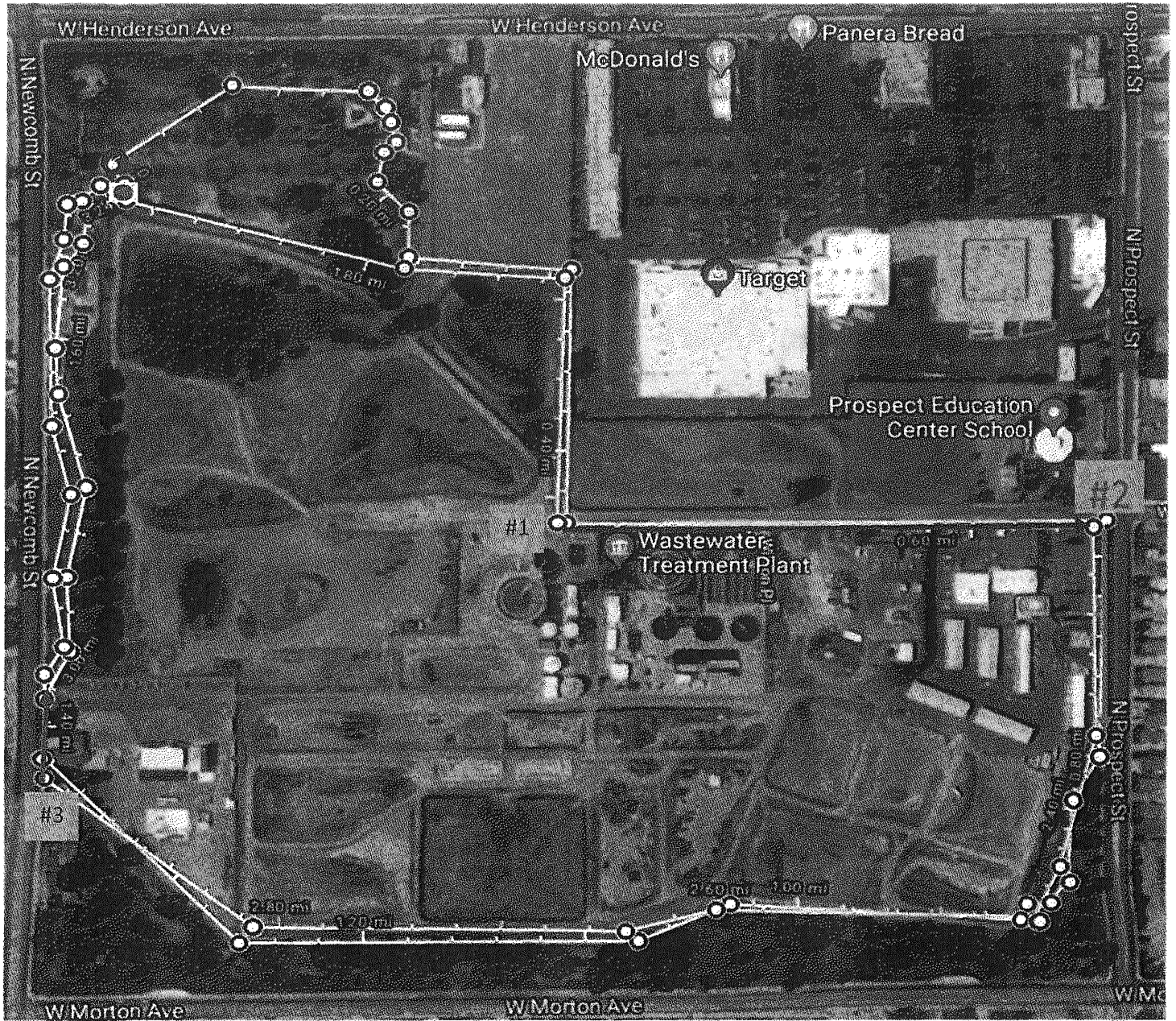
Porterville Veterans Park

March 9, 2019 from 7:30am-1:30pm

- ▶ Aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ For everyone’s safety, all participants should be directed to stay away from the side of the roadways and not disrupt the normal flow of traffic.
- ▶ Event organizers should contact the Police Department Watch Commander well in advance of the event to make any special requests not listed above. Watch Commander Lieutenants Brian Nix and/or Josh Maniss can be reached at (559) 782-7410.

Rich Standridge, Lieutenant
Porterville Police Department

Exhibit B



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



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

1 Name and home address of the applicant: Boys & Girls Club of the Sequoias (Strathmore)
1003 San Juan Ave, Exeter Ca. 93221

2 Address where amplification equipment is to be used: Porterville Veterans Park

3 Names and addresses of all persons who will use or operate the amplification equipment. _____
Jonathan Ertl, 19704 Road 222, Strathmore Ca. 93267

4 type of event for which amplification equipment will be used: 5k Fun Run

5 Dates and hours of operation of amplification equipment : 3/09/2019, 9:00am - 12:00pm

6 A general description of the sound amplifying equipment to be used. PA system to
thank sponsors and announce race winners.

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

Signature of Applicant

1/15/2019

Date

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

City of Porterville, Chief of Police/Designee

1-29-19

Date



BOYS&GI-01

CHARLENE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 500 N. Santa Fe Street Visalia, CA 93292	CONTACT NAME: Kelli Marks, CIC, AIS, AINS		
	PHONE (A/C, No, Ext): (559) 635-3553	FAX (A/C, No): (559) 750-5460	
	E-MAIL ADDRESS: kelli@bminc.com		
INSURED Boys & Girls Clubs of Tulare County, Inc. 1003 San Juan Avenue Exeter, CA 93221	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American Insurance Company		16691
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		PAC122975102	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Soc Serv Prof Liab						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Strathmore Fun Run to be held March 9, 2019 at Porterville Veterans Park.

Holder is named Additional Insured as respects General Liability per attached form CG 8970, subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville and Successor Agency to the Porterville
Redevelopment Agency
291 North Main Street
Porterville, CA 93257

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

AUTHORIZED REPRESENTATIVE

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:
 - a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
 - b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
 - c. the Additional Insureds financial control of you; or
 - d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. Exclusions under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

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 January 15, 2019, 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.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline

extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 80 residential units be included in the water connection project, to which the State was agreeable.

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

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

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

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the City Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff is currently working with County staff toward the transfer of the well's ownership from the County to the City.

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

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

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

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18,

2018, which commits up to \$2.81 million in funding until December 31, 2019. 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 approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019.

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

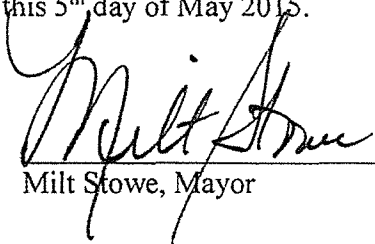
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

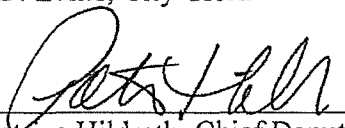
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

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

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

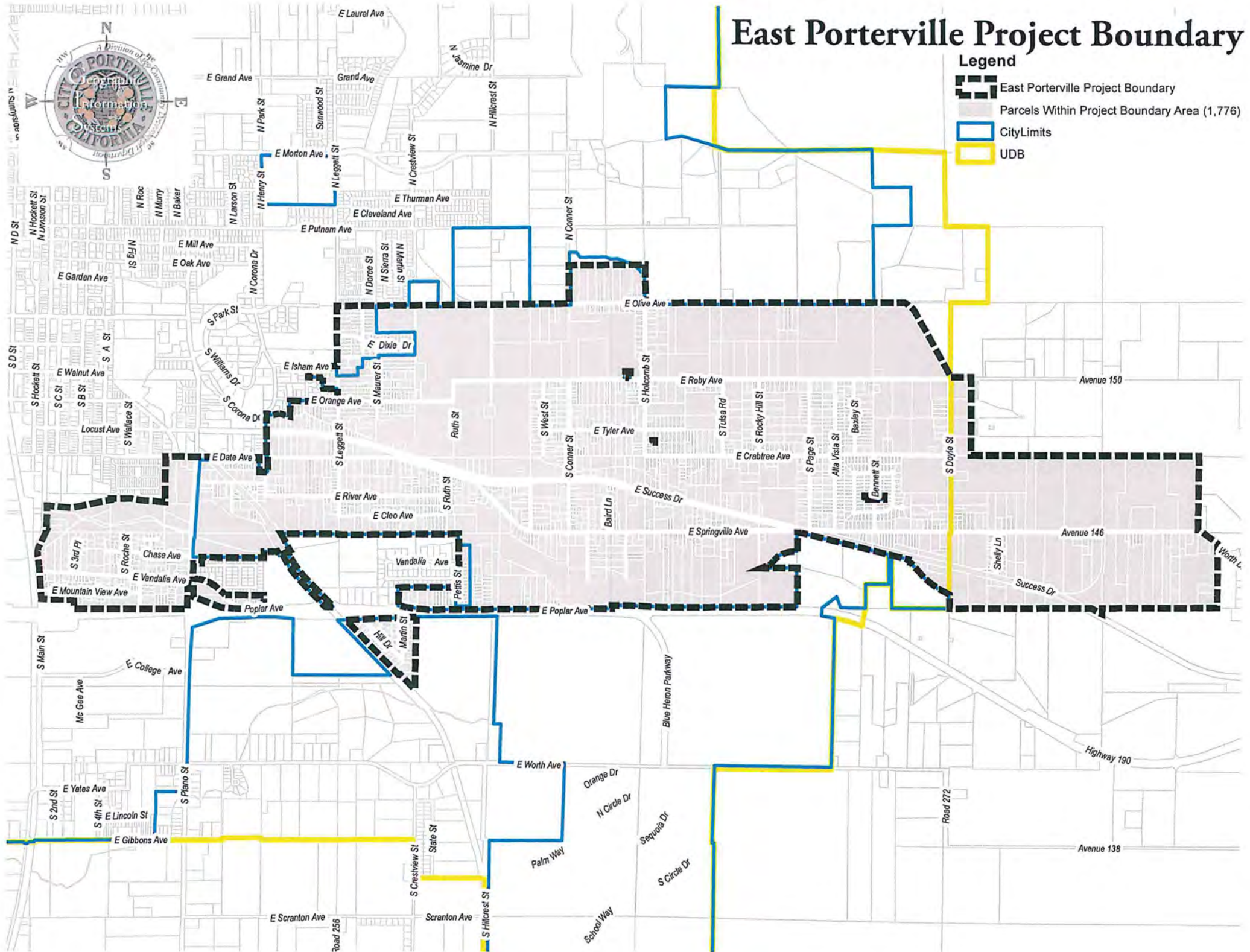


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

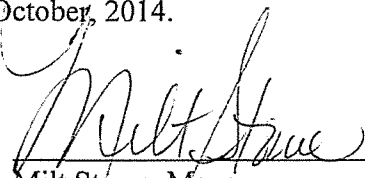
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

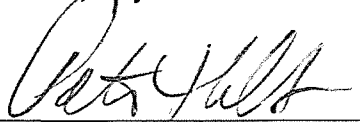
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

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



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

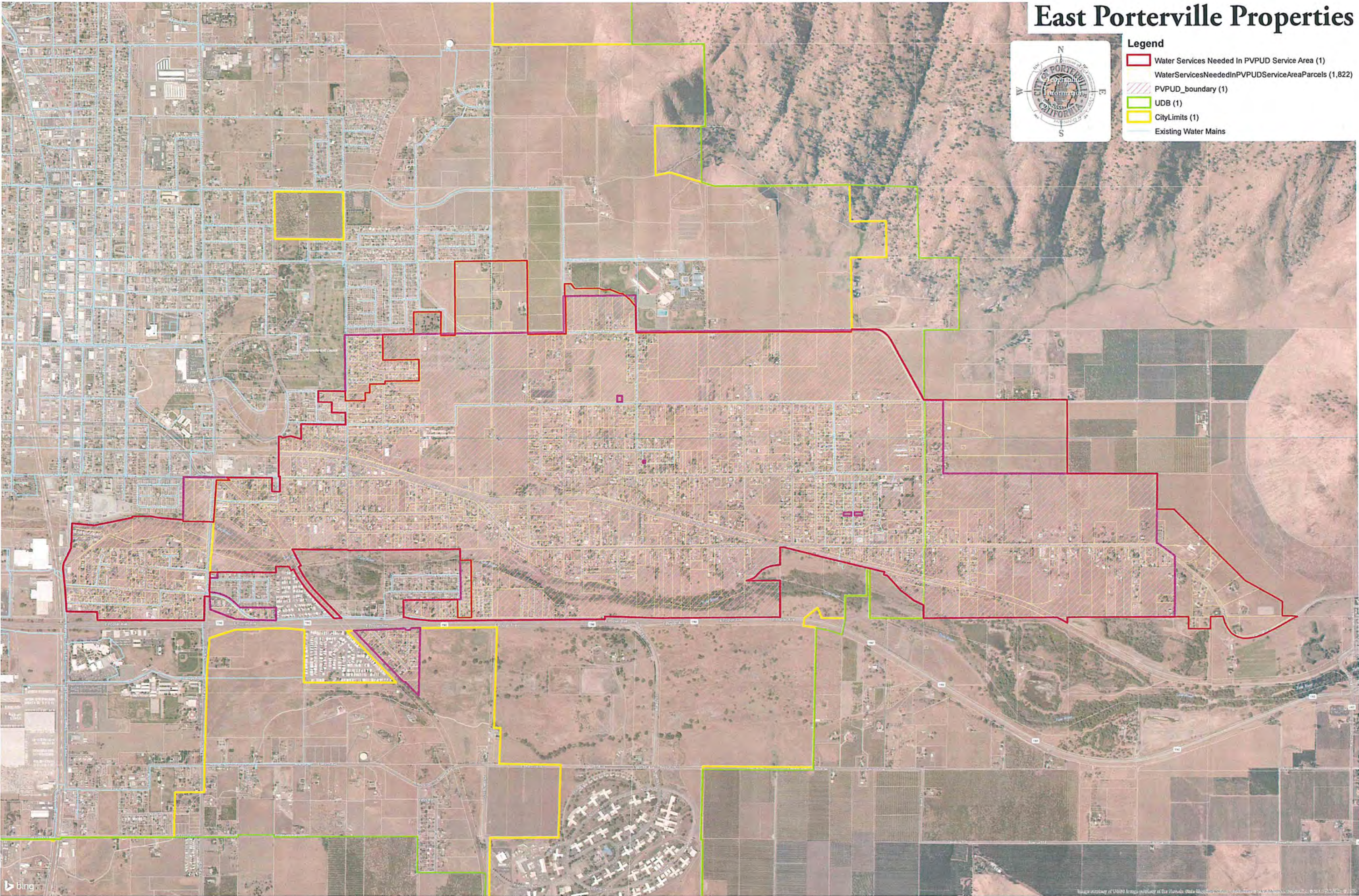
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk

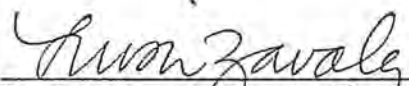

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

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

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

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

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

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

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

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

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



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

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

Dear Mr. Reed:

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

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

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

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

Sincerely,

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



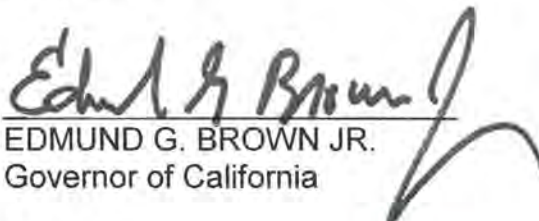
shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing 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 – FEBRUARY 5, 2019

SUBJECT: Conditional Use Permit for a Type 21 Off-Sale General License in Conjunction with Al's Mini Mart

SOURCE: Community Development

COMMENT: On November 21, 2018, the Project Review Committee met with representatives from Al's Mini Mart, located at 943 W. Westfield Street, to discuss a proposed upgrade to their alcohol license, from a Type 20 (beer and wine) to a Type 21 General off-sale general (beer, wine and distilled spirits) alcohol license (PRC 2018-054). This business is a legal non-conforming use of a gas station, convenience store, and batting cage; when the property was annexed in 2010, the business already included the sale of beer and wine in association with the convenience store. The proposed expansion of the type of alcohol sold requires a Conditional Use Permit with the City of Porterville. In addition to addressing the expansion of the alcohol related use, the proposed Conditional Use Permit would serve to legalize the existing use of four (4) fuel pumps on the same parcel, and the use of the batting cage as a recreational facility. The business hours of operation are seven days per week from 7:00 a.m. to 9:00 p.m. The hours during which alcoholic beverages may be sold shall be limited to hours of operation. Any amendments to business hours that would modify this condition will be subject to a modification of this permit.

The California Department of Alcoholic Beverage Control ("ABC") allows a specific number of licenses per census tract population. In Census Tract 37, where the project is located, five (5) off-sale and four (4) on-sale permits are allowed; additional permits may be allowed by ABC with local approval where the City determines that an increased number of licenses serve the public's convenience, or where there is necessity for a certain type of license. Census Tract 37 currently contains six (6) off-sale and ten (10) on-sale alcohol licenses (four – Type 20, two – Type 21, seven – Type 41, two – Type 47, and one – Type 51). Due to the over concentration of off-sale licenses, a Letter of Public Convenience or Necessity would be required. It is important to note that because the applicant already has an off-sale license, this would not result in an increase of licenses, but rather just a modification in the type of license assigned to this location.

Because this business has been operating consistently since 1988, the request to modify the type of alcohol sold from beer and wine to beer, wine, and distilled spirits is not anticipated to cause a negative impact on the surrounding community. The project is also conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare, and to prevent the

use from becoming a nuisance. The property is zoned CN (Neighborhood Commercial) with a corresponding General Plan Land Use designation of Neighborhood Commercial. The convenience store is a permitted use in the CN Zone District and alcohol sales may be permitted with approval of a Conditional Use Permit. A notice of public hearing was mailed to advise all property owners within 500 feet of the meeting and proposed action.

On January 28, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to the “General Rule” exemption §15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there are no physical components to the proposed action, no such potential exists.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving Conditional Use Permit (PRC 2018-054-C); and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity

ATTACHMENTS: 1. Locator Map

2. General Plan Land Use Diagram
3. Existing ABC Licenses
4. Draft Resolution
5. Letter of Public Convenience and Necessity

Appropriated/Funded:

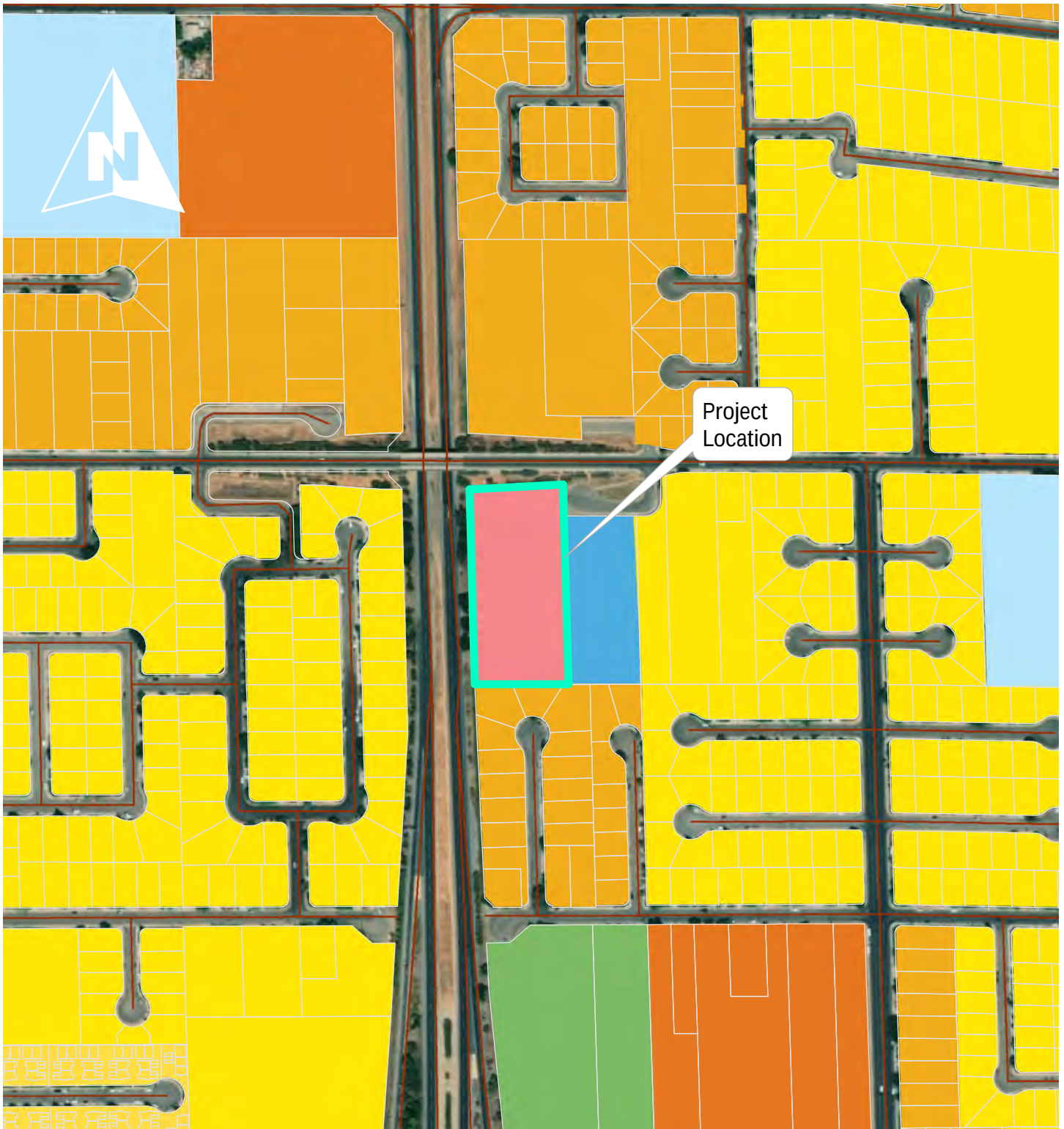
Review By:

Department Director:

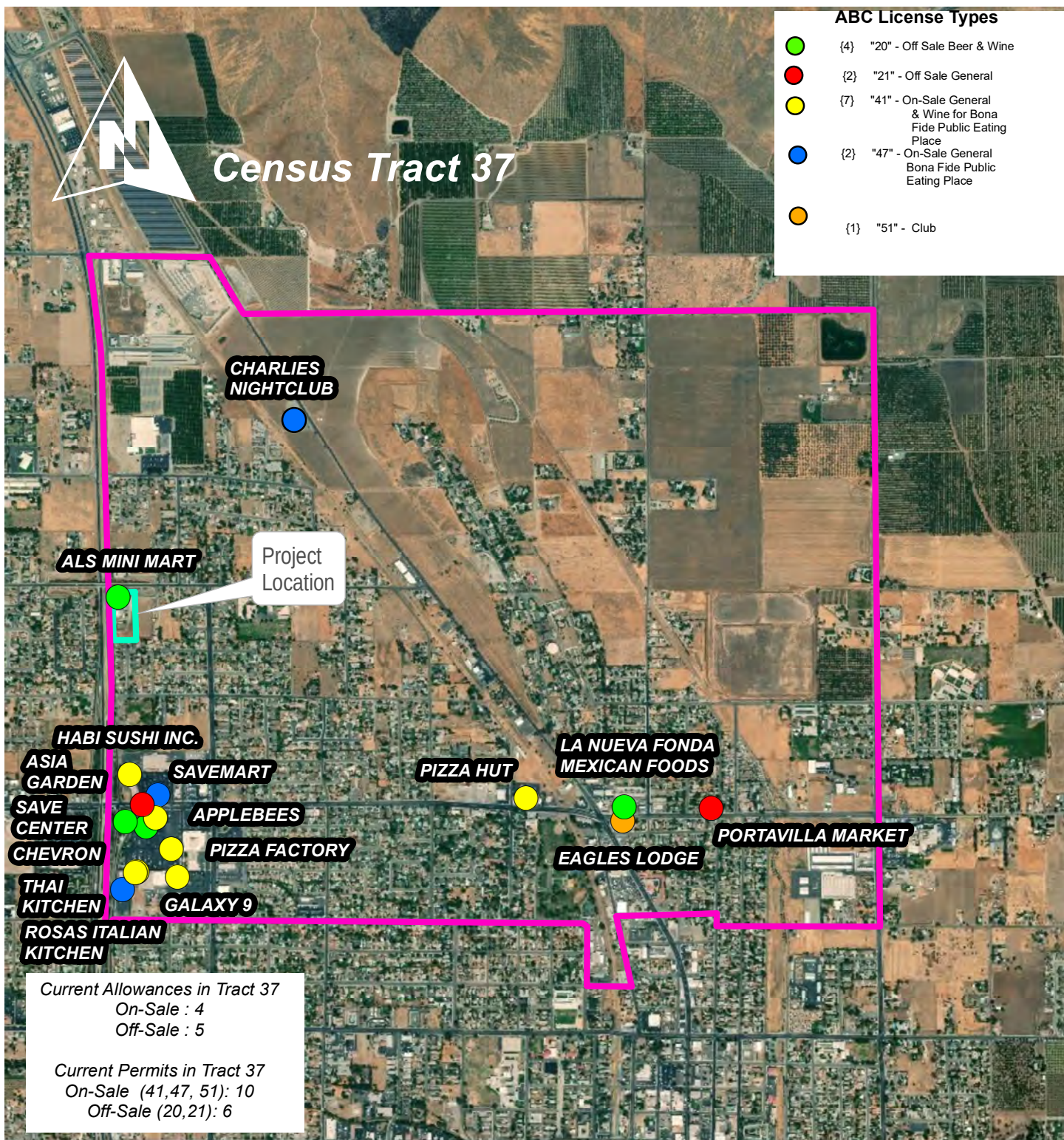
Final Approver: John Lollis, City Manager



PRC 2018-054
CUP for AI's Mini Mart
@ 943 W. Westfield Ave
Project Locator Map
1" = 200ft



PRC 2018-054
CUP for AI's Mini Mart
@ 943 W. Westfield Ave
General Plan Land Use Map
1" = 400 ft.



PRC 2018-054
CUP for AI's Mini Mart
@ 943 W. Westfield Ave
ABC Permit Map

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE
PERMIT (PRC 2018-054-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
21 OFF-SALE (BEER, WINE, AND DISTILLED SPIRITS) ALCOHOL LICENSE IN
ASSOCIATION WITH AN EXISTING CONVENIENCE STORE, AND TO LEGALLY
ESTABLISH PRE-EXISTING NON-CONFORMING USES AT AL'S MINI MART

WHEREAS: The subject site, 943 W. Westfield Street, includes three businesses, as shown in Exhibit A. The businesses include a convenience store, a four pump gas station, and a batting cage. This Conditional Use Permit allows for the sale of alcohol under a Type 21 (beer, wine, and distilled spirits) off-sale alcohol license in association with the convenience store. The Conditional Use Permit further serves to legalize an existing non-conformity associated with the fueling pumps, which are operated under the same business license as Al's Mini Mart. Fueling stations are not an allowed use in the Neighborhood Commercial zone district, and this use may not be expanded. Lastly, batting cages pre-date the annexation of the subject site. While commercial recreation is not a permitted use in the Neighborhood Commercial zone district, the structure has a very specific function, and could not readily be remodeled to accommodate a different use. In compliance with Zoning Administrator Determination 2012-003, the use of a non-conforming building for the same non-conforming use is allowed where the building has such unique functionality; and

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of February 5, 2019, conducted a public hearing to consider Conditional Use Permit (PRC 2018-054-C); and

WHEREAS: On January 28, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to the "General Rule" exemption §15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there are no physical components to the proposed action, no such potential exists; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for Neighborhood Commercial (CN). The CN designation is intended for small-scale commercial development that primarily provides office space and convenience retail for local neighborhoods. No new construction activities are proposed, and the existing business has operated at this location for decades. The existing development is consistent

with the purposes of this zoning district inasmuch as the complex includes a convenience store. While the business includes two other components that are inconsistent with the General Plan, those supplemental components qualify as legal non-conforming uses and could continue as permitted by the Code and this Permit. With the Conditional Use Permit, the sale of alcohol at the convenience store would be compliant with the Development Code.

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

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned that consumption of alcohol is not allowed on premises, in association with the Type 21 off-sale license. The sale of fuel and gasoline shall comply with all local, regional, state, and federal regulations that apply, including Section 301.05 of the Development Code.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment.
4. The California Department of Alcoholic Beverage Control (“ABC”) allows a specific number of licenses per census tract population. In Census Tract 37, where the project is located, five off-sale and four on-sale permits are allowed; additional permits may be allowed by ABC with local approval where the City determines that an increased number of licenses serve the public’s convenience, or where there is necessity for a certain type of license. Census Tract 37 currently contains six off-sale and ten on-sale alcohol licenses (four – Type 20, two – Type 21, seven – Type 41, two – Type 47, and one – Type 51). Due to the over concentration of off-sale licenses, a Letter of Public Convenience or Necessity would be required. It is important to note that because the applicant already has an off-sale license, this would not result in an increase of licenses, but rather just a modification in the type of license assigned to this location.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2018-054-C) subject to the following conditions:

1. No advertising of alcohol products shall be displayed and/or viewed from the outside of any of the buildings on site.
2. Any future change in operation which substantially alters the conditions or nature of the

subject business will require approval by the City Council. Further, any future violations of regulations of the codes relating to the sale of alcohol, and/or excessive service calls by the Police Department resulting from the sales of alcohol may result in revocation of the Conditional Use Permit.

3. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Zoning Ordinance, adopted Building Codes and all other applicable laws and ordinances.
4. The property owner shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
5. The hours of operation during which alcoholic beverages may be sold shall be limited to 7:00 a.m. - 9:00 p.m., and alcohol may only be sold at the convenience store. The gas station component is open 24 hours per day, seven days per week, though customers are limited to kiosk payment methods when the convenience store is closed. Any amendment to business hours that would modify this condition may be subject to a modification of this permit.
6. In the event the gas station is abandoned or is closed for business, this portion of the site must be dismantled as outlined in Section 301.05 of the Development Code.
7. Pursuant to Section 601.10(d) The City Council may revoke the permit if it makes any of the following findings:
 - a. That approval was obtained by means of fraud or misrepresentation of a material fact;
 - b. That the use in question has ceased to exist or has been suspended for one year or more;
 - c. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - d. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
8. The elements of the conditional use permit approving the alcohol sales will be subject to modification or revocation if either alcohol license is sanctioned by the State of California.
9. The entire site shall be permanently maintained free of accumulated dirt and litter and in an otherwise neat and attractive manner.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



PRC 2018-054
CUP for AI's Mini Mart
@ 943 W. Westfield Ave
Project Locator Map
1" = 200ft

February 6, 2019

California Department of Alcoholic Beverage Control
Fresno District Office
3640 East Ashlan Ave
Fresno, CA 93726
ATTN: Christine Weldon

RE: Al's Mini Mart, 943 W. Westfield Street, Porterville, CA

Dear Ms. Weldon:

The City Council of the City of Porterville has elected to approve submittal of this letter regarding the public convenience or necessity to be served through issuance of a Type 21 Off sale (beer, wine and distilled spirits) for a convenience store for Al's Mini Mart located at 943 W. Westfield Street.

Approval of this letter was based on the following:

1. Per Section 23958.4 of the "Business and Professions Code," the subject site is located within Census Tract 37 which allows five off-sale licenses and four on-sale licenses. At the present time, six off-sale and ten on-sale licenses currently exist in this tract. Due to the over concentration of off-sale licenses a Letter of Public Convenience or Necessity was required.
2. On February 5, 2019, the City Council conditionally approved Conditional Use Permit (PRC 2018-054-C), review attached resolution, to allow the off-sale beer, wine and distilled spirits for a convenience store at 943 W. Westfield Street. As a condition of approval, a Letter of Public Convenience or Necessity was required to be approved by the City Council.
3. In consideration of the above, the City Council determined that public convenience or necessity would be served by the issuance of a Type 21 Off-Sale (beer, wine and distilled spirits) alcohol license in conjunction with a convenience store.

Further issuance of an off-sale license allowing beer, wine and distilled spirits sales represents a viable economic asset to the community which will contribute tax revenues to the local economy. The site is consistent with the General Plan Land Use Designation of Neighborhood Commercial policies that promote space for office and convenience retail for local neighborhoods. The proposed Type 21 Off-Sale General, (beer, wine and distilled spirits) alcohol license for a

convenience store would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and promote existing businesses in Porterville. The convenience store is permitted in the CN (Neighborhood Commercial) land use designation and alcohol sales may be permitted with review and approval of a Conditional Use Permit.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 21 Off-Sale, (beer, wine and distilled spirits) license for Al's Mini Mart located at 943 W. Westfield Street, Porterville, CA.

Sincerely,

Martha A. Flores, Mayor

Attachment: Resolution



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Modification No. 1 to Conditional Use Permit 8-74 for the New Porterville Rescue Mission

SOURCE: Community Development

COMMENT: In May of 2018, the City of Porterville received a business license name change and renewal application for “The New Porterville Rescue Mission” at 30 South A Street. The description of the business was listed as “Shelter/Life Recovery Center,” which is different than the business license previously on file, which listed the description of the business as “Non-profit Exempt” and attached a letter of tax exempt status as a subordinate organization under the Association of Evangelical Gospel Assemblies. According to the applicant and clients of the facility, Christian ministry is still a component of the business.

The General Plan Land Use designation for the subject site is High Density Residential with zoning identified as DRM-3 (Downtown High Density Residential). Shelters are categorized within the Porterville Development Ordinance (“PDO”) as Social Service Facilities, which may be permitted within the DRM-3 zone district with a Conditional Use Permit, as well as compliance with the additional regulations of §301.19 Social Services Facilities.

The new activities listed on the business license are a change in use from the previously described business, so in compliance with the Development Ordinance, staff directed the applicant to submit for review by the Project Review Committee (PRC). At the Committee meeting of September 19, 2018, it was determined that the applicant could submit for Modification No. 1 to Conditional Use Permit No. 8-74 (Resolution 606) for the proposed shelter, but additional information was still required in order to confirm Building Occupancy per the California Building Code. Staff visited the facility to gain a better understanding of the current use and occupancy, and The New Porterville Rescue Mission submitted supplemental information including a floor plan and an Operation Plan. PRC met again on October 24, 2018, where the main discussion revolved around the change in occupancy classification from an A-3 Assembly (church) to a mixed use facility (A-3 Assembly/R-3 Residential (shelter)) where a portion of the structure is being proposed as living quarters. The mixed use facility is triggering a variety of building and fire code regulations that are necessary to be compliant with the California Building Code and Fire Code. A copy of the PRC letter, which outlines the issues presented, is attached to this report.

Social Service Facilities require one parking stall per every 200 square feet of

floor area. Based on the size of the existing structure, seven parking stalls are required. While it seems that space exists for the required spaces, the parking area striping has faded over time and specific stalls are no longer distinguishable. Staff will require, upon building permit submittal, that the parking areas be identified and stalls painted, with one stall being appropriately marked for accessible parking.

The applicant proposes the sale of goods and merchandise as a means of financial support, with the goods to be displayed and sold outdoors. Retail sales are not permitted in the residential zone; however, Section 301.21 of the PDO allows for temporary uses, including non-profit fundraising. Fund raising sales by a non-profit organization are limited to seven consecutive days, twelve times a year. On a related note, pursuant to §300.09 outdoor storage is not permitted within the DRM-3 zone. To accommodate the applicant's current business model to the greatest extent permitted by code, Staff has drafted a condition that allows outdoor fundraising sales for up to seven (7) consecutive days, twelve (12) times per year (in accordance with Section 301.21), coupled with another condition that the merchandise is properly stored on non-sale days (in compliance with Sections 300.09 and 301.12). Staff has notified the applicant that it is their responsibility to verify with the Board of Equalization whether or not a seller's permit would be required under non-profit fund raising.

The site plan provided by the applicant represents two (2) 8' x 20' cargo containers and two storage sheds, all within the required setbacks. None of these accessory structures are permitted according to City records. Section 301.01(b) allows for two (2) detached accessory structures on a site and Resolution 14-2014 allows, under certain conditions, cargo containers only in Commercial and Industrial zone districts. Staff recommends that the cargo containers be removed in accordance with Resolution 14-2014. Both of the storage sheds will be required to be relocated outside of the setbacks and would count towards the permitted two (2) accessory structures.

The property is uniquely situated between South A Street and the Rails to Trails recreational path; therefore, it is visible from two public rights of way. The minimum standards for social service facilities require that effective screening devices such as landscaping and masonry fences be provided to screen outdoor activity areas. The Operation Plan prepared by the applicant identified hours of operation and the manner in which the facility will operate, including 24-hour operations with office hours from 7 a.m. to 7 p.m. As with all properties within the city of Porterville, Section 306.08 requires that all sites and facilities be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times; this includes required parking areas. The Rescue Mission is currently inundated with those experiencing homelessness, and temporary conditions have been established on the property to include tents. Staff recommends that council approve the temporary use of tents on an annual basis during the winter months due to the increased need for readily accessible services during that time. In order to preserve the required parking spaces, and in compliance with §306.08, staff would suggest limiting usage of tents to the opposite of office hours, erecting tents after 7 p.m. and requiring removal before

7 a.m.

It should be noted that approval of the modification to CUP 8-74 provides conditions for the Land Use of the property and does not infer compliance with California Building and Fire codes. A building permit will be required for any necessary modifications.

RECOMMENDATION: That the City Council consider Modification No. 1 to Conditional Use Permit 8-74 and adopt the draft Resolution.

ATTACHMENTS:

1. Site Plan
2. Floor Plan
3. Operation Plan
4. Mission Statement
5. Planning Commission Resolution 606
6. PRC 2018-041 Letter
7. Referenced Porterville Development Ordinance Sections
8. Draft Resolution

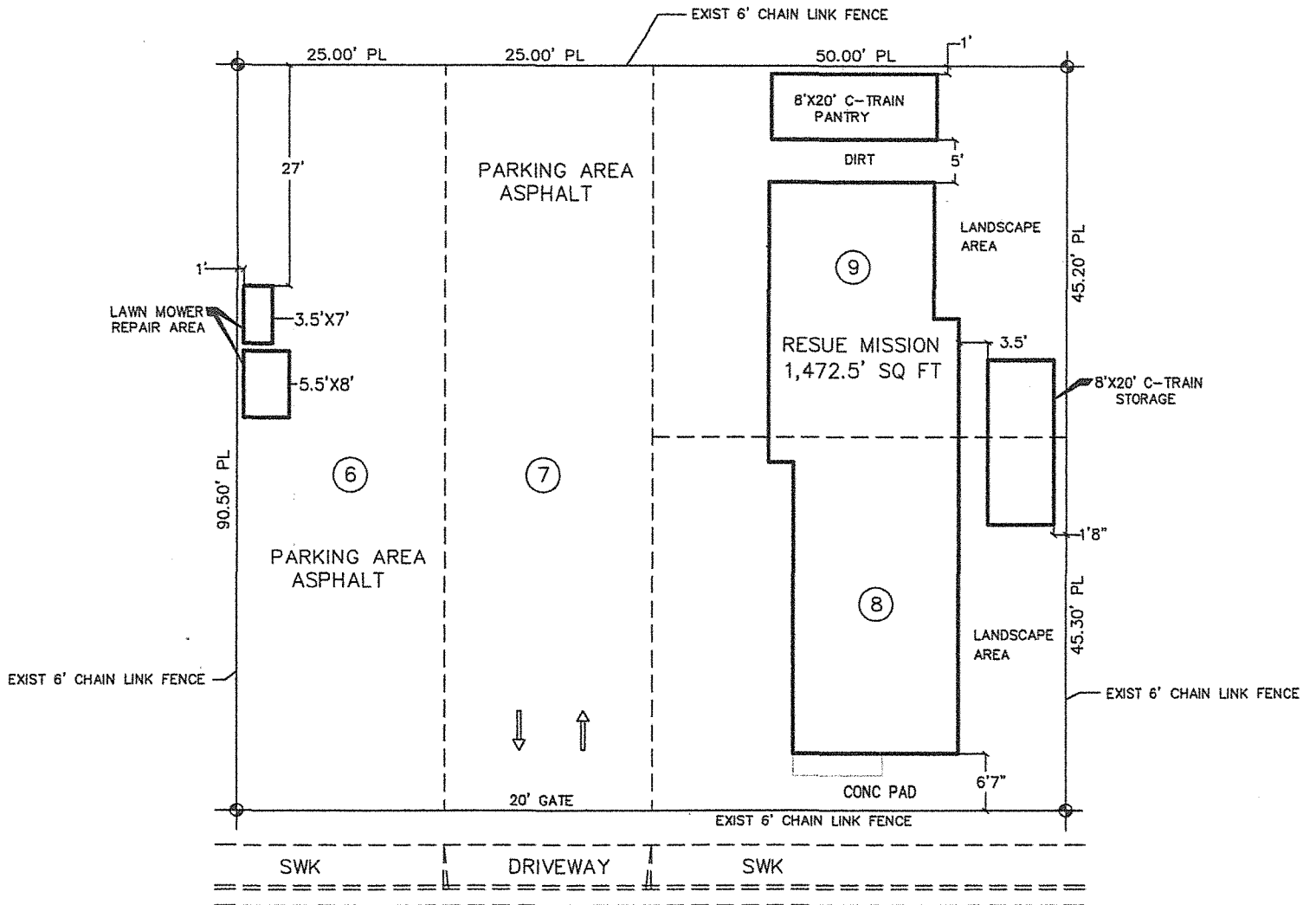
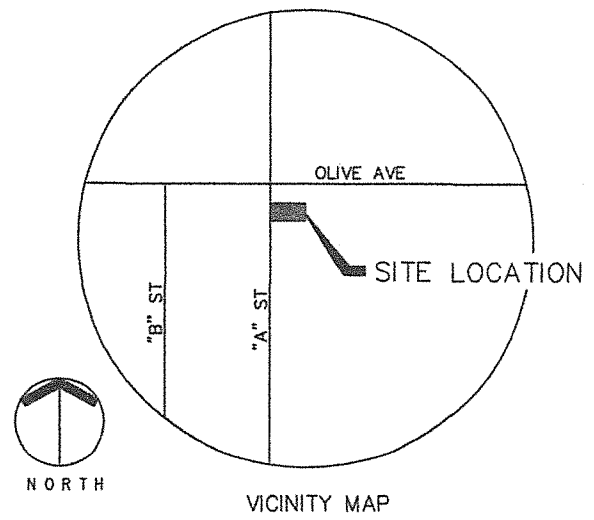
Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

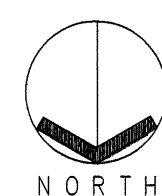
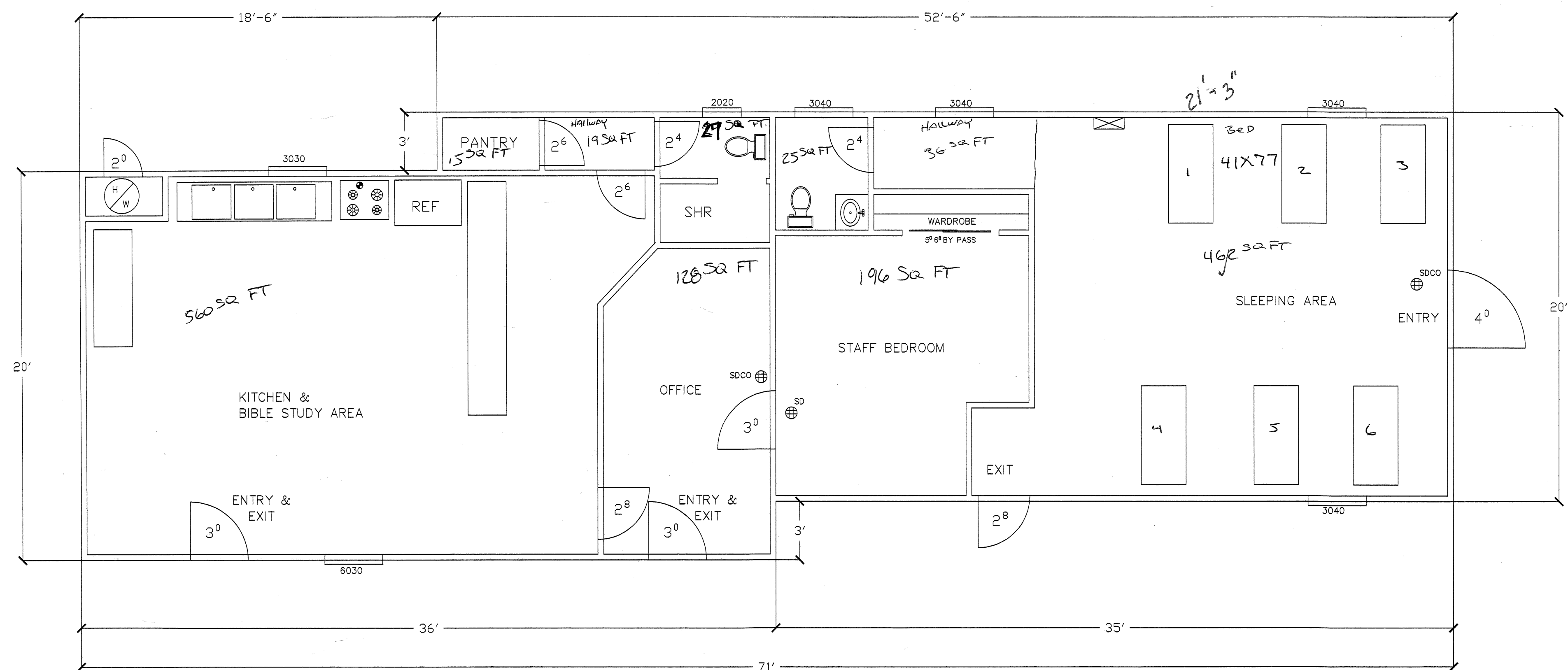
Final Approver: John Lollis, City Manager



SITE PLAN

SCALE : 1"=20'0".

THE RESCUE MISSION
 30 SO "A" ST
 PORTERVILLE CA, 93257
 APN. 261-125-06-07-08-09



FLOOR PLAN
SCALE: 1/4" = 1'-0"

1,472.5' SQ FT

NOTE:

CARBON MONOXIDE (C.O.) ALARM SHALL
BE INSTALLED OUTSIDE OF EACH
SEPARATE SLEEPING AREA

1 TICK = 0.408'

DRAFTING BY:
GEORGE SANCHEZ
681 W. SANDRA CIR.
PORTERVILLE CA
CELL# 559 361-4963

THE RESCUE MISSION
30 N 'A' STG
PORTERVILLE CA, 93257
APN. 261-125-06-07-08-09

SHEET
1
OF
1



Site and Operations Plan

10/12/2018

—The New Porterville Rescue Mission

30 S. A st.
Porterville Ca 93257

The primary role of this business is to provide temporary shelter or housing for families as well as individuals who currently are not in a position to lease or inherent their own residence.

1. Please see attachment PRM #1 for site and floor plans and detailed dimensions of building and spaces.
2. The specific uses for the shelter structure are as follows;
 - a. *edifice located at 30 S. A st., Porterville*
 1. Dining area/Multipurpose room, congregational interactive bible study and support groups. Accommodates special Events and Community Resource Presentations and Guest Speakers.
 2. The purposes and functions of Headquarters and main office include but are not limited to; Answering any or all questions regarding services provided, client intake, one on one sessions with staff, case management, recommendation and referrals. Answering inquiries regarding donations, meeting with local contributors, volunteers, Probation, Parole, PPD, and any social services or city officials.
 3. The Men's dormitory is also attached to the primary housing structure and currently holds 12 long term residential beds and 6 emergency shelter beds.

b. *edifice* located at 14 S. A St., Porterville

1. The allocated Womens home, both long term residential and emergency shelter facility currently holds 6 long term residential beds and 2 emergency shelter beds.
 2. Womens substance and domestic violence abuse support groups, NA/AA meetings women of faith Bible studies.
3. The shelter provides approximately 75-100 meals per day we accommodate special dietary needs, such as heart healthy diets, allergies, etc. to the community which we serve. Please see attachment PRM #2 for shelter feeding schedule and meals prepared.
 4. Our men's long term facility currently holds 18 total occupants. That includes our long term residential and emergency shelter beds. Our women's facility holds 8 total occupants. Which also includes long term residential and emergency shelter beds.
 5. For housing dormitory layout for the bed arrangements please see attachment PRM#1
 6. Our Long term residency program is a 6 month to 1 yr housing facility. Our emergency shelter provides emergency services for up to 72 hours.
 7. The Porterville Rescue Mission has taken a "Housing First" approach. We offer safety and protection from the hardships of homelessness. We believe that once the immediate burden of homelessness is lifted, it allows for participants to focus, and initiate a plan of action towards self sufficiency.
 - a. We welcome our community by providing 72 hours of emergency food and shelter services. The Porterville Rescue Mission also facilitates a 6 month to 1yr residency Program.
 - b. We offer meals to the homeless and needy but we welcome our entire community, please see attachment PRM#2 for a more details on the food services provided.
 - c. We offer showers to the public during regular business hours. Long term residential participants have access to onsite laundry facilities. We provide essential hygiene products, and participants are allotted laundry detergent
 - d. We provide onsite Resume building workshops, on the job training and employment plugs. For those participants that may not be eligible for

employment due to current circumstance we offer referrals to the qualifying organizations. Which may include but are not limited to; SSI Social security, Mental Health, Tulare works, Family crisis center

- e. . We continue our support towards the participants personal goals, by allocating individual case managers. It allows us to advocate and address the specific needs of each participant.
- f. We assist with transportation to and from scheduled legal/doctor/ and or personal appointments, AA/NA/ other meetings and court proceedings.

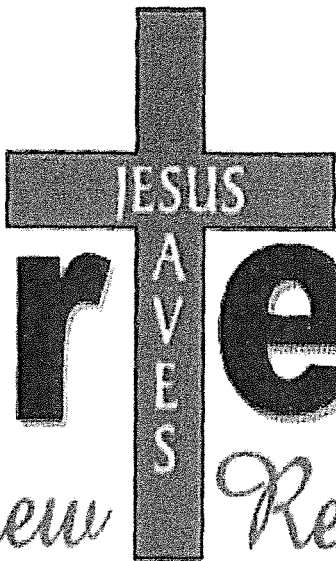
8. Hours of operation are as follows

- a. Office hours 7am-7pm
- b. 24 hour onsite staff
- c. 24 hour emergency telephone services
- d. 7pm to 7am overnight staff

9. Staffing needs are as follows;

- a. CEO/Director
- b. Human and community resource specialist
- c. Finance and accounting specialist
- d. Intake specialist
- e. Volunteer service coordinator
- f. Maintenance in house
- g. Grounds and lawn service maintenance/mechanic
- h. Case manager for mens facility
- i. Case manager for women's facility
- j. Lawn service lead
- k. Housing program manager for women's facility
- l. Housing program manager for mens facility
- m. Kitchen lead staff and meal planner
- n. Kitchen cook
- o. Kitchen assistant 1
- p. Kitchen assistant 2

¹ All Attachments will be hand delivered to City Hall, first thing Monday Morning.



Porterville

The New Rescue Mission
Life Recovery Center

P.O. Box 2041

Porterville, CA, 93257

Business office (559)782-6379

Email: rescuemission1957@gmail.com

Mission Statement

The Porterville Rescue Mission is 501(C)3 non-profit, faith based organization whose overriding purpose is to assist those affected by devastating hardships. We provide services to our homeless and the needy community while maintaining the constant direction and the guidance of biblical principles.

Core Values

- We believe that all services provided to those in need should be done so in love and with compassion.
- We believe that homelessness is a temporary condition that, when desired, can be overcome with the individual assessments, guidance and hard work.

Our Vision

The Porterville Rescue Mission strives to be a leader among the community that provides warm meals, a safe place and shelter. Our vision is to make a difference by seeking those who are in need of physical and spiritual nourishment. We encourage those we support to build relationships of love and service to others.

To fulfill this mission we:

- We provide emergency food and shelter to all of those in need.
- We implement daily interacting Bible study groups which are open to the public
- We give tangible help including gift-in-kind donations of food, clothing and shelter to those who are homeless or in jeopardy of becoming homeless.

- We proudly advocate for those residents who continue to make progress towards a self-sustaining future by providing support with family and/or legal issues.
- We offer transportation to and from any obligatory appointments or group events.
- We partner and refer our clients to offer emergency, transitional and permanent supportive housing.
- We assist our residents in obtaining all available State and Local entitlements such as Medical, Food stamps, Social Security, Disability etc.

Future Goals

Our ambition is driven the experience in making a personal difference in the lives of the people who seek the help from the mission. Im reaching our objective our goals are to acquire the funding and obtain the certification from the state of California and become a licensed Residential Treatment Program and have the financial support to expand our facilities and services to serve as many people as possible.

Sources of Income

Currently our sources of income include but are not limited;

- | | |
|------------------------------|---------|
| ● Private donations | \$8,000 |
| ● Local support | \$8,000 |
| ● Fundraising and activities | \$1,000 |

Monthly Expenditures

- | | |
|------------------------------------|---------|
| ● Rent | \$1,000 |
| ● Utilities | \$2,500 |
| ● Transportation | \$500 |
| ● Communications and cell phones | \$500 |
| ● Facility repairs and maintenance | \$1,000 |
| ● Food and related expenses | \$3,600 |
| ● Computer and office supplies | \$500 |
| ● Resident upkeep and Hygiene | \$1,000 |

Our Current Proposed Needs

It is essential to our organization that we meet the need of our homeless community. In order to do so we need your financial support to cover all operational short falls and our future expenditures.

- Salaries and Proposed wages \$30,000
- Amendments to dorm/Kitchen \$13,00
- Building Code improvements \$3,000
- Fencing for grounds \$3,500
- Building repairs \$10,000
- Safety and grounds security \$3,000
- Alcohol and Drug Program one time licensing fee of \$4,800
- Zoning and Special Permits \$1,500

RESOLUTION NO. 606

CONDITIONAL USE PERMIT NO. 8-74

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF A CONDITIONAL USE PERMIT APPLICATION TO CONSTRUCT A SOCIAL AND SUNDAY SCHOOL BUILDING AS AN ADDITION TO AN EXISTING CHURCH BUILDING AT 30 SOUTH "A" STREET IN THE CITY OF PORTERVILLE.

WHEREAS: The Porterville Planning Commission at their regularly scheduled meeting of June 10, 1974, held a public hearing to review a Conditional Use Permit Application to construct a social and Sunday School building adjacent to an existing church building at 30 South "A" Street, and

WHEREAS: The Planning Commission received testimony from all interested parties relative to the proposed addition, and

WHEREAS: It was noted by the Planning Commission that the church building and the proposed addition will exist on two 25 foot wide lots, which are under the applicant's ownership, and

WHEREAS: It was also noted that vehicular access to the subject property is across an adjacent lot which is not in the ownership of the applicant, and

WHEREAS: The Planning Commission determined that in order to provide the full measure of off-street parking for the use, a major portion of the adjacent property would be needed, and

WHEREAS: It was the opinion of the Planning Commission that purchase of the adjacent lot now being used for access is necessary in order to allow construction of the proposed building on the only property now available for off-street parking.

NOW, THEREFORE, BE IT RESOLVED: That the Porterville Planning Com-

mission does hereby approve Conditional Use Permit No. 8-74, subject to the following conditions:

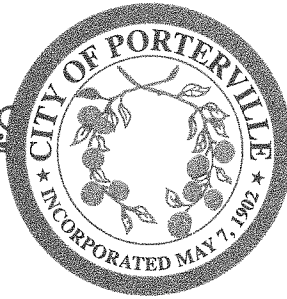
1. That prior to the issuance of a building permit, evidence be provided to the Planning Department that Lot No. 29 (per plot plan) has been acquired by the applicant.
2. That a dust and weed deterrent materials be applied to the soil along the entire north 45 feet of the subject property (this includes Lot No. 29) for a temporary off-street parking purpose.
3. That the existing 8' X 8' wood shed be removed from the subject property.
4. That a standard refuse area be provided, screened on three sides with solid walls of block or wood.

MOVED by Commissioner Rankin, seconded by Commissioner Roberts, and carried unanimously by roll call vote.

DATED: June 10, 1974

ATTEST:

Larry Durtsche
Larry Durtsche, Vice-Chairman
Porterville Planning Commission



**Community Development
Department**

December 18, 2018

Esther Ramirez
PO Box 2041
Porterville, CA 93258

RE: PRC 2018-041 The New Porterville Rescue Mission is requesting a modification to Conditional Use Permit (Resolution 606), to operate as a Social Service Facility, located at 298 N Main St in the DRM-3 (Downtown High Density Residential) Zone District

Next Level of Submittal: Submit application and fees to be scheduled for City Council consideration and comply with the required building permit submittals

Dear Whom It May Concern:

- [] The Project Review Committee, during the course of its regularly scheduled meeting of has determined that materials and data submitted for City review of the above-referenced project are complete as of this date and the procedural steps for consideration of those items shall commence as of _____.
- [X] This item has been deemed incomplete pursuant to California Government Code Section §65920. The Project Review Committee, during the course of its regularly scheduled meeting of **October 24, 2018** determined that additional materials, forms, fees and/or data submitted for City review of the above-referenced project are required. Please see attached.

cc: Parks and Leisure Services
Building Division
Police Department
Fire Department
File Copy

The Project Review Committee (PRC) has reviewed the proposed project. The item was originally scheduled for September 19, 2018; however, not enough information was provided. Once additional information was received, staff met with the applicant and the following topics and requirements were discussed at the Project Review Committee (PRC) Meeting on **October 24, 2018**.

The "The New Porterville Rescue Mission" is requesting a modification to an existing conditional use permit (Resolution 606) to modify the use of a Church and allow the facility to operate as a Social Service Facility, located at 30 South A St., in the DRM-3 (Downtown High Density Residential) zone district. Current Occupancy Classification for this address is "A-3" per action of the City of Porterville Building Official as part of City Council's action to approve Conditional Use Permit (Resolution 606) for the use of the existing structure as a religious assembly (church) at 30 S. A Street. As recently presented and described to staff during Project Review Committee meeting and subsequent written communication, the City of Porterville Building Official is officially changing the existing structure Occupancy Classification to a mixed use designation of A-3 & R-3, church and residential. California Building Code Table 508.4 (required separation of occupancy) requires a 1 hour separation wall between the A-3 and the R-3 portions of the structure with an approved fire suppression system throughout the structure or a 2 hour separation wall between A-3 and the R-3 portions of structure with an approved fire suppression system within the R-3 portion only. In review of the submitted floor plan, it appears the required separation or fire wall should be constructed between the office and staff bedroom. The staff bedroom would need an exterior door or an exterior window the meets egress code if case of an emergency. A building plan submittal and a permit is required prior to commencement of the herein described necessary building code structure improvements.

All comments are based upon staff's understanding of the project at the time of PRC. Any changes upon further submittals may result in additional comments not addressed in PRC. The project shall be required to comply with State Laws, the City of Porterville Development Ordinance (PDO), adopted Building Codes and all other applicable laws and ordinances.

Please note the additional following comments and conditions, and amend the submitted plans as noted below:

1. P.D.O. 301.19 Social Service Facilities
 - Social Service Facilities shall be located, developed and operated in compliance with the following Standards
 - i. Minimum Standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, where indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation. Evidence of compliance with all Building Fire Safety regulations and any other measures determined by the City Council to be necessary and appropriate

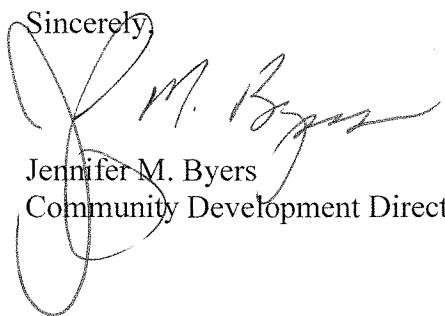
to ensure compatibility of the proposed use or uses with the surrounding area shall be provided with permit application.

2. Fees. The project is subject to the following fees. A check payable to the City of Porterville (unless otherwise noted), must be received prior to publication of the notice for public hearing and consideration by the City Council.
 - Modification to Conditional Use Permit Fee: \$150.00
 - Environmental Fee (Notice of Exemption): \$79.00
 - County Filing Fee: \$58.00 (Make check payable to Tulare County Clerk)
 - Noticing map and labels- 500' radius from property: \$26.50. Please note this is an optional fee for the City to provide the required map and mailing labels.
3. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business, will require approval by the City Council.
4. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the activity is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
5. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
6. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - That approval was obtained by means of fraud or misrepresentation of a material fact;
 - That the use in question has ceased to exist or has been suspended for one year or more;
 - That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
7. Pursuant to PDO 300.09 Outdoor Storage is not permitted within the DRM-3 zone (all storage shall be within an enclosed building). Additionally it was noted upon preparation of the meeting that sea-trains were located on the property. In accordance with the

Porterville Municipal Code and specifically Resolution 14-2014, the City of Porterville does not allow use of sea-trains in residential zone districts

8. The applicant has proposed the sales of goods and merchandise in what would be described as a yard sale as a means to financially support the Rescue Mission. Retail sales are not permitted in the DRM-3 zone. Below are the requirements for yard sales and non-profit fundraising.
 - Per PDO section 301.09(p) up to four yard sales (three consecutive days each) may be permitted per year, but must obtain a seller's permit through the State Board of Equalization.
 - Section 301.21 allows for temporary uses to include non-profit fund raising. Fund raising sales by a non-profit organization are limited to seven consecutive days twelve times a year. It would be the applicant's responsibility to verify whether or not a seller's permit would be required under non-profit fund raising.
9. A UL 300 wet chemical extinguishing system is required when grease latent vapors are created.
10. Smoke alarms are required (interconnected).
11. Emergency lighting is required.
12. A back-flow device is required on the water meter. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

Sincerely,



Jennifer M. Byers
Community Development Director

Referenced Sections from the Porterville Development Ordinance

301.19 Social Service Facilities

Social Service Facilities shall be located, developed, and operated in compliance with the following standards:

- (a) **Location.** Social Service Facilities are not allowed on Main Street.
- (b) **Minimum Standards.** All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation. Evidence of compliance with all Building and Fire Safety regulations and any other measures determined by the City Council to be necessary and appropriate to ensure compatibility of the proposed use or uses with the surrounding area shall be provided with permit applications.

301.21 Temporary Uses

A Temporary Use is intended to operate only for a limited period of time. Unless otherwise specified, temporary uses shall require a permit in accordance with Chapter 605, Temporary Use Permits. Temporary uses shall be located, developed, and operated in compliance with the standards of this section.

- (b) **Garage Sales.** A garage or yard sale may be permitted on any developed lot in an R district, in accordance with Section 18-8.2 of the Municipal Code and the following standards.
 - (1) Garage sales are limited to no more than three (3) consecutive days in any six (6) month period.
 - (2) All merchandise to be sold shall be displayed on a private lot and not within the public right-of-way.
 - (3) One sign not exceeding two feet by two feet in size may be posted on the property where the sale is being held during the duration of the sale only. No signs regarding such sale shall be posted on any property other than where the sale is held.
- (d) **Temporary and Seasonal Outdoor Sales.** Temporary and Seasonal Outdoor Sales may be permitted in accordance with the following standards:
 - (3) **Non-Profit Fund Raising.** Fund raising sales by a non-profit organization are limited to seven (7) consecutive days twelve (12) times a year.

300.09 Outdoor Storage

Outdoor storage of goods, materials, machines, equipment, and vehicles or parts outside of a building for more than seventy-two (72) hours shall conform to the standards of this section. The regulations of this section do not apply to temporary storage of construction materials reasonably required for construction work on the premises pursuant to a valid building permit.

- (a) **Permitted Locations.** Table 300.09 states the districts where outdoor storage is permitted and prohibited.

TABLE 300.09: OUTDOOR STORAGE REGULATIONS BY DISTRICT AND LOCATION	
<i>Base District</i>	<i>Permissibility of Outdoor Storage</i>
Agricultural/Rural/Conservation Districts	Permitted if associated with a permitted agricultural use.
Residential, Downtown, CN, CMX, PK and REC Districts	Not permitted. (All storage shall be within an enclosed building).
CR, CG, PO, IP, IA, and PS Districts	Not permitted in front or street-facing side yards. Permitted in interior side and rear yards, or outside of required yards, subject to the standards of this section.
IG	Permitted anywhere on a lot, subject to the standards of this section.

306.08 Maintenance

Sites and facilities shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times.

- (a) **Walls.** Walls shall be maintained in good repair, including painting, if required, and shall be kept free of graffiti, litter, or advertising. Where hedges are used as screening, trimming or pruning shall be employed as necessary to maintain the maximum allowed height.
- (b) **Signs.** Every sign displayed within the city, including exempt signs, shall be maintained in good physical condition. All defective or broken parts shall be replaced. Exposed surfaces shall be kept clean, in good repair, free from graffiti, and painted where paint is required. The Zoning Administrator may order the repair or removal of any sign determined by the City to be unsafe, defective, damaged, or substantially deteriorated.
- (c) **Landscaping.** All planting and other landscape elements shall be permanently maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning, fertilizing, and regular watering. Wherever necessary, plantings shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements.
- (d) **Trees.** Trees shall be maintained by property owners to be free from physical damage or injury arising from lack of water, chemical damage, accidents, vandalism, insects and disease. Any tree showing significant damage shall be replaced with another tree.
- (e) **Parking Lots.** Parking lots, including landscaped areas, driveways, and loading areas, shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times.

301.12 Outdoor Retail Sales/Display

- (a) **Outdoor Retail Sales/Display.** Outdoor display of merchandise is allowed in association with an approved permanent use on the site, subject to Zoning Administrator approval. Outdoor retail sales and display shall be located and operated in compliance with the following standards:
- (1) Displayed merchandise shall occupy a specifically approved and defined location that does not disrupt the normal function of the site or its circulation. Displayed merchandise shall be located outside of any fire lane or fire access way and shall not obstruct sight distances or otherwise create hazards for vehicle or pedestrian traffic. Displayed merchandise shall not encroach upon driveways, landscaped areas, private walkways or required parking spaces.
 - (2) Merchandise shall be located entirely on private property outside of required setbacks except in Downtown Districts, where outdoor display is allowed on the sidewalk directly adjacent to property if a pedestrian walkway of at least six (6) feet is constantly maintained.
 - (3) Display of merchandise shall not obstruct sight distances or otherwise create hazards for vehicle or pedestrian traffic.
 - (4) The Zoning Administrator may require landscaping, screening, paving or other site improvements including the removal of obsolete or abandoned facilities on nonconforming sites.

300.01 Accessory Uses and Structures

- (b) **Residential Accessory Structures.** Residential accessory structures include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, workshops, detached covered decks (i.e. a patio structure), detached uncovered decks and patios two and one-half (2.5) feet in height or greater, and similar structures. Uncovered decks under two and one-half (2.5) feet in height, and fences are not subject to the regulations in this section. Additional regulations for residential second units are located in Section 301.16, Second Dwelling Units.
- (1) **Attached Structures.** An attached structure is not, by definition, an accessory structure. A structure shall be considered attached to a main structure if it is architecturally compatible with and made structurally a part of the main structure, including sharing a common wall or roof-line with the main structure. A structure attached with a breezeway connecting a door of the residence to a door of the detached structure, with a roof that is a minimum of eight (8) feet in width and fifteen (15) feet in length, will be considered a part of the main structure for purposes of this Ordinance. An attached structure shall comply with all requirements of this Ordinance applicable to the main structure, including, but not limited to setback requirements and height limits.
 - (2) **Number of Structures.** The number of detached accessory structures shall be limited to two (2) unless approved by the Zoning Administrator.
 - (3) **Size.** The floor area of detached accessory structures shall not exceed a cumulative floor area of one thousand two-hundred (1,200) square feet unless approved by the Zoning Administrator. In reviewing a request for additional size, the Zoning

Administrator may consider neighborhood compatibility, overall lot coverage, relationship of the accessory structure to the main structure and use, and any circumstances unique to the neighborhood. In no case shall the accessory building exceed the ground floor area of the main building and in no case shall the maximum lot coverage allowed by the development standards be exceeded.

- (4) **Height.** The maximum height shall not exceed eighteen (18) feet. The Zoning Administrator may consider buildings exceeding eighteen (18) feet in height that are stepped back one (1) foot from the required side and rear setback lines for every foot of height above eighteen (18) feet up to twenty-four (24) feet.
- (5) **Building Separation.** Detached accessory structures requiring a building permit, with the exception of shade structures, shall be separated from any main building by a minimum of six (6) feet.
- (6) **Setbacks.** When located in the rear one-third of a lot, detached accessory buildings shall not be located closer than four (4) feet to any rear property line. In instances where the rear property line is coterminous with an alley right-of-way, the accessory building shall not be closer than one (1) foot to such rear property line. Detached accessory buildings shall meet all other setback requirements of the main building.

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF MODIFICATION NO. 1
TO CONDITIONAL USE PERMIT 8-74 (PRC 2018-041-C) TO ALLOW FOR SOCIAL
SERVICES FACILITY FOR THE NEW PORTERVILLE RESCUE MISSION

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of February 5, 2019, conducted a public hearing to consider Modification No. 1 to Conditional Use Permit 8-74 (PRC 2018-041-C) to allow for a Social Services Facility for the New Porterville Rescue Mission located at 30 S. A Street; and

WHEREAS: On January 23, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted:

The proposed project is consistent with the Housing Element's goal to provide a variety of housing types. Further, the subject site is consistent with the Zoning Standards for DRM-3 (Downtown High Density Residential) zone and the General Plan Land Use Designation of High Density Residential. The General Plan promotes a mix of residential neighborhoods to provide for a mix of housing types to serve the needs of all Porterville Residents. Additionally, it supports community facilities that are appropriate for a residential environment, including residential care and alcoholism or drug abuse recovery or treatment facilities.

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

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned so that proposed activities have been evaluated and conditions associated with them be mitigated.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that any condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Modification #1 to Conditional Use Permit 8-74 (PRC 2018-041-C) subject to the following conditions:

1. Social Service Facilities shall be located, developed and operated in compliance with the following minimum standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation. Evidence of compliance with all Building Fire Safety regulations and any other measures determined by the City Council to be necessary and appropriate to ensure compatibility of the proposed use or uses with the surrounding area shall be provided with permit application.
2. Upon approval of Modification No. 1, any future change in operation which substantially alters the conditions or nature of the subject business as identified in the Operations Plan (Exhibit A), will require approval by the City Council.
3. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the activity is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
4. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
5. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - a. That approval was obtained by means of fraud or misrepresentation of a material fact;
 - b. That the use in question has ceased to exist or has been suspended for one year or more;
 - c. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - d. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.

6. Pursuant to PDO 300.09 Outdoor Storage is not permitted within the DRM-3 zone (all storage shall be within an enclosed building). Additionally, Resolution 14-2014 does not allow the use of cargo containers in residential zone districts. The two cargo containers present on site must be removed. Both of the existing storage sheds will be required to be relocated outside of the setbacks and would count towards the permitted two accessory structures.
7. The applicant proposes the sale of goods and merchandise as a means of financial support. Retail sales are not permitted in the DRM-3 zone. Section 301.21 allows for temporary uses to include non-profit fund raising. Fund raising sales by a non-profit organization are limited to seven consecutive days, twelve times a year. Merchandise must be stored appropriately on non-sale days. Outdoor Retail Sales must be done in accordance with Section 301.12 of the Porterville Development ordinance.
8. The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of tents be opposite of office hours, erecting tents after 7 p.m. and removing them before 7 a.m.
9. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building and Fire Codes and all other applicable laws and ordinances.
10. The entire site shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times and in an otherwise neat and attractive manner.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



Site and Operations Plan

10/12/2018

—The New Porterville Rescue Mission

30 S. A st.
Porterville Ca 93257

The primary role of this business is to provide temporary shelter or housing for families as well as individuals who currently are not in a position to lease or inherent their own residence.

1. Please see attachment PRM #1 for site and floor plans and detailed dimensions of building and spaces.
2. The specific uses for the shelter structure are as follows;
 - a. *edifice located at 30 S. A st., Porterville*
 1. Dining area/Multipurpose room, congregational interactive bible study and support groups. Accommodates special Events and Community Resource Presentations and Guest Speakers.
 2. The purposes and functions of Headquarters and main office include but are not limited to; Answering any or all questions regarding services provided, client intake, one on one sessions with staff, case management, recommendation and referrals. Answering inquiries regarding donations, meeting with local contributors, volunteers, Probation, Parole, PPD, and any social services or city officials.
 3. The Men's dormitory is also attached to the primary housing structure and currently holds 12 long term residential beds and 6 emergency shelter beds.

b. *edifice* located at 14 S. A St., Porterville

1. The allocated Womens home, both long term residential and emergency shelter facility currently holds 6 long term residential beds and 2 emergency shelter beds.
 2. Womens substance and domestic violence abuse support groups, NA/AA meetings women of faith Bible studies.
3. The shelter provides approximately 75-100 meals per day we accommodate special dietary needs, such as heart healthy diets, allergies, etc. to the community which we serve. Please see attachment PRM #2 for shelter feeding schedule and meals prepared.
 4. Our men's long term facility currently holds 18 total occupants. That includes our long term residential and emergency shelter beds. Our women's facility holds 8 total occupants. Which also includes long term residential and emergency shelter beds.
 5. For housing dormitory layout for the bed arrangements please see attachment PRM#1
 6. Our Long term residency program is a 6 month to 1 yr housing facility. Our emergency shelter provides emergency services for up to 72 hours.
 7. The Porterville Rescue Mission has taken a "Housing First" approach. We offer safety and protection from the hardships of homelessness. We believe that once the immediate burden of homelessness is lifted, it allows for participants to focus, and initiate a plan of action towards self sufficiency.
 - a. We welcome our community by providing 72 hours of emergency food and shelter services. The Porterville Rescue Mission also facilitates a 6 month to 1yr residency Program.
 - b. We offer meals to the homeless and needy but we welcome our entire community, please see attachment PRM#2 for a more details on the food services provided.
 - c. We offer showers to the public during regular business hours. Long term residential participants have access to onsite laundry facilities. We provide essential hygiene products, and participants are allotted laundry detergent
 - d. We provide onsite Resume building workshops, on the job training and employment plugs. For those participants that may not be eligible for

employment due to current circumstance we offer referrals to the qualifying organizations. Which may include but are not limited to; SSI Social security, Mental Health, Tulare works, Family crisis center

- e. . We continue our support towards the participants personal goals, by allocating individual case managers. It allows us to advocate and address the specific needs of each participant.
- f. We assist with transportation to and from scheduled legal/doctor/ and or personal appointments, AA/NA/ other meetings and court proceedings.

8. Hours of operation are as follows

- a. Office hours 7am-7pm
- b. 24 hour onsite staff
- c. 24 hour emergency telephone services
- d. 7pm to 7am overnight staff

9. Staffing needs are as follows;

- a. CEO/Director
- b. Human and community resource specialist
- c. Finance and accounting specialist
- d. Intake specialist
- e. Volunteer service coordinator
- f. Maintenance in house
- g. Grounds and lawn service maintenance/mechanic
- h. Case manager for mens facility
- i. Case manager for women's facility
- j. Lawn service lead
- k. Housing program manager for women's facility
- l. Housing program manager for mens facility
- m. Kitchen lead staff and meal planner
- n. Kitchen cook
- o. Kitchen assistant 1
- p. Kitchen assistant 2

¹ All Attachments will be hand delivered to City Hall, first thing Monday Morning.



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Rentable Park Area Fees

SOURCE: Parks and Leisure Services

COMMENT: The public has the opportunity to reserve a park table and/or covered pavilion up to one year in advance for a fee. Prior to increasing the park rental fee \$1 to \$34 in conjunction with most Parks and Leisure fees being increased \$1 to cover implementation of a new recreation software and the accompanying processing fee, the park rental fee has not been increased in over 15 years. The current reservation fee is the same without regard to the size of the area, or whether it be for an uncovered table or a covered pavilion.

Staff feels that due to the different amenities and sizes of rentable areas, along with the length of time the current fee has been in place, fees should be evaluated to see if an adjustment is appropriate. Some of the ways in which cities have their park fee structure set include:

A daily rate (what is currently used in Porterville)

An hourly rate

Non-profit, profit and commercial rates

A base fee (daily or hourly) with additional fees dependent on amenities at the reserved location

Park premium fees

Below are a few examples of park fees from other cities in the valley:

Hanford: \$30/day (proposing \$45/day resident, \$60/day non-resident)

Kerman: \$45/day

Lemoore: \$40/4 hours, \$60/day

Reedley: \$19.25/hour

Tulare: \$50-\$95/day

Visalia: \$27-\$207/day (amenity based)

The Parks and Leisure Services Commission has evaluated the current fee and has recommended \$35/day for all uncovered rentable picnic areas and \$45/day for all covered pavilions. Staff is in agreement with the Commission's recommendation, and is presenting it to the Council for its consideration.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing to solicit comment on the proposed rentable park area fees; and

2. Consider adoption of the draft Resolution approving the new rentable park area fees of \$35/day for all uncovered rentable picnic areas and \$45/day for all covered pavilions.

ATTACHMENTS:

1. Rentable Space Example Photos
2. Rentable Park Spaces
3. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

Rentable Park Space Examples



CITY PARKS RENTABLE SPACES							
	Seated	Electrical					
Location	Capacity	Outlet	BBQ Pit				
Centennial Pavilion	0	Yes	No				
Fallen Heroes Pavilion 1	26	Yes	Yes				
Fallen Heroes Pavilion 2	26	Yes	Yes				
Murry Park Pavilion 1	48	Yes	Yes				
Murry Park Pavilion 2	32	Yes	Yes				
Murry Park Pavilion 3	36	Yes	Yes				
Murry Park Pavilion 4	28	No	Yes				
Murry Park Area 5	16	No	Yes				
Murry Park Area 6	16	No	Yes				
Murry Park Area 7	24	No	Yes				
Murry Park Area 8	24	No	Yes				
Murry Park Area 9	24	No	Yes				
Pool Pavilion	36	No	Yes				
Veterans Park Pavilion 1	60	Yes	Yes				
Veterans Park Pavilion 2	36	Yes	Yes				
Veterans Park Pavilion 3	55	Yes	Yes				
Veterans Park Area 4	12	No	No				
Zalud Park Pavilion 1	48	Yes	Yes				
Zalud Park Area 2	18	No	Yes				
Zalud Park Area 3	14	No	Yes				
Zalud Park Area 4	14	No	Yes				
Zalud Park Area 5	16	No	Yes				
Zalud Park Pavilion 6	28	Yes	Yes				
Pavilions are covered tables.							

RESOLUTION NO. -2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING
FEES AND CHARGES FOR RENTABLE PARK AREAS

BE IT HEREBY RESOLVED by the City Council of the City of Porterville that
the following fees and charges are hereby adopted to become effective March 1, 2019, and that
such fees replace all previous fees and charges for rentable park areas.

Rentable Park Area Fees:

Uncovered park tables	\$35.00 per day
Covered pavilions	\$45.00 per day

Adopted this 5th day of February, 2019.

Martha A. Flores, Mayor

Attest:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Consideration of Homeless Emergency Aid Program Funding Opportunities for Warming Center

SOURCE: Community Development

COMMENT: On December 13, 2018, the Kings/Tulare Homeless Alliance (KTHA) released a request for Letters of Intent (LOI) for the operation of warming centers to operate January 2019 through April 2019. The request for LOI's was in response to KTHA receiving Homeless Emergency Aid Program (HEAP) funding from the State of California Business, Consumer Services and Housing Agency. KTHA received \$2,635,249 in HEAP funding for Kings and Tulare Counties. Porterville's estimated HEAP allocation is \$506,718.40. The request for LOI's made \$30,000 available out of each of the Porterville, Visalia, Tulare and Hanford's estimated HEAP allocation to existing 501(c)3 nonprofit agencies, faith based agencies or governmental entities. The request outlined that the funds not expended for the warming center operation would be redistributed back to each jurisdictions HEAP funding pool to be distributed through a Notice of Fund Available (NOFA) to be issued in early 2019.

City staff forwarded the request for LOI's to several non-profit and faith-based agencies that generally met the eligibility criteria. Staff did not receive communication from any of those contacted indicating that their agency would be applying for the funds to operate a warming center. A LOI was submitted by the City of Porterville, as a contingency plan in the case that no other agencies applied for the funding, with the intent to give local non-profit agencies priority in applying for the funding. The City's LOI submitted was for the operation of a warming center to be located at 287 N. Hockett Street, noting that the LOI and policies included were in draft form as they would need to be approved by City Council prior to accepting an award of funding.

On January 23, 2019, the KTHA informed City Staff that the Rating and Ranking Committee reviewed the City's LOI and denied the funding request. KTHA outlined reasons for the denial with the key reason being that the application stated that the City Council reserved the right to modify the application or plan as deemed necessary. Due to the fact that staff anticipated a separate agency applying for the funds, staff had included the draft language as the City Council had not approved the warming center LOI or the standard operating policies and procedures. Nor had Council reviewed the proposed budget, which exceeded the grant amount of \$30,000.

Staff is bringing before Council the draft proposal for the Porterville Warming Center (PWC) to be located in the City-owned building at 287 N. Hockett Street. If Council approved, and then were to receive subsequent approval and funding by KTHA, staff proposes the warming center to open within two weeks

of accepting funding. This would more than likely be the week of March 4th. The warming center could run through the end of March or April, whichever City Council deems to be most appropriate. The draft operating policies and procedures (attached) outline the warming center operating from 8:00 p.m. to 6:00 a.m. with lights out at 10:00 p.m. The draft operating policies and procedures outline operational policies including: weapons policy, drug and alcohol policy, capacity, sharps handling policy, non-discrimination policy and the policy on removing guests. Additional staff and security will need to be hired to operate the warming center. It is estimated that the cost of operating the warming center may exceed the available grant funds of \$30,000 at which time the City Council would need to allocate other City resources or close the warming center.

The New Porterville Rescue Mission currently operates a warming center located at 30 South A Street, and are in the process of bringing their facility into compliance.

The City of Porterville Fire Department has operated emergency warming centers previously based on extreme cold conditions. The warming center funding proposed by the KTHA differs from an emergency warming center as it is intended to be open continuously for a predetermined amount of time not based on weather conditions and includes possibly providing blankets, cots and food.

U.S. Climate Data lists the average high temperature for March to be 70 degrees and the average low to be 47 degrees and the average high temperature for April to be 77 degrees and the average low to be 50 degrees.

Staff has been working with the KTHA and regional service providers on a proposed homeless navigational center with emergency and bridge housing to be located in Porterville with the use of HEAP funds. Due to the anticipated weather patterns for March and April, if Council does not elect to pursue the funding for the warming center, the funding would be reallocated to the HEAP funding pool for Porterville to be available for a project like a navigation center or another program to assist in the housing for people experiencing homelessness.

RECOMMENDATION: That the City Council:

1. Provide direction for the use of HEAP funding; and
2. If the City Council would like to resubmit the letter of intent, that the City Council approve the draft Porterville Warming Center Standard Policies and Operating Procedures.

ATTACHMENTS: 1. Porterville Warming Center Grant Application

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



City of Porterville
Letter of Intent
Porterville Warming Center

The City of Porterville reached out to community partners and local nonprofit agencies in an effort to ensure that those experiencing homelessness have a warm place to be during the winter months. As no interest from the partners was received, the City of Porterville is proceeding with the attached application.

The Stout Building located at 287 N. Hockett Street, is situated just west of Fire Station 1 in downtown Porterville, at the intersection of Hockett Street and Cleveland Avenue. The goal would be to serve 15-20 individuals nightly. The Porterville Warming Center would be a low-barrier project, with required reporting using the Homeless Management Information System. There would be no food services provided. Staff is proposing the use of mats, as well as providing a blanket that must be returned each morning.



February 5, 2019

Appendx A

I. AGENCY INFORMATION

Agency Legal Name: City of Porterville

Agency Address: 291 N. Main Street

Primary Contact: Jenni Byers Title: Community Development Director

Telephone Number: (559) 782-7460 Email: jbyers@ci.porterville.ca.us

Tax Identification #: 94-6000398

II. PROJECT INFORMATION

Project Name: Porterville Warming Center

Project Address: 287 N. Hockett Street

City: Porterville State/Zip: CA, 93257

III. NARRATIVE

The Porterville Warming Center proposes to provide a warm shelter during cold and rainy weather. The project would be administered by the City of Porterville. With City Council approval, the City of Porterville's role would be to provide staff and general oversight of the program.

A. Experience and Qualifications

1. The City of Porterville Housing Division has frequent interaction with those experiencing homelessness and annually assists with the Point in Time Survey, as well as Project Homeless Connect. Lead staff, Claudia Calderon, was staff support to the Porterville Representative on the Tulare County Homeless Task Force Committee.
2. The City of Porterville is responsible during periods of an emergency freeze declaration to provide emergency warming center services. Typically there is one freeze per year that qualifies for a declaration; however, the duration and services provided are substantially less than the current proposal.

B. Project Readiness: Describe your agency's readiness to operate a warming center. Include: Anticipated number and type of staff:

1. One on-duty employee at all times, as well as one security officer.
2. Training and experience of staff:
 - The on-duty employee is proposed to be either from a pool of City employees or from an Employment Agency with training to be provided by Housing staff. The security officer will be from a contracted agency.
3. Timeline required for implementation:
 - In order to have a successful training program and prepare the building, staff is proposing opening the center no sooner than March 4, 2019.
4. Approach to management and oversight of program:
 - City may partner with nonprofit agencies to oversee daily operations.
5. Approach to site identification and selection:
 - City staff reviewed existing buildings in its inventory. The Stout Building is a 2,446 square feet building that was previously utilized as professional offices for Recovery Resources.
6. Approach to partnership, feedback and program adjustment with clients, homeless services and safety net agencies, local government and other key stakeholders as project is implemented.
 - Staff will continue to reach out to key stakeholders for feedback and input. As this is the City's first extended Warming Center project, feedback and program adjustment suggestions would be welcome.

IV. FINANCIAL INFORMATION

1. The City of Porterville has a General Fund budget of \$26 million and additionally is an entitlement city eligible for Community Development Block Grant Funds in the amount of \$756,441 for the 2017-2018 fiscal year.
2. Attached please find Appendix B - Draft Budget.

v. ATTACHMENTS

The following items must be submitted with the LOI:

- ☐ Appendix A, LOI Template
- ☐ Appendix B, Project Budget
- ☐ Appendix C, City Confirmation Letter
- ☐ Appendix D, Standard Policies and Operating Procedures

Porterville Warming Center

	March	April
Personnel	\$ 8,960	\$ 9,600
Security	\$ 9,000	\$ 9,000
Mats	\$ 1,000	
Blankets (Prudential) 300 blanket rental	\$ 750	\$ 750
Dog crates	\$ 500	
Secure personal belongings	\$ 125	\$ 125
Cleaning Supplies	\$ 100	\$ 100
One ADA compliant restroom facility	\$ 200	\$ 200
Utilities	\$ 800	\$ 800
	<u>\$ 21,435</u>	<u>\$ 20,575</u>

Estimated Project Total \$ 42,010

February 6, 2019

Re: Proposed Porterville Warming Center

To Whom it May Concern:

The City of Porterville, as the applicant, hereby confirms that the appropriate departments within the City have met and reviewed the proposed location in order to apply for the appropriate permits for the purpose of operating a warming center or low- barrier emergency shelter during the period of January 2019 – April 2019.

Sincerely,

Jennifer M. Byers
Community Development Director
City of Porterville



**Porterville Warming Center
STANDARD POLICIES AND OPERATING PROCEDURES**

Porterville Warming Center c/o City of Porterville
291 N Main St
Porterville, CA 93257
(559) 782-7460 phone
(559) 781-6437 fax
Housing@ci.porterville.ca.us

Mission: To provide a warm, safe and respectful space for people who are experiencing homelessness to get out of the cold and rainy weather.

February 6, 2019

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1. Introduction

The Porterville Warming Center is established to ensure that people experiencing homelessness in Porterville have shelter during cold and rainy weather. The Porterville Warming Center is being administered by the City of Porterville.

1.1 Purpose

These Standard Operating Procedures (SOP) lay out the protocols for implementing the Porterville Warming Center (PWC). The PWC is a warming center for those without housing to provide them a safe and warm space in such conditions. Unsheltered persons, especially those living with medical, mental health, or addiction issues, are even more vulnerable in times of inclement weather. PWC's purpose is to ensure as best it can that all those who need and want shelter in cold weather have it. These SOP will ensure the safe and effective operation of PWC for staff and volunteers as well as safeguarding the people we are serving.

1.2 Scope

This document provides policies and procedures for the operation of the PWC. It details staffing and volunteer requirements and roles, operating procedures, communication flow, and types of care provided.

2. Lead Organization

City of Porterville is serving as the lead agency for the Porterville Warming Center effort. City of Porterville's role includes providing professional staff, and providing general oversight of the program.

3. Concept of Operations

The warming center will operate two weeks from acceptance of grant through April 2019. The PWC will be open from 8:00 p.m. - 6:00 a.m.

4. Operational Guidelines

4.1 Operation

A. Facility Inspection

1. The Site Coordinator will walk-through the Warming Center using the Checklist and note the condition of the facility and equipment and determine any additional needs.

B. Facility Set-Up

1. Intake/Exit, which includes a guest sign-in, paper and computerized forms for data collection, a secure place for storing these forms, bag check numbers, and a sign-in for guests and volunteers.

2. Sleeping area with foam pads.
3. Pet care area (when appropriate).
4. Appropriate signage will be placed at various locations around the facility. Signage includes:
 - a. Maps of facility, including emergency exits
 - b. Guest agreements

C. When staff is satisfied that the Warming Center is ready to receive guests, he or she will declare the Warming Center open.

5. Levels of Care

5.1 General

Individuals who require shelter from cold weather can access the Warming Center for shelter.

5.2 Additional Needs

Some guests will require assistance that exceeds the basic level of care provided at the PWC, but will not require skilled medical care. The PWC will serve guests with additional needs (non-medical) who may require Disability Access such as first and second trimester pregnancy (stable), vision-or hearing-impaired individuals, amputees, and wheelchair-bound individuals.

5.3 Health and Behavioral

Guests that require medical assistance, beyond the basic level of care, mental health care or other specialty care, will not be admitted. This includes individuals who may be inebriated, actively psychotic, generally disruptive, or a combination of these conditions.

If poor behavior cannot be mitigated, individuals shall be removed or denied access to the PWC.

6. Policies

6.1 Drugs and Alcohol

Use of drugs and alcohol is not allowed inside or immediately surrounding the PWC.

6.2 Weapons

No weapons are allowed inside the Porterville Warming Center.

6.3 Capacity

The Porterville Warming Center site's capacity is determined by the Fire Marshall's determination based on the most current adopted California Fire Code.

6.4 Removing Guests

People who use drugs or alcohol, possess weapons, are aggressive or abusive toward other people, or otherwise behave in a manner not consistent with Warming Center policies may be asked to leave. The Police Department shall be contacted to assist in removal of guest violating policy.

Guest will be removed for one night, unless they have repeated violations or if the violation is egregious. The Site Coordinator and/or staff may require that the individual have a conversation with them before they are allowed back into the center.

6.5 Incident Reports and Logbooks

All incidents must be documented on an Incident Report form. The information from Incident Reports will be reviewed by City of Porterville staff. It is particularly important to note if staff or security asks someone to leave the property and why.

The site will also have a logbook for problems that are not severe enough for an Incident Report.

6.6 Non-Discrimination Policy

During the performance of the duties, employees and volunteers shall not unlawfully discriminate against any employee or guest(s) of Porterville Warming Center because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Employees and volunteers shall insure that the evaluation and treatment of their employees and guest(s) of Porterville Warming Center are free of such discrimination. Porterville Warming Center shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Porterville Warming Center shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6.7 Sharps Handling Policy

The facility is to have an approved sharps bio-hazard container to collect used needles and syringes to properly dispose of the items. Do not search pockets or bags. Instead, have the client remove all items themselves and put them on display. Cover potentially infected objects until safely removed. Do not handle needles or other sharp items that have been in contact with others. For example, only the user should handle their needle; only one person should clean up shattered glass. Ensure that all sharp objects are safely disposed of by the person that was injured by them. Shake bedding away from you to avoid contact with any sharp object. Do not apply bandages or otherwise treat a person that has suffered a sharps injury.

6.8 Security Plan

Onsite security to be provided by a private security firm.

6.9 Communicable Disease

To be developed and approved within 30 days.

6.10 Client Belonging Storage

To be developed and approved within 30 days.

7. Operational Appendices

Warming Center Checklist

Site Lead: _____

Site Lead's Phone: _____

Address of Warming Center: _____

Facility Readiness

Water Faucets Operational

(if no, note problems)

☐ Yes ☐ No

Women's Bathroom/Problems: _____

☐ Yes ☐ No

Men's Bathroom/Problems: _____

Toilets Operational

☐ Yes ☐ No

Women's Bathroom/Problems: _____

☐ Yes ☐ No

Men's Bathroom/Problems: _____

Lighting

☐ Yes ☐ No

Problems: _____

Heating/Cooling

☐ Yes ☐ No

Problems: _____

Power

☐ Yes ☐ No

Problems: _____

Layout and Signage

- | | | |
|------------------------------|-----------------------------|------------------------------------|
| ☐ Yes | ☐ No | Registration Set Up |
| ☐ Yes | ☐ No | Emergency Exits Clearly Identified |
| ☐ Yes | ☐ No | Registration Set Up |
| ☐ Yes | ☐ No | Signage Posted |

Supplies

- | | | |
|------------------------------|-----------------------------|--|
| ☐ Yes | ☐ No | Basic First Aid Kit |
| ☐ Yes | ☐ No | Incident Reports/Logbook |
| ☐ Yes | ☐ No | Guest Sign-In Sheets |
| ☐ Yes | ☐ No | Intake Forms and Intake Form Storage Container |
| ☐ Yes | ☐ No | Tags for Bag Check |
| ☐ Yes | ☐ No | Cleaning Supplies |
| ☐ Yes | ☐ No | Emergency Contact List |

Health Policies & Procedures

How to protect staff and guests:

- If you are sick—STAY HOME.
- Staff vulnerable to H1N1 virus (pregnant women or those with suppressed immune systems) should avoid direct client contact and get on list for the vaccine.
- For other staff, avoid unnecessary contact with symptomatic people and keep social distance of at least six feet.
- **Wash hands often, especially after sneezing, coughing or contact with people who are sneezing or coughing.**

General:

- Try to give some basic education on how to slow the spread of illnesses (cover cough, don't share cigarettes, etc.)
- Use common sense or enlist the help of someone with first aid experience to determine if a person's illness is serious enough to warrant calling an ambulance. Do not hesitate to call for an ambulance if necessary.

Shelter set-up:

- Place foam pads head to toe to help slow the spread of a virus through coughing and contact.
- During intake, ask clients if they are feeling feverish and coughing.
- Have trash cans readily available for tissues. Empty them frequently.
- Keep hand sanitizer (must be > 60% alcohol to be effective). Large-sized, non-portable bottles may be best.
- Encourage guests to wash their hands often, especially after coughing or sneezing. Keep liquid soap on hand and use hot water.

- Have surgical masks available for clients who are coughing.
- Have good signage demonstrating how to slow the spread of germs (cover a cough, use hand sanitizer, etc.)

Intake area:

- Everyone uses hand sanitizer.
- Ask questions: Are you sick? Recently ill with a cough and/or fever and chills?

Sanitation Procedures

Personal Sanitation

- Act as though all surfaces, such as doorknobs and all mattress pads, blankets, backpacks, and other personal possessions, are contaminated with MRSA. (Methicillin-Resistant Staphylococcus Aureus) or body fluids. MRSA can survive on dry surfaces for months.
- Wash your hands frequently even when using sanitizer; hands must be relatively clean for the sanitizer to work. Scrub for at least 15 seconds. Don't touch the faucet or doorknob or anything else after cleaning your hands.
- Don't touch your eyes, nose, or mouth unless you have just washed or sanitized your hands.
- Wear disposable plastic gloves when handling guest possessions or bedding. Hold thing away from you to avoid getting bacteria or viruses onto your clothes.

Facility Sanitation Procedures

- The morning shift should sanitize tables, doorknobs, pens, and chairs. Measure the sanitizer and water and mix according to directions on the container. The surfaces must stay wet for a minimum of 10 minutes to kill the bacteria.
- Sanitize all pads every day. Watch for evidence of bed bugs. If bed bugs are present it will look like pepper has been sprinkled over the surface. Report bed bugs immediately to the Site Coordinator.
- Bedding material should be placed in plastic trash bags or laundry bag and stored separately from clean blankets until it can be washed.

Intake/Exit Procedures

Intake Procedures

- 1) Site Coordinator or City of Porterville staff person will deliver the following items to the site each night:
 - a. Laptop computer
 - b. Intake form (if needed)
 - c. Abbreviated Intake form (if needed)
 - d. Intake Checklist (except on the first night of the Warming Center season) These items should be received by the Site Coordinator, Site Shift Lead, or Intake/Exit Area Lead.
- 2) The Intake/Exit Lead will also gather the following:
 - a. Intake instructions
 - b. Clipboard with guest sign-in sheet
 - c. Secure storage place for intake forms
 - c. Numbers for bag check
 - f. Assorted pens
- 3) Staff members will be positioned by the door and/or at a table near the entrance

- 4) As they enter, guests will be asked to sign in. All guests will be asked to complete an Intake process. Staff are also required to make every effort to collect at least the guest's name and date of birth. Social Security Numbers are very helpful as well. Staff may not make up information for guests. Staff might say, "The next time you come to any Warming Center you will only have to give your name and we'll just check you off the master list." It helps guests if they know they don't have to go through this form every time.
Please review the Guest Agreements with guests at check-in. This is particularly important on the guest's first night.
- 5) There are four different processes for check-in:
 - a. If the guest has not received services in Tulare County before, they must fill out the Intake Form.
 - b. If the guest has received services in Tulare County in the past, AND has not been to the Porterville Warming Center in the current season, they must fill out the Abbreviated Intake Form.
 - c. If the guest received services in Tulare County that day, AND has not been to the Porterville Warming Center this season, they can be checked in on the laptop computer using a very short process (paper form will also be available).
 - d. If the guest has been to the Porterville Warming Center in the current season, their name is checked off the Intake Checklist. All Intake forms must be kept in a secure location.
- 6) Once the guest has completed Intake, they move on to bag check. Volunteers should write the bag number on the guest's intake form (or sign in sheet if paper form is not available).
- 7) Once the guest has checked any bags, they move to the resting area
- 8) The same staff member will walk them through the facility and show them any key areas.
- 9) Once the majority of guests have shown up, a trained Intake/Exit staff should enter all new guest information into the computer and make sure all forms have the shelter location written on them. Afterward, they must return the forms to a safe location.
- 10) Once the majority of guests have arrived, the Site Coordinator/Staff will use the guest sign-in sheet to determine if every guest went through the Intake process. If not, they will walk through the facility to do intakes with people who did not go through the process earlier.
- 11) Staff is responsible for making all intake forms and the laptop computer available to the City of Porterville staff person who comes to pick it up in the morning. Shift Leads should communicate to each other where this information is being kept.

Exit Procedures

- 1) Guests who need to temporarily leave the Warming Center before lights out should sign out with Intake/Exit staff, then sign in when they re-enter. Guests who exit after lights out will not be allowed to re-enter. People who exhibit inappropriate behavior because they are abusing substances, including alcohol, will be asked to leave the Warming Center.
- 2) Each morning, all guests should place their bedding in their bag and bring it to the Resource volunteers so it can be sanitized.

GUEST AGREEMENT FORM

Warming Center Rules:

1. Respect for everyone. Treat each other with dignity and respect.
2. No alcohol or drugs on the premises.
3. Quiet time from 10:00 p.m. to 5:00 a.m. No re-entry after 10:00 p.m.
4. Bags and possessions must be kept in the bag-check area at all times.
5. No violence or threats of violence.
6. Keep sleeping area, bathrooms, and common areas clean and tidy.
7. Each Guest is permitted to have one dog on leash at all times when not in crate.
8. No Weapons.
9. Verbal harassment or intimidation of other guests, staff or volunteers will not be tolerated.
10. No sexual activity.
11. If there is a problem or concern, find a staff person to help solve it.
12. Take all belongings with you when you leave each morning.
13. Other inappropriate behavior will not be permitted.

This agreement will attempt to make the warming center a safe place for everyone and ensure that it can continue to be open. Breaking any of the rules will be dealt with immediately and may result in your permanent removal from the Warming Center.

Signature

Date



CITY COUNCIL AGENDA – FEBRUARY 5, 2019

SUBJECT: Consideration of Modification to Municipal Code Chapter 15, Article IX: Massage Businesses and Practitioners

SOURCE: City Manager's Office

COMMENT: On December 15, 2015, the City Council adopted Ordinance 1831, which established licensing requirements for massage businesses and practitioners, and established massage therapy as a land use allowed in specific zone districts. The Council's adoption of the Ordinance, largely based upon State law and the State's model Ordinance, was in response to a number of massage-oriented businesses conducting illicit and illegal activity. A requirement of the Ordinance is that all massage businesses and practitioners shall be certified by the California Massage Therapy Council (CAMTC), as provided by State law, although providing a "grandfather" exemption for all current massage practitioners in good-standing that did not hold CAMTC certification.

A long-time local massage therapist in good standing, moved from the community to Exeter in 2009 where she opened and currently operates a massage business, and now has the interest to return to the community and provide massage therapy through an existing local salon. Unfortunately, the massage therapist is not certified by CAMTC, and is unable to become certified without retaking all of the massage therapy courses recognized by CAMTC. The therapist is not eligible to be "grandfathered" under the Ordinance given she was not operating in the community at the time of the Ordinance's adoption. Given the therapist's previous good standing in Porterville, as well as current good standing in Exeter, staff seeks Council's direction in potentially modifying the Ordinance to provide limited exemptions from CAMTC certification.

RECOMMENDATION: That the City Council provide direction in the regulation of massage businesses and practitioners.

ATTACHMENTS: 1. Municipal Code Chapter 15, Article IX

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Chapter Article IX

ARTICLE IX. MASSAGE BUSINESSES AND PRACTITIONERS

15-124: APPLICABILITY OF CHAPTER:

- A. Except as otherwise provided, all of the provisions of this chapter shall be applicable to all massage businesses and all massage practitioners operating within the city of Porterville. This article shall not be construed in a manner that is inconsistent with any state law governing the practice of massage.
- B. Any massage business that is legally operating under a city of Porterville business license as of the date of adoption hereof may procure a registration certificate pursuant to this article without having achieved CAMTC certification, so long as that business continues to operate without change in ownership and in good standing with all applicable provisions of state, federal, and Porterville laws and regulations, and otherwise complies with this article in its entirety. (Ord. 1831, 1-19-2016)

15-125: DEFINITIONS:

As used in this article:

ANCILLARY MASSAGE SERVICES: Those services where less than twenty percent (20%) of the gross floor area of the business is devoted to massage.

CALIFORNIA MASSAGE THERAPY COUNCIL OR CAMTC: The massage therapy organization formed pursuant to chapter 10.5 of division 2 of the Business And Professions Code sections 4600 et seq.

CERTIFIED MASSAGE PRACTITIONER OR THERAPIST: Any individual certified by the California massage therapy council (CAMTC) as a certified massage therapist, certified massage practitioner, or conditionally certified massage practitioner pursuant to chapter 10.5 of division 2 of the California Business And Professions Code sections 4600 et seq.

CITY: The city of Porterville, California.

CITY MANAGER: The city manager of the city of Porterville or designee.

CITY REGISTRATION CERTIFICATE OR REGISTRATION CERTIFICATE OR REGISTRATION: A certificate issued by the city to a massage business to practice massage for compensation pursuant to this article.

CLIENT: The customer or patron who pays for or receives massage services.

COMMUNITY DEVELOPMENT DIRECTOR: The community development director of the city of Porterville or designee.

COMPENSATION: The payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

DAY: Calendar day, unless otherwise specifically expressed.

DISQUALIFYING CONDUCT: Any of the following:

A. Within five (5) years immediately preceding the date the city registration application was filed, or any time thereafter, the person has been convicted in a court of competent jurisdiction of the commission of or any attempt to commit, directly or indirectly, or assisting in or abetting the commission of, or conspiring to commit:

1. A violation of any provision of law pursuant to which a person is required to register under the provisions of California Penal Code section 290;
2. Any violation of California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 314, 315, 316, 318, 653.22, 653.23 or subsections (a), (b) or (d) of section 647;
3. Any other crime involving dishonesty, fraud, deceit, or moral turpitude;
4. A violation of California Penal Code section 415, 602, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the crimes previously listed in subsections A1 through A3 of this definition;
5. Any crime committed while engaged in the management or ownership of a massage business or the practice of massage;
6. A violation of California Health And Safety Code sections 11054, 11055, 11056, 11057, or 11058; or
7. Any offense in another state or territory of the United States which is the equivalent of any of the above offenses.

B. Within five (5) years of the date immediately preceding the date the application was filed, or any time thereafter, any applicant whose city registration certificate, CAMTC certification, or trainee registration certificate or permit, which was issued by the state

of California or any county or city has been suspended or revoked for good cause;

C. Committing or maintaining a nuisance pursuant to California Penal Code sections 11225 through 11235, and/or Health And Safety Code sections 11570 et seq., for which a permanent injunction was issued, or committing a violation of any similar provisions of law in another state or territory of the United States; or

D. Committing a violation of any provision of this article provided that the applicant received timely notice of the violation.

EMPLOYEE: Any person hired by a massage business or owner who renders any service for the business/owner in exchange for any form of compensation from the business.

FINANCE DIRECTOR OR DIRECTOR: The finance director of the city of Porterville or designee.

HEARING OFFICER: The administrative hearing officer appointed by the city manager to conduct an administrative hearing pursuant to this article.

MANAGER: The person(s) designated by the massage business owner to act as the representative and agent of the owner in managing day to day operations with corresponding responsibilities. The term "manager" may also include an owner.

MESSAGE BUSINESS OR BUSINESS: Any business that offers massage therapy in exchange for compensation. Any business that offers any combination of massage therapy and bath facilities, including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage business under this article. The term "massage business" includes a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship. For purposes of this article, "massage business" shall include, without limitation, the advertising and soliciting of massages, and includes, but is not limited to, a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, as well as a massage business which employs certified massage practitioners or therapists.

MESSAGE BUSINESS OWNER OR OWNER: Any of the following persons:

A. Any person who is a general partner of a general or limited partnership that owns a massage business.

B. Any person who has a five percent (5%) or greater ownership interest in a corporation that owns a massage business.

C. Any person who is a member of a limited liability company that owns a massage business.

D. Any person who has a five percent (5%) or greater ownership interest in any other type of business association that owns a massage business.

MASSAGE OR MASSAGE THERAPY: The skillful application of touch, including, but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular reeducation. Examples of massage include, but are not limited to, Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, hellerwork and reflexology.

RECEPTION AREA: An area immediately inside the front door of the massage business dedicated to the reception and waiting of clients of the massage business and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

REGISTRATION CERTIFICATE HOLDER: The applicant named on the application for a registration certificate and all massage business owners.

RENT-SPACE MASSAGE THERAPIST OR RENT-SPACE THERAPIST: A person who practices massage at a massage business but is not an employee of the business.

SOLE PROPRIETORSHIP: Means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services.

VISITOR: Any person who enters a massage business and who is neither a client, owner, manager, nor employee of the business. (Ord. 1831, 1-19-2016)

15-126: EXEMPTIONS:

The provisions of this article shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

A. Complete Exemption: The requirements of this article shall not apply to the following individuals:

1. Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the state of California and persons working directly under the supervision of or at the direction of the licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.

2. Barbers and beauticians who are duly licensed under the laws of the state of California while engaging in practices within the scope of their licenses, except that this exemption shall only apply if the massaging of the neck, face and/or scalp, hands or feet of the clients is ancillary to the primary service being provided by the barber or beautician.
 3. Hospitals, nursing homes, mental health facilities, or any other health facilities duly licensed by the state of California, and employees of these licensed institutions, while acting within the scope of their employment.
 4. Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.
 5. Any other business or profession exempt from the provisions of this article by state law.
- B. Limited Exemption: In addition to any other applicable provisions of this article, businesses that offer ancillary massage services shall only be required to comply with the provisions set forth in this section for the massage portion of the business. The business shall comply with the following provisions:
1. Massage services must be performed by a certified massage practitioner or therapist;
 2. Subsection 15-128F of this article related to facility requirements as they pertain to the portion of business that is utilized for massage;
 3. Subsection 15-128G of this article related to operational requirements; and
 4. Section 15-136 of this article related to inspections.
- C. Furnish Evidence: Any person claiming exception under this section shall furnish satisfactory evidence to the city manager upon request that he or she is entitled to the exemption, including proof of bona fide employment, or, if applicable, a citation to the particular provision of state law upon which that person relies. (Ord. 1831, 1-19-2016)

15-127: REQUIREMENTS FOR INDIVIDUALS PRACTICING MASSAGE:

It shall be unlawful for any individual to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business or in any capacity within the city unless that individual is a certified massage practitioner or therapist. (Ord. 1831, 1-19-2016)

15-128: REQUIREMENTS FOR MASSAGE BUSINESSES:

A. Requirements: It shall be unlawful for any massage business to provide massage services unless all of the following requirements are met:

1. All of the individuals employed by the massage business to perform massage are certified massage practitioners or therapists;
2. The business has a valid city business license under this chapter; and
3. The business has a valid city registration certificate under this article.

B. Application For City Registration Certificate: The application for new and renewal city registration certificates shall include the following information, without limitation, and an application fee in an amount established by city council resolution:

1. The legal name, address and telephone number of the massage business.
2. A floor plan indicating how the use is proposed to be conducted within the premises, a list of services to be provided, and a description of any other business operated on the same premises.
3. Legal names of all owners of the massage business and the names of all managers.
4. Home address and telephone number and business address and telephone number of all owners of the massage business, and any previous home addresses for a period of five (5) years immediately prior to the date of the application and the dates of residence at each.
5. For all owners, a valid and current driver's license and/or photo identification issued by a state or federal governmental agency, or other photographic identification bearing a bona fide seal by a foreign government.
6. The form of business under which the massage business will be operating (i.e., corporation, general or limited partnership, limited liability company, or other form).
7. For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business And Professions Code section 4600 et seq., any local, state, or federal law, or the provisions of this article may result in revocation of the business's city registration certificate.
8. The massage license and registration history of all of the owners, including whether the owner has operated any massage business or similar business or occupation within any other county, city, or state; and whether or not the applicant, in previously operating a massage business, has had the license or registration certificate revoked, suspended, or denied. In the case of revocation, suspension, or denial, the owner shall also include within the form the reason(s) therefor, and any employment obtained subsequent to any revocation, suspension or denial.

9. The employment history of each owner for five (5) years preceding the date of the application, the inclusive dates of the employment history, and the name and address of any massage business or similar business owned by the individual, whether inside or outside the city. Employment history shall also include whether the owner, including a corporation or partnership, or a former employer of the applicant while so employed, was ever subjected to an abatement proceeding under California Penal Code sections 11225 through 11235, or any similar provisions of law in a jurisdiction outside the state.
10. For each owner of the massage business that is a certified massage practitioner, a copy of that person's current certification from the California massage therapy council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner, and copy of that person's CAMTC issued identification card.
11. For each owner that is not CAMTC certified, current fingerprints taken by the city of Porterville police department or a certified and approved California live scan fingerprinting center for the purpose of conducting a background check on behalf of the city, to determine the criminal history of the applicant, including whether the applicant has been convicted of any felony, misdemeanor, infraction, or municipal code violation, or has been held liable for any administrative or civil action, for an act that is substantially related to the practice of massage or disqualifying conduct.
12. The name of each person the massage business employs or retains to perform massage therapy for compensation. For each person the massage business does or will employ or retain to perform massage therapy for compensation, a copy of that person's current certification from the California massage therapy council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner and a copy of that person's CAMTC issued identification card for each certified massage practitioner.
13. The name and address of the owner of the real property upon, in, or from which the massage business is to be operated. In the event the applicant or owner is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the massage business and the property owner authorizing use of the premises for a massage business, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage business will be operated by the applicant upon, in, or from the property owner's property.
14. Proof of current and valid workers' compensation insurance from an insurer authorized to do business in California, in an amount as required by law.
15. Authorization for the city, its employees and agents to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the registration certificate.
16. The name of the individual to receive notices on behalf of the business.
17. Any other identification and information necessary to discover the truth of the matters required to be set in the application.

C. Changes To Application Information: Any changes to the application information during the period the city is reviewing the application shall be immediately reported to the city. Failure to report these changes shall result in denial of application.

D. Approval Or Denial Of City Registration Certificate And Massage Business Registration Certificate Renewals:

1. Within thirty (30) days following receipt of a completed application, the finance director shall either issue the registration certificate or mail a written statement of the reasons for denial as set forth below. The director shall deny a registration certificate to the applicant where any of the following conditions exist:
 - a. The applicant or any owner has procured or attempted to procure a registration certificate or other license by fraud, misrepresentation or material misstatement;
 - b. The applicant or any owner is a person who, as established by clear and convincing evidence, has engaged in "disqualifying conduct" as defined in this article within five (5) years immediately preceding the date of filing of the application;
 - c. The massage business, as proposed by the applicant, if permitted, would not comply or has not complied with all the applicable laws, including, but not limited to, all the city's building, fire, zoning, and health regulations;
 - d. The applicant or any owner has violated any provision of this article, or any similar ordinance, law, rule, or regulation of any other public agency which regulates the operation of massage businesses;
 - e. The applicant is less than eighteen (18) years of age;
 - f. The application is incomplete and the required supplementary documents were not submitted within twenty (20) days of a request for these documents by the finance director;
 - g. The applicant or any owner has been denied for good cause a business registration certificate or license; has had their registration certificate or registration revoked, suspended, or restricted for good cause; has been proven to have violated any ordinance related to the practice of massage; or has had any other disciplinary action taken for good cause against them by another city, state, county or territory of the United States, or by any other government agency; or
 - h. The applicant or any owner is indebted to the city for any unpaid fee or fine.
2. If prosecution is pending against the applicant or any owner for either conduct violating this article's provisions or conduct violating Business And Professions Code section 4600 et seq., the director may postpone the decision on the application until the prosecution's final resolution. As used in this subsection, "prosecution" means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or criminal action maintained by the Porterville city attorney or prosecution attorney.

- E. Written Notice Of Denial: Upon determining that grounds for denial exist, the finance director shall furnish written notice of the denial to the applicant. The notice shall summarize the principal reasons for the denial, shall state that the applicant may request an appeal pursuant to section 15-131 of this article, and shall be delivered by mail to the applicant as that name and address appear on the application.
- F. Facilities Prerequisite To Registration Certificate Issuance: A registration certificate shall not be issued pursuant to this article unless an inspection reveals that the business complies with each of the following minimum requirements of this article and chapter 21 of this code:
1. Facility Requirements:
 - a. No massage or massage services shall be given in a business, or premises registered pursuant to this article, in any room or space enclosed or divided by walls and fitted with a door capable of being locked from the inside. This section shall not apply to the business's external doors and shall not operate to prohibit a massage business from locking its external doors if the business is a business entity owned by one individual with one or no employees or independent contractors.
 - b. A list of services available and the cost of the services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and any other languages that the business chooses. Only services on the posted list shall be performed.
 - c. Minimum lighting consisting of at least one artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients, and in all areas where clients are present.
 - d. Massage businesses shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one client, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one client. Soiled linens and paper towels shall be deposited in separate, approved receptacles.
 - e. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities, shall be in good repair and maintained in a clean and sanitary condition.
 - f. Adequate bathing, dressing, locker and toilet facilities shall be provided for clients. A minimum of one tub or shower; one dressing room containing a separate locker for each client to be served, which locker shall be capable of being locked; as well as a minimum of one toilet and washbasin, shall be provided in every massage business; provided, however, that if male and female clients are to be served simultaneously at the business, separate bathing, massage room(s), dressing room(s), and toilet facilities shall be provided for male and female clients. This requirement may be

modified upon approval of the city manager if the services provided or site plan do not necessitate some or all of these facilities.

- g. A minimum of one washbasin for employees shall be provided at all times. The basin shall be located within, or as close as practicable, to the area devoted to performing massage services. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be provided at all times.
- h. In the reception area, in letters that are a minimum of one inch (1") in height, a notice in English (and any other language that the business chooses) that provides information substantially as follows:

*THIS MASSAGE BUSINESS AND THE MASSAGE ROOMS DO NOT PROVIDE
COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY CITY AND
HEALTH OFFICIALS WITHOUT PRIOR NOTICE*

- i. No room or space enclosed or divided by walls and fitted with a door where massage or massage services are performed shall be equipped with any electronic, mechanical, or artificial device used or capable of being used, for the recording or videotaping of visual images and/or sound.
- j. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed or required.
- k. Standard or portable massage tables shall be used with a durable, washable plastic or other waterproof material as a covering. The tables shall be sanitized after each use.
- l. A massage business shall operate only under the name specified in its city registration certificate.
- m. No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

G. Operating Requirements:

- 1. Massage may be provided only between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. No massage business shall be open and no massage services shall be provided between nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M. A massage commenced prior to nine o'clock (9:00) P.M. shall nevertheless terminate at nine o'clock (9:00) P.M., and all clients shall exit the premises at that time. It is the obligation of the massage business to inform clients of the requirement that services must cease at nine o'clock (9:00) P.M.

2. The owner and manager of a massage business shall be responsible for displaying the city registration certificate and the CAMTC registration certificate of each and every certified massage practitioner or therapist employed in the business in an open and conspicuous place on the premises. Passport size photographs of the registration certificate holder shall be affixed to the respective registration certificate on display pursuant to this section.
3. For each massage service provided, every massage business shall keep a complete and legible written record of the following information:
 - a. The date and hour that service was provided;
 - b. The service received;
 - c. The name or initials of the employee entering the information; and
 - d. The name of the employee administering the service.

The records shall be open to inspection and copying by the Porterville police department, or other city officials charged with enforcement of this article. These records may not be used by any massage business owner or employee for any purpose other than as records of service provided and may not be provided to other parties by any person unless otherwise required by law. The records shall be retained on the premises of the massage business for a period of two (2) years.

4. All massage business owners and their employees shall wear clean outer garments. The garments shall not include any of the following:
 - a. Attire that is transparent or see through, or substantially exposes the employee's undergarments;
 - b. Swim attire, if not providing a water based massage modality accepted by the California massage therapy council;
 - c. Attire that exposes the employee's genitals, pubic areas, buttocks, or breasts;
 - d. Attire worn in a manner that constitutes a violation of California Penal Code section 314;
 - e. Attire worn in a manner that is otherwise deemed by the California massage therapy council to constitute unprofessional attire based on the custom and practice of the profession in California.
5. At all times during the massage, the client's genitals shall be fully covered and contact shall not be made with the genitals.
6. The premises' exterior doors and the doors separating the waiting or reception area from the remainder of the premises shall remain unlocked during the business hours (including electronic locking devices) or when clients are present. External doors may only be locked during business hours if the massage business is a business entity owned by one individual with one or no employees or independent contractors who are

not employees of the business and there is no staff available to assure security for clients and massage staff behind closed doors.

7. During hours of operation, no person other than the listed manager on duty, an employee, or a client shall be allowed beyond the reception area of the massage business.
8. Clients and visitors shall only be permitted in the massage business during the hours of operation.
9. Visitors shall only be permitted in the reception area of the massage business.
10. Clients shall only be permitted in massage treatment areas if at least one massage practitioner is on the premises.
11. The massage business shall be supervised, during all hours of operation, by a manager specified in the city's registration application. The name of the manager on duty shall be posted in a conspicuous place within the reception area daily.
12. The owner and manager shall maintain a register of all employees or rent-space massage therapists. The employee register shall be maintained on the premises for a minimum period of two (2) years following an employee's termination. The owner and manager shall make the employee register immediately available for inspection upon demand by a representative of the Porterville police department or the city at all reasonable times. The employee register shall include, but not be limited to, the following information:
 - a. The name, nicknames and/or aliases used by an employee or rent-space massage therapist.
 - b. A good quality color photocopy of a lawfully issued CAMTC certificate for each employee and rent-space therapist that provides massage services.
 - c. The employee's or rent-space therapist's home address and relevant phone numbers (including, but not limited to, home and cellular numbers).
 - d. The employee or rent-space therapist's age, date of birth, gender, height, weight, color of hair and eyes.
 - e. The date of employment and termination, if applicable, or, in the case of a rent-space therapist, the start and end dates of the lease agreement, as well as a copy of the agreement for all employees.
 - f. The duties of each employee.
13. While the city registration is in effect and at all times during operation, the massage business shall fully maintain current and valid workers' compensation insurance as required by law. Proof of insurance shall be maintained on the premises at all times.
14. The massage business shall apply to the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which

changes the registration information initially provided to the city pursuant to this section, including, but not limited to, the termination of certified massage practitioners or therapists. There shall be no charge for an amended registration certificate unless the director determines that the changes are substantial and a new certificate is required.

- H. City Registration Certificate: A city registration certificate issued pursuant to the terms of this article shall be valid for a term of one year from the date of issuance and, unless suspended or revoked, may be renewed annually upon application by the massage business owner so long as the massage business is operating within the city. No registration certificate shall confer any vested right to any person or business for more than the registration period. (Ord. 1831, 1-19-2016)

15-129: VIOLATIONS:

- A. In addition to any other remedy available under the law, violations of this article are subject to all applicable remedies within this code, including, but not limited to, section 1-9 of this code and/or the administrative citations and penalties provisions in chapter 1 of this code.
- B. Any massage business operated, conducted, or maintained contrary to the provisions of this article shall constitute an unlawful business practice pursuant to Business And Professions Code section 17200 et seq., and the city attorney or district attorney may, in the exercise of discretion, in addition to or in lieu of taking any other action permitted by this article, commence an action or actions, proceeding or proceedings in the superior court of Tulare County, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including, but not limited to, fines, attorney fees and costs. All remedies provided for in this article are cumulative.
- C. It shall be unlawful and a public nuisance for a massage business to be operated, conducted, or maintained contrary to the provisions of this article. The city may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, and enjoinder of that business in any manner provided by law. (Ord. 1831, 1-19-2016)

15-130: CITY REGISTRATION CERTIFICATE SUSPENSION OR REVOCATION:

- A. In addition to any other remedy available to the city under this code or state law, any registration certificate may be suspended or revoked by the director where it is found by substantial evidence that any of the following have occurred:

1. The registration certificate holder and/or agent has violated any provision of this article or the grounds for denial of the registration certificate exist;
2. The registration certificate holder and/or agent is a person who has engaged in "disqualifying conduct" as defined in this article;
3. The registration certificate holder and/or agent has failed to comply with one or more of the facilities and operations requirements of this article;
4. The registration certificate holder and/or agent has engaged in fraud, misrepresentation, or false statement in conducting the massage business;
5. The registration certificate holder and/or agent has continued to operate the massage business after the city registration certificate or registration has been suspended; or
6. The registration certificate holder and/or agent has failed to apply with the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which substantially changes the registration information initially provided to the city pursuant to section 15-128 of this article, including, but not limited to, the termination of certified massage practitioners or therapists; or
7. Massage treatments have been performed on the premises of the massage business, with or without the registration certificate holder's actual knowledge, by any person who:
 - a. Does not have a valid CAMTC certification; or
 - b. As established by clear and convincing evidence, has engaged in conduct or has been convicted of the offenses described as disqualifying conduct. (Ord. 1831, 1-19-2016)

15-131: DENIAL/APPEALS:

- A. Notice of denial, suspension or revocation shall contain a statement of the violation(s) which constitute the basis for the suspension or revocation and information about the right to appeal. Notice of the suspension or revocation shall be given by first class mail to the owner and real property owner at the addresses shown on the registration certificate. Service shall be deemed complete when the notice is mailed by first class mail. The owner shall have ten (10) calendar days from the date the notice is served to appeal to the finance director in writing and upon payment of a fee in an amount established by city council resolution. Upon issuance of a notice of suspension or revocation, the registration certificate shall be surrendered and no massage activity may occur while any appeal proceeds.
- B. Upon receipt of an appeal, the finance director shall appoint a hearing officer. A hearing shall be scheduled upon not less than ten (10) calendar days and not more than thirty (30) days, unless extended by mutual agreement. Notice of the hearing shall be given by

first class mail to the owner and real property owner at the address shown on the registration certificate. Service shall be deemed complete when the notice is mailed.

- C. The hearing officer's jurisdiction is limited to determining whether evidence exists to provide grounds for the registration certificate denial, suspension or revocation.
- D. The city shall provide proof of any violations by a preponderance of the evidence. Formal rules of evidence shall not apply to the hearing.
- E. The hearing officer shall:
 - 1. Receive evidence regarding the proposed suspension, revocation or certificate denial.
 - 2. Maintain a record of all evidence introduced.
 - 3. Record the hearing.
 - 4. Consider the nature, volume, severity, and frequency of any violations.
 - 5. Decide whether grounds exist of the suspension or revocation or denial.
 - 6. Issue a written decision within seven (7) days of the hearing that includes the factual and legal basis of the decision and a notice of the appeal rights contained in this article.
- F. The hearing officer's decision shall be final upon mailing by first class mail to the owner and real property owner at the address listed on the registration certificate.
- G. The hearing officer's decision is subject to review pursuant to California Code Of Civil Procedure section 1094.6. (Ord. 1831, 1-19-2016)

15-132: CONDITIONS OF APPROVAL:

The director or hearing officer may condition any city registration certificate if they find that grounds for denial or revocation of a registration certificate exist. (Ord. 1831, 1-19-2016)

15-133: HEARING FEES:

All hearings held as provided in this article may be subject to a filing fee in an amount established by the city council resolution. (Ord. 1831, 1-19-2016)

15-134: REAPPLICATION AFTER DENIAL OR REVOCATION:

- A. An applicant for a city registration certificate under this article whose application for registration has been denied may not reapply for registration for a period of two (2) years from the date of the denial. However, a reapplication prior to the termination of two (2) years may be made if accompanied by evidence that the ground(s) for denial of the application no longer exist. Notwithstanding, if an application or renewal is denied due to criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within two (2) years after the effective date of the denial.
- B. A registration certificate holder under this article whose registration or renewal has been revoked or denied may not reapply for a registration certificate for a period of two (2) years from the date of the revocation or denial.
- C. If an application or renewal is denied due to criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within two (2) years after the effective date of the denial. (Ord. 1831, 1-19-2016)

15-135: NO REFUND OF FEE:

No refund or rebate of a registration certificate fee shall be allowed regardless of whether the city registration certificate has been suspended or revoked, or because the registration certificate holder discontinues an activity for which a city registration certificate is required pursuant to this article. (Ord. 1831, 1-19-2016)

15-136: INSPECTION BY OFFICIALS:

The investigating and enforcing officials, including, but not limited to, the Porterville police department; Tulare County health department; or the city's community development director, finance director, code enforcement, or building and safety officials, or their designees, shall have the right to enter the premises from time to time during regular business hours for the purpose of making reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes, and with the provisions of this article. (Ord. 1831, 1-19-2016)

15-137: NOTIFICATIONS:

A massage business shall immediately report to the city's business license department any of the following:

- A. Arrests of any employees, owners, or managers of the registrant's massage business for an offense other than a misdemeanor traffic offense;
- B. Resignations, terminations, or transfers of certified massage practitioners or therapists employed by the registrant's massage business;
- C. The occurrence of any event involving the registrant's massage business or the massage practitioners or therapists employed there that constitutes a violation of this article or state or federal law. (Ord. 1831, 1-19-2016)

15-138: BUSINESS LOCATION CHANGE:

Upon a change of location of a massage business, a new application shall be made to the director for a city registration certificate pursuant to the requirements of section 15-128 of this article prior to commencing operation at the new location. The application shall be granted, provided all applicable provisions of this article and chapter 21 of this code are complied with, and a change of location fee in an amount established by city council resolution to defray the costs of investigation and report has been paid to the city. A new location shall be subject to an inspection under section 15-136 of this article before a new registration will be issued. (Ord. 1831, 1-19-2016)

15-139: SALE OR TRANSFER OF MASSAGE BUSINESS INTEREST:

A sale or transfer of any interest in a massage business, which interest would be reported as required in this article upon application for a city registration certificate, shall be reported to the finance director within ten (10) days of the sale or transfer. The finance director shall investigate any person receiving any interest in a massage business as a result of the sale or transfer, and if the person satisfies the requirements relating to city registration certificate applicants, the existing registration certificate shall be endorsed to include the person. A fee as set by resolution of the city council shall be paid to the city for the investigation by the finance director necessitated by each sale or transfer. (Ord. 1831, 1-19-2016)