



CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA 93257
And 21546 AMAZON RIVER CIRCLE, SONORA, CA 95370
JULY 2, 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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, and Che Johnson. Employee Organizations: Porterville City Employees Association, Porterville City Firefighters Association, and Fire Officer Series.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Francisco Ramirez. Agency claimed against: City of Porterville.

3 - 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.

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

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

Pledge of Allegiance Led by Council Member Stowe.

Invocation

AB 1234 REPORTS

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

1. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - June 20, 2019
2. Tulare County Economic Development Corp. (TCEDC) - June 26, 2019

STAFF INFORMATIONAL REPORTS

This is the time for all staff informational items.

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **Authorization to Purchase Master Meter 4G Radio Read Water Meters**
Re: Considering approval to purchase new meters, replacement meters and/or meter registers during the 2019/2020 fiscal year, up to but not exceed \$480,000.
2. **Authorization to Purchase a Replacement Waste Activated Sludge Pump**
Re: Consideration to authorize to award the purchase of a Waste Activated Sludge Pump to Liberty Process Equipment Inc, in an amount not to exceed \$15,263.
3. **Authorization for the Purchase and Upfit of Fourteen (14) Police Vehicles for \$644,478**
Re: Consideration to authorize the purchase and upfit of fourteen (14) Police Vehicles in the amount of \$644,478
4. **Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge**
Re: Consideration to authorize to purchase water shares or surface water during the 2019/2020 fiscal year up to \$500,000.
5. **Authorization for Funding to Outfit Police K-9 Vehicle**
Re: Considering approval for additional funding of \$1,141.03 for a total amount of \$10,692.77 for the outfitting of a police K-9 vehicle .
6. **Approval to Renew Subscription to Microsoft Office 365 G1 Platform for Email and Calendar Services**
Re: Consideration to approve renewal subscription of Microsoft Office 365 G1 at a cost of

\$23,850.00 annually.

7. **Award of Contract - Community Development Block Grant Five Year Consolidated Plan**
Re: Consideration to approve and award the Five year Consolidated Plan Update to The Ramsay Group in the amount of \$21,755.
8. **Acceptance of Final Subdivision Map - Windsor Court (Presidio JJR Cambria 80, LLC)**
Re: Consideration to approve the final subdivision map for Windsor Court, a residential housing project located on the north side of Henderson Avenue approximately 1/8 mile west of Westwood Street.
9. **Authorization for Annual Waste Water Treatment Facility SCADA Service Contract**
Re: Authorization to Award Annual Service Contract to TESCO Controls Incorporated for a do not exceed amount of \$6,000.
10. **Household Water Tank Replacement Project - Self-Help Enterprises On-Site Plumbing Agreement**
Re: Consideration to approve and authorize an agreement with SHE and CSET for services to connect households as a part of the project, and authorize progress payments of up to \$356,900.
11. **Approval of Transit Measure R Program Supplement to Cooperative Agreement**
Re: Considering approval of a resolution in support of the Program Supplement to the Cooperative Agreement, which will allow the City of Porterville Transit Program to continue receiving operating funds from Measure R to be utilized towards expansion routes.
12. **Assignment of Airport Lease - Lot 34B**
Re: Considering approval of the Assignment of the Airport Lease for Lot 34B between the City of Porterville and Orville Allen Ennis and Susan Eva Ennis, Trustees of the Ennis Family Revocable Trust dated July 8, 2005 to Ray Swiney.
13. **Approval of Resolution Authorizing the Filing of RSTP Exchange Program Fund Claim for the Fiscal Year 2018-2019**
Re: Consideration to approve draft resolution to authorize the Finance Director to sign and submit the FY2018-2019 RSTP Exchange Program fund claim to the Tulare County Association of Governments in the amount of \$670,040.
14. **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

15. Public Health Goal Report

Re: A Public Hearing to receive comments about the City's Public Health Goal Report, which was established by the Cal-EPA's Office of Environmental Health Hazard Assessment (OEHHA) and intended to inform the public of drinking water contaminants that exceed the Public Health Goal set by Cal-EPA.

SECOND READINGS

16. Second Reading - Ordinance No. 1858 - Amending Series 500 of Chapter 21 of The Porterville Municipal Code

Re: Second Reading of Ordinance No. 1858 to amend the Hillside Zone Overlay District, to clarify applicability of the Hillside Overlay regulations on parcels 6% or greater in average slope.

SCHEDULED MATTERS

17. Adoption of Annual Appropriation Limit

Re: Consideration to approve draft resolution adopting the appropriation limit of \$74,449.319 for 2019-2020 fiscal year.

18. Intent to Schedule a Public Hearing for Phase 1 - Transit Service Modifications

Re: Consideration to schedule a Public Hearing for phase 1 transit service modifications.

19. Porterville Art Festival

Re: Considering approval of the Porterville Art Festival event to be held on September 28, 2019 and the allocation of \$1,000.00 to the Arts Commission from the Community Promotions operating budget.

20. Consideration of Appointment to City Council and Determination of Effective Date

Re: Consideration of an appointment of an individual to fill the unexpired term of Vice Mayor Ward's City Council seat to be vacated July 17, 2019.

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 July 16, 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 – JULY 2, 2019

SUBJECT: Authorization to Purchase Master Meter 4G Radio Read Water Meters

SOURCE: Public Works

COMMENT: Water meters installed throughout the City are critical to determining water consumption and generating revenue from water sales. This revenue source funds the operating and maintenance costs of the water utilities enterprise fund. The City owns and maintains approximately 16,800 meters throughout its water distribution system. In order to maintain the supply of meters staff would like to request the opportunity to purchase new and replacement water meter inventory in bulk for the 2019/2020 fiscal year. The City has previously ordered replacement water meters and registers in small increments, on an as needed basis, to refill stock and meet the demands of development. Last fiscal year, staff experienced extended lead times of up to 10 weeks, creating an operational challenge to meet demands and maintain replacement and reserve stock.

Master Meter Inc., meters currently comprise roughly 3,360 (20%) of the total active meters in the distribution system. The purchase of various sizes of new and replacement meters and registers are necessary to maintain system accounting and service account establishment. Master Meter, Inc. is a well-established manufacturer and supplier of meters throughout the industry, and the City's Water Utilities Division has been utilizing Master Meter meters in the City's water distribution system for more than 10 years. Core & Main, formerly HD Supply, is the sole distributor of Master Meter meters in California. With the East Porterville Water Consolidation Project, the City started the implementation of Master Meter 4G radio read meters and the meter reading equipment and is moving towards the conversion of existing direct read meters to radio.

Staff recommends that City Council authorize the Public Works Director to purchase Master Meter 4G radio read water meters, replacement meters and meter registers in the amount not to exceed \$480,000 in the 2019/2020 fiscal year. If approved Staff would be able to place large quantity orders at the beginning of the 2019/2020 fiscal year, avoiding the extended lead times and keeping up with demands. Funds for the purchase of these new meters, replacement meters and/or registers have been set aside in the Water Capital Improvement Budget for fiscal year 2019/2020 and will be funded by the Water Replacement Fund.

RECOMMENDATION: That the City Council authorize the Public Works Director to purchase new and replacement Master Meter 4G radio read water

meters and meter registers from Core and Main during the 2019/2020 fiscal year, up to, but not exceed \$480,000.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Authorization to Purchase a Replacement Waste Activated Sludge Pump

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is requesting authorization to purchase a new waste activated sludge (WAS) pump. The new pump will replace one of the existing pumps that was installed in 1994. The WAS pump is used to maintain the proper concentration of microorganisms in the aeration basins for the stabilization of organic matter in the wastewater.

The WWTF received three (3) quotes for a new WAS pump. The quotes are as follows:

Liberty Process Equipment, Inc. - \$12,243
MuniQuip, LLC - \$14,400
Cortech Engineering - \$19,188

Liberty Process Equipment Inc., has been identified as the lowest bidder, therefore securing the purchase of a new WAS pump for a total not to exceed amount of \$15,263 which includes freight, taxes and a ten percent contingency. Expenditure for the purchase of a new WAS pump is to be funded from the 2019/2020 Wastewater operating Budget.

RECOMMENDATION: That City Council:

1. Award the purchase of a Waste Activated Sludge Pump to Liberty Process Equipment Inc., for a do not exceed amount of \$15,263 which includes pump, freight, taxes and a ten percent contingency;
2. Direct the Finance Director to initiate a Purchase Order to Liberty Process Equipment, Inc., for a do not exceed amount of \$15,263 which includes pump, freight, taxes and a ten percent contingency; and
3. Direct the Finance Director to make payment to Liberty Process Equipment, Inc. upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Liberty
2. MuniQuip
3. Cortech

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



Liberty Process Equipment, Inc.
2525 S. Clearbrook Drive
Arlington Heights, IL
60005-4623
Phone: (847) 640-7867
Fax: (847) 640-7855

Quote

Page 1 of 1

Quote Number: 0079028

Quote Date: 4/16/2019

Quote valid through 5/16/2019

Customer Number: CITPOPO

Salesperson: MARK SNITOWSKY

Sold To:

CITY OF PORTERVILLE
ATTN: PURCHASING DIVISION
291 N. MAIN ST.
PORTERVILLE, CA 93257

Confirm To:

RON McALLISTER

Ship To:

CITY OF PORTERVILLE WWTP
1333 W. GRAND AVENUE
PORTERVILLE, CA 93257

Customer Reference	Ship VIA	F.O.B.	Terms	Approximate Delivery	
1G065G1 PUMP		ARLINGTON HTS.	NET 30 DAYS UPON APP	4-6 WEEKS	
Item Description	Serial Number	Unit	Qty	Price	Amount
1G065G1L CDQ HRA PUMP		EACH	1	12,231.00	12,231.00

PUMP MATERIALS OF CONSTRUCTION:
CAST IRON CASINGS
TOOL STEEL/CHROME PLATED ROTOR
BUNA ELASTOMER STATOR
FLUSH-PACKING SEAL TYPE
FIBER DEFLECTOR

- "X" DESIGNATES SPECIAL ROTOR BUT DOES NOT SPECIFY. PLEASE ADVISE ROTOR REQUIREMENTS FOR RE-QUOTE.

PRICES ARE NET

PACKAGING FEE \$12.00 PER PKG

12.00

THANK YOU

MARK SNITOWSKY

Total: 12,243.00

Quoted prices in US dollars. Does not include shipping or packaging charges which will be added to our invoice at the time of shipment.
Effective March 1, 2012 our packing/handling charge will be \$12 per package.
Visit our website at <http://www.libertyprocess.com>

All sales are subject to our Terms and Conditions which can be found on our website at
<http://www.libertyprocess.com/pump_warranty_information.html>

Engineered Products For the Manufacturing & Processing Industries



MUNIQUIP, LLC

Your Source For Water & Wastewater Equipment



DATE: May 3, 2019

QUOTE #MQ19-1466

TO: City of Porterville WWTP

ATTN: Ron McAllister

RE: Moyno Progressive Cavity Pump

Dear,

We are pleased to offer the following items for your consideration, please make note of line items 1-4 they are duplicate items just utilizing different materials:

PROGRESSIVE CAVITY PUMP

ITEM 1

One (1) Progressive Cavity Pump: Moyno 2000 pump model 1G065G1CDQ3HRDbIChrome, Fiber Deflector, Rotor, Stator, wet end of pump does not include gear box, motor, or accessories, Freight included, start up services included, as manufactured by **Moyno**.

Item one as described above for the price of.....\$14,400.00

NOTES:

Parts are subject to a 14-16-week lead time based on stock at factory

Sales tax & freight are not included in above pricing.

Freight is F.O.B. factory.

Quotation is valid for 60 days.

This proposal is subject to the attached MuniQuip Terms & Conditions and/or the Terms and Conditions of the individual companies MuniQuip has quoted.

Best Regards,

MuniQuip, LLC

Taylor Hansell

Sales Engineer

209-489-0073

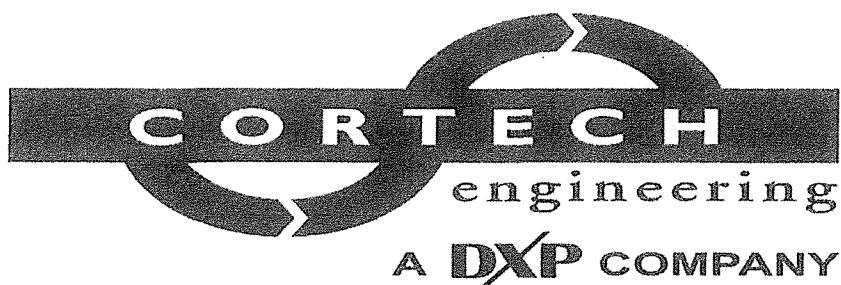
Thansell@muniquipllc.com

TERMS AND CONDITIONS

1. Acceptance of this Order is final only upon written approval by MuniQuip, L.L.C. ("MQ").

2024 Opportunity Drive # 130, Roseville, CA 95678, (916) 787-5641 office, (916) 787-5642 fax

www.muniquipllc.com



May 7, 2019

ATTN: RON MCALLISTER - CITY OF PORTERVILLE
PORTERVILLE, CA.

QUOTE: DXP072-19-1740
Project:

We are pleased to provide pricing for the following equipment:

Qty	Part #	Description	Each	Total
1	LIBPU 1G065G1L CDQ HRA	PUMP, CAST IRON CASING, TOOL STEEL, CHROME PLATED ROTOR, BUNA ELASTOMER STATOR, FLUSH-PACKING SEAL TYPE, FIBER DEFLECTOR.	\$ 19,188.00	\$ 19,188.00
Please reference DXP072-19-1740 when placing order.				Total: \$19,188.00

Subject to Cortech Engineering's Terms & Conditions of Sale. Net Thirty (30) Terms are subject to Cortech Engineering's credit department approval.

F.O.B: FACTORY

Notes: Items not included in the above package include: Installation labor, anchor bolts, gauges, control panels, seal or packing flush hardware, video equipment/taping, lubricants, special paint or paint preparation, local taxes, noise or vibration testing, wiring, conduits, field startup, hatch, ladder, lifting chain, shackles, floats, additional factory testing or items not listed in the above proposal.

Availability: 5 to 7 weeks, ARO, FOB Factory

Regards,

Mike Walsh
CSR
Cortech Engineering
Direct: EXT 4016
FAX: (714) 693-1715
Michael.Walsh@dxpe.com



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Authorization for the Purchase and Upfit of Fourteen (14) Police Vehicles for \$644,478

SOURCE: Police

COMMENT: Each year, the Police Department finds it necessary to purchase vehicles to replace aging vehicles in their fleet. As always, a careful evaluation is made of each particular vehicle to determine actual need for replacement. In light of our commitment to strong budget fiscal management, this part of the Police Department's vehicle replacement process is even more critical to ensure that a vehicle is not replaced only because it was scheduled to be replaced.

Many factors are considered in this process, such as the age of the vehicle, mileage, maintenance costs, etc. A primary consideration is given to the safety of each vehicle, due to the high-risk driving required at times for these vehicles. In addition, the evaluation includes examining the assignment of vehicles to determine if reassignment of vehicles can reduce fleet numbers.

The Police Department has recently completed this evaluation and determined that six (6) General Fund vehicles need to be replaced. Due to strong fiscal management and strategic contributions to our vehicle depreciation plan, the monies for the General Fund Replacement vehicles have already been accumulated in the Equipment Replacement Fund.

In addition to the replacement of six (6) General Fund vehicles, the passage of Measure I and the allocation of nine (9) additional sworn personnel and one community service officer this fiscal year requires the purchase of eight (8) additional vehicles with Measure I monies. Seven (7) of these vehicles will be for new sworn personnel positions and one (1) will be for the new community service officer position. While nine (9) additional sworn personnel are allocated for the next fiscal year, it is anticipated that two (2) of these positions will not be required to have an available vehicle until the end of the fiscal year so vehicles for these positions are not being requested at this time. Monies for these vehicles with the equipment outfitting will be available through Measure I monies.

Of the requested fourteen (14) vehicles, three (3) will be unmarked police vehicles, ten (10) will be marked police vehicles, and one (1) will be a Community Service Officer vehicle.

The Police Department is requesting authorization to purchase three (3)

unmarked police vehicles, ten (10) marked police vehicles, (1) Community Service Officer vehicle, and fourteen (14) police radios per Resolution 35-93, which authorizes no-bid purchases through a cooperative purchase program. The Police Department has identified Bravo CDJR of Alhambra as a provider of such a program for our desired police vehicles, City of Visalia Contract #RFB-18-19-43/P.O. P02215-P02219-1. We have also identified National Auto Fleet Group as a provider for the community service truck as they hold the Sourcewell master vehicle contract #120716-NAF. Each of the quotes also contain the costs associated with the upfitting of each vehicle to department requirements.

For the required police vehicle radios which are all provided by Motorola, Inc., the purchase will be made from the current LA County Contract. Finally, a total of twelve (12) Dell laptop MDT's and associated equipment and software will need to be purchased for \$24,970.68. The MDT's allow personnel to conduct necessary inquiries in the field, as well as keep themselves and others updated on current incidents in progress and allow the transmission of required information between field units and the Communications Center and are purchased from Dell, our sole provider for all department MDT equipment.

The quotes for the purchase of vehicle's, the associated emergency equipment and costs for installation are attached. Attached are quotes for the vehicles and related equipment:

(10) Marked Police Vehicles - 2019 Dodge Charger – Patrol - \$413,791.00
(3) Unmarked Police Vehicle – 2019 Dodge Charger - Admin - \$113,567.37
(1) Marked Police Vehicle - 2018 Chevrolet Silverado – CSO - \$38,068.82
(14) Police Vehicle Radios - \$51,770.68
(12) Dell Latitude 7212 and related hardware/software \$24,970.68 plus sales tax

Total cost for purchase and outfitting of fourteen (14) Police Vehicles is \$644,478.

RECOMMENDATION: That the City Council:

- 1) Authorize Police Department Staff to purchase and upfit of thirteen Dodge Chargers, three (3) of which will be unmarked administration vehicles, ten (10) which will be marked police patrol vehicles from Bravo CDJR of Alhambra, and (1) marked Community Service Officer Chevrolet Silverado from National Auto Fleet Group;
 - 2) Authorize the purchase of fourteen (14) police vehicle radios from Motorola Solutions, Inc.;
 - 3) Authorize the purchase of twelve (12) MDT's from Dell, Inc.;
- and

4) Authorize payment upon satisfactory delivery of the vehicles/equipment.

ATTACHMENTS:

1. Build, 3 Admin Units (2019)
2. Build, 10 Patrol Units (2019)
3. Build, CSO Truck (2019)
4. Motorola Radios for Units (2019)
5. 12 Dell Latitude 7212 (MDTs 2019)

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: Patrice Hildreth, Administrative Services Dir

BRAVO CDJR OF ALHAMBRA

June 17, 2019

Lieutenant Josh Maniss
Porterville Police Dept.
350 North D Street
Porterville, Ca 93257
Delivery Via Email

Dear, Lt. Maniss

In response to your inquiry, we are pleased to submit the following for your consideration:

Bravo CDJR of Alhambra, will sell, service and deliver at City of Porterville, new/unused 2019 Dodge Charger sedans responding to your requirement with the attached specifications for \$ 25,304.00 plus State Sales Tax, and Upfit plus \$8.75 tire tax (non-taxable). These vehicles are available under the City of Visalia Per RFB-18-19-43 / P.O P02215-P02219 -1. Units to be all Black. ADMIN BUILDS

SELLING PRICE	25,304.00
PATROL UPFIT	9,064.00
SUBTOTAL	34,368.00
SALES TAX 9.25%	3,179.04
TIRE TAX	8.75
DELIVERY	300.00
 TOTAL	 37,855.79

3 UNITS X 37,855.79 = 113,567.37

1100 W Main St, Alhambra, CA 91801
626-591-2400



BRAVO CDJR OF ALHAMBRA

June 17, 2019

Lieutenant Josh Maniss
Porterville Police Dept.
350 North D Street
Porterville, Ca 93257
Delivery Via Email

Dear, Lt. Maniss

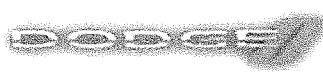
In response to your inquiry, we are pleased to submit the following for your consideration:

Bravo CDJR of Alhambra, will sell, service and deliver at City of Porterville, new/unused 2019 Dodge Charger sedans responding to your requirement with the attached specifications for \$ 25,304.00 plus State Sales Tax, and Upfit plus \$8.75 tire tax (non-taxable). These vehicles are available under the City of Visalia Per RFB-18-19-43 / P.O P02215-P02219 -1. Units to be all Black. PATROL BUILDS

SELLING PRICE	25,304.00
PATROL UPFIT	12,289.00
SUBTOTAL	37,593.00
SALES TAX 9.25%	3,477.35
TIRE TAX	8.75
DELIVERY	300.00
 TOTAL	 41,379.10

10 UNITS X 41,379.10 = 413,791.00

1100 W Main St, Alhambra, CA 91801
626-591-2400



National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

June 17, 2019

Lieutenant Josh Maniss
Porterville Police Dept.
350 North D Street
Porterville, Ca 93257
Delivery Via Email

Dear, Lt. Maniss

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at City of Porterville, new/unused 2019 Chevy Silverado 4x2 crew cab WT responding to your requirement with the attached specifications for \$ 30,451.00 plus State Sales Tax, upfit and \$8.75 tire tax and delivery (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

Selling price	30,451.00
Upfit	4,112.00
Sub total	34,563.00
Sales tax 9.25%	3,197.07
Tire tax	8.75
Delivery	300.00
Total	38,068.82

Terms are net 30 days.
Delivery 60-90 days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Account Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 Ofc
714-264-1867 Cell
Buzzard5150@gmail.com





Quote Number: QU0000480602
Effective: 13 JUN 2019
Effective To: 12 AUG 2019

Bill-To:

PORTERVILLE, CITY OF
350 NORTH D ST
PORTERVILLE, CA 93257
United States

Ultimate Destination:

PORTERVILLE, CITY OF
350 NORTH D ST
PORTERVILLE, CA 93257
United States

Attention:

Name: Josh Maniss
Email: jmaniss@ci.porterville.ca.us
Phone: 559-782-7424

Sales Contact:

Name: Eugene Orta
Email: geneo@j-scommunications.com
Phone: 5594356619

Contract Number: LA COUNTY (CA)
Freight terms: Prepay and Add to Invoice
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
l	14	M25QSS9PW1AN	APX6500 UHF R1 MID POWER	\$2,438.00	\$1,779.74	\$24,916.36
la	14	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	-	-	-
lb	14	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$10.95	\$153.30
lc	14	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$5,263.30
ld	14	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$52.56	\$735.84
le	14	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$315.36	\$4,415.04
lf	14	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$216.81	\$3,035.34
lg	14	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
lh	14	G426AD	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ	\$25.00	\$18.25	\$255.50
li	14	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	\$71.50	\$52.20	\$730.80
lj	14	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
lk	14	G48BD	ENH: CONVENTIONAL OPERATION APX6500	\$500.00	\$365.00	\$5,110.00
ll	14	H02AK	ENH: TACTICAL RADIO STW-STUN/KILL	\$75.00	\$54.75	\$766.50
lm	14	QA03399AA	ADD: ENHANCED DATA	\$150.00	\$109.50	\$1,533.00

Estimated Tax Amount	\$4,339.64
Estimated Freight Amount	\$516.06
Total Quote in USD	\$51,770.68

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000040523654.2	Sales Rep	Christian Chacon
Total	\$25,030.68	Phone	(800) 456-3355, 7250654
Customer #	4023319	Email	Christian_Chacon@Dell.com
Quoted On	Jun. 20, 2019	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 20, 2019		CITY OF PORTERVILLE
Deal ID	18082675		291 N MAIN ST
			PORTERVILLE, CA 93257-3737

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Christian Chacon

Shipping Group

Shipping To	Shipping Method
TED WILLIAMS CITY OF PORTERVILLE 291 N MAIN ST PORTERVILLE, CA 93257-3737 (559) 782-7439	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 7212	\$2,080.89	12	\$24,970.68



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge

SOURCE: Public Works

COMMENT: Staff annually requests authorization to purchase water shares or surface water for groundwater recharge. Council has in the past approved the purchase of surface water and/or water shares, when available, from surrounding water entities to be used for groundwater recharge.

The City currently owns 468 shares of Pioneer Water Company (PWC) and it has been Council's direction to increase the City's holdings and water rights when the opportunities arise. If approved, when water shares become available, the Public Works Director will be authorized to submit bids for share purchases. Authorization will also be given to negotiate surface water purchases with local irrigation districts who may have water available for sale to be used as groundwater recharge.

Staff recommends that City Council authorize the Public Works Director or the City Manager's designee, to purchase or bid on any available water shares in the 2019/2020 fiscal year, with Pioneer Water Company and/or other water entities who may have available water for purchase, also allowing for the purchase of surface water being offered for sale at his discretion. Funds for the purchase of water shares or surface water have been set aside in the Water Operating Fund budget for fiscal year 2019/2020.

RECOMMENDATION: That the City Council authorize the Public Works Director or the City Manager's designee to purchase water shares or surface water during the 2019/2020 fiscal year up to \$500,000.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Authorization for Funding to Outfit Police K-9 Vehicle

SOURCE: Police

COMMENT: On March 26, 2019, the Porterville City Council approved the outfitting of a police K-9 vehicle by Cook's Communications in the amount of \$9,551.74. This amount was determined after considering that some costs would be absorbed through salvaged equipment from a wrecked police vehicle.

Upon commencement of the outfitting of the K-9 vehicle, it was determined that not all salvaged equipment costs could be accounted for in the new outfitting and additional funding would be required to complete the outfitting. The invoice from Cook's Communication for the total outfitting amounted to \$10,692.77, a difference of \$1,141.03. Because this amount exceeds 10% of the original quote, department staff is requesting Council approval for the additional funding to complete the outfitting of the K-9 vehicle. Funds are available through the Department's General Fund budget.

RECOMMENDATION: That the City Council:
1. Authorize the additional funding of \$1,141.03 for Cooks Communications for outfit of a police K-9 vehicle for a total amount of \$10,692.77.

ATTACHMENTS:

1. Invoice
2. estimate

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: Patrice Hildreth, Administrative Services Dir



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Fax: (559) 268-8506

Bill To: **City of Porterville**
291 N Main St
Porterville, CA 93257-0000

Phone: (559) 782-7566
Fax: (559) 784-4569

CITY OF PORTERVILLE

JUN 04 2011

ACCOUNTS PAYABLE

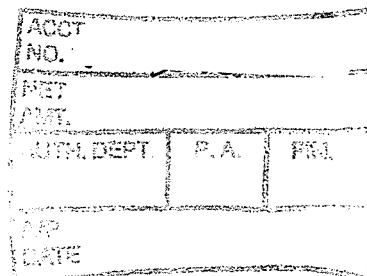
Invoice

Customer No.: PORTERVILLE

Invoice No.: 140775

Ship To: **City of Porterville**
POLICE DEPT
350 NORTH D STREET
Porterville, CA 93257

Date			Ship Via		F.O.B.		Terms	
05/13/19			Up-Fit Shop		Origin		Net Next EOM	
Purchase Order Number			Order Date		Sales Person			Our Order Number
PD K9 Unit			01/07/19		Derek Marchini			46701
Quantity			Item Number	Description	Serial Number	Unit Price	Amount	
Req	Shipped	B.O.						
1	1		EZ1DC	Ray Allen K9 Insert fits Dodge Charger		2148.00	2148.00	
1	1		EZL01	Interior Kennel Light		35.00	35.00	
1	1		MD10-F	Ray Allen MD10 Fan F-Series Only		58.00	58.00	
1	1		COOL K-9	Ray Allen A/C System		68.00	68.00	
1	1		F3	K9 Deployment and Heat Alert System w/Pager		1110.00	1110.00	
1	1		BK0532CGR15	Setina PB400 Push Bumper for '15 Dodge Charger		295.00	295.00	
1	1		DS-DELL-604-2	Havis Docking Staion for Dell Latitude 12 Rugged Tablet. Duall Pass. Int. P/S		689.00	689.00	
1	1		C-DMM-3005	Havis Dash Mount fits Dodge Charger		348.00	348.00	
1	1		PKG-KB-101	Havis Rugged In Vehicle Keyboard & Mount Plate		505.00	505.00	
1	1		C-MD-202	Tilt Swivel Motion Device		66.00	66.00	
1	1		C-3083-1	Havis 9" Bracket Slide Rail Allow Mounts to Be Mounted Over 9" Consoles		17.50	17.50	
1	1		HWLDC15	Whelen Howler System fits '15-'19 Dodge Charger Single Speaker Only		485.00	485.00	
1	1		MBDC11RB	Whelen Mirror-Beam ION Super LED Series (one Red - one Blue)		285.00	285.00	
2	2		416410-W	Federal Signal Corner LED White w/Inline Flasher, Gasket & Surface Mount.		88.00	176.00	
1	1		FHL-TAIL	Rear Flasher- Alternating		48.00	48.00	
1	1		S3511K	Stop Stick Rack Kit		648.00	648.00	
1	1		7500090	Lighted Rocker Switch		15.00	15.00	



Thank You



Invoice

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE
Invoice No.: 140775

Phone: (559) 233-8818 Fax: (559) 268-8506

Bill To: **City of Porterville**
291 N Main St
Porterville, CA 93257-0000

Ship To: **City of Porterville**
POLICE DEPT
350 NORTH D STREET
Porterville, CA 93257

Phone: (559) 782-7566
Fax: (559) 784-4569

Date		Ship Via		F.O.B.		Terms	
05/13/19		Up-Fit Shop		Origin		Net Next EOM	
Purchase Order Number			Order Date		Sales Person		Our Order Number
PD K9 Unit			01/07/19		Derek Marchini		46701
Quantity			Item Number	Description	Serial Number	Unit Price	Amount
Req	Shipped	B.O.					
1	1		C-FP-3	3" Blank Havis Face Plate		13.00	13.00
1	1		LF12ER	Fed Sig Littlite 12" Halogen Vertical Mount		48.00	48.00
2	2		380400-W	Federal Signal PAR64 Unity LED Spot Light		168.00	336.00
1	1		S-USBAMF2-6	USB Cable		15.00	15.00
2	2		SC-9302	Hinge Mount		40.00	80.00
1	1		MATERIALSFEE3	Installation Material Bundle		115.00	115.00
1	1		LAISREG	Shop Installation 2016 Dodge Charger K9 Build		2500.00	2500.00

*Some equipment provided
by customer*

Unit# 3375

'19 Dodge Charger
Lic# n/a Vin#* 579308

Mileage- 190

A finance charge of 1 1/2% will be added to all past due accounts. All items are subject to a 25% restocking fee when returned. Special order items are subject to a 25% restocking fee whether items are delivered or not.

Invoice subtotal 10103.50
Sales tax @ 7.75000% 589.27
Invoice total 10692.77

Signature

Date

Print Name

We appreciate your continued patronage

Thank You



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville**
291 N Main St
Porterville, CA 93257-0000

Phone: (559) 782-7566
Fax: (559) 782-4050

Ship To: **City of Porterville**
291 N Main St
Porterville, CA 93257

Customer No.: PORTERVILLE

Quote No.: 8255

Date		Ship Via		F.O.B.		Terms	
01/07/19		Up-Fit Shop		Origin		Net Next EOM	
Purchase Order Number			Sales Person			Required	
			Derek Marchini			01/07/19	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1			EZ1DC	Ray Allen K9 Insert fits Dodge Charger	2148.00	2148.00	
1			MD10-F	Ray Allen MD10 Fan F-Series Only	58.00	58.00	
1			COOL K-9	Ray Allen A/C System	68.00	68.00	
1			F3	K9 Deployment and Heat Alert System w/Pager	1110.00	1110.00	
1			BK0532CGR15	Setina PB400 Push Bumper for '15 Dodge Charger	295.00	295.00	
1			DS-DELL-604-2	Havis Docking Staion for Dell Latitude 12 Rugged Tablet. Duall Pass. Int. P/S	689.00	689.00	
1			C-DMM-3005	Havis Dash Mount fits Dodge Charger	348.00	348.00	
1			C-KBM-202	Havis Rugged Keyboard Mount & Adapter Combo.	119.00	119.00	
1			MBDC11RB	Whelen Mirror-Beam ION Super LED Series (one Red - one Blue)	285.00	285.00	
1			MPS300U-R	Fed Sig Micro Pulse Ultra LED- Red	65.00	65.00	
2			416410-W	Federal Signal Corner LED White w/Inline Flasher, Gasket & Surface Mount.	88.00	176.00	
1			FHL-TAIL	Rear Flasher- Alternating	48.00	48.00	
1			7615B	Blue Seas Solenoid/Timer. 120amp 12vdc	95.00	95.00	
1			ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	75.00	75.00	

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE

Quote No.: 8255

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville**

291 N Main St
Porterville, CA 93257-0000

Ship To: **City of Porterville**

291 N Main St
Porterville, CA 93257

Phone: (559) 782-7566

Fax: (559) 782-4050

Date	Ship Via		F.O.B.		Terms	
01/07/19	Up-Fit Shop		Origin		Net Next EOM	
Purchase Order Number			Sales Person			Required
			Derek Marchini			01/07/19
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1			RFU6001	Mini UHF Connector RG58	3.00	3.00
1			TINT	Custom Window Tinting 5% back half 2016 Dodge Charger	215.00	215.00
1			S3511K	Stop Stick Rack Kit	648.00	648.00
1			MATERIALSFEE	Installation Material Bundle	115.00	115.00
1			LAISREG	Shop Installation 2016 Dodge Charger K9 Build	2500.00	2500.00
				Some equipment provided by customer		

Quote subtotal 9060.00
Sales tax @ 7.75000% 491.74

Quote total 9551.74

We appreciate your continued patronage

1,141.03

Thank You



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Approval to Renew Subscription to Microsoft Office 365 G1 Platform for Email and Calendar Services

SOURCE: Finance

COMMENT: On March 21, 2017, City Council approved the migration of the City's email and calendar system from Exchange 2010 to Office 365 G1 platform. The initial annual subscription was \$22,230 purchased through Dell. Microsoft has recently raised the annual subscription cost to Office 365 and the new Dell quote for the annual subscription is \$29,525.

The Information Technology (IT) division recommends maintaining the City's current email and calendar services with the renewal of the subscription to Microsoft Office 365. Staff solicited new quotes and received the following:

CDW-G	\$23,850.00
GCI	\$28,277.50
Dell Inc	\$29,525.00

Staff requests approval to purchase the subscription of Office 365 from CDW-G. The quote from CDW-G locks the price of \$23,850 for the next three years.

Funds are available in the Finance Department - IT Operating budget.

RECOMMENDATION: That the City Council approve the purchase of the renewal subscription of Microsoft Office 365 G1 platform from CDW-G at a cost of \$23,850.00 annually for three years plus the applicable sales tax.

ATTACHMENTS:

1. CDWG O365 renewal_6.6.19
2. Dell O365 US_QUOTE_1028238355762.1
3. GCI Quote 24820906_01-W1

Appropriated/Funded:

Review By:
Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir

CDW Government Microsoft Enterprise Agreement Quote



Organization	City of Porterville
Contact Name	Ted
Enrollment	NEW
Quote Name	O365 renewal
Quote Date	6.6.19
Version	1
CDW Account Manager	David

Year 1						
Online Services						
Product Description	Microsoft Part Number	CDW Part Number	Net Unit Price (Monthly, USD)	Duration (Months)	License Quantity	Extended Amount (USD)
ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001		\$ 1.98	12	250	\$ 5,940.00
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002		\$ 5.97	12	250	\$ 17,910.00
Online Services Total:						\$ 23,850.00
Year 1 Total:						\$ 23,850.00

Year 2						
Online Services						
Product Description	Microsoft Part Number	CDW Part Number	Net Unit Price (Monthly, USD)	Duration (Months)	License Quantity	Extended Amount (USD)
ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001		\$ 1.98	12	250	\$ 5,940.00
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002		\$ 5.97	12	250	\$ 17,910.00
Online Services Total:						\$ 23,850.00
Year 2 Total:						\$ 23,850.00

Year 3						
Online Services						
Product Description	Microsoft Part Number	CDW Part Number	Net Unit Price (Monthly, USD)	Duration (Months)	License Quantity	Extended Amount (USD)
ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001		\$ 1.98	12	250	\$ 5,940.00
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002		\$ 5.97	12	250	\$ 17,910.00
Online Services Total:						\$ 23,850.00
Year 3 Total:						\$ 23,850.00

Summary		
Grand Total:		\$ 71,550.00
Notes		
Riverside Contract: Participating agreement No. RIVCO-20800-010-12/19		

Quote Prepared By	Aubrey Styles
Title	Software Solutions Advisor
Email	aubrey.styles@cdw.com
Phone	262-237-3805

All information and documents hereby submitted to CUSTOMER are the property of and are proprietary and "competition sesnitive" to CDW Government, LLC ("CDW-G") and furtehr disclosure to parties outside of CUSTOMER are prohibited without prior written consent of CDW-G.

Authorized and submitted by:
CDW-G, LLC.



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 1028238355762.1
Total \$29,525.00
Customer # 4023319
Quoted On May. 06, 2019
Expires by May. 31, 2019

Sales Rep Elisa Carel
Phone (800) 456-3355, 7280496
Email Elisa_Carel@Dell.com
Billing To ACCOUNTS PAYABLE
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Elisa Carel

Shipping Group

Shipping To	Shipping Method
TED WILLIAMS CITY OF PORTERVILLE CITY OF PORTERVILLE 291 N MAIN ST PORTERVILLE, CA 93257-3737 (559) 782-7439	Standard Delivery

Product	Unit Price	Qty	Subtotal
VLA OFFICE 365 E1 GCC USER	\$85.89	250	\$21,472.50
VLA EXCHANGE ONLINE ARCHIVE FOR EXCHANGE ONLINE G USER	\$32.21	250	\$8,052.50

Subtotal:	\$29,525.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$29,525.00

Shipping Group Details

Shipping To	Shipping Method
TED WILLIAMS CITY OF PORTERVILLE CITY OF PORTERVILLE 291 N MAIN ST PORTERVILLE, CA 93257-3737 (559) 782-7439	Standard Delivery

VLA OFFICE 365 E1 GCC USER	\$85.89	Qty 250	Subtotal \$21,472.50
----------------------------	---------	------------	-------------------------

Contract # 70137
Customer Agreement # Dell Std Terms

Description	SKU	Unit Price	Qty	Subtotal
VLA OFFICE 365 E1 GCC USER	AA558102	-	250	-
VLA EXCHANGE ONLINE ARCHIVE FOR EXCHANGE ONLINE G USER		\$32.21	Qty 250	Subtotal \$8,052.50

Contract # 70137
Customer Agreement # Dell Std Terms

Description	SKU	Unit Price	Qty	Subtotal
VLA EXCHANGE ONLINE ARCHIVE FOR EXCHANGE ONLINE G USER	AA638093	-	250	-

Subtotal:	\$29,525.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$29,525.00

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at (["Satisfaction Guarantee"](#)) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



ORDERING INFORMATION
GovConnection, Inc. d/b/a Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Joseph Rozmiarek
Phone: (800) 800-0019 ext. 75559
Fax: (603) 683-0547
Email: joe.rozmiarek@connection.com

24820906.01-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Account Manager:
Phone:
Fax:
Email:

Date: 6/10/2019
Valid Through: 7/10/2019
Account #: Tulare

Customer Contact: Ted Williams
Email: twilliams@ci.porterville.ca.us

Phone: (559) 782-7439
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 14883782 CITY OF PORTERVILLE ACCOUNTS PAYABLE 291 N MAIN ST PORTERVILLE, CA 93257 (559) 782-7439	AB#: 14883783 CITY OF PORTERVILLE TED WILLIAMS 291 N MAIN ST PORTERVILLE, CA 93257 (559) 782-7439

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	250	36681400	O365 GCC G1	CSP Gov Office 365 GCC G1 Annual Microsoft Csp	Microsoft Csp	\$ 82.26	\$ 20,565.00
2	250	37082062	EXCH ONL ARCH FOR EXCH ONL GCC	CSP GOVT Exchange Online Archiving for Exchange Online for GCC ADD-ON Annual Microsoft Csp	Microsoft Csp	\$ 30.85	\$ 7,712.50
						Subtotal	\$ 28,277.50
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 28,277.50



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Award of Contract - Community Development Block Grant Five Year Consolidated Plan

SOURCE: Community Development

COMMENT: On May 7, 2019, City Council authorized staff to distribute a Request for Proposals (RFP) to complete the Five Year Consolidated Plan. The services to be rendered under this contract would include, but not be limited to, the preparation of the Five Year Consolidated Plan, other Community Development Block Grant (CDBG) updates including the preparation of initial studies and other documents as necessary to comply with federal guidelines.

The RFP requested a fixed cost for the above mentioned tasks and a comprehensive fee schedule for all personnel, equipment and indirect costs related to additional services that may be required. One proposal was received. On June 24, 2019, staff interviewed the firm that submitted the proposal. Based on the qualifications, and experience, staff recommends contracting with The Ramsay Group. The proposal amount is \$21,755. The General Fund is the funding source for this effort, which was approved in the 2019/2020 Annual Budget, in an amount of \$40,000. This amount will cover the cost of the consultant's proposal, as well as administrative costs.

RECOMMENDATION: That the City Council award the Five year Consolidated Plan Update to The Ramsay Group and authorize the Mayor to sign all necessary documents.

ATTACHMENTS: 1. Draft Consolidated Plan Consultant Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir

**ATTACHMENT A
CITY OF PORTERVILLE
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, between the CITY OF PORTERVILLE, a municipal corporation, hereinafter referred to as "City" and **The Ramsay Group**, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" and made a part hereof. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law.
2. **STATUS OF CONSULTANT.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.
3. **CONSULTANT KNOWLEDGE OF APPLICABLE LAWS.** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
4. **PERSONNEL.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement.

Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

5. **COMPENSATION AND METHOD OF PAYMENT.** Compensation and reimbursement to the Consultant shall be as set forth in Exhibit A attached hereto and made a part hereof. The total compensation, including reimbursement for actual expenses, shall not exceed [INSERT CONTRACT AMOUNT], unless additional compensation is approved in writing by the City Council or City Manager. Payments shall be made within thirty (30) days after receipt of each invoice as to undisputed fees. If the

City disputes any of Consultant's fees, it shall give written notice to Consultant in 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said additional services.
7. ASSIGNMENT. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of portion this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five years after receipt of final payment.
9. TERMINATION OF AGREEMENT. This Agreement will commence on [INSERT CONTRACT START DATE] and shall terminate on [INSERT CONTRACT END DATE], unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.
11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.
12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code §6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless

requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, Consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. CONFLICTS OF INTEREST. Consultant covenants that neither Consultant nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. If required by the City Manager, Consultant's principles, officers, employees or agents shall file disclosure statements pursuant to the Political Reform Act, Government Code Section 87200.

City understands and acknowledges that Consultant is, as of the effective date of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section, unless otherwise proscribed by law.

14. DEFAULT. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. Default shall mean any failure to comply with any covenant, condition or term of this Agreement.
15. INDEMNIFICATION. To the fullest extent permitted by law, City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, and hold harmless the Indemnitees from and against, any and all liabilities, claims, obligations, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), arising out of Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, including City's active or passive negligence except for such loss or damage arising out of the sole negligence or willful misconduct of the City.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the City, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled to

indemnity in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 16 shall ensure Consultant's obligations under this paragraph 15, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 15 shall survive the expiration or earlier termination of this agreement.

16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:

- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
- B. Commercial General Liability insurance in the amount of Two Million Dollars (\$2,000,000), naming the City as an additional insured.
- C. Professional liability insurance in an amount of Two Million Dollars (\$2,000,000).
- D. Errors and Omissions liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence.
- E. Automobile liability insurance in the amount of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
- F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officers, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- G. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The City, its officers, officials, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - 2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Consultant, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - 4. The Consultant's insurance 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.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.

H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.

17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, marital status, or any other classification protected by law in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88- 352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.
18. FEDERAL IMMIGRATION AND NATIONALITY ACT. To the extent required by all applicable laws, Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. Should Consultant so employ unauthorized persons for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized persons, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.
19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.
20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:
 - A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
 - B. That each party has lawfully authorized the execution of this Agreement.
22. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. This Agreement is entered into and is to be performed

in Tulare County, California.

23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.
25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City
Attention: Jason Ridenour
City of Porterville
291 N Main St.
Porterville, California 93257

To Consultant
Attention: Darrell Stamps
The Ramsay Group
23800 Garland Court
Valencia, CA 91354

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.
27. ATTORNEYS' FEES. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PORTERVILLE

THE RAMSAY GROUP

Signature

Signature



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Acceptance of Final Subdivision Map - Windsor Court (Presidio JJR Cambria 80, LLC)

SOURCE: Public Works

COMMENT: The subdivider, Presidio JJR Cambria 80, LLC also known as San Joaquin Valley Homes, has submitted the final map of the subject project for Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

The subdivider has submitted the required guarantee to the City to complete and/or accept all necessary public improvements on the project. A subdivision agreement between the subdivider and the City has been signed by the subdivider, and all fees have been paid.

The final map is in conformance with the approved tentative map and City Council Resolution No. 32-2018. The improvement plans, specifications, dedications and the final map have been approved by the Public Works Director and City Engineer and all other requirements have been met.

RECOMMENDATION: That City Council:

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

ATTACHMENTS:

1. Subdivision Improvements Performance Bond - Windsor Court
2. Subdivision Agreement - Windsor Court
3. Creation of Landscape & Lighting Act Assessment District - Windsor Court
4. Locator Map - Windsor Court Subdivision

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: Patrice Hildreth, Administrative Services Dir

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

BOND NO. 4427382
\$ 39,564.00 premium is for
a term of 2 year(s)
Initial term is Fully Earned.

KNOW ALL MEN BY THESE PRESENTS:

That we, Presidio JJR Cambria 80, LLC a Delaware limited liability company, as Principal,
and SureTec Insurance Company, a corporation organized and doing business
under and by virtue of the laws of the State of Texas and duly licensed
to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the City of
Porterville as Obligee, in the penal sum of Two Million Four Hundred Thirty-Seven Thousand
Six Hundred Thirty-One and no/100-----
(\$2,437,631.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors, executors
and administrators, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas the Obligee and Principal have entered into an agreement whereby Principal agrees to install and
complete certain designated subdivision improvements, which agreement, identified as 17182 Windsor 5 Pack
Onsite Improvements, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said
agreement.

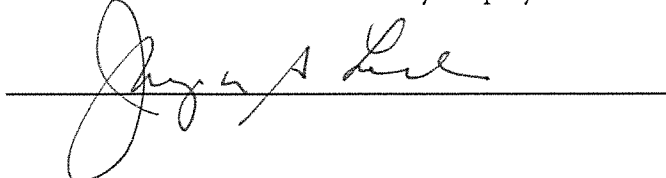
Now therefore, the condition of this obligation is such that if the above bounden Principal, his or its heirs, executors,
administrators, successors or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants,
conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be
kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning,
and shall indemnify and save harmless Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall
become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the penal sum specified therefor, there shall be included costs
and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such
obligation, all to be taxed as costs and included in any judgment rendered.

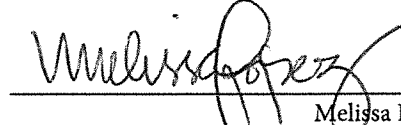
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement
or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on
this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement
or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on, June 11, 2019.

Presidio JJR Cambria 80, LLC a
PRINCIPAL: Delaware limited liability company



SURETY: SureTec Insurance Company


Melissa Lopez, Attorney-in-Fact

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

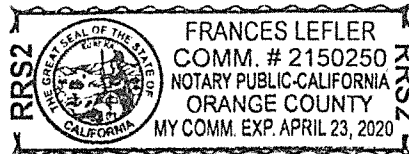
On JUN 11 2019 before me, Frances Lefler Notary
Public, Date (here insert name and title of the officer)

personally appeared Melissa Lopez

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

ACKNOWLEDGMENT

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

State of California
County of Tulare)

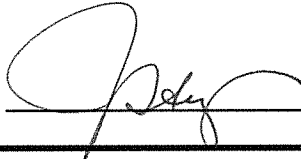
On June 12, 2019 before me, J. Sturgeon, notary public
(insert name and title of the officer)

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

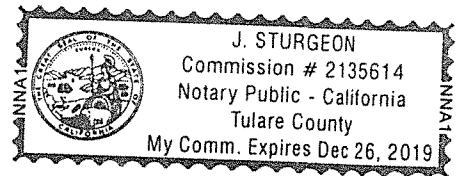
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melissa Lopez, Frances Lefler, Erik Johansson, Jennifer Anaya, James W. Johnson,
Kevin S. Bogart, Scott M. Milne, Jessica Hollaender, Leticia Romano

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty-Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 5th day of February, A.D. 2019.

SURETEC INSURANCE COMPANY

By:

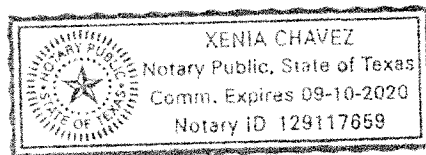
John Knox Jr., CEO

State of Texas
County of Harris

ss:



On this 5th day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND**

BOND NO. 4427382
PREMIUM INCLUDED IN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Presidio JJR Cambria 80, LLC a Delaware limited liability company, as Principal,
and SureTec Insurance Company, a corporation organized and doing business
under and by virtue of the laws of the State of Texas and duly licensed
to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the City of Porterville
as Oblige, in the penal sum of One Million Two Hundred Eighteen
Thousand Eight Hundred Fifteen and no/100----- (\$1,218,815.00) DOLLARS,
for which payment, well and truly to be made, we find ourselves, our heirs, executors and successors, jointly and severally firmly by these
presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the above-named Principal, has entered into an agreement which is made a part of this bond, with the _____
City of Porterville, State of California, as Oblige, for the designated public
improvements in the subdivision identified as 17182 Windsor 5 Pack - Onsite Improvements
_____, as required by the Government Code of California.

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and
sufficient payment bond with the City of Porterville to secure the claims
to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as surety, are held firmly bound unto the City of Porterville
_____ and all contractors, subcontractors, laborers, materialmen and other persons
employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California for material fur-
nished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said
surety will pay the same in an amount not exceeding the penal sum hereinabove set forth, and also in case suit is brought upon this bond, will
pay, in addition to the penal sum thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by _____
City of Porterville in successfully enforcing such obligation, to be awarded and fixed by the court,
and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies; and corporations
entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give right of action to
them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain
in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the
specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such
change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on June 11, 2019

PRINCIPAL: Presidio JJR Cambria 80, LLC a
Delaware limited liability company

SURETY: SureTec Insurance Company

Melissa Lopez, Attorney-in-Fact

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On JUN 11 2019 before me, Frances Lefler Notary
Public,

Date

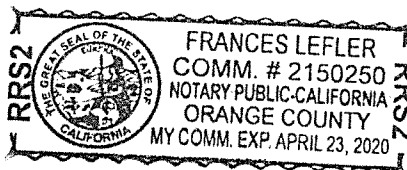
(here insert name and title of the officer)

personally appeared Melissa Lopez

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melissa Lopez, Frances Lefler, Erik Johansson, Jennifer Anaya, James W. Johnson,
Kevin S. Bogart, Scott M. Milne, Jessica Hollaender, Leticia Romano

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty-Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 5th day of February, A.D. 2019.

SURETEC INSURANCE COMPANY

By:

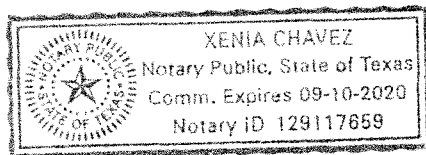
John Knox Jr., CEO

State of Texas
County of Harris

ss:



On this 5th day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

JUN 11 2019
M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

ACKNOWLEDGMENT

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

State of California
County of Tulare)

On June 12, 2019 before me, J. Sturgeon, notary public
(insert name and title of the officer)

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

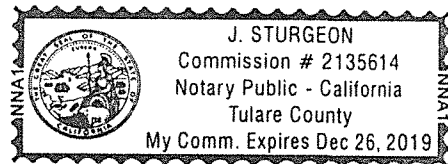
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SUBDIVISION AGREEMENT

THIS AGREEMENT is made this 5 day of June, 2019, by and between the City of Porterville, a Municipal Corporation, hereinafter designated and called the "City", and Presidio JJR Cambria 80, LLC 5607 Avenida de los Robles, Visalia, Ca 93291, hereinafter designated and called the "Subdivider".

RECITALS

1. The Subdivider has presented to the City a certain final map of a proposed subdivision of land located within the corporate limits of the City, and known and described as Windsor Court Subdivision, a copy of which map is attached to and made part of this agreement, and said Subdivider has requested the City to accept the dedications delineated and shown on said map for the use and purposes specified thereon, and to otherwise approve said map in order that the same may be recorded, as required by law.
2. The City requires, as a condition precedent to the acceptance and approval of said map, the dedication of such streets, highways and public places and easements as are delineated and shown on said map, and they shall be improved by the construction and the installation of the improvements hereinafter specified.
3. Section 21-51 of the Municipal Code of the City of Porterville requires the Subdivider to enter into this agreement with the City whereby Subdivider agrees to do, perform and complete the work and matters herein after in the agreement mentioned and set forth in detail, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the City of Porterville.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on said map, and the approval of said map for filing and recording as provided and required by law, it is mutually agreed and understood by and between the Subdivider and the City, and the Subdivider and the City do hereby mutually agree as follows:

4. The Subdivider shall complete the work and improvements hereinafter specified on or before March 08, 2020, to the satisfaction of the City Engineer. Additional inspection and administration costs past this date must be paid by the Subdivider prior to City Council acceptance of improvements. The Subdivider hereby designates and agrees to compensate the "Supervising Civil Engineer(s)" shown in Exhibit A attached for the purpose of satisfying Sections No. 7-132 and 7-133 of the City Code as defined in Exhibit A attached. Subdivider agrees to notify said Civil Engineer of his duties by giving him a copy of this agreement prior to the start of grading. All grading involving a preliminary soil report shall be performed under the supervision of said Civil Engineer. It shall be the responsibility of said Civil Engineer to supervise and coordinate all site supervision and testing during grading operations. The preliminary soil report, and its recommendation, which has been first approved by the City Engineer, shall be used as a basis for the grading operations. If, in the course of fulfilling this responsibility as the supervising Civil Engineer, he finds that the work is not being done in conformance with the preliminary report and grading plans approved by the City Engineer or in accordance with accepted practices, he shall immediately notify the person in charge of the grading work and the City Engineer, in writing, of the non-conformity and of the corrective measures to be taken. In the event the supervising Civil Engineer is relieved of or otherwise terminates his duties prior to completion of the work shown on the grading

plans, he shall report the fact, in writing, to the City Engineer within forty-eight (48) hours from the time such termination begins together with a report on the status of the work at his last inspection.

In the event the supervising Civil Engineer terminates his duties prior to completion of the work shown on the grading plans, the Subdivider agrees to do one of the following.

- (a) To obtain written approval of a replacement supervising Civil Engineer (licensed to practice in California) from the City Engineer prior to termination of the supervising Civil Engineer, or
- (b) Terminate grading operations until arrangements can be made for a new supervising Civil Engineer, acceptable to the City Engineer, to perform the prescribed duties.

5. The work and improvements, more specifically shown on the attached plans and made a part hereof, shall be done in accordance with the construction standards contained in the Standard Specifications for Public Works Construction, current Edition (Standard Specifications), the Manual of Traffic Controls for Public Works Construction and the City of Porterville Standard Plans and Specifications, as adopted by the City Council, at the sole cost and expense of the Subdivider including all costs of engineering, inspection and testing as specified in Item 12.

6. The work and improvements are as follows:

All items of work and all improvements required as shown on the improvement plans dated March 08, 2019, as required by City Council Resolution No. 27-2017 and as directed by the City Engineer in accordance with the City of Porterville Standard Plans and Specifications.

7. Subdivider has paid to the City of Porterville, in accordance with Article II, Chapter 19A,

of the Porterville Municipal Code, the required fee to defray the costs of constructing planned local drainage facilities for the removal of surface and storm waters from the Subdivision.

8. It is agreed that the City shall inspect all work. All of the work and improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file in the Office of the City Engineer of the City and the Standard Plans and Specifications of the City, which said plans and specifications and standards are hereby referred to and adopted and made a part of this agreement. In case there are not any standard specifications of the City for any of said work, it is agreed that the same shall be done and performed in accordance with the Standards and Specifications of the State of California, Business of Transportation Agency Department of transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of and to the satisfaction of the City Engineer of the City.

Subdivider agrees to submit the names of all his proposed contractors and subcontractors for City approval, two weeks prior to initial start of construction. Subdivider agrees to arrange a preconstruction conference with the City, involving representatives of all contractors who are to work on the subdivision, one week prior to the initial start of construction. Subdivider agrees to provide the City with 24-hour notice prior to starting work requiring inspection if there has been no construction work in the subdivision for the two prior working days. Twenty-four (24) hours prior to the performance of any overtime work, Subdivider shall obtain written permission to perform said work. Said written approval shall be kept on the job site at all times during performance of overtime work. Subdivider agrees to pay the City's cost (including overhead) for overtime inspection work (i.e. work performed more than eight (8) hours

per day or forty (40) hours per week or for work performed on weekends and holidays).

9. Prior to the approval by the Council of the City of said final map, the Subdivider shall furnish to the City a bond for:

(a) Performance security in the sum of Two million, Eight hundred and 40 Thousand, Five hundred and fifty-seven and 00/100

Dollars (\$2,840,557.00), which is equal to one hundred percent of the total estimated cost of the work required. All to be conditioned upon the faithful performance of this agreement and a bond for:

(b) Payment security in the sum of One million, Four hundred and Twenty Thousand, Two hundred and Seventy-Eight and 00/100

Dollars (\$ 1,420,278.00), which is equal to fifty percent of the total estimate cost of the work required to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvement. Bonds shall be by one or more duly authorized corporate sureties subject to the approval of the City.

(c) On acceptance of the required work, warranty security shall be furnished to or retained by the City in the amount of five percent of the improvement security for performance, for guarantee and warranty of the work for a period of one year following acceptance against any defective work or labor done or defective materials furnished. In accordance with Section 21-24 of the Porterville Municipal Code, said warranty security shall be in the form of cash or a certificate of deposit or a maintenance bond.

(d) As a part of the obligation of the Subdivider and in addition to any and all furnishing for faithful performance of this agreement, the Subdivider agrees that the City shall be entitled to costs and reasonable expenses and fees, including

reasonable attorney's fees which may be incurred in effectively enforcing the obligation secured.

10. The City shall not be liable to the Subdivider or to any other person, firm or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the subdivision of said land covered by this agreement, or any part thereof.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons, and all claims, demands, costs, loss, damage and liability, howsoever same may be caused, resulting directly or indirectly from the performance of any or all work to be done in and upon the street rights of way in said subdivision and upon the premises adjacent thereto pursuant to this agreement, and also from all injuries to and deaths of persons, and all claims, demands, costs, loss, damage and liability, howsoever same may be caused, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees and subcontractors, while engaged in the performance of said work.

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets and improvements herein before specified, shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein.

No occupancy permit shall be issued until an approved "all weather" street frontage and access is constructed. The issuance of any occupancy permits by the City for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the streets and improvements in said subdivision.

11. The Subdivider and his subcontractors shall pay for any materials, provisions and other

supplies used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, as required by Section 4200 of the Government Code.

12. Initial compaction and soil tests for street, sewer, water and other work within the public right of way shall be ordered by and paid for by the Subdivider. Sewer and utility trench tests shall be taken in varying locations and depths as required by the engineer. Compaction tests failing to meet the City's requirements shall be reordered by the Subdivider.
13. The Subdivider shall comply with Street, Plumbing, Building, Electrical, Zoning Codes and any other codes of the City.
14. It shall be the responsibility of the Subdivider to coordinate all work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the City of Porterville be placed in the position of making decisions that are the responsibility of the Subdivider. It shall further be the responsibility of the Subdivider to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the Subdivider to notify the City Engineer may cause delay for which the Subdivider shall be solely responsible.
15. Whenever the Subdivider varies the period during which work is carried on each day, he shall give due notice to the City representative so that proper inspection may be provided. Any work done in the absence of the City's Inspector will be subject to rejection. The inspection of the work shall not relieve the Subdivider of any of his obligations to fulfill the agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and

unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

Any damage to the sewer system, concrete work or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the Subdivider before release of bond, or final acceptance of completed work.

16. Adequate dust control shall be maintained by the Subdivider on all streets within and without the subdivision on which work is required to be done under this agreement, from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control", as used herein, shall mean the sprinkling of the streets with water, or the laying of a dust coat of oil thereon with sufficient frequency to prevent the scattering of dust, by wind or the activity of vehicles and equipment, onto any street area or private property adjacent to the subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets by this paragraph, the City Engineer shall give notice to the Subdivider to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon the Subdivider, or, at the election of the City Engineer, such notice may be mailed to the Subdivider at his address on file with the City Engineer. If, within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, the Subdivider shall not have commenced to maintain adequate dust control or shall, at any time, thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable to eliminate the scattering of dust, by equipment and of the City or by contract as the City Engineer shall determine, and the Subdivider agrees to pay to City, forthwith upon receipt of billing therefore, the entire cost to the City of such sprinkling or oiling. When the surfacing on any existing street is disturbed, this surfacing

shall be replaced with temporary or permanent surfacing within 14 calendar days and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

17. The Subdivider shall install all improvements in accordance with Article VIII of Chapter 21 of the Municipal Code of the City of Porterville and the construction plans.
18. Concrete curbs and gutters, the sanitary sewer system and house connections together with water mains, gas mains, electrical systems and their respective service connections shall be completed in the streets and alleys before starting the street and alley surfacing.
19. Time is of the essence of this agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

The parties have executed this agreement on the day and year first above written.

CITY OF PORTERVILLE, A Municipal Corporation

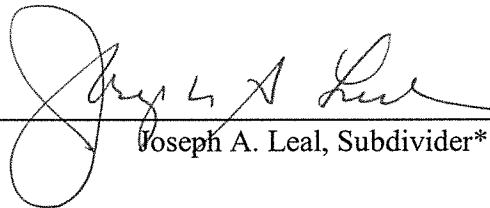
Martha A. Flores, Mayor*

ATTEST:

John D. Lollis, City Clerk*

* Notarization Required

Rev. 1-94 / 6-01


Joseph A. Leal, Subdivider*

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare

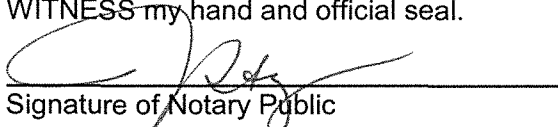
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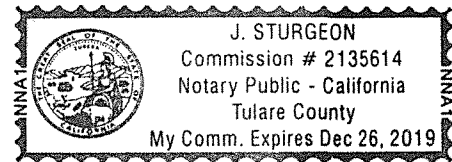
On June 5, 2019, before me, J. STURGEON, a notary public, personally appeared JOSEPH A. LEW, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL


Signature of Notary Public



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare

ss.

On _____, 20____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare ss.

On _____, 20____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

Signature of Notary Public

Exhibit A

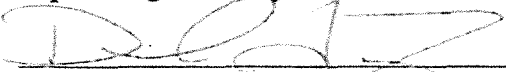
RESPONSIBILITY FOR FINAL SOIL REPORT AND
DUST CONTROL PURSUANT TO SECTION 7-133
OF PORTERVILLE CITY CODE

Name of Subdivision: Cambria

I, Dave Jarosz, as indicated by my signature below, in accordance with Ordinance 900, do agree to fulfill the Supervising Civil Engineer's responsibility for the following (place "X" in appropriate box):

- ☒ Grading (e.g. inspection, soils testing, etc.) being done in conformance with the approved Preliminary Soil Report or an approved addendum to the Preliminary Soils Report;
- ☐ Dust control during grading operations being done in accordance with Section 7-8.1 or Standard Specifications For Public Works Construction;
- ☐ Lot drainage (e.g. survey elevations, record drawing, etc.) being in accordance with approved plans;
- ☐ Drainage facilities being in accordance with approved plans.

Supervising Civil Engineer



R.C.E. No. 60185

Date

3/28/19

I, STEVEN J. MACIAS, as indicated by my signature below, in accordance with Ordinance 900, do agree to fulfill the Supervising Civil Engineer's responsibility for the following (place "X" in appropriate box):

- ☐ Grading (e.g. inspection, soils testing, etc.) being done in conformance with the approved Preliminary Soil Report or an approved addendum to the Preliminary Soil Report;
- ☒ Dust control during grading operations being done in accordance with Section 7-8.1 of Standard Specifications for Public works Construction;
- ☒ Lot drainage (e.g. survey elevations, record drawing, etc.) being in accordance with approved plans;
- ☒ Drainage facilities being in accordance with approved plans.

Supervising Civil Engineer



R.C.E. No. 63360

Date

3/28/19

CITY OF PORTERVILLE PETITION FOR CREATION OF LANDSCAPE & LIGHTING
ACT ASSESSMENT DISTRICT NO. _____

1. Name of Subdivision Windsor Court Subdivision
2. Name of Applicant: Jim Robinson Phone: 559-732-2660
3. Address of Applicant: 5607 Avenida de los Robles, Visalia, CA 93291
4. Name of Developer: San Joaquin Valley Homes Name of Landowner: _____
5. Applicant is the X Agent of the property owner _____ Owner of the property
6. Location of property North West Corner of Henderson and Elderwood between
Henderson and Redondo
7. Legal description of property PARCEL 2 OF PARCEL MAP NO. 4892 RECORDED MAPS AT
PAGE 97, TULARE COUNTY RECORDS.
8. **PLANS:** Attach 2 copies of completed Annexation Map, Landscape and Lighting Plans. Plans shall include all details of irrigation, quantities and types of sod, shrub area, ground cover, trees, lighting, wall structures and any other appurtenances that may pertain to the maintenance of the area in accordance with Ordinance No. 1483. The Landscape plans must be prepared by a Registered Engineer, Architect, or Landscape Architect.
9. A fee of \$375.00 is required at the time of submittal of the Landscape and Lighting Plans by the Applicant.
10. **STATEMENT:** The undersigned are the owners of the land described as follows:
Windsor Court Subdivision

(Subdivision name, etc.)

1. We, the undersigned landowners, do hereby petition the City Council of the City of Porterville, to create an assessment district for the purpose of maintaining the landscape and lighting in the public Right-of-Way or other such areas as may be defined herein, that benefit our subdivision. The landscape and lighting areas are a direct benefit to the property owner in the subdivision and enhance the appearance of the development.

These areas are indicated by the "Landscape and Lighting Plan" and "Final Subdivision Map" attached hereto, and by this reference made a part hereof and identified as Exhibit "A". It is our understanding that each property will be assessed for the cost of said maintenance.

Common Costs: The costs of landscape and lighting maintenance will be borne in common by all property owners within the proposed district. Each property's share will be divided equally. The annual adjustment to the Consumer Price Index will be included in this district; therefore, this cost may fluctuate. The assessment will be placed on the property tax roll to be paid annually.

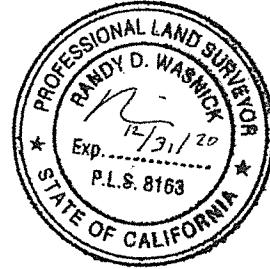
2. The undersigned understands that a public hearing will take place not less than 45 days from the date indicated below as required by Proposition 218.

Date: 2-14-19 Developer: JIM ROBINSON Signature: _____
(Print)

Date: _____ Landowner: _____ Signature: _____
(Print)

LANDSCAPE AND LIGHT DISTRICT NO. _____
CITY OF PORTERVILLE

PARCEL 2 OF PARCEL MAP NO. 4892 RECORDED IN BOOK 49 OF PARCEL MAPS AT
PAGE 97, TULARE COUNTY RECORDS. LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 20, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND
MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF
CALIFORNIA.



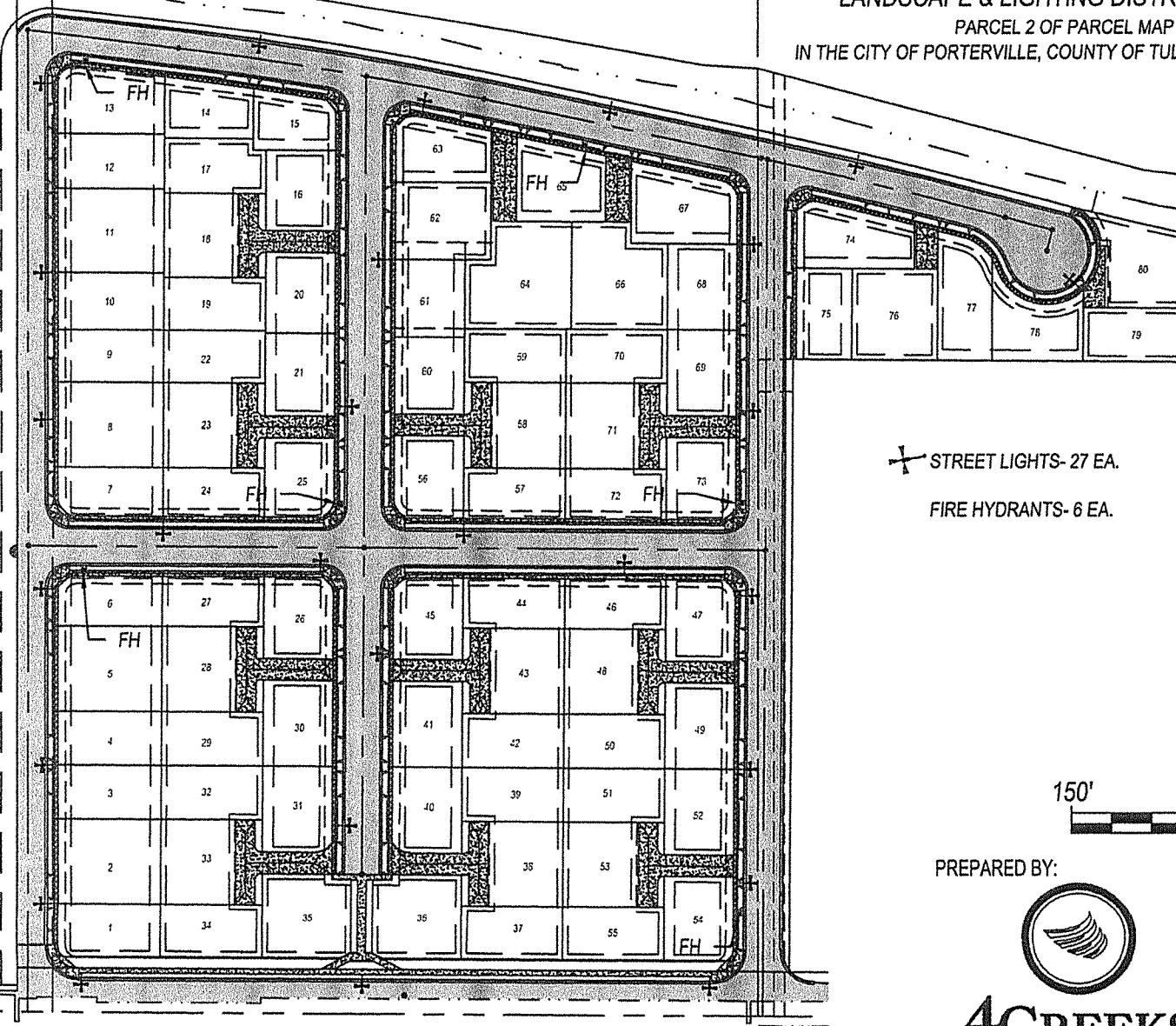


CITY OF PORTERVILLE

LANDSCAPE & LIGHTING DISTRICT NO. _____

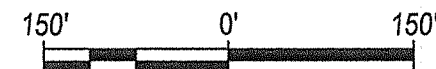
PARCEL 2 OF PARCEL MAP NO. 4892

IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA



STREET LIGHTS- 27 EA.

FIRE HYDRANTS- 6 EA.



PREPARED BY:



4CREEKS

324 S. SANTA FE, STE A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PUBLIC USE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

- RIGHT OF WAY FOR ELDERWOOD STREET, REDONDO STREET, CREEKVIEW STREET MCCOMB AVENUE, THETA AVENUE, AND THETA COURT IN FEE TO THE CITY OF PORTERVILLE.
- LOTS A AND B IN FEE TO THE CITY OF PORTERVILLE FOR LANDSCAPING, PUBLIC SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES.
- PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).
- THREE FOOT (OR AS NEEDED) EASEMENT FOR PEDESTRIAN ACCESS PURPOSES, AS SHOWN HEREON IN FAVOR OF THE CITY OF PORTERVILLE. "PAE" (PEDESTRIAN ACCESS EASEMENT)
- EASEMENT FOR PUBLIC UTILITY AND VEHICLE AND PEDESTRIAN ACCESS PURPOSES, AS SHOWN HEREON IN FAVOR OF THE CITY OF PORTERVILLE. "PVUAE" (PUBLIC UTILITY, VEHICLE AND PEDESTRIAN ACCESS EASEMENT)
- EASEMENT FOR SANITARY SEWER PURPOSES, AS SHOWN HEREON IN FAVOR OF THE CITY OF PORTERVILLE. "SSE" (SANITARY SEWER EASEMENT)

FOR: PRESIDIO JJR CAMBRI 80, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF

ON BEFORE ME, A NOTARY PUBLIC

PERSONALLY APPEARED,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL

SIGNATURE PRINT NAME

MY COMMISSION EXPIRES: COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: COUNTY

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF

ON BEFORE ME, A NOTARY PUBLIC

PERSONALLY APPEARED,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

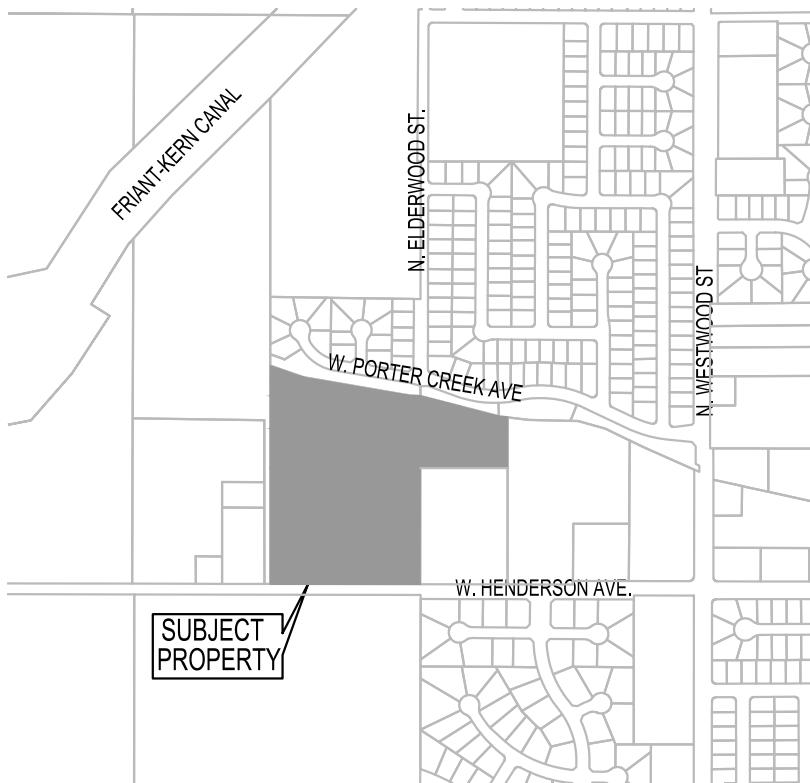
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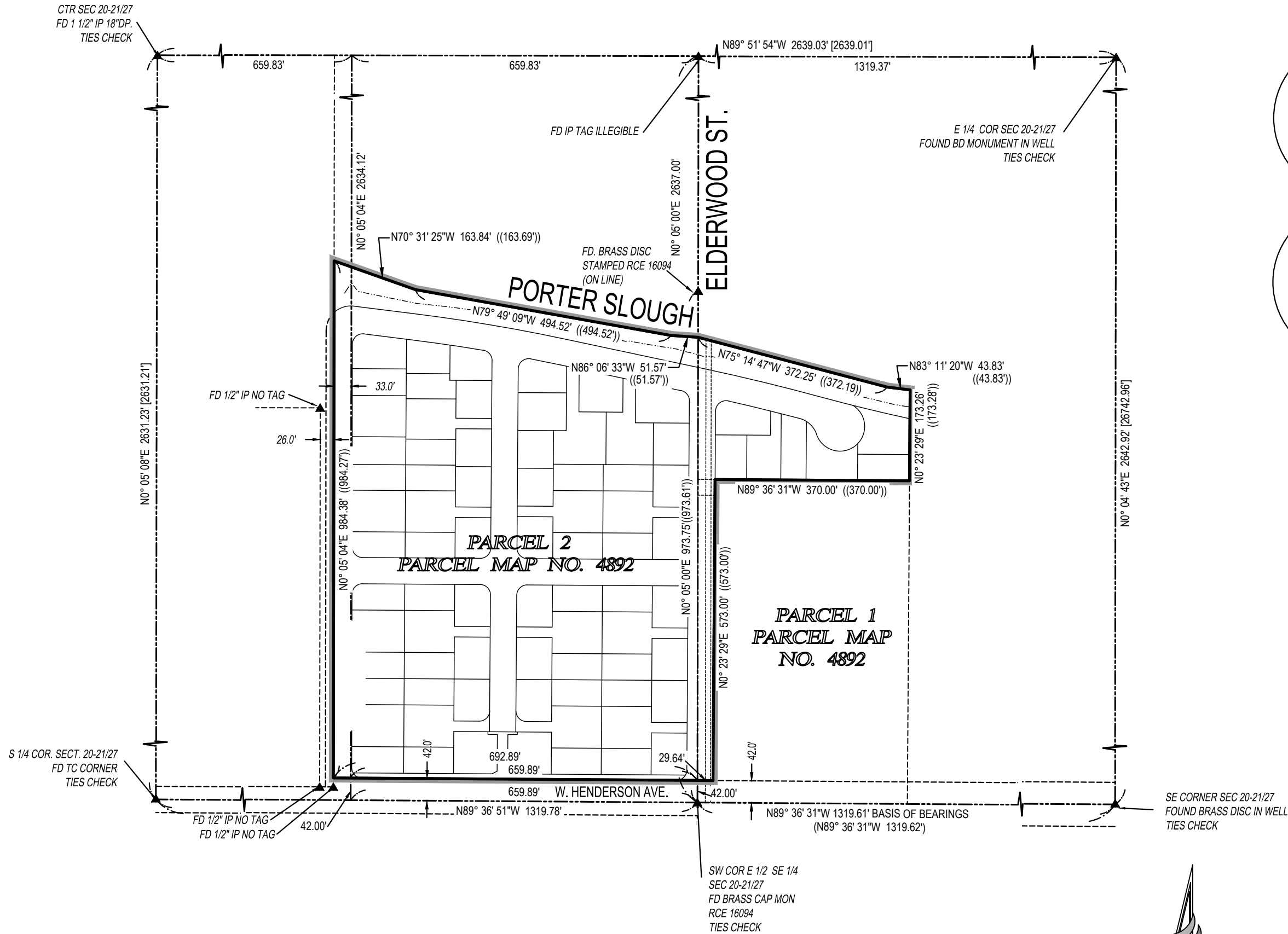
PRINCIPAL PLACE OF BUSINESS: COUNTY



VICINITY MAP
NO SCALE

WINDSOR COURT SUBDIVISION

BEING A DIVISION OF PARCEL 2 OF PARCEL MAP NO. 4892 RECORDED IN BOOK 49 OF PARCEL MAPS AT PAGE 97, TULARE COUNTY RECORDS. LOCATED IN THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.



EASEMENTS OF RECORD (NOT PLOTTABLE)

EASEMENT FOR WATER DITCH IN HANNA AND MILLER REC. 7/16/1901 IN BK. 105, PG. 34 OF DEEDS
EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF SOUTHERN CA. EDISON REC. 3/29/1950, AS INST. NO. 9118 IN BK. 1432, PG. 453, O.R.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

THIS SUBDIVISION IS SUBJECT TO A LANDSCAPE AND LIGHTING ACT ASSESSMENT DISTRICT WHICH WILL BE FORMED WITHIN 45 DAYS OF THE RECORDING OF THIS MAP

NOTICE TO HOMEOWNERS:

THIS SUBDIVISION IS WITHIN A LANDSCAPE MAINTENANCE DISTRICT AND MAINTENANCE FEE FOR LANDSCAPING, SIDEWALK, AND BLOCK WALL MAINTENANCE IS SUBJECT TO AN ANNUAL REVISION BASED ON ACTUAL MAINTENANCE COST

BASIS OF BEARINGS

THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 SECTION 20-21-27, PER LS 20-30, RECORDED IN BOOK 23 OF LICENSED AT PAGE 30, T.C.R.

TAKEN AS: N 89°36'31" W

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- SET NAIL AND TAG STAMPED PLS 8163, IN CONCRETE
- SET 3/4" IRON PIPE TAGGED PLS 8163 AT ALL LOT CORNERS AND AS INDICATED ON THIS MAP
- SET BRASS CAP IN CONC. STAMPED PLS 8163 FLUSH PER CITY STANDARD M-2C
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- SUBDIVISION BOUNDARY
- RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 23 OF OF LICENSED SURVEYS AT PAGE 30, T.C.R., OR CALCULATED THEREFROM
- RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 19 OF OF LICENSED SURVEYS AT PAGE 96, T.C.R., OR CALCULATED THEREFROM
- RECORD DATA PER PARCEL MAP NO. 4892, RECORDED IN BK. 49 OF OF PARCEL MAPS AT PAGE 97, T.C.R., OR CALCULATED THEREFROM
- CURVE (SEE TABLE SHEET 3 OF 3)
- RADIAL
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES, IN OCTOBER 2018. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. DATED THIS DAY OF , 20.

RANDY D. WASNICK P.L.S. 8163

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT. DATED THIS DAY OF , 20.

MICHAEL K. REED, PUBLIC WORKS DIRECTOR P.L.S.7514

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME IN , 20, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP DATED THIS DAY OF , 20.

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE DAY OF , 20, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC THE STREETS, AVENUES, EASEMENTS, AND ACCESS LIMITATION STRIPS, ALL AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS DAY OF , 20.

BY: CITY CLERK

CITY CLERK'S STATEMENT

I, JOHN D. LOLLIS, CITY CLERK OF THE CITY OF PORTERVILLE, STATE OF CALIFORNIA, HEREBY STATE TO THE COUNTY RECORDER, AND TO WHOMSOEVER IT MAY CONCERN, THAT ALL THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL OF THIS MAP BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE HAVE BEEN COMPLIED WITH.

DATED THIS DAY OF , 20.

BY: CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS DAY OF , 20.

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/ CLERK OF THE BOARD OF SUPERVISORS

BY: DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO.

FILED THIS DAY OF , 20, AT M.

IN VOLUME OF MAPS, AT PAGE TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.

ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: DEPUTY

PREPARED BY:



324 S. SANTA FE, SUITE A
P.O. BOX 7593
VISALIA, CA 93291
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 1 OF 3

WINDSOR COURT SUBDIVISION

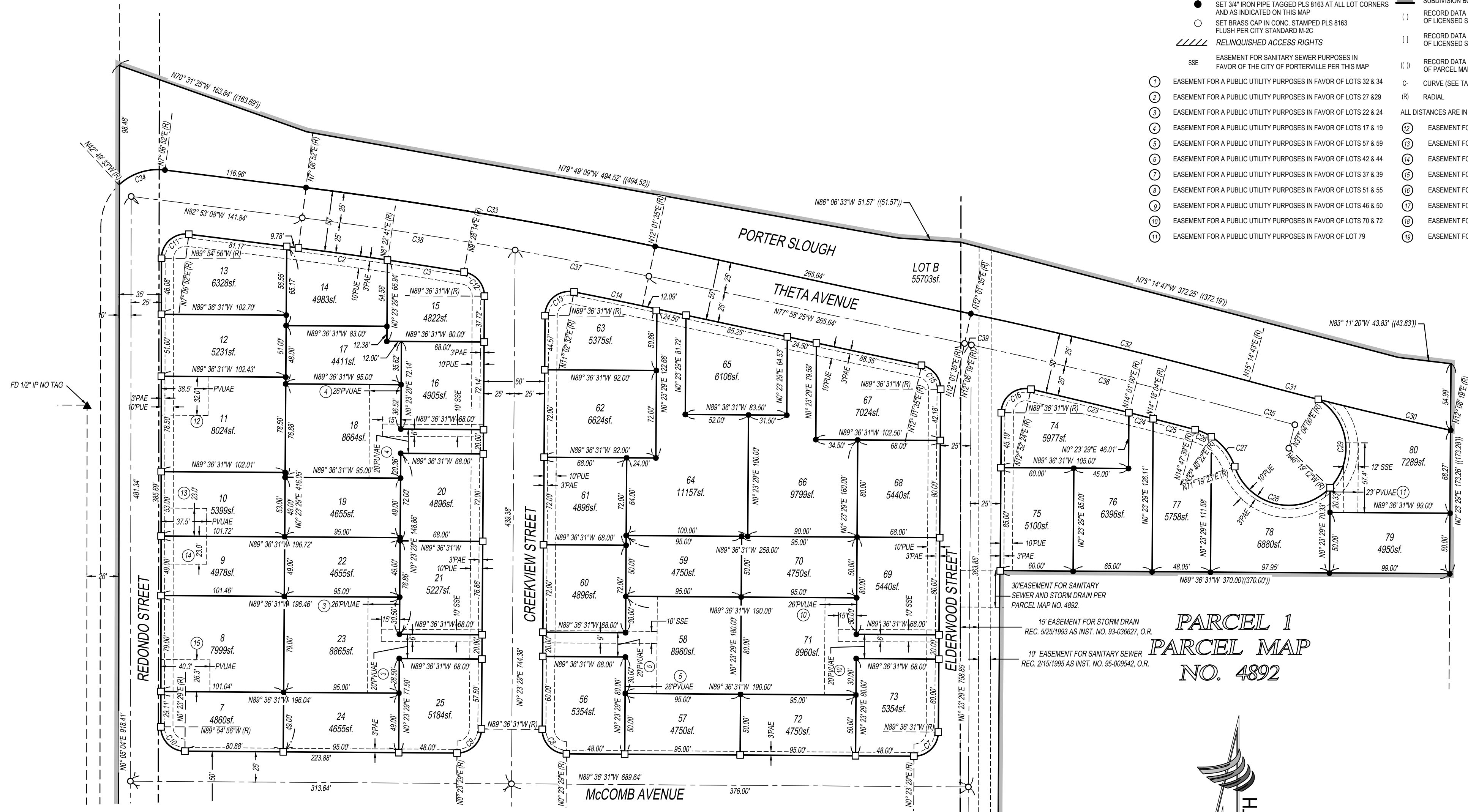
BASIS OF BEARINGS

THE SOUTH LINE OF THE EAST 1/2 OF THE
SOUTHEAST 1/4 SECTION 20-21-27, PER L.S.
20-30, RECORDED IN BOOK 23 OF LICENSED
AT PAGE 30, T.C.R.

TAKEN AS: N 89° 36' 31" W

LEGEND

▲	FOUND MONUMENT AS DESCRIBED	PUE	PUBLIC UTILITY EASEMENT
◆	SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)	PAE	PEDESTRIAN ACCESS EASEMENT
□	SET NAIL AND TAG STAMPED PLS 8163, IN CONCRETE AND AS INDICATED ON THIS MAP	PVUAE	PUBLIC UTILITY, PEDESTRIAN AND VEHICLE ACCESS EASEMENT
●	SET 3/4" IRON PIPE TAGGED PLS 8163 AT ALL LOT CORNERS AND AS INDICATED ON THIS MAP	—	SUBDIVISION BOUNDARY
○	SET BRASS CAP IN CONC. STAMPED PLS 8163 FLUSH PER CITY STANDARD M-2C	()	RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 23 OF OF LICENSED SURVEYS AT PAGE 30, T.C.R., OR CALCULATED THEREFROM
////	RELINQUISHED ACCESS RIGHTS	[]	RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 19 OF OF LICENSED SURVEYS AT PAGE 96, T.C.R., OR CALCULATED THEREFROM
SSE	EASEMENT FOR SANITARY SEWER PURPOSES IN FAVOR OF THE CITY OF PORTERVILLE PER THIS MAP	()	RECORD DATA PER PARCEL MAP NO. 4892, RECORDED IN BK. 49 OF OF LICENSED SURVEYS AT PAGE 97, T.C.R., OR CALCULATED THEREFROM
①	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 32 & 34	C-	CURVE (SEE TABLE SHEET 3 OF 3)
②	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 27 & 29	(R)	RADIAL
③	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 22 & 24		ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
④	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 17 & 19	⑫	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 12
⑤	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 57 & 59	⑬	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 9
⑥	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 42 & 44	⑭	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 10
⑦	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 37 & 39	⑮	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 7
⑧	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 51 & 55	⑯	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 6
⑨	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 46 & 50	⑰	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 3
⑩	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 70 & 72	⑱	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 4
⑪	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 79	⑲	EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 1



PREPARED BY:



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SHEET 2 OF 3

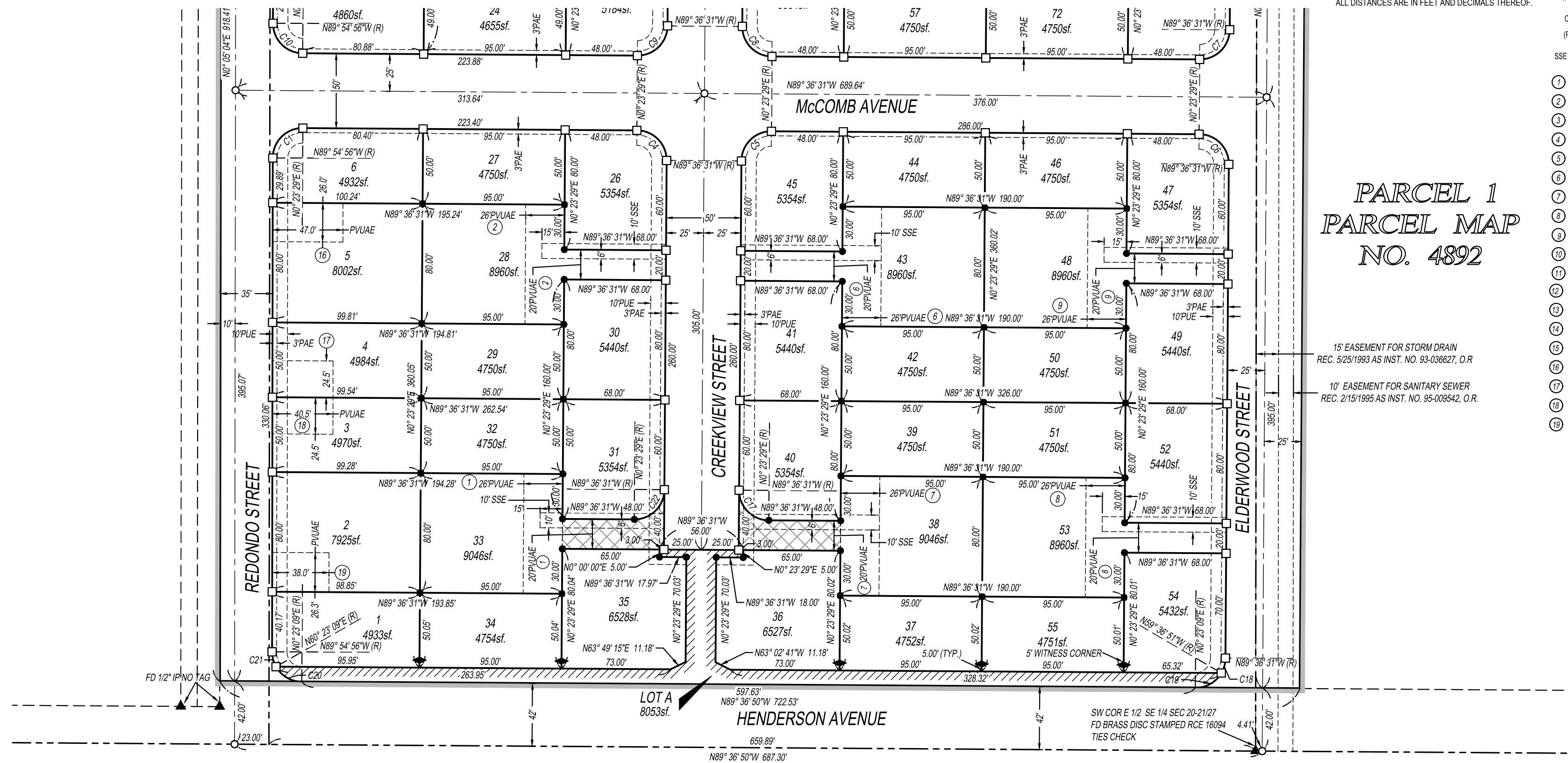
WINDSOR COURT SUBDIVISION

BASIS OF BEARINGS

THE SOUTH LINE OF THE EAST 1/2 OF THE
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TAKEN AS: N 89°36'31" W

SEE SHEET 2 OF 3



LEGEND

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- SET 3/4" IRON PIPE TAGGED PLS 8163 AT ALL LOT CORNERS AND AS INDICATED ON THIS MAP
- SET BRASS CAP IN CONC. STAMPED PLS 8163 FLUSH PER CITY STANDARD M-2C
- ////// RELINQUISHED ACCESS RIGHTS
- ▨ HATCH DENOTES PORTION OF LOT 33 AND 38 FOR FIRE LANE ACCESS EASEMENT TO THE CITY OF PORTERVILLE, PER THIS MAP. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- PUE PUBLIC UTILITY EASEMENT
- PVIAE PUBLIC UTILITY, PEDESTRIAN AND VEHICLE ACCESS EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- FAE FIRE LANE ACCESS EASEMENT
- SUBDIVISION BOUNDARY
- () RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 23 OF OF LICENSED SURVEYS AT PAGE 30, T.C.R., OR CALCULATED THEREFROM
- [] RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 19 OF OF LICENSED SURVEYS AT PAGE 96, T.C.R., OR CALCULATED THEREFROM
- [] RECORD DATA PER PARCEL MAP NO. 4892, RECORDED IN BK. 49 OF OF PARCEL MAPS AT PAGE 97, T.C.R., OR CALCULATED THEREFROM
- C- CURVE (SEE TABLE SHEET 3 OF 3)
- (R) RADIAL
- SSE EASEMENT FOR SANITARY SEWER PURPOSES IN FAVOR OF THE CITY OF PORTERVILLE PER THIS MAP
- ① EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 32 & 34
- ② EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 27 & 29
- ③ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 22 & 24
- ④ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 17 & 19
- ⑤ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 57 & 59
- ⑥ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 42 & 44
- ⑦ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 37 & 39
- ⑧ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 51 & 55
- ⑨ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 46 & 50
- ⑩ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 70 & 72
- ⑪ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 79
- ⑫ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 12
- ⑬ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 9
- ⑭ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 10
- ⑮ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 7
- ⑯ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 6
- ⑰ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 3
- ⑱ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 4
- ⑲ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 1

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C1	31.52	20.00	90°18'25"	20.11
C2	73.90	3350.00	1°15'50"	36.95
C3	63.86	3350.00	1°05'32"	31.93
C4	31.42	20.00	90°00'00"	20.00
C5	31.42	20.00	90°00'00"	20.00
C6	31.42	20.00	90°00'00"	20.00
C7	31.42	20.00	90°00'00"	20.00
C8	31.42	20.00	90°00'00"	20.00
C9	31.42	20.00	90°00'00"	20.00
C10	31.31	20.00	89°41'35"	19.89

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C11	33.87	20.00	97°01'48"	22.62
C12	28.25	20.00	80°55'15"	17.06
C13	35.13	20.00	100°39'03"	24.11
C14	57.55	3350.00	0°59'03"	28.77
C15	27.35	20.00	78°21'54"	16.30
C16	35.77	20.00	102°28'55"	24.91
C17	31.42	20.00	90°00'00"	20.00
C18	10.47	20.00	29°59'40"	5.36
C19	20.94	20.00	60°00'00"	11.55
C20	20.94	20.00	60°00'00"	11.55

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C21	10.37	20.00	29°41'54"	5.30
C22	31.42	20.00	90°00'00"	20.00
C23	82.82	4150.00	1°08'36"	41.41
C24	20.59	4150.00	0°17'03"	10.30
C25	35.72	4150.00	0°29'35"	17.86
C26	14.67	47.00	17°52'43"	7.39
C27	31.71	47.00	38°39'01"	16.48
C28	96.50	47.00	117°38'35"	77.67
C29	84.17	47.00	102°36'48"	58.68
C30	112.00	3111.77	2°03'44"	56.01

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C31	58.53	3111.77	1°04'40"	29.26
C32	235.94	4200.00	3°13'07"	118.00
C33	291.50	3400.00	4°54'44"	145.84
C34	40.97	47.00	49°56'25"	21.89
C35	45.42	3136.77	0°49'47"	22.71
C36	228.80	4175.00	3°08'24"	114.43
C37	112.15	3375.00	1°54'14"	56.08
C38	177.20	3375.00	3°00'30"	88.62
C39	5.74	4175.00	0°04'43"	2.87

PREPARED BY:



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TEL: 559.802.3052
FAX: 559.802.3215
SHEET 3 OF 3



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Authorization for Annual Waste Water Treatment Facility SCADA Service Contract

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) is requesting approval for the annual Extended Maintenance and System Service (EMASS) Contract to provide support services for the Supervisory Control and Data Acquisition (SCADA) system. The SCADA system integrates TESCO protocol to communicate directly with programmable logic controllers at remote sites.

The SCADA system monitors and controls the entire WWTF process by acquiring equipment and instrumentation data through remote telemetry units and sending the data to a central computer. The central computer performs graphic display representations, alarm reporting, report generation, data archiving and database management. The system is proprietary to TESCO Controls Inc.

TESCO Controls has provided a quote of \$6,000 for the EMASS contract. Expenditure for the EMASS contract is to be funded from the 2019/2020 Wastewater Operating Budget.

RECOMMENDATION: That City Council:

1. Award the Annual Service Contract to TESCO Controls Incorporated for a do not exceed amount of \$6,000;
2. Direct the Finance Director to initiate a Purchase Order to TESCO Controls Incorporated for a do not exceed amount of \$6,000; and
3. Direct the Finance Director to make payment to TESCO Controls Incorporated upon receipt of invoice by the Public Works Director.

ATTACHMENTS: 1. TESCO EMASS Quote

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

To: City of Porterville
Attn: Robert Alvarez
Re: Annual Extended Maintenance and System Services (EMASS) Proposal

Quote Date: 6/6/19
Quote No.: 19F052Q01

ANNUAL SERVICE CONTRACT PACKAGE
(Service Period: July 1, 2019 to June 30, 2020)

This proposal is offering an Extended Maintenance and System Service (EMASS) contract package to provide support services for City of Porterville's Wastewater sites' Remote Telemetry Units (RTU) and Control Panels (CP) Systems. The service contract shall provide a maximum of two (2) days in the field for two (2) TESCO's EMASS service representatives for prescheduled preventive maintenance service site visits. In addition, a maximum of eight (8) hours of remote/phone technical support is included in this agreement. EMASS services will be scheduled approximately 3-4 weeks prior to required work. Additional work provided above and beyond the contract allowance will be provided at the contract's reduced rates on a time-and-material basis.

With this agreement, **when paid in full at the beginning of the service term**, the signee is entitled to reduced rates, priority response, and emergency service available 24 hours a day, 7 days a week, 365 days a year. These rates and terms are identified under the "Standard Professional Services Rates for Time and Material Services" section as included herein.

Scope of Coverage

The following identifies the scope of coverage related to support, service, and covered equipment/systems as part of this Service Contract Package.

Item	Description
1	PLC / RTU / Control Panel Specialized Preventative Maintenance & Support Services: TESCO shall provide site visits to perform specialized preventative maintenance, including system inspection, verification, and equipment cleaning. These services will be prescheduled and performed annually onsite, and include: ▪ Exterior and Interior checks of the cabinet paint condition, door operations, seals and gaskets, and checks of door mounted controls and switches. ▪ Vacuum of dust and debris inside the cabinet ▪ Check for moisture intrusion ▪ Check for rodent/insect intrusion ▪ Check fan and heater functional performance ▪ Visually inspect battery backup and UPS ▪ Verify Controller's power supply voltage ▪ Check and verify PLC processor and I/O Modules connections ▪ Check for excessive heat and loose connections ▪ Check telemetry equipment cabling and connections ▪ Seat terminal blocks and all relays Sites/Equipment Covered: The above-listed support service applies to the following sites/equipment: ▪ Headworks Control Panel RTU-1 ▪ Digester Tank Control Panel RTU-7 ▪ Digester Building Control Panel RTU-6

Item	Description
	▪ Blower Building Control Panels 1,2,3 and 5 ▪ Outfall Pump Station Control Panel RTU-2 ▪ RAS/WAS Control Panel RTU-3 ▪ Sludge Pump Station Control Panel RTU-4 ▪ Influent Pump Station Control Panel
TOTAL ANNUAL COST:	
\$6,000.00	

Additional Services

Additional services which are not included within the Service Contract coverages (as defined above) are available and can be administered through this contract. Such services are offered at TESCO's "standard rates" per the rate scheduled included herein, which will accrue against the included Allowance or billed separately on a Time-&-material (T&M) basis. These services will be subject to the service provisions defined herein and scheduled accordingly. Service and support may include any of the following disciplines/items as needed to fulfill the additional service requests.

- **Field Service Technician** – to provide field support and services, including, but not limited to: instrumentation troubleshooting, calibration, and loop testing; electrical control modifications; Infrared Thermal Image Scan(s) for verifying/identifying poor connections, resistive "hot spots", and potentially failing equipment, control system troubleshooting; motor control support services (e.g. VFD's, RVSS's, Pump Control Panels, etc.) and communication system service.
- **PLC Programmer** – to provide PLC programming support and services as needed, including, but not limited to: troubleshooting, program modifications, OIT programming services, and training.
- **SCADA Programmer** – to provide SCADA support and services as needed, including, but not limited to: software troubleshooting; support services for system tags, database, telemetry/communications, alarming systems, reporting, and graphics support; networking support; programming modifications; and training. **(Note: Latest SCADA system software updates should be available while under terms of the contract)**
- **Engineer** – to provide engineering and consulting support and services related to electrical control and system engineering, including, but not limited to: electrical control system assessment, tracing, engineering, and as-built drawings; control system operations engineering; system documentation; and training.
- Materials, travel, expenses, and/or third-party services will be billed separately. Any material required shall be approved by owner/customer prior to procurement.

Rate Schedule

The following rate schedule identifies the Professional Services offered by Tesco Controls, Inc for Technical Support Services only. Please note that this rate schedule is not intended for use with Task Orders or project scopes of work, which shall be administered separately from this Service and Support Contract (TESCO can negotiate and quote these separate work efforts, as needed). This rate schedule applies to the services and support covered by this Service Contract per the applicable rate category, as well as, the additional services that are rendered for ancillary support effort (which is performed per the standard rates and provisions defined below).

The following are Tesco's current professional service rates for year **2019** including the escalation rate schedule for service type and category. The rates shown below include the direct hourly rate only and do not include expenses related to business travel, ME&I costs, per diem, or other miscellaneous fees. If needed, please consult with Tesco representative for travel-loaded rates which are evaluated case-by-case upon request.

Professional Services	Standard Rate	Premium Services	Emergency Services	Service Contracts
Factory Repairs	\$125	\$135	\$150	\$105
Engineering Support	\$120	\$130	\$145	\$100
Drafter/Designer	\$145	\$155	\$185	\$125
Project Engineer	\$170	\$185	\$245	\$150
Project Manager	\$170	\$185	\$245	\$150
PLC Applications Programmer	\$170	\$185	\$245	\$150
SCADA Applications Programmer	\$170	\$185	\$245	\$150
Field Service Engineer/Specialist	\$170	\$185	\$245	\$145
Network/Communications Engineer	\$200	\$215	\$265	\$180

Service Rate Categories

The following define the service types identified in the above listed rate categories:

Standard Service Rate – These rates apply to standard scope and task order activities that are under Tesco's scheduling and resource planning control. Standard rates are reserved for negotiated, planned, and well-defined/specified scopes of work where standard approach methodologies for executing work activities apply. These rates may also apply to specialized preventative maintenance services. These rates do not apply to open-ended tasks or time-&-material (T&M) work orders requiring premium technical/engineering services (please refer to Premium Service Rates); the Standard Service Rate category apply to standard 'project/product delivery' work. Please consult with Tesco representative for applicable service rate.

Premium Service Rate – These rates apply to open-ended tasks and time-&-material (T&M) work activities where the scope of work is not well-defined requiring a non-standard approach to scope management and resource planning. Such activities require higher-level disciplines for engineering task discovery in defining scope of work requirements on an as-needed basis. These rates may also apply to scope and task order activities that require premium technical services, such as engineering assessments, engineering surveys/studies, integration activities, troubleshooting, and T&M support services. These rates do not apply to urgent, expedited, or emergency service where the rendering of services are subject to deadlines or schedules that compress or interrupt other prescheduled activities or project work (please refer to Emergency Service Rates). Please consult with Tesco representative for applicable service rate.

Emergency Service Rate – These rates apply to tasks, work activities, and/or services that are rendered where personnel and resources need to be expedited and do not follow Tesco's standard methodology for scheduling work. Such services may impact other work activities or other project work, and may require rescheduling of resources to accommodate an expedited schedule. These rates may also apply to services that need to be rendered after normal business hours, whether provided as technical phone support or onsite technical support. Please note that any onsite technical support or activity rendered as an Emergency Service Rate may be subject to additional surcharges as follows:

Emergency Onsite Service Surcharges

Mobilization surcharges are applied to each emergency call/request that results in onsite activities being rendered under the Emergency Service Rate classification as defined above. These surcharges do not apply to phone support or remote VPN access support services. The following surcharges are applied to the mobilization of onsite services based on operating business hours.

After-Normal Business Hours, On-Call Onsite Support..... \$950 per incident
During Normal Business Hours, On-Call Onsite Support..... \$650 per incident

After-hours service requests are managed through Tesco's 24/7 On-Call Support Program and facilitated through Tesco's call center and dispatched to on-call personnel. Please note that the utilization of Emergency Service Rates do not constitute an Emergency On-Call & Technical Support Service Contract or guarantee a level-of-service/response-time stipulated by those contracts. Please contact Tesco for a customized EMASS, Support, and/or On-Call Emergency Service Contract which is structured and quoted on support needs and on a system-by-system basis. Although Emergency Services are expedited and scheduled promptly, mobilization is subject to availability and resource rescheduling lead-times. Please consult with Tesco representative for applicable service rate.

Service Contract Rate – These rates apply to work, tasks, and scopes identified by a Tesco Service Contract. Service Contracts can include bundled packages for Extended Maintenance And System Services (EMASS) contracts, Technical Support Service contracts, and On-Call Emergency Service contracts. Eligibility of these rates are only available through an active and pre-paid Tesco Service Contract which are subject to the terms and conditions stipulated by the respective Service Contract language. These rates do not apply to Open Purchase Orders, Time-&-Material (T&M) service requests, or premium Professional Services / Consulting Agreements. Please consult with Tesco representative for additional information and details related to Service Contracts.

Please consult with a Tesco representative for applicable service rates.

Rendering Services

Upon contracting into an agreement with Tesco Controls, Inc. (i.e. Retainer Agreement, Service Contract, or Professional Services/Consulting Agreement), these indicated rates shall be valid for the agreed contract period. Services rendered will be provided on a Time-and-Material accrual basis; which may be estimated in advance with a specified Task Order and/or defined scope of activity(ies). The hours accrued for rendered services will be recorded and only those incurred hours will be billed against the service/contract agreement in addition to the cost of expenses, travel, per diem, ME&I costs, fees, expenditures, and any preauthorized hardware/material provided. Please refer to the Time-and-Material service provisions and the terms and conditions noted herein.

Service Provisions

Please note the following service provisions:

- Normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Overtime at one and one-half the standard rate is billed for services outside the normal working hours, excluding weekends and holidays.
- Saturday working hours are billed at two times the standard rates.
- Sunday working hours are billed at three times the standard rates.
- Holiday working hours are billed at three times the standard rates.
- The above rates are billed two-hour minimum and in half-hour increments per activity/mobilization.
- Portal-to-portal travel time is billed at the indicated hourly rate, plus \$0.69 per mile.
- Hardware components are billed at cost plus 20% overhead/procurement expenditures and 15% margin (delivery is subject to manufacturer availability). Sales tax will be applied as appropriate.
- Actual travel expenses (airfare, ground transportation, lodging, meals, etc.) are billed at cost plus 20% overhead/administration.
- Authorized third party services will be billed separately at cost plus 20% overhead/subcontract administration and 15% margin (delivery is subject to service provider availability).
- Please note: The above listed rates and referenced disciplines are for technical and professional services only, which do not include any trade installation, trade work, or trade labor.

Clarifications

The liability of Tesco Controls, Inc. under this Extended Maintenance and System Services agreement shall be limited to the reasonable value of the labor and services to be performed hereunder. Tesco Controls, Inc. agrees to provide the services referenced herein, but does not assume any liability or responsibility for damages caused by a

failure of the parts or components referenced herein or the loss of any data. Tesco Controls, Inc. shall not be obligated under this agreement to provide an extension of the manufacturer's warranty for any component referenced herein.

Tesco Controls, Inc. shall not be obligated under this agreement to provide services or repair damage caused by fire, explosion, vandalism, theft, act of God, misuse or abuse of equipment/components; such equipment may not be serviceable and may need to be replaced. Nor will Tesco Controls, Inc. be liable for damage caused by unsupervised relocation, repair, or modifications to the equipment/components not performed by Tesco Controls, Inc. (or previously authorized by Tesco Controls, Inc. if such equipment is covered by the "covered components of this agreement"). Please note the following service provisions:

Terms and Conditions

- Contract will be covered 1 year from date of acceptance.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.

Contract Acknowledgement

The undersigned acknowledges that they have read and understand the above Service Contract offering:

City of Porterville
Company/Agency

Tesco Controls, Inc.
Company/Agency

Name, Title

Name, Title

Signature

Signature

Date

Date

Proposal prepared by:

TESCO CONTROLS, INC.

Tony Vaynshteyn
EMASS Coordinator
tvaynshteyn@tescocontrols.com



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Household Water Tank Replacement Project - Self-Help Enterprises On-Site Plumbing Agreement

SOURCE: Public Works

COMMENT: The Household Water Tanks Removal Project includes extension of new water mains within the City limits of Porterville where household tanks were installed and implemented by Tulare County via a mutual agreement with the City during the severe drought. The City of Porterville received a grant from the Department of Water Resources (DWR), with a not to exceed amount of \$2,812,946, which will pay for the water main extensions, home connections, well destructions, and all necessary tasks to complete the home connections for the project.

West Valley Construction Company, Inc. was awarded the contract for the water main extension and related components of the project earlier this year with a total estimated cost of \$1,823,916; their work is currently underway. The required work on the properties is to be completed and coordinated by Self-Help Enterprises (SHE) and Community Services and Employment Training (CSET). Staff has completed contract negotiations with SHE and CSET and said agreement, with a not to exceed amount of \$356,900, is attached for City Council approval. This brings the overall total estimated cost for the project to \$2,180,816, well within the approved DWR grant funding amounts.

RECOMMENDATION: That City Council:

1. Approve the agreement with SHE and CSET;
2. Authorize the City Manager to execute the agreement with SHE and CSET; and
3. Authorize progress payments for the agreement related work up to \$356,900.

ATTACHMENTS:

1. Agreement for Grant Implementation Services - SHE & CSET

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

AGREEMENT FOR GRANT IMPLEMENTATION SERVICES

THIS AGREEMENT, effective as of _____, 2019, by and between the City of Porterville, hereinafter referred to as CITY, and Self-Help Enterprises, hereinafter referred to as SHE.

WHEREAS CITY intends to carry out the following project (the PROJECT) in the community of Porterville, located in Tulare County, State of California:

Porterville (Former County Areas) Water Supply Project

WHEREAS project financing is made available by the California Department of Water Resources (Grant Agreement No. _____);

WHEREAS CITY desires to obtain implementation services from SHE;

WHEREAS SHE agrees to perform implementation services required for PROJECT.

IT IS AGREED AS FOLLOWS:

1. WORK TO BE PERFORMED

SHE agrees to provide the services described in ATTACHMENT A, Scope of Work

2. COMPENSATION

Each month, SHE will submit an invoice for services provided under this Agreement during the previous month. Charges for staff services are to be billed on an hourly basis, at the SHE charge rates in effect during the period in which services are provided (see Attachment B). Third party charges and out-of pocket costs such as printing, copying, and shipping are to be billed at actual cost. The total cost for all services provided under this Agreement shall not exceed three hundred fifty-six, nine hundred dollars (\$356,900).

3. TERM OF AGREEMENT

This Agreement shall take effect on February 15, 2019 and expire on December 31, 2019, or the date of any mutually agreed to extension.

4. INDEPENDENT CONTRACTOR STATUS

It is mutually understood that, in performing the services herein specified, SHE shall act as an Independent Contractor and shall have control of the work and the manner in which it is performed. SHE shall be responsible for providing legally mandated benefits and to comply with the state and federal withholding regulations. CITY retains the general right of inspection in order to judge whether, in CITY's opinion, SHE is performing the work in accordance with the terms of this Agreement.

5. SUBCONTRACTS AND ASSIGNMENT

SHE intends to utilize subcontractors to complete the plumbing and well destruction activities. All subcontracted activities will comply with requirements of the City and funding source.

6. INDEMNIFICATION

SHE shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with SHE's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. This indemnification specifically includes any claims that may be made against SHE by any taxing authority asserting that an employer employee relationship exists by reason of this Agreement. 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.

7. INSURANCE

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

General Liability

SHE shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. SHE's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations to the

additional insured, ISO form CG 20 37, is also required.

Auto Liability

SHE shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$1,000,000) per accident.

Workers' Compensation

SHE shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

SHE shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

- a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
- b. Indicate whether coverage provided is on a claims made or occurrence basis; and
- c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City, Attention: [name and address]

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. SHE shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when SHE has a claim made form(s). If SHE, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from SHE resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to SHE, City may deduct from sums due to SHE any premium costs advanced by City for such insurance.

SHE shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

This insuring provision and the one contained in the Standard Specifications, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions, contained therein, may be within public policy and enforceable.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

8. TERMINATION

Either party shall have the right to terminate this Agreement provided the other party is notified in writing thirty days prior to the effective termination date. If so terminated, SHE shall be entitled to compensation for services provided prior to termination.

9. GOVERNING LAW

This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Agreement is entered into and to be performed in Tulare County, California, and any litigation arising out of this Agreement shall be brought in Tulare County, California. The parties waive the removal provisions of California code of Civil Procedure Section 394.

10. WAIVERS

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 of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

11. RECITALS AND HEADINGS

The Recitals to this Agreement are fully incorporated into and are integral parts of this Agreement. Section and paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

12. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or 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.

13. FURTHER ASSURANCES

Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

14. SEVERABILITY

If any term, condition, covenant, provision or part thereof of this Agreement is, or is declared, invalid, void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

15. INTEGRATION: This Agreement represents the complete and entire understanding between the parties as to those matters contained herein. No prior oral or written understanding, except as expressly provided herein, shall be of any force or effect with respect to those matters covered herein. This Agreement may only be modified or amended in writing, signed by all parties, except as otherwise specifically provided herein.

16. NOTICES

Notices to either party shall be deemed to have been provided by depositing the same, postage prepaid, with the United States Postal Service, addressed as follows:

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

SHE:
Thomas J. Collishaw, President/CEO
Self-Help Enterprises
Post Office Box 6520
Visalia, CA 93290

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

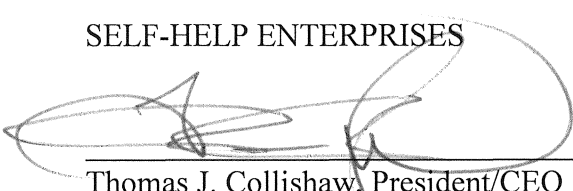
Attest

CITY

Clerk

John Lollis, City Manager

SELF-HELP ENTERPRISES



Thomas J. Collishaw, President/CEO

Attachments:

- A. Scope of Work
- B. SHE Charge Rates

Attachment A – Scope of Work

Porterville (Former County Areas) Water Supply Project

Project Implementation: Self-Help Enterprises (SHE) will assist the CITY to implement the water connection project by completing the following tasks:

Task 1—Market Program and Coordinate Work Activities

- Market program to eligible property owners and coordinate work activities with City, residents, and DWR.

Task 2 – Private Property Connections

- Conduct on-site pre-inspections to estimate the amount of materials and work required to complete the water connection.
- Conduct dry well verification as needed.
- Secure plumbing permits from the City for each property to be connected to City system.
- Purchase necessary plumbing materials.
- Subcontract with Community Services and Employment Training (CSET) and/or Plumbing Contractor to install materials to implement water connection work on private property.
- Rent trenching equipment.
- Work with City to furnish and install meter and backflow preventer to complete connections, as required by City.
- Monitor work by CSET and/or Plumbing Contractor and verify completion.
- Prevailing Wage Monitoring, as required

Task 3 – Well Abandonment

- Perform on-site pre-inspection to estimate materials and work
- Dry well verification & locating
- Bid coordination, job walks and awards to subcontractors; well abandonment work to be performed by licensed contractor(s)
- Prevailing Wage Monitoring, as required

Task 4 – General Provisions

- Make payment to Sub-Contractors after inspections and approval of work.
- Provide all information and financial statements to City including reports on progress and performance in relation to this agreement.
- Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted.

Attachment B



CHARGE RATE SCHEDULE 2018-2019

Title	Charge Rate Range	
Administrative Analyst 1	77.02	90.49
Administrative Analyst 2	83.25	98.86
Area Superintendent	88.81	106.30
Asset Management Specialist 1	77.02	90.49
Asset Management Specialist 2	83.25	98.86
Asset Management Specialist, Sr.	93.14	112.10
Assistant Program Director	108.55	132.73
Community Development Specialist 1	77.02	90.49
Community Development Specialist 2	83.25	98.86
Community Development Specialist, Sr.	88.81	106.30
Community Development Manager 1	87.96	105.15
Community Development Manager 2	98.86	119.76
Construction Assistant	64.66	73.94
Construction Specialist 1	79.70	94.08
Construction Specialist 2	84.03	99.90
Coordinator	88.81	106.30
Homeownership Counselor 1	68.44	78.99
Homeownership Counselor 2	73.33	85.56
Homeownership Counselor 3	78.99	93.14
Housing Specialist 1	77.02	90.49
Housing Specialist 2	83.25	98.86
Housing Specialist, Sr.	93.14	112.10
Loan Processor 1	68.44	78.99
Loan Processor 2	73.33	85.56
Loan Processor, Sr.	78.99	93.14
Management Analyst	93.14	112.10
Manager 1	87.96	105.15
Manager 2	98.86	119.76
Office Manager	78.99	93.14
Program Director	119.76	147.77
Project Manager 1	77.02	90.49
Project Manager 2	83.25	98.86
Project Manager, Sr.	93.14	112.10
Project Technician 1	62.94	71.62
Project Technician 2	66.96	77.02
Project Technician 3	71.62	83.25
Secretary 1	62.94	71.62
Secretary 2	66.96	77.02
Secretary 3	71.62	83.25
Superintendent 1	75.76	88.81
Superintendent 2	79.70	94.08
Superintendent 3	84.03	99.90

Current Charge Rates are effective July 1, 2018 through June 30, 2019. Charges incurred after June 30, 2018 will be billed according to then-current schedule. Rates are all inclusive, i.e., they include not only salary and benefits, but travel and overhead including routine clerical and administrative support, office expense, space, telephone, etc. Certain pass-through costs such as PIRT's and appraisals will be billed separately and in addition to these charge rates.

SELF HELP ENTERPRISES

P.O. Box 6520
Visalia, CA. 93290
(559) 802-1605 – Phone
(559) 651-3634 – Fax
AndreaS@SelfHelpEnterprises.org

ENTERED MAY 31 2019

CERTIFICATE REQUEST

DATE: 06/10/19 **TO:** **DiBuduo & DeFendis**
Attn: **Debbie Linville**

Page 1 of 1 (Incl. this page) *Attach Cert. Requirements including special wording*

Certificate Holder: City of Porterville

Cert Holder's Address: Attention: John Lollis, City Manager

291 N. Main Street

Porterville, CA 93257

Project Reference/Job: Household Water Connections and Well
Destructions

INTEREST to "SHE":

(IE – Funding Source, Mortgagee, Municipality...etc.)

Single Family -OR- Multi Family

Construction/Developing Ops -OR-
Consulting Services

Special Instructions:

Funding Source

N/A

N/A

☒ Name cert. holder as additional insured

☒ 30 day notice of cancellation

☐ Special Endorsements requested, I.E. Waiver
of Subrogation, Primary Wording- etc.

Other Additional Insureds: 2
3

Requested Method of Delivery: _____

DiBuduo & DeFendis Insurance
(559) 432-0222 Phone -or- (559) 437-6678 Debbie's Direct Phone
(559) 435-5297 Fax-or- (559) 437-6679 Debbie's Direct Fax
E-mail Address: Debbie.linville@dibu.com



IN THE BUSINESS OF YOUR SUCCESSSM

Request for Workers' Compensation Certificate of Insurance or Declaration Page

Enter your company information on the top of the page and select the document(s) that you are requesting.
Once complete, click the submit button on the bottom of the page to generate an e-mail to AON.

This form can also be saved and e-mailed directly to AON at adp.coi.center@aon.com

ENTERED MAY 31 2019

If multiple Certificates of Insurance are needed (multiple Certificate Holders), please use this request form

Client Information:

* Denotes a Required Field

*ADP Client ID

C9L

*Date

Jun 10, 2019

*Name

Self-Help Enterprises

*Address

PO Box 6520

*City

Visalia

*State

CA

*Zip Code

93290

*Country

United States

Client Contact Information:

*First Name

Andrea

*Last Name

Sherrill

*Phone Number

+1 (559) 802-1605

*Email Address

andreas@selfhelpenterprises.org

Fax Number

*Document(s) Requested

Certificate of Insurance (COI)

Optional: Enter the name, address, and contact information for any certificate holder/business entity that needs to be added to the certificate of insurance.

Certificate Holder Information:

Coverage: Workers' Compensation / Limits: Statutory

Name

City of Porterville

Attention

John Lollis

Address

291 N. Main Street

Fax Number

City

Portervillw

State

CA

Zip Code

93257

Country

United States

Description / Reference

Household Water Connections and Well Destructions

Remarks or Other
Instructions

See attached specific wording for Waiver of Subrgation

Additional insureds cannot be added to your workers' compensation certificate of insurance

Submit to AON

Please call or email AON with any questions at: **1-800-743-8130** or adp.coi.center@aon.com

Request form may also be faxed to AON at 1-800-522-7514 or e-mailed to the address above



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Approval of Transit Measure R Program Supplement to Cooperative Agreement

SOURCE: Public Works

COMMENT: The Tulare County Association of Governments (TCAG), acting as the Local Transportation Authority ("Authority"), is requesting that the City of Porterville approve and submit a Program Supplement to the Cooperative Agreement for the City of Porterville Transit Program. This Program Supplement will allow the City of Porterville Transit Program to continue receiving operating funds from Measure R to be utilized towards expansion routes. The City is appropriated \$170,000 per year in Transit operating assistance through Measure R.

As stated above, Measure R operating funds are designed for transit expansion. The route approved under these guidelines is Route 8 (Northeast Porterville - Granite Hills High School), which was implemented in August 2008. Additionally, the City modified Routes 6 (Family HealthCare Network Clinic Loop) and 7 (Porterville Adult School - Prospect Street) to expand service to areas not previously served.

Staff has prepared the attached Program Supplement and Attachment "A" to allow the City of Porterville to continue receiving Measure R Transit operating assistance.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

1. Draft Resolution
2. Measure R Transit Program Supplemental Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

RESOLUTION #_____ - 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AFFIRMING AND APPROVING THE SUPPORT OF THE
CITY COUNCIL FOR THE MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT FOR THE CITY OF PORTERVILLE TRANSIT
PROGRAM**

WHEREAS, the City of Porterville Transit program is eligible to receive operational costs for Route 8 that began in August 2008, which route by definition meets the Measure R guidelines of transit expansion; and

WHEREAS, the City of Porterville made additional modifications to Routes 6 and 7 in Fiscal Year 2009/2010 to expand service to areas not previously served; and

WHEREAS, the Tulare County Association of Governments (TCAG) is requesting that the City of Porterville approve and submit a Program Supplement to Cooperative Agreement that will allow the City to receive Measure R Transit Funds for Operating Expenses for Fiscal Year 2017/2018;

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Porterville does hereby affirm and approve support of the Measure R Program Supplement to Cooperative Agreement for the City of Porterville Transit program, and authorizes the Mayor and City Clerk to execute the Program Supplement, and any other related documents as may be required.

PASSED, ADOPTED AND APPROVED this 2nd day of July, 2019.

Martha Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT**

This Program Supplement is made and entered into on July 1, 2019, by and between the CITY OF PORTERVILLE ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the Sponsor and the Authority on May 29, 2007, as amended, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. 42-2011, approved by the Sponsor on August 2, 2011. (See copy attached)

Project Scope, Costs, and Schedule are incorporated herein as Attachment "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

1.1. SPONSOR agrees that it will only proceed with work authorized for specific phases(s) with a written "Authorization to Proceed" or Authority action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or Authority action.

1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.

1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.

1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.

1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and target billing amount.

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

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: _____

Chair of the Authority

ATTEST:

By: _____
Authority Director

CITY OF PORTERVILLE

ATTEST:

By: _____

Martha Flores
Mayor

By: _____

John Lollis
City Clerk

**ATTACHMENT “A”
PROJECT SCOPE, COST AND SCHEDULE**

PORTERVILLE TRANSIT – FY2019/20

Operations

In line with the FY 2008/09 service expansion outlined in the 2006 City of Porterville Short Range Transit Plan, Measure R funds provided to the City of Porterville will be used to offset the cost of the additional fixed route within the City. This new route has been deployed within the northeastern section of the City, an area of growing development that previously has no access to fixed route service. The route began in August of 2008.

Based on review of current and past fixed route operations data, we have calculated the base annual net operating cost of a new route to be approximately \$238,000. Measure R funds are being requested to account for a 71% of the cost of this route expansion, with additional costs being covered by TDA funds.

Measure R Operating Costs Allocated:	\$105,000 Original
	<u>\$65,000</u> Amendment No. 3
	\$170,000 Total

Expansion Route Operating Costs:	\$247,000
Less Fare box Revenue:	<u>\$9,000</u>
Net Project Cost:	\$238,000

Total Measure R Funds Requested:	\$170,000 (71%)
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CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Assignment of Airport Lease - Lot 34B

SOURCE: Finance

COMMENT: Mr. Orville Allen Ennis and Mrs. Susan Eva Ennis, Trustees of the Ennis Family Revocable Trust dated July 8, 2005, have sold their hangar to Mr. Ray Swiney. The new owner is requesting Council authorization to assume the existing lease between the City of Porterville and the Ennis Family Revocable Trust effective July 2, 2019 and expiring May 31, 2024.

RECOMMENDATION: That the City Council approve the Assignment of the Airport Lease for Lot 34B between the City of Porterville and Orville Allen Ennis and Susan Eva Ennis, Trustees of the Ennis Family Revocable Trust dated July 8, 2005 to Ray Swiney; and authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Locator Map
2. Draft Assignment of Lease
3. Lessor's Consent to Assignment of Lease
4. Bill of Sale
5. Letter of Request

Appropriated/Funded:

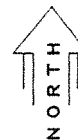
Review By:

Department Director:

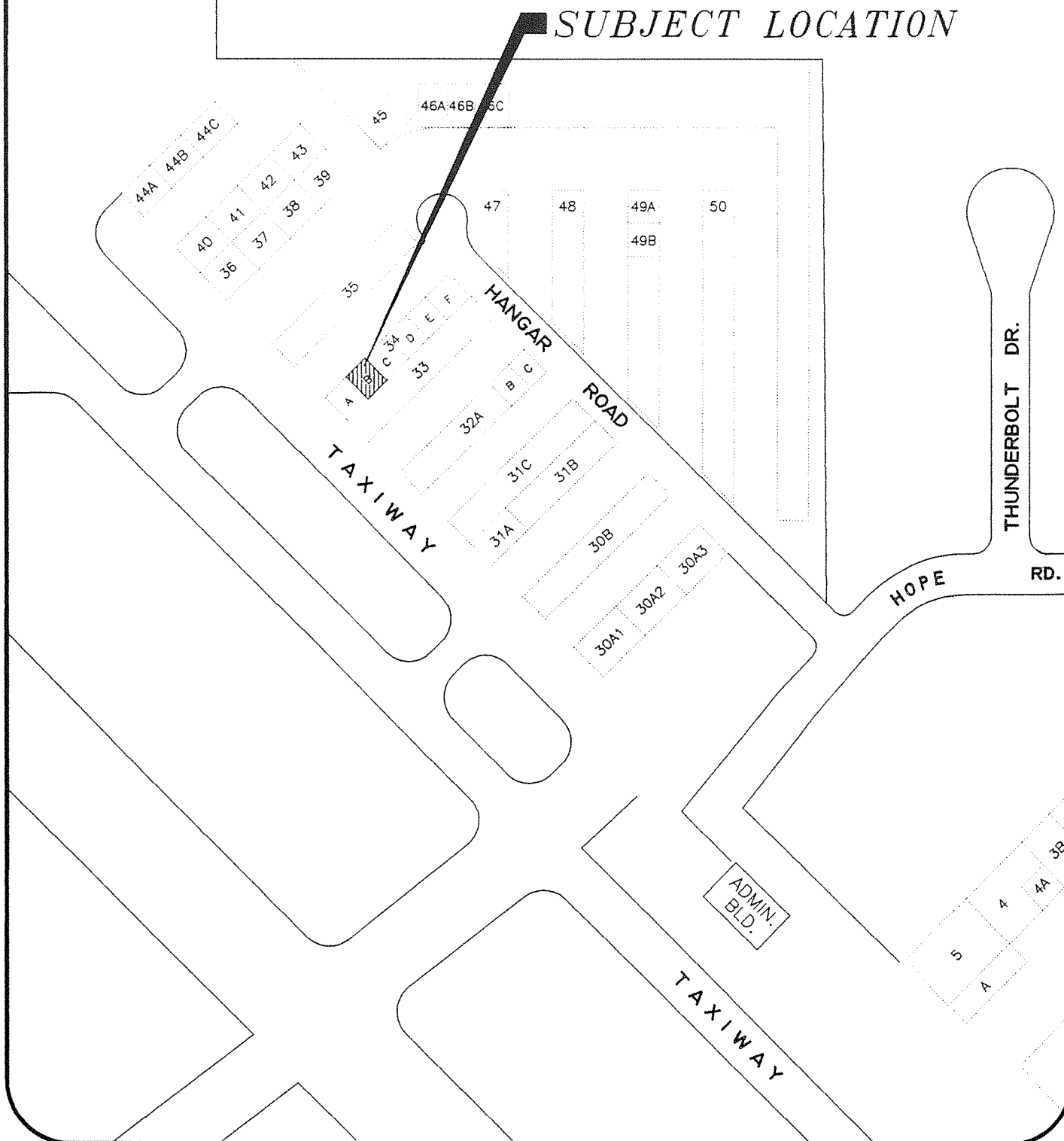
Maria Bemis, Finance Director

Final Approver: Patrice Hildreth, Administrative Services Dir

AIRPORT LEASE SITES



SUBJECT LOCATION



**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 2nd day of July, 2019, by and between Orville Allen Ennis and Susan Eva Ennis, Trustees of the Ennis Family Revocable Trust dated July 8, 2005, 1700 Ashe Road, Unit 4, Bakersfield, CA, owners of a hangar on Lot 34B at the Porterville Municipal Airport, as the Assignor, and Ray Swiney, 3987 Bear Creek Road, Springville, CA, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective July 2, 2019, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated June 1, 2014 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Bruce Kaiser, as the original Lessee, and assumed by Donald E. Cornforth, M.D., on December 20, 2016, and assumed by Orville Allen Ennis and Susan Eva Ennis, Trustees of the Ennis Family Revocable Trust, on August 21, 2018, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport hangar Lot No. 34B, containing a total area of approximately 2,350 square feet, and establishing a Lease terminating on May 31, 2024.

2. Effective July 2, 2019, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a \$150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

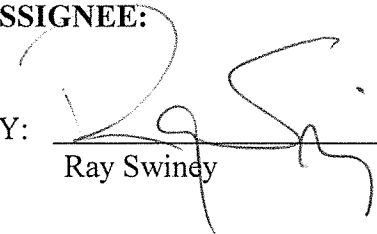
ASSIGNOR:

Ennis Family Revocable Trust

BY: _____
Orville Allen Ennis, Trustee

BY: _____
Susan Eva Ennis, Trustee

ASSIGNEE:

BY:  _____
Ray Swiney

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 34B**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 34B, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease upon the expressed condition, however, that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 2nd day of July, 2019.

CITY OF PORTERVILLE

BY: _____
Martha A. Flores
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

BILL OF SALE

FOR VALUABLE CONSIDERATION, Orville Allen Ennis and Susan E. Ennis, trustees of The Ennis Family Revocable Trust of July 8, 2005, Seller (whether one or more) hereby sells and conveys to Ray Swiney, Buyer (whether one or more) the following personal property located at 1835 South Newcomb Street, Unit 34B, Porterville, CA 93257.

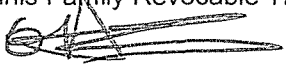
All structures and improvements but not limited to the "Airplane Hanger #34B"

Seller agrees that Seller is the owner of the personal property described above, that the personal property is free from all encumbrances and that the Seller has the right to sell and convey the personal property to Buyer. Seller agrees to warrant and defend the sale of the personal property to Buyer against any and all person(s) who claim title to the personal property described above, subject only to the encumbrances listed above. This Bill of Sale shall bind the Seller and benefit the Buyer and their successors and assigns.

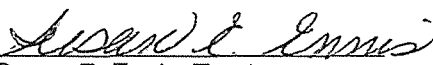
Date: June 19,, 2019

SELLER:

The Ennis Family Revocable Trust of July 8, 2005

By: 

Orville Allen Ennis, Trustee

By: 

Susan E. Ennis, Trustee

If Ray Swiney purchased
The hamper on lot 34B
would like to Assume the
Lease agreement

RS 6/26/19



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Approval of Resolution Authorizing the Filing of RSTP Exchange Program Fund Claim for the Fiscal Year 2018-2019

SOURCE: Finance

COMMENT: Each year, the City receives an apportionment of federal Regional Surface Transportation Program (RSTP) funds in exchange for State Highway Account funds from the Tulare County Association of Governments (TCAG). For fiscal year 2018-2019, the amount of RSTP funds available to claim is \$670,040.

In order for the City to receive distribution of the RSTP funds, TCAG requires a resolution of the City Council authorizing a specific person to file the claim form. Attached is a draft resolution authorizing the Finance Director to sign and submit the claim to TCAG for RSTP funds in the amount of \$670,040 for the fiscal year 2018-2019.

RECOMMENDATION: That the City Council authorize and direct the Finance Director to sign and submit the FY2018-2019 RSTP Exchange Program fund claim to the Tulare County Association of Governments on behalf of the City of Porterville in the amount of \$670,040.

ATTACHMENTS:

1. Draft Resolution
2. RSTP claim form 2018-2019

Appropriated/Funded:

Review By:
Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE FINANCE DIRECTOR
TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
EXCHANGE FUND CLAIM FORM FOR FISCAL YEAR 2018-2019

WHEREAS: The Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS: Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2 years to California Metropolitan Planning Organizations (MPOs); and

WHEREAS: TCAG is the designated MPO for Tulare; and

WHEREAS: The Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the Fiscal Year 2018-2019 due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional actions (i.e., rescissions); and

WHEREAS: The FINAL RSTP Exchange apportionment amount is published at the end of Fiscal Year 2018-2019 and can be different than the ESTIMATE of RSTP Exchange apportionment figure; and

WHEREAS: Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS: TCAG applies a population-based distribution formula using current Department of Finance (DOF) population estimates (January 2019) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions; and

WHEREAS: The ESTIMATE of RSTP Exchange Program fund apportionment amount available to claim in Fiscal Year 2018-2019 for the City of Porterville is \$670,040; and

WHEREAS: Payment of the ESTIMATE of RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23 of the United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is higher for Fiscal Year 2018-2019 than the ESTIMATE of RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor-Controller's Office to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is lower for Fiscal Year 2018-2019 than the ESTIMATE of RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor-Controller's Office to distribute the lower Fiscal Year 2018-2019 FINAL RSTP Exchange Program fund amount to member agencies; and

WHEREAS: The City of Porterville has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS: It is deemed in the best interest of the City of Porterville to authorize the Finance Director to sign the Fiscal Year 2018-2019 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby authorize and direct the Finance Director to sign and submit the above described Fiscal Year 2018-2019 RSTP Exchange Program fund claim on behalf of the City of Porterville in the amount of \$670,040.

PASSED, APPROVED AND ADOPTED this 2nd day of July, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2018-2019**

Claimant: City of Porterville

FY18/19 Claim Amount: \$670,040

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. (☒)
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. Henderson Avenue reconstruction (Second to Plano)	\$500,000	☐	X
2. Plano Street rehabilitation (Vandalia to SR190)	\$170,040	☐	X
3.	\$	☐	☐
4.	\$	☐	☐

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2018-2019**

Claimant: **City of Porterville**

FY 2018-2019 Claim Amount: **\$670,040**

It is understood by **City of Porterville**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Finance Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Title

Date

Executive Director, TCAG

Print Name



CITY COUNCIL AGENDA – JULY 2, 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 June 18, 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. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State 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. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019.

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

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

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir

RESOLUTION NO. 49-2015

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

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

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

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

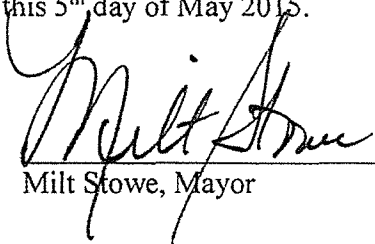
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

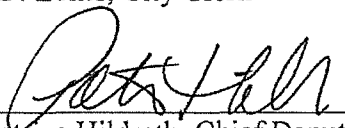
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. 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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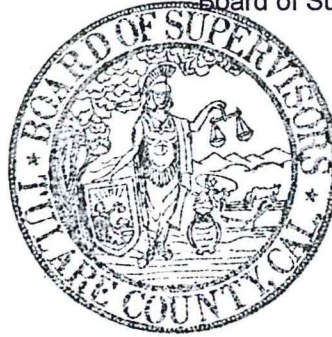
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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 Danusi A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. [Signature] for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

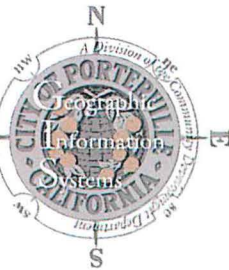
BY [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

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

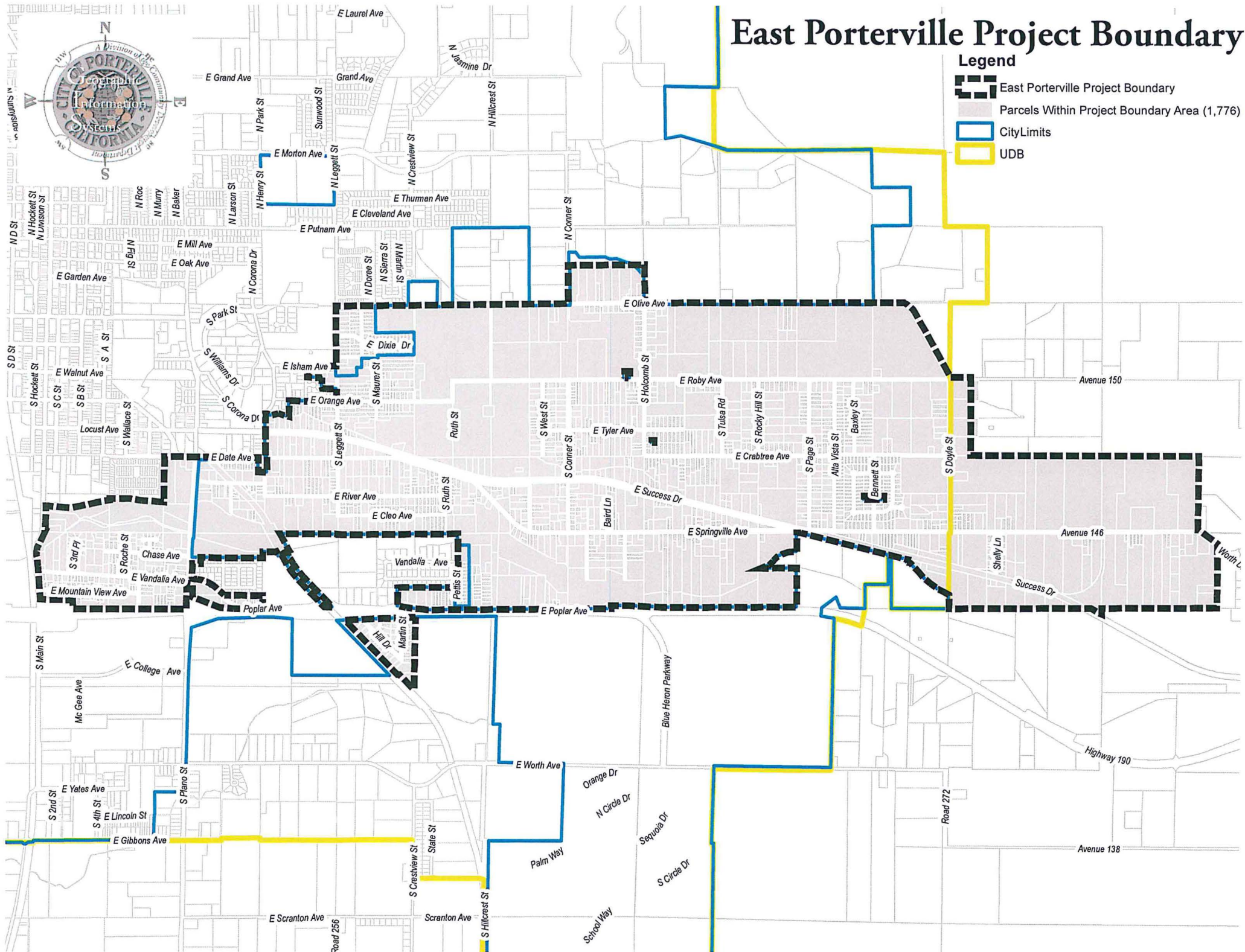


EXHIBIT 'B'

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:

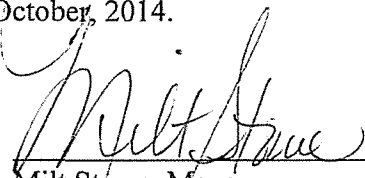
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

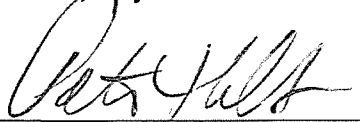
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

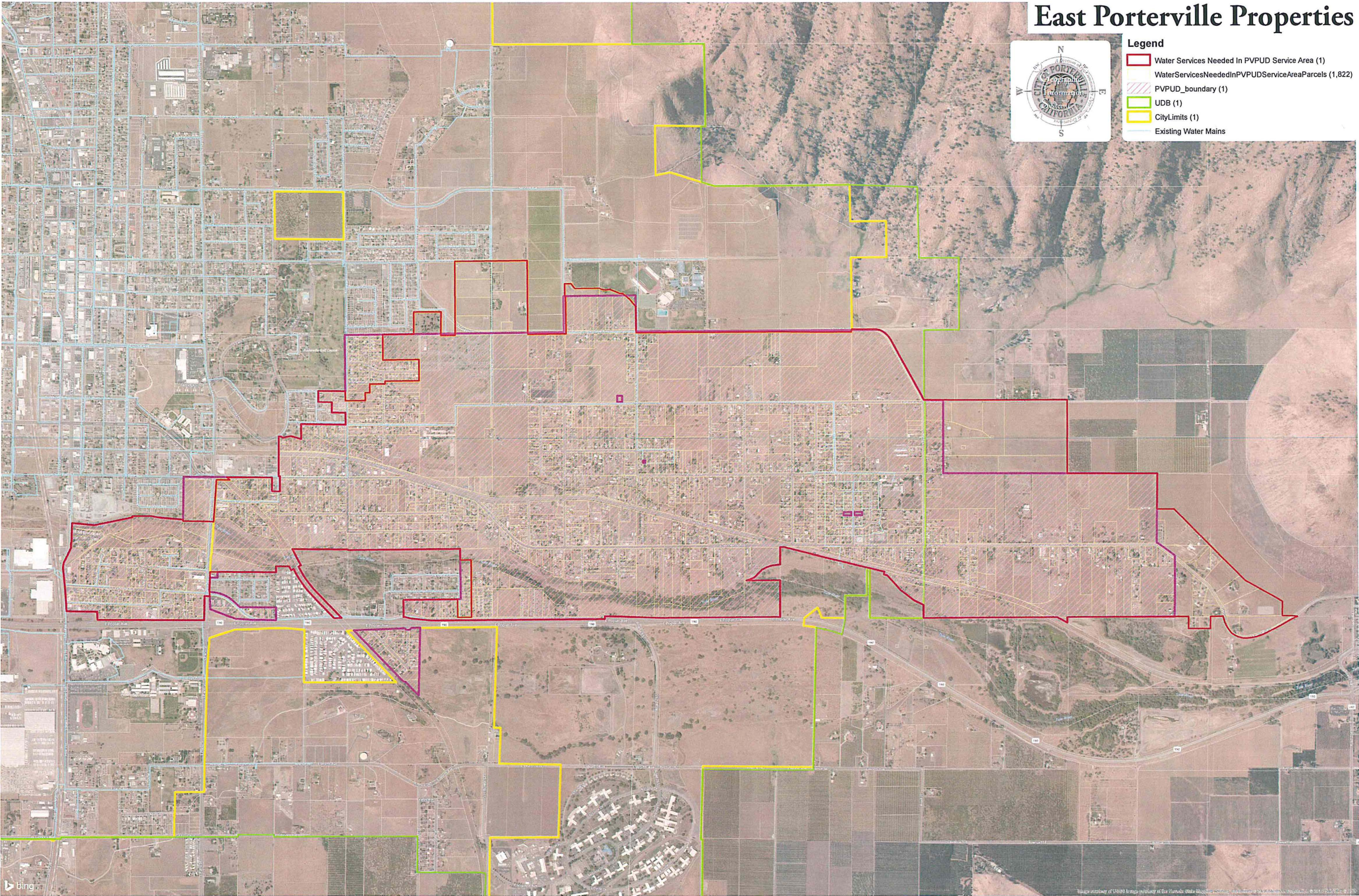
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

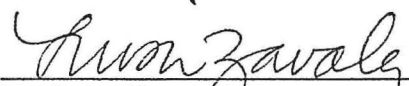

By: Luisa Zavala, Deputy City Clerk

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~~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 – JULY 2, 2019

SUBJECT: Public Health Goal Report

SOURCE: Public Works

COMMENT: SB 1307 added new provisions to the California Health and Safety Code specifying that larger water utilities (>10,000 service connections) prepare a special report if their water quality measurements have exceeded any Public Health Goals (PHGs). Established by the Cal-EPA's Office of Environmental Health Hazard Assessment (OEHHA), PHGs are non-enforceable standards, and no action to meet them is mandated. The law also requires that where OEHHA has not adopted a PHG for a constituent, the water suppliers are to use the maximum contaminant level goals (MCLGs) adopted by the United States Environmental Protection Agency (US EPA). A public hearing is required for the purpose of accepting and responding to public comment on the report.

The attached report is intended to provide information to the public in addition to the Consumer Confidence Report mailed to each customer in June. The City of Porterville's water system complies with all of the health-based drinking water standards and maximum contaminant levels (MCLs) required by the California Department of Health Services and the US EPA.

RECOMMENDATION: That City Council conduct a public hearing to solicit comments on the Public Health Goal Report.

ATTACHMENTS: 1. Public Health Goal Report-2019

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

CITY OF PORTERVILLE

PUBLIC HEALTH GOAL REPORT

The California Health and Safety Code Section 116470(b), (c) and (f) specifies that on July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections shall prepare a report intended to inform the public concerning any Public Health Goal (PHG) that is exceeded.

PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA) which is part of Cal-EPA and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the USEPA or the State Division of Drinking Water in setting drinking water standards (MCLs) are considered in setting PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

The following constituent was detected in the City of Porterville drinking water sources at levels above the PHG, or if no PHG, above the MCLG:

Tetrachloroethylene (PCE): The PHG for PCE is 0.06 ppb, with a MCL of 5 ppb. Detection levels in 6 wells range from 0 to 4.3 ppb. **These levels were below the MCL at all times.** The category of health risk associated with PCE is that people who drink water containing PCE **above** the MCL throughout their lifetime could experience liver problems and may have an increased risk of getting cancer. State Division of Drinking Water says that "Drinking water which meets the MCL is associated with little to none of this risk and should be considered safe with respect to PCE." The numerical health risk for a PHG of .06 ppb is 1 in 1,000,000. The numerical health risk for a MCL of 5 ppb is 8 in 100,000.

Definitions:

Public Health Goals (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U. S. Environmental Protection Agency.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically possible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Action Level: The concentration of which, if exceeded, triggers treatment or other requirements which a water system must follow.

ppb: Parts per billion



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Second Reading - Ordinance No. 1858 - Amending Series 500 of Chapter 21 of The Porterville Municipal Code

SOURCE: Administrative Services

COMMENT: Ordinance No. 1858, An Ordinance of the City Council of the City of Porterville amending series 500 of chapter 21 of the Porterville Municipal Code, was given first reading on June 18, 2019 and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1858, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1858

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

ORDINANCE NO. 1858

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 500 OF CHAPTER 21 OF THE PORTERVILLE MUNICIPAL CODE

WHEREAS: In 2005, in light of a series of development applications proposing development activity on the hillsides and slopes of northern and eastern Porterville, the City Council adopted Ordinances 1680, 1681, and 1692, which served as interim urgency Hillside Ordinances; and

WHEREAS: In 2008, the City Council adopted Ordinance 1747, adding a Hillside Development Ordinance to the Porterville Municipal Code. This ordinance was prepared with technical assistance from experts in the hillside engineering field, as well as significant public involvement; and

WHEREAS: In 2010, the City Council adopted Ordinance 1764, a comprehensive update to the Porterville Zoning Ordinance, which included within it Chapter 501, the Hillside Zone overlay district, which superseded Ordinance 1747; and

WHEREAS: Through subsequent development proposals and further evaluation of Chapter 501 of the Development Code, staff has found that certain phrasing in the updated hillside ordinance results in different applicability than what was originally approved through Ordinance 1747. This amendment intends to clarify the Council's original intent for applicability of the Hillside Overlay regulations on parcels 6% or greater in average slope, in light of language in the General Plan and in Section 501.06(a)(5) of Chapter 21 of the Municipal Code; and

WHEREAS: This modification of language does not have the capacity to lead to physical environmental effects, either directly or indirectly, and is therefore not subject to the California Environmental Quality Act; and

WHEREAS: This modification was noticed in a newspaper of general circulation ten days in advance of a public hearing. During the public hearing the City Council heard and considered all testimony received.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does ordain as follows:

Section 501.02 – Applicability, of Chapter 21 of the Porterville Municipal Code, is hereby repealed in full and replaced with the following language:

The HZ Overlay District shall be applied to all properties within the incorporated boundaries of the City of Porterville, as well as those properties within the City's official Sphere of Influence, as may be amended from time to time, that are designated Hillside Development Zone on the Porterville 2030 General Plan Land Use Diagram, and that have an average slope equal to or greater than six percent.

The regulations of this Ordinance and requirements or conditions imposed pursuant to this Ordinance shall not supersede any other regulations or requirements adopted or imposed by the Porterville City Council, the State of California, or any federal agency that has jurisdiction by law over uses and development authorized by this Ordinance, including the Urban Wildland Interface Code. Where conflict occurs between the provisions of the Ordinance and any other city ordinance, chapter, resolution, guideline, or regulation, the more restrictive provisions shall control, unless otherwise specified.

PASSED, APPROVED AND ADOPTED this 2nd day of July, 2019.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Adoption of Annual Appropriation Limit

SOURCE: Finance

COMMENT:

Article XIII-B of the California Constitution requires that each governmental agency must adopt an appropriation limit each fiscal year. This limit represents the maximum amount of tax revenue that can be appropriated during the fiscal year.

The State Department of Finance has provided the percentage change in population of the City of Porterville as well as the percentage change in per capita personal income for the 2019-2020 fiscal year calculation. Based on this information and the guidelines established by the State, the appropriation limit for the 2019-2020 fiscal year is \$74,449,319. With the proceeds of taxes estimated at \$30,000,326, for the adopted 2019-2020 fiscal year budget, the City continues to appropriate well below the maximum limit allowed by law.

RECOMMENDATION: That the City Council approve the attached resolution adopting the appropriation limit of \$74,449,319 for the 2019-2020 fiscal year.

ATTACHMENTS:

1. Draft Resolution
2. Calculation worksheet

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE SETTING THE APPROPRIATION LIMIT FOR THE
2019-2020 FISCAL YEAR

WHEREAS: Article XIII – B of the California Constitution requires that each governmental agency adopt an appropriation limit each fiscal year; and

WHEREAS: The State of California has presented the guidelines for the consumer price index, the per capita personal income and the population data for local governments to compute the appropriation limit.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the appropriation limit of \$74,449,319 for the 2019-2020 fiscal year as computed on the attached worksheet.

PASSED, APPROVED AND ADOPTED this 2nd day of July, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2019-2020**

PROCEEDS OF TAXES CALCULATION				APPROPRIATION LIMIT CALCULATION			
	[1] PROCEEDS OF TAXES	PROCEEDS OTHER THAN TAXES	TOTAL ESTIMATED REVENUES	YEAR	[2] CALIFORNIA PCPI CHANGE	[3] POPULATION CHANGE	LIMIT
PROPERTY TAXES	\$ 7,224,000		\$ 7,224,000	1986-1987	BASE YEAR		\$ 10,422,371
SALES & USE TAXES	16,821,763		16,821,763	1987-1988	3.47%	1.75%	10,972,748
UTILITY USERS TAX	4,350,000		4,350,000	1988-1989	4.66%	2.27%	11,744,767
TRANSIENT OCCUPANCY TAX	550,000		550,000	1989-1990	5.19%	8.28%	13,377,258
BUSINESS LICENSE	480,000		480,000	1990-1991	4.21%	7.03%	14,920,454
OTHER TAXES	305,000		305,000	1991-1992	4.14%	3.79%	16,127,057
SPECIAL BENEFIT ASSESSMENTS		\$ 296,540	296,540	1992-1993	-0.64%	4.51%	16,746,519
FRANCHISE FEES		1,631,134	1,631,134	1993-1994	2.72%	4.26%	17,934,831
PERMITS		492,500	492,500	1994-1995	0.71%	3.63%	18,717,825
REVENUE FROM STATE				1995-1996	4.72%	2.40%	20,071,738
MOTOR VEHICLE IN LIEU	29,000		29,000	1996-1997	4.67%	2.85%	21,607,847
HOMEOWNERS RELIEF	25,000		25,000	1997-1998	4.67%	2.71%	23,229,852
OTHER REV FR STATE		26,337,999	26,337,999	1998-1999	4.53%	2.05%	24,779,949
OTHER INTERGOVTAL REV		22,266,687	22,266,687	1999-2000	4.91%	1.61%	26,415,190
USE OF MONEY & PROPERTY				2000-2001	7.82%	1.33%	28,859,653
INTEREST	215,563	726,687	942,250	2001-2002	-1.27%	2.07%	29,082,943
RENT		566,996	566,996	2002-2003	2.31%	2.56%	30,516,481
FINES & FORFIETURES		152,000	152,000	2003-2004	3.28%	2.43%	32,283,295
CHARGES FOR SERVICES		47,614,592	47,614,592	2004-2005	5.26%	2.45%	34,813,941
OTHER REVENUES		1,049,112	1,049,112	2005-2006	3.96%	2.18%	36,981,571
				2006-2007	4.42%	14.26%	44,122,820
	<u>\$ 30,000,326</u>	<u>\$ 101,134,247</u>	<u>\$ 131,134,573</u>	2007-2008	4.29%	1.99%	46,931,401
				2008-2009	0.62%	1.79%	48,067,656
				2010-2011	-2.54%	1.98%	47,774,303
				2011-2012	2.51%	1.47%	49,693,348
				2012-2013	3.77%	1.28%	52,226,842
				2013-2014	5.12%	0.92%	55,405,944
				2014-2015	-0.23%	0.75%	55,693,099
				2015-2016	3.82%	0.75%	58,254,230
				2016-2017	5.37%	5.39%	64,690,998
				2017-2018	3.69%	1.13%	67,836,078
				2018-2019	3.67%	1.14%	71,127,375
				2019-2020	3.85%	0.79%	74,449,319
				PROCEEDS OF TAXES			<u>\$ 30,000,326</u>
				PROCEEDS OF TAXES UNDER APPROPRIATION LIMIT			<u>\$ 44,448,993</u>

[1] Per City of Porterville 2019-2020 Annual Budget adopted by City Council on June 18, 2019.

[2] Per State Department of Finance (per capita personal income).

[3] Per State Department of Finance (population growth of City or County, whichever is greater).

CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2019-2020

	GENERAL	MEAS H	MEAS I	SPECIAL GAS TAX	LTf	TRAFFIC SAFETY	ZALUD ESTATE	CDBG	TRANSIT	COPS	SEWER OPER	SOLID WASTE	AIRPORT	GOLF COURSE	WATER OPER	GEN GOV DEBT SERV
PROPERTY TAXES	7,220,000												4,000			
SALES & USE TAXES	6,322,477	3,844,047	6,655,239													
UTILITY USERS TAX	4,350,000															
TRANSIENT OCCUPANCY TAX	550,000															
BUSINESS LICENSE	480,000															
OTHER TAXES	305,000															
SPECIAL BENEFIT ASSESSMENTS											184,000					
FRANCHISE FEES	1,631,134															
PERMITS	492,500															
REVENUE FROM STATE																
VEHICLE LICENSE FEES IN EX	29,000															
HOMEOWNERS RELIEF	25,000															
OTHER REV FR STATE	167,567			3,232,937					2,517,356	150,000		20,000	10,000			
OTHER INTERGOVTAL REV				367,920	10,814,126			798,922	8,715,597							
USE OF MONEY & PROPERTY																
INTEREST	175,000	5,000	10,000	15,000	70,000	400	800	35,000		1,500	25,000	10,000	40,000		80,000	
RENT	268,000										112,596		171,400			
FINES & FORFIETURES	32,000					120,000										
CHARGES FOR SERVICES	6,040,072	5,000					6,500		601,000		6,716,000	5,907,500	1,251,000	167,000	12,099,100	600,000
OTHER REVENUES	230,200						500	500			105,000	95,000	400	1,500	290,000	
	28,317,950	3,854,047	6,665,239	3,615,857	10,884,126	120,400	7,800	834,422	11,833,953	151,500	7,142,596	6,032,500	1,476,800	168,500	12,469,100	600,000

	RISK MGMT	EQUIP MAINT	LMD	WATER REPLACE	SOLID WASTE	SEWER RES	TRANSPORT REVOLV IMPACT	PARK DEVEL	WWTP RESERVE	STORM DRAIN DEVELOP	BLDG CONSTR	GEN FUND EQUIP REPL	AIRPORT REPL AND DEVEL	GOLF COURSE REPL	EQUIP MAINT REPL	TOTAL ESTIMATED REVENUES
PROPERTY TAXES																7,224,000
SALES & USE TAXES																16,821,763
UTILITY USERS TAX																4,350,000
TRANSIENT OCCUPANCY TAX																550,000
BUSINESS LICENSE																480,000
OTHER TAXES																305,000
SPECIAL BENEFIT ASSESSMENTS			112,540													296,540
FRANCHISE FEES																1,631,134
PERMITS																492,500
REVENUE FROM STATE																
MOTOR VEHICLE IN LIEU																29,000
HOMEOWNERS RELIEF																25,000
OTHER REV FR STATE				20,101,709								100,000	38,430			26,337,999
OTHER INTERGOVTAL REV					801,522								768,600			22,266,687
USE OF MONEY & PROPERTY																
INTEREST	12,000	7,000		100,000	50,000	70,000	10,000	50	80,000	25,000	5,000	100,000	6,000	1,500	8,000	942,250
RENT		15,000														566,996
FINES & FORFIETURES																152,000
CHARGES FOR SERVICES	6,808,552	3,586,000		680,890	923,834	222,084	200,000	50,000	378,792	100,000		1,000,000	84,186	50,000	137,082	47,614,592
OTHER REVENUES	850			155,162		45,000			125,000							1,049,112
	6,821,402	3,608,000	112,540	21,037,761	1,775,356	337,084	210,000	50,050	583,792	125,000	5,000	1,200,000	897,216	51,500	145,082	131,134,573

* Source:

City of Porterville 2019-2020 Annual Budget adopted by City Council on June 18, 2019.



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Intent to Schedule a Public Hearing for Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: On November 6, 2018, the City Council adopted the Short Range Transit Plan (SRTP) prepared by Tulare County Association of Governments (TCAG). The SRTP detailed several recommendations for improvements to the City's Transit System including fixed route and paratransit services over the next five years. The five-year service plan proposes significant network restructuring intended to make Porterville Transit simpler to understand and easier to use, with fewer routes covering generally longer alignments that offer more one-seat ride opportunities between origins and destinations across the service area.

Transit staff has analyzed the SRTP recommendations to develop strategies to systematically bring service changes to Council. The magnitude of the transit service modifications that staff anticipates bringing to Council over the next year requires a comprehensive look at segments of the service and a phased approach to adequately address work that goes into making these modifications including: route testing, bus stop relocation, new bus stop signage and schedules, feedback from operations staff, and conducting public outreach.

Phase 1 - Proposed transit service hour reduction will address Transit Development Act (TDA) farebox recovery requirements and low-productivity night service.

Phase 2 - Proposed Mobility on Demand Services will provide flexible and convenient transportation options, match demand and supply, extend efficiency, accessibility, mobility, and service area.

Phase 3 - Proposed Replacement of low-productivity route segments with Mobility on Demand services.

Phase 4 - Proposed fare adjustments to sustain public transit services to the community.

Phase 5 - Proposed system-wide service frequency increase to 30 minutes.

Phase 6 - Proposed service expansion.

It is staff's recommendation to hold a public hearing to seek comments from the public regarding the proposed Phase 1 of transit service modifications that will

impact both the fixed route and paratransit services. Staff recommends the following service changes:

<u>Service</u>	<u>Current Schedule</u>	<u>New Schedule</u>	<u>Effective</u>
Weekday	6:00 am - 11:00 pm	6:00 am - 8:00 pm	August 1, 2019
Saturday	8:00 am - 11:00 pm	8:00 am - 8:00 pm	August 1, 2019
Sunday	8:00 am - 6:00 pm	8:00 am - 6:00 pm	No Changes

Fixed Route

The fixed route key performance indicator for service effectiveness is measured by the average number of passengers per revenue hour. The standard for Fixed Route Service Effectiveness is 15 passengers per hour. The SRTP reported that the current average passenger per hour for fixed route service is 13 and reduces to 7 passengers after 7:00 pm. Staff has estimated that the proposed service changes to fixed route will reduce approximately 7,500 annual service hours, saving an estimated \$200,000 in operating and maintenance costs.

Paratransit (Dial-A-COLT)

The paratransit key performance indicator for service effectiveness is also measured by the average number of passengers per revenue hours. The standard for Paratransit Service Effectiveness is 3 passengers per hour. The SRTP reported that the current average passenger per hour for paratransit service is 4.2 and reduces to 2 passengers after 7:00 pm. Staff has estimated that the proposed service changes to paratransit will reduce approximately 950 annual service hours, saving an estimated \$19,000 in operating and maintenance costs.

RECOMMENDATION: That the city Council:

1. Schedule a Public Hearing for July 16, 2019, to allow for public comments and to consider phase 1 transit service modifications; and
2. Direct the City Clerk to notice the Public Hearing.

ATTACHMENTS: 1. Public Notice For Phase 1 - Transit Service Modifications

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of Porterville will hold a public hearing to seek comments from the public regarding the proposed Phase 1 – Transit Service Modifications that will impact both the fixed route and paratransit services. The transit system operated as Porterville Transit proposes the following service changes:

Porterville Transit Proposed Phase 1 – Transit Service Modifications Effective August 1, 2019			
Service Day	Current Schedule	New Schedule	Effective
Weekday	6:00 am – 11:00 pm	6:00 am – 8:00 pm	August 1, 2019
Saturday	8:00 am – 11:00 pm	8:00 am – 8:00 pm	August 1, 2019
Sunday	8:00 am – 6:00 pm	8:00 am – 6:00 pm	No Changes

A public hearing will be held on **Tuesday, July 16, 2019, at 6:30 p.m.**, in the City Council Chambers located at 291 North Main Street, Porterville, California. The public hearing is being held in compliance with the Federal regulations governing the Federal Transit Administration’s Section 5307 program.

For special accommodations or translation services, citizens may call (559) 782-7448 at least 48 hours in advance of the public hearing. The City of Porterville assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Porterville Art Festival

SOURCE: Community Development

COMMENT: The Arts Commission was established with the adoption of Ordinance 1776 in October 2010. The primary duties are identified as making recommendations to the City Council regarding development and promotion of practices and policies pertaining to the arts and fostering the development and enjoyment of visual, cultural, performing, and other arts in the City of Porterville.

In 2016, the Arts Commission completed the Patriotic Pride Art Contest, resulting in the fire hydrants on Main Street from Morton Avenue to Olive Avenue being painted in a Patriotic Americana theme. In 2018 and 2019, the Arts Commission successfully hosted a chalk art community contest and events at the Iris Festival.

City Council directed staff to engage the Arts Commission in the planning of an Art Festival. The Arts Commission came to a consensus, recommending that the Art Festival be held September 28, 2019, in Centennial Park and on Main Street between Thurman Avenue and Cleveland Avenue.

City Staff has been in contact with the Porterville Chamber of Commerce regarding the planning of the Art Festival. The Chamber of Commerce has agreed to partner with the Arts Commission to assist in hosting the Art Festival, if approved. The Chamber of Commerce has proposed to utilize their expertise in putting on festivals by managing the registration process for artists and vendors, including obtaining business licenses and health permits when applicable. They have also proposed to manage the volunteer registration and day of operations of the event, if approved. As part of the partnership, the Chamber of Commerce is proposing to collect the registration fees to assist in covering the costs of managing the marketing, registration process, managing the festival's operations and partnering in the recruitment of artists for the event. The proposed City and Arts Commission partnership would include marketing of the event, recruitment of artists, rental of portable restrooms, hand washing stations, materials for a community art activity, and miscellaneous items required for the success of the proposed Art Festival with an estimated cost not to exceed \$1,000. Staff is proposing the funds be provided by the Council's community promotions budget.

RECOMMENDATION: That the City Council direct the Arts Commission to proceed

with the Art Festival to be held on September 28, 2019, partner with the Chamber of Commerce to assist in managing the Art Festival, and allocate up to \$1,000 towards the cost of the event.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Consideration of Appointment to City Council and Determination of Effective Date

SOURCE: City Manager's Office

COMMENT: On May 7, 2019, the City Council received the resignation of Vice Mayor Ward with an effective date of July 17, 2019. Pursuant to Council direction, staff solicited applications from interested registered voters residing within District 5, and received three Requests for Appointment from the following eligible individuals:

Mrs. Virginia Gurrola
Mr. Gerald (Jerry) Hall; and
Mr. Joshua Sulier

A public hearing was held on June 18th to receive public commentary on the process and applicants, and on June 25th, an Adjourned City Council Meeting was held to conduct applicant interviews. Pursuant to Council direction, no further interviews are necessary and appointment is now in order.

The Council has options with regard to the appointment process, which could be conducted by nominations, then voting, in order of nomination made. The voting would continue until one applicant received at least three affirmative votes. Another option available to the Council is to utilize the "McCracken" method which consists of casting one affirmative vote for the applicant of choice on ballots which are then read aloud. The first applicant receiving three affirmative votes would then be appointed.

In addition to the appointment, the Council additionally needs to determine the effective date of the appointment. Section 16 of the City Charter provides that in the event the vacancy is not filled within 30 days of the vacancy, the seat shall be filled by the Mayor. Given the effective date of Vice Mayor Ward's resignation is July 17th, the Council would have until August 16th by which to fill the vacancy, or the Mayor would have the authority to do so.

Again, the Council has options as to the seating of its new member. A special meeting could be scheduled sometime after July 17th and before August 16th; the swearing in could take place during the adjourned meeting scheduled for July 30th, or it could take place at the regular meeting of August 6th.

RECOMMENDATION: That the City Council appoint one individual to serve the unexpired term of Vice Mayor Ward's City Council seat; and provide direction as to the new member's effective date.

ATTACHMENTS:

1. City Charter
2. RFA_Gurrola_Redacted
3. RFA_Hall_Redacted
4. RFA_Sulier_Redacted

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Administrative Services Dir

PORTERVILLE, CALIFORNIA

CITY CHARTER

Sec. 1. Name Of City; Perpetual Succession.

The municipal corporation now existing and known as the "City Of Porterville" shall remain and continue a body politic and corporate, as at present, in fact and in law, by the name of the "City Of Porterville," and by such name shall have perpetual succession.

Sec. 1.1. City Motto.

"In God We Trust" shall be designated as the official motto of the city of Porterville. (6-24-2008)

Sec. 2. Boundaries.

The boundaries of the city of Porterville shall continue as now established until changed in some manner authorized by law.

Sec. 3. Rights And Liabilities Of Cities; Prior Contracts, Liabilities, Etc., Continued In Effect.

The city of Porterville shall remain vested with and continue to have, hold, and enjoy, all property, rights of property, and rights of action of every nature and description, now pertaining to said municipality, and is hereby declared to be the successor of the same. No right, liability, pending suit or prosecution on behalf of, or against, the city shall be affected by the adoption of this charter. All contracts entered into by the city prior to the taking effect of this charter shall continue in full force and effect.

Sec. 4. General Powers Of City; Official Seal.

The city of Porterville, by and through its council and other officials, shall have and may exercise all powers necessary or appropriate to a municipal corporation and the general welfare of its inhabitants, which are not prohibited by the constitution, and which it would be competent for this charter to set forth particularly or specifically; and the specifications herein of any particular powers shall not be held to be exclusive or any limitation upon this general grant of power. General powers of the city include, but are not limited to, the powers necessary or appropriate to promote the health, welfare and education of its inhabitants. The city shall have and use a common seal and the official seal hereinbefore adopted and now in use by said city shall continue to be the official seal of said city. (3-4-2003)

Sec. 4.1. Intergovernmental Powers.

The city may exercise and perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by agreement or otherwise, with any one or more states or any agency of California, or any governmental jurisdiction or nonprofit corporation thereof, or the United States or any of its agencies or instrumentalities. (3-4-2003)

Sec. 4.2. Liberal Interpretation.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way any of the powers granted by this charter. (3-4-2003)

Sec. 5. When Elections To Be Held; Special Elections; Procedure For Elections For Local Improvements Or Levies Of Assessment Or Bonded Indebtedness.

General municipal elections shall be held in said city at the same time as the general election for federal offices in the state of California under and pursuant to the general laws of the state of California governing elections in charter cities, so far as the same may be applicable, and except as herein otherwise provided. All other municipal elections that may be held by authority of this charter or of general law shall be known as special municipal elections, and shall be held, substantially as in this charter provided for general municipal elections; providing, however, that special elections to authorize any municipal or local public improvement, or the levy of assessment therefor, or to create a municipal bonded indebtedness, shall be held in conformity with any general law of the state relative thereto under which any such proceeding is instituted by the council, in case such general law provides for the procedure and manner of holding elections thereunder. (4-6-1971; 4-5-1977; 3-4-2003; 7-1-2014)

Sec. 6. Initiative, Referendum And Recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state. Any elective officer may be recalled from office under and pursuant to the provisions of the constitution and general laws, provided that a special election shall be held at the same time as the recall election, in accordance with the constitution and general laws of the state, for the purpose of electing officers to fill the place or places of the officers sought to be recalled. (4-6-1971; 3-4-2003)

Sec. 7. Elective Officers To Be Residents.

In order to be eligible to hold any elective office in the city of Porterville, a person must be a resident and elector therein, and shall have resided in said city for at least thirty days next preceding the filing of their nominating papers, or equivalent declaration or candidacy, and be an elector at the time of said filing. (4-6-1971; 4-5-1977; 3-4-2003)

Sec. 8. Elective Officers.

The elective officers of the city of Porterville shall be five councilmen, who shall be elected from the city at large at a general municipal election therein.

Sec. 9. Legislative Body; Composition; Election; Term; Compensation; Ineligibility For Other City Office; President Of Council; Vice-President; Installation Of Newly Elected Officers; Powers To Be Exercised By Council.

The legislative body of the city shall consist of five persons elected at large, which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held in the said city at the same time as the general election for federal offices for the state of California. They shall hold office for the period of four (4) years from and after the Monday next succeeding the day of their election and until their successors are elected, and qualified; provided the respective terms of any council member presently serving or elected at the time of the adoption of this amendment shall be extended one additional year to the even-numbered year following the expiration of their respective terms. (3-4-2003; 7-1-2014)

The members of the council shall each receive the sum of twenty dollars (\$20.00) for each council meeting actually attended; the mayor shall receive the sum of twenty-five dollars (\$25.00) for each meeting of the council actually attended, provided, however, that the members of the council shall not receive compensation for more than seven meetings in any one calendar month. In addition, the council shall be reimbursed for necessary expenses incurred for authorized city business. (4-6-1971)

The members of the council shall not be eligible to any other office or employment with the city.

The council shall reorganize at its next meeting following each municipal election and shall choose one of their number to serve as president of the council to be known as mayor. At this time the council shall also choose one of their number to serve as vice-president, and he/she shall act as mayor pro tempore in case of the absence, sickness or other disability of the mayor. The mayor and mayor pro tempore shall serve a two year term, but either may be removed at any time by a majority vote of the council. If the council removes the mayor prior to the expiration of his/her term pursuant to this provision, the council shall choose one of their number to serve as mayor until the next organizational meeting. (3-4-2003)

The council shall meet at its usual meeting place on the first Monday after any municipal election, duly canvass the returns and declare the result thereof, and install the newly elected officers, if any.

All powers granted to and vested in the city of Porterville by law or by the provisions of this charter, shall, except as herein otherwise provided, be exercised by the council to be designated the "Council Of The City Of Porterville." The council shall be the governing body of the city and subject to the express limitations of this charter shall be vested with all the powers necessary or convenient for a complete and adequate system of municipal government, consistent with the constitution of the state. (4-6-1937)

Amendment note - The third paragraph of § 9 was amended April 6, 1971. Formerly said section allowed each council member the sum of \$5.00 for each meeting actually attended, for not more than two meetings in any one month.

Sec. 9.1. Public Participation.

The council shall continue to encourage the organization of and communication with representative neighborhood groups throughout the city to encourage citizen participation, to seek advice and input and to provide information to the public relative to city matters and affairs. (3-4-2003)

Sec. 10. Time And Place Of Council Meetings; Meetings To Be Open To Public; Council To Adopt Rules For Conduct Of Its Own Proceedings.

The council shall provide by ordinance for the time and place of holding its meetings. Special

meetings shall be called in accordance with the provisions of general law. There shall be at least one (1) regular meeting in each month. Any regular meeting may be adjourned to a date and hour certain, and such adjourned meeting shall be a regular meeting for all purposes. (4-6-1971)

Except for special meetings with the legislative bodies of other political subdivisions, or informational meetings held within a community in accordance with the Brown act where no action is to be taken, all meetings of the council shall be held at or on publicly-owned facilities, unless by reason of fire, flood, or other disaster, or lack of seating capacity, the public-owned facilities cannot be used for that purpose, and all meetings shall be open to the public. The council shall adopt rules for conducting its proceedings and may punish its members or other persons present at any meeting for disorderly conduct. (4-2-1963; 3-4-2003; 7-1-2014)

Amendment note - The first paragraph of § 10 was amended April 6, 1971, by changing the manner of calling special meetings. Formerly the council provided by ordinance "the manner in which its special meetings may be called." The second paragraph of § 10 was amended March 4, 2003 to allow meeting outside city hall.

Sec. 11. Quorum; Compelling Attendance At Meetings.

A majority of the council shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and postpone the consideration of or action upon, pending business in like manner. Attendance at meetings of absent members of the council may be compelled in such manner and under such penalties as may be prescribed by ordinance.

Sec. 12. How Council Acts On Legislative Matters; Resolutions; Records Of Votes; Requirement That All Members Vote; How Ordinances Headed; Ordaining Clause; Ordaining Clause Of Ordinances Passed By Initiative; When Ordinances To Be Passed; Publication; Effective Date Of Ordinances; Certain Matters Required To Be Passed By Ordinance; Repeal Of Ordinances; Revision Of Ordinances; Ordinances To Be Signed By Mayor And Attested By Clerk.

The council shall act in legislative matters by ordinance or resolution only. Other action of the council, unless herein otherwise provided, may be taken by resolution, motion, or order.

The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the record of the proceedings of the council. Upon the request of any member of the council, the ayes and noes shall be taken and recorded upon any vote. All members present at any meeting must vote; provided that no such member of the council shall cast a vote when to do so would be contrary to the applicable provisions of state law, including the laws pertaining to conflict of interest. (3-4-2003)

No ordinance or resolution shall be passed without receiving the affirmative votes of at least three members of the council.

Each ordinance shall be headed by a brief title which shall indicate the purport thereof.

The ordaining clause of all ordinances adopted by the council shall be, "The Council of the City of Porterville do ordain as follows:"

The ordaining clause of all ordinances passed by the vote of the electors of the city, through the

exercise of the initiative shall be, "The People of the City of Porterville do ordain as follows:"

No ordinance shall be passed by the council at any time other than at a regular meeting, and until its publication, in a manner and for a time period as determined and set forth by ordinance. (7-1-2014)

Except an ordinance calling or otherwise relating to an election, no ordinance passed by the council of the city of Porterville, except when otherwise specially required by the laws of the state, and except an ordinance for the immediate preservation of the public peace, health or safety, which contains a declaration of, and the facts constituting its urgency and is passed by a four-fifths ($\frac{4}{5}$) vote of the council, and no ordinance granting a franchise, shall go into effect before thirty (30) days from its final passage.

Except as otherwise provided by general law, or this charter, no action providing for the granting of any franchise, or for the establishing or changing fire zones, or for the imposing of any penalty, shall be taken except by ordinance. (3-8-1983)

No ordinance, or portion thereof, shall be repealed except by ordinance. No ordinance shall be revised, reenacted or amended by reference to its title only; but the ordinance to be revised or reenacted, or the section or sections thereof to be amended, or the new section or sections to be added thereto shall be set forth and adopted according to the method provided in this section for the enactment of ordinances, and such revision, re-enactment, amendment, or addition, shall be made by ordinance only.

All ordinances shall be signed by the mayor and attested by the city clerk.

Sec. 13. Legislative Officers; Administrative Officers; Other Officers And Commissions; Consolidation Of Offices.

The legislative officers of the city of Porterville shall consist of five (5) members of the council, one of whom shall act as mayor. In addition, there shall be the following administrative officers who shall be appointed by the council: a city manager, a city attorney and a city clerk.

The council may, by ordinance provide for such other officers as deemed necessary and the council may further establish by ordinance commissions deemed by it to be necessary or proper to aid in the orderly administration of the city of Porterville.

All members of commissions and legislative committees shall be appointed by the council. The council may appoint members to other boards or committees. Administrative officers may appoint members to temporary administrative committees. (3-4-2003)

The council may, at any time, when in its judgment, the interest of the city so demands, by a four-fifths ($\frac{4}{5}$) vote thereof, consolidate by ordinance two or more city administrative offices and place the same in charge of one such officer. (4-2-1963; 4-6-1971; 3-8-1983)

Sec. 14. Official Bonds; Where Filed.

When in this charter not otherwise prescribed, the council shall determine which officers shall give bonds for the faithful performance of their official duties, and shall fix the amount of said bonds. Such officers before entering upon their official duties, shall execute a bond to the city in the penal sum

required, which bond shall include any other office of which they may be ex-officio incumbent. Said bonds shall be approved by the council, filed with the city clerk, and paid for by the city; provided, however, that the bond of the city clerk when approved as aforesaid shall be filed with the city treasurer. Nothing in this section shall prevent the authorization or furnishing of a blanket bond to assure the honesty or faithful performance of any of its officers or employees. (3-4-2003)

Sec. 15. Oath Of Office.

Every officer and employee of the city, before entering upon the duties of his/her office shall take and subscribe the oath of offices as provided for in the constitution of the state, and shall file the same forthwith with the city clerk. (4-6-1971; 3-4-2003)

Sec. 16. Vacancies In Office; When Offices Declared Vacant.

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by appointment by the council, such appointee to hold office until the next general municipal election, when a successor shall be chosen by the electors for the unexpired term; provided, that if the council fails to agree or for any other reason does not fill such vacancy within thirty days after the same occurs, then such vacancy shall be filled by the mayor; provided, however, that if for any reason the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections. (3-4-2003)

If, without permission from the city council, any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than forty-five (45) days consecutively, or shall fail to attend five (5) consecutive regular city council meetings unless prevented from attending by sickness (but in no case for a period exceeding ninety (90) days), his/her officer shall thereupon become vacant. If for said forty-five (45) day period any legislative officer shall willfully fail or refuse to perform the duties of his office, though able to do so, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant. (3-4-2003; 7-1-2014)

Sec. 17. Appointment And Removal Of Officers And Employees; Grounds Of Removal; Hearing Prior To Removal.

Except as may be otherwise in this charter provided, the affirmative vote of three (3) members of the council shall be required for the appointment of or the removal of any administrative officer for cause. "For cause" includes, but is not limited to, refusal to perform the duties of his/her office, being adjudged mentally incompetent, or being convicted of a felony or crime of moral turpitude. The administrative officer is entitled to a hearing before the council on the validity of the grounds providing the basis for removal for cause. (3-8-1983; 3-4-2003)

The council may remove any of its administrative officers at its pleasure, without cause stated or at hearing had, by the affirmative vote of four members cast in favor of such removal, and the determination of the council in such matters shall be final and conclusive. (3-8-1983)

Editor's note - Prior to its complete restatement by an amendment adopted March 8, 1983, § 17 had been amended February 5, 1935, and April 6, 1971.

Sec. 17-A. Retirement Age For City Employees.

Repealed March 8, 1983.

Sec. 17A. Retirement Age For City Employees Effective April 2, 1975.

Repealed March 8, 1983.

Sec. 18. Compensation Of Appointive Officers And Employees; Limitation As To Least Amount Of Compensation; Fees Abolished.

The council shall fix the compensation of all appointees and employees except officials and members of boards, commissions and committees serving gratuitously. Said compensation shall be fixed, increased or changed by resolution, adopted by a three-fifths ($\frac{3}{5}$) vote of the council. (4-6-1971; 3-4-2003)

The duties or the minimum compensation of any appointive official shall not be so established by the council as to in effect abolish the office.

The salary of any appointive official or employee of the city shall cease forthwith with his/her removal or resignation from office or employment, provided, however, that the city manager may be entitled, if authorized by the city council, to severance pay in an amount not to exceed the equivalent of 12 months' salary, subject to any other restrictions set forth by state law. (3-4-2003; 7-1-2014)

No officer or employee shall be allowed any fee, perquisite, emolument, or stipend, in addition to, or save as embraced in the salary or compensation fixed for such office by the council, if a council appointee, or the manager if a manager appointee, and all fees received by such officers or employees in connection with his/her official duties shall be paid by him/her into the city treasury, and a written report made of same, provided, however, that rewards which have been publicly offered for the apprehension of criminals may be received by the officer or officers making the apprehension, after deducting therefrom any expense that the city may have sustained in the matter. (2-5-1935; 4-6-1971; 3-4-2003)

Amendment note - The first and fifth (now fourth) paragraphs of § 18 were amended April 6, 1971. Formerly compensation was fixed, increased or changed by ordinance. The former second paragraph of § 18, which authorized the city manager to fix the compensation of his appointees, was repealed.

Sec. 19. Duties Of The Mayor Generally.

The mayor shall be the executive head of the city. In case of riot, insurrection, extraordinary emergency, or other disaster, he/she shall be responsible for making a public declaration of a state of emergency and shall assume all other responsibilities required of him/her pursuant to the city's disaster plan. (3-4-2003)

In the name and on behalf of the city, he/she shall sign all contracts, deeds, bonds and other legal instruments in which the city is a party. (3-4-2003)

He/she shall represent the city at all ceremonial functions of a social or patriotic character when it is

desirable or appropriate to have the city represented officially thereat. (2-5-1935; 3-4-2003)

In the absence of the mayor, for whatever reason, the vice president of the council shall assume the duties as mayor pro tempore. (3-4-2003)

Sec. 20. City Attorney; Qualification; Duties; Assistant Attorney.

The city attorney shall be an attorney-at-law, admitted to practice as such before the supreme court of the state, and who has been in actual practice therein for at least three years next preceding his/her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable. The city attorney shall be legal advisor of the council, and all other city officials. He/she shall prosecute all violations of city ordinances and shall draft all contracts and other legal documents and instruments, required by the council or the city manager. He/she shall perform such other legal services as the council may direct and shall attend all meetings of the council unless excused therefrom by three members thereof or by the mayor.

When from any cause the city attorney is unable to perform the duties of his/her office, he/she may, with the consent of the council, appoint some other qualified attorney to temporarily act in his/her place and whenever in the judgment of the council, the interests of the city require it, it may employ assistant counsel.

The city attorney shall deliver all books, records, papers, documents and personal property of every description, owned by the city, to his/her successor in office, and the city shall provide a means of safe-guarding the same.

He/she shall possess such other powers, and perform such additional duties, not in conflict with this charter as may be prescribed by ordinance. (3-4-2003)

Sec. 21. City Manager; To Become Resident; Powers And Duties; Bond.

The city manager shall be the administrative head of the city government. The city manager shall establish residency in the city of Porterville within a reasonable period of time within the discretion of the council. His/her powers and duties shall be as follows:

- (a) To see that all ordinances are enforced.
- (b) To appoint except as otherwise provided in this charter, all heads of departments, subordinate officials and employees, and remove the same, except as otherwise herein provided, and have general supervision and control over the same.
- (c) Repealed. (4-6-1971)
- (d) To see that all the provisions of all franchises, permits, and privileges granted by the city are fully observed, and report to the council any violation thereof.
- (e) To act, as purchasing agent for the city, should he/she be so appointed by the council.
- (f) To attend all meetings of the council unless excused therefrom by the council or mayor.

(g) To examine or cause to be examined, without notice, the conduct of any officer or employee of the city.

(h) To keep the council advised as to the needs of the city.

(i) To devote his/her entire time to the interests of the city.

(j), (k) Repealed. (4-6-1971)

(l) Repealed. (3-4-2003)

(m) To possess such other powers and perform such additional duties as are prescribed by this charter, or may be prescribed by ordinance. (2-5-1935)

(n) Repealed. (4-6-1971)

Sec. 22. City Manager Pro Tem.

In case of an illness, scheduled vacation or scheduled absence from the city of the city manager, for a period of up to thirty (30) days, the individual designated as the deputy city manager shall serve as city manager pro tem. In the event that a deputy city manager has not been designated or the deputy city manager is otherwise unable to serve, the city manager shall appoint one of the existing directors of the city departments to serve as city manager pro tem. (3-4-2003)

In the case of any other absence, excluding a vacancy of the city manager position, from the city of the city manager, or his/her temporary disability to act as such, the council shall appoint a city manager pro tem, who shall possess the powers and discharge the duties of the city manager during such absence or disability only; provided, however, that a city manager pro tem shall have no authority to appoint or remove any city department director except with the unanimous formal approval of all of the members of the council. In the event that the city manager position is vacant, the council shall appoint a city manager or acting/interim city manager in accordance with sections 13 and 17 of this charter. (3-4-2003)

Sec. 23. City Clerk; To Be Clerk Of The Council When So Appointed; Duties; To Keep Corporate Seal.

The city clerk shall be clerk of the council when so appointed by the council. (3-4-2003)

It shall be the duty of the city clerk to attend all sessions of the council and keep a full and correct record of the proceedings of each of said bodies. The proceedings of the council shall be kept in a book marked "Minutes of the Council." He/she shall keep a book marked "Ordinances" into which he/she shall copy all city ordinances certifying that each such copy is a full and correct copy of the original ordinance, and stating that the same has been published as required by law. Said record copy, so certified, shall be prima facie evidence of the contents of the ordinance, and of its passage and publication and shall be admissible as such evidence in any court or proceedings. Such record shall not be filed but shall be returned to the custody of the city clerk. He/she shall also keep a book marked "Resolutions," into which he/she shall copy all resolutions passed by the council. Both the books containing ordinances and resolutions, shall be adequately and comprehensively indexed.

He/she shall conduct promptly, and keep a systematic record of all correspondence between the council and third parties relating to city business.

He/she shall be the keeper of the corporate seal of the city, and shall affix the same to instruments or writings requiring authentication. He/she shall safely keep all records, documents, ordinances, resolutions, books and such other papers and matters, as may be regularly delivered into his/her custody or required by law or ordinance to be filed with him/her. (4-2-1963; 4-6-1971; 3-4-2003)

Amendment note _ The first paragraph of § 23 was amended April 6, 1971 by the addition of the words "when so appointed by the council." The former fourth paragraph of § 23 relating to the clerk's duties as assessor, was repealed April 6, 1971.

Sec. 24. Director Of Finance; Payment Of Demands; To Check Annual Tax Roll.

The city manager shall appoint the director of finance of the city, who shall serve as the general accountant of the city. He/she shall receive and preserve in his office all accounts, books, vouchers, documents and papers relating to the accounts of the city, its debts, revenues and other financial affairs. He/she shall keep an account of all moneys paid into and out of the treasury; and keep informed as to the exact condition of the treasury at all times. (4-6-1971)

Every demand upon the treasury, before its approval by the council, must be presented to the director of finance, who shall satisfy himself/herself whether the money is legally due, and its payment authorized by law. If satisfactory, he/she shall draw a warrant upon the treasury for the payment thereof. Every demand approved by the director of finance shall specify on its face the several items composing it, with the amounts and dates thereof. The approval of the council shall not be necessary to draw warrants for the payment of regular salaries of officials and employees of the city, or for payment of any obligation previously authorized by law, or by resolution or order of the council. (4-6-1971)

He/she shall render each month a statement to the council showing the financial condition of the city, and annually a like statement covering all of the financial transactions of the city during the year previous.

After the annual tax roll has been completed, and before it is deposited with the collector, the director of finance shall make a check of the roll correcting any errors that may be found and endorse same with his/her approval. (4-6-1971; 3-4-2003)

Amendment note _ The first, second and fourth paragraphs of § 24 were amended April 6, 1971. Formerly the auditor was the general accountant of the city who performed the duties set out in the section.

Sec. 25. City Treasurer; Appointment; Duties; Bond.

Repealed April 6, 1971.

Sec. 26. Repealed April 2, 1963.

Sec. 27. Chief Of Police; Duties; Appointment And Removal Of Subordinates; To Make Rules And Regulations.

Repealed April 6, 1971.

Sec. 28. Fire Chief; Appointment; Duties And Powers.

Repealed April 6, 1971.

Sec. 29. Collector; Duties.

Repealed April 6, 1971.

Sec. 30. City Engineer; Powers And Duties.

Repealed April 6, 1971.

Sec. 31. Office Of Purchasing Agent Authorized; Duties Of Heads Of Offices To Submit Estimates To Agent; Duties Generally; Competitive Bidding; Preference To Local Merchants.

Repealed April 6, 1971.

Sec. 32. Street Superintendent.

Repealed April 6, 1971.

Sec. 33. Qualifications Of Health Officer; Duties.

Repealed April 6, 1971.

Sec. 34. Vacations.

Repealed April 6, 1971.

Sec. 35. Additional Duties Of Officers.

Besides the duties herein specified, all officers and boards shall perform such other appropriate duties as may be prescribed by ordinance or the general laws.

Sec. 36. Officers And Employees To Continue In Office Until Successor Elected Or Qualified.

Until the election or appointment and induction into office of the officers and employees in this charter provided for, the present officers and employees shall without interruption, continue to perform the duties of their respective offices and employments for the compensation provided by existing ordinance or laws.

Sec. 37. Resignations From Office; Candidates For Office Not Required To Resign From Other Office Prior To Appointment Or Qualification; When Resignation Effective.

Repealed April 6, 1971.

Sec. 38. Officers And Boards Having Power To Administer Oaths And Issue Subpoenas; Contempt Proceedings.

Repealed March 8, 1983.

Sec. 39. Fiscal Year.

The fiscal year of the city shall commence on the first day of July of each year, or at such other time as may be fixed by ordinance. (3-4-2003)

Sec. 40. Taxation To Conform To General Laws Of The State.

Except as otherwise herein provided the council shall, by ordinance, provide a system for the assessment, equalization, levy, and collection of taxes, which, as nearly as may be, shall conform to the system provided by the general laws of the state; provided, that all sales for delinquent taxes shall be made to the city of Porterville. Should the council fail to fix the tax rate within the time prescribed, then the tax rate of the previous year shall constitute the rate for the current year.

Sec. 41. Board Of Equalization.

Repealed March 4, 2003.

Sec. 42. Annual Tax Levy To Be Affixed.

The council, not later than its second regular meeting in August, shall fix a rate of taxation sufficient to raise the amounts established by council action pursuant to section 44. The council shall notify the county assessor who shall thereupon compute and carry out the amount of tax so levied on each parcel of property contained in the assessment roll for the city. (4-6-1971; 3-4-2003)

Amendment note - On April 6, 1971, § 42 was amended by changing the meeting date from the first regular meeting in September to the second regular meeting in August.

Sec. 43. Limitation On Tax Levy.

Repealed March 4, 2003.

Sec. 44. Limitation On Special Tax Levies; Enumeration Of Purposes For Which Special Taxes May Be Levied.

The council shall have the power to levy and collect taxes, in addition to the taxes herein or by general law authorized to be levied and collected, sufficient to pay and maintain the sinking fund of the bonded indebtedness of the city; and for the following purposes: (4-6-1971)

(a) For the support and maintenance of the fire department, for fire protection purposes, at the rate of not more than three mills on each dollar of the assessed valuation of the real and personal property within the city; (4-6-1971)

(b) For the acquisition, construction and maintenance, as the case may be, of permanent public improvements, of real property, of public buildings and structures, and of public offices, including

equipping and furnishing the same, at the rate of not more than two mills on each dollar thereof;

(c) For the maintenance and support of free public libraries and reading rooms in said city, at the rate of not more than two mills on each dollar thereof.

(d) For the maintenance and support of free public parks and playgrounds in said city, at the rate of not more than two mills on each dollar thereof;

(e) For music, entertainment, and promotion, at the rate of not more than one mill on each dollar thereof. (2-5-1935; 4-5-1949)

Amendment note - The first paragraph and subsection (a) of § 44 were amended April 6, 1971. In the first paragraph the words "at not to exceed the following rates" was deleted. In subsection (a), the rate was changed from five mills to three mills and the firemen's relief fund was eliminated as a purpose.

Sec. 45. Taxes And Assessments To Constitute A Lien; Foreclosure.

All taxes and assessments levied, together with any percentages imposed for delinquency and cost of collection, shall constitute liens on the property assessed; every tax upon the personal property shall be a lien upon the real property of the owner thereof. The liens provided for in this section shall attach as of the first Monday in March each year and may be enforced by actions to foreclose such liens in any court of competent jurisdiction, or by a sale of the property affected and the execution and delivery of all necessary certificates and deeds therefor, under such regulations as may be prescribed by ordinance; provided that when real estate is offered for sale for city taxes due thereon the same shall be sold to the city in like case and manner, and with like effect and right of redemption as it may be struck off and sold to the state when offered for sale for county taxes; and the council shall have power to provide by ordinance for the procedure to be followed in such sales to the city and redemption thereafter.

Sec. 46. Disposition Of City Money.

All moneys collected for the city by any officer or department thereof shall be paid into the treasury daily if possible, and at least once each week.

Sec. 47. Application Of Surplus Bond Money.

All moneys derived from the sale of bonds, including premiums and accrued interest, shall be applied to the purposes for which the bonds were voted. After such purposes have been fully completed and paid for, any remaining surplus shall be transferred to the bond and interest redemption fund.

Sec. 48. Payment Of City Money; Expenditures And Indebtedness; Presentation Of Demands; Warrants On Treasury.

No money shall be expended on behalf of the city, for any purpose, unless and until the same shall have been authorized by a majority vote of the council; provided that following every council election, the city council may, by a majority vote, adjust the amount of money that may be expended on behalf of the city, without prior specific council authorization. (3-4-2003; 7-1-2014)

The city council, by resolution by a majority vote of the council, shall establish the maximum amount

of money to be expended on behalf of the city without first requiring specific council authorization, except as otherwise provided for in this charter; provided further that said maximum amount once established by resolution shall not be adjusted until after each general council election. (7-1-2014)

No indebtedness shall be incurred on behalf of the city, for any purpose, unless and until the same shall have been authorized by resolution by a four-fifths ($\frac{4}{5}$) vote of the council; provided that following every council election, the city council may, by a four-fifths majority vote, adjust the amount of indebtedness that may be incurred, on behalf of the city, without prior specific council authorization. (7-1-2014)

The city council, by resolution approved by a four-fifths vote of the council, shall establish the maximum amount of indebtedness to be incurred on behalf of the city without first requiring specific council authorization, except as otherwise provided for in this charter; provided further that said maximum amount once established shall not be adjusted until after each general council election, and then only by resolution by a four-fifths majority vote. (3-4-2003; 7-1-2014)

Indebtedness evidenced by general obligation bonds shall be incurred by the city only if approved by the city council and authorized by the voters as required by the constitution and general laws of the state. (7-1-2014)

All demands against the city shall, before being paid, be presented to and approved by the proper board, commission or officer, as herein provided. Demands for which no appropriation has been made shall be presented to the city manager, provided, that any person dissatisfied with the refusal of the city manager to approve any demand, in whole or in part, may present the same to the council, and the approval of such demand by the council shall have the same effect as its approval by the city manager; and provided further, that if the council shall provide for other boards or commissions, it may make provision for the presentation to and approval by any such board or commission of demands for liabilities incurred by them. (7-1-2014)

The council may provide for a revolving cash fund as authorized by ordinance by four-fifths majority vote of the council; provided that effective January 1, 2004, and following every council election thereafter, the city council may, by a four-fifths majority vote, adjust the revolving cash fund. The amount shall be paid to the city manager, and used by him/her for the payment in cash, of expenditures provided for in the budgets that cannot conveniently be paid otherwise. He or she shall account to the council for all payments by him or her out of said fund when making demand for the replenishment of the same, and at such other times as the council may require, and they shall thereupon be charged against the proper appropriations. (3-4-2003; 7-1-2014)

All demands approved by the proper board, commission or officer shall be presented to the director of finance, who shall examine the same, and if the amount thereof is legally due and there remains on his books an unexhausted balance or an appropriation against which the same may be charged, he/she shall approve such demand and draw and sign his warrant on the treasurer therefor, payable out of the proper fund. Objections of the director of finance to any demand may be overruled by the council, and the director of finance shall thereupon draw his warrant as directed by the council. Such warrants, when presented to the treasurer, shall be paid by him/her out of the fund therein designated, if there be sufficient money in such fund for that purpose. A warrant not paid for lack of funds shall be registered, and all registered warrants shall be paid in the order of registration when funds are available therefor; all such registered warrants shall bear interest at the rate of six percent (6%) per annum. The director of finance shall draw his/her warrants for payment of municipal or other bonds

payable out of the funds in the treasury upon presentation and surrender of the proper bonds or coupons without approval of anybody or officer. The council may make further regulations by ordinance regarding the presentation, approval and payment of demands against the city. (3-4-2003; 7-1-2014)

Sec. 49. Monthly Financial Reports Required.

All officers required by this charter or by ordinance to submit monthly financial reports to the council, shall submit the same in duplicate, and upon their approval by the council, one of each of such duplicate reports shall be posted forthwith in the office of the city clerk in such manner as to be readily accessible to the public, and shall remain so posted until the approval by the council of the next succeeding financial report when the same procedure shall be followed in relation thereto. The council, in addition to such posting, may, in its discretion, cause any of such reports to be published at any time.

Sec. 50. Approving Illegal Claims To Forfeit Office.

Every officer who shall wilfully approve, allow or pay, any demand on the treasury not authorized by law, shall be liable to the city individually and on his/her official bond for the amount of the demand so approved, allowed, or paid, and shall forfeit his/her office and be forever disbarred from holding any position in the service of the city.

Sec. 51. Annual Budget Contents; Publication.

Not later than thirty days before the end of the city's fiscal year, the city manager shall submit to the council an estimate of the expenditures and revenues of the city departments for the ensuing year. This estimate shall be compiled from detailed information obtained from the several departments on uniform blanks to be furnished by the manager. (4-6-1971; 3-4-2003)

Sufficient copies of such estimate shall be prepared and submitted that there may be copies on file in the office of the council for inspection by the public, unless the council shall publish the same in a newspaper.

After duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted. At any meeting after the adoption of the budget, the council, by a vote of three (3) members, may amend or supplement so as to authorize the transfer of unused balances for one purpose to another purpose or to appropriate available revenues not included in the budget. (3-4-2003)

Amendment note - On April 6, 1971, the first paragraph of § 51, was amended by deleting the second sentence relating to classification of the estimated expenditures.

Sec. 51A. General Reserve Fund; Purposes.

Repealed April 6, 1971.

Sec. 52. Uniform Accounts And Reports.

Repealed April 6, 1971.

Sec. 53. Written Investment Policy.

The city manager shall recommend and the city council by resolution shall adopt a policy to govern the investment of all city monies, which policy shall be consistent with applicable state law and shall, at a minimum, provide for the investment of all monies in such a manner as to assure the preservation and safety of principal and the integrity of record keeping; identify the types of allowable investments; and provide for the safekeeping of securities. (3-4-2003)

Sec. 54. Applicability Of General Laws.

All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this charter or the ordinance of the city hereafter enacted shall be applicable to the city. The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against general laws of the state.

Sec. 55. Repealed April 2, 1963.

Sec. 56. Public Library.

The free public library of the city of Porterville shall be established, conducted, carried on, managed and operated in accordance with rules, regulations and ordinances passed and adopted by the council of the city of Porterville. (4-7-1959)

Sec. 57. Park Commission; Composition; Term; Powers And Duties; Authority To Accept Donations, Legacies Or Bequests.

Repealed April 6, 1971.

Sec. 58. Pensions.

The council shall have and is hereby granted full power and authority to establish, regulate, maintain, revise and amend, a retirement, disability, death benefit and pension system, or either or any of them, for its elective and appointive officers and employees of the city of Porterville and their dependents. Authority and power is hereby vested in the city of Porterville, its council, its officers, agents and employees to do and perform any act or exercise any authority granted, permitted or required whereby the city of Porterville may fully participate in a retirement, disability, death benefit and pension system for its employees.

A system for retirement, disability, death benefit and pension rights for employees and their dependents authorized by this section when established by the council, shall not be terminated without securing the approval of a majority of the electors of the city of Porterville at an election held therefor, except as may be permitted by applicable state law. (4-6-1971; 7-1-2014)

The city shall levy and collect taxes sufficient to pay all costs and expenses required to be paid by the city of Porterville to enable the city of Porterville to participate in any such retirement, disability, death benefit or pension system established, set up or maintained by, for or on behalf of the city of Porterville and the limitations of section forty-three of the charter of the city of Porterville, with

respect to levying and collecting of municipal taxes, shall not apply to any tax authorized by this article. (4-9-1951; 4-10-1961)

Amendment note - The second paragraph of § 58 was amended April 6, 1971, by eliminating the former first sentence pertaining to employees of the Porterville Public Library.

This section shall be construed in accordance with the California constitution and shall be deemed to allow the city to create, eliminate, or modify its pension and retiree healthcare benefits to the fullest extent permitted by the California constitution and applicable law. (7-1-2014)

Sec. 59. Employment Of Certified Public Accountant To Audit City Books.

The city council shall employ a certified public accountant annually to investigate the accounts and transactions of all city officers and employees having the collection, custody or distribution of public money or property, or the power to approve, allow or audit demands on the city treasury. (2-5-1935; 4-2-1963; 4-6-1971)

Amendment note - On April 6, 1971, § 59 was amended by the addition of the word "council" following the second word of the section.

Sec. 60. Financial Interests Prohibited.

City officers and employees are prohibited from having a financial interest in any contract, sales or purchases in accordance with applicable state law. (3-4-2003)

Sec. 61. Competitive Bidding For Contract Work For Erection, Improvement And Repair Of Public Buildings, Etc., Where The Amount Is In Excess Of Five Thousand Dollars.

When a required expenditure exceeds five thousand dollars, it shall be contracted for and let to the lowest responsible bidder after notice. (4-6-1971)

As used in this section public project means a project for the erection, improvement and repair of public buildings and works; work in or about streams, embankments, or other work for protection against overflow; street sewer work except maintenance or repair; furnishing supplies or materials for any such project, including maintenance or repair of streets, sewers or water lines.

The council may reject any or all bids presented and may, at its discretion, readvertise for other bids, or, the council may, after rejecting bids, determine and declare by a four-fifths ($\frac{4}{5}$) vote of all of its members that the work in question may be more economically or satisfactorily performed by day labor, or the labor or materials purchased at a lower price in the open market and after the adoption of a resolution to this effect it may proceed to have the same done in the manner stated without further observance of the foregoing provisions of this section.

The notice inviting sealed bids shall set a date for the opening of bids; the first publication shall be at least ten (10) days before the date of the opening of the bids; shall be published at least twice not less than five (5) days apart in the official newspaper selected by the council.

In case of a great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster, the council may, by resolution passed by a vote of four-fifths ($\frac{4}{5}$) of its members, determine

and declare that the public interest or necessity demands the immediate expenditure of public money to safeguard life, health, or property, and thereupon they may proceed without advertising for bids or receiving the same, to expend, or enter into a contract involving the expenditure of any money required in such emergency, on hand in the city treasury and available for such purpose. (4-10-1961)

Amendment note - The first paragraph of § 61 was amended April 6, 1971 by increasing the amount from \$2,500.00 to \$5,000.00.

Sec. 62. Public Improvements.

The improvement widening and opening of streets, the planting, care, and maintenance of trees, and the making of any other public improvement may be done and assessments therefor may be levied in conformity with and under the authority conferred by general laws; provided, however, that the council may by ordinance adopt a procedure for the improvement and repair of streets, alleys or other public places, the laying of pipes, or conduits or for the planting, care or maintenance of trees, or for the removal of dirt, rubbish, weeds and other rank growth and materials which may injure or endanger neighboring property or the health or the welfare of inhabitants of the vicinity, from buildings, lots and grounds and the sidewalks opposite thereto and for making and enforcing assessments against property benefitted or affected thereby, or from which such removal is made, for the cost of such improvements or removal and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and municipal taxes, but no such ordinance shall prevent the council from proceeding under general laws for said purposes.

Sec. 63. Franchises; Limitation On Renewals.

Every franchise or privilege to construct, maintain, or operate, any means or method of transportation in or over any street, lane, alley or other public place within the city or to lay pipes or conduits, or erect poles or wires or other structures in or across any such public way or place, for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter owned by the city, shall be granted under and in pursuance of the general franchises; provided, no new franchise or the renewal of any existing franchises shall be granted except upon the condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property with others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions in granting the same not inconsistent with the constitution and general laws. No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated, without the express consent of the council given by ordinance and subject to referendum.

Sec. 64. When Franchise Required.

No person, firm, or corporation shall exercise any franchise or privilege, except to the extent he or it may be entitled to do so by the constitution of the state, or of the United States, in, upon, under, over, or along any street, public way, or public place in the city without having first obtained a grant therefor as provided in this charter and by general law.

Sec. 65. Newspaper Advertising And Printing.

The council shall advertise annually for the submission of sealed proposals or bids from newspapers of general circulation in the city, for the publication of all ordinances and other legal notices required to be published. The newspaper to whom such contract is awarded shall be known and designated as the official newspaper. The rates for publishing public notices shall not exceed the customary rates charged for publishing legal notices of a private character. (3-4-2003)

Contracts for legal advertising shall be awarded to the lowest responsible bidder, provided no contract for legal advertising shall be awarded to any newspaper except a daily newspaper of general circulation, as defined by the Government Code. (4-6-1971)

Amendment note - The first paragraph of § 65 was amended April 6, 1971 by inserting the word "legal" before the word, "advertising"; by substituting "Government Code" in lieu of "Section 4460, of the Political Code." The former third paragraph reading, "Required printed office supplies may be purchased either through bids and contract, or by purchase in the open market," was repealed April 6, 1971.

Sec. 66. Public Records; Delivery And Safekeeping Of Documents.

The public shall have access to public records kept and maintained by the city in accordance with the law. (3-4-2003)

Sec. 67. Interference With Performance Of Duties Of City Manager; Interference By City Manager In Elections.

No member of the council shall in any manner attempt to influence or coerce the city manager in the making of any appointment or the purchase of supplies in accordance with applicable state and federal law. (3-4-2003; 7-1-2014)

The council shall deal with the administrative functions of the city through the city manager. The council shall only have direct contact with the directors of the city's departments for the purpose of asking questions. (3-4-2003; 7-1-2014)

Any city council member violating the provisions of this section, or voting for a resolution or ordinance in violation of this section shall be guilty of a misdemeanor and, upon conviction, shall cease to be a council member. Additionally, any city council member violating this section may be subject to civil remedies as specified in section 74. (7-1-2014)

Section 67.1. Political Activities By Legislative And Administrative Officers, Employees.

Political activities of and campaign contributions by the city's legislative officers, administrative officers, and employees shall be governed in accordance with applicable state and federal law. All legislative and administrative officers and all city employees are prohibited from engaging in political activities during working hours. City officers and employees are prohibited from engaging in political activities at their work place. (3-4-2003; 7-1-2014)

Furthermore, city officers and employees are prohibited from engaging in political activities on city properties, provided this prohibition does not pertain to property that is otherwise open to the public for the purpose of engaging in political activities. (3-4-2003; 7-1-2014)

Sec. 68. Leases Of City Property.

In every lease of city property the basic amount of rental shall be fixed by the council.

All indentures of lease shall provide that the council may terminate the same at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee.

In the event of their failure to agree upon the market value of the improvements within thirty days from and after their appointment, said two appraisers may appoint a third appraiser as a member of said board, and the determination of the majority of said board of appraisers, as to the market value of the improvements, shall be final and conclusive and binding on all concerned. Should the two appraisers appointed by the council and the lessee respectively, fail for forty days from and after their appointment to agree upon the market value of the improvements or to appoint a third appraiser, then upon the petition in writing of either party to any such lease, a judge of the superior court of Tulare County is hereby empowered to appoint the third appraiser upon such board; provided, however, that the council shall not terminate any such lease or repossess any such premises except for a public use and purpose; provided, further, that no lease of city property shall be made for a maximum term of more than fifty years. (4-2-1963; 4-6-1971)

Amendment note - The second paragraph of § 68 was amended April 6, 1971, by substituting "maximum term" in lieu of "term" in the last proviso clause.

Sec. 69. Inventory Of City Property.

At the time for preparing and submitting the budget, as prescribed by this charter, a complete inventory of all personal property belonging to the city shall be prepared and filed with the city clerk, and such inventory shall be submitted to the council by the city manager at the time of the submission of the annual budget. Such inventory shall be prepared under the direction of the city manager, and all chief officials and department heads of the city shall be responsible for making and transmitting to the city manager a full and correct inventory of all city personal property in their possession or under their control.

Sec. 70. Equipment.

Repealed April 6, 1971.

Sec. 71. Zoning Authorized.

The council of the city of Porterville shall have the power to establish such zoning systems within the city as may in its judgment be most beneficial, and in such zoning systems may prohibit the erection or maintenance of any class or classes of buildings within certain areas, and may classify, and reclassify the zones established. The council may also prescribe the character of materials and methods of construction of buildings erected within any zone area, and may establish setback lines as it may consider necessary and proper. (4-6-1971)

Sec. 72. Suspension Of Employees From Office And Fines.

Repealed March 8, 1983.

Sec. 73. Natural Or Other Disasters.

The city shall have in place a disaster plan, consistent with county, state and federal policies, to be implemented in the event of an emergency or disaster.

Sec. 74. Violations.

This section shall apply only if a penalty/violation is not otherwise explicitly provided for in the charter. A violation of any provision of this charter shall be a misdemeanor with maximum fines and imprisonment as allowed by law, except that such violation may be prosecuted as an infraction, at the discretion of the city attorney. (7-1-2014)

Any violation of this charter may be prosecuted in the name of the people of the state of California or may be redressed by the city through any legal or equitable remedies; including but not limited to civil action and/or injunction, or administrative citation in accordance with adopted city ordinances. To the fullest extent allowed by law, civil remedies may be utilized in addition to or as an alternative to criminal enforcement. (7-1-2014)

The city shall be authorized to recover its full costs, including reasonable attorneys' fees, for the enforcement of any violation of this charter or municipal code. The city council is authorized to adopt any necessary or appropriate ordinances to implement this section of the charter. (7-1-2014)

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Virginia Gurrola
(Please Print)

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

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED]

Mailing Address: Same
[REDACTED]

Name of Business: _____
☐ Own ☐ Operate

Business Address: _____

Telephone: Home [REDACTED]
Work _____
FAX _____
E-mail salandvirginia@aol.com

City of Porterville resident:

☐ Yes
☐ No

Registered Voter:

☐ Yes
☐ No

RECEIVED

JUN 12 2019

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

RECEIVED

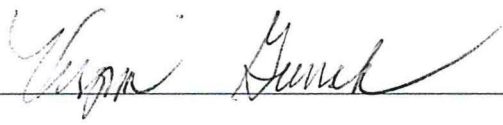
JUN 12 2019

CITY OF PORTERVILLE
CITY CLERK OFFICE

Qualifications: See attached resume.

☒ Resume attached

☒ Letter of request attached

Submitted By:  6/12/19
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____

Letter of Interest for City Council Vacancy

Virginia Gurrola

Porterville, CA. 93257

June 10, 2019

Porterville City Council
291 North Main Street
Porterville, CA. 93257

City Council Members:

I respectfully submit a request for appointment to the vacant position on the council. As a professional with a proven background in community college experience and serving as a Councilmember for the City of Porterville for 12 years I understand the responsibilities required of an appointee. In addition, I can say with confidence that it is not my intent to run in the upcoming election in 2020.

My knowledge and understanding of the city charter, projects, regulations, policies and fiscal obligations will contribute to the council. I am committed to be a representative of District 5, but will work for the overall goals of the Porterville residents. The strengths acquired over a life span I believe will benefit the council and more so the city in advancing its future. In addition, I adhere to a work ethic that includes a positive demeanor, attitude, and values.

In addition to my resume experience I have a solid educational foundation and a passion for problem solving; it is my goal to apply these skills to the council and city.

In conclusion, selecting a nominee that doesn't plan to run for council in 2020 eliminates the opportunity for a "step up" to an appointee planning to be a candidate in the upcoming election.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read 'Virginia Gurrola', with a stylized, flowing script.

Virginia Gurrola

Virginia Gurrola

Porterville, CA. 93257 - salandvirginia@aol.com

EDUCATION

Associate of Arts Degree, Social Science - Porterville College

Bachelor of Arts Degree, Public Administration – California State University, Bakersfield

SUMMARY OF EXPERIENCE

Retired faculty and Administrator from Porterville College with 37 years' experience at the community college level. Experience includes: administrator, grant writer, budgeting, supervisor and collaborated team building; Compliance with local, state and federal regulations.

Served on the City of Porterville Council for 12 years as Mayor, Vice Mayor and councilmember. In addition, served on several city, county and state committees: Tulare County Transportation Authority (TCTA); Tulare County Association of Governments (TCAG); Porterville Successor Agency to the Redevelopment Agency; Porterville Public Finance Authority; Porterville Public Improvement Corporation; Porterville Planning Commission; Mitigation Banking Committee; Rail Advisory Committee; Economic Development Corporation of Tulare County; San Joaquin Valley wide Special City Selection Committee (San Joaquin Valley Air Pollution Control District's), Porterville Drought Taskforce and League of California Cities.

Community involvement: served as the Past President of the Family Crises Center Board and board member for four years. Currently serve as the President of the American Association of University Women (AAUW), Chair for the Transaction and Use Tax Oversight Committee (TUTOC) and Measure I for the City of Porterville and Chair for the South County Tourism "MIGHTY 190" Committee.

PROFESSIONAL EXPERIENCE

Porterville College - 1976 – 2013

Director of Porterville College Admissions and Records; Financial Aid Director; Extended Opportunity Program and Services (EOPS) and Cooperative Agencies Resources for Education (CARE) Program

Under the direction of the Vice President of Student Services was responsible to provide leadership for student enrollment services; required to understand institutional and campus mission and goals; coordinated with others to develop, implement, and manage operational standards and procedures; responsible for ensuring that all compliance standards were met, including organizational and regulatory standards; monitored and provided overall direction for the enrollment team at the campus level; adhered to all policies and regulations governing student enrollment; and coordinated with Bakersfield and Cerro Coso Colleges in the district. As a campus leader, operated at the highest level of integrity while providing inspirational leadership by serving as a role model for employees and students.

Academic Senate President

Presided at meetings of the Senate and the Executive Board; represented the Senate and faculty at college and district wide meetings, public meetings, the State Academic Senate meetings, and other occasions which required a public spokesperson to represent the faculty within the scope of Senate activities; issued agendas developed by the Executive Board; issued calls to meetings and to keep appropriate records; managed any clerical support personnel.

Interim Executive Director of Porterville College Foundation; Full time Director of Admissions and Records; Financial Aid Director

Under the Direction of the President of Porterville College and President of the Foundation to provide leadership and day-to-day administration of the College Foundation Program; responsible for developing a planned, organized, and comprehensive review of donor accounts and scholarships criteria's; coordinated the raising events and outreached to sectors of the Porterville community; enhanced the long-term financial health of the foundation; recognition of donors; and for coordinating the distribution of foundation funds through student scholarships to advance the success of students' academic performance. Reported to the College President; and collaborated with the Director of Research, Planning and Development, the Foundation Board of Directors, and other departments within the college. Interim until 2002.

Lead for Kern Community College Degree Works Program (Student Degree Audit Program)

Under the supervision of the Kern Community College Vice Chancellor to collaborate with Bakersfield and Cerro Coso College on the implementation of Degree Works. This is a Degree Audit program with a web-based application allowing students to view their progress towards a degree. On screen or in the form of a two to four page printout, listing students' requirements, including: courses completed, courses in progress, courses required to meet degree options and ability to create "What If" function which allows students to hypothetically change their major, minor, or concentration to show coursework required for new major.

September 2017 – February 2018

Porterville College Interim Executive Foundation Director

Obtained by the Board of Directors to evaluate and provide recommendation on the management structure and review of current programs. Provided analysis of financial ability to hire a full time manager, update of scholarship accounts, provided a restructure of scholarships and advisory for the growth of the Foundation Swap Meet.

Elected Official Experience - City of Porterville

Terms from 1995-2003

- Councilmember, Vice Mayor and Mayor
- Tulare County Transportation Authority (TCTA); Tulare County Association of Governments (TCAG)
- Economic Development Corporation of Tulare County
- League of California Cities Policy Committee on Housing, Community and Economic Development
- League of California Cities Policy Committee on Transportation

Term from 2012-2016

- Councilmember, Vice Mayor and Mayor
- Tulare County Transportation Authority (TCTA); Tulare County Association of Governments (TCAG)
- San Joaquin Valley Air Pollution Control District Committee Porterville Drought Taskforce
- Chair for the South County Tourism "MIGHTY 190" Committee

COMMUNITY INVOLVEMENT

2016-present

- Chair for the Transactions and Use Tax Oversight (Measure H) and Measure I Committee
- Chair for the South County Tourism "MIGHTY 190" Committee
- President of the American Association of University Women (AAUW)



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

MAY 31 2019

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: GERALD C. (JERRY) HALL
(Please Print)

Appointment to: CITY COUNCIL, FIFTH DISTRICT
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]
PORTERVILLE, CA 93257

Mailing Address:

SAME

Name of Business:

H/A

☐ Own

☐ Operate

Business Address:

Telephone: Home

[REDACTED]

OFFICE Work

[REDACTED]

FAX

[REDACTED]

E-mail

jerryhall@ocsnet.net

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

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

SEE ATTACHED

Please tell us why you are interested in this position.

TO GIVE BACK TO MY COMMUNITY.

☒ Resume attached

☐ Letter of request attached

Submitted By:

Arnold C. Hall

5/31/2019

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

Date: May 31, 2019

To: Porterville City Council
Porterville, CA 93257

From: Gerald C. (Jerry) Hall
[REDACTED]
Porterville, CA 93257
[REDACTED]

Subject: CITY COUNCIL
FIFTH DISTRICT

I request to be considered for appointment the position of City Council, Fifth District, City of Porterville. I am retired from the California Highway Patrol, with over 34 years of law enforcement and investigative experience, both as an officer and as a supervisor. My background, training and experience are outlined, in part, on my attached resume.

I am active in City government as a member of the Porterville City Transaction and Use Tax Oversight Committee (TUTOC) and as a current member of the Porterville City Animal Control Commission. I have received extensive training in various aspects of investigation, reporting and review. I also have over a decade of supervisory experience. I have supervised a wide variety of personnel in both field and administrative protocols.

My investigative experiences range up to and include complex homicide and officer involved shootings. I have planned, coordinated and supervised governmental security details. My supervisory experience includes supervising both field and administrative personnel.

Throughout my career I have strived to be professional and perform to the utmost of my ability. If favorably considered for the position of City Council, Fifth District, I am confident I will prove to be an asset to the City of Porterville.

Sincerely,



Gerald C. (Jerry) Hall

Date: May 31, 2019

To: Porterville City Council
Porterville, CA 93257

From: Gerald C. (Jerry) Hall
[REDACTED]
Porterville, CA 93257
[REDACTED]

Subject: CITY COUNCIL
FIFTH DISTRICT

PROFESSIONAL EXPERIENCE:

United States Forest Service, 1963 - 1965

United States Army, Republic of South Vietnam, 1965 - 1967

California Highway Patrol, 1969 - 2003

EDUCATION AND TRAINING BACKGROUND:

Graduate, Porterville High School, 1963

Basic and Advanced Infantry Training, Fort Ord, California, 1965

Graduate, Porterville College, 1967 (Degree in General Education)

Graduate, California Highway Patrol Academy, 1969

Citrus College, 1971 (Police-Community Relations)

Palomar College, 1973 (Police Science and Administration of Justice)

Dean's List three of four semesters

Field Training Officer

Hostage Negotiation Training - Federal Bureau of Investigation and San Diego County
Sheriff's Department

Advanced Investigative Techniques - California Highway Patrol

Supervisory Training - California Highway Patrol

Officer Involved Shooting Investigation Training - California Highway Patrol and Los
Angeles Police Department

Homicide Investigation Training - Los Angeles County Sheriff's Department

Legislative Analyst, Southern California Automobile Club

Gerald C. (Jerry) Hall
Resume
Page 2

CERTIFICATIONS:

Basic through Advanced (Police Officers Standards of Training) POST Certificates
Supervisory POST Certificate
POST Certificate in Police/Community Relations
Various additional POST Certificates in weapons training, enforcement motorcycle operation, speed from skidmarks identification and others

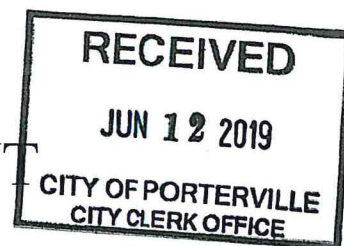
ADDITIONAL:

Emergency Medical Technician (Certification not current)
Member: Transactions and Use Tax Oversight Committee
Member: Porterville City Animal Control Commission
Professional Entertainer for over 40 years

ORGANIZATIONS:

Life Member, Veteran's of Foreign Wars, Springville Post 9499 (Two term Post Commander)
International Western Music Association, Executive Vice President
Former Member Springville Rodeo Association Board, 12 years
(Secretary 10 years)
Founding and former member, Springville Rodeo Foundation
(Secretary)

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Joshua Sulier

(Please Print)

Appointment to: Fifth District City Council Member

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED] Porterville Ca, 93257

Mailing Address: Same as above

Name of Business: N/A

☐ Own

☐ Operate

Business Address: N/A

Telephone: Home [REDACTED]

Work N/A

FAX N/A

E-mail jsulier83@gmail.com

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: I have been a resident of the 5th district for the last 6 years and I am
a registered voter.

☒ Resume attached

☐ Letter of request attached

Submitted By: *John Smith* 6/12/19
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____

Joshua Paul Sulier

Porterville, CA 93257

jsulier83@gmail.com

Profile:

I've been a resident of Porterville for the majority of my life and have been a resident of the 5th district for the last 6 years. My various jobs have given me the opportunity to interact with a wide variety of the residents of the city. I'm interested in being a member of the city council to take an active role in making positive changes and help improve the lives of the residents of the 5th district and the city at large.

Work Experience:

Employer: Home Depot Porterville

Start: 12/16 **End:** 4/19

Position: Full Time Overnight Freight Associate

Phone: 559-782-4611

Supervisor: Shar Yang

Duties: Work with a group of up to 10 people to off load and stock all merchandise received during the day. Ensure accurate inventory recorded and leave the store grand opening ready every morning.

Employer: Home Depot Tulare Store

Start: 02/16 **Transfer to Porterville Store** 12\16

Position: Lumber Associate

Phone: 559-684-7043

Supervisor: Curtis Justice

Duties: Off loading merchandise from trucks and stocking the department using either an LPG powered fork lift, or an electric fork lift. Assisting customers with projects both large and small. Cleaning and inventory management.

Employer: Blue Sky Aviation

Start: 11/11 **End:** 07/12

Position: Certified Flight Instructor

Phone: n/a

Supervisor: Tyler Weddington

Duties: Create lesson plans and tests that meet or exceed FAA guidelines for ground school classes for Private, Instrument, and Commercial pilot ratings for rotor craft, as well as teaching those classes for up to 40 students. Create and conduct lesson plans for flight training specializing in instrument certification.

Employer: Home Depot

Start: 03/10 **End:** 07/10

Position: Electrical Associate

Phone: 559-782-4611

Supervisor: Scott Sherwood

Duties: Maintain a well stocked and clean department and assist customers with any of their electrical needs.

Joshua Paul Sulier

Porterville, CA 93257

jsulier83@gmail.com

Work Experience Continued:

Employer: Sierra Management

Start: 11/03 **End:** 06/09

Position: Demand Response Driver

Phone: 559-791-7810

Supervisor: Richard Tree

Duties: Transport of senior and disabled passengers and their cargo in and around the city of Porterville.

Employer: City of Porterville Parks and Leisure **Start:** 2000 **End:** 2002

Position: After School Sports Coach

Phone: 559-782-7536

Supervisor: Donnie Moore

Duties: Teach 4th, 5th, 6th grade students communication skills, teamwork and fair play while coaching them in the fundamentals of multiple sports.

Skills:

Communication:

- Able to explain complex ideas in simple terms
- Confident public speaker

Interpersonal Skills:

- Active listener
- Able to work in groups with conflicting ideas to reach a common goal

Adaptability:

- Ability to work under pressure
- Utilize problem solving skills and change tactics as needed