



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 19, 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: 53 N. Main Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Cornerstone Main Partners, L.P. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Joe Bermudez. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Maria Ventura v. Jennifer Rutledge, et al., United States District Court, Eastern Dist., Case No. 1:17-cv-00237-DAD-SKO.
- 5** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. John Lollis, et al., United States District Court, Eastern Dist., Case No. 1:18-cv-01580-DAD-SAB.
- 6** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.
- 7** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

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

Pledge of Allegiance Led by Council Member Milt Stowe
Invocation

PRESENTATIONS

Comprehensive Annual Financial Report
Project Homeless Connect

AB 1234 REPORTS

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

1. Eastern Tule Groundwater Sustainability Agency - February 7, 2019
2. Joint City/School Committee - February 11, 2019
3. Tulare County Association of Governments (TCAG)/ Tulare County Water Commission - February 11, 2019
4. Cannabis Ad Hoc Committee - February 14, 2019

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - February 7, 2019
 2. Library & Literacy Commission - February 12, 2019
 3. Arts Commission - February 13, 2019
 4. Animal Control Commission
 5. Youth Commission - February 11, 2019
 6. Transactions and Use Tax Oversight Committee (TUTOC) - February 12, 2019
- II. Staff Informational Reports
 1. Wall of Fame Designations
 2. Water Conservation Phase IV Status Update

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. City Council Minutes of December 4, 2018

Re: Considering approval of the draft minutes of December 4, 2018.

2. Authorization to Purchase Park Amenities through CDBG Funds by Negotiation

Re: Considering authorization of the purchase by negotiation of various park amenity items authorize payment for said items upon satisfactory delivery and installation.

3. Authorization for Transit Bus Engine Repair

Re: Considering approval of the transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$20,179.

4. Authorization to Advertise for Bids - Abatement Services & Vacant Property Board-Up Contract

Re: Considering authorization to advertise for bids for weed abatement and board-up services.

5. Award of Professional Engineering Contracts for Main Street Reconstruction and Villa Street Reconstruction

Re: Considering approval to enter into consultant service agreements with 4Creeks Inc. for the Villa Street Reconstruction Project in the amount not to exceed \$247,215, and QK for the Main Street Reconstruction Project in the amount not to exceed \$315,900.

6. Authorization to Submit Full Membership Application to CALSTART

Re: Considering approval to submit an application for full membership with CALSTART, a clean transportation consortium for an annual membership of \$7,950.

7. National Motocross Championship Qualifier Race Proposal

Re: Considering approval of the National Motocross Championship Qualifier Race proposal for April 5-7, 2019, with 2X Promotions at the OHV Park and overnight camping for the event.

8. **Authorization of Street Closure for the Porterville City Library's Dr. Seuss Birthday Event**
Re: Considering approval of the temporary street closure of Thurman Avenue between Hockett Street and Division Street from 1:00 PM to 5:00 PM on March 2, 2019.
9. **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

10. **Consideration of Approval of a Minor Conditional Use Permit for Eddie's Doghouse**
Re: Consideration of a Resolution approving Minor Conditional Use Permit (2019-003-C) to allow the use of a dog grooming establishment in the DR-N (Retail-North of Olive) Zone at 75 N. Main Street.

SCHEDULED MATTERS

11. **Consideration of Appointment to the Arts Commission**
Re: Considering the appointment of an individual to serve on the City's Arts Commission.
12. **Consideration of Partnership with Sierra View Medical Center for Proposed 2019 Farmers Market**
Re: Consideration of the City's partnership with Sierra View Medical Center for the proposed 2019 Farmers Market.
13. **Consideration of Draft Ordinance to Amend Municipal Code Chapter 15, Article IX: Massage Businesses and Practitioners**
Re: Consideration of Draft Ordinance to amend licensing 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 March 5, 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 19, 2019

SUBJECT: 1. Wall of Fame Designations

SOURCE: Parks and Leisure Services

COMMENT: On an annual basis, the City of Porterville's Wall of Fame selections are announced. The Wall of Fame is a section of the hallway within the Heritage Center, located at 256 East Orange Avenue. Those who are honored are recognized for their significant efforts and services to the Porterville community.

Each City Council Member may select one honoree annually. Honorees must have lived in the Porterville area for a minimum of fifteen (15) years. The honoree may not currently be serving as an elected official. The Wall of Fame honorees for 2019 are as follows:

Mayor Flores- Denise Marchant
Vice Mayor Ward- Jim Kusserow
Council Member Peñaloza- Grace Muñoz-Rios
Council Member Reyes- Raymond Camarena
Council Member Stowe- Doug Webb

The 2019 honorees will be inducted into the Wall of Fame at a ceremony on March 22, 2019, at 3:00 p.m. at the Heritage Center.

RECOMMENDATION: Information only

ATTACHMENTS: 1. Wall of Fame Honorees

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

City of Porterville Wall of Fame Honorees

Carmen Martinez Eoff	2007	Michael R. Garcia	2017
Frank “Buck” Shaffer	2007	Bob Perez	2017
Edward B. “Ted” Cornell	2008	Jim Winton	2017
Jim Maples	2010	Richard B. Hatfield	
2018			
Roy Rockholt	2010	Todd ‘Hoss’ McNutt	
2018			
James Cone	2011	Teddy Wong	
2018			
Mona Gauger	2011		
Brett Land	2011		
Forrest ‘Doc’ Mock	2011		
Alice Seal	2011		
Estha Mae Hinton	2012		
Teresa Jackson	2012		
William Rogers	2012		
Orlin and Louise Shires	2012		
Waltraut Wilson	2012		
Mary Hamner Baker	2013		
Robert Decker Christenson	2013		
Cyrille Faure	2013		
Vivian Josten Lucey	2013		
Emogene McCullar	2013		
George Overcash	2013		
Clara Wilcox Rutherford	2013		
Lester James Hamilton	2014		
William ‘Bill’ Horst	2014		
Guy Huffaker	2014		
Marlene Marquez	2014		
Monte Moore	2014		
Theodore Ensslin	2015		
Pete V. McCracken	2015		
Myron Wilcox	2015		
Gilbert Yniguez	2015		
Judith A. Gibbons	2016		
James E. Howell	2016		
Philip D. Hunter	2016		

Judge Glade F. Roper	2016
Steven E. Tree	2016
Elva Beltran	2017
Joseph Faure, Jr.	2017



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: 2. Water Conservation Phase IV Status Update

SOURCE: Public Works

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of January 2019 shows that there was 8 Notice of Violations and 14 Administrative Citations issued for water wasting.

Water production for January 2019 shows a 10% decrease from the 5-year average. The production for the month of January 2019 was 169 million gallons, which when compared to the production for the month of January 2013 of 200 million gallons, equates to a 15.58% decrease. Residential consumption for January 2019 was 63 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through January 2019. Porterville's cumulative total production conservation through January 2019 is 22.91%. The cumulative total of GPCD

for the City of Porterville's conservation efforts will reflect June 2015 through January 2019. Porterville's cumulative total GPCD conservation through January 2019 is 25.3%.

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

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

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

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Monthly Production Status January 2019
 2. Monthly Production Status GPCD January 2019
 3. Drought Response Phase IV Flyer

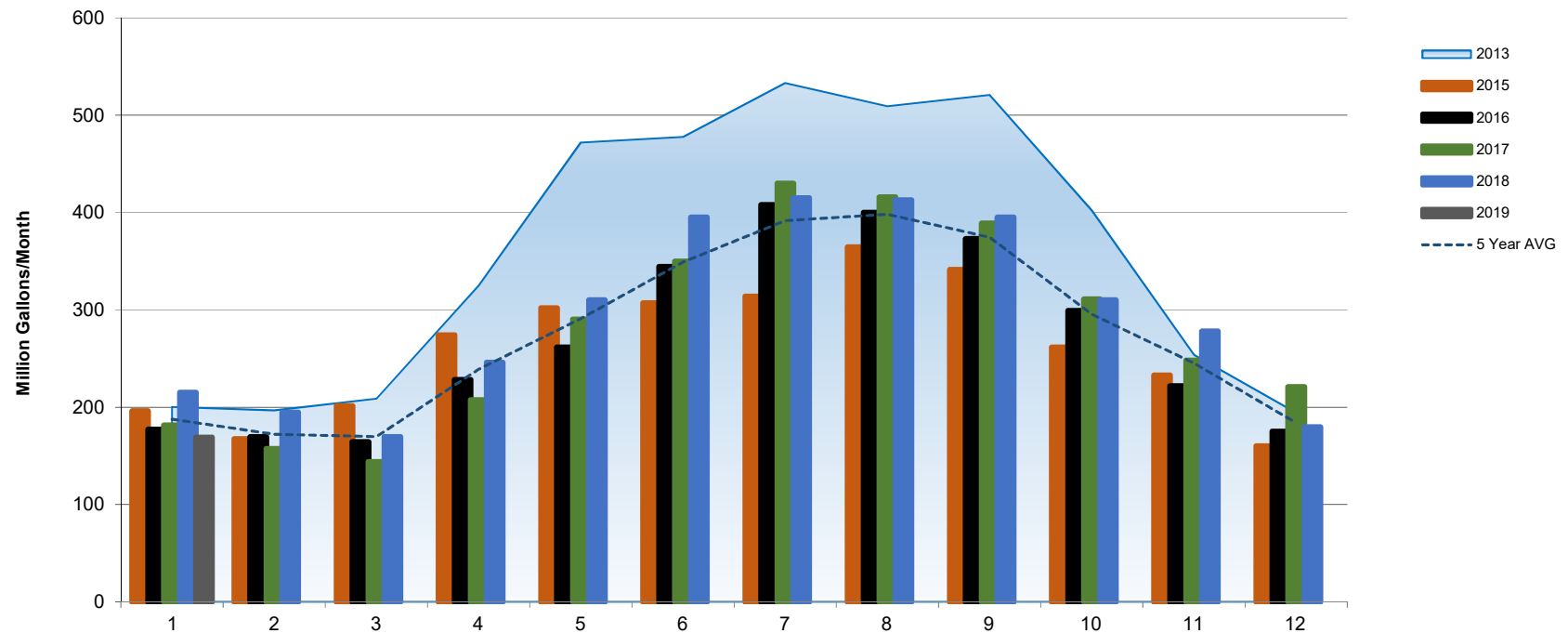
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Monthly Production Status & Cumulative Total June 2015 Through January 2019 Production Comparison to 2013 & 5 Year Average

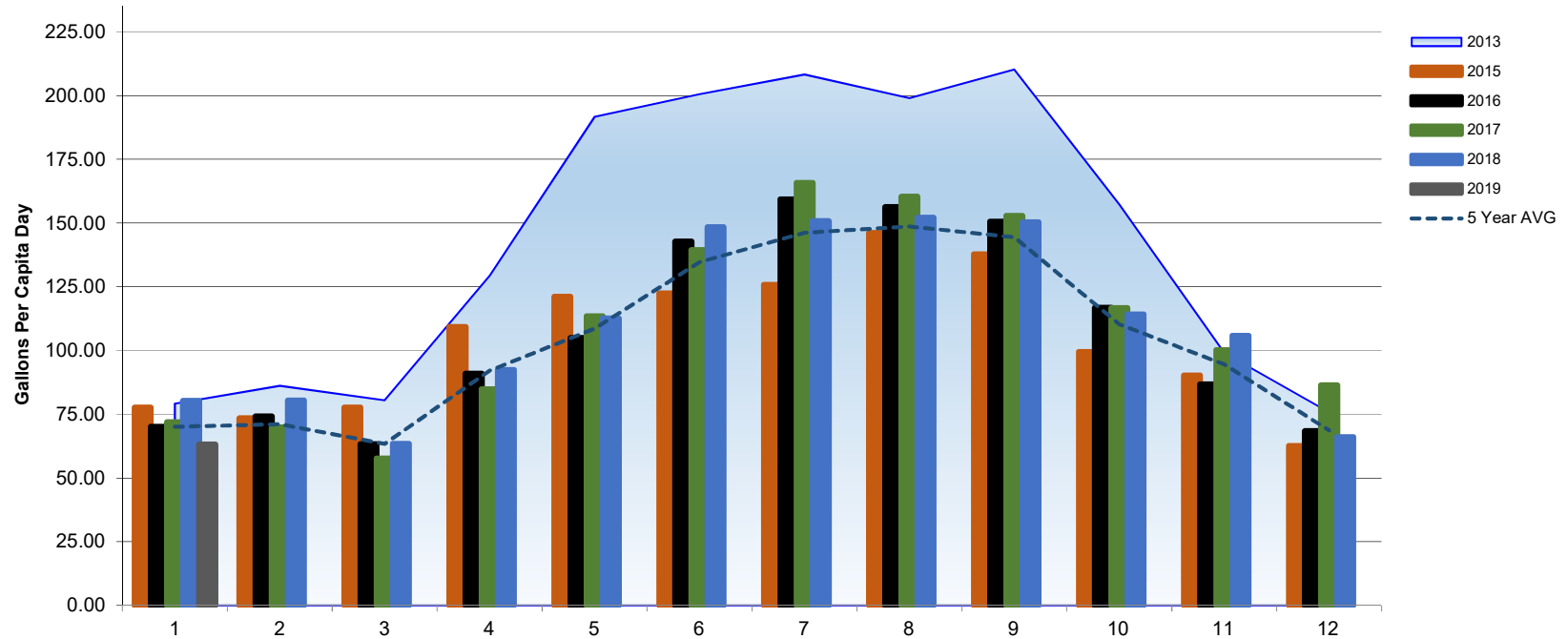


Production Cumulative Total 22.9%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	7%	-1%	-19%	-24%	-34%	-17%	-22%	-19%	-24%	-23%	10%	-7%
2019	-16%											

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
January 2019 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 25.3%

	2015	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
	2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%											

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: City Council Minutes of December 4, 2018

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of December 4, 2018 for the Council's consideration.

RECOMMENDATION: That the Council approve the draft Minutes of December 4, 2018.

ATTACHMENTS: 1. Draft Minutes 12-4-18

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 4, 2018, 5:30 PM**

Called to Order at 5:31 p.m.

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

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 140 South C Street, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis. Employee Organizations: All Unrepresented Management Employees.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. City of Porterville, Tulare County Superior Court Case No. VCU271986.

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

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

6:43 P.M. RECONVENED OPEN SESSION AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

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

Pledge of Allegiance Led by Council Member Cameron Hamilton
Invocation -- a moment of silence was observed.

PRESENTATIONS

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

AB 1234 REPORTS

None

STAFF INFORMATIONAL REPORTS

- City Manager Lollis reported on Tulare County Board of Supervisor's action to affirm lease with Cornerstone Partners for development at Main Street and Olive Avenue.
- At the request of Council Member Hamilton, Administrative Services Director Hildreth reported that her daughter, Regan "The Frog" Hildreth, who swims competitively, was currently ranked in the top ten nationally in 50 yard and 100 yard Breaststroke.

ORAL COMMUNICATIONS

- Yesenia Tellis spoke in favor of dispensaries as a source of revenue that could benefit the City; and requested that the City put a measure to the vote of the people.

CONSENT CALENDAR

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

Council Member Monte Reyes noted a conflict pertaining to Item No. 5 and indicated that he would be abstaining from voting on that item.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve Items Nos. 1 through 8 with the noted abstention of Council Member Reyes from Item No. 5. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF NOVEMBER 6, 2018

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

Documentation: M.O. 01-120418

Disposition: Approved.

2. REQUEST AUTHORIZATION TO PURCHASE 5 ELECTRIC UTILITY VEHICLES FUNDED BY SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT GRANT

Recommendation: That the City Council:

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

Documentation: M.O. 02-120418

Disposition: Approved.

3. AWARD OF CONTRACT - COMPRESSED NATURAL GAS (CNG) REFUSE VEHICLES

Recommendation: That City Council:

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

Documentation: M.O. 03-120418

Disposition: Approved.

4. AMENDMENT TO PATRICIA J. HAYES AGREEMENT FOR THE TRANSIT ELECTRIFICATION PROJECT

Recommendation: That the City Council:

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

Documentation: M.O. 04-120418

Disposition: Approved.

5. AUTHORIZATION OF STREET CLOSURE FOR THE PORTERVILLE POLICE DEPARTMENT'S SANTA IN THE PARK EVENT

Recommendation: That the City Council authorize the street closure of Main Street between Thurman Avenue and Cleveland Avenue from 5:00 p.m. to 8:00 p.m. for the Porterville Police Department's Annual Santa in the Park event.

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

Documentation: M.O. 05-120418

Disposition: Approved.

6. AUTHORIZATION TO ADD CLERICAL ASSISTANT I POSITION WITHIN THE ADMINISTRATIVE SERVICES DEPARTMENT

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

Documentation: M.O. 06-120418

Disposition: Approved.

7. CANCELLATION OF JANUARY 1, 2019, CITY COUNCIL MEETING

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

Documentation: M.O. 07-120418

Disposition: Approved.

8. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

Documentation: M.O. 08-120418

Disposition: Approved.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Flores spoke of her attendance at the Tulare Kings Hispanic Chamber of Commerce Awards and Installation Dinner, local award recipients, and her participation in the Children's Christmas Parade.
- Council Member Hamilton lauded the Children's Christmas Parade and congratulated Council Member Elect Daniel Peñaloza (District 1).
- Council Member Reyes spoke of his participation in the parade and expressed gratitude to the community for supporting the event.
- Council Member Hamilton playfully pointed out that the City Council had not yet been invited to ride the new ladder truck in the parade or otherwise.
- Vice Mayor Ward stated that he was disappointed that there was no bike race and that he was grateful for rain; congratulated Daniel Peñaloza for his election victory; and spoke of new Burton School District Superintendent Sergio Mendoza.
- Mayor Stowe spoke of his absence at the Christmas Parade, a basketball tournament named in his honor at Porterville College, and reminded everyone of the reason for the season. He

cautioned everyone to beware of black ice, and announced a City Council meeting on Monday.

- City Manager Lollis recognized Fire personnel who worked the Camp Fire; thanked Donnie Moore and Sarah Weaver for their efforts to organize the East Porterville Water Project employee appreciation dinner; spoke of upcoming Navigation Center meeting and 1st Friday Coffee; and extended an invitation to the City Employee Christmas Luncheon.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 7:20 p.m. to the meeting of December 10, 2018.

Luisa M. Zavala, Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Authorization to Purchase Park Amenities through CDBG Funds by Negotiation

SOURCE: Parks and Leisure Services

COMMENT: In accordance with the City's Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87, staff hereby requests approval to negotiate the purchase of the following park amenities. Purchases will be made from companies that are members of government discount purchasing programs, including US Communities and National Purchasing Partners.

<u>Item description:</u>	<u>Cost not to exceed:</u>
Fabric shade for pool waiting line area	\$45,000
Zalud Park playground zip line	\$35,000
Concrete ping-pong table & bench for Zalud Park	\$18,000
2 small picnic shelters for Zalud Park	\$15,000/each
2 bike racks for Zalud & Murry Parks	\$1,500/each

The purchase of these items are contingent upon current and future funding allocations available through the Community Development Block Grant (CDBG) funds designated for public facilities and improvements specific to Murry and Zalud Park. Staff will seek at least three (3) quotes for each item to be purchased from qualified sources. Cost includes installation and mandatory prevailing wage. At its meeting on February 7, 2019, the Parks and Leisure Services Commission recommended to Council the approval of the list of amenities.

RECOMMENDATION: That the City Council authorize the purchase by negotiation of the park amenity items listed and authorize payment for said items upon satisfactory delivery and installation.

ATTACHMENTS: 1. Proposed Items for Purchase

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

CDBG POTENTIAL PROJECTS





CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Authorization for Transit Bus Engine Repair

SOURCE: Public Works

COMMENT: Vehicle #8193, is an active transit bus and has experienced significant engine failure and requires an engine overhaul. This vehicle is powered by a Cummins compressed natural gas (CNG) engine and must be repaired or replaced by a certified CNG service center. The bus has approximately five (5) years of remaining active service life, and is necessary for the transition to electrification of the City's Transit fleet over the next year.

Staff is requesting authorization to utilize Cummins Pacific, which is the nearest CNG engine service center, to perform the required engine overhaul at an estimated cost not to exceed \$20,179, (inclusive of all parts, taxes, labor, including a 10% contingency). Funds are available in the Transit Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$20,179, (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Bus 8193 Repair Estimate

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



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

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

INVOICE NO
ESTIMATE
REMIT TO: P.O. Box 848731 Los Angeles, CA 90084-8731

BILL TO

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

RAFAEL BAEZ - 559 782-7597

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
04-FEB-2019 10:45AM		13-JUL-2015	ISL G CM2180		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		04-FEB-2019	73794642		TRANSMARK
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
194970					8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG6FC084057					
COMPLAINT		QUOTE TO OVERHAUL ENGINE					
1	0	5348546RX		HEAD,CYLINDER	DRC	2,808.37	2,808.37
1	0	4933818D		HEAD,CYLINDER	CLEAN	437.50	437.50
-1	0	4933818D		HEAD,CYLINDER	DIRTY	437.50	- 437.50
1	0	5472934		KIT,PMM PISTON UPGRADE	CECO	2,068.52	2,068.52
1	0	5454721RX		KIT,TURBOCHARGER	DRC	1,828.70	1,828.70
1	0	3802678D	ORDERED ITEM	5355835RX DRC			
1	0	3802678D		TURBO,HX35W	CLEAN	250.00	250.00
-1	0	3802678D		TURBO,HX35W	DIRTY	250.00	- 250.00
1	0	4955484NX		KIT,EXH RCN VALVE	DRC	678.06	678.06
1	0	4946046D		VALVE, EGR ISC/L 07	CLEAN	62.50	62.50
-1	0	4946046D		VALVE, EGR ISC/L 07	DIRTY	62.50	- 62.50
1	0	3945917		SET,MAIN BEARING (STD)	CECO	213.53	213.53
1	0	4983588		PUMP,LUBRICATING OIL	CECO	289.24	289.24
1	0	3886396		6.2 CALIBRATION FLT REG.	CECO	95.00	95.00
1	0	5397343		VALVE,FUEL SHUTOFF	CECO	822.89	822.89
1	0	5443707		GASKET,CONNECTION	CECO	6.37	6.37
1	0	145582	ORDERED ITEM	3992092 CECO			
1	0	3933070		SEAL,O RING	CECO	4.00	4.00
1	0	3933070		SEAL,O RING	CECO	13.53	13.53
1	0	3933071		SEAL,O RING	CECO	13.59	13.59
1	0	3933072		SEAL,O RING	CECO	13.49	13.49

Completion date : 05-Feb-2019 10:43AM. Estimate expires : 06-Mar-2019 10:43AM.

Billing Inquiries? Call (877)480-6970

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

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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

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

INVOICE NO

ESTIMATE

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

BILL TO

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

RAFAEL BAEZ - 559 782-7597

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194970					8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG6FC084057					
1	0	3933073		SEAL,O RING	CECO	13.49	13.49
1	0	3929159		SCREEN	CECO	23.45	23.45
1	0	3976948		SEAL,O RING	CECO	24.45	24.45
1	0	3976949		SEAL,O RING	CECO	12.32	12.32
1	0	4935693		SEAL,O RING	CECO	8.92	8.92
1	0	4935694		SEAL,O RING	CECO	9.06	9.06
1	0	3867648		SEAL,O RING	CECO	5.50	5.50
1	0	4990721		SEAL,O RING	CECO	9.52	9.52
2	0	4076823		SEAL,RECTANGULAR RING	CECO	15.58	31.16
8	0	70520G		1 GA PREMIUM BLUE GEO	P2-	15.95	127.60
12	0	ZXEDRU1		ANTIFREEZE RED	VALVOLINE P2-OTHER	15.44	185.28
1	0	3163087		LUBRICANT	CECO	27.60	27.60
1	0	3164067		SEALANT	CECO	18.33	18.33

PARTS:	9,351.97
PARTS COVERAGE CREDIT:	0.00 Cf
TOTAL PARTS:	9,351.97
SURCHARGE TOTAL:	0.00
LABOR:	8,247.40
LABOR COVERAGE CREDIT:	0.00 Cf
TOTAL LABOR:	8,247.40
MISC.:	0.00
MISC. COVERAGE CREDIT:	0.00 Cf

Completion date : 05-Feb-2019 10:43AM. Estimate expires : 06-Mar-2019 10:43AM.

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194970					8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1	N9MNALG6FC084057				

TOTAL MISC.:

0.00

LOCAL
STATE

184.70
561.12

Completion date : 05-Feb-2019 10:43AM. Estimate expires : 06-Mar-2019 10:43AM.

Billing Inquiries? Call (877)480-6970

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BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 17,599.37

TOTAL TAX: 745.82

TOTAL AMOUNT: US \$ 18,345.19

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Authorization to Advertise for Bids - Abatement Services & Vacant Property Board-Up Contract

SOURCE: Fire

COMMENT: The Fire Department is developing a Request for Proposals (RFP) for weed abatement and vacant property board-up services. The Fire Department is recommending a three (3)-year, non-renewable period of performance and would like to advertise for proposals in March 2019. Proposals would then be brought forward to the Council for consideration to award a contract no later than April 2019. This schedule allows sufficient time for the assignment of properties to the weed abatement contractor by the end of April 2019. Both the Municipal Code and California Fire Code require property owners to abate fire hazards, including weeds on their properties. The weed abatement program provides a tool for the City to abate hazards when the property owner fails to do so. When the City of Porterville takes action to abate weeds from private property, the property owner is charged for the cost of abatement, in addition to a fifty percent (50%) administrative fee.

The Fire Department will continue to utilize the Administrative Citation process defined in the City of Porterville Municipal Code, Chapter 2, Article XIV, Section 2-144, Violations, Penalties and Enforcement. Consistent with this section, property owners could receive citations in the amounts of \$100, \$500 and then \$1000 for failure to abate weeds within specified time frames. Properties that still require abatement after assessment of such fines are assigned to the abatement contractor, with all subsequent costs, including the administrative fee, being the responsibility of the property owner.

RECOMMENDATION: That the City Council authorize staff to advertise for bids for weed abatement and board-up services.

ATTACHMENTS: 1. Draft 2019 Fire Prevention Weed Abatement RFP

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
STATE OF CALIFORNIA
NOTICE INVITING SEALED BIDS
BID NO. _____

SEALED PROPOSALS will be received by the Purchasing Agent in the City Hall, 291 N. Main Street, Porterville, CA, until 2:30 p.m. on March 22, 2019, at which time said bids will be opened and read aloud for furnishing labor, materials and transportation necessary for:

FIRE PREVENTION
WEED ABATEMENT SERVICES & VACANT PROPERTY BOARD UP

Instructions to Bidder, specifications and proposal forms may be obtained at City Hall, 291 N. Main St., Porterville, CA 93257. No bid will be received unless it is made on a proposal form furnished by the City.

The City retains the right to reject any or all bids, to waive any informality or irregularity and to sit and act as sole judge of the merits and qualifications of each service offered, and to award in any manner which is more favorable to the City.

Any contract entered into pursuant to this notice will incorporate only the applicable provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Porterville address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

As per SB854, passed by California State Senate on June 20, 2014, contractors and subcontractors will now be required to register with the California Department of Industrial Relations (DIR). A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the

basis of race, color, national origin, ancestry, handicap, gender, sexual orientation, or religion in any consideration leading to the award of contract.

Any contract entered into pursuant to this notice will incorporate provisions of the State Labor Code. No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination.

Dated at Porterville, California, this 21st day of February, 2019.

By: Maria Bemis
Purchasing Agent
City of Porterville, California

Publication Dates: February 22, 2019, March 1, 2019, and March 8, 2019.

INSTRUCTIONS TO BIDDERS
BID NO. 16/17-AC1858
WEED ABATEMENT SERVICES

- A. All information requested of the contractor shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- C. Corrections and/or modifications received after the closing date will not be accepted.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space (s) by an authorized officer or employee of the bidder.
- E. Bids must be submitted by the closing date, or prior to the time specified, to be considered. Telephone or facsimile bids will not be accepted.
- F. It is the sole responsibility of the bidder to see that their bid is submitted in the proper time. Postal delivery to Porterville may take one week or longer. Any bids received after the closing date shall be returned, unopened, to the bidder.

BID DUE DATE: December 8, 2016

- G. Submit bid only in a sealed envelope with the bid number and closing date on the outside of the envelope.
- H. Prices submitted by contractor are considered accurate and cannot be withdrawn after the bid is closed.
- I. Upon submission of bid documents, all such documents shall become the property of the City of Porterville.
- J. Provide any other information not specifically requested which may be considered by the Purchasing Agent. However, the Purchasing Agent is not obligated to consider any information not specifically requested in this Request for Proposal.
- K. The City shall not be responsible for any error or omission in the bid proposal.
- L. The words "Bidder," "Vendor," "Supplier," and "Contractor," are used interchangeably throughout this proposal, and are used in place of the person, firm, or corporation submitting a bid on these specifications, or any part thereof.

GENERAL CONDITIONS
BID NO. 16/17-AC1858
WEED ABATEMENT SERVICES

The City of Porterville is requesting sealed bids for fire prevention weed abatement services at various locations in the City. Proposals are to be submitted on the form provided and returned to the Purchasing Agent, 291 N. Main Street, Porterville, CA 93257, on or before **2:30 p.m., on December 8, 2016.**

INFORMATION

This request for proposal is being issued by the City of Porterville Purchasing Division. Unless otherwise directed, all communications regarding this request for proposal should be directed to Maria Bemis, Purchasing Agent, at (559) 782-7451.

Any revisions to the request for proposal will be issued and distributed as addenda. Except as provided herein, bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request for proposal. Failure to adhere to this policy may be grounds for rejection of bids.

LICENSING

Successful bidder shall possess a current City of Porterville business license. Fee is based on gross receipts for all business transactions in the City of Porterville. For additional information, contact the business license clerk at (559) 782-7457.

EVALUATION AND AWARD

The City of Porterville reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bid or the bidding process. The City retains the right to make an incidental order for similar services from another contractor when circumstances warrant. The City further retains the right to combine various bid items; to purchase separate items from any bid when price and terms quoted are more favorable to the City; and to make a final selection and award for any reason deemed to be in the best interests of the City of Porterville. The Purchasing Agent shall, in all instances, be the final judge in evaluation and award of contract.

Award of contract, if it be awarded, will be to the lowest responsible bidder whose bid best complies with all the requirements described. All bids will be evaluated for overall cost by using the Sample Parcel List provided as Attachment A. The award, if made, will be made within sixty (60) days after the opening of bids. Bids must be held good a minimum of sixty (60) days from bid closing date. Bidder agrees and so stipulates in submitting this bid, as though stated therein, and in any subsequent award of contract that:

- A. Contractor is an independent contractor, not an employee, agent, or officer of the City.

- B. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
- C. Should Contractor be awarded contract, Contractor shall not assign contract, or any part thereof, or any monies due or to become due thereunder without prior consent of the City.
- D. Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the Contractor, its consultants, subcontractors,, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
- E. Contractor shall hold the City harmless from liability of any nature or kind including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
- F. Contractor warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the Contractor, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the City in procuring on open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.
- G. Contract shall be in the form of a City of Porterville Purchase Order and attachments of Notice Inviting Bids, Instructions to Bidders, General Conditions, Specifications and Bid Proposal shall be a part thereof as though set forth therein.

COMPLIANCE AND EXCEPTIONS

Failure on the part of the bidder to comply with all requirements and conditions of the Invitation for Bid and this specification may subject the bid to rejection. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder as an exception with a detailed statement completely defining the exception(s). If no exceptions or deviations are shown, the bidder will be required to furnish services exactly as specified herein. The burden of compliance with this specification will be the responsibility of the bidder. Any bid exceptions or additional conditions requested after the bid closing, which are not detailed within the bid response, will automatically be denied.

INSURANCE

Successful bidder shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with, the performance of the work hereunder by the provider, its agents, representatives, or employees. Such insurance shall include General Liability, Automotive Liability and Employer's Liability with combined single limits of not less than One Million (\$1,000,000) Dollars and Worker's Compensation with statutory limits. The comprehensive general liability policies are to contain or be endorsed to name the City of Porterville, its officers, officials, employees and agents as additional insured's respecting liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Labor and material proposals submitted on this form shall be subject to the provisions of Section 1700, California Labor Code, as specified by Section 3700, California Labor Code, which requires Worker's Compensation Insurance to be provided by the contractor. Said Worker's Compensation policy shall be endorsed to include a waiver of subrogation against the City, its officers, officials, employees and agents.

CONTRACTOR REQUIREMENTS

The Contractor shall be continuously and regularly engaged in the business of providing fire prevention weed abatement services called for in this bid. Weed abatement for the City of Porterville will be "priority work" for the successful contractor. Where possible, "request for plow down" will be grouped in sufficient quantities for the practical move-on of the contractor's equipment. May 1 through June 30 is the peak workload period. **Contractor must have sufficient equipment and employees to complete the bulk of the work by July 1.** Should the prime contractor not be able to complete weed abatement assignments within ten (10) working days after assignment, lots will be assigned to the second lowest bidder, third lowest bidder, etc., in that order, as the Fire Chief deems necessary to prevent fire hazard.

In 2016 the City assigned eighty-six (86) parcels for weed abatement. Parcels ranged in size from less than one (1) acre, to just over ten (10) acres. The majority of parcels were less than one (1) acre and up to two (2) acres.

SAFETY

All labor performed, and materials and equipment used in performance of this contract shall be in full compliance with safety orders, regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act, and Cal-OSHA. While performing work, contractor shall have immediate access to the following equipment necessary to extinguish grass fires caused by contractor's weed abatement work: One (1), 2A-10BC fire extinguisher for equipment; one (1), 2- ½ gallon pressurized water extinguished (or

equivalent); and one (1), shovel. All equipment **shall** be inspected and approved by the Fire Department prior to use. At no time during the course of the contract may any equipment be substituted or deleted without the prior approval of the Fire Department. The safety equipment may include a cellular phone or mobile radio. Final decision as to required safety equipment rests solely with the City of Porterville Fire Marshal or his designated representative.

COMMUNICATION

Contractor must maintain a communication device such as a cellular phone or pager, so that contractor can be contacted from 8:00 a.m. through 5:00 p.m., Monday through Friday. Contractor is responsible for the costs associated with the communication device.

MATERIALS

Contractor shall furnish and use, at his own expense, all materials, labor, tools, equipment and transportation necessary to provide contractual Fire Prevention Weed Abatement.

HAZARDOUS WASTE

Contractor shall notify the Code Enforcement Officer immediately if any hazardous materials are found on site.

DUST ABATEMENT

Contractor may be required to furnish labor, equipment, and the means to carry out effective measures wherever and as often as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying buildings in the vicinity. The contractor shall be responsible for any damage resulting from any dust originating from his operations.

NOISE LEVELS

Contractor shall comply with the City of Porterville Municipal Code, Section 18-90.4, Exterior Noise Standards. The City of Porterville Municipal Code can be found at <http://www.ci.porterville.ca.us/>.

HAULING RESTRICTIONS

The contractor shall comply with all restrictions when hauling material. Load restrictions on roads are identical to the State of California Department of Motor Vehicles load restrictions.

TERMINATION OF CONTRACT

The City reserves the right to terminate this agreement with thirty (30) days advance written notice.

TERM OF CONTRACT

The contract is for a three (3) year period commencing on award of the bid.

ADDITIONAL ITEMS

The City reserves the right to negotiate with the successful contractor to add additional items to the contract as deemed necessary. All such additions shall be by written amendment signed by both parties.

REFERENCES

Bidder shall furnish a list of a minimum of three (3) references for which he/she has provided similar services.

SPECIFICATIONS
BID NO. 16/17AC-1858
WEED ABATEMENT SERVICES

In this invitation to bid the City of Porterville is requesting proposals for the performance of weed abatement services. Terms of the required work are as follows:

FIRE PREVENTION WEED ABATEMENT

The fire prevention weed abatement period normally begins on or about April 1st with City owned parcels to be completed by April 30th. Privately owned parcels will be assigned throughout the remainder of the contract period a target completion date of ten days from the date of issue for each work order. The Porterville Fire Department shall prepare a work order for each parcel of land to be abated and shall determine what work shall be done on each lot including disking, mowing or shredding, and the amount of handwork or solid waste removal required. No job shall be started without a work order. Once a work order has been issued to the Contractor, work shall be completed within ten (10) working days. If the Contractor fails to meet time requirements set forth by this contract the Contractor may be excluded from the next work order issued which could be assigned to the next lowest bidder. The Contractor shall be responsible for taking "before" and "after" photographs of each job site for the purpose of file documentation and to substantiate billing of the weed abatement costs to the property owners. Photographs shall clearly depict the site before weed abatement is performed and after completion of weed abatement. Photographs shall clearly depict the volume of debris and or trash being removed from the site. Contractor must submit such photographs of each job with the completed work order. All receipts for dump fees must be submitted with photographs and the completed work order for reimbursement. In no instance will a work order be approved for payment without the required photographs, documentation and a final inspection of the job site by the Fire Department.

All weeds must be destroyed on the designated property by means of a disking and/or mowing/shredding operation and may include the use of hand tools, small mowers, weed eaters and manual removal. The primary method of removal will be disking unless otherwise specified by the Fire Department. All clippings and other residue generated by weed, rubbish and litter abatement shall be removed from the premises and properly disposed of. Curbs, gutters and sidewalks shall be left free from clippings, dirt and debris. All equipment shall be operated at such speed as to minimize dust. The entire operation shall be conducted in such a manner that inconvenience to adjacent residents shall be kept to a minimum.

General Requirements

1. Disking. The property shall be disked to sufficient depth and sufficient passes, with cross disking done, to place all grass, weeds or growth lying on the premises beneath the soil surface. No combustible material shall be left exposed. Disking shall be within twelve inches (12") of fences, curb lines, sidewalk structures, trees or other improvement. Balance of weeds are to be removed by either mowing/shredding or handwork as directed and assigned by the Fire Department. When, in the opinion of the Fire Department, disking is

impractical or would prove unsatisfactory, weeds shall be mowed or shredded.

2. Mowing/Shredding. Weeds shall be cut to within two inches (2") of the finished soil surface. All trimmings must be removed from the property.
3. Handwork. Weeds may be required to be cut and removed by hand whenever impractical to do so by disking and/or mowing/shredding. The determination as to the necessity of handwork shall be at the discretion of the Porterville Fire Department.
4. Curb Lines, Sidewalks, Gutters and Fence Lines. Occasionally, it will be necessary to clear sidewalks and gutters of dirt and debris, and fence lines and curb lines of weeds without disking. This work may be assigned by the Fire Department as either mowing/shredding, or handwork.
5. Tumbleweeds. The disking of tumbleweeds will be permitted. The burning of tumbleweeds may be allowed if pre-approved by the Fire Department. Burning must be done on a permissive burn day and a valid burn permit must be obtained by the contractor from the San Joaquin Valley Air Pollution Control District (SJVAPCD) (1-800-665-2876). In the event that the SJVAPCD issues a burn permit, the tumbleweeds must be stacked and the piles inspected by the Fire Department prior to burning. Additionally, Contractor must notify the Fire Department dispatch center at 559-782-7400 prior to ignition.
6. Rubbish and Litter Removal. All rubbish and litter shall be removed and hauled away by the contractor. All debris shall be properly disposed of.
7. Residential Property. Occasionally it is necessary to abate weeds on property containing vacant houses or other structures. This will normally be accomplished by a mowing/shredding operation and handwork. Payment for such work will be determined using the payment schedule and/or handwork as set forth in this bid proposal, with Fire Marshal approval if not accessible to tractors. The Porterville Fire Department may ask the contractor to quote this work on a case-by-case basis.
8. Ditch Banks. Ditch banks and areas which cannot be abated by any other practical means must be brought to the Fire Marshal's attention to determine "alternate means" for abatement.
9. Firebreaks. Large parcels of property consisting of five (5) acres of more may be abated by firebreaks at the discretion of the Fire Department. A firebreak will consist of a thirty foot (30') wide border disked around the property as well as thirty-foot (30') wide cross breaks, as directed by the Fire Marshal. If the property borders a roadway, that firebreak shall be fifty feet (50') from the roads edge.
10. Inspection. The Porterville Fire Department shall inspect each job, prior to and after completion of work. After the initial inspection, a work order shall be provided to the contractor defining the required work to be completed. After completion the contractor

shall request a final inspection by the Fire Department.

11. Method of Payment. The contractor may meet with the Porterville Fire Department representative at the job site during the final inspection. The site shall be inspected to ensure that the work has been completed and is acceptable to the Fire Department representative. The Contractor shall submit the signed work order, required DIR forms and photos of the job site, both before and after the work was completed, along with any landfill receipts for solid waste disposal to the Fire Department. Payment in full will be made in not less than ten (10) nor more than thirty (30) working days, after receipt of invoice. All acreage, square footage and units of haul for debris removal indicated on the work order will be final for payment purposes.

12. Definitions:

Terms	Definitions
City Property	Property that is owned by the City of Porterville or it's political subdivisions, includes property that is owned directly by the city or political subdivision and property that is owned indirectly through a nonprofit corporation or another entity that is owned or controlled by the city or political subdivision.
Commercial Property	Real estate approved and designed for retail or wholesale trade, hotel, restaurant, offices, clinics, warehouses, light manufacturing, and other such uses but not for residential purposes.
Contiguous Parcels	Contiguous Assessor Parcels under same ownership shall be considered as one (1) parcel. Parcels located next to each other that can be accessed by disking and plowing equipment without having to re-locate the equipment.
Curb Lines	The boundary between a roadway and a sidewalk area.
Disking	Turning or plowing of the soil through the use of a tractor and implement so as to cut into and break up the soil and turn the soil over to an approximate depth of 10 inches and bury vegetation residue leaving a semi smooth surface.
Ditch Banks	The rising ground bordering a waterway.
Fence Lines	A fence built along a boundary or property line.
Firebreaks	An area of land that has had plants and trees removed to stop the spread of a fire. A firebreak will normally consist of a thirty foot (30') wide border disked around the property's perimeter as well as thirty foot (30') wide cross breaks, as directed by the Fire Marshal.
Gutters	A channel at the side of a street for carrying off rainwater.
Handwork	Work done by hand or with hand tools, including powered hand tools, including; Shovels, Rakes, Pruners, Loppers, Hoes, Weed whip, Hatchets, Axes, Machete, McLeod, Hand Saws, Chain Saws, Weed Eaters, and Blowers.
Implements	Three (3) point disk, drag disk, flail mower, rotary mower, bucket, grapple.
Mower	Motorized push mower, motorized self-propelled mower, motorized riding lawnmower.

Mowing	To cut grass with a mower within two inches (2") of finished soil surface. All trimmings must be removed from the property.
Parcel	A piece of property identified with a unique Assessor's Parcel Number assigned by Tulare County. Roads, paths, or public ways, may cross a parcel.
Private Property	Any land owned by individuals or corporations other than the government.
Residential Property	A building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for use as a dwelling; land that forms part of a garden or grounds of a building suitable for use as a dwelling.
Right of way	A strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer or other similar use.
Rubbish	Waste material, discarded household items, construction debris; general refuse or litter.
San Joaquin Valley Air Pollution Control District	(SJVAPCD) Local air pollution control district with jurisdictional authority to develop plans and implement control measures in the District area.
Shredding	To cut or tear into small pieces, especially small strips to within two inches (2") of the finished soil surface. All trimmings must be removed from the property.
Sidewalks	Paved path for pedestrians at the side of a road.
Stump Grinder	Motorized tool designed to grind and/or pulverize tree stumps to a level below grade.
Tractor	Two- wheel drive, four-wheel drive, Skid steer, backhoe, dozer.
Tumbleweeds	A plant of dry regions that breaks off near the ground in late summer and is tumbled about by the wind, thereby dispersing its seeds.
Weeds	All undesired plants of rank or profuse growth growing upon streets, alleys, sidewalks or private property in the city and including, but not limited to, any of the following: weeds which bear or may bear seeds of a wing or downy nature; weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent property; weeds which are otherwise noxious or dangerous; poison oak and poison ivy when the conditions of growth are such as to constitute a menace to public health.

BIDDER'S AGREEMENT AND PROPOSAL
BID NO. 16/17-AC1858
WEED ABATEMENT SERVICES

The undersigned bidder, having carefully examined the requirements and provisions for providing fire prevention weed abatement services hereby agrees to perform said work for the City of Porterville, strictly in accordance with the terms and specifications heretofore described.

The undersigned bidder further declares that he/she has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

BIDDER HEREBY PROPOSES TO FURNISH TO THE CITY OF PORTERVILLE, FOR THE TOTAL PRICE LISTED, INCLUDING ALL LABOR, PHOTOS, DOCUMENTS, APPLICABLE TAXES AND CHARGES, THE FOLLOWING SERVICES:

I/We propose to supply labor, supervision, supplies and equipment, as necessary, to provide complete weed abatement services at the locations listed herein, according to the General Conditions and Instructions to, Specific RFP Conditions, General Provisions, Specific Services Requirements and Subsequent addenda of the RFP for the price quoted below.

All measurements will be confirmed by the Fire Department prior to contractor starting work on any parcel. Unit measurements shall be round up to the nearest quarter unit.

CHARGE FOR DISKING (per hour): The charge for disking shall apply for each parcel in which there is a contractor charge for disking as authorized by the Fire Department. Contiguous Assessor Parcels under same ownership shall be considered as one (1) parcel for determining acreage assigned and rate to be charged. Disking shall be charged by the hour. Handwork that includes a fraction of an hour shall be charged to the next closest .25 hour. There shall be in all cases a minimum of 1 hour charge for any single assignment requiring the use of the tractor taking less than one hour to complete.

CHARGE FOR MOWING/SHREDDING (per hour): The charge for mowing/shredding shall apply for each parcel in which there is a contractor charge for mowing/shredding as authorized by the Fire Department. Contiguous Assessor Parcels under same ownership shall be considered as one (1) parcel for determining acreage assigned and rate to be charged. Mowing/shredding shall be charged by the hour. Handwork that includes a fraction of an hour shall be charged to the next closest .25 hour. There shall be in all cases a minimum of 1 hour charge for any single assignment requiring the use of the tractor taking less than one hour to complete.

CHARGE FOR HANDWORK (per hour): The charge shall apply for each parcel in which there is a contractor charge for handwork authorized by the Fire Department. The combined contractor charges on contiguous Assessor Parcels under same ownership shall be considered as one (1) parcel for determining the area assigned. Handwork shall be charged by the hour. Handwork that

includes a fraction of an hour shall be charged to the next closest .25 hour. There shall be in all cases a minimum of a 2 hour charge for any single assignment requiring handwork taking less than two hours to complete.

DUMP FEES: The dump fees associated with the removal of waste of any description shall be reimbursed directly upon submission of a dump receipt from a Tulare County Dump site. All receipts submitted shall include the parcel and/or address/location of the site where the waste was removed.

The charge for rubbish and litter removal shall include equipment, labor, transportation of rubbish and litter to a disposal site, and any and all dump fees. It is the sole responsibility of the Contractor to pay dump fees associated with the disposal of items assigned to a work order.

Item	Description of Services per negotiated agreement	Unit Price (Includes all labor, materials, equipment, transportation and taxes)
A	Tractor operations (minimum charge 1 hour)	/per hour
B	Handwork (minimum charge 2 hours)	/per hour
C	Dump Fees	To be reimbursed

CHARGE FOR BOARD UP: The charge shall apply for each parcel in which there is a contractor charge for board up of a vacant or unsecured structure authorized by the Fire Department. Board up shall be charged by the number of windows, doors, garage doors, or similar openings. Standard rates shall apply for all issued work orders. Emergency callouts for services rendered from 6 p.m. to 6 a.m. and on all City recognized Holidays shall be eligible for an “after hours” charge.

Item	Description of Services per negotiated agreement	Unit Price (Includes all labor, materials, equipment, transportation and taxes)
D	Charge to secure window opening	/per window
E	Charge to secure man door opening	/per man door
F	Charge to secure garage door opening	/per garage door
G	After hours callout charge	

EQUIPMENT (All bidders must complete): List the size and type of equipment to be used. State make, model, year, size, weight and capabilities of each piece of equipment.

Tractors: _____

Discs: _____

Mowers: _____

Hauling Equipment: _____

Loading Equipment: _____

REFERENCES: Bidder must provide at least three (3) references for contracts of comparable size. Include name, address and telephone number:

INSURANCE: Bidder must provide name of insurance carriers:

Liability _____ Expiration Date _____

Property Damage _____ Expiration Date _____

Worker's Compensation _____ Expiration Date _____

Proof of insurance, naming the City of Porterville as an additional insured will be required prior to commencement of work.

SIGNATURE OF AUTHORIZED OFFICER OR EMPLOYEE OF THE BIDDER

Name of Firm

Signature

Address

Name in Print and Title

City

State

Zip Code

Area Code

Telephone Number



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Award of Professional Engineering Contracts for Main Street Reconstruction and Villa Street Reconstruction

SOURCE: Public Works

COMMENT: On September 4, 2018, City Council authorized staff to negotiate consultant service agreements for several capital improvements. Proposals have been received from two (2) local firms for design services for the reconstruction of Main Street between Morton Avenue and Olive Avenue, and Villa Street between Henderson Avenue and Olive Avenue.

QK has submitted a proposal for the reconstruction design of Main Street for an amount of \$315,900. This includes project management, surveying, geotechnical investigation, and construction plans.

4Creeks proposal is for reconstruction design for Villa Street for an amount of \$247,215. This includes project management, surveying, geotechnical investigation, and construction plans.

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute the Consultant Service Agreement with 4Creeks Inc. for the Villa Street Reconstruction Project in the amount not to exceed \$247,215;
2. Authorize the Mayor to execute the Consultant Service Agreement with QK for the Main Street Reconstruction Project in the amount not to exceed \$315,900;
3. Authorize progress payments up to 100% of the agreed upon fee amounts;
4. Authorize a 10% contingency to cover unforeseen costs; and
5. Direct the Finance Director to appropriate funds from Local Transportation Funds.

ATTACHMENTS:

1. QK Proposal - Main Street Reconstruction
2. Main St Reconstruction Location Map
3. 4Creeks Proposal for Villa Street Reconstruction
4. Villa St Reconstruction Location Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



December 17, 2018

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

Subject: Proposal for Design Services for the Main Street Reconstruction Project

Dear Mike:

Thank you for the opportunity to provide design services for the Main Street reconstruction project in downtown Porterville. Main Street is high profile location and we are excited to partner with the City on this endeavor.

Sincerely,

Barry Lindner
Senior Project Manager

Jeffery S. Cowart, PE
VP of Municipal Services
& Quality Control

Garth Pecchenino
VP of Technical Services

Enclosures: Scope of Services and Fee Estimate
Charge Rate Schedule
Updated WBS 12-17-18
Meeting Notes 9-25-18 & 12-5-18

cc: File,

P180598
BL/JC

Scope of Services and Fee Estimate

BACKGROUND

The City of Porterville is revitalizing the downtown area and the Main Street reconstruction project is intended to enhance pedestrian and vehicular circulation and provide a destination for residents and visitors. The City has engaged QK to provide civil engineering services to support that effort.

PROJECT UNDERSTANDING

It is our understanding the City intends on reconstructing Main Street from Morton Avenue to Olive Avenue. The City intends on breaking the project into 4 separate bid packages to accommodate funding. Phase 1 consists of underground facilities and drainage for the entire length of the project. Phase 2 consists of street reconstruction from Morton Avenue to Putnam Avenue. Phase 3 consists of street reconstruction from Putnam Avenue to Olive Avenue. Phase 4 consists of reconstruction of intersections along the corridor to include decorative concrete. The street reconstruction segments will not include work within the intersections only up to the crosswalks, Phase 4 will cover the work within the intersections. The City intends on maintaining the existing decorative crosswalks as is. The initial scoping meeting notes were prepared and reviewed by the City. A work breakdown structure (WBS) was completed and reviewed by the City, and is the basis for the scope of work in this proposal. Both the meeting notes and the WBS are included for reference.

Based on a meeting with the City of Porterville it was agreed the preliminary plan phase of the project will define the scope of work for the construction plans. The preliminary plan phase consists of Tasks 1.0 through 4.0, although Task 1.0 project management spans the entire contract time frame. Phase 1 (Task 5.0) through Phase 4 (Task 8.0) in this proposal represents preparation of construction documents and serve as estimated fees for budgeting purposes. Upon completion of the preliminary plan phase the scope of work for Phases 1 through 4 will be more clearly defined and the fee estimates for those phases will be revisited and finalized with the City. There is some uncertainty in the scope of work due to multiple stakeholder input, so it was agreed the preliminary plan phase will provide the basis for the construction document phases one through four.

APPROACH/SCOPE OF SERVICES

QK will prepare the design plans as outlined in the work breakdown structure and based on this scope of work. QK will coordinate with the City on plan review comments and produce final plans for construction. For the purposes of this proposal Tasks 1.0 through 4.0 represent the project management, preliminary design and due diligence portion of this project. Task 5.0 represents Phase 1 construction defined above. Task 6.0 represents Phase 2 construction defined above. Task 7.0 represents Phase 3 construction defined above. Task 8.0 represents Phase 4 construction defined above.

During Task 4.0-Preliminary Plans, we will review the drainage study prepared by Boyle/KTU+A for the Main Street drainage improvements. However, this proposal assumes that QK will follow the Boyle/KTU+A study and plan in the preparation of the preliminary plan and the construction plans. Any additional work to update the drainage study and the associated plan will be provided through a separate proposal.

For purposes of this proposal, we have assumed that all the existing planters will need to have the irrigation upgraded to the current state MWEL requirements and upgrades to the planting schemes, as well as adding a couple of new planters to for the irises. There are approximately 40 existing large planters and 17 existing small planters.

TASK 1.0 PROJECT MANAGEMENT

- **Kick-off Meeting:** QK will attend and administer one kick-off meeting for each Phase of work (4 total)
- **Progress Meetings:** QK will attend and administer progress meetings for the duration of the design phase. Scope of work assumes approximately one meeting per month or 6 meetings total.
- **City Coordination:** QK will coordinate with City on status of design, plan review comments, discussions with outside entities, changes in scope of work, budgets, project cost estimates and other items that may impact budget or schedule. We will also coordinate with City staff during their preparation of the environmental document as needed to provide project specific information.
- **Project Management:** QK will provide project management throughout the phases of design. Project management includes coordination with City, subconsultants and outside agencies. Project management includes managing project budget, invoices, reimbursables, meeting notes, design changes, meeting attendance, deliverables, and other related functions.

Deliverable:

Meeting minutes, schedules and memo

TASK 2.0 ADDITIONAL TOPOGRAPHIC SURVEY, MONUMENT RESTORATION & RW CONFIRMATION

- **Topographic Survey:** QK will conduct a topographic survey to supplement the existing survey previously completed by the City. City to provide survey control and field notes from topographical survey. Topographic survey will include horizontal and vertical data for design of all 4 phases of the project. Topographic survey will include but not limited to pavement, curbs, gutters, sidewalks, planters, striping, signage, signal equipment, light poles, utility structures, inlets and street appurtenances. Survey will include corridor along Thurman Avenue from Main Street to Third Street then north along Third Street to Morton Avenue for storm drain installation.
- **Monument Restoration:** QK will restore monumentation along Main Street within limits of project and in coordination with City forces. Includes pre-construction corner tie records.
- **Right of Way Confirmation:** QK will conduct a boundary survey and research to establish right of way along project corridor for design, and for potential impact to existing improvements.
- **Utility Coordination:** QK will coordinate with Southern California Edison Electric & Gas, AT&T, Sprint, Verizon and Charter Communications on location of existing facilities within proximity to Main Street corridor. QK will obtain plat maps and as built information for design and coordination.
- **Base Map Preparation:** QK will incorporate the utility information obtained and include with topographic survey to serve as Base Map of the project.

Deliverable:

Boundary & Topographic Survey in CAD (AutoCAD Civil 3D 2017) for design purposes.

TASK 3.0 GEOTECHNICAL INVESTIGATION

Consolidated Testing Laboratories, Inc. (CTL) has performed borings and investigations for proposed pavement designs in the past couple of years on this section of Main Street. QK is partnering with CTL for the preparation of supplemental testing and reporting required for the project design. The geotechnical investigation will include 4 borings to 15' depth near the Porter Slough culvert, 4 borings to 3' depth at various locations, and a pavement design recommendation.

Deliverable:

Geotechnical investigation report with pavement recommendations.

TASK 4.0 PRELIMINARY PLANS

- **Prepare Preliminary Plans:** The preliminary plans for this task will be the basis for the final plan preparation of plans for Phases 1, 2, 3 & 4. The preliminary plans will address storm drainage system, underground facilities improvements, street reconstruction, pavement reconstruction, removal/replacement of existing barrier curb with curb and gutter, traffic signal upgrades, street light upgrades, bollard upgrades, parking, transit pullouts, landscape, irrigation, intersection reconstruction and existing culvert structural backfill. The preliminary plans will establish the basic scope of work including cost estimates to assist the City with making budgeting decisions regarding construction phasing. This Task will encompass the entire project corridor to establish a comprehensive design that will provide continuity and consistency for separate bid packages and phased improvements. QK anticipates the preliminary plans represent 30% PS&E level of design. The preliminary plan phase will provide the basis for Phases 1 through 4 with estimated fees made at this time for budgeting purposes.
- **City Review:** QK anticipates 1 review of the preliminary plans by the City, one meeting to go over review comments to resolve any questions.
- **Plan Revisions:** QK will revise the preliminary plans to address the City review comments and resubmit to the City for review.
- **Streetscape Rendering:** QK will prepare a streetscape rendering to represent the design of the downtown corridor improvements including trees, ground cover, Iris locations, transit locations and appurtenances. QK will also work with the City on the scope of work for the decorative concrete intersections under Phase 4 to including concrete treatments and local artwork enhancements as part of intersection. The city mentioned intersection enhancements in the Phoenix metropolitan area as potential ideas, included with this proposal are images of several of these intersection enhancements.
- **Downtown Merchants Meeting:** QK will assist, attend and present to the Downtown Merchants the Main Street reconstruction project including preliminary designs. QK anticipates much of the focus will be on the streetscape renderings and intersection enhancements.
- **Update Preliminary Plans and Estimates:** Based on the Merchants Meeting and follow up discussions with City staff QK will finalize the preliminary plans and prepare cost estimates for submittal to the City, and to serve as the framework for preparing construction plans for Phases 1, 2, 3 & 4.
- **Storm Drain Main Extension:** Based on meeting with the City, a new storm drain line is proposed to be installed from Main Street and Thurman Avenue east to Third Street then north to Morton Avenue. The proposed storm drain line would include installation of inlets at various locations. The storm drain line and inlets are proposed based on the Boyle/KTU+A storm drain plan.

Deliverable:

Preliminary Civil Plans, Streetscape Renderings, Intersection Enhancements in PDF and Hard copy. Updates Preliminary Plans

TASK 5.0 PHASE 1- UNDERGROUND FACILITIES AND DRAINAGE

- **Drainage Design:** QK will prepare storm drainage design plans to address deteriorated existing drainage systems to improve performance and operation of storm drainage system based on the Boyle and KTU+A drainage study. QK will design to improve storm water flow and remove siphon and/or sump conditions as shown in the Boyle/KTU+A drainage study. We will work closely with the City to insure storm drainage solution adequately addresses storm water management. Plans will address demolition of existing facilities, installation of new facilities and erosion control measures to protect integrity of existing pipe system. This phase of work will include the entire corridor from

Morton Avenue south to Olive Avenue. A new storm drain line is proposed to be installed from Main Street and Thurman Avenue east to Third Street then north to Morton Avenue. The proposed storm drain line would include installation of inlets at various locations and is approximately 1,200 linear feet.

- **Dry Utility Design:** QK will prepare dry utility design plans and coordinate with the City on location of dry utility duct bank for project. QK anticipates installation of a duct bank that will provide for future video, audio and WIFI system installation. The system will include installation of handholes or pull boxes at strategic locations for future connections.
- **60% PS&E:** QK will prepare the 60% PS&E based on the preliminary plans scope of work including drainage and dry utility systems defined under this task. Plans will be submitted to the City for review. QK will address 60% PS&E review comments for 90% review.
- **90% PS&E:** QK will revise and submit 90% PS&E to the City for review incorporating review comments. QK will address 90% review comments.
- **Final PS&E:** QK will issue Final PS&E for construction incorporating 90% review comments.

Deliverable:

60% 90% and Final PS&E plans in PDF format and hard copies

TASK 6.0 PHASE 2- STREET RECONSTRUCTION (MORTON TO PUTNAM)

- **Street Reconstruction Design:** QK will prepare street reconstruction design plans based on preliminary design. Plans will include removal of pavement, replacement of all existing barrier curb and granite curb with concrete curb and gutter, curb/gutter, gutters, trees, shrubs and sidewalk if required. Plans will identify new pavement section and surface grades for placement. Curb/gutter, gutters and sidewalk if required will be shown. Plans will also include striping and signage, and traffic control plans. The plans will also include the re-coating or repainting of existing street lights, bollards and signal poles. City requires the existing brick crosswalks at street intersections remain.
- **Traffic Signal Design:** Minor signal modifications may be required at existing signalized intersections only. Scope does not include installation of new traffic signals. City has requested project include replacement of traffic signal loop system for video detection for signal operations. The project will also include adding reflectorized material to the signal heads consistent with recent City projects. QK will work with the City on the video detection system design for this corridor including emergency preemption.
- **Landscape & Irrigation Design:** QK will prepare landscape and irrigation design plans based on preliminary design phase. Plans will address deficiencies in current irrigation system and for conformance to state MWEL requirements. Planting of islands at street intersections will address trees, ground cover, decorative walls and addition of planter beds for specific events.
- **60% PS&E:** QK will prepare the 60% PS&E based on the preliminary plans scope of work including street reconstruction, traffic signal modification and landscape/irrigation systems defined under this task. Plans will be submitted to the City for review. QK will address 60% PS&E review comments for 90% review.
- **90% PS&E:** QK will revise and submit 90% PS&E to the City for review incorporating review comments. QK will address 90% review comments.
- **Final PS&E:** QK will issue Final PS&E for construction incorporating 90% review comments

Deliverable:

60% 90% and Final PS&E plans in PDF format and hard copies

TASK 7.0 PHASE 3- STREET RECONSTRUCTION (PUTNAM TO OLIVE)

- **Street Reconstruction Design:** QK will prepare street reconstruction design plans based on preliminary design. Plans will include removal of pavement, replacement of all existing barrier curb and granite curb with concrete curb and gutter, curb/gutter, gutters, trees, shrubs and sidewalk if required. Plans will identify new pavement section and surface grades for placement. Curb/gutter, gutters and sidewalk if required will be shown. Plans will also include striping and signage, and traffic control plans. The plans will also include the re-coating or repainting of existing street lights, bollards and signal poles. City requires the existing brick crosswalks at street intersections remain.
- **Traffic Signal Design:** Minor signal modifications may be required at existing signalized intersections only. Scope does not include installation of new traffic signals. City has requested project include replacement of traffic signal loop system for video detection for signal operations. The project will also include adding reflectorized material to the signal heads consistent with recent City projects. QK will work with the City on the video detection system design for this corridor including emergency preemption.
- **Landscape & Irrigation Design:** QK will prepare landscape and irrigation design plans based on preliminary design phase. Plans will address deficiencies in current irrigation system and for conformance to state MWEL requirements. Planting of islands at street intersections will address trees, ground cover, decorative walls and addition of planter beds for specific events.
- **Culvert Backfill Design:** QK will prepare detail plans to address the existing culvert crossing and potential settlement issues affecting pavement performance. QK in conjunction with the geotechnical engineer will provide structural backfill specifications for construction.
- **60% PS&E:** QK will prepare the 60% PS&E based on the preliminary plans scope of work including street reconstruction, traffic signal modification and landscape/irrigation systems defined under this task. Plans will be submitted to the City for review. QK will address 60% PS&E review comments for 90% review.
- **90% PS&E:** QK will revise and submit 90% PS&E to the City for review incorporating review comments. QK will address 90% review comments.
- **Final PS&E:** QK will issue Final PS&E for construction incorporating 90% review comments

Deliverable:

60% 90% and Final PS&E plans in PDF format and hard copies

TASK 8.0 PHASE 4- INTERSECTION RECONSTRUCTION

- **Aesthetic Treatment Design:** QK will prepare intersection improvement design plans based on preliminary design. QK anticipates a decorative concrete finish or coloring in combination with art work tied to local history. QK has identified enhanced intersection design patterns installed in the Phoenix metropolitan area that can serve as the basis for design. Plans will include removal and replacement of existing pavement and details necessary to define scoring, coloring, or artwork as directed and approved by the City.
- **60% PS&E:** QK will prepare the 60% PS&E based on the preliminary plans scope of work including intersection reconstruction/enhancement defined under this task. Plans will be submitted to the City for review. QK will address 60% PS&E review comments for 90% review.
- **90% PS&E:** QK will revise and submit 90% PS&E to the City for review incorporating review comments. QK will address 90% review comments.
- **Final PS&E:** QK will issue Final PS&E for construction incorporating 90% review comments.

Deliverable:

60% 90% and Final PS&E plans in PDF format and hard copies

SCHEDULE

Schedule assumes the following schedule in working days.

Task	Description	Duration (Working Days)
1.0	Project Management (concurrent with all tasks)	250 Days
2.0	Additional Topographic Survey, Monument Restoration & RW Confirmation (Tasks 2-3 run concurrently)	30 days
3.0	Geotechnical Investigation (Tasks 2-3 run concurrently)	25 days
4.0	Preliminary Plans	60 days
	Subtotal of Tasks 2-4	90 days
	(Tasks 6 & 7 run concurrently)	
5.0	Phase 1- Underground Facilities and Drainage	50 days
6.0	Phase 2- Street Reconstruction (Morton to Putnam)	60 days
7.0	Phase 3- Street Reconstruction (Putnam to Olive)	60 days
8.0	Phase 4- Intersection Reconstruction	50 days
	Subtotal of Tasks 5-8	160 days
	Total Duration	250 days

FEE ESTIMATE

Fee estimate as follows:

Task	Description	Fee Type	Fee Amount
1.0	Project Management	T&M	\$25,000
2.0	Boundary & Topographic Survey	T&M	\$50,000
3.0	Geotechnical Investigation	Fixed Fee	\$12,000
4.0	Preliminary Plans	T&M	\$75,000
5.0	Phase 1- Underground Facilities and Drainage	T&M	\$38,000
6.0	Phase 2- Street Reconstruction (Morton to Putnam)	T&M	\$41,500
7.0	Phase 3- Street Reconstruction (Putnam to Olive)	T&M	\$40,000
8.0	Phase 4- Intersection Reconstruction	T&M	\$34,400
	Total Fee		\$315,900

Notes:

- Expenses for reproduction, mailing, mileage, etc. are billed separately per our attached Charge Rate Schedule.

2. All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.
4. Tasks billed by fixed fees will be invoiced monthly based on the percentage of work completed.
5. Additional Services requested in writing and approved by the client will be provided on a time-and-materials basis.

AUTHORIZATION

In order to authorize services described herein, QK will execute a task order in accordance with the current Master Services Agreement. Typically, we can begin our services within 5 business days of the time authorization is received depending on client need and schedule constraints.

EXCLUSIONS AND ASSUMPTIONS

The proposal is based on the Scoping Meeting with the City and the meeting notes from that meeting. QK has also assumed that all work will be confined to Main Street from Morton Avenue to Olive Avenue and the storm drain line in Thurman Avenue from Main Street to Third Street, and Third Street from Thurman Avenue to Morton Avenue.

The proposal also excludes the following:

- Preliminary title reports
- Utility relocations
- Bid document and contract preparation except for the technical specifications and opinion of construction cost estimate
- Bidding and construction support services. If desired, QK will provide a separate proposal for these services.

Charge Rate Schedule



2018 Charge Rate Schedule	
Technical Services	
Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Analyst	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour
Professional Services	
Engineering	
Assistant Engineer	\$110 /hour
Associate Engineer	\$133 /hour
Senior Associate Engineer	\$156 /hour
Senior Engineer	\$180 /hour
Principal Engineer	\$199 /hour
Planning/Environmental/Landscape Architecture	
Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour
Construction and Project Management	
Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour
Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Project Manager	\$133 /hour
Senior Associate Construction/Project Manager	\$148 /hour
Senior Construction/Project Manager	\$165 /hour
Principal Project Manager	\$180 /hour
Surveying	
Assistant Surveyor	\$97 /hour
Associate Surveyor	\$110 /hour
Senior Associate Surveyor	\$133 /hour
Senior Surveyor	\$156 /hour
One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2018. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on “Prevailing Wage” (PW) for Construction Surveying will be determined by project and County per California law.



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

N MAIN STREET RECONSTRUCTION
BETWEEN MORTON AVENUE AND
OLIVE AVENUE

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 400'
DATE	2/14/2019

SHEET
1
OF
1



December 19, 2018

Mike Reed

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

RE: Proposal for the Villa Street Reconstruction Project

Dear Mr. Reed,

We have prepared a scope and fee for the services required to complete the proposed project design for approximately one mile of street reconstruction, underground wet utility improvements, traffic signal video detection equipment upgrades, drive approach, and curb ramp replacements on Villa St. from Henderson Ave. to Olive Ave. This project will start on the north side of Olive and will stop just south of the Henderson intersection because Henderson is included in another City project. Our understanding is that the scope of work will generally include the following improvements:

- Replacement of damaged Curb and Gutter.
- Replacement of all Curb Ramps and Cross Gutters.
- Replacement of damaged Drive Approaches and modification of all drive approaches to be ADA accessible.
- Replacement of existing sidewalk to provide accessible ADA compliant pathways on both sides of roadway. An ADA survey of the existing sidewalks will be performed and any damaged sidewalk or sidewalk with cross slopes of more than 3.0% is to be removed and replaced.
- Along lot frontages where curb and gutter, sidewalk, and drive approach improvements are being completed the City needs quantities and cost breakdowns for each property. The purpose is that the City plans to allocate costs to each property for future reimbursement. We will provide these quantities and costs to the City on an excel file separate from the bid documents for the City's tracking and use.
- Replacement of Alley Approaches.
- Replacement of storm drain inlets, laterals and associated manholes.
- Replacement of sanitary sewer laterals and associated manholes. Abandon existing sewer in place
- Replacement of Porter Slough bridge culvert. The Bridge Culvert work will be broken out and treated like its own separate project because of potential Federal Funding and Federal Oversight requirements.
- Abandon existing asbestos concrete water mains.
- Install new water mains and service lateral connections with metering.
- Install new water and sewer laterals to vacant lots for future development.
- Install storm drain pipeline crossing at the intersection of Villa St. and Grande Ave.
- Review City Bike Plan and add the necessary bike path striping and signage if any.
- Upgrade traffic signals to video detection system at Olive, Putnam, and Morton intersections. Our understanding is that another City project is upgrading the Henderson signal.
- Upgrade signal cabinets, luminaires, and pedestrian push buttons. Upgrade Ped Head signals to countdown type.
- Install conduit for future fiber / interconnect. Install 1 fiber conduit with pull tape and tracer wire on each side of street with required pull boxes and splice vaults per City standards.
- Relocate existing street lights as necessary. Install new street lights to meet City standard lighting requirements.
- Full street section replacement of Villa St. City would like the consultant to determine the best and most cost-effective method of street replacement. It is anticipated that a Full Depth Reclamation process will be used. Our understanding is that street replacement will continue up the side streets

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to the curb returns of the new ramps. The existing asphalt will be removed from the streets and the existing baserock and subgrade will be graded and shaped utilizing the FDR process.

- At major intersections like Olive and Morton a normal full street section removal and replacement process may be required to keep traffic moving more effectively through the intersections during construction. We will work with the City to determine the best method that meets the City's needs. The City may want to consider thickening the street sections and using a higher TI at these more heavily travelled intersections.
- Currently this road would be assigned for a T.I of 6.5 but the City would like to verify that this traffic TI is still accurate for the roadway. We will provide traffic counts at two locations, one between Olive and Morton and the second one between Morton and Henderson. Traffic counts will be converted to a TI for the City to consider for use on the project.
- Provide the City with a full Project Manual for bidding purposes including specifications and bid schedules.

The plans for the Villa Street Reconstruction project will be organized so they can be bid in 3 separate Phases. Phase 1 will be all the underground improvements. Phase 2 will be the remaining surface improvements from Morton to Henderson. Phase 3 will be the remaining surface improvements from Morton to Olive. Bid Specifications and schedules will be developed to follow the same 3 Phase method. We will work with the City at the beginning of the design phase to finalize phasing details. The purpose is to make it easy for the City to bid and construct different phases of the project as City funding allows. Our understanding is that gas tax funds and/or local funds will be used for the design phase of this project. At this point the City does not anticipate using Federal funding and the Caltrans LAPM process requirements will not apply to the design phase.

The Porter Slough Bridge Culvert work will be its own stand-alone set of plans and bid documents due to the likely Federal environmental requirements and oversight and the potential for Federal funding sources. We are assuming that local funding sources will be used for the design portion of the project and that the Caltrans LAPM process requirements will not apply to the design phase.

The project design is to be completed in 1 year from the date the Notice to Proceed is issued by the City to 4Creeks. We will attempt to complete the Porter Slough Project within this 1-year period as well but the timeline for that portion of the project will be largely dependent on Federal environmental permitting requirements that will likely take longer than 1 year. Below you will find a breakdown of the tasks needed to complete this project.

Task 1: Topographic and Boundary Survey

- The survey shall include (but not be limited to):
 - Full topographic survey on Villa St. from Henderson Ave. to Olive Ave.
 - 50' Cross Sections
 - Sewer and Storm Drain inverts to be dipped wherever possible
 - More detailed topo around accessibility ramp locations
 - Existing observable improvements within the right of way or directly adjacent thereto that may be affected by the project
 - Observable Utilities which includes fire hydrants, water meter boxes, sewer cleanouts, sewer and storm manholes, valve boxes, etc.
 - Tie into City of Porterville benchmark system
 - Prior to the survey we will have a design staff member mark uplifted/depressed/damaged curb and gutter within the limits of project for removal and replacement with the project.
 - Prior to the survey we will also perform an ADA survey of the existing sidewalks and will have a design staff member mark areas of removal and replacement within the project.
 - Survey the existing Porter Slough Channel from Cottage St. to Pearson Drive
- Our understanding is that after the Topo is completed and preliminary wet utility design has been completed that the City will pothole existing utilities that may conflict with new project improvements. Our survey crew will survey in the surface locations of these potholes after the potholing has been completed so this information can be incorporated into the project design.

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- Right of way limits will be drafted on the Topo from record maps and easements provided by the City.
- Our understanding is that the City will provide title reports for all properties.

The above **Task 1** services will be provided for a **Fixed Fee of \$23,720.**

Task 2: Utility Research and Coordination

- Conduct utility research and identify potential conflicts with record utilities.
- Show existing utility locations on construction documents.
- Meet with utility companies at around the 30% design stage after potholing of the potential utility conflicts has been completed to determine if conflicts exist.
- Work with utility companies to address and resolve identified conflicts. Our understanding is that the City will be the lead on utility coordination and 4Creeks staff will assist the City.
- Review the existing street light spacing along the corridor and provide a recommendation to the City on where street lights should be installed. City will coordinate with Southern California Edison to obtain utility plans that will be included in the bid documents.
- Our understanding is that the City will pay all utility related fees.

The above **Task 2** services will be provided for a **Fixed Fee of \$5,280.**

Task 3: Traffic Analysis

- Perform traffic counts at two locations along Villa, one between Olive and Morton and the second location between Morton and Henderson.
- Provide the calculated traffic indices (T.I.'s) for the existing and Future Year 2040 traffic
- Provide PDF backup files of T.I. calculations to the City

The above **Task 3** services will be provided for a **Fixed Fee of \$5,935.**

For Tasks 4, 5, 6 & 8 Plans, Specifications, and Cost Estimates will be provided at the 30%, 60%, 90% submittal stages. The Final PSE set will be provided to the City after the City has provided feedback from the 90% review stage. 4Creeks will provide 3 hard copy sets of full-size plans and 1 hard copy set of specifications and estimates along with PDF's at each submittal stage.

The Plans and Specifications will be developed in the Phasing manner described at the top portion of this proposal. Tasks 4-6 are for the Villa Street Reconstruction portion and Task 8 will be the stand-alone Porter Slough Project Documents.

Task 4: Construction Plans

- 4Creeks anticipates providing the following plan sheets for the project:
 - Cover Sheet
 - General Notes
 - Topographic Survey Sheets (Assumed 1"=20' scale)
 - Street Cross Sections
 - Street Construction Plans (Assumed 1"-20' scale) & Index Sheet. Storm drain improvements will be shown on these sheets but because they are more minor in nature, we are not anticipating that profiles will be needed for any storm drain utilities. We may include profiles at utility crossings if an out of the normal type crossing is required.
 - Utility Plan and Profiles for Sewer and Water (Assumed 1"=20')
 - Curb Ramp Detail Sheets (Assumed 4 per page at 1"=5'). Ramp details will include elevations, dimensions, and will show transitions to the existing concrete sidewalks.
 - Alley and Drive Approach Details (Assumed 2 per page at 1"=5')
 - Construction and City Standard Details
 - Striping and Signage Plans (Assumed 1"=20').
 - Construction Phasing/Traffic Phasing Plans.
 - Fiber Optic Plans and Details (Assumed 1"=20' scale)
 - Traffic Signal Equipment Upgrade Plans (See Task 6)

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- We will perform a field review of the existing curb ramps to determine if any of them meet current ADA requirements.
- We plan on holding 4 meetings with the City at the following stages: Project Kickoff, 30%, 60% and 90% plan submittal stages.
- Address plan check comments from the City at each submittal stage.

The above **Task 4** services will be provided for a **Fixed Fee of \$135,250.**

Task 5: Cost Estimate & Specifications

- Provide opinion of probable cost estimate based on the Construction Documents at the 60%, 90% and 100% stages.
- Provide technical specifications, special provisions, and bid item descriptions to complete the project at the 60%, 90%, and 100% stages.
- Provide one additional cost estimate that would represent the entire project being bid and constructed at the same time.
- Our understanding is that the City will provide their typical front-end bid document in word format and we will modify all the information for this project and add project related special provisions.

The above **Task 5** services will be provided for a **Fixed Fee of \$13,700.**

Task 6: Traffic Signal Equipment Upgrades

- Upgrade traffic signals to video detection system at Olive, Putnam, and Morton intersections. Our understanding is that another City project is upgrading the Henderson signal. Video detection system will be Econolight Controller and the cabinet will be shipped as a complete unit. Our understanding is that the City will provide specification requirements for all the equipment desired.
- Upgrade luminaires to be LED, upgrade Ped Head signals to countdown type, and upgrade pedestrian push buttons as required to meet current ADA requirements.
- Our understanding is that the City will provide PDF's of the as-built signal plans and that 4Creeks staff will be calling out locations of new video cameras, service meter pedestal and call out equipment to be upgraded on the PDF plan provided. Our understanding is that completed conductor, equipment, and pole schedules, phasing diagrams, and detailed review of the existing signal will not be required.
- We plan on holding 4 meetings with the City at the same stage as Task 4.
- Our understanding is that the City will provide record drawings for existing traffic signals and that the City will do the traffic signal timing and programming of the intersection.

The above **Task 6** services will be provided for a **Fixed Fee of \$9,475.**

Task 7: Right of Way Acquisition Legal Descriptions and Exhibits

It is unknown at this time how many legal descriptions and survey plats will be required. Based on a quick count of facilities from google maps it looks like there are probably around 80 or so properties that are along Villa on this stretch. As a result, we will provide legal descriptions as needed/required, on a per description basis.

- Prepare legal descriptions
- Prepare survey plats
- Our understanding is that the City will provide property deeds, title reports, and easements. Our understanding is that the City has another consultant under contract to acquire the right of way and coordinate with property owners.

The above **Task 7** services will be **billed on a per Legal Description basis at a cost of \$900.00 each.** For the purposes of this Fee Estimate we have **assumed 20 Legal Descriptions which results in a cost of \$18,000.**

Task 8: Porter Slough Bridge Culvert Design

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This Task will include providing all plans and specifications for the Porter Slough Bridge Culvert which will be a separate stand-alone project as discussed in the beginning of this proposal. The fixed fee listed below assumes that we will be able to use Caltrans Standard Bridge Culvert and Wingwall details for the replacement. If a special design is required there is an optional Task 8A fixed fee amount provided to perform specialized structural calculations, plans and detailing for the culvert. Our understanding is that the City will provide a geotechnical report with soil parameters for design.

- Provide a complete plan set for the Slough:
 - Cover Sheet
 - General Notes
 - Topographic Survey Sheets (Assumed 1"=20' scale)
 - Culvert Layout Sheets (Assume 1"=20' scale)
 - Construction Details as required (Caltrans details will be used)
- In this task we have allocated 4 meetings.

The above **Task 8** services will be provided for a **Fixed Fee of \$8,380**.

Task 8A: Porter Slough Specialized Bridge Culvert Design (Optional)

This task will only be used if Caltrans standards can't be used and specialized Structural engineering calculations and design are required.

- Structural Engineering Calculations
- Specialized Construction Details

The above **Task 8A** services will be provided for a **Fixed Fee of \$5,610**.

Task 8B: Porter Slough Bridge Culvert Hydraulic Analysis

This Task will include hydraulic modeling and a final report for the Porter Slough Bridge Culvert.

- 2 Coordination meetings to facilitate development of hydraulic modeling
- Prepare a Project Condition Exhibit for review
- Develop Project Condition HEC-RAS Model
- Prepare a Draft Hydraulic Analysis Report
- Prepare a Final Hydraulic Analysis Report

The following is a list of assumptions and exclusions for the Task 8B portion of the work:

- This scope of work assumes 1 review and set of corrections with the Porterville Irrigation District
- This scope of work assumes that flow input is known and will be provided by the District
- It is assumed that HEC-HMS modeling is not required
- It is assumed that preparation of models and submittal to Federal Management Agency Conditional Letter of Map Revision and Letter of Map Revision applications will not be required

The above **Task 8B** services will be provided on a **Time and Material basis with an estimated Fee of \$10,200**.

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Task 9: Property Owner Frontage Improvement Cost Breakdowns

Along lot frontages where curb and gutter, sidewalk, and drive approach improvements are being completed the City needs quantities and cost breakdowns for each property. The purpose is that the City plans to allocate costs to each property for future reimbursement. This Task covers providing quantities and costs to the City on an excel file separate from the bid documents for the City's tracking and use.

- Develop an excel file that lists quantities and costs of curb and gutter, sidewalk, and drive approach for each property frontage
- After bid prices are obtained populate the excel file with improvement costs

The above **Task 9** services will be provided for a **Fixed Fee of \$6,810**

Task 10: SWPPP and ISR

- SWPPP - Under this task we will develop a Stormwater Pollution Prevention Plan for the entire project during the design phase of the project. This work will include developing the SWPPP and



uploading it to the SMARTS system. This SWPPP will cover all 4 phases of the project and the City can just pay the yearly fee each year to keep the document alive until all phases of construction have been completed. Our understanding is that the Contractor will be responsible for all inspections and QSP/QSD services during construction and for filing the Notice of Termination upon project completion.

- ISR – Under this task we will fill out Indirect Source Review application paperwork and submit this to the air board for processing and approval. Air Board will provide a construction emission fee for the project and we will determine if this fee can be mitigated by specifying requirements for contractor construction equipment during construction or if it would be best to pay the fee. Our understanding is that the City will pay all application and mitigation fees.

The above **Task 10** services will be provided for a **Fixed Fee of \$4,855**

Per our previous discussions with the City our understanding is that the Villa Street Reconstruction project will be bid and constructed in 4 separate Phases, 3 Phases for Villa Street and 1 Additional Phase for the Porter Slough Bridge Culvert replacement. It is also our understanding that construction phases could span over 2-3 years. The Fee Estimates for Tasks 11 & 12 below are anticipated to cover our services for 4 separate Bidding and Construction Phases.

Task 11: Bidding Assistance (Optional)

- Hold Pre-Bid Meeting with Contractors
- Provide supplemental instructions and clarifications to bidder RFI's as necessary
- Produce addendums to modify the bid documents (plans and specs) as required.
- Receive bids.
- Tabulate bids after opening and recommend lowest awarded bidder to the City.

The above **Task 11** services will be provided on a **Time and Materials Basis. The Estimated Fee for these services is \$17,860.** Per our meeting with the City, this scope of work and fee estimate are still to be determined and will be negotiated with the City when the project gets closer to construction.

Task 12: Construction Assistance (Optional)

- Attend the pre-construction meeting
- Respond to Requests for Information if requested by the City
- Review Submittals if requested by the City
- Issue Contract Document revisions as required
- Assist the City with Change Order review if requested
- Review the contractor supplied Dust Control plan
- Draft a set of Record As-Built plans at project completion using information provided by the City/Contractor

Our understanding is that City staff plans to perform the majority of the RFI responses and Submittal Review services on this project during construction and our staff will only be used in a situation where City staff needs technical assistance with reviews.

The above **Task 12** services will be provided on a **Time and Materials Basis. The Estimated Fee for these services is \$31,780.** Per our meeting with the City, this scope of work and fee estimate are to be determined and will be negotiated with the City when the project gets closer to construction.

Exclusions from Scope

Our understanding is that the City will be performing the following tasks or already has other consultants under contract that will perform these tasks and/or provide the information needed for our design.

- Geotechnical investigation and Reports
- Property deeds
- Title reports
- Right of Way Acquisition Services
- Environmental Permitting

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- Video inspection of existing storm and sewer pipes
- Potholing during the design phase
- Record drawings for existing City utilities
- City Font-End Bid documents will be provided in Word format.
- City will provide standard details for fiber optic pull boxes and splice vaults to be used.
- City to provide video detection and cabinet equipment product information they want to be used.
- Design of electrical utilities
- Acquisition of building permits
- Construction Management, Inspection, and Construction Staking
- Signal Timing Plans
- Our understanding is that the City will pay all application, permit, and utility fees for the project

4Creeks is capable and willing to perform many of these services and/or hire subconsultants to perform these services as needed by the City. If the City would prefer that 4Creeks add additional tasks to our proposal to cover these services, please let us know.

Basic Compensation

We will bill the project as follows:

Task 1: Topographic and Boundary Survey	\$23,720
Task 2: Utility Research & Coordination	\$5,280
Task 3: Traffic Analysis	\$5,935
Task 4: Construction Plans	\$135,250
Task 5: Cost Estimate & Specifications	\$13,700
Task 6: Traffic Signal Equipment Upgrades	\$9,475
Task 7: Right of Way Legals and Exhibits (Estimate, 20 Assumed)	\$18,000
Task 8: Bridge Culvert Design (Caltrans)	\$8,380
Task 8A: Specialized Bridge Culvert Design (Optional)	\$5,610
Task 8B: Bridge Culvert Hydraulic Analysis (Estimate, T&M)	\$10,200
Task 9: Property Owner Frontage Improvement Cost Breakdowns	\$6,810
Task 10: SWPPP and ISR	\$4,855
Subtotal Tasks 1-10	\$247,215
Task 11: Bidding Assistance (Estimate 4 Separate Projects, T&M Optional)	\$17,860
Task 12: Const. Assistance (Estimate 4 Separate Projects, T&M Optional)	\$31,780
Total All Tasks 1-12 Included (Estimate)	\$296,855

We are excited to have the opportunity to work with the City on this project and look forward to a successful and satisfying working relationship. If you have any questions about the attached scope and fee, or need any additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Ainley', is written over a horizontal line.

Matthew Ainley, PE #66233

City Approval:

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Signature

Date

encl: Attachment – 4Creeks, Inc. Fee Schedule & Villa Street Reconstruction Project Fee Breakdown
Job no: 18307



4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Construction Inspection (Non-Prevailing Wage)	
Associate Engineer	\$100	Construction Inspector I *	\$100
Engineer I	\$110	Construction Inspector II *	\$110
Engineer II	\$120	Construction Inspector III *	\$120
Engineer III	\$130		
Engineer IV	\$140	Construction Management	
Engineer V	\$150	Construction Manager I	\$110
Principal Engineer	\$170	Construction Manager II	\$120
		Construction Manager III	\$130
		Construction Manager IV	\$140
Planning Services		Senior Construction Manager	\$150
Planner I	\$90		
Planner II	\$105		
Planner III	\$120	4Creeks Creative	
Planner IV	\$140	Creative Technician II	\$65
Planner V	\$150	Creative Technician II	\$75
Planner VI	\$170	Creative Technician III	\$85
		Creative Technician IV	\$95
Structural Engineering Services		Programmer / Developer I	\$105
Structural Engineer I	\$125	Programmer / Developer II	\$115
Structural Engineer II	\$135	Creative Director	\$120
Structural Engineer III	\$145		
		Support Staff	
GIS Services		Project Technician I	\$55
GIS Technician I	\$90	Project Technician II	\$65
GIS Technician II	\$100	Project Technician III	\$75
		Project Technician IV	\$85
Utility Design Services		Project Technician V	\$95
Designer I	\$110	Drafter I	\$70
Designer II	\$130	Drafter II	\$80
Designer III	\$165	Expert Witness	\$205
		Drone Pilot	\$155
Land Surveying Services			
Assistant Surveyor	\$100		
Associate Surveyor	\$110	Executive Staff	
Land Surveyor I	\$110	Executive I	\$120
Land Surveyor II	\$120	Executive II	\$130
Land Surveyor III	\$130	Executive III	\$140
Land Surveyor IV	\$140		
Land Surveyor V	\$150		
Principal Land Surveyor	\$170		
1-Man Survey Crew *	\$105		
1-Man Survey Crew – Construction Staking *	\$115		
2-Man Survey Crew *	\$175		
2-Man Survey Crew – Construction Staking *	\$185		

Direct Charges

At cost plus fifteen percent (15%):

- Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)
- Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing
- Equipment rentals, subcontractors, laboratory analyses
- Website Hosting Fees: \$15/mo. | \$150/annual

*Prevailing wage rates by separate schedule – Varies by County

4 Creeks, Inc.
Fee Schedule – Professional

Effective July 1, 2017

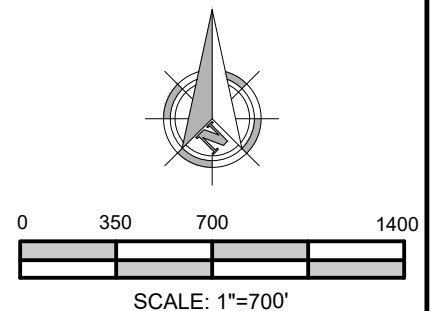
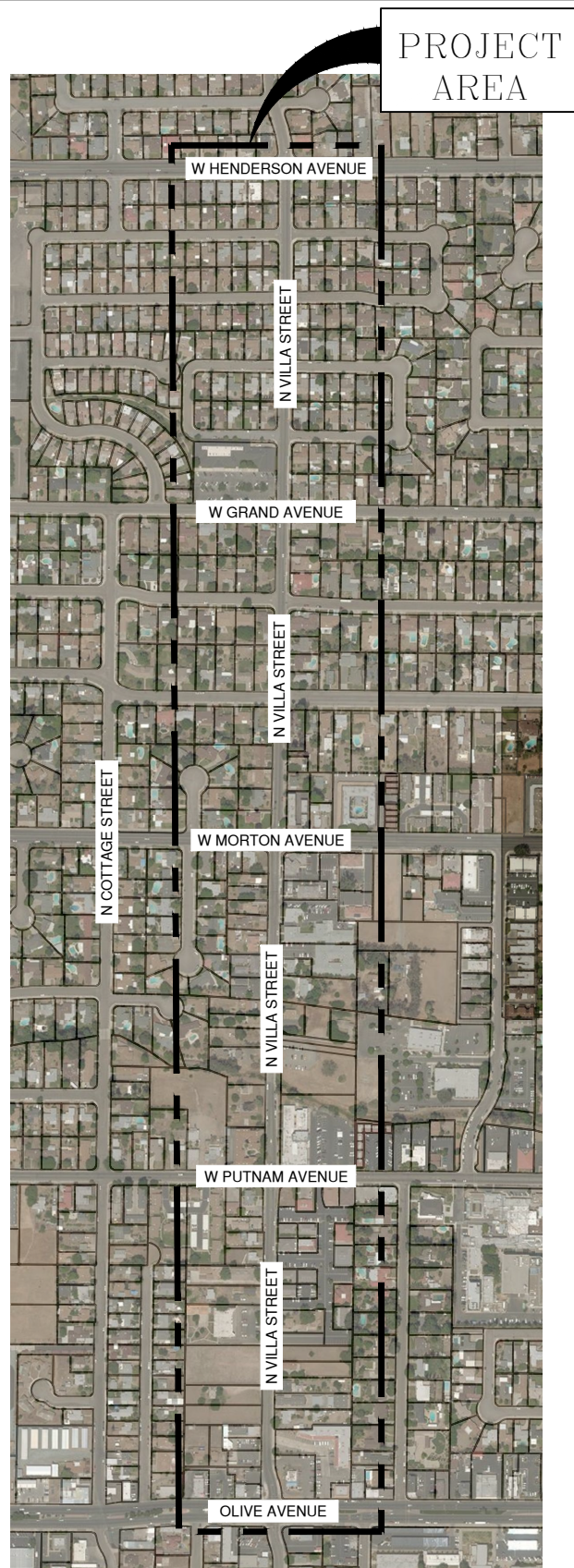
Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges per Hour
<i>GIS Services</i>	
GIS Technician I	\$85
GIS Technician II	\$95
<i>Land Surveying</i>	
Land Surveyor I	\$105
Land Surveyor II	\$115
Land Surveyor III	\$125
Land Surveyor IV	\$135
Land Surveyor V	\$145
Principal Land Surveyor	\$165
Classification (Prevailing Wage)	Charges per Hour
1-Man Survey Crew- Tulare County	\$125
1-Man Survey Crew- Fresno County	\$125
1-Man Survey Crew- Kings County	\$125
1-Man Survey Crew- Kern County	\$125
1-Man Survey Crew- Merced County	\$135
2-Man Survey Crew- Tulare County	\$255
2-Man Survey Crew- Fresno County	\$255
2-Man Survey Crew- Kings County	\$255
2-Man Survey Crew- Kern County	\$255
2-Man Survey Crew- Merced County	\$275
1-Man Survey Crew- Tulare County (Construction Staking)	\$135
1-Man Survey Crew- Fresno County (Construction Staking)	\$135
1-Man Survey Crew- Kings County (Construction Staking)	\$135
1-Man Survey Crew- Kern County (Construction Staking)	\$135
1-Man Survey Crew- Merced County (Construction Staking)	\$145
2-Man Survey Crew- Tulare County (Construction Staking)	\$270
2-Man Survey Crew- Fresno County (Construction Staking)	\$270
2-Man Survey Crew- Kings County (Construction Staking)	\$270
2-Man Survey Crew- Kern County (Construction Staking)	\$270
2-Man Survey Crew- Merced County (Construction Staking)	\$290

Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)*
- *Printing and reproduction: \$0.02 per b/w copy, \$0.10 per color copy, \$0.75 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*



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VILLA STREET RECONSTRUCTION
BETWEEN OLIVE AVENUE AND
HENDERSON AVENUE

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 700'
DATE	2/14/2019

SHEET
1
OF
1



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Authorization to Submit Full Membership Application to CALSTART

SOURCE: Public Works

COMMENT: CALSTART is a clean transportation non-profit consortium, focused on supporting and growing the clean transportation technologies industry which they do through, for and with their member companies. CALSTART works together with more than 190 member companies and other partners to speed the commercialization and use of the cleanest technologies. CALSTART global membership includes leading national and global manufacturers, suppliers, fleets, government agencies, research institutions, consultancies and Clean Cities coalitions. CALSTART goals are good jobs combined with real action on climate and clean air.

CALSTART's Membership

190+ member companies represent all regions of the country. Members rely on CALSTART to:

- Facilitate industry networking;
- Provide up-to-date information on policy and funding;
- Keep them apprised of industry trends; and
- Identify opportunities to work together to find solutions to move the advanced vehicle technology market forward.

CALSTART is building state-by-state momentum, demonstrating a compelling business case and devoting time and resources to solid policy in support of clean transportation. In partnership with member companies, they work to accelerate market growth with a focus on cars, fuels, buses, and trucks to change transportation for good.

Full Membership Benefits

- * Annual private consultation with staff;
- * Invitations to member-only receptions;
- * CALSTART member webinars that keep you apprised of technology, policy and industry trends and opportunities;
- * Assistance making connections with key industry people you want to meet;
- * Timely and accurate legislative and regulatory updates, alerts and issue briefs;
- * FYI TM Bulletins on policy, funding, and industry events;
- * CALSTART NewsNotes e-mails that deliver quick hits on member news, breaking industry-related legislation, market moves, analyses, and other news;
- * Access to CALSTART publications and educational materials;
- * Discounts on selected CALSTART conferences and workshops;

- * A listing and link in our Web Directory, and complete contact information for fellow members.
- * 8 hours annually of collaboration/consulting time with technology appropriate CALSTART staff;
- * Priority as a funding solicitation partner;
- * Priority as a speaker at CALSTART meetings and events;
- * Invitation to be a featured company in the CALSTART webinar series;
- * Invitation to present a technology brown bag luncheon to CALSTART staff to make us better ambassadors for your product;
- * Priority emphasis on showcasing your company through channels such as the CALSTART website, social media, publications and in our presentations at conferences and meetings.
- * Inclusion in the bi-annual Leadership Circle which recognizes members who advance our mission by providing significant funding for our nonprofit organization. Member companies that become Full Service members or are represented on our Board of Directors are members of the LC. The meeting serves as a way for CALSTART senior staff and industry experts to receive briefings and timely information on trends, policy and technology, while leaving plenty of time for valuable networking among leaders in our industry. These meetings are co-hosted with member companies at their facilities.

Staff is requesting authorization to join CALSTART as a full member to further the City's commitment to providing clean public transportation and to form a partnership to apply for, and secure, competitive grant funding opportunities. Full Membership in CALSTART will provide staff valuable resources and opportunities not previously available. Annual full membership of \$7,950 will be funded by the Transit Division operating budget.

RECOMMENDATION: That the City Council authorize staff to submit an application for full membership with CALSTART for an annual membership of \$7,950.

ATTACHMENTS:

1. CALSTART Membership Application
2. CALSTART Membership Brochure
3. CALSTART Member Benefit Distinctions

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



Please fill out this application and mail it with a check for your requested member level to:

CALSTART, 48 S. Chester Ave., Pasadena, CA 91106. You may also fax your application to 626.744.5610.

For more information, call 626.622.6229.

Company/Organization _____

Contact Person _____ **Title** _____

Is the contact above the person who decided to join? ☐ Yes ☐ No

If no, who made the decision? _____

Billing Contact (if different than company contact) _____

Prefer to receive invoice by: ☐ Fax ☐ Email ☐ US Postal Service

Address _____

City/State/Zip _____

Phone _____ **Fax** _____

Email _____ **Website** _____

Organization Type:

- | | | |
|---|---|--|
| ☐ Manufacturer | ☐ Fuel Provider | ☐ Research Organization |
| ☐ Supplier | ☐ Utility | ☐ Financial Institution/Venture Capital |
| ☐ Fleet Operator | ☐ Government (local, state, federal) | ☐ Consultant |
| ☐ Transit District | ☐ Academia | ☐ Infrastructure Provider |
| ☐ Nonprofit Organization | ☐ Other (describe): | |

CALSTART works in four program areas, which of these is of PRIMARY interest to your company/organization?

- | | |
|--|---|
| ☐ Trucks and Off-Road | ☐ Buses |
| ☐ Light-duty Vehicles | ☐ Fueling Infrastructure |

Which of the following program areas are also of interest to your company/organization?

(Select as many others as apply.)

- | | |
|--|---|
| ☐ Trucks and Off-Road | ☐ Buses |
| ☐ Light-duty Vehicles | ☐ Fueling Infrastructure |

Provide a brief company description, including key products:

Why are you joining CALSTART? What CALSTART programs are of greatest interest to you?

Annual Fee Selected:

☐ Full Membership \$7,950 ☐ Basic Membership \$3,950 ☐ Emerging Start-Up \$1,950*

** This membership level is available to start-up companies that are less than two years old.*

**To help us better understand your needs, please let us know your reason for selecting this membership level
(attach additional sheet if necessary)**

Payment

☐ Check Enclosed ☐ Credit Card ☐ Amex ☐ Visa ☐ Mastercard

Name on Card _____

Number _____ **Exp.** _____ **CVV Code** _____



CALSTART Membership: Your connection to information, resources, and networks

CALSTART is a clean transportation consortium, a nonprofit, focused on supporting and growing the clean transportation technologies industry which we do through, for and with our member companies. We work together with our more than 190 member companies and other partners to speed the commercialization and use of the cleanest technologies. Our global membership includes leading national and global manufacturers, suppliers, fleets, government agencies, research institutions, consultancies and Clean Cities coalitions. Our goals are good jobs combined with real action on climate and clean air.

About Membership

CALSTART's 190+ member companies represent all regions of the country. Members rely on CALSTART to:

- Facilitate industry networking;
- Provide up-to-date information on policy and funding;
- Keep them apprised of industry trends; and
- Identify opportunities to work together to find solutions to move the advanced vehicle technology market forward.

Together, we are building state-by-state momentum, demonstrating a compelling business case and devoting time and resources to solid policy in support of clean transportation. In partnership with member companies, we work to accelerate market growth with a focus on cars, fuels, buses, and trucks to change transportation for good.

Member Benefits

Numerous benefits are available to all CALSTART members:

- Access to funding and program partnership opportunities with CALSTART
- Access to CALSTART industry and policy networks
- Access to CALSTART's timely and accurate legislative and regulatory updates, alerts, and issue briefs
- Access to CALSTART "FYI" Bulletins on policy and funding
- Access to CALSTART's member database with complete contact information for each member company
- Access to CALSTART strategic brokering of partnerships
- Opportunity to participate in CALSTART program committees and working groups
- Complimentary access to CALSTART's webinar series which features topics ranging from technology reviews to how to form competitive funding partnership teams
- CALSTART NewsNotes e-mails that deliver quick hits on breaking member news, industry-related legislation, market trends, analyses, and other news of interest
- Discounts on selected CALSTART conferences and workshops
- Link to your company's press releases from CALSTART website
- Access to CALSTART publications and educational materials

See the Member Benefits by Level Distinction at calstart.org

Join CALSTART today!

Emerging Start-up Membership

\$1,950 - Entry level membership for emerging companies that are less than two years old

Benefits for the Basic Membership

\$3,950 - Entry level membership for all companies that aren't emerging start-ups

Benefits for the Full Membership

Include the above plus:

\$7,950 - Full Membership, offering access to CALSTART and stakeholder leadership, increased project partnership engagement, as well as hands-on, participatory industry connections

3 Ways to join CALSTART

1. Online. The simplest way is to sign up online.

Go to www.calstart.org

2. Fax or mail. Download the member form from the Member services area of our website. Fill it out and fax or mail it in.

Fax: 626-744-5610

Mail: CALSTART

Attention: Member Services

48 S Chester Ave

Pasadena, CA 91106

3. Phone.

Call Membership Director Kimberly Taylor at 626-622-6229



Re-charging in CALSTART's Parking lot

Twenty-six years ago, CALSTART was formed as a nonprofit organization to build a fuel and technology neutral national alternative fuel and advanced vehicle technology marketplace.

CALSTART is headquartered in Pasadena with additional California offices in Berkeley, Fresno and Bakersfield. CALSTART also has offices in Denver, Colorado; Detroit, Michigan; and, New York City, New York.

Visit us at www.calstart.org or follow us at twitter.com/calstart

Southern California

Headquarters
48 S Chester Ave
Pasadena, CA 91106
T 626/744-5600
F 626/744-5610

San Joaquin Valley

Clean Transportation
Center
510 W Kearney Blvd,
Ste 105
Fresno, CA 93706
T 626/744-5680
F 626/744-5610

Northern California Office

2600 Tenth St,
Ste 407
Berkeley, CA 94710
T 510/307-8700
F 510/307-8706

Colorado Office

14062 Denver West Pkwy,
Ste 300
Lakewood, CO 80401
T 303/825-7550
F 303/825-7551

New York Office

68 Jay St,
Unit 201
Brooklyn, NY 11201
T 718/303-0787
F 626/744-5610



Benefits for the Emerging Start-up Members (\$1,950) and Basic Members (\$3,950)

Great benefits and valuable access

- Annual private consultation with staff;
- Invitations to member-only receptions;
- CALSTART member webinars that keep you apprised of technology, policy and industry trends and opportunities;
- Assistance making connections with key industry people you want to meet;
- Timely and accurate legislative and regulatory updates, alerts and issue briefs;
- FYI™ Bulletins on policy, funding, and industry events;
- [CALSTART NewsNotes](#) e-mails that deliver quick hits on member news, breaking industry-related legislation, market moves, analyses, and other news;
- Access to CALSTART publications and educational materials;
- Discounts on selected CALSTART conferences and workshops;
- A listing and link in our Web Directory, and complete contact information for fellow members.

Benefits for the Full Members (\$7,950) include the above plus:

Greatest benefits and maximum access

- 8 hours annually of collaboration/consulting time with technology appropriate CALSTART staff;
- Priority as a funding solicitation partner;
- Priority as a speaker at CALSTART meetings and events;
- Invitation to be a featured company in the CALSTART webinar series;
- Invitation to present a technology brown bag luncheon to CALSTART staff to make us better ambassadors for your product;
- Priority emphasis on showcasing your company through channels such as the CALSTART website, social media, publications and in our presentations at conferences and meetings.
- Inclusion in the bi-annual Leadership Circle which recognizes members who advance our mission by providing significant funding for our nonprofit organization. Member companies that become Full Service members or are represented on our Board of Directors are members of the LC. The meeting serves as a way for CALSTART senior staff and industry experts to receive briefings and timely information on trends, policy and technology, while leaving plenty of time for valuable networking among leaders in our industry. These meetings are co-hosted with member companies at their facilities.



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: National Motocross Championship Qualifier Race Proposal

SOURCE: Parks and Leisure Services

COMMENT: Staff has been contacted by Mr. Myron Short representing 2X Promotions with a proposal to host both the Southwest and Midwest sections of the Loretta Lynn Area Qualifier Racing Series at the Porterville OHV Park. The event is proposed to be held April 6-7, 2019, with a practice day March 5, 2019. 2X Promotions has held the same racing series at the Porterville OHV Park in the past, with the last one occurring in 2014. This particular racing series has been a success when previously held at the Porterville OHV Park.

2X Promotions would provide the insurance for the event naming the City of Porterville as an additional insured. All of the additional necessary equipment and personnel to conduct the event would also be provided by 2X Promotions. The fee to rent the facility is \$1,000 per day. In conjunction with the event, staff is seeking permission to permit overnight camping at the facility for that weekend. The Parks and Leisure Services Commission recommends the approval of the facility use proposal along with permission of overnight camping.

RECOMMENDATION: That the City Council:

- 1) Approve the National Motocross Championship Qualifier Race proposal for April 5-7, 2019, with 2X Promotions at the OHV Park; and
- 2) Approve overnight camping for this event.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Authorization of Street Closure for the Porterville City Library's Dr. Seuss Birthday Event

SOURCE: Parks and Leisure Services

COMMENT: The Porterville City Library is celebrating Dr. Seuss' Birthday on Saturday, March 2, 2019. This event is held annually and typically takes over the Library's entire lower level and community room. This year, staff has made few modifications to the event, and plans to locate the five activity stations outside.

The event will take place on Thurman Avenue, directly right in front of the Library, from 1:00 PM and 5:00 PM. Staff anticipates 200 to 350 people to attend.

RECOMMENDATION: That the City Council authorize the temporary street closure of Thurman Avenue between Hockett Street and Division Street from 1:00 PM to 5:00 PM on March 2, 2019, for the Porterville City Library's Dr. Seuss' Birthday Event.

ATTACHMENTS: 1. InternalCivicEvent3.2.19

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

Internal Community Civic Event

(For events primarily sponsored and organized by City Departments)



Application Date: 2/1/2019 Event Date: 3/2/2019

Location of Event 41 W Thurman Ave

Name of Event: Dr Seuss Birthday Celebration

Sponsoring Department: Parks & Leisure Dept - Library Division

Department Contact Veronica Garcia

Affiliated Organizations: _____

City Services Requested:

Barricades (Quantity)	<u>2</u>	Refuse Pickup:	<u>No</u>
Amplified Noise Permit	<u>Yes</u>	Police Assistance:	<u>No</u>
Parks Facility Application	<u>Yes</u>	Street Sweeping:	<u>No</u>
Assembly Permit	<u>No</u>		
Other:	<u>Request for street closure attached. Requesting to close off Thurman Avenue from Hockett to Division Street.</u>		

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

Event will include game, craft stations. Staff will coordinate use of tables, chairs, canopies & 2 barricades.

Waivers to be filled out by all participants. Outside Amplifier Permit approved.

P&LS Director: _____

Public Works Director: _____

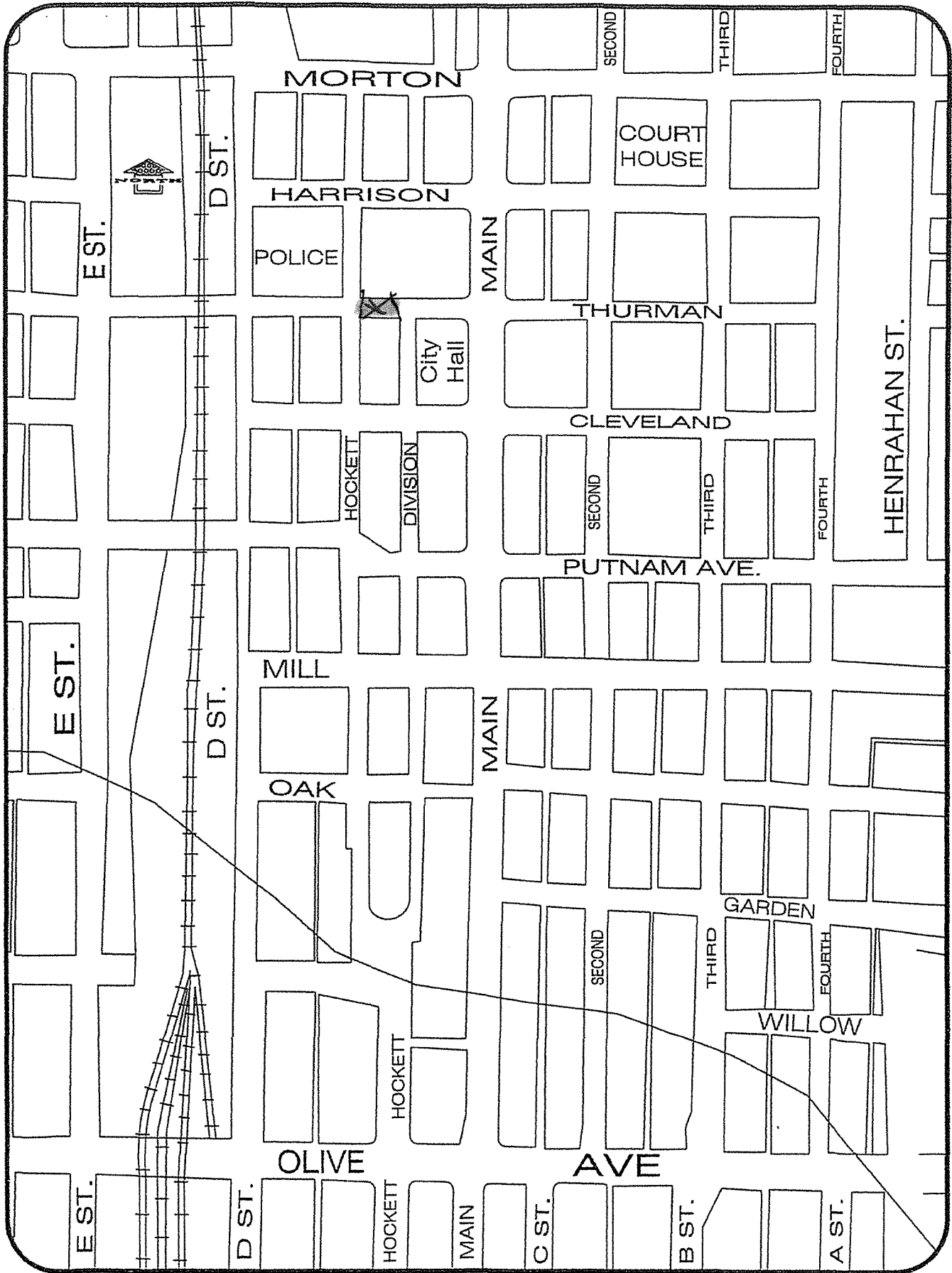
Community Dev. Director: _____

Field Services Manager: _____

Fire Chief: _____

Police Chief: _____

Administrative Services Mgr.: _____



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: DR Seuss Birthday Celebration

Sponsoring organization: Porterville City Library

Event date: 3/2/19 Hours: 1pm to 5pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Thurman Ave	Hockett	Division	DR Seuss Celebration
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	



CITY COUNCIL AGENDA – FEBRUARY 19, 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 February 5, 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

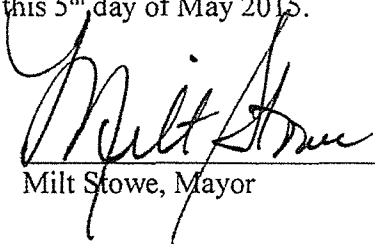
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

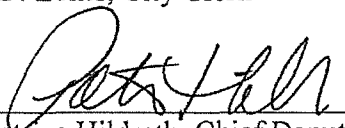
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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. Burrel Avenue
Visalia, CA 93291

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

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

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

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

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

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

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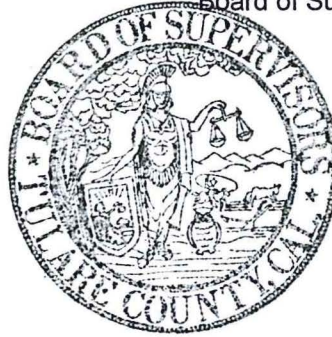
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. Ennis for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

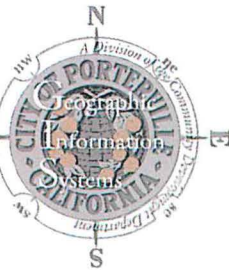
BY John Lollis
John Lollis, City Manager

Approved as to Form

BY John Lollis
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

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

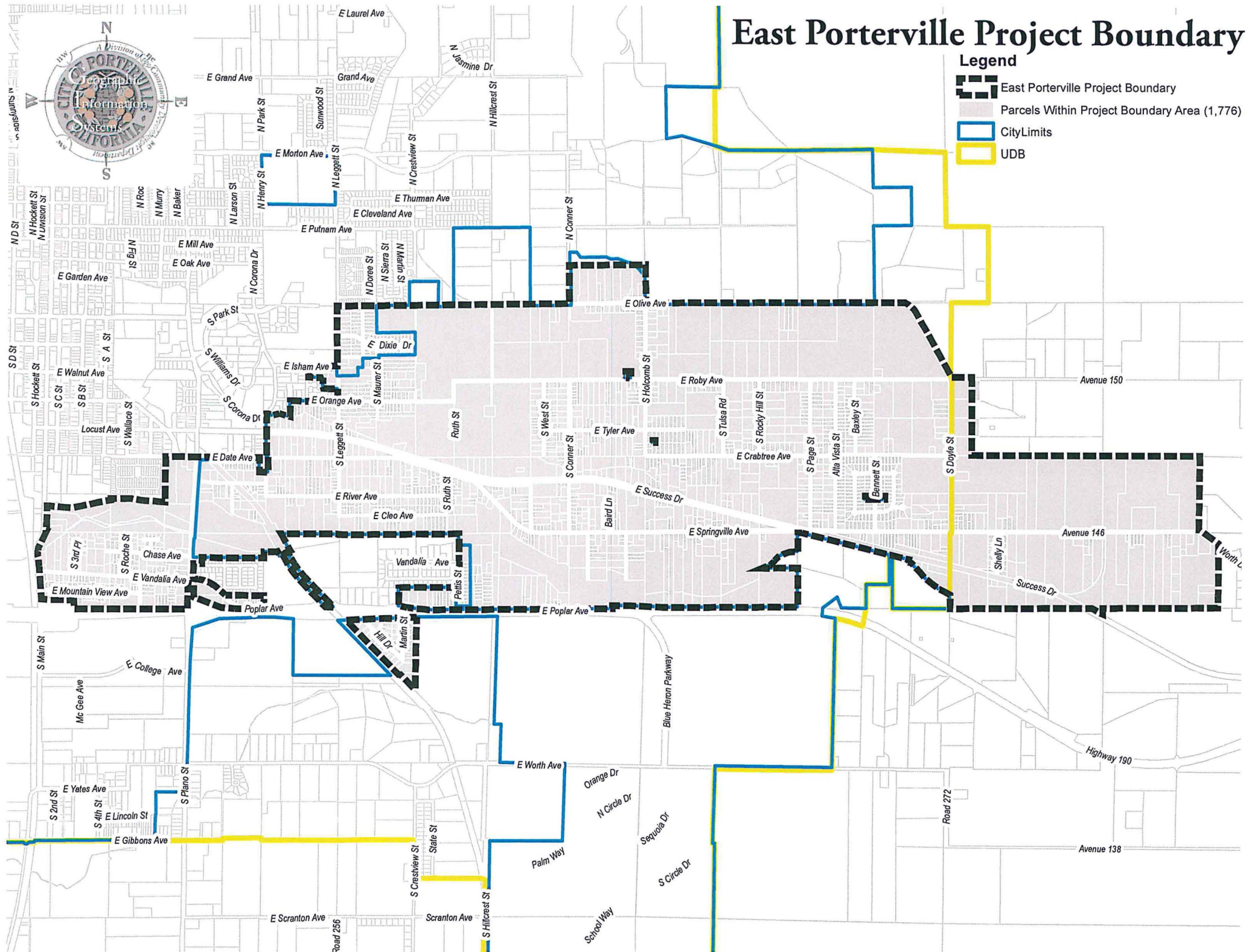


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

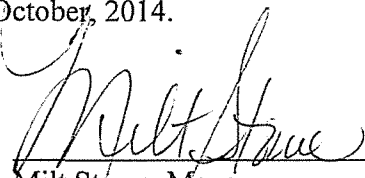
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

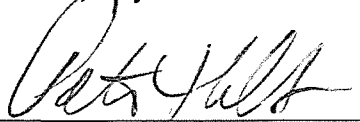
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

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



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

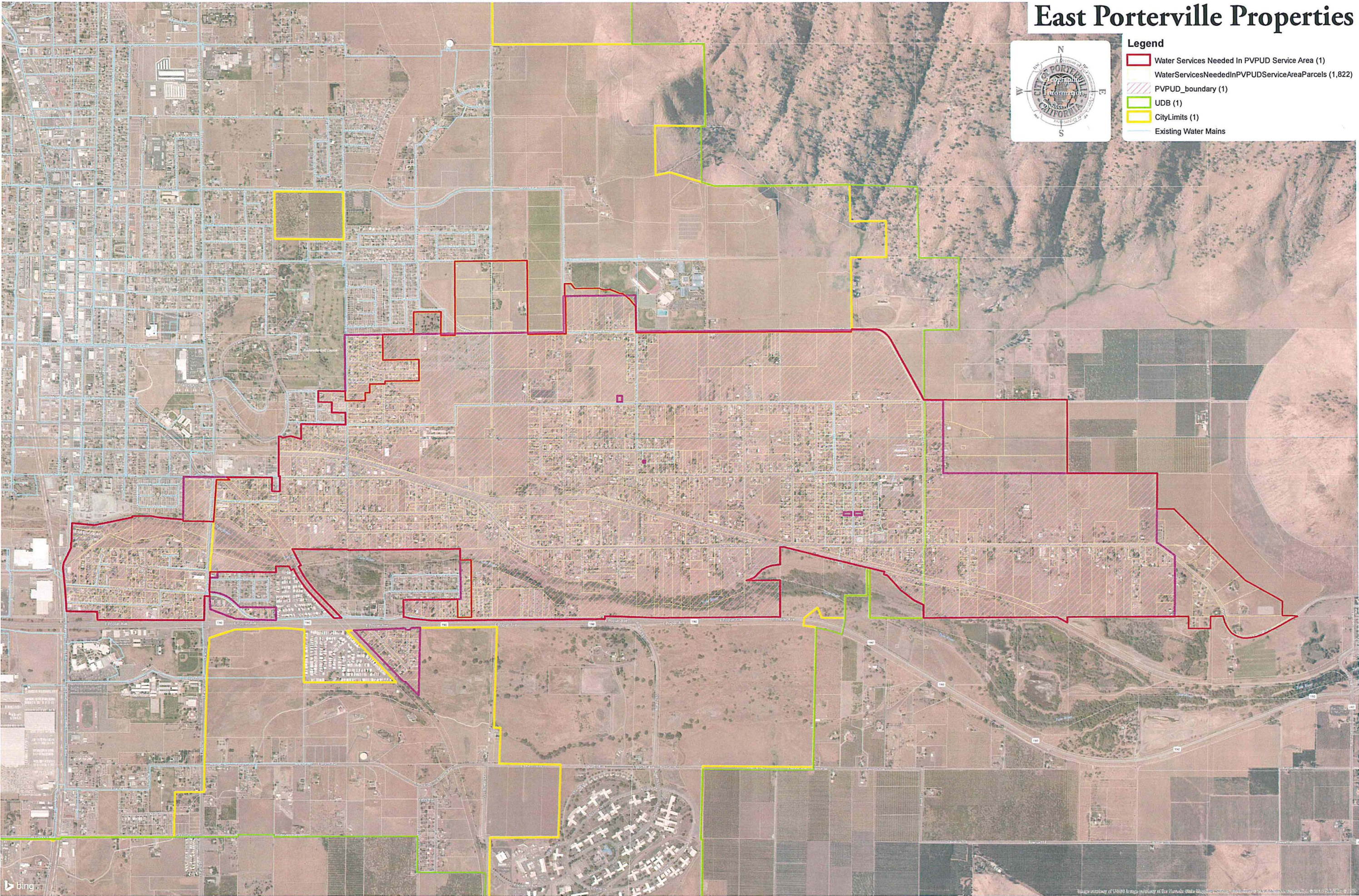
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk

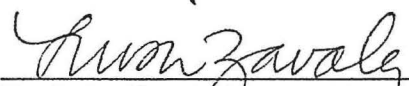

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

Tasks:

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

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

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

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

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

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

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

Sincerely,



James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

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



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

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

Dear Mr. Reed:

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

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

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

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

Sincerely,

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

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

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

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

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

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

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

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

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

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

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

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

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

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

I FURTHER ORDER THAT:

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

MAINTAINING CONSERVATION AS A WAY OF LIFE

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

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

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

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

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

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

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

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

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


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Consideration of Approval of a Minor Conditional Use Permit for Eddie's Doghouse

SOURCE: Community Development

COMMENT: In January, staff reviewed a business license application for a change of address for Eddie's Dog Grooming, which was located at 1392 W. Olive Ave., Suite F, to relocate to 75 N. Main Street. The General Plan Land Use classification and current zoning designation of the new location requires a Minor Conditional Use Permit (M-CUP) to allow the use of a dog grooming business. On January 11, 2019, the business owner submitted application materials for the M-CUP to allow the use of a dog grooming establishment.

On January 23, 2019, the Project Review Committee met with the applicant, Mr. Alvarado, to discuss the project. The applicant is requesting approval of a M-CUP to allow the use of a dog grooming establishment at 75 N. Main in the DR-N (Retail-North of Olive) zone district. The applicant's business will consist primarily of dog grooming services, and does not include boarding or veterinary care.

The request for a M-CUP is not projected to cause a negative impact on the surrounding tenants or community. A specific limitation according to Table 203.02(4) of the Porterville Development Ordinance ("PDO") is that the use shall be completely enclosed in a building of soundproof construction. The applicant has complied and provided plans that describe soundproofing measures that will be installed; additionally, the draft Resolution includes a condition of approval that upon reports of excessive noise related to the business, staff will verify nuisance and may require adjustments to minimize or eliminate said nuisance. The project shall be required to adhere to the performance standards identified in Section 306 of the PDO, for noise, odor and maintenance. All activities associated with the proposed use shall be exclusively confined to the interior of the building. A condition of approval is in place for the applicant to provide animal waste disposal bag dispensers for patrons and periodically inspect the parking areas for animal waste. Furthermore, upon approval of the use permit, any future violations of regulations of the codes pertaining to the safety of the animals or the conditions of the facility, and/or excessive service calls by the Police Department (Animal Control) may result in revocation of the use permit.

On February 12, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental

quality Act pursuant to the “General Rule” exemption 15061(b)(3).

RECOMMENDATION: That the City Council adopt the draft Resolution approving Minor Conditional Use Permit (2019-003-C) to allow the use of a dog grooming establishment in the DR-N (Retail-North of Olive) Zone subject to conditions of approval.

ATTACHMENTS:

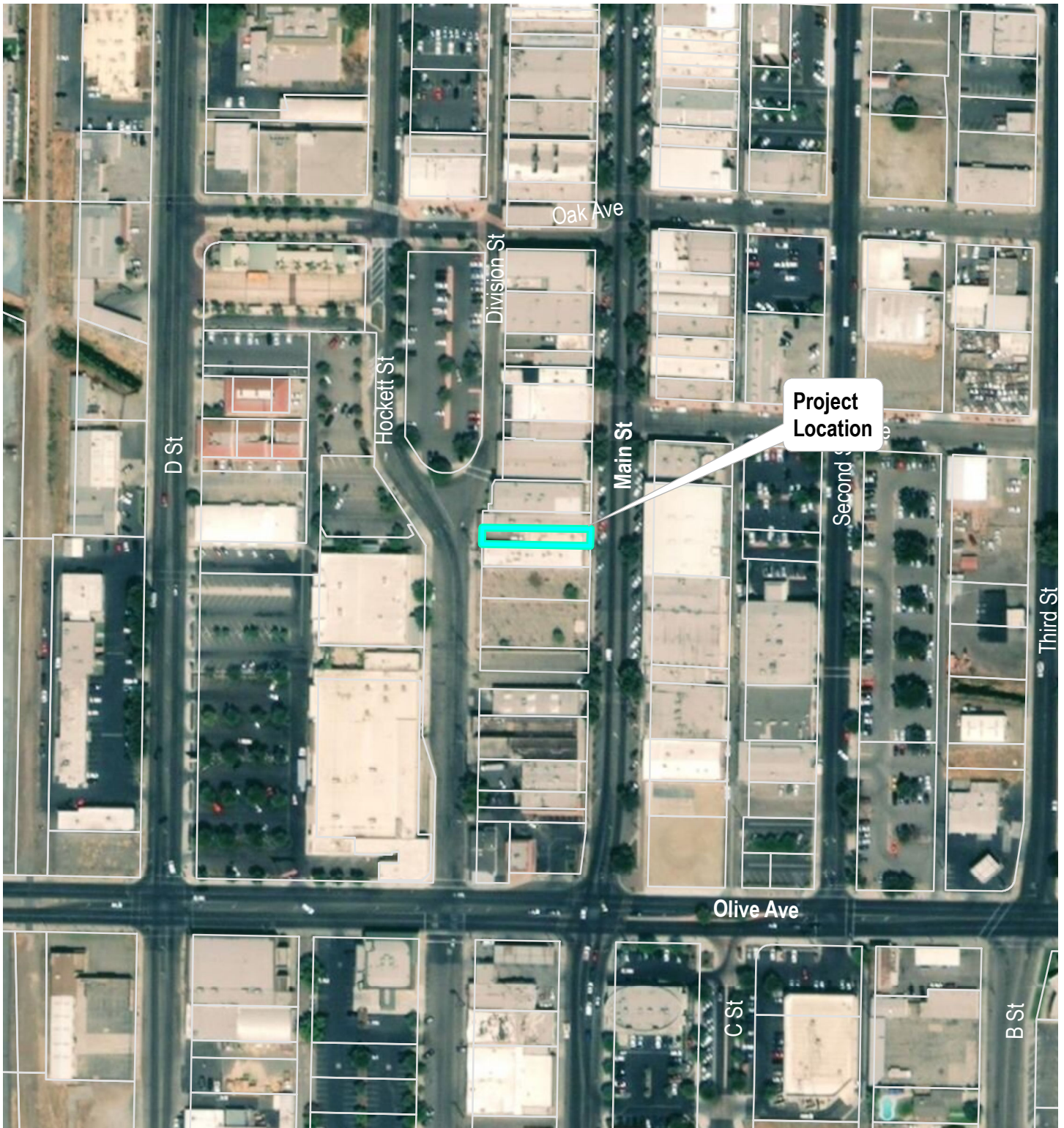
1. Locator Map
2. Floor Plan
3. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

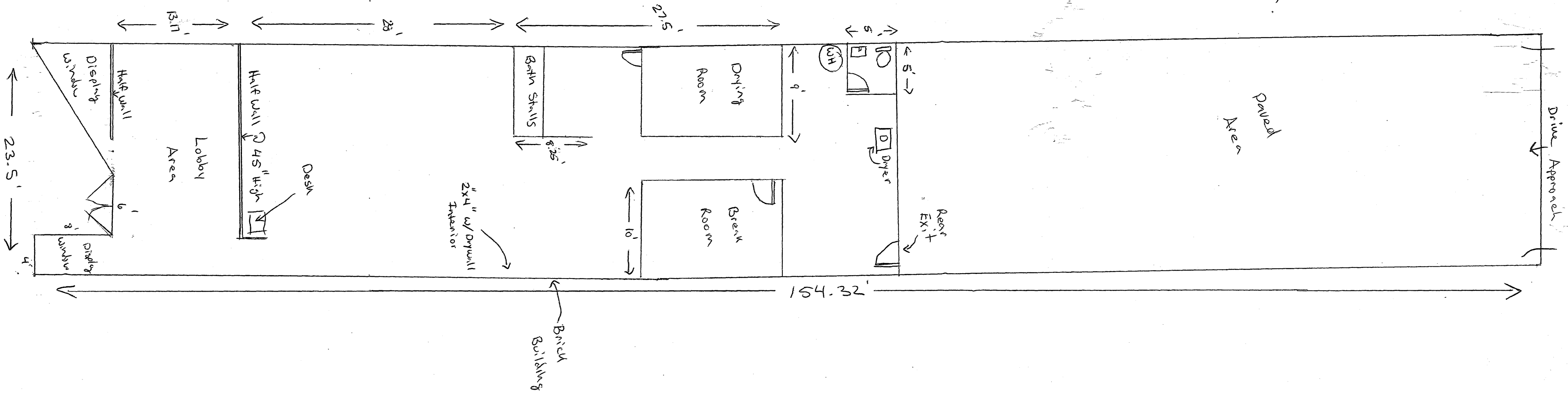


PRC 2019-003
Minor CUP for Eddie's Dog Grooming
@ 75 N. Main St
Project Locator Map
1" = 200ft

1/8" = 1'



75 N. Main St.



Main St.

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF MINOR CONDITIONAL
USE PERMIT (PRC 2019-003-C) TO ALLOW THE USE OF A DOG GROOMING
ESTABLISHMENT AT 75 N. MAIN STREET

WHEREAS: The City Council of the City of Porterville, at its regularly scheduled meeting of February 19, 2019, conducted a public hearing to consider Minor Conditional Use Permit (PRC 2019-003-C) to allow the use of a dog grooming establishment at 75 N. Main Street; and

WHEREAS: The City Council of the City of Porterville requires the review and approval of a Minor Conditional Use Permit to allow dog grooming establishments in the DR-N (Downtown Retail-North of Olive) Zone District; and

WHEREAS: On February 12, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act, pursuant to the "General Rule" exemption, Section 15061(b)(3) of the California Code of Regulation (CEQA Guidelines); and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties relative to said Minor 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 DR-N zoning district and General Plan policies that support the enhancement of Porterville's Downtown as a pedestrian-oriented district that reflects local history and culture. The use will be compatible with existing buildings and surrounding tenants and supports the General Plan Land Use Implementation Policies by promoting the revitalization and infill development in existing retail shopping centers.

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 that the establishment operates in a manner that will preserve the public health, safety and welfare of the properties in the vicinity. The site is located within an existing building and the project is conditioned that the use be completely enclosed in a building of soundproof construction and that all activities associated with the grooming of animals shall be exclusively confined to the interior of the building. The request for a Minor Conditional Use Permit to allow a dog grooming establishment is not projected to cause a negative impact on the surrounding community.

3. This project is Categorical Exempt pursuant to CEQA Guidelines §15061(b), (3) - General Rule: the approval of the dog grooming establishment will have no physical change to the environment.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Minor Conditional Use Permit (PRC 2019-003-C) subject to the following conditions:

1. Upon approval of the minor 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.
2. Upon approval of the minor conditional use permit, any future violations of regulations of the codes pertaining to the safety of the animals or the conditions of the facility, and/or excessive service calls by the Police Department (Animal Control Division) may result in revocation of the 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. Unless an extension of time is granted by the City Council, the minor conditional use permit shall expire two years after the date of approval if not 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. All activities associated with the proposed use shall be exclusively confined to the interior of the building.
6. The applicant shall adhere to the Porterville Development Ordinance; General Standards for uses and buildings.
7. Pursuant to 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.
8. Pursuant to Section 306.05 (Noise); no use may generate noise that is in violation of the City's Noise Standards contained in Chapter 18, Article IX, of the Porterville Municipal Code or other standards as may be adopted by the City Council.
9. Pursuant to Section 306.09 (Odors); no use, process or activity shall produce objectionable odors that are perceptible without instruments by a reasonable person at the lot lines of a site.
10. The applicant shall adhere to Section 18-90.5(a) Interior Noise Standards; It is unlawful for any person at any location within the incorporated areas of the city, to operate or cause

to be operated within a dwelling unit or on property occupied by a nonresidential use, any source of sound or to allow the creation of any noise which causes the noise level when measured inside another dwelling unit to exceed the noise level standards as set forth in the following table:

18-90.5(b) the noise level standards specified above shall be reduced by five (5) dB for pure tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises.

Category	Daytime 7:00 A.M. To 10:00 P.M.	Nighttime 10:00 P.M. To 7:00 A.M.
Maximum sound level (L_{MAX})	55	45

18-90.5(c) If the intruding noise source is continuous and cannot reasonably be discontinued or stopped for a time period whereby the ambient noise level without the source can be measured, the noise level measured while the source is in operation shall be compared directly to the noise level standards.

11. Upon reports of excessive noise related to the business, staff will verify nuisance and may require adjustments to minimize or eliminate said nuisance. Noise reduction panels or similar installations shall be installed to soundproof the building.
12. At the applicant's request, hours of operation shall be limited from 7:00 a.m. to 6:00 p.m.
13. The proposed pet grooming business shall not include veterinary care, boarding, or pet day care services.
14. Pursuant to Ordinance 1824 Article I Section 5-2.24 Leash Requirements; it shall be unlawful for the owner or handler in lawful possession or control of a dog to walk the dog on any public place or right-of-way without the dog being secured or tethered by a fixed length leash not to exceed six feet, and the number of dogs shall not exceed the number of dogs the owner or handler can reasonably and safely control and in no circumstance shall the number of dogs exceed three.
15. Pursuant to Ordinance 1824 Article III Section 5-3.9(a) Public Nuisance; it is declared to be a nuisance, and it shall be unlawful, for any person owning or having control or custody of any animal to do any of the following:
 - a. Section 5-3.9 (a)(2) permit an animal to defecate on public property without immediately cleaning or removing the excrement to a proper receptacle

- b. Section 5-3.9 (a) (3) permit unsanitary conditions to exist on any premises where an animal is kept which would cause foul or obnoxious odors, attract flies or vermin or otherwise threaten public health and safety.
- 16. To ensure animal waste is not left in the walkways and parking areas, the applicant shall provide animal waste disposal bag dispensers for patrons and periodically inspect the sidewalks in the vicinity of the business for waste associated with clientele of the business.
- 17. All signage shall comply with the Development Ordinance.

PASSED, APPROVED AND ADOPTED this 19th 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 19, 2019

SUBJECT: Consideration of Appointment to the Arts Commission

SOURCE: Administrative Services

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

Staff is in receipt of a Request for Appointment from Ms. Kacie Bellisch, which is attached hereto for Council's consideration. Ms. Bellisch is seeking to be appointed to the youth member seat.

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

RECOMMENDATION: That the City Council consider the appointment of Kacie Bellisch to the City's Arts Commission.

ATTACHMENTS: 1. Request for Appointment - Bellisch

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

FEB 04 2019

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Kacie Bellisch

(Please Print)

Appointment to: Arts Commission (Youth Representative)
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

Mailing Address:

[REDACTED]

Porterville, CA 93257

Name of Business:

N/A

☐ Own

☐ Operate

Business Address:

N/A

Telephone: Home

[REDACTED]

Work

N/A

FAX

E-mail

[REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☐ Yes

☒ No

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

- Experience in an art-related discipline. I have been heavily involved at the Barn Theatre since my freshman year of high school. Through ASB and CSF, I have 3-4 years of experience with event planning and communications. I am also enrolled in Harmony Magnet Academy's Performing Arts Program.
Please tell us why you are interested in this position.

I believe that by being on this commission, I will be able to bring new ideas that will encourage the City of Porterville to bond while broadening the representation of the arts in our community. I also plan to enrich youth development through projecting valuable life skills that can be taught within the arts.

☒ Resume attached

☐ Letter of request attached

Submitted By: Macie Bellisch

2-4-19

Date

Received by:

J. Zavala

Forwarded to: City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____

Kacie Bellisch

Outgoing high school student seeking a position where I can apply my dedication, motivation, and hard work to gain work experience and grow as a professional.

EXPERIENCE

Local Theater 2018 — *Little Shop of Horrors*

Director: Denise Everhart

Assisted backstage hands with set changes and props

Assisted with costume changes during production

Local Theater 2017 — *Mulan*

Director: Mary Shaw

Provided guidance and troubleshooted problems backstage for cues and costume changes for over 30 kids

Cooperated with and managed backstage hands

Local Theater 2016 — *Psycho Night at the Paradise Lounge*

Director: Wendy Plaisted

Learned how to communicate stage presence confidently

Used improvisational skills

Indie Film 2015 — *Jilted*

Director: Virginia Crawford

Learned about professional equipment used during production

Observed and worked with diverse professionals on set (producers, sound managers, directors, set managers, and actors)

EDUCATION

Harmony Magnet Academy, Academy of Performing Arts
Strathmore, CA — *Graduation Anticipated 2019*

References available upon request

Porterville, CA 93257

Clubs and Activities

2015-present **Key Club**

2015-present **California Scholarship Federation**

-Vice President 2017-2018

-Activities Coordinator 2018-2019

2015-present **Tennis**

2015-present **Softball**

2016-present **Associated Student Body**

2016-2018 **Leo Club**

2017-present **Sheriff's Explore Program**

2017-2018 **Treble Choir**

2017-present **Peer Tutor**

-Employed by Porterville Unified
School District

Summer 2018- **Camp Royal**

Summer 2018- **Central Valley Emerging Leaders
Summit**

Special Recognitions

2015-2018 - **Academic Honor Roll**

2017- **Academic Excellence on Presidents List**

2017- **Character Counts "Trustworthiness"**

2017- **Barn Theater President's Award**

References

Nicki Edwards

Photographer/President of the Barn Theater
Porterville Barn Theater
42 South Plano Street
Porterville, CA 93257
(559) [REDACTED]

Wendy Plaisted

Educator/Director at the Barn Theater
Porterville Barn Theater
42 South Plano Street
Porterville, CA 93257
(559) [REDACTED]

Eddie Lucio

Sheriff Deputy
Porterville Sheriff's Department
379 N. 3rd Street
Porterville, CA 93257
(559) [REDACTED]

January 28, 2019

To Whom It May Concern

Kacie Bellisch is a most unusual young woman.

I first met Kacie when she auditioned for a play I was directing at the Barn Theater in Porterville. At 13, she was too young for a part but she wanted to help in any way possible. She started out as assistant stage manager. After the first practice she took over as Stage Manager & did a fabulous job. In fact, she was the youngest stage manager in our 70 year history!

The Barn Theater is a beloved institution in our town. It's the place where interesting people come together to make magic. We've had a number of people go on to great jobs in the industry, from acting to costumes to wig making and beyond. We hope Kacie will be among that growing number of professionals.

Kacie has done just about everything at the Barn. She is a good actress, has helped backstage, has made props & is a very good kid "wrangler". We have a very active Junior Company which puts on one excellent play a year and Kacie is a wonderful role model for them.

Kacie helps out with all aspects of our community theater and sometimes at very short notice. She is invariably kind, efficient & has great problem solving abilities, whether it's in box office, fundraising events, or helping with plays. If Kacie sees a need, she steps up & steps in, always with a smile.

At my last Hossscar Awards ceremony as President, I was proud to present Kacie with the President's Award for outstanding services to the Barn Theater. She is a cherished member of our theater family. We watch her continued growth with awe and wait to see what a fabulous life she'll make for herself. Whatever she tries, she makes it a success. The sky is the limit for Kacie!

Sincerely,

Nicki Edwards
Board Member of the Barn Theater
559-[REDACTED]



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Consideration of Partnership with Sierra View Medical Center for Proposed 2019 Farmers Market

SOURCE: City Manager's Office

COMMENT: In 2015, Sierra View Medical Center ("SVMC"), along with the Visalia Farmers Market, began hosting a certified local Farmers Market. In 2016, the City Council became a partner and the Farmers Market was located on Main Street for the month of August. The City again partnered with SVMC for the 2017 and 2018 Farmers Market, which was located at the SVMC parking lot for the first half of the season, and then relocated to Main Street in front of City Hall for the second half of the season.

Since 2016, the Council's Special Purposes Reserve Fund has provided financial support of \$10,000 for the first year and \$15,500 for 2017 and 2018 to commensurate with the relocation and number of events held on Main Street.

Staff has continued to work with SVMC to grow the market into a true community event, complete with activities and to develop partnerships with the local school districts and the City Library. In 2018, there were twelve (12) markets, with six (6) days being located at Sierra View Medical Center and six (6) days on Main Street.

SVMC has requested \$19,754.36 from the City of Porterville to continue the Sierra View Farmers' Market partnership for 2019. If supported by Council, staff recommends that the Council's Special Purposes Reserve Fund again serve as the funding source for the request. Staff would then work to formalize the process and proceed with a Community Civic Event application to be considered by the Council at an upcoming meeting. Compared to prior years, increased funding toward the Market is requested in support of expanding the Healthy Bucks program to encourage resident participation, as well as to increase the Market Manager's allocation of time. Discussions have occurred in the past in regard to establishing a local Farmers Market independent of the Visalia Farmers Market, however, Sierra View is not interested in considering such an option at this time.

RECOMMENDATION: That the City Council consider the City's partnership with Sierra View Medical Center for the proposed 2019 Farmers Market.

ATTACHMENTS: 1. Farmers Market Proposed Budget 2019

2. Farmers Market Budget 2018

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

	2019 Sierra View Farmers' Market Accounting			
Month	Category	Total Cost	SVMC Expense	City of Porterville Expense
<i>May</i>				
	Social Media	\$ 100.00	\$ 50.00	\$ 50.00
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47
	Promotional Item - Fans/activity books (.99 per 1500 per item)	\$ 2,970.00	\$ 1,485.00	\$ 1,485.00
	Promotional Item - Kids Coloring Books (.70 per 500)	\$ 350.00	\$ 175.00	\$ 175.00
	Promotional Item - Stickers \$14 for 10 rolls of 200	\$ 14.00	\$ 7.00	\$ 7.00
	Banner Production - 3x6 (10 Total)\$63 cpp	\$ 630.00	\$ 315.00	\$ 315.00
	Sign Production for Strathmore Property - 4x8 (1 Total)	\$ 529.00	\$ 264.50	\$ 264.50
	Banner Production - 5x10 (1 Total)	\$ 161.95	\$ 80.97	\$ 80.97
	Pop Up Banners - 3x6.66 (6 Total) \$231.77 cpp	\$ 1,390.62	\$ 695.31	\$ 695.31
	Flyer Production Full Color - 2,000 Total \$30 a ream	\$ 120.00	\$ 60.00	\$ 60.00
	Three King Size Bus Ad (Production Cost Only) \$890 each	\$ 2,670.00	\$ 1,335.00	\$ 1,335.00
	Market Manager (24 hours a week @16 per hour)	\$ 1,536.00	\$ 768.00	\$ 768.00
	Monthly Total	\$ 10,844.51	\$ 5,422.25	\$ 5,422.25

	2019 Sierra View Farmers' Market Accounting				
Month	Category	Total Cost	SVMC Expense	City of Porterville Expense	United Healthcare
June					
	Bus Advertisement (cpm \$513 x 3)	\$ 1,539.00	\$ 769.50	\$ 769.50	
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Portable Bathroom--Prime Sanitation Services LLC	\$ 230.00	\$ 115.00	\$ 115.00	
	Characters--Hero Alliance Characters x (2 markets a month) \$300 per visit	\$ 600.00	\$ 300.00	\$ 300.00	
	Miscellaneous Activities, painting, crafts, etc.	\$ 300.00	\$ 150.00	\$ 150.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Healthy Bucks (Employee Incentive)	\$ 650.00			\$ 650.00
	Market Manager (24 hours a week @16 per hour)	\$ 1,536.00	\$ 768.00	\$ 768.00	
	Engineer/ Security/Envioronmental Services cost per market	\$ 500.00	\$ 500.00		
	Monthly Total	\$11,362.94	\$6,006.47	\$ 4,706.47	\$650.00

	2019 Sierra View Farmers' Market Accounting				
Month	Category	Total Cost	SVMC Expense	City of Porterville Expense	United Healthcare
July					
	Bus Advertisement (cpm \$513)	\$ 1,539.00	\$ 769.50	\$ 769.50	
	Social Media	\$ 100.00	\$ 50.00	\$ 50.00	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Portable Bathroom--Prime Sanitation Services LLC	\$ 230.00	\$ 115.00	\$ 115.00	
	Characters--Hero Alliance Characters x (2 markets a month)	\$ 600.00	\$ 300.00	\$ 300.00	
	Miscellaneous crafts and activities	\$ 300.00	\$ 150.00	\$ 150.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Healthy Bucks (Employee Incentive)	\$ 650.00			\$ 650.00
	Market Manager (24 hours a week @16 per hour)	\$ 1,536.00	\$ 768.00	\$ 768.00	
	Y.E.S. Program Students \$138.85 per bus for transportation	\$ 277.70	\$ 138.85	\$ 138.85	
	Engineer/ Security/Envioronmental Services cost per market	\$ 400.00	\$ 400.00		
	Monthly Total	\$11,640.64	\$6,095.32	\$ 4,895.32	\$650.00

	2019 Sierra View Farmers' Market Accounting				
Month	Category	Total Cost	SVMC Expense	City of Porterville Expense	United Healthcare
August					
	Bus Advertisement (cpm \$513)	\$ 1,539.00	\$ 769.50	\$ 769.50	
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Characters--Hero Alliance Characters x (2 markets a month)	\$ 600.00	\$ 300.00	\$ 300.00	
	Miscellaneous Activities	\$ 300.00	\$ 150.00	\$ 150.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Market Manager (24 hours a week @16 per hour)	\$ 1,536.00	\$ 768.00	\$ 768.00	
	Y.E.S. Program Students \$138.85 per bus for transportation	\$ 277.70	\$ 138.85	\$ 138.85	
	Engineer/ Security/Envioronmental Services cost per market	\$ 300.00	\$ 300.00		
	Monthly Total	\$10,560.64	\$5,830.32	\$ 4,730.32	

Total	\$44,408.70	\$23,354.34	\$19,754.36	\$1,300.00
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	2018 Sierra View Farmers' Market Accounting				
May	Category	Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Promotional Item - Grape and Strawberry Bags (2,000 Count) \$1.23 cpp	\$ 2,460.00	\$ 1,230.00	\$ 1,230.00	
	Print Schedule - Chamber Connect (May Issue)	\$ 235.29	\$ 117.64	\$ 117.64	
	Banner Production - 3x6 (10 Total)\$63 cpp	\$ 630.00	\$ 315.00	\$ 315.00	
	Sign Production for Strathmore Property - 4x8 (1 Total)	\$ 529.00	\$ 264.50	\$ 264.50	
	Banner Production - 5x10 (1 Total)	\$ 161.95	\$ 80.97	\$ 80.97	
	Pop Up Banners - 3x6.66 (2 Total) \$231.77 cpp	\$ 463.54	\$ 231.77	\$ 231.77	
	Flyer Production Full Color - 2,000 Total \$30 a ream	\$ 120.00	\$ 60.00	\$ 60.00	
	Billboard Production Cost - (6 Billboards) \$100 cpb	\$ 600.00	\$ 300.00	\$ 300.00	
	One King Size Bus Ad (Production Cost Only)	\$ 890.00	\$ 445.00	\$ 445.00	
	Monthly Total	\$ 6,462.70	\$ 3,231.35	\$ 3,231.35	\$0

June		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Bus Advertisement (cpm \$513)	\$ 513.00	\$ 256.50	\$ 256.50	
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Chamber (Flyer Stuffer) June Only	\$ 150.00	\$ 75.00	\$ 75.00	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Outdoor Campaign--Billboard Company (2 locations per 4 week posting) \$875 per billboard	\$ 1,750.00	\$ 875.00	\$ 875.00	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Radio Campaign - KTIP	\$ 500.00	\$ 250.00	\$ 250.00	
	Portable Bathroom - Delivery Fee	\$ 30.00	\$ 15.00	\$ 15.00	
	Portable Bathroom--Prime Sanitation Services LLC	\$ 200.00	\$ 100.00	\$ 100.00	
	Characters--Hero Alliance 2 Characters x (2 markets a month) \$225 per visit	\$ 450.00	\$ 225.00	\$ 225.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Healthy Bucks (Employee Incentive)	\$ 650.00			\$ 650.00
	Farmers Market Manager (4 Markets @ \$75 per day)	\$ 300.00	\$ 300.00		
	Engineer/ Security/Envioronmental Services cost per market	\$ 500.00	\$ 500.00		
	Monthly Total	\$11,050.94	\$6,000.47	\$ 4,400.47	\$650.00

July		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Bus Advertisement (cpm \$513)	\$ 513.00	\$ 256.50	\$ 256.50	
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Outdoor Campaign--Billboard Company (2 locations per 4 week posting) \$875 per billboard	\$ 1,750.00	\$ 875.00	\$ 875.00	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Radio Campaign - KTIP	\$ 500.00	\$ 250.00	\$ 250.00	
	Portable Bathroom--Prime Sanitation Services LLC	\$ 200.00	\$ 100.00	\$ 100.00	
	Characters--Hero Alliance 2 Characters x (2 markets a month)	\$ 450.00	\$ 225.00	\$ 225.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Healthy Bucks (Employee Incentive)	\$ 650.00			\$ 650.00
	Farmers Market Manager (4 Markets @ \$75 per day)	\$ 300.00	\$ 300.00		
	Engineer/ Security/Envioronmental Services cost per market	\$ 400.00	\$ 400.00		
	Monthly Total	\$10,770.94	\$5,810.47	\$ 4,310.47	\$650.00

August		Total Cost	SVMC Expense	C.O.P. Expense	United Healthcare
	Social Media	\$ -	\$ -	\$ -	
	Print Schedule - Porterville Recorder x 1 a Month for Quarter Page Ad	\$ 372.94	\$ 186.47	\$ 186.47	
	Outdoor Campaign--Billboard Company (2 locations per 4 week posting) \$875 per billboard	\$ 1,750.00	\$ 875.00	\$ 875.00	
	Radio Campaign - KJUG	\$ 1,000.00	\$ 500.00	\$ 500.00	
	Radio Campaign - La Campesina	\$ 500.00	\$ 250.00	\$ 250.00	
	Radio Campaign - KTIP	\$ 500.00	\$ 250.00	\$ 250.00	
	Portable Bathroom--Prime Sanitation Services LLC	\$ 200.00	\$ 100.00	\$ 100.00	
	Characters--Hero Alliance 2 Characters x (2 markets a month)	\$ 450.00	\$ 225.00	\$ 225.00	
	Healthy Bucks (Community Incentive)	\$ 3,335.00	\$ 1,667.50	\$ 1,667.50	
	Healthy Bucks (Veggie Rx)	\$ 800.00	\$ 800.00		
	Farmers Market Manager (4 Markets @ \$75 per day)	\$ 300.00	\$ 300.00		
	Engineer/ Security/Envioronmental Services cost per market	\$ 300.00	\$ 300.00		
	Monthly Total	\$9,507.94	\$5,453.97	\$ 4,053.97	
Total		\$37,792.52	\$20,496.26	\$15,996.26	\$1,300.00



CITY COUNCIL AGENDA – FEBRUARY 19, 2019

SUBJECT: Consideration of Draft Ordinance to Amend 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.

At its meeting on February 5, 2019, the City Council directed staff to prepare a Draft Ordinance that would provide a very limited exemption for individuals who are not currently a certified massage practitioner or therapist by the California Massage Therapy Council (CAMTC) due to their school having closed on or before June 30, 2016, that they may obtain a license to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business, pending CAMTC certification under its Closed School Policies. Within the Draft Ordinance, staff has presented several specific criteria to qualify for the limited exemption, including: 1) evidence of current application for CAMTC certification; 2) evidence of membership with the Associated Bodywork & Massage Professionals and proof of current Association insurance coverage; and 3) possessing a valid business license in another United States jurisdiction for massage services that is in good standing. The exemption would be limited to a single six (6) month period, which Council could consider allowing one six (6) month extension with evidence of continued pending CAMTC certification. Revised CAMTC Closed School Policies went into effect January 1, 2019, and timelines have not yet been defined for new certification determinations.

RECOMMENDATION: That the City Council consider the Draft Ordinance to amend the licensing requirements for massage businesses and practitioners. If the Council chooses to approve the draft ordinance, staff recommends that the Council give first reading by title only, waive further reading, and order the ordinance to print.

ATTACHMENTS: 1. Municipal Code Chapter 15, Article IX
 2. Draft Ordinance

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.

MASSAGE 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.

MASSAGE 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)

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING LICENSING REQUIREMENTS FOR MASSAGE BUSINESSES AND
PRACTITIONERS

WHEREAS, on January 19, 2016, the City Council adopted Ordinance 1831, establishing licensing requirements for massage businesses and practitioners;

WHEREAS, licensing of massage businesses is a legitimate and reasonable means of accountability to ensure that operators of massage businesses comply with reasonable regulations and to ensure that operators do not knowingly allow their establishments to be used as places of illegal activities or conduct such as: (1) purchasing persons for purposes of prostitution; or (2) engaging in pimping or pandering, or lewd or obscene conduct;

WHEREAS, under the current City regulations, it is 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 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.;

WHEREAS, some massage therapists and practitioners have received their training prior to the availability of certification through the CAMTC from schools that are no longer in operation, and said individuals may be otherwise licensed and in good standing in other jurisdictions but cannot do business within the City unless they are able to obtain the CAMTC certification; and

WHEREAS, the City Council desires to create a limited exception to the business license requirements for said individuals who are in the process of obtaining their certification from CAMTC, and in the mean time wish to do business within the City as a massage therapist or practitioner pending CAMTC certification.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Section 15-126 of Chapter 15, Article IX is amended to read as follows:

Sec. 15-126. - EXEMPTIONS.

The provisions of this chapter 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 chapter 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 chapter 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) Additional Limited Exemption/Temporary Permit. An individual who is currently not a certified massage practitioner or therapist by CAMTC as defined in Section 15-125, due to his or her school having closed on or before June 30, 2016, may obtain a license to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business for one six-month period, pending CAMTC certification under its Closed School Policy(ies), provided that all the following requirements are met:
- (1) Prior to applying for a permit under this section, he or she possesses a valid business license for massage therapy services and was at all times in good standing in another U.S. city's jurisdiction.
 - (2) The individual provides sufficient evidence to and as determined by the City of Porterville that he or she is applying to the CAMTC for certification as a certified massage therapist or practitioner.

- (3) The individual provides evidence of current membership with the Associated Bodywork & Massage Professionals, including proof of current insurance coverage obtained through that Association.
- (4) *The individual's business location and operations must comply with all other provisions of this Article and Chapter 21 of the Porterville Municipal Code. A Non-CAMTC certified owner of a business where the an individual will be engaging in massage therapy services shall continue to be required to comply with all applicable requirements specified in Article IX, including but not limited to 15-128B.11, even if the massage therapy services qualify as ancillary massage services.*
- (5) If the individual does not receive his or her CAMTC certification within the period specified above, the permit shall expire and the individual will no longer be able to practice massage therapy services in the City. *The City may extend the permit for a maximum of one additional six-month period, upon a showing by the individual that CAMTC certification/approval is pending, after which no further extensions shall be granted.*
- (d) **Furnish Evidence:** Any person claiming *an exemption* 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.

SECTION 2: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 3: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

PASSED, APPROVED AND ADOPTED this _____ day of March, 2019.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk