CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 16, 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)(1) – Conference with Legal Counsel – Existing Litigation: Jane Doe v. City of Porterville, U.S. District Court, Eastern Division, Case No. 1:19-cv-00740 DAD BAM.

4 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.

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

Pledge of Allegiance Led by Vice Mayor Ward.
Invocation

PRESENTATIONS

Employee of the month.

REPORTS

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

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - Summer Hiatus
2. Library & Literacy Commission - Summer Hiatus
3. Arts Commission
4. Animal Control Commission
5. Youth Commission - Summer Hiatus
6. Transactions and Use Tax Oversight Committee (TUTOC)

II. Staff Informational Reports

1. Water Conservation Phase III Status Update
2. Update on Status of The New Porterville Rescue Mission

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness/Strategic Planning Summit - July 16, 2019

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. City Council Minutes of May 7, 2019
Re: Considering approval of the draft Minutes of May 7, 2019.

2. Authorization to Repair Police Department Tactical Robot
Re: Considering approval to repair the Police Department's Avatar II Tactical Robot in the amount of $5,386.02 from the Police Department's General Fund budget.

3. Authorization to Purchase by Negotiation Equipment Scheduled for Replacement
Re: Consideration to authorize the purchase by negotiation and payment of the equipment listed.

4. Authorization to Advertise for Bids - Three (3) Compressed Natural Gas (CNG) Refuse Vehicles
Re: Considering approval to advertise for the purchase of three (3) CNG refuse vehicles.

5. Award of Contract - Transit Electrification Project
Re: Consideration of award of contract for the Transit Electrification Project to Todd

Companies in the amount of $1,418,611, for the project consisting of constructing a minimum of ten (10) new electric charging stations at the City's Corporation Yard on Prospect Street for new electrical buses, and an additional $182,500 for construction management, construction surveying, quality control, and inspection services.

6. **Award Transit Advertising Contract to Rethought Reborn Media**
   Re: Consideration to authorize the Mayor to execute the Consultant Service Agreement with Rethought Reborn media for a fixed 50% payment retention of net advertising revenue.

7. **Authorization to Award Ferric Chloride Purchase Contract**
   Re: Consideration to award a ferric chloride purchase contract to Kemira for an amount not to exceed $53,000 for the fiscal year.

8. **Authorization to Negotiate a Renewal Agreement for Golf Course Management Services**
   Re: Consideration to authorize to negotiate a golf course management services renewal agreement with Mr. Casey Butler.

9. **Authorization to Roll Unpaid Utility Accounts and Delinquent Loan Agreements to the Property Tax Rolls**
   Re: Consideration to adopt draft Resolution authorizing the County Auditor to place the unpaid utility accounts and delinquent loan agreements on the 2019-2020 property tax rolls for collection.

10. **Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing.**
    Re: Considering approval of resolutions ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the Fiscal Year 2019-2020; giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for Fiscal Year 2019-2020; and declaring the intent to levy and collect assessments for Fiscal Year 2019-2020, and scheduling a public hearing for 6:30 p.m. on August 6, 2019.

11. **Areas 458, 455A and 459 A & C Sewer Utility District Annual Assessments**
    Re: Consideration to adopt the Resolutions ordering the continued assessments for Districts 458, 455 A and 459 A & C for the 2019/2020 tax year.

12. **Amendment to Employee Pay & Benefit Plan - Porterville City Employees Association**
    Re: Considering amendments to the Employee Pay and Benefit Plan pertaining to PCEA Employees to implement negotiated changes in wages and benefits.

13. **Approval of Use of D Street Public Parking Lot for Free Community Eye Care Clinic - Monday, August 26, 2019**
    Re: Consideration of approval of use of D Street public parking lot for free community eye care clinic on Monday, August 26, 2019.

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. Consideration of an Annexation and Parcel Map at Conner Street and Olive Avenue
Re: Consideration to adopt the draft Resolution requesting that the Local Agency Formation Commission take proceedings for Annexation 482, and direct staff to process the parcel map.

16. Consideration of a Conditional Use Permit to Allow the Sale of Alcohol Under a Type 20 Off-Sale License for a Convenience Store
Re: Consideration to adopt draft Resolution approving Conditional Use Permit (PRC 2019-021-C)

17. Phase 1 - Transit Service Modifications
Re: Conduct a Public Hearing and give consideration to direct staff to implement Phase 1 modifications to the City Public Transit System.

SCHEDULED MATTERS

18. Designation of Voting Delegates and Alternates for League of California Cities Annual Conference - October 16 - 18, 2019
Re: Designation of a voting delegate, and up to two (2) alternates, to participate in the League's annual business meeting scheduled for Friday, October 18, 2019, during the Conference at the Long Beach Convention Center.

19. Consideration of City Representation to the Eastern Tule Groundwater Sustainability Agency
Re: Consideration of appointing a new alternate member to represent the City on the Eastern Tule Groundwater Sustainability Agency.

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 30, 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 16, 2019

SUBJECT: 1. Water Conservation Phase III Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City has transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of June 1, 2019. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase III plan, the City has provided additional watering days, a two (2) day per week watering schedule based on address. If an address ends with an "odd" number, the watering days are Tuesday and Saturday; if an address ends with an "even" number, the watering days are Wednesday and Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Thursday, or Friday. Watering of outdoor landscaping is prohibited during, and within 48 hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to $500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by Ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of June 2019 show that a total of 22 Notice of Violations were issued for water wasting, and 1 Administrative Citation was issued.

Water production for June 2019 shows an 2% increase from the 5-year average. The production for the month of June 2019 was 358 million gallons, which when compared to the production for the month of June 2013 of 478 million gallons, equates to a 25.06% reduction. Residential consumption for June 2019 was 134.4 gallons per capita per day (GPCD).

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

conservation through June 2019 is 23.3%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through June 2019. Porterville's cumulative total GPCD conservation through June 2019 is 26.1%.

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

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

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. Monthly Production Status June-2019
2. Monthly Production Status GPCD June 2019
3. Drought Response Phase IV Flyer
4. Drought Response Phase III Flyer

Appropriated/Funded:

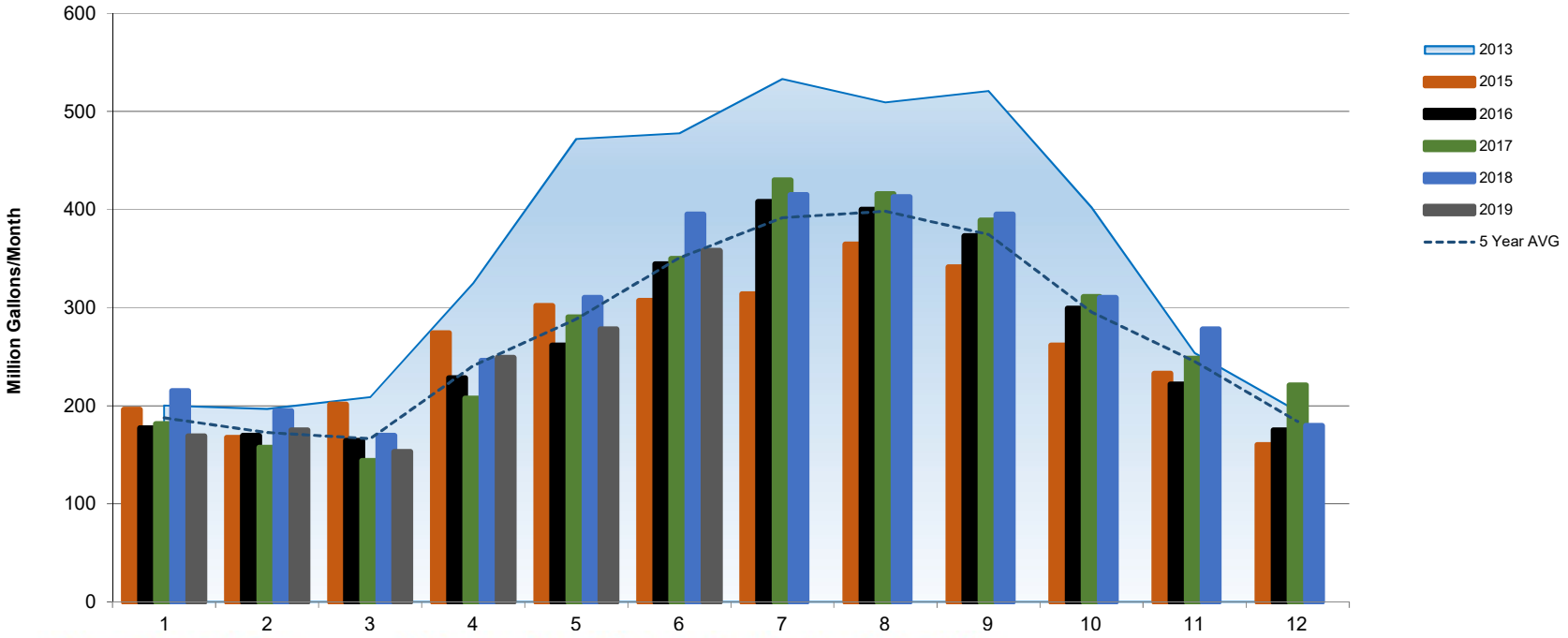
Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager

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

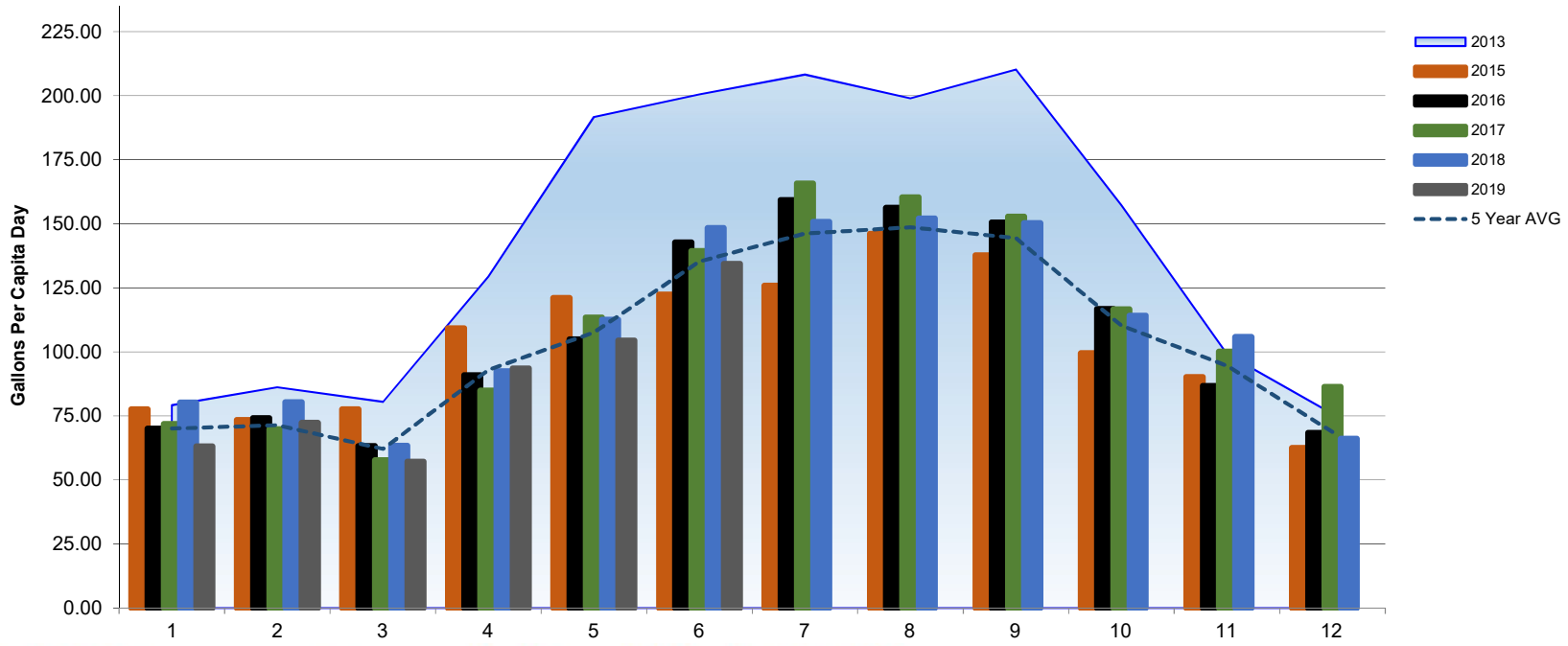


Production Cumulative Total 23.3%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	-16%	-11%	-27%	-23%	-41%	-25%						

Percent Comparison to 2013 Production

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



GPCD Cumulative Total 26.1%

2015	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
2019	-20%	-16%	-29%	-28%	-46%	-33%						

Percent Comparison to 2013 Production

DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

Odd Address Even Address

Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory
Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

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

NO WATERING
MONDAY THROUGH FRIDAY.

DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory
Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

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

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: 2. Update on Status of The New Porterville Rescue Mission

SOURCE: Community Development

COMMENT: For several months, City staff has been monitoring the progress of required improvements for the New Porterville Rescue Mission. The Fire Chief outlined a timeline for necessary life and safety improvements. The timeline was identified as follows:

- On or before June 21st: Submit plans for sprinkler and smoke detection building permit,
- On or before July 12th: Pull the permit to begin construction,
- On or before August 12th: Final inspection of the sprinkler and smoke detection system, complete with testing.

At this time, the Rescue Mission has successfully completed the first two activities and pulled the permit to begin construction on June 27, 2019 (two weeks prior to the deadline of July 12th). The last deadline for life and safety requirements is set for August 12th, which requires that there be a final inspection of the sprinkler and smoke detection system.

Staff has proposed bringing an item to the August 20th City Council meeting for the final report of the life and safety items. However, it was noted at the June 18th Council meeting that there are additional non-emergency improvements still remaining, and as such staff will transition to a recurring update once every six (6) months to keep Council apprised of the progress and the compliance with Conditional Use Permit 2018-041-C.

RECOMMENDATION: Informational Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: City Council Minutes of May 7, 2019

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of May 7, 2019.

RECOMMENDATION: That the Council approve the draft Minutes of May 7, 2019.

ATTACHMENTS: 1. Draft Minutes

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 7, 2019, 5:30 PM

Called to Order 5:30 p.m.
Roll Call: Council Member Daniel Peñaloza, Council Member Monte Reyes, Council Member Milt Stowe, and Mayor Martha A. Flores
Absent: Vice Mayor Brian Ward

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 240-070-018. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Alan P. Changala and Elizabeth J. Changala. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 253-131-001, 253-131-002, 302-110-076, 302-110-057, and 302-110-079. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and U.S. Forest Service. Under Negotiation: Terms and Price.

3 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, and Che Johnson. Employee Organizations: Porterville City Employees Association; Public Safety Support Unit; Porterville City Firefighters Association; and Fire Officer Series.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Caprina Lange. Agency claimed against: City of Porterville. - Government Code Section 54956.95 – Liability Claim: Claimant: Mid-Century Insurance ASP Rayani. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. John Lollis et al., U.S. District Court, Eastern District, Case No. 1:18-cv-01580-SAB.

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

7 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

6:42 P.M. RECONVENED OPEN SESSION AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported that no reportable action had taken place in Closed Session, and added that the Council would need to return to Closed Session after the conclusion of the Open Session meeting.

The Pledge of Allegiance was led by Council Member Peñaloza.
Invocation -- a moment of silence was observed.

PRESENTATIONS

Outstanding Business
Employee of the Month - Briana Spry
Environmental Sciences Pathway Students

It was announced that the Environmental Sciences Pathway Students were unavailable to attend due to a scheduled awards assembly and would be presenting at the meeting of May 21st.

AB 1234 REPORTS

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

1. TULARE COUNTY TASKFORCE ON HOMELESSNESS - APRIL 17, 2019
   Mayor Flores reported on public comments received, approval of minutes, informational items on warming centers, an update on the Comprehensive Homeless Strategic Plan, and a presentation regarding the Proposition 47 grant program. The next meeting was scheduled for May 15th, 2019.
2. SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) GOVERNING BOARD - APRIL 18, 2019
   Council Member Reyes reported approval of additional funding for programs, and his attendance at an advocacy trip to Washington D.C., which included meetings with multiple elected officials.
3. TULARE COUNTY ECONOMIC DEVELOPMENT CORP. (TCEDC) - APRIL 24, 2019
   Council Member Peñaloza reported on the agenda for the meeting, which included but was not limited to the approval of minutes, receipt of financial reports, business plan and budget for Fiscal Year 19/20, and approval of bylaws for the community investment fund. He spoke of active project files, a recent swat analysis, and the next meeting to take place on May 22nd at the Exeter Museum and Gallery.
4. JOINT CITY/SCHOOL COMMITTEE - APRIL 29, 2019
   Mayor Flores reported on those in attendance; noted a presentation by Bryce McAteer, ETGSA Executive Director, and the extension of an invitation to school representatives to attend stakeholder meetings; and spoke of discussion pertaining to watering schedules and the transition from phase IV to phase III, irrigation of fields, project updates and the 2020 census.
5. EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY - MAY 2, 2019
   Public Works Director Reed reported on action taken to remove Richgrove from the ETGSA and stakeholders committee, a request from the hydrologist, approval of management areas for municipal water purveyors, and an informational item on pertaining to letters received from State Waterboards. The next meeting will be June 6th, 2019 (dual meeting).

REPORTS

I. STAFF INFORMATIONAL REPORTS

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

ORAL COMMUNICATIONS

- Darren Garrett, Porterville, spoke of a food drive for the homeless to take place on Saturday, stated that attendance was expected to increase, and extended an invitation to the event.
- Donna Serna, Porterville, spoke in favor of Item No. 24, Resolution of Support for H.R. 6.
- Ryan Jensen, Visalia, spoke in favor of Item No. 23, Resolution of Support for States safe and Affordable Drinking Water Fund Proposal.
- Raul Garcia, Porterville, spoke in favor of Item No. 17, Request for Proclamation "Harvey Milk Day" and Item No. 24, Resolution of Support for H.R 6.
- Steve Penn, Lindsay, spoke of his trip to a cannabis conference in San Diego; stated that there was a lot of activity; and encouraged the Council to think outside the box.
- Greg Shelton, Porterville, thanked Council for adopting the cannabis ordinances and for the Second Reading of said ordinance; inquired about timeline; and invited the Council to view the model homes for possible use as transitional housing.
- Charles Woody, Lemon Cove, suggested that the Council allow three recreational dispensaries with each also having a medical license.

CONSENT CALENDAR

Council Member Reyes stated that he had a financial conflict of interest pertaining to Item No. 14 and as such would be abstaining from voting on the item.

City Manager Lollis indicated that the recommendation for Item No. 7 be amended to authorize the closure for a date to be determined upon scheduling of the broadcast, and Mayor Flores requested that Item No. 17 be pulled for discussion.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Council Member A. Monte Reyes that the City Council approve Items Nos. 1 through 16, with the noted abstention of Council Member Reyes on Item No. 14. The motion carried unanimously.

1. PURCHASE OF POLICE RADIOS FOR DUI TRAILER/COMMAND POST

Recommendation: That the City Council:

1. Authorize Police Department Staff to purchase (3) Motorola APX 4500 radios with associated installation components per listed specifications;

and
2. Authorize payment upon satisfactory delivery of the radios and associated equipment.

Documentation: M.O. 01-050719
Disposition: Approved.

2. PURCHASE OF SIXTEEN (16) PORTABLE MOTOROLA APX6000 HANDHELD RADIOS

Recommendation: That the City Council;
1. Authorize Department staff to negotiate the purchase of sixteen (16) Motorola APX6000 handheld radios from J's Communications; and
2. Authorize payment upon receipt of radios.

Documentation: M.O. 02-050719
Disposition: Approved.

3. PURCHASE OF REAL PROPERTY ASSESSOR PARCEL NUMBERS 253-050-093 AND 253-050-089

Recommendation: That the City Council adopt the Draft Resolution approving the purchase of APN 253-050-093 and 253-050-089; and authorize the Mayor and City Manager to sign all documents necessary to complete the purchase.

Documentation: Resolution No. 19-2019
Disposition: Approved.

4. AUTHORIZATION TO AWARD FREEDOM FEST FIREWORKS CONTRACT

Recommendation: That the City Council authorize progress payments up to 100% of the contract amount to Fireworks & Stage FX America, Inc., as well as the contract provisions subject to the City Attorney's approval.

Documentation: M.O. 03-050719
Disposition: Approved.

5. HENRY HOUSE PROPERTY IMPROVEMENTS BUDGET APPROPRIATION

Recommendation: That City Council direct the Finance Director to appropriate funds in the amount of $24,900 from the Henry House insurance proceeds for this project.

Documentation: M.O. 04-050719
Disposition: Approved.

6. AUTHORIZATION TO DISTRIBUTE REQUEST FOR PROPOSALS FOR CONSULTING SERVICES FOR THE FIVE-YEAR CONSOLIDATED PLAN

Recommendation: That the City Council authorize staff to distribute a Request for Proposals for Consulting Services to update the City of Porterville's CDBG Consolidated Plan.

Documentation: M.O. 05-050719
Disposition: Approved.

7. AUTHORIZATION OF STREET CLOSURE FOR "GREAT DAY" BROADCAST

Recommendation: That the City Council authorize the street closure of Cleveland Avenue between Main Street and Second Street for a date to be determined upon scheduling of the broadcast, from 3:00 AM to 11:00 AM.

Documentation: M.O. 06-050719
Disposition: Approved.

8. AUTHORIZATION TO PARTNER WITH THE TULE RIVER TRIBE TO PROVIDE TRIBAL TRANSIT SERVICES ON THE TULE RIVER RESERVATION

Recommendation: That the City Council authorize staff to work with the Tule River Tribe on the development and implementation of a Tribal Transit Program on the Tule River Reservation.

Documentation: M.O. 07-050719
Disposition: Approved.

9. AUTHORIZATION TO FILE APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FEDERAL FINANCIAL ASSISTANCE

Recommendation: That the City Council adopt the Draft Resolution authorizing the filing of applications with the Federal Transit Administration for federal financial assistance.

Documentation: Resolution No. 20-2019
Disposition: Approved.

10. ASSIGNMENT OF AIRPORT LEASE - LOT 32C

Recommendation: That the City Council approve the Assignment of the Airport Lease for Lot 32C between the City of Porterville and Ms. Pamela D. Hughes, Trustee of the William E. Parham Irrevocable Trust u/t/d July 29, 2013, to Mr. Mike Quatacker; and authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

Documentation: M.O. 08-050719
Disposition: Approved.

11. QUARTERLY PORTFOLIO SUMMARY

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

Documentation: M.O. 09-050719
Disposition: Approved.

12. FINANCIAL STATUS REPORTS

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

Documentation: M.O. 10-050719
Disposition: Approved.

13. REQUEST FOR PROCLAMATION - LETTER CARRIERS' FOOD DRIVE DAY - MAY 11, 2019

Recommendation: That the City Council consider approval of the request to proclaim May 11, 2019, as "Letter Carriers' Food Drive Day."

Documentation: M.O. 11-050719
Disposition: Approved.

14. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - 2019 KJUG CONCERT SERIES - MAY 16, 2019, JULY 9, 2019, AUGUST TBD, 2019

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from the Porterville Chamber of Commerce subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

Documentation: M.O. 12-050719
Disposition: Approved.

15. APPROVAL FOR COMMUNITY CIVIC EVENT - TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR - PORTERVILLE FAIR - MAY 15 - 19, 2019

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from the Tulare County Jr. Livestock Show and Community Fair, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 13-050719
Disposition: Approved.

16. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

Documentation: M.O. 14-050719
Disposition: Approved.

17. REQUEST FOR PROCLAMATION - HARVEY MILK DAY - MAY 22, 2019

Recommendation: That the City Council consider approval of the request to proclaim May 22, 2019, as "Harvey Milk Day," as amended to replace the word "urge" with "encourage."

Documentation: M.O. 18-050719
Disposition: Approved, as amended.

SECOND READINGS

18. SECOND READING - ORDINANCE 1853 - CANNABIS BUSINESS REGULATIONS

Recommendation: That the Council give Second Reading to Ordinance No. 1853, waive further reading, and adopt said ordinance.

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

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Council Member A. Monte Reyes that the City Council give Second Reading to Ordinance No. 1853, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 15, ARTICLE VII OF THE PORTERVILLE MUNICIPAL CODE "MEDICAL MARIJUANA DISPENSARIES," RENAMING THE ARTICLE "CANNABIS DISPENSARIES," ALLOWING

CANNABIS DISPENSARY BUSINESSES AND ESTABLISHING PERMITTING PROCEDURES AND REGULATIONS, waive further reading, and adopt said ordinance.

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

The ordinance was read by title only.

Documentation: Ordinance No. 1853
Disposition: Approved.

19. SECOND READING - ORDINANCE 1854 - CANNABIS LAND USES AND COMMERCIAL CANNABIS ACTIVITIES

Recommendation: That the Council give Second Reading to Ordinance No. 1854, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Council Member A. Monte Reyes that the City Council give Second Reading to Ordinance No. 1854, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 21 (DEVELOPMENT CODE) OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING CANNABIS LAND USE, waive further reading, and adopt said Ordinance.

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

The ordinance was read by title only.

Documentation: Ordinance No. 1854
Disposition: Approved.

20. SECOND READING - ORDINANCE 1855 - PERSONAL CANNABIS ACTIVITIES

Recommendation: That the Council give Second Reading to Ordinance No. 1855, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Council Member A. Monte Reyes that the City Council give Second Reading to Ordinance No 1855, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING ARTICLE XI TO CHAPTER 18 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING PERSONAL (NON-COMMERCIAL) CANNABIS ACTIVITIES INCLUDING DRYING, HARVESTING, PROCESSING, SMOKING, AND USE, waive further reading, and adopt said ordinance.

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

The ordinance was read by title only.

Documentation: Ordinance No. 1855
Disposition: Approved.

Mayor Flores read and presented the Letter Carriers' Food Drive Day proclamation.

SCHEDULED MATTERS

21. CONSIDERATION OF SUBORDINATION AND AMENDMENT TO LOAN AGREEMENT WITH CORNERSTONE MAIN PARTNERS, L.P.

Recommendation: That the City Council:

1. Approve the proposed Amendment to Loan Agreement between the City of Porterville and Cornerstone Main Partners, L.P., Amendment to the Promissory Note Secured by Deed of Trust, and the Amended and Restated Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents; and
2. Approve the Subordination and Intercreditor Agreement with Cornerstone Main Partners, L.P., and the primary lender Wells Fargo Trust Company, N.A.

City Manager Lollis introduced the item, and Economic Development and Housing Manager Jason Ridenour presented the staff report.

COUNCIL ACTION: MOVED by Council Member A. Monte Reyes, SECONDED by Council Member Daniel Peñaloza that the City Council approve the proposed Amendment to Loan Agreement Between the City of Porterville and Cornerstone Main Partners, L.P., Amendment to the Promissory Note Secured By Deed of Trust, and the Amended and

Restated Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Rents, and approve the Subordination and Intercreditor Agreement with Cornerstone Main Partners, L.P., and the primary lender Wells Fargo Trust Company, N.A. The motion carried unanimously.

Documentation: M.O. 15-050719
Disposition: Approved.

22. CONSIDERATION TO APPLY FOR FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION'S (FTA'S) LOW OR NO EMISSION GRANT PROGRAM, APPROPRIATION OF LOCAL FINANCIAL COMMITMENT, AND TRANSIT FLEET MANAGEMENT PLAN

Recommendation: That the City Council:

1. Approve the Draft Resolution authorizing staff to submit an application for funding to the Federal Transit Administration's FY 2019 Low or No Emission Grant Program;
2. Approve the Draft Resolution appropriating a local financial commitment, not to exceed $600,000, for the FY 2019 Low or No Emission Grant Program; and
3. Approve the draft Transit Fleet Management Plan.

City Manager Lollis introduced the item, and Transit Manager Rich Tree presented the staff report. Staff addressed questions regarding grant application efforts and potential partners.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Mayor Martha A. Flores that the City Council approve the draft Resolution authorizing staff to submit an application for funding to the Federal Transit Administration's FY 2019 Low or No Emission Grant Program, the draft Resolution appropriating a local financial commitment, not to exceed $600,000, for the FY 2019 Low or No Emission Grant Program, and the draft Transit Fleet Management Plan. The motion carried unanimously.

Documentation: Resolution No. 21-2019; Resolution No. 22-2019; and M.O. 16-050719
Disposition: Approved.

23. CONSIDER A RESOLUTION OF SUPPORT FOR THE STATE'S SAFE AND AFFORDABLE DRINKING WATER FUND PROPOSAL

Recommendation: That the City Council consider the Draft Resolution of Support for the State's Safe and Affordable Drinking Water Fund Proposal.

City Manager Lollis introduced the item, and Council Member Peñaloza spoke briefly about the item which he had requested the Council consider. At the Mayor's request, Mr. Lollis provided additional background.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Council Member Daniel Peñaloza that the City Council approve the draft Resolution of Support for the State's Safe and Affordable Drinking Water Fund Proposal. The motion carried unanimously.

Documentation: Resolution No. 23-2019
Disposition: Approved.

24. CONSIDER A RESOLUTION OF SUPPORT FOR H.R. 6: AMERICAN DREAM AND PROMISE ACT OF 2019

Recommendation: That the City Council consider the Draft Resolution of Support for H.R. 6, "American Dream and Promise Act of 2019."

City Manager Lollis introduced the item. Council Member Peñaloza spoke of the item which he had requested be considered by the Council and addressed questions regarding Deferred Action for Childhood Arrivals.

Mayor Flores noted that the resolution language was not prepared by staff or legal counsel, and requested that the wording be softened to avoid calling out individuals. In response, Council Member Reyes volunteered to work with Council Member Peñaloza on amending the language.

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Council Member A. Monte Reyes that the item be brought back to allow for Council Members Peñaloza and Reyes to work on re-wording of the draft resolution with support from staff. The motion carried unanimously.

Documentation: M.O. 17-050719
Disposition: Item to be brought back for consideration.

25. CONSIDER A RESOLUTION OF SUPPORT FOR ASSEMBLY BILL 274 (MATHIS); WATER TREATMENT FACILITY: STATE WATER RESOURCES CONTROL BOARD: GRANT

Recommendation: That the City Council consider the Draft Resolution of Support for Assembly Bill 274 (Mathis).

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

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Mayor Martha A. Flores that the City Council approve the Resolution of

Support for Assembly Bill 274 (Mathis). The motion carried unanimously.

Documentation: Resolution No. 24-2019
Disposition: Approved.

26. CONSIDER A RESOLUTION OF SUPPORT FOR SENATE BILL 559 (HURTADO); DEPARTMENT OF WATER RESOURCES: GRANT: FRIANT-KERN CANAL

Recommendation: That the City Council a Draft Resolution of Support for Senate Bill 559 (Hurtado).

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

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Council Member A. Monte Reyes that the City Council approve the Resolution of Support for Senate Bill 559 (Hurtado). The motion carried unanimously.

Documentation: Resolution No. 25-2019
Disposition: Approved.

27. CONSIDER A RESOLUTION OF SUPPORT FOR THE 2020 CENSUS

Recommendation: That the City Council consider the Draft Resolution of Support for the 2020 Census.

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

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Council Member Milt Stowe that the City Council approve the Resolution of Support for the 2020 Census. The motion carried unanimously.

Documentation: Resolution No. 26-2019
Disposition: Approved.

28. RECEIPT OF LETTER OF RESIGNATION FROM VICE MAYOR WARD AND CONSIDERATION OF OPTIONS TO FILL VACANCY

Recommendation: That the City Council provide direction on the process to fill the Council seat to be vacated by Vice Mayor Brian Ward, for a term to expire in November 2020.

City Manager Lollis introduced the item and presented the staff report. Discussion followed, during which the Council agreed to the appointment of a District 5 resident and a transparent application process to include a public hearing. Staff was directed to bring back an item that would provide logistical details based on the Council's discussion.

Documentation: None
Disposition: Direction given.

ORAL COMMUNICATIONS

- John Coffee, Porterville, stated he hoped the City would develop a method to commend those for weed abatement efforts; and complimented the Sikh Center in Porterville on North Grand.
- Brock Neeley, Porterville, provided information about Harvey Milk Day.

OTHER MATTERS

- Council Member Reyes stated that he was glad to be back in Porterville after his recent trip.
- Council Member Stowe stated that he attended the Rotary Cancer Run, and noted that Council Member Peñaloza was also in attendance. He then presented Council Member Peñaloza with a medal for 1st place in his age division.
- Council Member Peñaloza congratulated Council Member Stowe for being an honoree for the Cancer Run, and stated that he prayed for his health and wellness; congratulated CHMA for a successful Cinco de Mayo parade and festivities; and extended an invitation to an upcoming teacher appreciation dinner.
- Mayor Flores stated that she attended the drug court graduation in Visalia, Arbor Day Event, Housing Fair, Iris Festival, a Social Media Webinar, Ed Flory's Memorial Building dedication, Porterville Prayer Breakfast, and Cinco De Mayo Parade; congratulated two new police officers; and shared that her youngest grandson had completed his confirmation.
- City Manager Lollis spoke of an upcoming Step-Up event on Friday and commended Police Department staff for the donation of motion sensor lights to be given away at said event; noted that Fair week was coming up and expressed his appreciation to City staff who had volunteered to work the City's booth; spoke of the upcoming KJUG concert; and announced that Fernando Gabriel- Moraga would be taking on the position of Deputy City Clerk and Luisa Zavala had accepted a position in the Community Development Department. He thanked Ms. Zavala for her many years of service to the City and the City Council as Deputy City Clerk.

CLOSED SESSION

The Council reconvened in Closed Session at 8:47 p.m. Reportable action took place regarding A- 4 as follows:

A-4. On a MOTION made by Mayor Martha A. Flores, and SECONDED by Council Member Milt Stowe the City Council unanimously rejected the claim filed by Caprina Lange.

Documentation: M.O. 19-050719
Disposition: Claim rejected.

ADJOURNMENT

The Council adjourned at 9:50 p.m. to the meeting of May 21, 2019.

_____

Fernando Gabriel-Moraga,
Acting Deputy City Clerk

SEAL

_____

Martha A. Flores, Mayor

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Authorization to Repair Police Department Tactical Robot

SOURCE: Police

COMMENT: In 2013, the Porterville Police Department purchased an Avatar II Tactical Robot from RoboteX Technology Solutions. The Department's Special Weapons and Tactics team has used this robot during several critical incidents. The use of the robot in these tactical incidents has saved time, but primarily reduces the need for placing Officers in harms way by reducing circumstances wherein the Officers need to physically search for an armed or dangerous suspects in a concealed area. The use of a tactical robot can search almost any area an Officer can, with the Officer(s) viewing from a safe location on a handheld view finder.

During a recent Department training session, the SWAT Commander found that the pan/tilt camera on the robot was not working properly and there was condensation within the camera housing. The robot was sent to RoboteX Technology Solutions, who is the sole source provider and maker of the Avatar Tactical Robots. In an evaluation by their staff, it was determined that the external housing was cracked and that moisture had penetrated and damaged the internal camera. The vendor said the entire housing and camera should be replaced. The vendor provided a quote for the repairs of $4,930, and estimated tax of $456.02.

Because the Avatar II Tactical Robot is only made by RoboteX Technology Solutions and is a sole source item, Department staff requests City Council's approval to conduct the repairs by the vendor in accordance with the City's Purchasing Policy & Procedure Manual, as amended by Resolution No. 122-87, adopted by Council on October 20, 1987.

The source of funds for the repairs are currently available from the Police Department's General Fund budget.

RECOMMENDATION: That the City Council:

1) Authorize the repair of the Police Department's Avatar II Tactical Robot by RoboteX; and

2) Authorize payment upon satisfactory completion of the repair.

ATTACHMENTS: 1. Porterville PD CA replacement PTZ quote 7-2-19

Appropriated/Funded: MB

Review By:

Department Director:
Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

Sales Quote

ROBOTEX
robot technology solutions
300 S Washington St, Jerseyville IL, 62052

Page No.:	Page 1 of 1
Quote No.:	833
Quote Date:	07/02/19
Due Date:	08/02/19
Customer Name:	Porterville Police Department CA

BILL TO

350 N D St

Porterville CA 93257
USA

SHIP TO

350 N D St

Porterville CA 93257
USA

Sales Employee: Kyle Lucas
Contact Name: Brian Nix

Ship Via: Fedex Ground
Terms: 100% before return to customer

Item No.	Description	Quantity	Discount %	Unit Price	Total
D002A	Pan-Tilt-Zoom Camera (PTZ)	1.000	0.000	4,900.0000	$ 4,900.00

Subtotal	$ 4,900.00
Discount	
Shipping	$ 30.00
Tax	
Total Order Value	**$ 4,930.00**

RoboteX, Inc. products may be shipped by third party vendors. Customer information and technical data (e.g. recorded audio and video) could be made available and accessible by and to those vendors.

The sales quote provided herein sall be valid for thirty (30)days from the "Quote Date" Set forth above. All prices in USD. All New Orders, unless otherwise specified, will ship out no more than niety (90) days after receipt of purchase order. All International Orders, unless otherwise specified, will not ship until receipt of payment.

Customer acknowledges and agrees that it shall: (i) use all products acquired from RoboteX, Inc. ("RoboteX") in compliance with all applicable laws, statutes, rules, regulations, orders and restrictions, and that it will not resell or otherwise transfer or convey any products acquired from RoboteX to any third party without the prior express written consent of RoboteX; and (ii) be responsible for all applicable (a) taxes, duties, tariffs and the like and (b) shipping charges for all out of warranty repairs or ANY shipments outside the contiguous United States (which for the avoidance of doubt shall exclude Alaska and hawaii and all offshore U.S. territories and possessions)

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Authorization to Purchase by Negotiation Equipment Scheduled for Replacement

SOURCE: Finance

COMMENT: In accordance with the City's Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87 adopted by City Council on October 20, 1987, staff hereby requests approval to begin negotiations for the purchase of the following equipment scheduled for replacement in FY2019-2020, for the various departments:

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Fire	Firefighting & rescue equipment	$ 60,000
	Misc station & grounds	$ 60,000
Police	Pickup (Animal Control)	$ 60,000
Finance - IT	Misc computer equipment	$ 40,000
Public Works	Walk behind striper	$ 17,000
	Paint shaker	$ 10,000
Parks Maintenance	Mower	$ 104,000
	Mower (Sports Complex)	$ 8,000
Golf Course	Golf carts	$ 11,500
	Greens aerator	$ 30,000
	Top dresser	$ 10,000
Water	Miscellaneous electronics	$ 5,000
	Tractor	$ 70,000
	Chlorine station upgrade	$ 220,000
	Pickup (meter reading)	$ 28,000
Solid Waste	1-ton pickup with liftgate	$ 60,000
	Automated containers	$ 250,000

	Commercial bins & roll-off containers	$ 100,000
Equipment Maintenance	SUV	$ 45,000
	Pressure washer	$ 15,000
Sewer	Pickup	$ 28,000
	Sewer camera van	$ 250,000
	6" emergency pump	$ 60,000

Funds for the purchase of these equipment items are available in the Equipment Replacement Funds as approved in the FY2019-2020 budget.

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

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Authorization to Advertise for Bids - Three (3) Compressed Natural Gas (CNG) Refuse Vehicles

SOURCE: Public Works

COMMENT: Caltrans has authorized the City to advertise for the purchase of three (3) CNG refuse vehicles. The project is funded by a Congestion Mitigation & Air Quality (CMAQ) grant and programmed for this fiscal year. The CMAQ grant, in the amount of $906,000, is a federal grant that must be matched with local funds. The federal share is $801,000. The Engineer's estimate of probable cost for the three (3) CNG refuse vehicles is $906,000.

Funding for the project was approved in the 2019/2020 annual budget. The local match in the amount of $105,000 will be funded from the Solid Waste Reserve Fund.

RECOMMENDATION: That the City Council:

1. Approve Staff's recommended vehicle specifications; and
2. Authorize Staff to advertise for three (3) CNG refuse vehicles.

ATTACHMENTS: 1. CNG Refuse Vehicle Specifications

Appropriated/Funded: MB

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
STATE OF CALIFORNIA
NOTICE INVITING SEALED BIDS
BID NO. 18/19-EQXXXX

The City of Porterville, CA, will receive sealed bids in the Office of the Purchasing Agent, 291 N. Main St., Porterville, CA 93257, until **2:30 p.m., TBD**, at which time said bids will be opened and read aloud for providing:

CNG POWERED REFUSE COLLECTION TRUCKS

Instructions to bidder, specifications and proposal forms may be inspected and obtained in the Office of the Purchasing Agent, 291 N. Main Street, Porterville, CA, 93257. No bid will be received unless it is made on a proposal form furnished by the Purchasing Agent.

Any bidder is welcome to discuss their products and/or exceptions to the City's written specifications prior to the opening date; **however**, all bid proposals must be in written form and include the specifications of those items offered. Should it be more favorable to the City, the right is retained by the City to waive any part of its own written specifications and/or those alternate specifications submitted as a bid.

Bids will be evaluated on the suitability to required use, and price of equipment. The City retains the right to reject any or all bids, to waive any informality or irregularity and to sit and act as sole judge of the merit and qualifications of each product offered, and to award in any manner which is more favorable to the City. The City reserves the right to award contract to one vendor only or to make individual contract awards based on equipment type, as best serves the interest of the City.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, age, sexual orientation, or religion in any consideration leading to the award of contract.

Dated at Porterville, California, this **TBD.**

By_____
Maria Bemis Purchasing Agent
City of Porterville, California

First Publication: **TBD**
Second Publication: **TBD**

INSTRUCTIONS TO BIDDERS
CNG POWERED REFUSE COLLECTION TRUCKS
BID NO. 18/19-EQXXXX

1. All information requested of the contractor shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.

2. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

3. Corrections and/or modifications received after the closing time specified will not be accepted.

4. Bids will not be accepted unless signed in ink (not typed) in the appropriate space (s) by an authorized officer or employee of the bidder.

5. Bids must be submitted by the closing date, or prior to the time specified, to be considered. Telephone or facsimile bids will not be accepted.

6. It is the sole responsibility of the bidder to see that their bid is submitted at the proper time. Postal delivery to Porterville may take one week or longer. Any bids received after the closing date shall be returned, unopened, to the bidder.

7. Submit bid only in a sealed envelope with the bid number and closing date on the outside of the envelope.

8. Prices submitted by contractor are considered accurate and cannot be withdrawn after the bid is closed.

9. Upon submission of bid documents, all such documents shall become the property of the City of Porterville.

10. Provide any other information not specifically requested which may be considered by the Purchasing Agent; however, the Purchasing Agent is not obligated to consider any information not specifically requested in this solicitation.

11. The City shall not be responsible for any error or omission in the bid proposal.

12. The words “Bidder,” “Vendor,” Supplier,” and “Contractor” are used interchangeably throughout this solicitation, and are used in place of the person, firm, or corporation submitting a bid on these specifications, or any part thereof.

GENERAL CONDITIONS
CNG POWERED REFUSE COLLECTION TRUCKS
BID NO. 18/19-EQXXXX

The City of Porterville is requesting sealed bids for providing two (2) Front Load CNG Refuse Trucks and one (1) Side Load CNG Refuse Truck. Proposals are to be submitted on the form provided, and returned to the Purchasing Agent, 291 N. Main St., Porterville, CA 93257, **on or before 2:30 p.m., TBD.**

INFORMATION

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

Any revisions to the bid will be issued and distributed as Addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to the bid.

Successful bidder will be encouraged to extend the terms, conditions and pricing and provide all services of the resulting contract to other governmental entities upon request. Such participation by governmental entities other than the City of Porterville will be directly with the vendor and all purchases shall be made in the participating entity's name, making payments directly to the vendor.

LICENSING

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

EVALUATION AND AWARD

The City of Porterville reserves the right to reject any or all bids; to waive any irregularities or informalities in any bid or the bidding process. The City retains the right to combine various bid items; to purchase separate items from any bid when price and terms quoted are more favorable to the City; and to make a final selection and award for any other reason deemed to be in the best interests of the City of Porterville. The Purchasing Agent shall, in all instances, be the final judge in evaluation and award of any contracts resulting from this solicitation.

Award of contract, if it be awarded, will be to the lowest responsible bidder whose bid best complies with all the requirements described. The award, if made, will be made within sixty (60) days after the opening of the bids. Bidder agrees and so stipulates in submitting this bid, as though stated therein, and in any subsequent award of contract, that:

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

B. Contract, should it be awarded, shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

C. Should Contractor be awarded contract, Contractor shall not assign contract, or any part thereof, or any monies due or to become due there under without prior consent of the City.

D. Contractor shall indemnify and hold harmless the City, its officers, officials, employees and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the Contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

E. Contractor shall hold the City harmless from liability of any nature or kind including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

F. Contractor warrants that no gratuities in any form, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the City in procuring in open market any items which the vendor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

G. Contract shall be in the form of a City of Porterville Purchase Order and attachments of Notice to Bidders, General Conditions, Instructions to Bidders, Specifications, and Bid Proposal, shall be a part thereof as though set forth therein.

TAXES, DELIVERY AND APPLICABLE CHARGES

Required taxes, delivery cost and any and all other applicable charges must be included in the bid. The City **is not exempt** from California Sales Tax. The City **is exempt** from paying Federal Excise Taxes. Federal taxes are not to be included in the prices quoted in the bid.

COMPLIANCE AND EXCEPTIONS

Failure on the part of the bidder to comply with all requirements and conditions of the Invitation for Bid and this specification may subject the bid to rejection. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder as an exception with a detailed statement completely defining the exception(s). The manufacturer's name, product brand name, and catalog or part number must be shown on the bid in the designated places. However, that information in itself is not sufficient evidence that the bidder is making an exception. If no exceptions or deviations are shown, the bidder will be required to furnish equipment exactly as specified herein. The burden of compliance with this specification will be the responsibility of the bidder. Any bid exceptions or additional conditions requested after the bid closing, which are not detailed within the bid response, will automatically be denied.

INSPECTION

The City will have ten (10) days to inspect equipment for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. If deficiencies are detected, the equipment will be rejected and the vendor will be required to make necessary repairs, adjustments, or replacements. Payment and/or commencement of a discount period, if applicable, will not be made until the defects are corrected and the equipment re-inspected and accepted.

LEGAL REQUIREMENTS

The equipment in all respects shall meet or exceed any and all applicable requirements of Federal Government Safety Standards, the California Administrative Code, the Health and Safety Code, the San Joaquin Valley Air Pollution Control District and the California Air Resources Board.

EQUIPMENT LICENSING

The dealer will either register the vehicles for the City of Porterville with California exempt fee license plates, or provide the City with a Statement of Origin or other documents necessary to enable the Purchasing Agent to register the vehicles.

EQUIPMENT DEMONSTRATION AND TESTING

The City reserves the right to have equipment demonstration and testing at City site prior to award of contract. Demonstration and testing, if required, are to be at bidder's expense.

MANUFACTURER'S SPECIFICATIONS

Bidder shall submit specification literature with bid proposal.

QUANTITIES

The City anticipates purchasing three (3) trucks, total, as requested in the Bid Proposal form included in this solicitation document; however, the City reserves the right to increase or decrease quantities based on circumstances and availability of funds.

PARTS AVAILABILITY & PRICING

Bidder shall guarantee that parts not available in the after market will be available from the dealer over the estimated five (5) year life of the equipment offered. Bidder/dealer will also provide price list(s) for commonly purchased parts and state dealer cost plus percentage to the City on Bid Proposal Form. Cost plus percentage to remain the same for the estimated five (5) year life of the equipment. It is understood by City and dealer that future parts purchased are not limited to the list(s) provided, and that Manufacturer's price increases shall be passed on to City.

PAYMENT & DISCOUNT

The City of Porterville issues Accounts Payable checks three (3) times each month: on the 10th, the last business day of the month, and one check run between the two dates. Trade discounts, if given, that allow for due dates ten (10) days or greater after acceptance of equipment will be considered in price evaluations.

SPECIFICATIONS
CNG POWERED REFUSE COLLECTION TRUCKS
BID NO. 18/19-EQXXXX

GENERAL SPECIFICATIONS

The following Detailed Specifications are the City of Porterville's minimum requirements for CNG refuse trucks. The City anticipates purchasing two (2) CNG powered front load trucks and one (1) CNG powered side load refuse truck with this solicitation. The specifications are not intended to be restrictive but descriptive of the type and quality the City of Porterville desires to purchase. Bids for similar items of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model including a detailed listing of its specifications.

The equipment shall be new, unused, **2019 or current model year** production commercial refuse collection trucks. It is the intent of these specifications to describe a commercial, front load and side load refuse collection body and truck chassis to make a complete working truck. All parts not specifically mentioned herein, which are necessary to provide a complete unit shall be included and shall conform in strength and quality of material and workmanship according to the industry standard and not less than these specifications.

Exceptions to the specifications, if taken and fully explained to the satisfaction of the City of Porterville's Shop Superintendent, will not be cause for rejection if it is felt to be in the best interest of the City. Failure to mention any deviation to these specifications will under no circumstances relieve the manufacturer from conforming to said specifications.

LITERATURE

Manufacturer's descriptive literature/specifications are to be included with the bid.

DELIVERY

Bidders shall state delivery as the number of calendar days after receipt of order (ARO).

WARRANTY

Bidders shall state warranty terms and conditions of both the truck chassis and collection body in the space provided, and provide a copy of the manufacturers' warranties with the bid.

TRAINING

Upon delivery, or within one (1) week after delivery of one (1) of the front load refuse trucks and one (1) of the side load refuse trucks to the City, the successful bidder shall, at the City's option, provide training for Shop Maintenance and Solid Waste Division personnel pertaining to the use, maintenance and repair of these refuse collection trucks. The training shall be provided at the City's Corporation Yard and Maintenance Shop facility. This training shall be coordinated with

the City's Shop Superintendent at least two (2) weeks prior to delivery of the equipment. There shall be no additional charges for providing this training.

MANUALS

One (1) set of all relevant manuals shall be delivered to the City, including but not necessarily limited to, chassis and drive train operator's manual, collection body operator's manual, chassis parts manual and collection body parts manual.

BID PROPOSAL

Each bidder's proposal shall clearly state the total price, make and model, and terms of payment. All bids must remain firm for sixty (60) days and must be signed by a duly authorized representative of the bidding company.

ACCEPTANCE OF BIDS

The City of Porterville reserves the right to reject any or all bids and to accept the bid or bids that in its opinion best meets the requirements outlined herein.

BID SUBMISSION INSTRUCTIONS

Prior to the bid submittal time, bidders shall complete and return, as instructed herein, the **DETAILED SPECIFICATIONS** and **BID PROPOSAL,** together with all other requirements, in a sealed envelope clearly marked **"BID NO. BID NO. 18/19-EQXXXX CNG POWERED REFUSE COLLECTION TRUCKS." A duplicate set of Detailed Specifications and Bid Proposal is included for bidders' convenience.**

DETAILED SPECIFICATIONS
CNG POWERED FRONT LOAD REFUSE TRUCK

The following are the City of Porterville's minimum specifications for Compressed Natural Gas (CNG) powered **front load** refuse collection trucks. The City anticipates purchasing two (2) trucks with this solicitation. **Bidders must complete and return these specifications with their bid.**

Specification	Specify
1. **General specifications:** Truck shall be a front loader refuse collection, cab-over engine design, 4-axle configuration, with self-steering, auto-lift in reverse, single wheel tag axle equipped for **LEFT HAND DRIVE/OPERATION.**	_____
2. **Frame/Cross Members:** The frame shall be heavy duty, designed and built for severe service application. RBM of 1,890,000 lbs/inch per rail. Cross members shall be of sufficient number, location, and material composition to prevent detrimental frame twisting.	_____
3. **Cab Exterior:** Shall be cab-over engine design that tilts forward for engine access.	_____
4. **Cab Tilt:** Shall be electrical-powered hydraulic pump or air assist to tilt the cab, as well as manually operable.	_____
5. **Bumper:** Front bumper shall be painted steel	_____
6. **Tow hooks:** Two (2) tow hooks shall be frame mounted, (front).	_____
7. **Windows:** Factory tint on front & side glass, rear glass to be clear. Shall include sunvisors on both sides.	_____
8. **Doors:** Cab shall be equipped with standard one piece, front hinged doors with electric powered roll up windows.	_____

9. **Assist handles:** Grab handles shall be provided on both sides of cab to assist entry and exit. _____

10. **Dome lights:** Shall be activated from switches on both doors. _____

11. **Mirrors:** Two stainless steel, West-Coast type, one on each side, two 8 inch convex, one each side _____

12. **Seats:** Two person configuration, with air suspension seat for driver and standard seat for front passenger. _____

13. **Gauges:** Minimum to include- road speed, engine speed, hour meter, oil pressure, engine coolant temp., transmission temperature, voltmeter, dual air pressure, and fuel level. _____

14. **Air Conditioning:** Factory-equipped, recirculating, heating/air conditioning system. _____

15. **Windshield wipers:** Dual electric or air-operated, intermittent/variable speed windshield wipers with washer function. _____

16. **Radio:** AM/FM radio _____

17. **Seat belts:** 3-point driver's and passenger's seat belts with retractors for all seats. _____

18. **Emergency supplies:** One (1), twenty (20) lb. ABC approved fire extinguisher and mounting bracket, mounted to the curb side of vehicle on the outside of the truck, one (1) set of triangle reflectors. _____

19A. **Engine:** Minimum shall be Cummins ISL-G, spark-ignited, natural gas engine rated at a minimum of 320 horsepower and 1000 ft lbs torque with compressed natural gas fuel system installed. System shall include a minimum 70 diesel gallon equivalent of CNG storage, electronic control unit, fuel regulators, and all parts required for a complete installation. The completed system shall be CARB-certified. _____

Specification	Specify
19B. The engine shall have a road-speed limit set for a maximum 58 mph. The City requires that a methane detection system shall provide warning to the operator if methane gas is present within the cab or engine compartment area. The system shall meet or exceed all applicable governmental standards for such systems when installed on refuse collection vehicles.	_____
20A. **CNG storage tanks:** Shall have a minimum service life of 15 years, and shall be protected from damage. All components used to modify the power train and fuel systems shall conform to the current applicable National Fire Protection Association (NFPA) standards and shall be engineered and certified for the specific fuel type. The CNG system will be designed to the current regulations, safety, reliability and longevity of FMVSS-304, ANSI NGV3.1 (NGV-2) and NFPA-52 regulations/codes.	_____
20B. System shall have two NGV-1 fill valves rated at 3,600 psi. OPW LB-36 fill valves or equal. One fill receptacle will be mounted on the fuel management module and a second on the left front bumper. Both receptacles shall be equipped with ignition interrupt circuits. An auxiliary fuel gauge shall be mounted in the dash area of the driver's side driven by a transducer located on the high pressure side of the fuel system.	_____
21. **Engine Protection:** Shall be equipped with an on-board, electronic, diagnostic and operational monitoring system. The system shall, at minimum, provide engine protection, operator notification, and shutdown in the event of loss of oil pressure, low coolant level, and high coolant temperature.	_____

Specification	Specify
22. **Cooling system:** Radiator shall be equipped with an opening for a crankshaft-driven PTO shaft. Shall be capable of sufficiently cooling engine with vehicle fully loaded at an ambient temperature of 115 degrees F. Shall also include an automatic fan clutch, silicone radiator coolant and heater hoses, or approved equal, and extended life coolant.	_____
23. **Electrical system:** Shall have a 12 volt electrical system, with 12 volt starting and charging systems.	_____
24. **Charging system:** Shall be equipped with a 12 volt, minimum 130 amp rated size alternator	_____
25. **Batteries:** Shall be Group 31 maintenance free and of sufficient number to have a minimum CCA rating as required by the engine mfr. to start the furnished engine at 10 degrees F, and include a battery shut-off switch installed in the ground circuit.	_____
26. **Electrical wiring:** Shall be multi-stranded, low voltage insulated automotive type, and routed in protective harnesses. Where harnesses pass through metal structures, rubber or silicone grommets shall be used to protect the integrity of the harnesses.	_____
27. **Starter:** Shall be 12 volt rated, electric type, properly sized to crank and start the engine furnished in temperatures down to 10 degrees F.	_____
28A. **Lighting:** Shall be equipped with all necessary lights for compliance with all State and Federal regulations, including 4 red rear lights for stop/turn, 2 clear lights for back up, and flashing rear amber warning lights. The rear amber flashing lights shall comply with Vehicle Code 25280.	_____

Specification	Specify
28B. **Lighting cont'd**: Shall be equipped with L.E.D. rear turn signal flashers, brake lights, and warning flashers for long life and reliability. Shall also include front mounted fog lamps.	_____
28C. Shall be equipped with a back-up alarm and reverse motion sensor.	_____
29. **Cab:** Shall be equipped for **LEFT-HAND DRIVE** and operation.	_____
30. **Transmission:** Shall be Allison RDS 6-speed 4500 or approved equal.	_____
31. **Transmission cooling:** Shall be in accordance with Allison Transmission recommendations for ambient temperatures from 10 degrees F to 115 degrees F. A transmission oil temperature gauge with warning light and buzzer shall be installed.	_____
32. **Front axle:** Shall have a minimum rated capacity of 20,000 lbs.	_____
33. **Front suspension:** Front springs shall be taper or multi-leaf type and have a minimum capacity of 18,000 lbs, less any unsprung weight. Front axle shall be equipped with premium, long-life shock absorbers rated for the axle provided.	_____
34. **Front brakes:** Shall be air-operated drum type. Shall be minimum 16.5" x 6" size, Meritor Q-plus, or Eaton, or approved equal, S-cam type with non-asbestos brake lining and automatic slack adjusters.	_____
35. **Wheelbase:** Length shall be as required to install the front loader refuse collection body described.	_____

Specification	Specify
36. **Steering:** Shall be equipped with left-hand driving position, full time power steering. Steering shall be set to the maximum wheel cut available and provide the minimum turning radius possible for the chassis configuration.	_____
37. **Drive Shaft:** The drive shafts and all their components shall be adequate for the torque rating of the engine and transmission provided. If the vehicles require a two-section drive shaft due to wheelbase requirements, then an intermediate support bearing shall be provided.	_____
38. **Rear axles:** Shall be a Meritor RT-40-145, or Dana DSP41 or approved equal, with a minimum combined load capacity of 40,000 lbs. The rear axle shall be single speed and geared to within the range of 5.86-6.60 to 1 ratio. Shall include axle locks with switch inside cab accessible by operator.	_____
39. **Rear suspension:** Shall be a Hendrickson Haulmaax HMX400 or approved equal with a minimum 40,000 lb rating at 60 mph. Axle spacing to be 54 inches.	_____
40. **Rear brakes:** Shall be Meritor Q-plus, Eaton or approved equal. Minimum 16.5” x 7” size brake shoes, with automatic slack adjusters.	_____
41. **Brake air compressor:** Shall be minimum 18 CFM rated capacity, liquid cooled design that is gear driven off of the engine. The discharge line shall be DOT approved compressor discharge.	_____
42A. **Tag axle:** Shall be a self-steering, automatic-lift-in reverse, single wheel, tag axle assembly rated at minimum capacity of 13,200 lbs.	_____

Specification	Specify
42B. **Tag axle cont'd:** Shall be equipped with additional air reservoirs, control valves, and a clearly labeled, dash-mounted control switch. Shall also include accessible regulator to adjust pressure to air bags.	_____
43. **ABS:** Vehicle shall be equipped with a WABCO, four channel anti-lock braking system, or approved equal.	_____
44. **Air tanks/lines:** Vehicle air lines shall be nylon, and air reservoirs shall be constructed of steel. There shall be sufficient air tanks to meet or exceed all Federal and State regulations that apply. All air reservoirs shall be equipped with pull cord drain valves or remote drain valves such that operator may easily drain the air daily without the need to crawl under the vehicle.	_____
45. **Air dryer:** Shall be equipped with an air dryer installed in an easily serviceable location.	_____
46. **Air brake system:** Shall conform to all current Federal and State regulations at the date of manufacture.	_____
47. **Front wheels/tires:** Front wheels shall be hub-pilot Aluminum Alcoa with 3.12 inset or approved equal. Tires shall be 315/80R22.5, 20 ply	_____
48. **Rear wheels/tires:** Rear wheels shall be hub-pilot steel, white in color. Tires shall be 11R22.5, 16 ply.	_____
49. **Paint:** Manufacturer's standard white	_____
50. **Refuse collection body:** Front-loading, commercial type, refuse collection with fixed width forks.	_____

Specification	Specify
51. **Container capacity:** Shall be able to lift and dump any of the City of Porterville's 1-6 yard capacity, side pocket, commercial refuse containers.	_____
52. **Forks:** Shall be minimum of 1.25" thickness, and width to be fixed at 75 ½" on center. Forks shall be tapered, without a hook on the end.	_____
53. **Body weight:** Manufacturer's published empty weight shall not exceed 17,000 lbs.	_____
54. **Body capacity:** Shall have a minimum capacity of 40 cubic yards including hopper.	_____
55. **Hopper capacity:** Shall have a minimum static capacity of 10 cubic yards.	_____
56. **Original frame:** Shall not be altered, lengthened, or modified in any way in order to install the refuse body and/or lifting device.	_____
57. **Controls:** Arm, fork, tailgate, lid and packer controls shall be electric over hydraulic, or air over hydraulic lever controls. All controls shall be mounted to the right of the operator and easily accessible when occupying the left-hand driver's station.	_____
58. **Additional controls:** A second set of controls shall be provided and mounted in a location to be accessible by service personnel while standing on the ground outside the truck, on the left-hand side of the truck. The additional controls are to include arm, fork, and packer controls, as well as auto-packer start/stop controls.	_____

Specification	Specify
59. **Welding:** All welding procedures used throughout the construction of the entire vehicle, including materials, qualifications, and training of personnel, shall be within all applicable guidelines and standards of both the American Society for Testing and Materials (ASTM) and the American Welding Society (AWS).	_____
60. The interior and exterior surfaces of the roof, side walls, and the rear door shall have continuous welds.	_____
61A. **Refuse body:** Shall be capable of compacting, containing, and transporting refuse to a landfill without refuse loss from the body or hopper onto any public or private road. The body shall be an **elliptical design, load ejection type** that allows for smooth discharge of material by using the telescopic packer cylinders without the need to raise the body.	_____
61B. The refuse body shall be of all-welded, framed steel section construction. The interior shall be smooth and free of all obstructions to allow easy flow of refuse material. The body sides, roof, floor, rear door, and hopper floor shall be designed and structurally reinforced so as to withstand continuous operation at maximum imposed loads without harmful deformation or excessive wear.	_____
62. **Ground clearance:** All exposed air, hydraulic, electrical and cooling components with 18” or less ground clearance shall be adequately protected from damage.	_____
63. **Body floor:** Shall be 3/16 AR plate, heat treated to pass a brinnell hardness test of 400 minimum. The plate is supported by C channel cross members that interlace with two (2) trapezoid shaped full length long members.	_____

Specification	Specify
64. **Hopper floor:** Floor shall be formed from 3/8" T-1, ASTM A 514, Grade B, plate. A hopper clean out trough shall be located at the front of body for safety reasons and to expedite clean out from behind packer. Hinged, latchable clean out doors shall be provided on both sides of trough.	_____
65. **Hopper cover:** Shall be hydraulically operated, and shall be designed to completely seal the hopper opening to prevent refuse from blowing out of the hopper when cover is closed.	_____
66. **Hopper access door:** An access door shall be provided on the street side of the truck to allow entry behind packer for service. There shall be a safety interlock to prevent PTO from being engaged while door is open.	_____
67. **Tailgate Construction:** Shall be one piece, bubble-style, top hinged design, capable of opening approximately 30 degrees above horizontal. The door must be secured in the closed position by means of a self locking feature.	_____
68. **Tailgate main section:** Shall be 10 GA AR-235 plate, reinforced with C channel or square tubing.	_____
69. **Tailgate seal:** Shall be a heavy duty rubber seal, installed the full length of the bottom and a minimum of 14" up the sides to prevent leakage.	_____
70. **Tailgate operation:** Shall be hydraulically and mechanically raised and lowered with a self-locking mechanism. The tailgate mechanism shall provide for the complete closure of the tailgate without sliding the tailgate seal over the sill area. The tailgate gasket shall be mounted in such a way as to not have any mounting brackets or mounting fasteners exposed to abrasion from compaction of material inside the body.	_____

Specification	Specify
71. **Tailgate hinge:** Tailgate shall be secured by two (2) hinges with minimum two (2) inch pins at the roof line.	_____
72. **Tailgate prop:** A safety prop shall be provided which will support tailgate in open position while servicing tailgate area.	_____
73. **Tailgate open warning:** A switch shall be installed and a warning light and/or buzzer mounted in the cab to alert the driver when the tailgate is unsecured.	_____
74. **Body saddles:** The body shall be mounted to the chassis with saddles on the outside to keep the body from walking.	_____
75. **Fenders:** The body shall have fenders which cover the rear tires to prevent mud, etc. from contacting the refuse body.	_____
76. **Packer:** Refuse body shall be equipped with a hydraulically actuated packer mechanism that automatically traverses the hopper floor, clearing the hopper floor of material, and returns to the front head. Maximum cycle time shall be twenty one (21) seconds.	_____
77. **Packer construction:** Packer face and top shall be constructed of 3/8 T-1 AR-500, minimum, and shall be reinforced with a combination of structural members for maximum rigidity.	_____
78. **Packer cylinders:** Packer shall be actuated by two (2), double acting, minimum 6 inch bore, multi-stage, telescoping cylinders.	_____
79. **Cylinder force:** Combined cylinder compaction for both cylinders shall be a minimum 120,000 lbs.	_____

Specification	Specify
80. **Compaction cycle:** Shall be automatically continuous or manually operated at the operator's option. Manual controls shall be furnished to give operator full control of packer panel movements.	_____
81. **Hydraulic system:** Shall be designed to operate at a specified engine speed in neutral, not to exceed 1,500 RPM, without compromise to any body function. The hydraulic system shall consist of a continuous operating hydraulic pump that utilizes the most efficient design available from the refuse body manufacturer and results in the greatest reduction in fuel consumption and maintenance. The hydraulic pump shall be installed so as to be protected from damage while traveling on and off-road at the landfill.	_____
82. **Hydraulic controls:** Shall be air over hydraulic or electric over hydraulic. The hydraulic system shall be sized and have capacity sufficient to serve the lifting arms/forks and packer mechanism simultaneously with the engine at idle speed, in neutral.	_____
83. **Hydraulic reservoir:** Shall be designed specifically to match the hydraulic fluid needs of the refuse body furnished. The reservoir shall have a visual oil level indicator readily visible from ground level, and be mounted to insure vibration dampening and crack prevention.	_____
84. **Hydraulic components:** Shall be of adequate size to minimize restrictions which could cause undue fluid temperatures. The hydraulic system and components shall be designed to perform normal daily operations with ambient temperatures of 115 degrees F without the need for auxiliary coolers.	_____

Specification	Specify
85. **Ladder:** A ladder shall be provided on the right side of truck to permit easy access to the roof of the refuse body.	_____
86. **Hydraulic fittings/hoses:** Hoses shall be four-wire strand hose, rated at 4,000 psi minimum. Fittings shall be factory crimped 37 degree JIC or split flange type. The use of steel hydraulic tubing with split flange connections in place of hose is encouraged as much as possible. All steel hydraulic tubing shall be attached to chassis frame rails using Hydrozorb style clamps or equal.	_____
87. The hydraulic system shall be equipped with a lever handle, ball type, suction line shut-off valve that can be operated by the driver while standing at the side of the truck; drain valve; a replaceable 10 micron filter in the return line; a 100 mesh strainer in the suction line; and a relief valve set for no more that 20 PSI.	_____
88A. **Hydraulic pump:** Shall be tandem hydraulic pump design mounted at front of truck, and driven by the crankshaft. Shall be engaged/disengaged by a switch reachable by operator while in the driver's seat. Shall produce not less than 40 GPM for both pump segments at 800 rpm. The pump shall be rated for a minimum working pressure of 3,500 psi.	_____
88B. **BIDDERS SHALL SPECIFY:**	
Minimum Rated Pressure:	_____
Normal Operating Pressure:	_____
89. **Body hoist:** Refuse body shall be equipped with hydraulic cylinders designed, manufactured, and capable of lifting the body loaded to its maximum legal refuse payload capacity, to an angle sufficient to allow access to components on the underside of body, as well as components on and around the frame rails of the chassis. This body lifting system shall be so designed	

Specification	Specify
and manufactured as to be able to withstand repeated raising of the body, when fully loaded, without deformation or excessive wear to any of the components.	_____
90. The body lift system shall have flow control check valves to prevent the sudden drop of the body if pressure is lost. The body lift system shall be operated by a separate 12-volt electric motor system, which operates independent of the PTO system.	_____
91. **Body props:** Vehicle shall be equipped with two (2) steel safety props capable of supporting the fully loaded refuse body at an upward angle of not less than 8 degrees from horizontal.	_____
92. **Safety interlocks:** Shall include interlock to prevent arm movement when packer is travelling. Shall include warning buzzer/light to warn operator if forks are raised or rear tailgate is open.	_____
93. **Spill kit:** Shall be mounted on curbside of vehicle, at location accessible by operator while standing outside of truck.	_____
94. All body hinges, cylinder rod ends, and pivot points shall be supplied with grease fitting.	_____
95. Any grease fittings not easily accessible shall have a grease manifold mounted in a easily accessible location on the body or arm assembly.	_____
96. The recommended warning decals shall be furnished and installed on the unit after it is painted.	_____
97. An automatic arm control device shall be provided to automatically govern the lift arm operating speeds without the need for operator correction.	_____

Specification	Specify
98. **Windshield Guard:** A steel tubing guard shall be provided at front of truck, mounted at front of cab and roof of cab to protect windshield.	_____
99. A guard/cover shall be installed over the PTO shaft, and be easily removable to service PTO shaft.	_____
100. **Camera system:** A two (2) camera system shall be provided, with one camera mounted on rear of truck for visibility when backing up, and one for the hopper area, mounted to provide visibility of refuse material when dumping container. Shall include a monitor inside the cab which switches automatically to the rear view camera when truck is shifted to reverse.	_____
101. **Utility flood lights:** Two (2) utility flood lamps shall be provided, one to illuminate the hopper area, and one to illuminate the area in front of the packer. (Cylinder side)	_____
102. Desired body is **Amrep Model HX450FL**, or approved equal. **PLEASE SPECIFY:**	_____
103. **Paint:** Shall be white in color, to match the factory white on the cab.	_____

DETAILED SPECIFICATIONS, Cont.
CNG POWERED SIDE LOAD REFUSE TRUCK

The following are the City of Porterville's minimum specifications for Compressed Natural Gas (CNG) powered **side load** refuse collection trucks. The City anticipates purchasing one (1) truck with this solicitation. **Bidders must complete and return these specifications with their bid.**

Specification	Specify
1. **General specifications:** Truck shall be cab-over engine design, 3-axle configuration, automated side loader refuse collection truck.	_____
2. **Frame/Cross Members:** The frame shall be heavy duty, designed and built for severe service application. Minimum RBM of 1,890,000 lbs/inch per rail. Cross members shall be of sufficient number, location, and material composition to prevent detrimental frame twisting.	_____
3. **Cab Exterior:** Shall be cab-over engine design that tilts forward for engine access.	_____
4. **Cab Tilt:** Shall be electrical-powered hydraulic pump or air assist to tilt the cab as well as manually operable.	_____
5. **Bumper:** Front bumper shall be painted steel	_____
6. **Tow hooks:** Two (2) tow hooks shall be frame mounted, (front).	_____
7. **Windows:** Factory tint on front and side glass. Rear glass to be clear. Shall include sun visors for both sides of cab interior.	_____
8. **Doors:** Cab shall be equipped with standard one piece, front hinged doors with electric powered roll up windows	_____
9. **Assist handles:** Grab handles shall be provided on both sides of cab to assist entry and exit.	_____

Specification	Specify
10. **Dome lights:** Shall be activated from switches on both doors.	_____
11. **Mirrors:** Two stainless steel, West-Coast type, one on each side, two 8 inch convex, one each side	_____
12. **Seats:** Two person configuration, with air suspension seat for driver and standard seat for front passenger.	_____
13. **Gauges:** Minimum to include road speed, engine speed, hour meter, oil pressure, engine coolant temp., transmission temperature, voltmeter, dual air pressure, fuel level.	_____
14. **Air Conditioning:** Factory-equipped heating/air conditioning system.	_____
15. **Windshield wipers:** Dual electric or air-operated, intermittent/variable speed windshield wipers with washer function.	_____
16. **Radio:** AM/FM radio	_____
17. **Seat belts:** 3-point driver's and passenger's seat belts with retractors for all seats.	_____
18. **Emergency supplies:** One (1), twenty (20) lb. ABC approved fire extinguisher and mounting bracket installed on the operator's side, outside of the cab. One (1) set of triangle reflectors.	_____
19. **Spill kit:** To be mounted on curb side of refuse body, and include absorbent sock/tube.	_____
20A. **Engine:** Minimum shall be Cummins ISL-G, spark-ignited, natural gas engine rated at a minimum of 320 horsepower and 1000 ft lbs torque with compressed natural gas fuel system installed. System shall include a minimum 70 diesel gallon equivalent of CNG storage, electronic control unit, fuel regulators, and all parts	

	Specification	Specify
	required for a complete installation. The completed system shall be CARB-certified.	_____
20B.	The engine shall have a road-speed limit set for a maximum 58 mph. The City requires that a methane detection system shall provide warning to the operator if methane gas is present within the cab or engine compartment area. The system shall meet or exceed all applicable governmental standards for such systems when installed on refuse collection vehicles.	_____
20C.	**Engine Protection:** Shall be equipped with an on-board, electronic, diagnostic and operational monitoring system. The system shall, at minimum, provide engine protection, operator notification, and shutdown in the event of loss of oil pressure, low coolant level, and high coolant temperature.	_____
21A.	**CNG storage tanks:** Shall have a minimum service life of 15 years, and shall be protected from damage. All components used to modify the power train and fuel systems shall conform to the current applicable National Fire Protection Association (NFPA) standards and shall be engineered and certified for the specific fuel type. The CNG system will be designed to the regulations, safety, reliability and longevity of FMVSS-304, ANSI NGV3.1 (NGV-2) and NFPA-52 regulations/codes.	_____
21B.	System shall have two NGV-1 fill valves rated at 3,600 psi. OPW LB-36 fill valves or equal. One fill receptacle will be mounted on the fuel management module and a second on the left front bumper. Both receptacles shall be equipped with ignition interrupt circuits. An auxiliary fuel gauge shall be mounted in the dash area of the driver's side driven by a transducer located on the high pressure side of the fuel system.	_____

Specification	Specify
22. **Cooling system:** Shall be capable of sufficiently cooling engine with vehicle fully loaded at an ambient temperature of 115 degrees F. Shall also include an automatic fan clutch, silicone radiator coolant and heater hoses, or approved equal, and extended life coolant. Radiator shall be equipped with an opening for a PTO shaft.	_____
23. **Electrical system:** Shall have a 12 volt electrical system, with 12 volt starting and charging systems.	_____
24. **Charging system:** Shall be equipped with a 12 volt, minimum 130 amp rated size alternator.	_____
25. **Batteries:** Shall be Group 31 maintenance free and of sufficient number to have a minimum CCA rating as required by the engine mfr. to start the furnished engine at 10 degrees F, and include a battery shut-off switch installed in the ground circuit.	_____
26. **Electrical wiring:** Shall be multi-stranded, low voltage insulated automotive type, and routed in protective harnesses. Where harnesses pass through metal structures, rubber or silicone grommets shall be used to protect the integrity of the harnesses.	_____
27. **Starter:** Shall be 12 volt rated, electric type, properly sized to crank and start the engine furnished in temperatures down to 10 deg. F.	_____
28. **Back-up alarm:** Shall have a back-up alarm with a reverse motion sensor.	_____
29A. **Lighting:** Shall be equipped with all necessary lights for compliance with all State and Federal regulations, including red rear lights for stop/turn, 2 clear lights for back up, and flashing rear amber warning lights. The rear amber flashing lights shall comply with Vehicle Code 25280.	_____

Specification	Specify
29B. **Lighting cont'd**: Shall be equipped with solid state flashers, and LED rear stop/turn lights. Shall also include side mounted, mid-ship turn signal warning lights. Shall include front mounted fog lamps.	_____
30. **Cab:** Shall be equipped for **RIGHT-HAND DRIVE** and operation.	_____
31. **Transmission:** Shall be Allison RDS 6-speed 4500 or approved equal.	_____
32. **Transmission cooling:** Shall be in accordance with Allison Transmission recommendations for ambient temperatures from 20 degrees F to 115 degrees F. A transmission oil temperature gauge with warning light and audible alert shall be installed.	_____
33. **Wheelbase:** Minimum length necessary to be determined by the refuse body manufacturer.	_____
34. **Front axle:** Shall have a minimum rated capacity of 20,000 lbs.	_____
35. **Front suspension:** Front springs shall be taper or multi-leaf type and have a minimum capacity of 18,000 lbs, less any unsprung weight. Front axle shall be equipped with premium, long-life shock absorbers rated for the axle provided.	_____
36. **Brake drums:** Front & rear brake drums shall be cast iron.	_____
37. **Front brakes:** Shall be air-operated drum type. Shall be minimum 16.5" x 6" size, Meritor Q-plus, or Eaton, or approved equal, S-cam type with non-asbestos brake lining and automatic slack adjusters.	_____

Specification	Specify
38. **Steering:** Shall be equipped with right-hand driving position, full time power steering. Steering shall be set to the maximum wheel cut available to provide the minimum possible turning radius for the chassis provided.	_____
39. **Drive Shaft:** The drive shafts and all their components shall be adequate for the torque rating of the engine and transmission provided. If the vehicles require a two-section drive shaft due to wheelbase requirements, then an intermediate support bearing shall be provided.	_____
40. **Rear axles:** Shall be a Meritor RT-40-145, or Dana DSP41 or approved equal, with a minimum combined load capacity of 40,000 lbs. The rear axles shall be single speed and geared to a 5.86-6.60 to 1 ratio. Shall include axle locks with switch inside cab accessible by operator.	_____
41. **Rear suspension:** Shall be a Hendrickson Haulmaax HMX400 or approved equal with a minimum 40,000 lb rating at 60 mph. Axle spacing to be 54 inches.	_____
42. **Rear brakes:** Shall be Meritor Q-plus, Eaton or approved equal. Minimum 16.5” x 7” size brake shoes, with automatic slack adjusters.	_____
43. **Brake air compressor:** Shall be minimum 18 CFM rated capacity, liquid cooled design that is gear driven off of the engine. The discharge line shall be DOT approved compressor discharge.	_____
44. **ABS:** Vehicle shall be equipped with a WABCO, four channel anti-lock braking system, or approved equal.	_____

Specification	Specify
45. **Air tanks/lines:** Vehicle air lines shall be nylon, and air reservoirs shall be constructed of steel. There shall be sufficient air tanks to meet or exceed all Federal and State regulations that apply. All air reservoirs shall be equipped with pull cord drain valves or remote drain valves such that operator may easily drain the air daily without the need to crawl under the vehicle.	_____
46. **Air dryer:** Shall be equipped with an air dryer installed in an easily serviceable location.	_____
47. **Air brake system:** Shall conform to all current Federal and State regulations at the date of manufacture.	_____
48. **Front wheels/tires:** Front wheels shall be hub-pilot aluminum Alcoa with 3.12 inset or approved equal. Tires shall be 315/80R22.5, 20 ply	_____
49. **Rear wheels/tires:** Rear wheels shall be hub-pilot steel, white in color. Tires shall be 11R22.5, 16 ply.	_____
50. **Paint:** Manufacturer's standard white	_____
51. **Refuse collection body:** Automated, side loading compaction type, residential refuse collection body.	_____
52. **Container capacity:** Shall be able to lift and dump any of the City of Porterville's 35-95 gallon capacity residential refuse containers, without changing clamps.	_____
53. **Body weight:** Manufacturer's published empty weight shall not exceed 15,000 lbs.	_____
54. **Body capacity:** Shall have a minimum capacity of 32 cubic yards.	_____
55. **Hopper capacity:** Shall have a minimum static capacity of 3 cubic yards.	_____

Specification	Specify
56. **Original frame:** Shall not be altered, lengthened, or modified in any way in order to install the refuse body and/or lifting device.	_____
57. **Controls:** Container clamp and lifting controls shall be electric over hydraulic, or air over hydraulic **joystick** control. All controls shall be mounted to the left of the operator and easily accessible when occupying the right-hand driver's station.	_____
58. **Additional controls:** A second set of controls shall be provided and mounted in a location to be accessible by service personnel while standing on the ground outside the truck, on the right-hand side of the truck. The additional controls are for service/diagnosis of container related operations only.	_____
59. **Welding:** All welding procedures used throughout the construction of the entire vehicle, including materials, qualifications, and training of personnel, shall be within all applicable guide-lines and Standards of both the American Society for Testing and Materials (ASTM) and the American Welding Society (AWS).	_____
60. The interior and exterior surfaces of the roof, side walls, and the rear door shall have continuous welds.	_____
61A. **Refuse body:** Shall be capable of compacting, containing, and transporting refuse to a landfill without refuse loss from the body or hopper onto any public or private road. The body shall be a **dump body design** that allows for smooth discharge of material with body fully raised without rocking to release the load.	_____
61B. The refuse body shall be of all-welded, framed steel section construction. The interior shall be smooth and free of all obstructions to allow	

Specification	Specify
easy flow of refuse material. The body sides, roof, floor, rear door, and hopper floor shall be designed and structurally reinforced so as to withstand continuous operation at maximum imposed loads without harmful deformation or excessive wear.	_____
62. **Body floor:** Shall be 3/16" AR plate, heat treated to pass a brinnell hardness test of 400 minimum. The plate is supported by C channel cross members that interlace with two (2) trapezoid shaped full length long members.	_____
63. **Hopper floor:** Floor shall be formed from 3/8" T-1, ASTM A 514, Grade B, plate. A hopper clean out trough shall be located at the front of body for safety reasons and to expedite clean out from behind packer. Gasketed clean out doors shall be provided on both sides of trough.	_____
64. **Tailgate Construction:** Shall be one piece, bubble-style, top hinged design, capable of opening approximately 30 degrees above horizontal. The door must be secured in the closed position by means of a self locking feature.	_____
65. **Tailgate main section:** Shall be 10 GA AR-235 plate, reinforced with C channel or square tubing.	_____
66. **Tailgate seal:** Shall be a heavy duty rubber seal, installed the full length of the bottom and a minimum of 14" up the sides to prevent leakage.	_____
67. **Tailgate operation:** Shall be hydraulically and mechanically raised and lowered with a self-locking mechanism. The tailgate mechanism shall provide for the complete closure of the tailgate without sliding the tailgate gasket seal over the sill area. The tailgate seal shall be mounted in such a way as to not have any	

Specification	Specify
mounting brackets, or mounting fasteners exposed to abrasion from compaction of material inside the body.	_____
68. **Tailgate hinge:** Tailgate shall be secured by two (2) hinges with minimum two (2) inch pins at the roof line.	_____
69. **Tailgate open warning:** A switch shall be installed and a warning light and/or buzzer mounted in the cab to alert the driver when the tailgate is unsecured.	_____
70. **Body saddles:** The body shall be mounted to the chassis with saddles on the outside to keep the body from walking.	_____
71. **Fenders:** The body shall have fenders which cover the rear tires to prevent mud, etc. from contacting the refuse body.	_____
72. **Packer:** Refuse body shall be equipped with a hydraulically actuated packer mechanism that automatically traverses the hopper floor, clearing the hopper floor of material, and returns to the front head. Maximum cycle time shall be ten (10) seconds.	_____
73. **Packer construction:** Packer face and top shall be constructed of 3/8 T-1 AR-500, minimum, and shall be reinforced with a combination of structural members for maximum rigidity.	_____
74. **Packer cylinder(s):** Packer shall be actuated by double acting, minimum 4 1/2 inch bore, single stage cylinder(s).	_____
75. **Cylinder force:** Cylinder compaction for packer cylinder(s) shall be a minimum 90,000 lbs.	_____

Specification	Specify
76. **Compaction cycle:** Shall be automatically continuous or manually operated at the operator's option. Manual controls shall be furnished to give operator full control of packer panel movements.	_____
77. **Hydraulic system:** Shall be designed to operate at a specified engine idle speed not to exceed 900 RPM, without compromise to any body function. The hydraulic system shall be a continuous operating design hydraulic pump that utilizing a front mounted pump driven by the crankshaft and resulting in the greatest reduction in fuel consumption and maintenance. The hydraulic pump shall be installed so as to be protected from damage while traveling on and off-road at the landfill.	_____
78. **Hydraulic controls:** Shall be air over hydraulic or electric over hydraulic. The hydraulic system shall be sized and have capacity sufficient to serve the lifting arm and packer mechanism simultaneously with the engine speed not exceeding 900 RPM in neutral.	_____
79. **Hydraulic reservoir:** Shall be designed specifically to match the hydraulic fluid needs of the refuse body furnished. The reservoir shall have a visual oil level indicator readily visible from ground level, and be mounted to insure vibration dampening and crack prevention.	_____
80. **Hydraulic components:** Shall be of adequate size to minimize restrictions which could cause undue fluid temperatures. The hydraulic system and components shall be designed to perform normal daily operations with ambient temperatures of 115 degrees F without the need for auxiliary coolers.	_____

Specification	Specify
81. **Hydraulic fittings/hoses:** Hoses shall be wire reinforced, multi-strand hose, rated at a minimum of 4000 psi working pressure. Fittings shall be factory crimped 37 degree JIC or split flange type. The use of steel hydraulic tubing with split flange connections in place of hose is encouraged as much as possible. All steel hydraulic tubing shall be attached to chassis frame rails using Hydrozorb style clamps or equal.	_____
82. The hydraulic system shall be equipped with a lever handle, ball type, suction line shut-off valve that can be operated by the driver while standing at the side of the truck; drain valve; a replaceable 10 micron filter in the return line; a 100 mesh strainer in the suction line; and a relief valve set for no more that 20 PSI.	_____
83A. **Hydraulic pump:** Shall be tandem hydraulic pump design mounted at front of truck, and driven by the crankshaft. Shall be engaged/disengaged by a switch reachable by operator while in the driver's seat. Shall produce not less than 40 GPM for both pump segments at 800 rpm. The pump shall be rated for a minimum working pressure of 3,500 psi.	_____
83B. **BIDDERS SHALL SPECIFY:**	
Minimum Rated Pressure:	_____
Normal Operating Pressure:	_____
84. **Service/Dump hoist:** Refuse body shall be equipped with hydraulic cylinders designed, manufactured, and capable of lifting the body loaded to its maximum legal refuse payload capacity, to an angle sufficient to allow access to components on the underside of body, as well as components on and around the frame rails of the chassis. This body lifting system shall be so designed and manufactured as to be able to withstand repeated raising of the body, when fully loaded,	

Specification	Specify
without deformation or excessive wear to any of the components.	_____
85. The body lift system shall have flow control check valves to prevent the sudden drop of the body if pressure is lost.	_____
86. **Body props:** Vehicle shall be equipped with two (2) steel safety props capable of supporting the fully loaded refuse body at an upward angle of not less than 8 degrees from horizontal.	_____
87. **Safety interlocks:** Interlocks shall be provided to prevent the opening of the grabbers while the lift arm is in the dump position, and to prevent raising of the lift arm with the grabbers open.	_____
88. **Mechanical lifting device:** The lifting device shall be hydraulically articulating and retractable. **Container lifting devices which utilize chains to lift are not acceptable.**	_____
89. The side loading device shall be fully operational and installed on and/or with the other equipment set forth in these specifications. Shall be capable of extending, clamping, raising, dumping, and returning from any position without the need to fully retract.	_____
90. The device shall have maximum cycle time for a complete reach, grab, dump and return the the cart, and retract (stow position to stow position), of 11 seconds.	_____
91. **Container clamp:** Shall be steel clamp arms with rubber, grommet type grippers, capable of handling any automated container ranging in size from 35-95 gallons without deformation of the container.	_____

Specification	Specify
92. The side loading device shall be capable of lifting and holding a minimum of 800 lbs. at any extension. Shall also have a minimum reach of 84 inches, measured from the outside of right hand tires, to the centerline of a 95 gallon container.	_____
93. The lift arm shall be powered by a maximum of four (4) hydraulic cylinders. No part of the powered arm shall extend beyond the legal vehicle width of ninety-six (96) inches when the arm is in the stowed position.	_____
94. The side loading device shall be equipped with a positive securing device that functions to support and prevent the lifting arm from drifting outward during transport over rough roads, to and from the landfill.	_____
95. All body hinges, cylinder rod ends, and pivot points shall be supplied with grease fitting.	_____
96. Any grease fittings not easily accessible shall have a grease manifold mounted in a easily accessible location on the body or arm assembly.	_____
97. The recommended warning decals shall be furnished and installed on the unit after it is painted.	_____
98. **Camera system:** A two (2) camera system shall be provided, with one camera mounted on rear of truck for visibility when backing up, and one for the hopper area, mounted to provide visibility of refuse material when dumping container. Shall include a monitor inside the cab which switches automatically to the rear view camera when truck is shifted to reverse.	_____

Specification	Specify
99. **Utility flood lights:** Two (2) utility flood lamps shall be provided, one to illuminate the hopper area, and one to illuminate the container clamp area when operating the lift arm.	_____
100. Desired body is **Bridgeport Model ASL32**, or approved equal.	_____
101. **Paint:** Shall be white in color, to match the factory white on the cab.	_____

END OF DETAILED SPECIFICATIONS

BID PROPOSAL
CNG POWERED REFUSE COLLECTION TRUCKS

BID NO. 18/19-EQXXXX

The undersigned bidder, having carefully examined the requirements and provisions for providing two (2) CNG Powered Front Load Refuse Trucks and one (1) CNG Powered Side Load Refuse Truck, hereby agrees to sell and deliver said equipment to the City of Porterville, strictly in accordance with the terms and specifications heretofore described.

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

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

	QTY	UNIT PRICE	EXTENSION
CNG Front Load Refuse Truck	2	$_____	$_____
CNG Side Load Refuse Truck	1	$_____	$_____
		9.25% Sales Tax :	$_____
		Delivery:	$_____
		Doc Fee:	$_____
		TOTAL PRICE:	$_____

MANUFACTURER, MODEL, AND DESCRIPTION: (Truck Chassis and Collection Body. Enclose manufacturers' literature)

_____

_____

PARTS: Percentage rate of mark-up to City over dealer cost _____% (Provide published parts price lists).

BID PROPOSAL (CONT.)
CNG POWERED REFUSE COLLECTION TRUCKS
BID NO. 18/19-EQXXXX

WARRANTY: Bidders shall list all standard warranties applicable. Warranty start date shall be the date the complete unit(s) is put in service and not the date of delivery to the City of Porterville.

_____

_____

_____

ESTIMATED DELIVERY: _____ days ARO

TERMS (Payment Discounts/Quantity Discounts):

_____

_____

Bidder to indicate here how long (in months) price will remain in effect for possible additional purchase: _____

Date Signed: _____

_____	_____
Name of Firm	Authorized Signature
_____	_____
Business Address	Name (in Print) Title
_____	_____
City State Zip	Telephone

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Award of Contract - Transit Electrification Project

SOURCE: Public Works

COMMENT: On July 10, 2019, staff received two (2) bids for the Transit Electrification Project. The capital infrastructure for the project consists of constructing a minimum of ten (10) new electric charging stations at the City's Corporation Yard for the new electrical buses. The Corporation Yard improvement will include connections to existing SCE infrastructure, routing of new conduits to charging stations, supporting electrical work for under canopy lighting, and will include civil construction work as well as structural work. The civil elements of the project will include grading, concrete improvements, and installation of storm drainage system. The structural aspect of the project will consist of installing pre-engineered canopies; the new canopies will not match the existing canopies as the new canopies will be cantilevered structures. The project will also include installation of a Photovoltaic System on the pre-engineered canopies.

The Engineer's Estimate of Probable Cost for the project was $1,925,000. The low bid presented by Todd Companies of Visalia is $1,418,611, which is $506,389 less than the Engineer's Estimate. An additional $141,861 is required for construction contingency (10%). It is anticipated an additional $182,500 is required for construction management, construction surveying, quality control, and inspection (12.86%) for a total estimated cost of $1,742,972.

Funding for the project will come from Federal Transit Administration (5307 funds), San Joaquin Valley Air Pollution Control District grant funds, and Local Transportation Funds.

The bids are as follows:

Contractor	Amount
Todd Companies Visalia, CA	$1,418,611
A-C Electric Company Bakersfield, CA	$1,606,114*

*Bid Discrepancy (unit price and bid item amount issue)

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Transit Electrification Project to Todd Companies in the amount of $1,418,611;
2. Authorize progress payments up to the 100% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen costs;
4. Authorize and additional $182,500 for construction management, construction surveying, quality control, and inspection services; and
5. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02-100714.

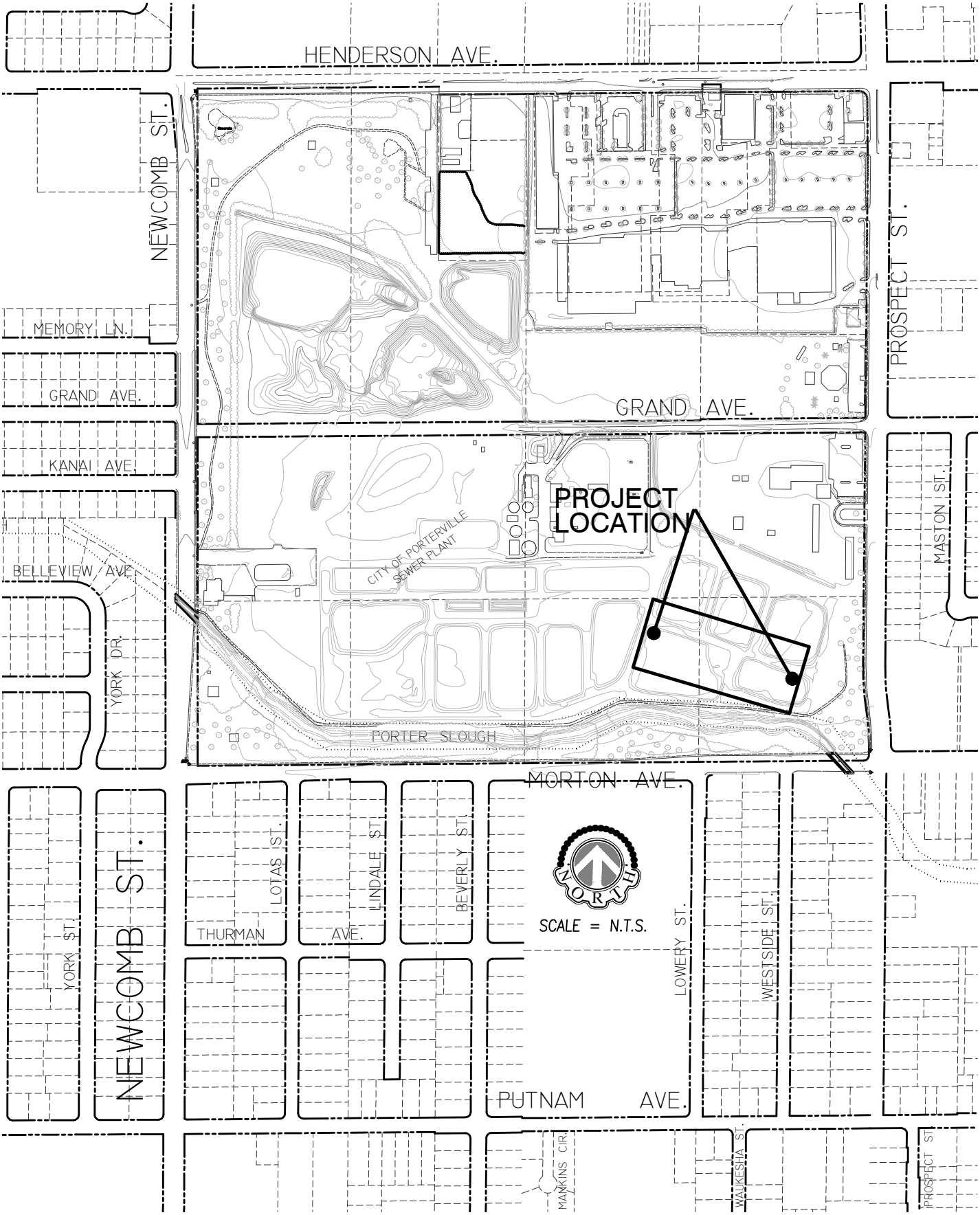
ATTACHMENTS: 1. LOCATOR MAP-Transit Electrification Project

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

CITY OF PORTERVILLE TRANSIT ELECTRIFICATION PROJECT

OWNER	–
APN	–
AREA	–
ACRES	–
SCALE	N.T.S.
DATE	–
DRAWN BY	–
CHECKED BY	–

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Award Transit Advertising Contract to Rethought Reborn Media

SOURCE: Public Works

COMMENT: On February 5, 2019, the City Council authorized staff to distribute a Request for Proposals (RFP) for Revenue Sharing Transit Advertising Services. The RFP was issued on May 22, 2019, to all available consultants, including all eligible local firms, to provide services in transit advertising.

The RFP scope of work was for a complete "turnkey system" for exterior, interior, audio & digital, and bus shelter advertising services for the Porterville Transit bus system, as specified and in all respects, such that nothing remains to be purchased, provided or supplied by the City of Porterville. Staff requested proposals for a fixed percentage payment to be retained from net advertising revenue as set out in the scope of work.

On June 27, 2019, staff received one (1) proposal from Rethought Reborn Media, which was found to be responsive and met the desired qualifications. Rethought Reborn Media proposed a fixed percentage payment of 50% of the net advertising revenue.

At this time, staff is proposing to enter into a Revenue Sharing Transit Advertising Agreement with Rethought Reborn Media. The base term will be from August 1, 2019 through June 30, 2022, with the option to extend services for up to three (3) two-year terms.

RECOMMENDATION: That the City Council authorize the Mayor to execute the Consultant Service Agreement with Rethought Reborn Media for a fixed 50% payment retention of net advertising revenue for an initial term beginning August 1, 2019 through June 30, 2022, with an option to extend the agreement for three (3) 2-year periods.

ATTACHMENTS: 1. Agreement Transit Advertising Services

Appropriated/Funded: MB

Review By:

Department Director:

Item No. 6.

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager

AGREEMENT
CITY OF PORTERVILLE
TRANSIT ADVERTISING SERVICES

This AGREEMENT for management of the Transit Advertising Services for the Porterville Transit System, hereinafter referred to as "PORTERVILLE TRANSIT" is made and entered into this _____ day of August, 2019 by and between the City of Porterville, hereinafter referred to as "CITY", and Rethought Reborn Media, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY has determined that it requires management of Transit Advertising Services for PORTERVILLE TRANSIT; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the CITY and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. CITY's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of CITY's right to such performance by CONTRACTOR.

2. CITY DESIGNEE

The TRANSIT MANAGER of the CITY or his/her DESIGNEE shall have the authority to act for and exercise any of the rights of CITY as set forth in the herein AGREEMENT, subsequent to the authorization by the City Council of the City of Porterville.

3. EMPLOYMENT OF THE CONTRACTOR

CITY hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services, hereinafter described in connection with management of the transit advertising services for PORTERVILLE TRANSIT.

4. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to CITY in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the CITY.

5. SCOPE OF WORK

Subject only to the general policies and direction of the CITY with regard to Transit Advertising Services on PORTERVILLE TRANSIT buses and shelters, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving CITY's notice to proceed, do all things necessary to promote, supervise, operate and maintain the PORTERVILLE TRANSIT advertising program, including but not limited to the following services: collecting payment; the placement of advertisements; executive and administrative management; installation, repair and maintenance of advertisements; customer relations; preparation of reports of financial and other matters pertaining to the operation of service; and such other work as may be necessary to comply with the requirements contained in these specifications.

5.1 Compliance with CITY Advertising Policy and Industry Standards

The CONTRACTOR shall comply with CITY advertising policy as adopted by CITY, a copy of which is attached as Exhibit A and incorporated herein, and with any applicable laws, regulations, or industry standards.

5.2 CITY Use of Unsold Space

CITY reserves the right to use any unsold exterior bus advertising space for its exclusive use for any advertising or promotion or purpose it deems to be in the interests of CITY. Production of any advertising materials for this purpose is the responsibility of CITY.

In the event that CONTRACTOR has orders for space utilized by CITY, CONTRACTOR may show evidence of the order and CITY shall at its sole discretion authorize removal of CITY materials within 10 days.

5.3 Self Promotion

The CONTRACTOR is not allowed to engage in unpaid self-promotion without prior written approval from CITY.

5.4 Space Availability

Space availability for advertising on Porterville Transit vehicles and bus shelters may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles and/or shelters, the use of new bus designs or configurations which do not allow for, or which modify, the exterior advertising capability.

5.5 Fleet Size

The sole discretion for assignment of buses shall remain with CITY. Any reference in this document to any particular number or count of buses (e.g. the available fleet size) shall not be construed to carry any guarantee, expressed or implied, that any certain count of vehicles or fleet size shall be available to the CONTRACTOR for advertising displays at any given time. The TRANSIT MANAGER or his/her DESIGNEE shall be the sole judge of such matters of safety, convenience,

appearance, the number of buses in operation, and the location of advertising materials on PORTERVILLE TRANSIT vehicles.

5.6 No Route Specific Advertisements

Under no circumstances should advertisements be route specific and the CONTRACTOR shall not represent to potential advertisers that advertising can be route specific.

5.7 Commitment of CONTRACTOR Resources

The CONTRACTOR shall employ its best efforts to develop and make sales of advertising space and shall operate with a full commitment of the work force and other resources described in its Proposal to provide Transit Advertising Services, which is attached hereto as Exhibit B.

5.8 Policy Compliance Monitoring

The CONTRACTOR shall review each advertisement submitted for display on CITY properties to determine whether or not the advertisement conforms with PORTERVILLE TRANSIT Advertising Policy as referenced in Section 5.1, herein above. In the event that the CONTRACTOR determines that an advertisement does not conform to CITY Policy, the CONTRACTOR shall consult with the TRANSIT MANAGER or his/her DESIGNEE. If the TRANSIT MANAGER or his/her DESIGNEE concurs with the CONTRACTOR, then the CONTRACTOR may consult with the advertiser on potential revisions. If the CONTRACTOR and advertiser do not reach agreement on potential revisions, the advertiser shall be offered the opportunity to submit a written appeal to the TRANSIT MANAGER or his/her DESIGNEE. The TRANSIT MANAGER or his/her DESIGNEE will review the appeal and promptly provide a written notice of determination to the CONTRACTOR and advertiser. The TRANSIT MANAGER or his/her DESIGNEE determination shall be final.

5.9 Location for Advertisements

Prior to the initial installation of vinyl advertisements, the TRANSIT MANAGER or his/her DESIGNEE, will approve the exact location for placement of an advertisement, on non-permanent adhesive vinyl material, on each type of bus in the CITY fleet. These locations will become the

standard locations for placement of ads on buses within each sub fleet through the term of the agreement.

5.10 Placement of Advertisements

No advertisement will be allowed to interfere with any safety devices, lights, signals, required plates or decals, or distinctive logos on CITY vehicles without written consent of the TRANSIT MANAGER or his/her DESIGNEE. This includes, but is not limited to, reflective materials, side directional lights, side reflectors and other features. In addition, advertising materials cannot interfere with the normal utilization of fuel or other access doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance. Vinyl shall not be placed over any body moldings. Vinyl applied over body panel seams shall be sliced and tucked into those seams. Advertisements that are smaller than the allocated area shall be centered in the allocated area unless the TRANSIT MANAGER or his/her DESIGNEE or his designee approves alternative placement. Advertising shall not be placed within one inch (1”) of the Porterville Transit name or logo.

5.11 Material and Appearance of Advertisements

All exterior advertising installed on the exterior of CITY vehicles under this Agreement shall be of the non-permanent adhesive vinyl type, "direct application." The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current industry standards. Each advertisement shall be applied so as to: (1) be free from wrinkles, blisters or similar defects; (2) be "squared" to the vehicle contour lines; and (3) present a sharp and clear appearance.

5.12 Dimensions of Advertisement

In no case shall the dimensions of any exterior advertising material exceed those dimensions approved by the TRANSIT MANAGER or his/her DESIGNEE.

5.13 Continuous Advertisement

Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No “layering" of vinyl advertisements is permitted. The previous vinyl must be removed before application of a new vinyl.

5.14 Maintenance of Advertisements

The CONTRACTOR shall be solely responsible to keep and maintain all of the advertising material placed on CITY buses and bus shelters in good condition and will bear the full cost of any and all maintenance and repair of the materials. The CONTRACTOR shall remove immediately, no later than 48 hours from written notice given by CITY, any graffiti on the vinyl’s that is not removed during CITY’s regular washing of the vehicles. CONTRACTOR shall promptly make other repairs as necessary to correct damage or defacement.

CONTRACTOR shall remove all dated advertising materials within five (5) calendar days from its expiration date. “Dated Advertising Materials” refers to advertising materials that are relevant to a specific time period or event that has been completed. In the event the CONTRACTOR fails to maintain advertising materials in good condition, free of damage and defacement, CITY may elect to repair, alter or remove the vinyl and to charge the CONTRACTOR for all labor and material costs for all such work. The CONTRACTOR agrees to pay CITY the cost of performing such work provided that the TRANSIT MANAGER or his/her DESIGNEE gives the CONTRACTOR at least five (5) days written notice of the intent to repair, alter or remove the vinyl advertisement prior to undertaking such activity.

5.15 Restoration of Bus Exterior Surface

Upon removal of vinyl advertisement, CONTRACTOR will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to CITY vehicles, their paint schemes or exterior surface. The CONTRACTOR will be notified of any such damage and CITY will not proceed with repair for 72 hours after notification to the CONTRACTOR to enable the CONTRACTOR time to inspect the damage if so desired. The CONTRACTOR shall be required to reimburse CITY for the full dollar

cost to repair any damage to CITY vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the CONTRACTOR.

5.16 Scheduling of Installation, Maintenance and Repair Work

CONTRACTOR must coordinate with the TRANSIT MANAGER or his/her DESIGNEE, to schedule work on all buses. CITY will make buses available to the CONTRACTOR as soon as is practicable based on daily pullout, scheduling, and maintenance requirements.

5.17 Location of Bus Storage and Maintenance Facilities

CITY currently stores and maintains most vehicles at the Corporation Yard located at 555 N. Prospect, Porterville CA. All CONTRACTOR work shall be conducted at this facility unless the TRANSIT MANAGER or his/her DESIGNEE provides written approval to utilize an alternate location.

5.18 Contractor Ingress and Egress

CONTRACTOR shall check-in with the on-duty maintenance supervisor before entering and shall checkout upon leaving CITY premises. CONTRACTOR shall provide identification badges for its employees to be worn at all times while on CITY property. CONTRACTOR shall use a clearly identifiable vehicle displaying business signs on doors or other agreed upon identifying characteristics for purposes of entering the CITY vehicle storage or shop areas. Unless other times are arranged in advance, ingress and egress by CONTRACTOR personnel and vehicles shall be limited to 8:00 a.m. to 5:00 p.m. on Monday through Friday of each week, excluding CITY holidays.

5.19 Work on CITY Property

CITY shall make every attempt to provide sufficient room in bus parking areas for installation, removal, maintenance and repair of advertising materials. Indoor space will only be available at the discretion of the on-duty maintenance supervisor.

CONTRACTOR will provide all necessary parts, equipment, materials and/or tools required to perform the required work and will not store any parts, equipment, materials and/or tolls on CITY

property. CONTRACTOR shall be responsible to dispose of waste generated by its activities. CONTRACTOR shall perform work in such a manner as to eliminate unnecessary noise, obstruction, hazardous conditions or other disturbances to CITY operations, CITY personnel, and the public. CONTRACTOR shall keep work areas in a neat and safe condition. Any damage arising from the CONTRACTOR'S performance of work shall be repaired or remedied immediately at CONTRACTOR'S sole expense.

5.20 Advertising Revenue and Price Rates

Advertising revenue is defined in Section 9.1, herein below. Advertising price rates for bus and shelter advertising shall be established by CONTRACTOR subject to prior written approval by CITY. CONTRACTOR shall assure that advertisers pay appropriate rates on a timely basis. CONTRACTOR shall reconcile advertising payments to bus and shelter advertising use, keep advertising revenue secure, and account for advertising revenue in accordance with procedures to be proposed by the CONTRACTOR and subject to CITY approval.

5.21 Standard Advertising Sales Agreement

CONTRACTOR shall utilize a Standardized Advertising Sales Agreement which shall set out the complete terms of agreements between the CONTRACTOR and advertiser(s) for advertising on PORTERVILLE TRANSIT. The Standardized Advertising Sales Agreement form shall be approved in writing by CITY prior to use and shall be used for all advertising sales transactions related to bus advertising on PORTERVILLE TRANSIT. Any deviation from the Standardized Advertising Sales Agreement must be approved by CITY prior to placement of advertising on PORTERVILLE TRANSIT.

5.22 Recordkeeping

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to transit advertising services performed for CITY under this Agreement on file for at least three (3) years following the date of final payment to CITY by CONTRACTOR.

CONTRACTOR shall collect record and report to the CITY on a quarterly basis all accounting data in accordance with generally accepted accounting principles. All worksheets and detail

information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to CITY within one month after the close of the applicable quarter.

6. CHANGES IN SCOPE OF WORK

It is understood and agreed by CITY and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of PORTERVILLE TRANSIT public transit system operations. In each such instance, CITY and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment NO. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "B", entitled "APPROVED AMENDMENTS - CITY AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

7. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the CITY and all of its officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorney's fees and other costs of defense incurred by CITY, whether for damage to or loss of property, or injury to or death of person, including properties of CITY, and injury to or death of any CITY officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the negligence of CITY.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

8. INSURANCE

8.1 Insurance

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

8.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars ($1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

8.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, and broad form property damage coverage. Such insurance shall (1) name CITY and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and (3) contain standard cross liability provisions.

8.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than $1,000,000 (one million dollars) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least $5000 per occurrence, (2) name CITY and all of its elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (3) be primary for all purposes; and, (4) contain standard cross liability provisions.

8.1.4 ALL INSURANCE shall contain the following provisions:

A. Coverage shall be on an "occurrence" basis.

B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
C. The Liability policy must cover personal injury as well as bodily injury.
D. The Liability policy shall include a cross-liability or severability of interest endorsement.
E. Broad form property damage liability must be afforded.
F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
H. Policies shall name CITY and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to CITY and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverages required above, including specific evidence of separate endorsements naming the CITY and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to CITY.

The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that 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 obtain damages from the CONTRACTOR resulting from said breach.

9. COMPENSATION STRUCTURE AND METHOD OF PAYMENT TO CITY

CONTRACTOR shall retain a percentage of net advertising revenue for transit advertising space on CITY buses and shelters as payment for the transit advertising services set out in this Agreement.

9.1 Definitions

9.1.1 "Gross advertising revenue" means all monies, remunerations, and considerations of every kind received from the sale of advertising space by the Contractor in its operations as permitted under this Agreement, including the value of advertising space which is traded or otherwise provided without monetary remuneration and which appears on the exterior bus advertising space provided by CITY. Gross advertising revenue shall be calculated on the accrual basis, i.e., amounts are prorated to the time periods during which the advertising is displayed.

9.1.2 "Net advertising revenue" shall mean "gross advertising revenue" less the following:

1. Deductions from gross sales of those commissions paid to advertising agencies or sales agents other than CONTRACTOR staff or subcontractors, if any, at a rate not exceeding fifteen percent (15%) of the applicable gross billing amount for the advertising space sold by the agent; and,
2. Deduction of the amount of any sales, use and similar taxes (but excluding income and property taxes) directly levied by any public agency on the sale or display of advertising under the terms of this AGREEMENT and paid by the CONTRACTOR. Deductions from Gross Advertising Revenue to arrive at Net Advertising Revenue shall be amortized over the term of the advertising.

9.2 Compensation Structure and Payment

CONTRACTOR shall pay to CITY the net advertising revenue earned each month by the 10th day of the following month, less a CONTRACTOR retention of 50 percent (50%) as payment for CONTRACTOR services.

All payments to CITY shall be made in a timely manner. Late payments shall be subject to a five percent (5%) penalty and one and one-half percent (1.5%) interest per month.

10. TERM OF AGREEMENT

10.1 Base Term

This AGREEMENT shall become effective August 1, 2019 and shall continue in full force and effect through June 30, 2022 unless earlier terminated as herein provided.

10.2 Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT, CITY at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of three (3) months. CITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

10.3 Option Term

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at CITY's sole election, anytime on or before the date specified herein and as follows:

DESCRIPTION - CITY may extend the service provided by CONTRACTOR under this AGREEMENT for up to three option periods of two-year durations.

COMPENSATION RATE - The Net Revenue Percentage Rate shall be the same during any option term as the rate set forth hereinabove.

OPTION EXERCISE DATES: On or before April 1, 2022 for the initial option term, and on or before April 1 of each subsequent year for the two remaining option terms.

It is mutually understood and agreed that all work performed, and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual AGREEMENT.

It is mutually understood and agreed that CITY is under no obligation whatsoever to exercise this option and that no representations have been made by CITY committing it to such exercise of

this option, and that CITY may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

11. TERMINATION

CITY or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

11.1 Basis for Termination:

FOR CONVENIENCE: CITY may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, by giving CONTRACTOR ninety (90) days written notice thereof.

FOR MATERIAL BREACH: CITY may terminate this AGREEMENT upon thirty (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the CITY may without further notice and without suit or other proceedings cancel this AGREEMENT.

FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of CITY terminate this AGREEMENT.

BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

11.2 Compensation upon Termination:

Should either party terminate this AGREEMENT, compensation to CONTRACTOR shall be limited to amounts accrued to the date of termination as specified under Paragraph 9.2 – Compensation Structure and Payment.

11.3 Transition to Future Contractor

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the CITY or any future CONTRACTOR selected by CITY, CONTRACTOR'S full cooperation in the transition to CITY or the successor CONTRACTOR.

12. ADMINISTRATION

12.1 Control

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of the CITY. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 6 - Changes in Scope of Work herein.

Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

12.2 Force Majeure:

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

13. GENERAL PROVISIONS

13.1 Conflict of Interest

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

13.2 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

13.3 Anti-Lobbying

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

13.4 Audit; Retention of Records

CONTRACTOR shall allow the authorized representatives of CITY, the U.S. Department of Transportation, the Comptroller General of the United States, and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three years after final payment under this AGREEMENT and until all other pending matters are closed.

13.5 Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to

time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13.6 No Obligation by the Federal Government to Third Parties

(1) The CITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

13.7 Program Fraud and False or Fraudulent Statements or Related Acts

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

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the

right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13.8 Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, which is attached hereto and made a part of this Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Porterville. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Porterville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.9 Federal Privacy Act Requirements

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the

Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

13.10 Energy Conservation

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13.11 Compliance with Environmental Standards

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to the CITY, the Federal Transit Administration, and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

13.12 Civil Rights

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee

or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

13.13 Disadvantaged Business Enterprises (DBE)

The City of Porterville has established an overall Disadvantaged Business Enterprise (DBE) Program goal. The CITY is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the overall DBE goal is being achieved, the CITY is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the CITY achieves its federally mandated overall DBE goal, the CITY encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the project shall contain all the provisions of this section.

13.14 Compliance with Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between CITY and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of CITY if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating CITY vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

13.15 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

13.16 Headings:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

13.17 Sale or Transfer

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the CITY to such sale, assignment, or transfer. In the event of any violation of this Section, CITY may immediately terminate this AGREEMENT.

13.18 Binding

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

13.19 Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

13.20 Notice

All notices hereunder and communications with respect to this AGREEMENT shall be affected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

CITY:	**CONTRACTOR:**
City of Porterville	Rethought Reborn Media
Attn: Richard Tree	Attn: Jenna Salazar
291 N. Main Street	2828 Quartz Drive
Porterville, CA 93257	Arnold, CA 95223

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

CONTRACTOR	CITY OF PORTERVILLE
By _____	By_____
Jenna Salazar, President	Martha Flores, Mayor

EXHIBIT A

ADVERTISING POLICY

CITY OF PORTERVILLE PUBLIC TRANSPORTATION

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

I. Purpose and Intent

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

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

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

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

II. Advertising Standards and Restrictions

A. <u>Permitted Advertising Content</u>

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

1) Commercial and Promotional Advertising. Commercial and promotional advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transaction, donations, products or property for commercial purposes or more generally promotes an entity that engages in such activity.

2) Disclaimer. Porterville Transit reserves the right, in all circumstances, to require an advertisement to include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of Porterville Transit.

3) Additional Requirement. Any advertising in which the identity of the sponsor is not readily and unambiguously identified must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72 point type for exteriors and 24 point type for interiors): "Advertisement paid for by [Sponsor's Name]."

4) Government Use. The City reserves the right to utilize any areas it has deemed appropriate for advertising pursuant to this policy for its own promotional purposes, including but not limited to the promotion of city-sponsored events, or to permit use by other governmental agencies for the promotion of local governmental services.

B. Prohibited Advertising Content

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

1) False, misleading, or deceptive commercial speech. This advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.

2) Unlawful goods or services. This advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services under local, state, or federal laws.

3) Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities under local, state or federal laws.

4) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by Porterville Transit of any service, product or point of view, without prior written authorization of Porterville Transit (through its Director).

5) Obscenity or Nudity. Contains any nudity, obscenity, sexual content, sexual excitement, or sadomasochistic abuse as those terms defined in California State statutes.

6) Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary or community standards, would find appeals to the prurient interest of minors or adults in sex.

7) Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products.

8) Alcohol, Marijuana, and Regulated Substances. Advertising that promotes the sale or use of beer, wine, distilled spirits, alcoholic beverages, or any substance licensed and regulated under California law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.

9) Firearms. Advertisement that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products.

10) Demeaning or disparaging. Advertising that includes language, pictures, or other graphic representations that are derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.

11) Profanity. The advertisement contains profane language.

12) Violence. The advertisement contains and image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.

13) "Adult" – oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, adult book stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites and escort services.

14) Political. Advertisement promoting or opposing (i) a political party; (ii) the election of any candidate or group of candidates for federal, state or local government offices; (iii) any legislation, initiative, referendum or ballot measure; or (iv) a political action committee, political campaign or political philosophy.

15) Public Issue. Advertising expressing or advocating an opinion, position, or viewpoint on matters of public debate about economic, political, religious or social issues.

16) Harmful or Disruptive to Transit System. Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with Porterville Transit's transportation system.

III. Advertising Program and Administration

A. Administration.

Porterville Transit shall select an “Advertising Contractor” who shall be responsible for the daily administration of Porterville Transit’s advertising program, in a manner consistent with these guidelines.

B. Procedure.

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

1) The Transit Manager will review the advertisement to determine whether the advertisement meets the adopted standards and guidelines set forth in Section II of this policy.

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

C. Execution.

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

EXHIBIT B

Rethought Reborn Media Proposal

ATTACHMENT B
GENERAL INFORMATION FORM
(To be completed by the Proposer and placed at the front of your proposal)

RETHOUGHT REBORN MEDIA
Legal Name of Firm

06/21/2019
Date

2828 QUARTZ DR (PO BOX 6260)
Street Address

559.783.9545
Firm's Telephone Number

ARNOLD CA 95223
City/ZIP

JENNA.SALAZAR@RETHOUGHTREBORN.COM
Firm's Email

CORPORATION
Type of Organization
(Corporation, Sole Proprietorship, Partnership, etc.)

#02120 (CITY OF PORTERVILLE)
Business License (documented

82-1460151
Taxpayer ID Number (Federal)

JENNA SALAZAR, PRESIDENT/CEO, JENNA.SALAZAR@RETHOUGHTREBORN.COM
Name, Title, and email address of Project Manager

(SAME AS ABOVE), 559.783.9545
Name, Title, Phone Number and email address of Person Project Correspondence should be directed to

Is your firm a Disadvantaged Business Enterprise as defined in 49 CFR Part 26, as amended, by the Surface Transportation and Uniform Relocation Assistance Act of 1987? ☒ Yes ☐ No

Listing of Major Sub Consultants proposed, their phone number, S/DBE status and areas of responsibility (use additional sheets as required:

ANDREW RICE DBA ROYAL WRAPZ, 559.731.9368 *(not DBE cert.)*: Utilized for production & installation of advertising materials.

JENNA SALAZAR, PRESIDENT/CEO
Name and Title of Person Signing

Proposal

RETHOUGHT REBORN media

TRANSIT ADVERTISING SERVICES

RFP #18/19-AC1882

A Proposal to

City of Porterville

Presented on

June 21, 2019

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A

June 21, 2019

City of Porterville
Attn: Purchasing Division
291 N. Main St.
Porterville, CA 93257

RE: Transit Advertising Services
(RFP #18/19-AC1882)

To Whom It May Concern:

Rethought Reborn Media is pleased to present our qualifications for the Transit Advertising Services as outlined in RFP# 18/19-AC1882. Established over six years ago, we specialize in coordinating transit advertising programs in small to medium transit markets throughout the Central Valley, including the cities of Porterville, Delano and, most recently, Visalia.

Rethought Reborn Media accepts all of the requirements of the project as described in the RFP. We are incorporated in California and legally authorized to do business in California. Our Federal Tax ID# is 82-1460151.

Jenna Salazar, President & CEO, telephone (559) 783-9545 ext. 101, email jenna.salazar@rethoughtreborn.com, is the only individual authorized to enter into a binding agreement on behalf of Rethought Reborn Media.

Very Respectfully,

Jenna Salazar
President / CEO

PO Box 6260 • Arnold, CA 95223 • 559.783.9545 • www.rethoughtreborn.com • www.transit-advertising.com

A.2 Firm Profile

FIRM NAME:	Rethought Reborn Media
BUSINESS ADDRESS:	2828 Quartz Dr Arnold, CA 95223
MAILING ADDRESS:	PO Box 6260 Arnold, CA 95223
TELEPHONE NUMBER:	559.783.9545
PRIMARY CONTACT:	Jenna Salazar President/CEO 559.783.9545 x 101 jenna.salazar@rethoughtreborn.com
DATE ESTABLISHED:	January 2013 *(incorporated April 2017)*
TYPE OF ORGANIZATION:	Corporation *(CA Corp. No. C40200005)*
DBE FIRM ID:	44771
DESCRIPTION:	Rethought Reborn Media is an advertising & marketing agency specializing in managing transit advertising programs, as well as providing marketing and support functions for transit agencies, local and regional government agencies, and other community-based organizations primarily in the Central Valley.

A.3 Personnel

Jenna Salazar, President/CEO
Ruben Guillen, Sales Representative

A.4 Staff Qualifications & Experience

OWNER: Jenna Salazar *(Arnold, CA)*

PROFILE: Jenna is an eight-year Army veteran with years of experience in the healthcare industry prior to joining the military. In January 2013, she started Rethought Reborn Media, as she identified a need for an advertising/ marketing firm with a focus on serving local businesses in the community.

PRIMARY DUTIES:

- Primary contact for all communications with City personnel
- Program administration
- Graphic design (ad design)
- Coordination of production, installation and removal of ads
- Regular inspection of ad inventory
- Monthly invoicing and reporting
- All other non-sales related duties

SALES REPRESENTATIVE: Ruben Guillen *(Tulare, CA)*

PROFILE: Ruben brings over seven years of business-to-business sales experience in the Central Valley to the team. He brings a passion for working with businesses achieve their goals through services we offer.

PRIMARY DUTIES:

- Primary contact for all communications with new and existing advertisers
- Cultivate and maintain relationships with new and existing advertisers
- Prepare proposals within clients' budgets
- Secures advertising contracts

JENNA SALAZAR

SUMMARY OF QUALIFICATIONS

Over 20 years' experience in positions of increasing responsibility in both the military and civilian sector, encompassing the following areas:

- Marketing and advertising planning and implementation
- Program development
- Event planning and coordination
- Inventory Management
- Training Development
- Personnel Administration
- Records Management
- Human Resources and employment recruitment
- Designed, implemented, and managed numerous training programs; conducted seminars and briefing sessions
- Supervised office and field staff; coordinated work flow
- Worked closely with senior-level management in long-term strategic planning

EXPERIENCE

01/13 - Present — Rethought Reborn Media

President/CEO

Built and scaled a marketing and advertising agency using entrepreneurial skills, efficient boot-strapping abilities and effective growth marketing strategies; operating all facets of business including strategic planning, operations and marketing; proficient in customer relations, brand positioning, revenue growth, financial management, business development.

01/04 – 01/12 — United States Army

Chemical, Biological, Radiological & Nuclear Specialist;
Reserves 10/08 – 01/12

Assisted in the establishment and application of Chemical, Biological, Radiological and Nuclear (CBRN) defense measures for the unit; provided training advice and supervision regarding the proper use and maintenance procedures for CBRN equipment and operations; maintained and supplied unit personnel with CBRNE equipment and conducted regular inspections ensuring proper functionality; operated and performed operator maintenance on smoke generating equipment, CBRN identification/detection and decontamination equipment; trained soldiers on CBRN response operations; operated and maintained CBRN detection and decontamination equipment.

PO Box 6260 • Arnold CA 95223 • (540) 454-9533 mob • jenna.salazar@outlook.com

JENNA SALAZAR
PO Box 6260 • Arnold CA 95223 • (540) 454-9533 mob • jenna.salazar@outlook.com

Biowarfare Defense Specialist, Assistant Team Leader;
Active Duty 05/04 – 09/06

Responsible for the supervision, combat training, morale, discipline, safety, health and welfare of four Soldiers; accountable for the utilization of two M1097A2 trucks, two M1113 trucks, one 10 kw generator, one trailer, and equipment valued over 3 million dollars; trained company CBRN Teams, conducted training and command inspections; assisted in the planning and execution of all the company's nuclear, biological and chemical CBRN training, advised the company commander on tactical CBRN situations.

09/03 – 01/04 Management Recruiters Int'l, Fresno Fresno, CA

Project Coordinator

Worked with the HR departments of high-profile clients to identify and provided specific personnel for their needs and on behalf of candidates seeking permanent employment; negotiated fees based on priority of search; extensive client contact; researched various niche markets to identify past and present trends.

04/03 – 09/03 Boracchia + Associates Fresno, CA

Sales Associate

Introduced new surgical and medical technologies to physicians; trained and monitored product use in operating room or healthcare provider's office; educated and serviced patients as needed regarding various products; submitted proposals for consigning or purchasing equipment or products to clients; billed for equipment or products used; coordinated CME conferences when indicated for physicians in surrounding areas on new technology; in-serviced operating room staff on proper use of equipment/ product; obtained and submitted proper documentation for proof of medical necessity for prescribed product as required by patient's insurance policy.

01/03 – 04/03 Tulare County Sheriff Office Visalia, CA

Emergency Dispatcher

Received and transmitted emergency calls by telephone, radio, or other signal system; relayed information to sheriff patrol cars, police, ambulances, fire apparatus, rescue squads, or other personnel and equipment as needed to handle all complaints and requests for assistance; monitored activities of all sheriff units in the field; kept records of all activity related to the delivery of emergency services or other services required of the dispatch center.; performed such other duties as assigned by appropriate authority.

11/01 – 01/03 Earl S. Pearson, M.D. Porterville, CA

Medical Assistant / Receptionist

Scheduled appointments; prepared next day's charts; processed payments; generated end-of-day report and balanced accounts receivable; prepared patients for various surgeries and other procedures; assisted physician in surgeries as directed; obtained pertinent data from patient; completed operative reports, lab requisitions and specimen transport forms; medical transcription; managed inquiries from the public, patients, and staff.

JENNA SALAZAR
PO Box 6260 • Arnold CA 95223 • (540) 454-9533 mob • jenna.salazar@outlook.com

01/01 – 09/01 Certus Corporation Fresno, CA

Client Services Coordinator

Primary:
Designed, compiled and submitted all daily, weekly and monthly reports to all clients; traveled onsite to client facilities to review systems, established procedures; monthly client invoicing; attended and documented all internal and external meetings; coordinated day-to-day client/staff inquiries and processes.

Other duties:
Hospital billing; interfaced with payers for payment resolution.

09/98 – 12/00 Oregon Health Sciences University Portland, OR

Managed Care Coordinator

Obtained authorizations from internal and external agencies for all outpatient services for six neurosurgeons; provided cross-coverage for surgical pre-authorizations; processed referrals; report auditing and follow-up; answered multi-line telephones; managed inquiries from the public, patients and staff. Served on Employee Recognition Committee.

Administrative Assistant

Schedule coordination for three neurosurgeons; transcribed correspondence, grants, manuscripts and medical records; planned and coordinated conferences and other special meetings; received, processed and distributed departmental mail; filing; answering multi-line telephones; managing inquiries from the public, patients and staff.

03/97 – 09/98 Family HealthCare Network Porterville, CA

Referral Services Clerk

Processed referrals; obtained authorizations from various insurance companies and worker's compensation agencies; generated monthly referral report; designed referral documents utilized company-wide; schedule patient appointments with outside specialists and diagnostic service facilities; computer data entry; chart auditing and follow-up; patient services tracking; assisted Referral Services Coordinator; purchasing and inventory for department.

Ruben Guillen
1758 Champagne Street
Tulare, Ca. 93274
(559) 684-8866 Home
(661) 304-2239 Cell
rguillen1@comcast.net

Objective:
To be able to utilize over 25 years of management, sales and business development experience as well as over 9 years in the staffing industry which included sales and marketing in a challenging and rewarding position.

Professional Experience:

Rethought Reborn Media
2828 Quartz Dr.
Arnold, CA 95223
Transit Advertising Sales Representative April 9, 2018 – Present
Daily business to business marketing of transit advertising in the City of Delano, the City of Porterville and Kings County markets, proposal development of advertising within client budgets and goals, cold calling and lead follow up as well as point of contact between clients and potential clients in the central valley and corporate office.

Employnet (Nova Management)
801 West Center Ave.
Visalia, CA 93291
Business Development Manager Nov. 3, 2014 – February 9, 2018
Daily business to business marketing and new business development of the temporary, temp-to-hire, employee staffing and employer of record services industry throughout the US. Sales and marketing and account management for the Tulare, Kern, Kings and Fresno County areas. Marketing consist of cold calls, warm lead and follow up calls to businesses by in person sales calls as well as email, social media and telemarketing sales methods for various industries such as light industrial, warehouse and logistics as well as clerical, administrative, accounting and medical. Account management consists of relationship management of accounts varying in size from 5-10 temporary employees to over 800. Daily supervision and coaching of sales team and administrative division members of Visalia and Fresno branch offices. Close supervision and follow up of outstanding invoices and past due account collections. On-boarding of new internal and temporary employees, operational aspects of the division such as time cards and weekly payroll as well as injury reporting and follow up. Oversight and supervision of internal staff in multiple offices including performance reviews for promotional as well as correctional opportunities.

Acclaim Credit Technologies
227 N. West Street
Visalia, CA 93291
Director of Marketing October 28, 2013 – October 31, 2014
Plans and implements sales, marketing and product development programs targeted toward new and existing markets. Daily outside business to business marketing as well as telemarketing through-out the state of California to those business entities that have a need for customer debt recovery which included hospitals, medical facilities, agricultural and other service businesses.

Robert Half International
Accountemps
3130 W. Main Street Suite D
Visalia, CA 93291
Division Director June 11, 2012 to October 25, 2013
Daily outside business to business marketing and new business development of the temporary and temp-to-hire employee staffing industry in Tulare, Kings and Fresno Counties, customer service to existing accounts, developed and presented client proposals for new business development. Recruit and interview potential candidates for placement. Staff and branch operations supervision as well as accounts receivables management and branch profitability.

San Joaquin Valley College
801 S. Akers Street
Visalia, CA 93277
Career Services Advisor January 9, 2012 to June 8, 2012 – **(Temporary Position)**
Career coaching and job placement of online students across the US which consists of advising students on resume building, job site identification and interviewing techniques, assisting them in securing a job in their field of study which includes Medical Assisting, Medical Office Administration and Construction Management.

Valley Staffing Services
3435 S Demaree Street, Suite C
Visalia, Ca. 93277
Branch Manager July 9, 2009 to June 17, 2011 **Company Closure**
Daily outside business to business marketing and new business development of the temporary and temp-to-hire employee staffing industry in Tulare, Kings and Fresno Counties, customer service to existing accounts, developed and presented client proposals for new business development. Staff and branch operations supervision as well as accounts receivables management and branch profitability. Supervised over 100 temporary employees assigned to various employers as well as recruiting, interviewing and placement of temporary employees.

Continental Labor & Staffing Resources
1810 South Central, Suite C
Visalia, Ca. 93277
Laid off – Letter of recommendation available
Regional Manager October 6, 2008 to May 7, 2009
Duties include management and supervision of office staff and daily outside business to business marketing and new business development of the temporary and temp-to-hire employee staffing industry in Tulare, Kings and Fresno Counties, customer service to existing accounts as well as the management of monthly outstanding and past due invoice collections. Developed and presented client proposals for new business development.

CitiFinancial
12 S. Main Street
Porterville, Ca. 93257
Branch Manager September 16, 2006 to October 3, 2008
Duties include reviewing applications and credit histories for loan approvals which included personal and secured loans as well as real estate loans, growth, collections and loss mitigation, daily branch operations, training and development of office sales staff and new business development through area marketing, customer service and problem resolution. Compliance review and control of all customer files and accounts, personnel, sales management and completion of monthly branch activity reports as well as annual employee evaluations.

Education	1988 to 1994	California State University Bakersfield Junior Year Business Administration
Bi-lingual	Spanish & English	

A.5 Subcontactor

Subcontractor:	RoyalWrapz (Visalia)
Contact:	Andy Rice 559.731.9368
Subcontracted Services:	Production and installation of advertising materials on transit vehicles

Rethought Reborn Media has worked with Andy Rice, founder of RoyalWrapz, for the production and installation of advertising materials for over five years. His skill and dedication to excellence is readily apparent in all of projects we have subcontracted out.

Additionally, since RoyalWrapz has extended their services to include the printing portion of the production process in-house, we are able to extend wholesale prices to our advertisers and have lowered our published production costs.

B

B.1 Related Experience

Project:	Revenue Sharing Transit Advertising
Market:	City of Porterville
Contract Date(s):	Jan 2014 - [current]
Contact:	Richard Tree, Transit Manager
Advertising Dollars: (Gross Billings)	• 2014: $69,356 • 2015: $89,436 • 2016: $83,580 • 2017: $110,780 • 2018: $85,035 • 2019 (YTD): $49,230
Services Provided:	• Advertising sales • Basic ad design • Coordinate production, installation and ad removal • Assist with account collection as requested by the City

Project:	Revenue Sharing Transit Advertising
Market:	City of Delano
Contract Date(s):	Oct 2017 - [current]
Contact:	Viviana Zamora, Transit Manager
Advertising Dollars: (Gross Billings)	• 2017: $0 • 2018: $8,235 • 2019 (YTD): $0
Services Provided:	• Launch advertising program • Advertising sales • Basic ad design • Coordinate production, installation and ad removal • Contract billing and collection (submit City's portion of receivables monthly)

Project:	Revenue Sharing Transit Advertising
Market:	Kings County
Contract Date(s):	Jun 2014 - Apr 2019*
Contact:	Jami Holloway, Transit Manager
Advertising Dollars: (Gross Receivables)	• 2014: $57,018 • 2015: $32,449 • 2016: $105,917 • 2017: $104,701 • 2018: $107,700 • 2019 (YTD): $23,055
Services Provided:	• Advertising sales • Basic ad design • Coordinate production, installation and ad removal

** Effective April 2, 2019, KART suspended their transit advertising program indefinitely due to "budget constraints."*

Project:	Revenue Sharing Transit Advertising
Market:	City of Dinuba
Contract Date(s):	Dec 2014 - Dec 2017
Contact:	Luz Torres, Accounting Tech
Advertising Dollars: (Gross Receivables)	• 2015: $0 • 2016: $20,262 • 2017: $34,448
Services Provided:	• Advertising sales • Basic ad design • Coordinate production, installation and ad removal

C

C Proposed Project Approach

Rethought Reborn Media provides a comprehensive approach to managing and coordinating transit advertising programs. Below is a summary of how we propose to meet the requirements set forth in the RFP:

1. Providing recommendations to the existing transit advertising program for Porterville Transit (PT) including:

    a. *Transit Advertising contract template*. Rethought Reborn Media will create and utilize a standardized Advertising Sales Agreement outlining the complete terms of agreement between Rethought Reborn Media and the advertiser, with a copy provided to the City. This agreement will be provided to the City prior to being utilized for review and approval. No other sales agreement will be used without prior written approval by the City. If awarded, the proposed Advertising Sales Agreement will be submitted for review within one week of the contract start date.

    b. *PT advertising rates*. Rethought Reborn Media will annually review the advertising rates and provide recommendations for change/adjustment to the City. These recommendations will be based on market conditions, available inventory, and comparable markets. Advertising discounts will be extended to advertising agencies (15%) and non-profit organizations, education entities and government agencies (10%).

    c. *Production and specification guidelines*. Rethought Reborn Media will create artwork specifications and templates for all offered advertising space available with PT. We are proud to be able to offer our advertisers wholesale production rates while utilizing high quality materials in order to ensure the longevity of the advertisement and minimize wear and tear of City property and assets (see Section A.5 Subcontractor, page 10). Artwork specifications will be provided to advertisers who will be submitting print-ready artwork as needed. All artwork submitted by advertisers is reviewed by Rethought Reborn Media to ensure it will comply with the City's advertising policy and fit the vehicle/space correctly.

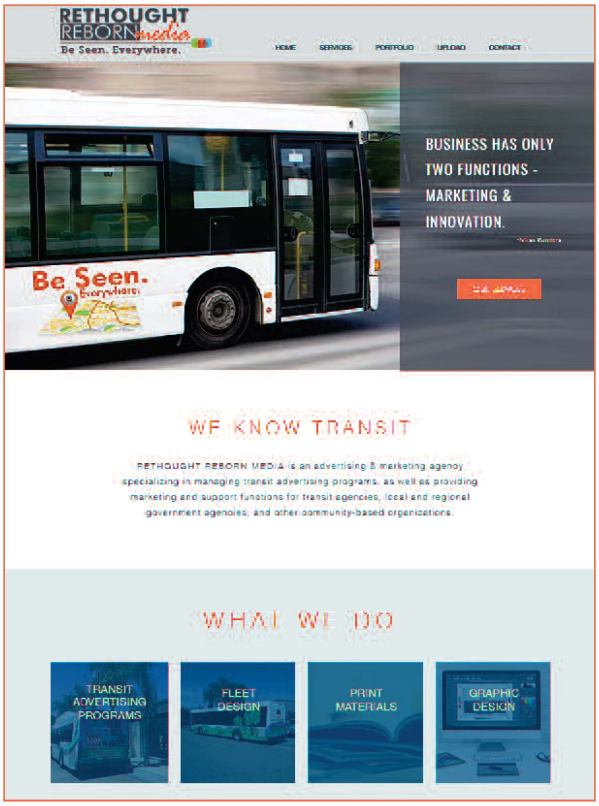
e. *Marketing strategy and materials.*

i. *Media Guide.* Rethought Reborn Media publishes annually a comprehensive Transit Media Guide that includes demographic information, current ad types, rates and production costs for each transit market directly represented by Rethought Reborn Media. This guide is available in hard copy and electronic format and distributed to new and potential advertisers and all other interested parties upon request.

ii. *Website.* Rethought Reborn Media operates a website strictly dedicated to transit advertising at: www.transit-advertising.com. This site provides resources for new and existing advertisers, City personnel and media agencies.

iii. *Business-to-Business Networking.* . Rethought Reborn Media is dedicated to being plugged in and active in the markets we serve. We are long-standing members of the Porterville Chamber of Commerce and maintain an active presence at B2B networking events and support local businesses throughout the community.

iv. *Dedicated Sales Representative.* Having a team member dedicated specifically to establishing and maintaining relationships with our advertisers helps Rethought Reborn Media provide the excellent level of service to our advertisers, clients, contract holders and vendors have come to expect from us.



Screen shot of www.transit-advertising.com

f. *Direct sales and marketing of PT transit advertising including direct sales, tele-marketing, correspondence, internet marketing and social media.*

i. Ruben Guillen is based in Tulare and has been in the Central Valley for his entire life. He is passionate about cultivating and maintaining relationships with businesses throughout the markets we serve. Through cold calling, lead follow-up, in person meetings, phone calls and emails, Ruben is prompt to communicate with our advertisers in whichever format they prefer.

2. Production coordination.

a. *Free ad design*. Rethought Reborn Media is pleased to offer complimentary basic ad design services to our transit advertisers, if needed. We feel this is a valuable service we can provide to our small business advertisers, so their advertising dollars can go to allowing additional "run time" instead of the additional cost of contracting a designer.

b. *Production & installation of materials*.

i. Rethought Reborn Media is proud to offer our advertisers wholesale production pricing while still utilizing high quality materials by subcontracting the production and installation of the ads to RoyalWrapz, a local wrap company with one of the only certified 3M and Avery installers in the Central Valley (see A.5 Subcontractor, page 10).

ii. Rethought Reborn Media coordinates the production and installation of the ads with RoyalWrapz and City staff, making every effort to ensure the process impacts PT operations and staff as minimally as possible. Installation will take place at the City of Porterville Public Works yard at 555 N. Prospect, or other location as directed by the City or transit personnel.

iii. Rethought Reborn Media provides proof of installation to all our advertisers once the ad is installed, along with the bus number and tracking information (e.g. RouteMatch).

3. Program coordination.

a. *We specialize in transit advertising programs*. For over five years, Rethought Reborn Media has specialized in managing transit advertising programs, and we love it! We are committing to helping ensure the program runs as smoothly as possible for all parties involved: PT and City staff, advertisers and vendors. We are committed to clear and timely communication with all parties involved throughout the advertising process.

b. *We take quality assurance seriously.* Rethought Reborn Media performs regular inspections of 100% of the fleet (at least quarterly, at minimum), monitoring the condition of each advertisement and condition of the fleet. We guarantee our advertisers the ad will remain in serviceable condition for up to 12 months. If a defect is identified within that timeframe, Rethought Reborn Media will promptly replace the ad at no additional cost to the advertiser. We also only use high quality materials for ad production to ensure PT property is protected against damage.

c. *Billing and collections for the program.* Rethought Reborn Media assumes all accounts receivable functions for the program, submitting a check to the City for the net advertising revenue earned each month, less the percentage outlined in the contract with the City for advertising services. There are many benefits to Rethought Reborn Media being the sole contact for the advertiser, including:

   i. Freeing up City personnel

   ii. Reducing confusion for advertiser by receiving two invoices from separate entities *(City for space rate and Rethought Reborn Media for production)*

   iii. Allowing advertisers multiple payment options (*i.e. credit card, PayPal, ACH, check)*

   iv. Offering automated payment options to advertisers, reducing late payments

   v. Extending flexible invoicing options to accommodate special circumstances *(e.g. Advertiser needs invoice in current fiscal year, or by a specific date, etc.)*

   NOTE: Any and all merchant fees associated with electronic payments will be deducted from Rethought Reborn Media's percentage of the advertising revenue only.

d. *Clear and regular communication with all interested parties.*

   i. Rethought Reborn Media offers our high-volume and/or long term advertisers a dedicated, password-protected client page providing access to an electronic copy of the executed contract, contract dates, online payment options for production, and most recent picture of installed advertisement(s).

   ii. In addition to the monthly report supplied to the City containing current advertising contract information, Rethought Reborn Media maintains a dedicated, password-protected webpage including photos of the most

up-to-date inventory and ad installations, payment activity, as well as any other information specifically requested by the City.

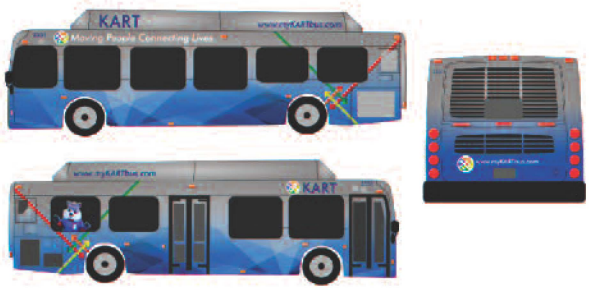
4. Additional services we provide transit agencies.

a. *Fleet design*. Rethought Reborn Media was honored our designs were selected for Porterville Transit's (PT) new zero emission fleet and Kings Area Rural Transit's (KART) rebranded fleet.

b. *Rider's Guide*. Rethought Reborn Media has designed and published KART's annual Rider's Guide for the past four years.

c. *Rebranding*. Rethought Reborn Media designed the new logo and other branding elements for KART in 2018.

d. *Bus stop amenities*. Rethought Reborn Media designed the map and time table inserts as well as the digital Bus Finder home page located at the bus stops throughout KART's transit system.



D

ATTACHMENT A
ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to RFP # 18/19-AC1882

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

RETHOUGHT REBORN MEDIA
Legal Name of Firm

Authorized Signature

JENNA SALAZAR
Printed Name of Signer

PRESIDENT/CEO
Title of Signer

6/18/19
Date

ATTACHMENT C
PROPOSAL FORM

To: City of Porterville

This Proposal Form is used to submit the Offeror's Fixed Percentage Payment to be retained from NET ADVERTISING REVENUE as set out in the Scope of Work. The projected advertising revenue must be based on the Offeror's proposed business plan

Projected Revenue & Retention	**Year 1**	**Year 2**	**Year 3**
Projected Gross Advertising Revenue[1]	$ 115,000	$ 120,000	$ 125,000
Deduction (agencies, taxes)[2]	$(3,000)	$(3,000)	$(3,000)
Projected Net Advertising Revenue[3]	$ 112,000	$ 117,000	$ 122,000
Proposed Contractor Payment Retention[4]	50 %	50 %	50 %
	$ 56,000	$ 58,500	$ 61,000
Net Projected Income to City[5]	$ 56,000	$ 58,500	$ 61,000

[1] Deductions are those deductions allowed from the Gross Advertising Revenue in accordance with the Scope of Work to arrive at Net Advertising Revenue.

[2] Deductions are those deductions allowed from the Gross Advertising Revenue in accordance with the Scope of Work to arrive at Net Advertising Revenue.

[3] Projected Net Advertising Revenue as defined in the Scope of Work.

[4] Proposed Contractor Payment Retention is the firm fixed percentage of Net Advertising Revenue that Offeror proposes as full payment for all services to be provided. It is to be entered as a percentage, and then calculated as a dollar amount based on the percentage retained from Net Advertising Revenue.

[5] Net Projected Income to City: Please calculate the net projected income based on the proposal business plan and firm percentage payment (retention) to Contractor.

ATTACHMENT E
DBE LETTER OF INTENT

To: RETHOUGHT REBORN MEDIA

Name of Bidder

The undersigned intends to perform work in connection with RFP # 18/19-AC1882 as a DBE in the following capacity (check one):

□ Individual ☒ Corporation □ Partnership □ Joint Venture

The undersigned is prepared to perform the following work in connection with the above project (specify in detail the particular work items or parts thereof to be performed):

MANAGING ALL ASPECTS OF THE TRANSIT ADVERTISING PROGRAM AS STIPULATED IN THE CONTRACT WITH THE CITY OF PORTERVILLE. SEE APPLICABLE NAICS CATEGORY CODES ON DBE DESIGNATION LETTER (pp. 24-25).

At the following price: $ (Varies based on advertising contracts)

You have projected the following commencement date for such work, the undersigned is projecting completion of such work as follows:

Items	Projected Date of Commencement	Projected Date of Completion
TRANSIT AD PRGM	08/01/2019	07/30/2022

The foregoing work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a form agreement for the above work with you, conditioned upon your execution of an agreement with the City of Porterville.

RETHOUGHT REBORN MEDIA

Legal Name of Firm

Authorized Signature

JENNA SALAZAR

Printed Name of Signer

PRESIDENT/CEO

Title of Signer

6/18/19

Date

ATTACHMENT F
DBE AFFIDAVIT

State of California }

County of Tulare }

Before me, a notary public, personally appeared JENNIFER SALAZAR, who, being duly sworn, says as follows:

1. I serve as PRESIDENT/CEO for RETHOUGHT REBORN MEDIA (the "DBE")
2. The DBE has been certified as a Disadvantaged Business Enterprise by
3. Such certification has not been revoked and has not expired.
4. There has been no change in the minority status of the DBE.
5. Attached hereto is the DBE's most recent DBE certification letter.
6. The foregoing items are true and accurate.

Signature of Affiant

6/17/19
Date

I certify that the affiant is known or make known to me to be the identical party s/he claims to be. Subscribed and sworn to before me this 17 day of June, 2019.

Wendy Cookson
Notary Public

My Commission expires 10/16, 2021.

[SEAL]

WENDY COOKSON
Notary Public - California
Amador County
Commission # 2218621
My Comm. Expires Oct 16, 2021

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: 916) 324-1700
FAX: (916) 324-1862
TTY: 711

February 28, 2018

Ms. Jennifer Salazar
Rethought Reborn Media
4579 Donegal Way,
Antioch, CA 94531

Firm ID: 44771

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Ms. Jennifer Salazar:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Regulation 49 CFR Part 26, as amended. This certification is also recognized by all USDOT agencies in California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form of the application package:

NAICS Category Codes	Description
541810	Advertising Agencies
541840	Media Representation
541850	Outdoor Advertising
541613	Marketing Consulting Services

Work Category Codes	Description
I7310	Advertising

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at Caltrans' website at www.dot.ca.gov/hq/bep/find_certified.htm. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must submit a No Change Declaration form (which will be sent to you), along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred,

they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on DBE contracting opportunities, please visit our website at http://www.dot.ca.gov/hq/esc/oe/.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

MARYLEE MIGLINO
Office Chief
Certification Branch

ATTACHMENT G
DBE UNAVAILABLE CERTIFICATION

The undersigned Bidder with the City of Porterville (the "Bidder") certifies that on, _____, ____, 20____, a representative of the Bidder contacted the following Disadvantaged Business Enterprise ("DBE") to obtain a Bid/bid for the following work item.

DBE	Work Items Sought	Form of Bid or Bid Sought (i.e., unit price, materials & labor, labor only, etc.)
N/A		

Said DBE was unavailable for work on this project, or unable to prepare a Proposal/bid for the following reason:

N/A

RETHOUGHT REBORN MEDIA
Company

Authorized Signature

JENNA SALAZAR
Printed Name of Signer

PRESIDENT/CEO
Title of Signer

6/18/19
Date

The foregoing statement is a true and correct account of why the undersigned DBE did not prepare a Proposal/bid on this project.

_____
Disadvantaged Business Enterprise

_____
Authorized Signature

_____
Printed Name of Signer

_____
Title of Signer

_____
Date

ATTACHMENT H
LISTING OF SBE PRIME OR SUBCONSULTANTS
(IF APPLICABLE)

RETHOUGHT REBORN MEDIA
Firm (Prime)

559.783.9545
Firm's Telephone Number

2828 QUARTZ DR (PO BOX 6260)
Street Address

JENNA.SALAZAR@RETHOUGHTREBORN.COM
Firm's Email

ARNOLD CA 95223
City/ZIP

6 YRS
Age of Firm

CORPORATION
Type of Organization
(Corporation, Sole Proprietorship, Partnership, etc.)

Small Business Enterprise: □ Yes ☒ No

Contract dollar value must exclude work performed by non-SBEs except materials or equipment purchased and used in this contract.

CREDIT FOR SBE VENDORS of materials or supplies is limited to 60% of its expenditures for materials and supplies required under this Contract and obtained from an SBE regular dealer. Credit for SBE manufacturers is given at 100% toward the SBE goal only where the SBE vendor manufacturers or substantially alters the material prior to resale.

CREDIT FOR SBE BROKERS (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the SBE to non-SBE firms, towards the SBE goal.

CREDIT FOR SBE TRUCKING FIRMS is limited to amount performed by the SBEs own trucks and drivers and by SBE trucking subhaulers. An SBE trucking firm must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

An SBE must be accepted as certified by the City.

Name & Address of Certified SBE	Certification Number	Agency Certifying	Age of Firm	Dollar Value of Contract
1. N/A				
2.				
3.				
4.				
5.				

Description of Work
1.
2.
3.
4.
5.

SBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount $_____

SBE Contract Amount $_____

ATTACHMENT I
CONFLICT OF INTEREST STATEMENT

Bidder certifies that no City of Porterville employee, or family members will receive a benefit from these payments, except as disclosed below. Failure to disclose this information may result in the elimination of your Bid from consideration.

Bidders shall provide a list of all entities/individual(s) with which it has relationships that create, or would appear to create, a conflict of interest with the work expressed in this RFP. The list should indicate the name of the entity/individual, the relationship to the Bidder, and a discussion of the conflict.

Prior to awarding an agreement, this RFP will be decided upon by the City Council of the City of Porterville. Also provide a description of relationships with any City Council Member that would create, or would appear to create, a conflict of interest.

The undersigned Bidder discloses the following actual or potential, direct or indirect conflicts of interest:

(NOTHING TO DISCLOSE - RETHOUGHT REBORN MEDIA, JENNA SALAZAR, AND RUBEN GUILLEN HAVE NO FINANCIAL, BUSINESS OR OTHER RELATIONSHIP WITH THE CITY OR ANY MEMBER OF THE CITY STAFF THAT MAY HAVE AN IMPACT ON THE OUTCOME OF THE PROJECT).

RETHOUGHT REBORN MEDIA
Company

Authorized Signature

JENNA SALAZAR
Printed Name of Signer

PRESIDENT/CEO
Title of Signer

6/18/19
Date

ATTACHMENT J

CERTIFICATE OF PRIMARY CONSULTANT REGARDING DEBARMENT

DEBARMENT AND SUSPENSION CERTIFICATE

CERTIFICATION OF POTENTIAL CONSULTANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The primary participant, JENNA SALAZAR certifies or affirms the
(firm name/principal)

affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. sections 3801 et seq. are applicable thereto.

PRESIDENT/CEO
Signature and Title of Authorized Official

6/18/19
Date

ATTACHMENT K
LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

The undersigned [Consultant] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -- LL, "Disclosure From to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant. RETHOUGHT REBORN MEDIA , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official _____

Name and Title of Consultant's Authorized Official JENNA SALAZAR, PRESIDENT/CEO

Date 6/18/19

ATTACHMENT L
WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)

) SS

CITY OF PORTERVILLE)

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

RETHOUGHT REBORN MEDIA
Company

Authorized Signature

JENNA SALAZAR
Printed Name of Signer

PRESIDENT/CEO
Title of Signer

6/18/19
Date

ATTACHMENT M
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Clause

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Transit Manager setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees, placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Transit Manager, advising the labor union or the workers' representative of the CONTRACTORS' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the CONTRACTOR' non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

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

Certification on Non-Segregated Facilities

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

RETHOUGHT REBORN MEDIA
Company

Authorized Signature

JENNA SALAZAR
Printed Name of Signer

PRESIDENT/CEO
Title of Signer

6/19/18
Date

E

PORTERVILLE TRANSIT

April 22, 2019

To Whom It May Concern:

We are pleased to provide a reference letter regarding the contractual relationship between the City of Porterville and Rethought Reborn Media.

The contract for bus advertising services was entered into in January of 2014 and is currently ongoing. Through the endeavors of Rethought Reborn Media, they have consistently generated interest in new bus advertising, and repeat contracts from satisfied companies. Their diligence in maintaining and increasing bus advertisement sales has provided the City of Porterville with a steady monthly income that has increased year after year.

The quality of the bus advertisement produced by Rethought Reborn Media has been exceptional, and we especially appreciate those times when advertisements are needed in a hurry. They are always diligent in accelerating the process and working within our needs.

The City of Porterville has been pleased with the relationship and the level of professionalism by Jenna and her staff. We appreciate her quick response to any questions we had and felt we can rely upon them to respond to any issues that we had encountered.

If you have any questions, please feel free to contact me at 782-7448.

Very truly yours,

Richard I. Tree

Richard I. Tree
Transit Manager

April 24, 2019

To Whom It May Concern,

I have had the pleasure of working with Jenna Salazar, Rethought Reborn for the last five years; Jenna has shown the ability to establish an excellent rapport when working with advertising our advertising program. Her commitment to ensuring the success of our programs continuously met our agencies expectations.

KCAPTA's relationship with Rethought Reborn over a period of five years is indicative of our satisfaction with Jenna and her team. The work has always been performed in a timely fashion, and the field personnel is knowledgeable, experienced and responsive, and the craftsmanship throughout the projects have been excellent.

It is with gratitude that I recommend Rethought Reborn to your agency. I am confident that Jenna Salazar with Rethought Reborn is a precious asset to your agency. Please feel free to contact me if you would like additional information.

Very truly yours,

Jami Holloway

Kings County Area Public Transit Agency

Transit Manager

KCAPTA
610 W. 7th St. • Hanford, CA 93230 • (559) 852-2717 • www.kartbus.org

Royal Wrapz
32193 Rd. 160, Ivanhoe, CA. 93235 - 559-731-9368 - Andy Rice - Royalwrapz@gmail.com - www.royalwrapz.com

April 26th, 2019

To Whom It May Concern:

I am writing this letter to you as a recommendation for the services of Jenna Salazar / Rethought Reborn Media. For 5 plus years we have worked with Rethought Reborn Media to create a Top Notch working relationship with making templates of the buses, printing the graphics, to installation of the graphics.

I know Rethought Reborn Media to be dependable, responsible and a dedicated company. They go above and beyond to make sure clients are satisfied with the work being performed.

I'd be happy to answer any questions or discuss my recommendation further. Please feel free to call me at 559-731-9368.

Regards,

Royal Wrapz

Andy Rice

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Authorization to Award Ferric Chloride Purchase Contract

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is seeking a one (1) year contract for eight (8) bulk deliveries of 48,000 pounds of ferric chloride. Ferric chloride is added to the treatment process to control the concentration of hydrogen sulfide in wastewater and digester gas. Hydrogen sulfide is a concern because of odors, corrosion to metal, corrosion to concrete, and toxicity. Ferric chloride addition to the anaerobic digesters is required by the Regional Air Board when digester gas is flared.

The WWTF received three (3) quotes reflecting the cost per pound of ferric chloride. The quotes are as follows:

Kemira $0.136/lb
Argo Chemical $0.218/lb
Brenntag $0.370/lb

Kemira has been identified as the lowest quote, therefore securing the annual contract to supply ferric chloride. The purchase of ferric chloride in the amount not to exceed $53,000 per annual expenditure for deliveries, which equates to 384,000 pounds of ferric chloride, will be funded from the 2019-2020 Wastewater Operating Budget.

RECOMMENDATION: That the City Council:

1. Award the ferric chloride contract for one year to Kemira for an amount not to exceed $53,000 for the fiscal year;

2. Direct the Finance Director to initiate a Purchase Order to Kemira for a do not exceed amount of $53,000 for the fiscal year; and

3. Direct the Finance Director to make payment to Kemira upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. Kemira Quote

2. Argo Quote
3. Brenntag Quote

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

kemira

Price Quote

Customer:	**City of Porterville, CA**	Date:	**7/8/2019**
Contact:	**Roberto C. Alvarez**	Sold-to:	**tbd**
Phone:	**559-782-7505**	Ship-to	**tbd**
Email:	**ralvarez@ci.porterville.ca.us**	Account manager:	**Melanie LEFEBVRE**

Object: **Price quotation for the supply and delivery of : PIX-311**

Dear Mr. Roberto C. Alvarez

Kemira is pleased to provide you pricing for the following:

Material:	**NSF - FERRIC CHLORIDE 13.8 Fe**	SAP# 42768
Price:	**$0.136 / Wet LB** , Delivered	
Minimum Quantity:	**48,000 Wet LB**	
Validity:	From **7/1/2019** to **6/30/2020**	
Lead time:	5-7 Business days	
Payment term:	Net thirthy / Taxes Extra	

* Pricing includes 1 1/2 hours for unloading upon arrival; additional demurrage ($100/hr) may apply to accomodate Customer situation
* Pricing includes delivery to customer site; additional freight and handling charges may apply for any returned or re-directed product.
* An additional $150 per order for split deliveries or special unloading requirements (package filling).

For all inquiries and / or orders, please contact us at:

Customer service (orders & general request)

Phone	1-800-927-3950	
Email	IW-customerservice@kemira.com	Orders
	Inquiry.M&INA@kemira.com	General Inquiries

Thank you for working with Kemira.

MELANIE LEFEBVRE

ACCOUNT MANAGER
INDUSTRY & WATER, Water, NA

phone +1 450 809 0183
mobile +1 514 229 7936
melanie.lefebvre@kemira.com

SINCE 1980

argo chemical

30933 IMPERIAL STREET
BAKERSFIELD, CA 93263
ADMINISTRATIVE OFFICES

PHONE: 661 322-2222
FAX: 661 322-2303
www.argochem.com

100 QUANTICO AVENUE
BAKERSFIELD, CA 93307
EAST PRODUCTION FACILITY

COMMODITY & CLEANING CHEMICALS - FOOD PROCESS & WATER TREATING CHEMICALS

6-12-19

CITY OF PORTERVILLE
1333 W. Grand Ave
Porterville, CA 93257

Phone: (559) 782-7501
Fax: (559) 782-8937
Email: Ralvarez@ci.porterville.ca.us

Attention: Mr. Robert Alvarez

Dear Robert:

Thank you for asking **argo chemical** to provide you with the following price quote, for full truckload quantities of Ferric Chloride solution:

PRODUCT	MINIMUM DELIVERY QUANTITY	PRICE
Ferric chloride 38-42%	48,000 LB Bulk	$ 0.218 LB

TERMS

Product Pricing Period: Firm through 06-30-2020. (Unless manufacturer's price change occurs.)
Minimum Delivery Quantity: As described per item.
Lead-time: 1 to 3 days ARO.
F.O.B.: Shipping Point with Freight included in the price as pre-paid and allowed to your 1333 W. Grand Ave Porterville, Ca facility.
Sales Tax: Added as applicable.
Surcharges: 2.9% Insurance

Thanks again for working with **argo chemical. inc.** as one of your business partners.

Sincerely,

Mark Rodgers
President

Jaskaran Singh
Technical Service Representatives

All information set forth in this document is subject to our standard terms and conditions as described on Argo's Invoices, Bills of Lading and Credit Agreements. Any information given by Argo regarding the use of its products is given and accepted at customer's risk and Argo assumes no obligation or liability for the information given or any results obtained. Customer understands and agrees that the seller makes no express or implied warranties of fitness, merchantability or any other kind whatsoever except that the goods sold shall be of the quantity specified on Creditor's invoice. Customer assumes all responsibility and all the risk of liability for all results arising from the use, handling or storage of such goods, whether used singularly or in combination with other substances. It is the customer's responsibility to return deposit items to seller for credit. Deposit credit shall be issued if items are returned undamaged within 180 days from purchase. Rent on deposit items up to 0.5% per day applies after 30 days. Deposit amounts, insurance or freight surcharge, and mil tax fees are payable within the invoice terms of payment. Payment terms are Net 30 days from receipt of goods upon seller's approval of credit unless otherwise specified. All product is sold F.O.B. Shipping Point, with title to goods passing to buyer prior to shipment, and with freight collect, prepaid and added, or prepaid and allowed, as stipulated in each purchase agreement. Prices are valid if accepted within 21 days. Upon expiration of the pricing period, please request written confirmation of current spot or contract pricing before placing your next order. If Buyer and Seller have executed any alternate agreement covering the sale of goods to which these terms relate, the terms of this clause shall prevail to the extent of any conflict.
Revised 01-2011

BRENNTAG

Price Quote

PURCHASING
PORTERVILLE CITY OF
291 NORTH MAIN STREET
PORTERVILLE, CA 93257

Customer Number: 568369 / 714
Issue Date: 6/06/19
Terms: NET 30
Contact Phone: 559-782-7451 Fax: 559-782-7451
Telephone: 559-782-7451 Fax: 559-782-7451
FOB: Delivered unless otherwise noted

Dear PURCHASING,

BRENNTAG PACIFIC, INC. WOULD LIKE TO OFFER YOU PRICING ON THE FOLLOWING PRODUCTS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR SALES REPRESENTATIVE.

Product Name	Packaging	Product Number	Starting Quantity	Price		Price Difference	FOB	Deposit Amount	Able to Combine	Effective Date
ALUMINUM CHLOROHYDRATE 50%	2900.0000 #LTIBC Wpg: 11.17000	314452	1	.5200	/ #		*		NO	1/15/18
FERRIC CHLORIDE 38-42% NSF WATER TREATMENT	1.0000 #BULK Wpg: 11.95000	475209	200	.3700	/ #		*		NO	6/03/19
HYDRATED LIME VITACAL H FCC MISSISSIPPI LIME MTL	50.0000 #BAG	101871	1	.4400	/ #		*		NO	1/15/19
L A CHEMCHLOR SODIUM HYPOCHLORITE 12.5	330.0000 G/IBC Wpg: 10.00000	654797	1	1.9000	/ G		*		NO	1/02/19
LIME HYDRATED STANDARD GRADE	50.0000 #BAG	747480	1	.3200	/ #				NO	3/22/19
SODIUM BICARBONATE INDUSTRIAL	50.0000 #BAG	130051	1	.3400	/ #		*		NO	1/02/19

* = FOB Shipping Point

Quoted prices are subject to change without notice unless otherwise specified.
For information about this quotation, call: DON DOODOKYAN at (559) 485-4150.

Thank You For Your Business
BRENNTAG PACIFIC, INC.

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Authorization to Negotiate a Renewal Agreement for Golf Course Management Services

SOURCE: Parks and Leisure Services

COMMENT: Mr. Casey Butler has provided golf course management services to the City of Porterville Municipal Golf Course since August 2011. The City's current five (5) year agreement with Mr. Butler expires August 2019. The agreement states that if at the end of the current five (5) year agreement the City Council is satisfied with the Operator's performance up to that time, the Operator shall have the option to renegotiate the terms of the agreement for an additional five (5) years, provided the parties can mutually agree upon the terms for renewal.

The agreement provides a sharing of green fees and cart rental fees. Mr. Butler receives 21% of green fees, monthly and yearly tickets, lockers, and 25% of cart rental fees. Mr. Butler has exclusive rights to operate the Pro Shop, driving range, food concessions, and to provide golf lessons. He provides monthly revenue and play data to the City. Mr. Butler did not request any revisions be considered to the current agreement, and requests the additional five (5) years of the term be extended as stated in the agreement. Staff and the Parks and Leisure Services Commission recommend extending Mr. Butler's agreement an additional five (5) years.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate a golf course management services renewal agreement with Mr. Casey Butler subject to the City Attorney's approval; and
2. Authorize the Mayor to sign all contract documents when completed.

ATTACHMENTS: 1. Golf Management Agreement 2019

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Item No. 8.

Final Approver: John Lollis, City Manager

PORTERVILLE MUNICIPAL GOLF COURSE

OPERATING AGREEMENT

THIS AGREEMENT, entered into at Porterville, California, by and between the CITY OF PORTERVILLE, a Municipal Corporation of the State of California, hereinafter called "City," and Casey L. Butler, hereinafter called "Operator."

RECITALS

WHEREAS, the City is the owner of a public golf course located within the City of Porterville and known generally as the Porterville Municipal Golf Course; and

WHEREAS, the City maintains said golf course for the purpose of making available to the general public the facilities thereon; and

WHEREAS, in the operation of said golf course, the City desires to make available public food service, professional golfing instruction and other services related to golfing hereinafter set forth; and

WHEREAS, Operator desires to undertake and to perform the services set forth above and other services as hereinafter set forth; and

NOW, **THEREFORE**, it is agreed between the parties hereto as follows:

1. **Operator's Rights and Obligations**. The City grants to Operator, and Operator hereby accepts, the following exclusive right pertaining to the Porterville Municipal Golf Course, with accompanying obligations:

a. Right to sale of food, soft drinks, and wine and beer. Operator shall be responsible for obtaining requisite ABC License at his sole cost and expense.

b. Right to sale of golf equipment and miscellaneous merchandise incidental to the game of golf.

c. Right to rent City golf carts, golf equipment and other equipment incidental to the game of golf.

d. Right to provide golfing services such as professional golf instructions and professional golf lessons, driving range, conducting of tournaments and similar competitions.

e. Operator shall instill and maintain positive customer service and a people-oriented approach to the operation of the course.

f. Operator is to provide, from time to time, recommendations to the City regarding any suggested adjustments to the existing course fees that will enhance both play and revenue.

g. Operator is to maintain regular communications with the City's Parks and Leisure Services Director, or designee, regarding all operations and evaluation of all programs and promotional efforts.

h. Operator's programs and promotional efforts shall target, first and foremost, juniors, ladies senior, and seniors, and new golfers, notwithstanding the continuation of free beginner golf clinics one day per month.

i. Operator, with concurrence of the City's Parks and Leisure Services Director, shall have the authority to conduct special programs and promotions at reduced fees, which shall be intended to increase play 1) during off-peak hours, and 2) targeted groups. Operator, throughout the term of this agreement, shall remain Certified by the United States Golf Teachers Association.

j. Operator shall conduct activities under this agreement in manners that respect the goals of the City to achieve fiscal sustainability of the course, as well as promoting golf play.

k. Operator shall assume responsibility, and relieve the City of all liability for any damages or personal injuries incurred, resulting from the presence of spectators allowed on the course under the age of twelve (12) years, including any actions of such spectators.

l. Operator shall provide monthly revenue and play data to the City in a spreadsheet format provided by the Director of Parks and Leisure Services.

All of the above specified uses hereby granted under the terms of this agreement shall be permitted, carried on and exercised at locations approved by the City Manager of the City of Porterville, or his designated representative, and at no other place or location than the Porterville Municipal Golf Course.

2. **Term**. The term of this agreement shall be five years commencing on August 4, 2019. At the end of five years, provided that Operator is not in default, and further provided that the City Council of the City of Porterville is satisfied with Operator's performance up to that

time, Operator shall have the option to renegotiate the terms of this agreement for an additional five (5) years*, provided the parties can mutually agree upon the terms for renewal.*

3. **Rules and Regulations**. Operator agrees to exercise all rights herein granted subject to, and in accordance with, the rules and regulations of the City Council of the City of Porterville that are now, or may hereafter be, in effect; and the City Manager, or his designated representative, shall provide supervisory control, direction, and enforcement of such rules, regulations, and other terms and conditions of this agreement on behalf of the City of Porterville. The rules and regulations to be enforced on the golf course by Operator, include, but are not limited to, the following:

a. Use of proper etiquette by golfers, including allowing faster players to play through, leaving the green immediately when completing a hole, control of under-age spectators allowed on the course, avoiding practice swings which will damage the course, smoothing holes and footprints left in sand traps, replacing divots, repairing damage to greens such as ball and spike marks, and the proper movement of riding and/or pull carts. Operator, or his designee, agrees to physically marshall the course by inspecting play on the course from time to time.

b. Operator shall act as starter in conducting starting times, with priority for groups and insuring that all players register prior to playing on the course.

4. **Condition of Premises.** At the end of the term of this Agreement, or at its earlier termination for any reason whatsoever, Operator agrees to deliver possession of any part of said Municipal Golf Course utilized by Operator, and to clean and restore said premises in a condition satisfactory to the City of Porterville.

5. **Insurance.** Operator agrees that he or she will procure and maintain in force throughout the term of this Agreement insurance policies insuring Operator and the City against public liability and property damage in the following minimum amounts, to wit:

a. Comprehensive form of commercial general liability, which shall be primary as respect to the City of Porterville, with aggregate limits not being reduced by prior claims, and naming the City of Porterville, its officers, employees, agents and assigns, as additional insured, in at least the following amounts:

i. Bodily injury, including death to one or more persons, each occurrence: $1,000,000.00.

ii. Products/completed operations hazard, each occurrence: $1,000,000.00.

iii. Damage to property, each occurrence: $100,000.00, with no deductible.

iv. Liquor Liability: $1,000,000.00.

b. Workers' compensation insurance, conforming to all applicable statutory limits, and covering all employees of Operator.

All insurance shall be carried with insurance companies having a Best rating of not less than A:VII, and which are admitted and authorized to do business in the State of California by the Insurance Commissioner of California. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. The policies of insurance as above provided, or certificates of the insurers evidencing insurance carried, shall be deposited with the City Clerk of the City immediately upon the execution of this Agreement. Should the required insurance coverage, for any reason whatsoever, be cancelled, the insurer is required to provide the City with thirty (30) days notice of such cancellation.

6. **Indemnification.** Operator hereby agrees, to the fullest extent permitted by law, to hold the City, its elective and appointive boards, and its officers, agents and employees harmless from any liability for damage or claims or damage, for personal injury, including death, as well as from claims for property damage which may arise from Operator's operations under this Agreement, or by any one or more persons directly or indirectly employed by, or acting as agent for, Operator. Operator agrees to, and shall, indemnify and defend the City and its elective and appointive boards, officers, agents, and employees from any claims or actions at law or in equity for damages caused, or alleged to have been caused by reason of any of the aforesaid operations, provided as follows:

a. That the City does not, and shall not, waive any rights against Operator which it may have by reason of the aforesaid hold harmless agreement or because of the acceptance by the City, or the deposit with the City by Operator of any of the insurance policies or certificates of insurance described in this agreement; and

b. That the aforesaid hold harmless agreement in favor of City shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reasons of any of the acts of Operator regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. **Additional Rights and Duties of Operator.** Operator further agrees as follows:

a. Not to assign or sublease this Agreement, or any part thereof, without the written consent of the City first hand and obtained, which consent may be withheld by the City at its sole discretion, and the consent to one assignment or one subletting shall not be construed as a consent to any further assignment or subletting.

b. To pay the costs of janitorial services inside the clubhouse and locker room, and the cleaning of windows (inside and outside).

c. Not to violate, permit or suffer the violation of any law, regulation or ordinance of any political subdivision in effect at said premises.

d. To provide all office supplies necessary for day to day operations. To pay the cost of telephone services utilized by Operator at said premises, with the exception of the credit card processing telephone line. The City will provide credit card processing equipment and telephone service.

e. To maintain the driving range to include regular trash and ball pick up. The City is responsible for perimeter security fencing. The Operator is responsible for repairs to the safety netting. The City is to mow and provide irrigation water and reserves the right to curtail the driving range irrigation during a water emergency.

f. To rent City golf carts to the public. The Operator shall receive a percentage of gross revenues for renting the carts. The City shall be responsible for major maintenance of the City-owned golf carts. The Operator will be responsible for cleaning of the carts and minor preventative maintenance including checking oil, batteries, tires, general cart condition and reporting cart repair needed to appropriate maintenance staff.

8. **Waste and Nuisance.** Operator shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of the neighborhood or citizens utilizing said golf course.

9. **Premises.** Operator warrants that he has inspected the premises and accepts them in their present condition and "as is." Operator may from time to time, at his own cost and expense, make alterations to the premises provided Operator obtains from the City prior written approval of said alterations and after obtaining any other permits or licenses as required by law.

10. **Food Services**. In the exercise of this agreement, Operator will provide food, including, but not limited to, hot sandwich or similar service as well as beverage service to the public during that period of time which coincides with the hours of golf play at said Municipal Golf Course. Operator may also provide said food and beverage service at other times in accordance with the regulations and approval of the City. In this regard, Operator shall, at his sole cost, provide all necessary fixtures and equipment for the purpose of supplying said services.

11. **Course Management**. Operator shall, at all times when the Golf Course is required to be open to the public, and subject to the supervision of the City Manager of the City of Porterville, or his designated representative, perform those duties required of the manager of said Municipal Golf Course.

12. **Compensation**. For the services of Operator as professional-manager of said golf course, the City agrees to pay to Operator as consideration the following:

a. Twenty-one percent (21%) of all fees collected for lockers, monthly and yearly tickets, green fees.

b. Twenty-five percent (25%) of all cart fees collected.

c. All revenue generated from the pro shop, restaurant, pull-cart and club rentals, driving range, lessons, food, and beverage sales.

Operator is also entitled to complimentary play for himself and up to three regular employees.

Operator is not an employee of the City of Porterville, and is therefore ineligible for vacation, sick leave or retirement benefits that may now, or hereafter, be available to employees of the City of Porterville. However, Operator will continue to receive the basic consideration as set forth above, although Operator's absence from the premises may occur from time to time for reason of sickness or vacation. Notice of vacation absences shall be given in advance to the Parks and Leisure Services Director, or his Leisure Services Director, or his designee. Said consideration provided for in this paragraph shall be paid to Operator by the City monthly on the basis of the revenue as set forth and received from the preceding month. All funds received at the course will be operated through the City's cash register for accounting purposes.

13. **Business License**. Prior to conducting any business as contemplated herein, and at all times during the term of this agreement, Operator shall secure a business license from the City of Porterville and provide proof of such license to the Director of Parks and Leisure Services for the City of Porterville.

14. **Days of Operations**. Operator agrees that the golf course shall be open for use six (6) days a week, and shall be opened every Monday that is declared to be a state and/or local holiday, except the course will not be open on the following holidays, whether falling on a Monday, or otherwise: Thanksgiving Day, Christmas Day and New Year's Day. Notwithstanding the foregoing, the Operator shall have the discretion to close the course from time to time due to poor course conditions resulting from inclement weather. Furthermore, notwithstanding the foregoing, the Operator shall have the discretion, in consultation and concurrence of the Parks and Leisure Services Director, to open the course on Mondays for special programs and tournaments.

15. **Termination.** This Agreement with Operator is in consideration of the services that Operator shall perform as the professional-manager of the Porterville Municipal Golf Course. In the event that any of said services required by Operator are terminated, then this Agreement may,

at the option of the City, be terminated and cancelled *pursuant to Section 22 below*. In the event Operator breaches or fails to comply with any terms or conditions of this agreement, then, at the option of the City, this agreement shall be terminated, and Operator shall immediately surrender possession of any premises and/or rights herein granted.

16. **Independent Contractor**. With respect to the performance of the duties and obligations arising under this Agreement, it is mutually understood and agreed that Operator will be acting as an independent contractor. Nothing in this agreement is intended, nor shall be construed, to create a partnership, an employer/employee relationship, a joint venture relationship, or any other relationship between Operator and the City.

17. **Annual Audit.** The Operator will annually transmit to the City an annual summary detailing player demographics, rounds of golf play, cart rental and driving range activity, clinics conducted, and all revenues received by Operator through exercise of this Agreement, within 60 days after the close of each fiscal year during the term of this contract.

18. **Background and Drug Testing**. Alcohol and drug testing is a condition of approval for this agreement. The Operator shall submit to an alcohol and/or drug test conducted by the City Physician at the City's expense. The Operator shall submit immediately to an alcohol and/or drug screen test when requested by the City during the term of this Agreement. Refusing to provide a urine specimen as requested by the City Physician will result in the termination of the Agreement. This agreement is also subject to Operator's successful completion of a background check, to be performed by the City at its own cost.

19. **Additional Duties**. It is contemplated by the parties herein that from time to time there may be required of Operator additional duties not herein specifically set forth. In that event, it is agreed that this Agreement shall be supplemented.

20. **City's Financial Commitment.** The City agrees to provide services and materials to properly maintain the buildings and grounds of said municipal golf course subject to budgetary funding.

21. **Annual Evaluation**. This Agreement shall be reviewed annually. Operator's performance will also be evaluated yearly.

22. **Notice of Termination**. Notwithstanding any provision of this agreement to the contrary, the Agreement may be terminated by either party, without cause, by giving the other party ninety (90) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested, addressed as follows:

CITY:	City Manager City of Porterville 291 N. Main Street Porterville, CA 93257
OPERATOR:	Casey Lance Butler Porterville Municipal Golf Course 702 East Isham Avenue Porterville, CA 93257
With copies to:	Director of Department of Parks & Leisure Services City of Porterville 291 N. Main Street Porterville, CA 93257

Notwithstanding the foregoing, either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party, in the manner set forth herein. "For cause" shall include a breach of any term or condition of this agreement, *and/or per Section 15 above*.

In the event this Agreement is terminated prior to the conclusion of the term hereof, Operator shall be entitled to retain payments under this Agreement and to receive payment of 21% of green fees and 25% of cart rental fees for that portion of the month in which this agreement is terminated.

In the event that the City terminates this agreement prior to the conclusion of the term herein, the City shall purchase all merchandise in stock and on order at the Operator's delivered cost and at market value. Purchase of merchandise excludes personal property. Operator shall afford the City the first rights to all business merchandise, without removing property from the premises, and shall not retain any merchandise or business related property necessary for the continued conduction of operations, without the concurrence of the City.

23. **Equal Opportunity**. Neither Operator, nor any agent, servant, or employee of Operator shall willfully discriminate against any employee or patron of the Porterville Municipal Golf Course on any facilities related thereto, based upon their ancestry, sex, national origin, local custom, habit, or sexual orientation. Violation by Operator of this provision of the State Fair Employment Practices Act shall be cause to terminate this Agreement.

24. **Attorney's Fees.** If any legal action, arbitration or other proceeding is brought in connection with this Agreement, the prevailing parties shall be entitled to recover their actual attorney's fees and costs, in addition to other costs incurred in such action, arbitration or proceeding, reimbursement of fees advanced in the event of arbitration, and other relief to which they may be entitled.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed at Porterville, California, on _____, 2019.

CITY:

CITY OF PORTERVILLE

_____
Martha A. Flores, Mayor

ATTEST:

_____
John D. Lollis, City Clerk

Approved as to Form:

_____
Julie Lew, City Attorney

OPERATOR:

_____
Casey Lance Butler

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Authorization to Roll Unpaid Utility Accounts and Delinquent Loan Agreements to the Property Tax Rolls

SOURCE: Finance

COMMENT: Staff has prepared a draft Resolution for City Council's consideration which will authorize the County Auditor to place unpaid utility accounts and delinquent loan agreements on the property tax rolls.

City Code Section 25-8 provides that unpaid water bills may be added to the tax statement for said real property and collected in the same manner as real property taxes. Section 13-14(D) and Section 25-37 of the City Code provide that any unpaid charges for sewer rental or solid waste services, together with interest and penalties, constitutes a lien on the real property involved. The loan agreements for water connection fees and services and for curb, gutter, sidewalk, drive approach provide that the unpaid principal and interest will be added to the tax bill for said property and will be collected in the manner real property taxes are collected.

RECOMMENDATION: That the City Council adopt the attached Resolution authorizing the County Auditor to place the unpaid utility accounts and delinquent loan agreements on the 2019-2020 property tax rolls for collection.

ATTACHMENTS:
1. Draft Resolution
2. Exhibits

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ___-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE PLACEMENT OF SPECIAL ASSESSMENT LIENS ON THE TULARE COUNTY TAX ROLLS FOR FISCAL YEAR 2019-2020

WHEREAS: The City of Porterville Municipal Code Section 13-14, Garbage and Refuse – Charges for Collection; Time and Manner of Payment, provides that the amount required to be paid, together with interest and penalty, constitutes a lien on all real property; and

WHEREAS: The City of Porterville Municipal Code Section 25-37, Collection of Sewer Rental; Charges to be Lien, provides that any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved; and

WHEREAS: The City of Porterville Municipal Code Section 25-8, Guarantee of Payment of Water Bills by Property Owners, provides that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes; and

WHEREAS: The Agreements for Water Service, Meter & Backflow provide that a lien shall be placed on said real property at the time of said agreement; and any lien will be added to the tax bill for said real property and will be collected in the manner real property taxes are collected by the City of Porterville; and

WHEREAS: The Agreements for Curb, Gutter, Sidewalk, & Drive Approach provide that a lien shall be placed on said real property; and in the event of default, any lien will be added to the tax bill for said property and will be collected in the manner real property taxes are collected by the County of Tulare; and

WHEREAS: The Porterville City Council, having duly received and considered evidence and documentation concerning the delinquent accounts proposed to be placed on the Fiscal Year 2018-2019 County Tax Rolls concerning the necessity for the placement of the contemplated tax liens;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and order the submittal of the following liens, attached hereto as Exhibit "A", and Exhibit "B", to the Tulare County Auditor for placement on the property tax rolls for collection.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2019.

_____
Marta A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE

UNPAID UTILITIES
FY2019-2020 Tax Roll

Assessee	Property Address	Parcel Number	Assessment Amount
Jose & Sylvia Mosqueda	1113 W Baker St	243-204-001	$ 299.00
Ramiro Gudino	1134 W North Grand Ave	243-204-010	325.00
Denise Fugate	1139 W North Grand Ave	243-210-049	215.00
Randy McClure	1688 N Beverly	243-220-005	372.00
Vincent Addamo	1613 N Newcomb St	243-300-032	546.00
David Morris	1684 W Castle Ave	243-300-033	402.00
Erendira Ramos	561 N Delta St	245-322-004	100.00
Kimball Williamson	838 W La Vida Ave	246-210-050	1,422.00
Melissa Walsh	1261 N Lime St	247-110-011	156.00
Alberto Alcaraz	923 N Ohio St	247-240-057	209.00
Andy Foucht	872 W Putnam Ave	251-180-011	839.00
Betty Lou Taff	281 N Maston St	251-232-002	437.00
Jose Corona	328 N Westside St	251-253-014	732.00
Sergio Tapia	90 N F St	252-200-004	1,699.00
Irma Corona	357 N Kessing St	252-240-004	761.00
Jaime Gonzales	18 E Danner Ave	253-042-015	541.00
Emelina Martinez	439 N Park St	253-070-027	216.00
Salvador Gutierrez	338 N Murry St	253-135-001	758.00
Glen Stailey	685 E Grand Ave	253-250-028	216.00
Gwendolyn Greene	846 E Putnam Ave	254-073-041	1,227.00
Anna Maria Tapia-Ceballos	1021 E Thurman Ave	254-081-007	148.00
Gary B Staat	1120 E Thurman Ave	254-082-012	538.00
Jesus Gradillas	187 S Cloverleaf St	259-121-009	394.00
Rosalinda Campos	508 S Wisconsin St	259-260-087	181.00
Aurora Sierra	80 S A St	261-115-001	771.00
USA Rathfelder	2 W Olive Ave	261-121-003	2,459.00
Jose I Bermudez	592 E Poplar Ave	261-291-020	477.00
Guillermina Mendoza	969 S Wisconsin St	268-080-027	136.00
Jesus Zepeda	955 S Wisconsin St	268-080-030	569.00
Carmen Gaxiola	208 W Gibbons Ave	269-060-004	77.00
Jose & Serapia R Zepeda	196 E Gibbons Ave	270-140-079	509.00
Total amount of assessments			$ 17,731.00
Total number of assessments			31

Note: FY2018-2019 UM balances

EXHIBIT B

CITY OF PORTERVILLE

MISCELLANEOUS AGREEMENTS
FY2019-2020 Tax Roll

Assessee		Parcel Number Address	Assessment Amount
Juanita Trevino WATER027/WATER051	1	243-240-012 1350 W North Grand Ave	2,073.00
Daisy Gamboa 00CGS009	2	260-112-016 136 S Ohio St	786.00
Total amount of assessments			$ 2,859.00
Total number of assessments			2

Note: 6/30/19 balances

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing.

SOURCE: Parks and Leisure Services

COMMENT: The City has created 64 lighting and landscape maintenance districts (LMDs) since 1989. A separate district has been established for each new land development. Many of these districts only contain street lighting, for which the assessment was to collect only a portion of the street lighting cost. Other districts have landscape improvements installed within public right-of-ways or public properties in addition to the street lighting. In these instances, the landscaping has been established to provide a more aesthetic appearance and a healthier environment. Only the property owners who directly benefit from improvements are assessed for the maintenance.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LMD must be followed. In an effort to facilitate the needs of each district, staff analyzes fund balances and deficits for each district as well as projected expenditures and reserves. Based on the analysis, staff determined that not all districts will be assessed this fiscal year. These fund balances are reviewed on a yearly basis to determine funding needs for maintenance, as well as determining assessment requirements.

The first attached Resolution is necessary to initiate the annual Engineer's Report, which will show the proposed assessments for the 2019-2020 Fiscal Year. The second Resolution provides preliminary approval to the Engineer's Report for Fiscal Year 2019-2020. The comprehensive annual Engineer's Report is provided as an attachment. Once the assessments are approved by the City Council, they are transmitted to the County of Tulare for placement upon the tax bill of the property owners and indicated as a special assessment. The third Resolution declares the intent of the City Council to levy and collect the assessments for Fiscal Year 2019-2020, and sets a Public Hearing on the assessments for August 6, 2019.

RECOMMENDATION: That the City Council:

1. Adopt Resolutions:
   a. Ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for Fiscal Year 2019/20;

b. Giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for Fiscal Year 2019/20;
c. Declaring the intent to levy and collect assessments for Fiscal Year 2019/20, and offering a time and place for hearing objections thereto.

2. Schedule a Public Hearing for 6:30 PM on August 6, 2019 regarding the Engineer's Report and proposed assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2019/20.

ATTACHMENTS:

1. Engineer's Report for Fiscal Year 2019-2020
2. Draft Resolution of Intent to Levy Taxes and Conduct Public Hearing 2019
3. Draft Resolution of Preliminary Approval to Engineer's Report
4. Draft Resolution Ordering the Preparation of the Engineer's Report

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2019/2020
Maximum Assessment $8,000.00

Estimated Accumulated Costs 2018/2019								$	4,107.63
Maintenance:		22,100	sq.ft. of landscaping area						
Project Management:		22	lots						
Fund Balance:	$	4,419.79							
1	Landscape	22,100	sq.ft.	@	$	0.190	=	$	4,199.00
2	Graffiti Maintenance	22,100	sq.ft.	@	$	0.030	=	$	663.00
3	Tree Maintenance	22,100	sq.ft.	@	$	0.160	=	$	3,536.00
4	Postage	22,100	sq.ft.	@	$	0.005	=	$	110.50
5	Utilities	22,100	sq.ft.	@	$	0.040	=	$	884.00
6	Printing	22,100	sq.ft.	@	$	0.005	=	$	110.50
7	Repair/Maintenance	22,100	sq.ft.	@	$	0.020	=	$	442.00
					$	0.450	=	$	9,945.00
Maintenance		22,100	sq.ft.	x	$	0.45	=	$	9,945.00
Administrative Fee	$	9,945.00		x	$0.10		=	$	994.50
County Fee		22		x	$1.00/per lot		=	$	22.00
Reserves 15% of total cost of maintenance							=	$	1,491.75
Eliminate deficit fund balance over 10 years - 10% of fund deficit							=	$	-
								$	12,453.25

FORMULA FOR ASSESSMENT

$$A = \text{Assessment per lot} = \frac{\text{Total Assessment - F}}{L}$$

L = Number of lots

F = Assessment for remainder parcel

The 2019/2020 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment **F = $12,453.25 x .20 = $2,490.85 for remainder**
A = $12,453.25-$2,490.85 = $452.84 per lot in Unit One

2018/2019 Assessment **F = $8,000 x .20 = $1,600.00 for remainder**
A = 8,000-1600 = $290.90 per lot in Unit One
22

2019/2020 Assessment **F = $8,000 x .20 = $1,600.00 for remainder**
A = 8,000-1600 = $290.90 per lot in Unit One
22

Annexation No. 4 - La Vida Park
Fiscal Year 2019/2020
Maximum Assessment $2,469.42

Estimated Accumulated Costs 2018/2019 $ 2,490.56

Maintenance:	3,790	sq.ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	$ (228.16)	

1. Landscape	3,790	sq.ft.	@	$ 0.190	=	$	720.10
2. Graffiti Maintenance	3,790	sq.ft.	@	$ 0.090	=	$	341.10
3. Tree Maintenance	3,790	sq.ft.	@	$ 0.150	=	$	568.50
4. Postage	3,790	sq.ft.	@	$ 0.020	=	$	75.80
5. Utilities	3,790	sq.ft.	@	$ 0.250	=	$	947.50
6. Printing	3,790	sq.ft.	@	$ 0.020	=	$	75.80
7. Repair/Maintenance	3,790	sq.ft.	@	$ 0.030	=	$	113.70
				$ 0.750	=	$	2,842.50

Maintenance	3,790	sq.ft.	x	$ 0.750	=	$	2,842.50
Administrative Fee	$ 2,842.50		x	$0.10	=	$	284.25
County Fee	17 lots		x	$1.00/per lot	=	$	17.00
Reserves 15% of total cost of maintenance					=	$	426.38
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	(22.82)
						$	3,547.31

Estimated Cost Per Year	**$ 3,547.31 / 17**	**=**	**$**	**197.18**
2018/2019 Assessment	**$ 2,321.90 / 17**	**=**	**$**	**136.58**
2019/2020 Assessment	**$ 2,469.42 / 17**	**=**	**$**	**145.26**

Annexation No. 8 Westwood Park Unit 3 Subdivision
Fiscal Year 2019/2020
Maximum Assessment $2,481.27

Estimated Accumulated Costs 2018/2019							$	137.67

Maintenance:		28,460	sq.ft. of landscaping area
Lighting:		6	5 @ 5,8000 lumens, 1@ 16,000 lumens
Project Management:		36	lots
Fund Balance:	$	(3,458.70)	

1. Weed Abatement	28,460	sq.ft.	@	$	0.0713	=	$	2,029.20
2. Graffiti Maintenance	28,460	sq.ft.	@	$	0.0059	=	$	167.91
3. Tree Maintenance	28,460	sq.ft.	@	$	0.0040	=	$	113.84
4. Postage	28,460	sq.ft.	@	$	0.0060	=	$	170.76
				$	0.0872		$	2,481.71

Maintenance		28,460	sq.ft.	x	$	0.08720	=	$ 2,481.71
Administrative Fee	$	2,481.71		x	$	0.10	=	$ 248.17
County Fee		36 lots		x	$1.00/per lot		=	$ 36.00
Reserves 15% of total cost of maintenance							=	$ 372.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =								$ 345.87
								$ 3,484.01

Estimated Cost Per Year	**$ 3,484.01**	**=**	**$**	**96.78**
	36			
2018/2019 Assessment	**$ 2,481.27**	**=**	**$**	**68.92**
	36			
2019/2020 Assessment	**$ 2,481.27**	**=**	**$**	**68.92**
	36			

Annexation No. 10 - Westview Subdivision
Fiscal Year 2019/2020
Maximum Assessment $1,824.30

Estimated Accumulated Costs 2018/2019 $ 890.45

Maintenance:	1,307	sq. ft. of landscaping area
Lighting	4	ea. @ 5,800 lumnes
Project Management:	16	lots
Fund Balance:	$ 946.78	

1. Landscape	1,307	sq.ft.	@	$ 0.190	=	$	248.33
2. Graffiti Maintenance	1,307	sq.ft.	@	$ 0.090	=	$	117.63
3. Tree Maintenance	1,307	sq.ft.	@	$ 0.150	=	$	196.05
4. Postage	1,307	sq.ft.	@	$ 0.020	=	$	26.14
5. Utilities	1,307	sq.ft.	@	$ 0.250	=	$	326.75
6. Printing	1,307	sq.ft.	@	$ 0.020	=	$	26.14
7. Repair/Maintenance	1,307	sq.ft.	@	$ 0.030	=	$	39.21
				$ 0.750	=	$	980.25

Maintenance	1,307	sq.ft.	x	$ 0.750	=	$	980.25
Administrative Fee	$ 980.25		x	$0.10	=	$	98.03
County Fee	16		x	$1.00/per lot	=	$	16.00
Reserves 15% of total cost of maintenance					=	$	147.04
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	1,241.31

Estimated Cost Per Year	**$**	**1,241.31** / **16**	**=**	**$**	**77.58**
2018/2019 Assessment	**$**	**1,241.31** / **16**	**=**	**$**	**77.58**
2019/2020 Assessment	**$**	**1,241.31** / **16**	**=**	**$**	**77.58**

Annexation No. 12 - Sunrise Estates Phase 6 Subdivision
Fiscal Year 2019/2020
Maximum Assessment $1,429.00

Estimated Accumulated Costs 2018/2019							$	148.48

Maintenance:	2,840	sq. ft. of landscaping area, lighting: 7 ea. @ 5,800
Project Management:	32	lots
Fund Balance:	$ 2,864.27	

1. Landscape	2,840	sq.ft	@	$	0.019	=	$	53.96
2. Graffiti Maintenance	2,840	sq.ft	@	$	0.090	=	$	255.60
3. Tree Maintenance	2,840	sq.ft	@	$	0.150	=	$	426.00
4. Postage	2,840	sq.ft	@	$	0.020	=	$	56.80
5. Utilities	2,840	sq.ft	@	$	0.250	=	$	710.00
6. Printing	2,840	sq.ft	@	$	0.020	=	$	56.80
7. Repair/Maintenance	2,840	sq.ft	@	$	0.030	=	$	85.20
				$	0.579	=	$	1,644.36

Maintenance	2,840	sq.ft.	x	$	0.579	=	$ 1,644.36
Administrative Fee	$ 1,644.36		x	$	0.10	=	$ 164.44
County Fee	32		x	$1.00/per lot		=	$ 32.00
Reserves	15% of total cost of maintenance					=	$ 246.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$ -
							$ 2,087.45

Estimated Cost Per Year	**$ 2,087.45 / 32**	=	**$**	**65.23**
2018/2019 Assessment	**$ 1,409.00 / 32**	=	**$**	**44.02**
2019/2020 Assessment	**$ 1,409.00 / 32**	=	**$**	**44.02**

Annexation No. 14 - Wisconsin Manor 1 Subdivision
Fiscal Year 20/202019
Maximum Assessment $1,824.69

Estimated Accumulated Costs 2018/2019							$	1,118.33
Maintenance:	3,030	sq.ft. of landscaping area						
Project Management:	8	lots						
Fund Balance:	$ (4,290.21)							
1. Landscape	3,030	sq.ft.	@	$	0.190	=	$	575.70
2. Graffiti Maintenance	3,030	sq.ft.	@	$	0.090	=	$	272.70
3. Tree Maintenance	3,030	sq.ft.	@	$	0.150	=	$	454.50
4. Postage	3,030	sq.ft.	@	$	0.020	=	$	60.60
5. Utilities	3,030	sq.ft.	@	$	0.250	=	$	757.50
6. Printing	3,030	sq.ft.	@	$	0.020	=	$	60.60
7. Repair/Maintenance	3,030	sq.ft.	@	$	0.030	=	$	90.90
				$	0.750	=	$	2,272.50
Maintenance	3030	sq.ft.	x	$	0.750	=	$	2,272.50
Administrative Fee	$ 2,272.50		x		$0.10	=	$	227.25
County Fee	8 lots		x		$1.00/per lot	=	$	8.00
Reserves	15% of total cost of maintenance					=	$	340.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	429.02
							$	3,277.65

Estimated Cost Per Year	**$ 3,277.65** / **8**	**=**	**$**	**409.71**
2018/2019 Assessment	**$ 1,824.69** / **8**	**=**	**$**	**228.08**
2019/2020 Assessment	**$ 1,824.69** / **8**	**=**	**$**	**228.08**

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2019/2020
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment $3,134.58

Estimated Accumulated Costs 2018/2019						$	1,593.21

Maintenance:	2,100	sq.ft. of landscaping area
Project Management:	51	lots
Fund Balance:	$ 1,260.17	

1. Landscape	2,100	sq.ft. @	$	0.380	=	$	798.00
2. Graffiti Maintenance	2,100	sq.ft. @	$	0.090	=	$	189.00
3. Tree Maintenance	2,100	sq.ft. @	$	0.150	=	$	315.00
4. Postage	2,100	sq.ft. @	$	0.030	=	$	63.00
5. Utilities	2,100	sq.ft. @	$	0.250	=	$	525.00
6. Printing	2,100	sq.ft. @	$	0.090	=	$	189.00
7. Repair/Maintenance	2,100	sq.ft. @	$	0.030	=	$	63.00
			$	1.020	=	$	2,142.00

Maintenance	2,100	sq.ft. x	$	1.02	=	$	2,142.00
Administrative Fee	$ 2,142.00	x	$	0.10	=	$	214.20
County Fee	51 lots	x	$1.00/per lot		=	$	51.00
Reserves	15% of total cost of maintenance				=	$	321.30
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	2,728.50

Estimated Cost Per Year	**$ 2,728.50 / 51**	**=**	**$**	**53.50**
2018/2019 Assessment	**$ 2,397.56 / 51**	**=**	**$**	**47.00**
2019/2020 Assessment	**$ 2,397.56 / 51**	**=**	**$**	**47.00**

District No. 7 - Ford Estates Ph.1 Subdivision
Fiscal Year 2019/2020
Approved CPI 1999 (Adjusted 1999)
Maximum Assessment $2,857.88

Estimated Accumulated Costs 2018/2019							$	685.47
Maintenance:	1,365	sq. ft. of landscaping area						
		lighting: 4 ea. @ 5,800 lumens, 1 ea @ 16,000 lumens						
Project Management,	20	lots						
Fund Balance:	$ 789.72							
1. Landscape	1,365	sq.ft.	@	$	0.25	=	$	341.25
2. Graffiti Maintenance	1,365	sq.ft.	@	$	0.09	=	$	122.85
3. Tree Maintenance	1,365	sq.ft.	@	$	0.10	=	$	136.50
4. Postage	1,365	sq.ft.	@	$	0.10	=	$	136.50
5. Utilities	1,365	sq.ft.	@	$	0.25	=	$	341.25
6. Printing	1,365	sq.ft.	@	$	0.02	=	$	27.30
7. Repair/Maintenance	1,365	sq.ft.	@	$	0.30	=	$	409.50
				$	1.11	=	$	1,515.15
Maintenance	1,365	sq.ft.	x	$	1.11	=	$	1,515.15
Administrative Fee	$ 1,515.15	@			10%	=	$	151.52
County Fee	20	@		$ 1.00/per lot		=	$	20.00
Reserves	15% of total cost of maintenance					=	$	227.27
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	-
							$	1,913.94
Estimated New Assessment				**$ 1,913.94 / 20**		**=**	**$**	**95.70**
2018/2019Assessment				**$ 1,913.94 / 20**		**=**	**$**	**95.70**
2019/2020 Assessment				**$ 1,913.94 / 20**		**=**	**$**	**95.70**

District No. 5 Castle Woods Phase 2 Subdivision
Fiscal Year 2019/2020
Maximum Assessment $1,021.48
Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2018/2019						$	1,680.86

Maintenance:	1,715	sq.ft. of landscaping area
Project Management:	25	lots
Fund Balance:	$ (8,485.45)	

1. Landscape	1,715	sq.ft.	@	$	0.190	=	$	325.85
2. Graffiti Maintenance	1,715	sq.ft.	@	$	0.090	=	$	154.35
3. Tree Maintenance	1,715	sq.ft.	@	$	0.150	=	$	257.25
4. Postage	1,715	sq.ft.	@	$	0.020	=	$	34.30
5. Utilities	1,715	sq.ft.	@	$	0.250	=	$	428.75
6. Printing	1,715	sq.ft.	@	$	0.020	=	$	34.30
7. Repair/Maintenance	1,715	sq.ft.	@	$	0.030	=	$	51.45
				$	0.750	=	$	1,286.25

Maintenance	1,715	sq.ft.	x	$	0.75	=	$	1,286.25
Administrative Fee	$ 1,286.25		x	$	0.10	=	$	128.63
County Fee	25 lots		x	$1.00/per lot		=	$	25.00
Reserves	15% of total cost of maintenance					=	$	192.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	848.55
							$	2,481.36

Estimated Cost Per Year	**$ 2,481.36 / 25**	**=**	**$**	**99.25**
2018/2019 Assessment	**$ 1,021.48 / 25**	**=**	**$**	**40.86**
2019/2020 Assessment	**$ 1,021.48 / 25**	**=**	**$**	**40.86**

District No. 10 Orchard Ridge Phase 4
Fiscal Year 2019/2020
Approved CPI 2003
Maximum Assessment $359.99

Estimated Accumulated Costs 2018/2019					$	102.22

Maintenance:	lighting	4 @ 5,800 lumens
Project Management:	19	lots
Fund Balance:	$ 282.96	

1. Utilities	4 @ 5,800 lumens	@	$ 30.2100	=	$	120.84
2. Printing	1	@	$ 50.0000	=	$	50.00
					$	170.84

Maintenance	$ 170.84	x	1	=	$	170.84
Administrative Fee	$ 170.84	x	$ 0.10	=	$	17.08
County Fee	19	x	$1.00/per lot	=	$	19.00
Reserves 15% of total cost of maintenance				=	$	25.63
Eliminate Deficit Fund Balance over 10 years -			10% of fund deficit	= =	$	-
					$	232.55

Estimated Cost Per Year	**$ 232.55 / 19**	**=**	**$**	**12.24**
2018/2019 Assessment	**$ 312.28 / 19**	**=**	**$**	**16.44**
2019/2020 Assessment	**$ 232.55 / 19**	**=**	**$**	**12.24**

District No.15 Meadowood Phase 1
Fiscal Year 2019/2019
Maximum Assessment $8,191.95
Approved CPI 2001 (Adjusted 2001)

Estimated Accumulated Costs 2018/2019							$	2,181.97

Maintenance:	7,723	sq.ft. of landscaping area
Project Management:	48	lots
Fund Balance:	$ 5,547.99	

1. Landscape	7,723	sq.ft.	@	$	0.050	=	$	386.15
2. Graffiti Maintenance	7,723	sq.ft.	@	$	0.025	=	$	193.08
3. Tree Maintenance	7,723	sq.ft.	@	$	0.100	=	$	772.30
4. Postage	7,723	sq.ft.	@	$	0.010	=	$	77.23
5. Utilities	7,723	sq.ft.	@	$	0.080	=	$	617.84
6. Printing	7,723	sq.ft.	@	$	0.010	=	$	77.23
7. Repair/Maintenance	7,723	sq.ft.	@	$	0.040	=	$	308.92
				$	0.315	=	$	2,432.75

Maintenance	7,723	sq.ft.	x	$	0.315	=	$	2,432.75
Administrative Fee	$ 2,432.75	@	x	$	0.10	=	$	243.27
County Fee	48		x	$1.00/per lot		=	$	48.00
Reserves	15% of total cost of maintenance					=	$	364.91
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	-
							$	3,088.93

Estimated Cost Per Year	**$ 3,088.93 / 48**	**=**	**$**	**64.35**
2018/2019 Assessment	**$ 3,088.93 / 48**	**=**	**$**	**64.34**
2019/2020 Assessment	**$ 3,088.93 / 48**	**=**	**$**	**64.34**

District No. 17 Orchard Ridge Phase 6
Fiscal Year 2019/2020
Approved CPI 2007
Maximum Assessment $633.36

Estimated Accumulated Costs 2018/2019						$	148.48
Maintenance:	lighting	7 ea. @ 5,800 lumens					
Project Management:	32	lots					
Fund Balance:	$ 696.83						
1. Utilities	7 @ 5,800 lumens	@	$	30.2100	=	$	211.47
2. Printing	1	@	$	50.0000	=	$	50.00
3. Postage	1	@	$	31.8500	=	$	31.85
						$	293.32
Maintenance	$ 293.32	x		1	=	$	293.32
Administrative Fee	$ 293.32	x	$	0.10	=	$	29.33
County Fee	32	x	$1.00/per lot		=	$	32.00
Reserves 15% of total cost of maintenance					=	$	44.00
Eliminate Deficit Fund Balance over 10 years -		10% of fund deficit			=	$	-
						$	398.65

Estimated Cost Per Year **$ 398.65 / 32** **= $ 12.46**

2018/2019 Assessment **$ 398.65 / 32** **= $ 12.46**

2019/2020 Assessment **$ 398.65 / 32** **= $ 12.46**

District No. 18 - Ohio North Subdivision
Fiscal Year 2019/2020
Maximum Assessment $190.26

Estimated Accumulated Costs 2018/2019				$	71.36

Maintenance:	lighting	@ 5,800 lumens each	
Project Management:	10	lots	
Fund Balance:	$ 208.81		

1. Utilities	2 @ 5,800 lumens	@	$30.21	=	$	60.42
2. Printing	1	@	$50.00	=	$	50.00
					$	110.42

Maintenance	$ 110.42	x	1	=	$	110.42
Administrative Fee	$ 110.42	x	$ 0.10	=	$	11.04
County Fee	10 lots	x	$1.00/per lot	=	$	10.00
Reserves	15% of total maintenance			=	$	16.56
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$	-
					$	148.02

Estimated Cost Per Year	**$ 148.02 / 10**	**=**	**$**	**14.80**
2018/2019 Assessment	**$ 190.26 / 10**	**=**	**$**	**19.02**
2019/2020 Assessment	**$ 190.26 / 10**	**=**	**$**	**19.02**

District No. 19 Williams Ranch Phase 1 Subdivision
Fiscal Year 2019/2020
Maximum Assessment $7,027.83
Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2018/2019						$	3,006.37
Maintenance:	13,910	sq.ft. of landscaping area					
Project Management:	41	lots					
Fund Balance:	$ 2,370.89						
1. Landscape	13,910	sq.ft.	@	$ 0.050	=	$	695.50
2. Graffiti Maintenance	13,910	sq.ft.	@	$ 0.025	=	$	347.75
3. Tree Maintenance	13,910	sq.ft.	@	$ 0.100	=	$	1,391.00
4. Postage	13,910	sq.ft.	@	$ 0.010	=	$	139.10
5. Utilities	13,910	sq.ft.	@	$ 0.080	=	$	1,112.80
6. Printing	13,910	sq.ft.	@	$ 0.010	=	$	139.10
7. Repair/Maintenance	13,910	sq.ft.	@	$ 0.040	=	$	556.40
				$ 0.315	=	$	4,381.65
Maintenance	13,910	sq.ft.	x	$ 0.315	=	$	4,381.65
Administrative Fee	$ 4,381.65	@	x	$ 0.10	=	$	438.17
County Fee	41 lots		x	$1.00/per lot	=	$	41.00
Reserves	15% of total cost of maintenance				=	$	657.25
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	5,518.06
Estimated Cost Per Year				**$ 5,518.06 / 41**	**=**	**$**	**134.58**
2018/2019 Assessment				**$ 5,518.06 / 41**	**=**	**$**	**134.58**
2019/2020 Assessment				**$ 5,518.06 / 41**	**=**	**$**	**134.58**

District No. 20 - West View Place Subdivision
Fiscal Year 2019/2020
Maximum Assessment $280.32

Estimated Accumulated Costs 2018/2019					$	103.46
Maintenance:	lighting:	3 ea @ 5,800 lumens				
		1 ea @ 9,500 lumens				
Project Management:	10	lots				
Fund Balance:	$ 322.38					
1. Utilities	3 @ 5,800 lumens	@ $	30.210	=	$	90.63
	1 @ 9,500 lumens	@ $	36.270	=	$	36.27
2. Printing	1	@ $	50.000	=	$	50.00
					$	176.90
Maintenance	$ 176.90	x	1	=	$	176.90
Administrative Fee	$ 176.90	x $	0.10	=	$	17.69
County Fee	10 lots	x	$1.00/per lot	=	$	10.00
Reserves 15% of total cost of maintenance				=	$	26.54
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$	-
					$	231.13

Estimated Cost Per Year	**$ 231.13 / 10**	**=**	**$**	**23.11**
2018/2019 Assessment	**$ 231.13 / 10**	**=**	**$**	**23.10**
2019/2020 Assessment	**$ 231.13 / 10**	**=**	**$**	**23.10**

District No. 21 - Orchard Ridge Phase 7 Subdivision
Fiscal Year 2019/2020
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $1,728.51

Estimated Accumulated Costs 2018/2019							$	581.63
Maintenance:		2,142	sq. ft. of landscaping area (30/74 of 5,950 sq.ft.) and lighting: 6@ 5,800 lumens					
Project Management:		30	lots					
Fund Balance:	$	1,129.00						
1. Landscape		2,142	sq. ft.	@	$ 0.200	=	$	428.40
2. Graffiti		2,142	sq. ft.	@	$ 0.010	=	$	21.42
3. Tree Maintenance		2,142	sq. ft.	@	$ 0.010	=	$	21.42
4. Postage		2,142	sq. ft.	@	$ 0.020	=	$	42.84
5. Utilities		2,142	sq. ft.	@	$ 0.150	=	$	321.30
6. Printing		2,142	sq. ft.	@	$ 0.020	=	$	42.84
7. Repair/Maintenance		2,142	sq. ft.	@	$ 0.010	=	$	21.42
					$ 0.420		$	899.64
Maintenance	$	2,142.00	sq.ft.	x	$ 0.420	=	$	899.64
Administrative Fee	$	899.64		x	$ 0.10	=	$	89.96
County Fee		30 lots		x	$1.00/per lot	=	$	30.00
Reserves 15% of total cost of maintenance							$	134.95
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							$	-
							$	1,154.55
Estimated Cost Per Year					**$ 1,154.55 / 30**	**=**	**$**	**38.48**
2018/2019 Assessment					**$ 1,154.55 / 30**	**=**	**$**	**38.48**
2019/2020 Assessment					**$ 1,154.55 / 30**	**=**	**$**	**38.48**

District No. 24 - Orchard Ridge Phase 8
Fiscal Year 2019/2020
Maximum Assessment $2,607.14

Estimated Accumulated Costs 2018/2019						$	2,488.93

Maintenance:	3,538	sq.ft. of landscaping area
Project Management:	44	lots
Fund Balance:	$ (11,951.73)	

1. Landscape	3,538	sq.ft.	@	$	0.190	=	$	672.22
2. Graffiti Maintenance	3,538	sq.ft.	@	$	0.090	=	$	318.42
3. Tree Maintenance	3,538	sq.ft.	@	$	0.150	=	$	530.70
4. Postage	3,538	sq.ft.	@	$	0.020	=	$	70.76
5. Utilities	3,538	sq.ft.	@	$	0.250	=	$	884.50
6. Printing	3,538	sq.ft.	@	$	0.020	=	$	70.76
7. Repair/Maintenance	3,538	sq.ft.	@	$	0.030	=	$	106.14
				$	0.750	=	$	2,653.50

Maintenance	3,538	sq.ft.	x	$	0.75	=	$	2,653.50
Administrative Fee	$ 2,653.50		x	$	0.10	=	$	265.35
County Fee	44		x	$1.00/per lot		=	$	44.00
Reserves	15% of total cost of maintenance					=	$	398.03
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	1,195.17
							$	4,556.05

Estimated Cost Per Year	**$ 4,556.05**	**=**	**$**	**103.55**
	44			
2018/2019 Assessment	**$ 2,607.14**	**=**	**$**	**59.26**
	44			
2019/2020 Assessment	**$ 2,607.14**	**=**	**$**	**59.26**
	44			

District No. 28 Meadowood Ph.3
Fiscal Year 2019/2020
Approved CPI 2004
(Adjustment 2004)
Maximum Assessment $1,808.45

Estimated Accumulated Costs 2018/2019						$	452.90

Maintenance:	lighting:	17 ea. @ 5,800 lumens	
		9 ea. @ 9,500 lumens	
Project Management:	78	lots	
Fund Balance:	$ 861.16		

1. Utilities	17 @ 5,800 lumens	@	$	30.21	=	$	513.57
	9 @ 9,500 lumens:	@	$	36.27	=	$	326.43
2. Printing	1	@	$	50.00	=	$	50.00
						$	890.00

Maintenance	$ 890.00	x	1		=	$	890.00
Administrative Fee	$ 890.00	x	$ 0.10		=	$	89.00
County Fee	78	x	1.00/per lot		=	$	78.00
Reserves 15% of total cost of maintenance					=	$	133.50
Eliminate Deficit Fund Balance over 10 years -		10% of fund deficit			=	$	-
						$	1,190.50

Estimated Cost Per Year	**$ 1,190.50 / 78**	**=**	**$**	**15.26**
2018/2019 Assessment	**$ 1,190.50 / 78**	**=**	**$**	**15.26**
2019/2020 Assessment	**$ 1,190.50 / 78**	**=**	**$**	**15.26**

District No. 29 River Springs, Phase 3
Fiscal Year 2019/2020
Approved CPI 2007
Maximum Assessment $751.74

Estimated Accumulated Costs 2018/2019	$	179.36

Maintenance:	lighting	9 ea. @ 5,800 lumens
Project Management:	36	lots
Fund Balance:	$ 900.38	

1. Utilities	9 @ 5,800 lumens	@	$ 104.16	=	$	937.44
2. Printing	1	@	$ 50.00	=	$	50.00
					$	987.44

Maintenance	$ 987.44	x	1	=	$	987.44
Administrative Fee	$ 987.44	x	$ 0.10	=	$	98.74
County Fee	36	x	1.00/per lot	=	$	36.00
Reserves 15% of total cost of maintenance				=	$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$	-
					$	1,270.30

Estimated Cost Per Year	**$ 1,270.30 / 36**	**=**	**$**	**35.29**
2018/2019 Assessment	**$ 712.64 / 36**	**=**	**$**	**19.80**
2019/2020 Assessment	**$ 712.64 / 36**	**=**	**$**	**19.80**

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2019/2020
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $16,773.66

Estimated Accumulated Costs 2018/2019							$	7,821.25

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23@ 5,800 lumens, 4@ 9,500 lumens, 5@ 16,000
Project Management:	56	lots
Fund Balance:	$ 9,090.49	

1. Landscape	26,639	sq.ft.	@	$	0.1900	=	$	5,061.41
2. Graffiti Maintenance	26,639	sq.ft.	@	$	0.0250	=	$	665.98
3. Tree Maintenance	26,639	sq.ft.	@	$	0.0500	=	$	1,331.95
4. Weed Abatement	26,639	sq.ft.	@	$	0.0100	=	$	266.39
5. Graffiti Maintenance	26,639	sq.ft.	@	$	0.0059	=	$	157.17
6. Tree Maintenance	26,639	sq.ft.	@	$	0.0040	=	$	106.56
7. Postage	26,639	sq.ft.	@	$	0.0060	=	$	159.83
				$	0.2909		$	7,749.29

Maintenance	26,639	sq.ft. @	x	$	0.29090	=	$	7,749.29
Administrative Fee	$ 7,749.29		x	$	0.10	=	$	774.93
County Fee	56 lots		x	$1.00/per lot		=	$	56.00
Reserves 15% of total cost of maintenance						=	$	1,162.39
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =						=	$	-
							$	9,742.61

Estimated Cost Per Year	**$**	**9,742.61**	**=**	**$**	**173.98**
		56			
2018/2019 Assessment	**$**	**9,742.61**	**=**	**$**	**173.98**
		56			
2019/2020 Assessment	**$**	**9,742.61**	**=**	**$**	**173.98**
		56			

District No. 31 Williams Ranch Phase 2 & 3 Subdivision
Fiscal Year 2019/2020
Approved CPI 2006 (Adjusted 2006)
Maximum Assessment $2,303.51

Estimated Accumulated Costs 2018/2019 $ 3,186.13

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24@ 5,800 lumens, 2@ 16,000 lumens
Project Management:	85	
Fund Balance:	$ (17,424.99)	

1. Landscape	6,512	sq.ft.	@	$ 0.190	=	$	1,237.28
2. Graffiti Maintenance	6,512	sq.ft.	@	$ 0.025	=	$	162.80
3. Tree Maintenance	6,512	sq.ft.	@	$ 0.130	=	$	846.56
4. Postage	6,512	sq.ft.	@	$ 0.010	=	$	65.12
5. Utilities	6,512	sq.ft.	@	$ 0.080	=	$	520.96
6. Printing	6,512	sq.ft.	@	$ 0.010	=	$	65.12
7. Repair/Maintenance	6,512	sq.ft.	@	$ 0.040	=	$	260.48
				$ 0.485		$	3,158.32

Maintenance	6,512	sq.ft.	x	$ 0.485	=	$	3,158.32
Administrative Fee	$ 3,158.32		x	$ 0.10	=	$	315.83
County Fee	85 lots		x	$1.00/per lot	=	$	85.00
Reserves 15% of total cost of maintenance					=	$	473.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	1,742.50
						$	5,775.40

Estimated Cost Per Year	**$ 5,775.40 / 85**	**=**	**$**	**67.95**
2018/2019 Assessment	**$ 2,303.51 / 85**	**=**	**$**	**27.10**
2019/2020 Assessment	**$ 2,303.51 / 85**	**=**	**$**	**27.10**

District No. 32 - Sunrise Villa Phase 1-3
Fiscal Year 2019/2020
Approved CPI 2006
Maximum Assessment $1,513.54

Estimated Accumulated Costs 2018/2019						$	241.06
Maintenance:	lighting	13ea. @ 5,800 lumens					
Project Management:	54	lots					
Fund Balance:	$ 1,184.15						
1. Utilities	13 @ 5,800 lumens	@	$	30.2100	=	$	392.73
2. Printing	1	@	$	50.0000	=	$	50.00
						$	442.73

Maintenance	$ 442.73	x		1	=	$	442.73
Administrative Fee	$ 442.73	x	$	0.10	=	$	44.27
County Fee	54	x	$1.00/per lot		=	$	54.00
Reserves 15% of total cost of maintenance					=	$	66.41
Eliminate Deficit Fund Balance over 10 years -		10% of fund deficit		=	=	$	118.42
						$	725.83

Estimated Cost Per Year	**$ 725.83 / 54**	**=**	**$**	**13.44**
2018/2019 Assessment	**$ 677.38 / 54**	**=**	**$**	**12.54**
2019/2020 Assessment	**$ 677.38 / 54**	**=**	**$**	**12.54**

District 34 - Meadow Breeze Phase 2
Fiscal Year 2019/2020
Maximum Assessment $1,928.30

Estimated Accumulated Costs 2018/2019	$	1,497.36

Maintenance:	Lighting:	14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	$ (968.51)	

1. Utilities	14	lumens @ $30.21	=	$	422.94
	5	lumens @ $36.27	=	$	181.35
2. Printing/Copying	1	@ $50.00	=	$	50.00
				$	654.29

Maintenance	$	654.29	x	1	=	$	654.29
Administrative Fee	$	654.29	x	$0.10	=	$	65.43
County Fee		78	x	$1.00/per lot	=	$	78.00
Reserves 15% of total cost of maintenance					=	$	98.14
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	895.86

Estimated Cost Per Year	**$ 895.86 / 78**	**=**	**$**	**11.48**
2018/2019 Assessment	**$ 895.86 / 78**	**=**	**$**	**11.48**
2019/2020 Assessment	**$ 895.86 / 78**	**=**	**$**	**11.48**

District 35 - Meadow Breeze Phase 1
Fiscal Year 2019/2020
Maximum Assessment $1,001.39

Estimated Accumulated Costs 2018/2019	$	1,113.02

Maintenance: lighting:	9 lumens	@	5,800 each
Project Management:	44		lots
Fund Balance:	$ (503.74)		

						Formula	
1	Utilities	9 lumens	@	$ 30.21	=	$	271.89
2	Printing/Copying	1	@	$ 36.27	=	$	36.27
						$	308.16

Maintenance	$ 308.16	x	1	=	$	308.16
Administrative Fee	$ 308.16	x	$ 0.10	=	$	30.82
County Fee	44 lots	x	$1.00/per lot	=	$	44.00
Reserves 15% of total cost of maintenance					$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$	-
					$	531.10

Estimated Cost Per Year	**$ 531.10 / 44**	**=**	**$**	**12.07**
2018/2019 Assessment	**$ 531.10 / 44**	**=**	**$**	**12.06**
2019/2020 Assessment	**$ 531.10 / 44**	**=**	**$**	**12.06**

District No. 37 - River View Phase 4 Subdivision
Fiscal Year 2019/2020
Approved CPI 2007
Maximum Assessment $508.84

Estimated Accumulated Costs 2018/2019					$	220.07

Maintenance:	lighting	5 ea. @ 5,800 lumens	
Project Management:	17	lots	
Fund Balance:	$ 251.53		

1. Utilities	5 @ 5,800 lumens	@ $	30.2100	=	$	151.05
2. Printing	1	@ $	50.0000	=	$	50.00
3. Postage	17	@ $	0.4900	=	$	8.33
					$	209.38

Maintenance	$ 209.38	x	1	=	$	209.38
Administrative Fee	$ 209.38	x	$ 0.10	=	$	20.94
County Fee	17	x	$1.00/per lot	=	$	17.00
Reserves 15% of total cost of maintenance				=	$	31.41
Eliminate Deficit Fund Balance over 10 years -			10% of fund deficit	=	$	-
					$	278.73

Estimated Cost Per Year	**$ 278.73 / 17**	**=**	**$**	**16.40**
2018/2019 Assessment	**$ 278.73 / 17**	**=**	**$**	**16.40**
2019/2020 Assessment	**$ 278.73 / 17**	**=**	**$**	**16.40**

District 38 - Ranch Victoria, Phase One Subdivision
Fiscal Year 2019/2020
Maximum Assessment $529.89

Estimated Accumulated Costs 2018/2019	$	526.69

Maintenance: lighting:	2 lumens	@	5,800 each
Project Management:		6	lots
Fund Balance:	$ (75.58)		

						Formula	
1	Utilities	2 lumens	@	$ 30.21	=	$	60.42
2	Printing/Copying	1	@	$ 50.00	=	$	50.00
						$	110.42

Maintenance	$	110.42	x	1	=	$	110.42
Administrative Fee	$	110.42	x	$ 0.10	=	$	11.04
County Fee		6	x	$1.00/per lot	=	$	6.00
Reserves 15% of total cost of maintenance						$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	275.58

Estimated Cost Per Year	**$ 529.89 / 6**	**=**	**$**	**88.32**
2018/2019 Assessment	**$ 529.89 / 6**	**=**	**$**	**88.32**
2019/2020 Assessment	**$ 529.89 / 6**	**=**	**$**	**88.32**

District 39 - Williams Ranch Phase 4 Subdivision
Fiscal Year 2019/2020
Maximum Assessment $1,207.85

Estimated Accumulated Costs 2018/2019					$	302.77

Maintenance: lighting:	17 lumens	@	5,800 each
Project Management:	59		lots
Fund Balance:	$ 645.98		

						Formula	
1 Utilities	17 lumens	@	$	30.21	=	$	513.57
2 Printing/Copying	1	@	$	50.00	=	$	50.00
						$	563.57

Maintenance	$ 563.57	x	1		=	$	563.57
Administrative Fee	$ 563.57	x	$	0.10	=	$	56.36
County Fee	59	x	$1.00/per lot		=	$	6.00
Reserves 15% of total cost of maintenance					=	$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	774.05

Estimated Cost Per Year	**$ 774.05 / 59**	**=**	**$**	**13.12**
2019/2020 Assessment	**$ 774.05 / 59**	**=**	**$**	**13.12**

District No. 40 - Amalene Estates
Fiscal Year 2019/2020
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment $7648.22

Estimated Accumulated Costs 2018/2019						$	2,944.41
Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall					
Lighting:	16	ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens					
Project Management:	26	lots					
Fund Balance:	$ (4,138.62)						

1. Landscape	5,445	sq.ft.	@	$ 0.190	=	$	1,034.55
2. Graffiti Maintenance	5,445	sq.ft.	@	$ 0.025	=	$	136.13
3. Tree Maintenance	5,445	sq.ft.	@	$ 0.130	=	$	707.85
4. Postage	5,445	sq.ft.	@	$ 0.010	=	$	54.45
5. Utilities	5,445	sq.ft.	@	$ 0.080	=	$	435.60
6. Printing	5,445	sq.ft.	@	$ 0.010	=	$	54.45
7. Repair/Maintenance	5,445	sq.ft.	@	$ 0.040	=	$	217.80
				$ 0.485		$	2,640.83

Maintenance	5,445	sq.ft.	x	0.485	=	$	2,640.83
Administrative Fee	$ 2,640.83		x	$0.10	=	$	264.08
County Fee	26		x	$1.00/per lot	=	$	26.00
Reserves	15% of total cost of maintenance				=	$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	$	265.59
						$	3,592.62

Estimated Cost Per Year	**$ 3,592.62 / 26**	=	**$**	**138.18**
2018/2019 Assessment	**$ 3,592.62 / 26**	=	**$**	**138.18**
2019/2020 Assessment	**$ 3,592.62 / 26**	=	**$**	**138.18**

District 44 - Summit Estates Phase 1 Subdivision
Fiscal Year 2019/2020
Maximum Assessment $5,629.48
(Adjusted 2008)

Estimated Accumulated Costs 2018/2019						$	3,917.47

Maintenance: 4,300 sq.ft. of landscaping area, 242 ft. of wall, and 20 ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens

Project Management: 69

Fund Balance: $ 1,199.69

1. Landscape	4,300	sq.ft.	@	$ 0.400	=	$	1,720.00
2. Graffiti Maintenance	4,300	sq.ft.	@	$ 0.025	=	$	107.50
3. Tree Maintenance	4,300	sq.ft.	@	$ 0.100	=	$	430.00
4. Postage	4,300	sq.ft.	@	$ 0.010	=	$	43.00
5. Utilities	4,300	sq.ft.	@	$ 0.080	=	$	344.00
6. Printing	4,300	sq.ft.	@	$ 0.010	=	$	43.00
7. Repair/Maintenance	4,300	sq.ft.	@	$ 0.040	=	$	172.00
				$ 0.665	=	$	2,859.50

Maintenance	4,300	sq.ft.	x	$ 0.665	=	$	2,859.50
Administrative Fee	$ 2,859.50		x	$ 0.10	=	$	285.95
County Fee	69		x	$1.00/per lot	=	$	69.00
Reserves	15% of total cost of maintenance				=	$	428.93
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	3,643.38

Estimated Cost Per Year	**$ 3,643.38 / 69**	**=**	**$**	**52.80**
2018/2019 Assessment	**$ 3,643.38 / 69**	**=**	**$**	**52.80**
2019/2020 Assessment	**$ 3,643.38 / 69**	**=**	**$**	**52.80**

District No. 46- Moorea Manor
Fiscal Year 2019/2020
Approved CPI 2009
Maximum Assessment $4202.28

Estimated Accumulated Costs 2018/2019							$	1,042.09
Maintenance:	1,460	sq. ft. of landscaping area, 286 ft. of wall						
Lighting:	4	ea. @ 5,800 lumens						
Project Management:	16	lots						
Fund Balance:	$ 1,032.35							

1. Landscape	1,460	sq.ft.	@	$	0.190	=	$	277.40
2. Graffiti Maintenance	1,460	sq.ft.	@	$	0.025	=	$	36.50
3. Tree Maintenance	1,460	sq.ft.	@	$	0.130	=	$	189.80
4. Postage	1,460	sq.ft.	@	$	0.010	=	$	14.60
5. Utilities	1,460	sq.ft.	@	$	0.080	=	$	116.80
6. Printing	1,460	sq.ft.	@	$	0.010	=	$	14.60
7. Repair/Maintenance	1,460	sq.ft.	@	$	0.040	=	$	58.40
				$	0.485		$	2,640.83

Maintenance	1,460	sq.ft.	x	0.485	=	$	708.10
Administrative Fee	$ 2,640.83		x	$0.10	=	$	264.08
County Fee	16		x	$1.00/per lot	=	$	16.00
Reserves	15% of total cost of maintenance				=	$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	$	-
						$	1,384.31

Estimated Cost Per Year	**$ 1,384.31 / 16**	**=**	**$**	**86.52**
2018/2019 Assessment	**$ 1,384.31 / 16**	**=**	**$**	**86.52**
2019/2020 Assessment	**$ 1,384.31 / 16**	**=**	**$**	**86.52**

Annexation No. 3 Porter Creek, District No. 2 North Creek, District No. 6 Creekview
Fiscal Year 2019/2020

Estimated Accumulated 2018/2019 *$18,307.66*

Maintenance:	125,477	sq.ft. of landscaping
Project Management:	297	lots,lighting 5 lumens @ 5,800
Fund Balance:	$ 24,872.56	

Maintenance

1. Landscape/Tree Maintenance	125,477	@	$ 0.125	=	$	15,684.63
2. Grafitti Maintenance	125,477	@	$ 0.02	=	$	2,509.54
3. Postage	125,477	@	$ 0.005	=	$	627.39
4. Utilities	125,477	@	$ 0.06	=	$	7,528.62
5. Printing	125,477	@	$ 0.005	=	$	627.39
6. Repair/Maintenance	125,477	@	$ 0.01	=	$	1,254.77
			0.225	=	$	28,232.33

Maintenance	125,477		$ 0.225	=	$	28,232.33
Administrative Fee	$ 28,232.33	x	$0.10	=	$	2,823.23
County Fee	297 lots	@ $1.00/per lot		=	$	297.00
Reserves 15% of total cost of maintenance				=	$	4,234.84
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$	-
			Total		$	35,587.40

Estimated Cost Per Year:	**$ 35,587.40** / **297**	**=**	**$**	**119.82**
2018/2019 Assessment	**$ 34,319.40** / **297**	**=**	**$**	**115.54**
2019/2020 Assessment	**$ 34,319.40** / **297**	**=**	**$**	**115.54**

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2019/2020

Estimated Accumulated Costs 2018/2019	`	$	15,199.90

Maintenance:	47,462	sq. ft. of landscaping are (30/74 of 5450 sq.ft.)
Project Management:	207	lots
Fund Balance:	$ 7,858.70	

1. Landscape	47,462	sq.ft.	@	$	0.170	=	$	8,068.54
2. Graffiti Maintenance	47,462	sq.ft.	@	$	0.020	=	$	949.24
3. Postage	47,462	sq.ft.	@	$	0.005	=	$	237.31
4. Utilities	47,462	sq.ft.	@	$	0.120	=	$	5,695.44
5. Printing	47,462	sq.ft.	@	$	0.005	=	$	237.31
6. Repair/Maintenance	47,462	sq.ft.	@	$	0.020	=	$	949.24
				$	0.340		$	16,137.08

Maintenance	47,462	sq.ft.	x	0.340	=	$ 16,137.08
Administrative Fee	$ 16,137.08		x	$0.10	=	$ 1,613.71
County Fee	207		x	$1.00/per lot	=	$ 207.00
Reserves	15% of total cost of maintenance				=	$ 2,420.56
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	$ -
						$ 20,378.35

Estimated Cost Per Year	**$ 20,378.35 / 207**	**=**	**$ 98.45**
2018/2019 Assessment	**$ 18,364.44 / 207**	**=**	**$ 88.72**
2019/2020 Assessment	**$ 18,364.44 / 207**	**=**	**$ 88.72**

This concludes the 2019/2020 Landscape and Lighting District Engineer's Report.
Javier Sanchez, Jr., 70356

REGISTERED PROFESSIONAL ENGINEER
JAVIER SANCHEZ, JR.
NO. 70356
CIVIL
STATE OF CALIFORNIA

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2018-2019 IN LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit I and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."

2. Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; south perimeter west of fire access road, west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 2 Landscape and Lighting District No. 1."

3. LaVida Park green belt, east on Plum Way Street and the entries east along Beverly

Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 4 to Landscape and Lighting Maintenance District No. 1."

3. Porter Creek Avenue right-of-way to the bank of the Porter Slough median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line Porter Slough, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 3 to Landscape and Lighting Maintenance District No. 1".

4. Westwood Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1."

5. Westwood Park Unit Three Subdivision includes the east side of Westwood street and the fire access road on the south side of the subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 8 to Landscape and Lighting Maintenance District No. 1"

6. Westview Subdivision includes street lighting and landscaping on the east side of Cobb Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 10 to Landscape and Lighting Maintenance District No. 1".

7. Sunrise Estates Phase Six Subdivision includes landscape maintenance, more particularly described on maps which or on file in the City Clerk's office entitled "Annexation No. 12 to Landscape and Lighting Maintenance District No. 1.

8. Wisconsin Manor I Subdivision includes landscape and lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 14 to Landscape and Lighting District No. 1."

9. District No. 2 = North Creek Estates Subdivision located on Westwood north of Westfield includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 2.

10. District No. 4 = River Springs Phase I Subdivision located along Newcomb Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 4.

11. District No. 5 = Castle Woods Phase II Subdivision located on Castle Avenue, Salisbury Street, and Median Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 5.

12. District No. 6 = Creek View Estates located between Porter Creek Avenue and the property line in Porter Slough includes landscape and lighting maintenance and more

particularly described on maps which are on file in the City Clerk's office entitled District No. 6.

13. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 7.

14. District No. 10 = Orchard Ridge Phase 4 Subdivision located on LaVida Court and Carmelo Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's Office entitled District No. 10.

15. District No. 12 = Westwood Estates Unit 5, Phase 2, located along Henderson Avenue and Brandy Way includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 12.

16. District No. 15 = Meadowood, Phase1 Subdivision located on Newcomb Street, Cheryl Avenue and York Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 15.

15. District No. 17 = Orchard Ridge Phase 6 Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 17.

16. District No. 18 = Ohio North Subdivision located on Ohio Way Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 18.

17. District No. 19 = Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 19.

18. District No. 20 = West View Place Subdivision located on Median Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 20.

19. District No. 21 = Orchard Ridge Phase Seven Subdivision located on Pioneer Avenue, Michael Street and Mathew Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No.21.

20. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue, and Santa Maria Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 24.

21. District No. 28 = Meadowood Phase Three Subdivision located on Westfield Avenue, Cheryll Avenue, Salisbury Street, Julieann Avenue and Pioneer includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 28.

22. District No. 29 = River Springs Phase Three Subdivision located on Date Avenue, River Springs Drive and Atkins Court includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 29.

23. District No. 30 = Right-of-way, easements, and public lands within Sierra Meadows, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 30.

24. District No. 31 = Right-of-way, easements, and public lands within Williams Ranch, Phase 2 and 3 Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 31.

25. District No. 32 = Right of way, easements, and public lands within Sunrise Villa, Phase One, Two and Three Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 32.

26. District No. 34 = Right-of-way, easements, and public lands within Meadow Breeze, Phase Two Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 34.

27. District No. 35 = Right-of-way, easements, and public lands within Meadow Breeze, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 35.

28. District No. 37 = Right-of-way, easements, and public lands within Riverview Estates, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 37.

29. District No. 38 = Right-of-way, easements, and public lands within Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 38.

30. District No. 39 = Right-of-way, easements, and public lands within Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 39.

31. District No. 40 = Right-of-way, easements, and public lands within Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 40.

32. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.

33. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

Reference is hereby made to said maps for further, full and more particular description of said assessment district, and the same maps so on file shall govern for all details as to the extent of said assessment district.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 3 to Landscapes and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 69-93 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

4. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by

Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

5. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 5 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 144-93, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City

6. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 8 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 97-94 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

7. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 10 to Landscape and Lighting Maintenance District No. 1." heretofore approved by the City Council of said City by Resolution No. 46-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

8. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 12 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 80-95, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

9. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 24-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

10. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 2" heretofore approved by the City Council of said City by Resolution No. 126-98 indicating by said boundary like the extent of the territory included within the assessment district and which map is on file in the office of the City Clerk of said City.

11. All that certain territory of the City of Porterville, included within the exterior

boundary shown upon that certain “Map of Landscape and Lighting District No. 4" heretofore approved by the City Council of said City by Resolution No. 128-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

10. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 5," heretofore approved by the City Council of said City by Resolution No. 29-2002, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

11. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 6," heretofore approved by the City Council of said City by Resolution No. 89-99, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

12. All that certain “Map of Landscape and Lighting District No. 7" heretofore approved by the City Council of said City by Resolution No.67-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

13. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 10” heretofore approved by the City Council of said City by Resolution No. 28-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

14. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 12," heretofore approved by the City Council of said City by Resolution No. 65-2000, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

15. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 15” heretofore approved by the City Council of said City by Resolution No. 55-2001 indicating by said boundary line the extent.

16. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 17” heretofore approved by the City Council of said City by Resolution No. 114-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

17. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 18," heretofore approved by the City Council of said City by Resolution No. 22-2002 indicating by said

boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

18. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 19,” heretofore approved by the City Council of said City by Resolution No. 23-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

19. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 20," heretofore approved by the City Council of said City by Resolution No. 30-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

20. All that certain “Map of Landscape and Lighting District No. 21" heretofore approved by the City Council of said City by Resolution No. 44-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

21. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 24," heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

22. All that certain “Map of Landscape and Lighting District No. 28" heretofore approved by the City Council of said City by Resolution No. 61-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

23. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 29,” heretofore approved by the City Council of said City by Resolution No. 90-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

24. All that certain “Map of Landscape and Lighting District No. 30" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

25. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 31," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which

map is on file in the Office of the City Clerk of said City.

26. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 32," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

27. All that certain "Map of Landscape and Lighting District No. 34" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

28. All that certain territory of the City of Porterville, included within the exterior boundary Shown upon that certain "Map of Landscape and Lighting District No. 35," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk.

29. All that certain "Map of Landscape and Lighting District No. 37" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is in the office of the City Clerk.

30. All that certain "Map of Landscape and Lighting District No. 38 heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

31. All that certain "Map of Landscape and Lighting District No. 39" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

32. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 40," heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

33. All that certain "Map of Landscape and Lighting District No. 44" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

34. All that certain “Map of Landscape and Lighting District No. 46" heretofore approved by the City Council of said City by Resolution No. 91-2009 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2019-2020 Fiscal Year” will be filed in the Office of the City Clerk of said City, and prepared for the 2019-2020 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 6. Notice is hereby given that on the 6th day of August 2019, at the hour of 6:30 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 6. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 7. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 16th day of July, 2019.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2019-2020 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS

WHEREAS, on the 16th day of July 2019, said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2018-2019 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that said report, nor any part thereof, requires or should be modified.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. The Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.

2. The diagram showing the Assessment Districts referred to and described in said report (the boundaries of the subdivision of land within each said Assessment District) are approved and confirmed as the same as existed at the time of passage of Resolution originally establishing each District.

3. The proposed assessments upon the subdivisions of land in said Assessment Districts are in proportion to the estimated benefit to be received by said subdivisions, respectively, from said normal and customary maintenance and of the incidental expenses thereof, as contained in said report, and are hereby preliminarily approved and confirmed.

4. Said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

Reference is hereby made to said maps for further, full and more particular description of said Assessment District, and the same maps so on file shall govern for all details as to the extent of each said Assessment District.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2019.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE PREPARATION OF AN ENGINEER'S REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Porterville has determined that the public interest, convenience and necessity required the maintenance of lighting systems, landscape planting materials, irrigation systems and appurtenances in designated areas of the City; and

WHEREAS, the City has established assessment districts to recover the cost of maintenance work; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires that an Engineer's Report be prepared and filed annually, outlining the assessments to be levied against the properties within the assessment district.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. Javier Sanchez, Jr. is appointed "Engineer of Work" for preparation of the Engineer's Report.

2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2019-2020 in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

PASSED, APPROVED AND ADOPTED this 16th day of July 2019.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Areas 458, 455A and 459 A & C Sewer Utility District Annual Assessments

SOURCE: Public Works

COMMENT: At its April 16, 2013, October 15, 2013, and February 3, 2016 meetings, City Council conducted Public Hearings for the formal formations of the Sewer Utility Districts for Areas 458, 455 A, and 459 A & C, respectively. These three (3) districts were completed by the City and Resolutions were approved to send the annual assessments to the Tulare County Aduitor-Controller/Treasurer-Tax Collector office for repayment to the City.

The assessments, once approved by the Council, are placed upon the tax bill of property owners as a special assessment, and collected by Tulare County. The assessment process must be fully filed with Tulare County by August 12, 2019, for the 2019/2020 tax year. Tulare County requires annual Resolutions from the Council in order to accept the annual assessments.

Assessments were based on the final construction costs, sewer laterals and construction management. This year, Area 458 Sewer Utility District Assessment roll to property taxes contains 384 parcels at a total assessed cost of $83,270.98. The upcoming fiscal year will be the sixth of the 30-year Assessment period.

Area 455 A Sewer Utility Districts Assessment roll to property taxes contains 218 parcels at a total assessed cost of $42,824.94, This upcoming fiscal year is also the sixth year of the 30-year Assessment period.

Areas 459 A & C contains 322 properties to be assessed to the tax rolls. The total Assessment for this year is $57,075.68, and this is the fourth year of the 30-year Assessment period.

The Districts were formed to allow property owners to reimburse the City over 30 years at 3% interest. The total assessment received from prior years are:

Fiscal Year Assessments	Revenue	Delinquencies
2014/2015	$122,652.39	$4,052.48
2015/2016	$125,537.57	$4,965.38
2016/2017	$182,311.85	$8,187.85
2017/2018	$182,248.81	$8,436.96
2018/2019	$179,318.87	$12,606.66

Staff is recommending that the City Council adopt the attached Resolutions approving the annual assessments.

RECOMMENDATION: That the City Council adopt the Resolutions ordering the continued assessments for Districts 458, 455 A and 459 A & C for the 2019/2020 tax year.

ATTACHMENTS:

1. Direct Charge Control
2. Authority to Approve Direct Charge Changes
3. Compliance Certification and Hold Harmless Statement
4. Area 458 Special Assessments Resolution 2019
5. Area 455 Special Assessments Resolution 2019
6. Area 459A & C Special Assessments Resolution 2019
7. Locator Map - Area 458
8. Locator Map - Area 455
9. Locator Map - Area 459A & C
10. 2019 Sewer Assessments

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager

TULARE COUNTY AUDITOR-CONTROLLER

Attachment A

DIRECT CHARGE (SPECIAL ASSESSMENT) CONTROL

DATE: July 31, 2019

TO: **Tulare County Auditor-Controller**
Property Tax Section
Courthouse, Room 101-E
Visalia, CA 93291

FROM:

Agency City of Porterville

Address 291 N Main Street

City, State, Zip Porterville, CA 93257

Contact Person, Phone Javier Sanchez Jr., 559-782-7462

Hours Contact Person is available M-F 8:00 am - 5:00 pm

E-mail (if available) jsanchez@ci.porterville.ca.us

Check items included:

X **1. Resolution (s) stating compliance with code and that the charge is without regard to property valuation.**

X **2. Change authorization sheet.**

____ **3. Parcel listing. (not required if submitting electronically)**

Fund/Charge Control

Tax Code	Fund Name	Parcel Count	Amount
531	PTV455SEWER	218	$42,824.94
531	PTV458SEWER	384	$83,270.98
531	PTV459SEWER	322	$57,075.68

Attach additional control sheets if necessary.

Attachment B

TULARE COUNTY AUDITOR-CONTROLLER

AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT) CHANGES

DISTRICT/AGENCY City of Porterville

The following persons are authorized to approve changes to our Agency's Special Assessment:

TYPED NAME	SAMPLE SIGNATURE
John D Lollis	
Javier Sanchez Jr	Javier Sanchez Jr. APWD

Agency Official

City Manager

Title

7-9-19

Date

Attachment C

Compliance Certification and Hold Harmless Statement

The City~~XXXXXX~~t of Porterville certifies the following:

I have read and am familiar with the requirements of Article XIIIC and XIIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying this submission to the County Auditor-Controller for inclusion on the secured property tax roll are in compliance with the law.

Article XIIIC. Sec. 2 c. "Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision b."

Article XIIIC. Sec. 2 d. "No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved."

Article XIIID. Sec. 5. "...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."

Article XIIID. Sec. 6 d. "Beginning July 1, 1997, all fees or charges shall comply with this section."

In addition, the City/District agrees that it shall be solely liable and responsible, and will defend and hold the County harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City/District by the County; and

The City/District shall be solely liable and responsible, and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

Approved by the governing Board on 5-7-2013; 11-19-2013; 8-2-2016
Date

City/District Manager

7-9-19
Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 458 Sewer Utility District was completed on May 7, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or Deputy Public Works Director/City Engineer, Javier Sanchez Jr., is hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 16th day of July, 2019.

_____

ATTEST: Martha A. Flores, Mayor

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 455 Sewer Utility District was completed on November 19, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or Deputy Public Works Director/City Engineer, Javier Sanchez Jr., is hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

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PASSED, APPROVED AND ADOPTED, this 16th day of July, 2019.

_____

ATTEST: Martha A. Flores, Mayor

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 459A & C Sewer Utility District was completed on May 3, 2016; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or Deputy Public Works Director/City Engineer, Javier Sanchez Jr., is hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

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PASSED, APPROVED AND ADOPTED, this 16th day of July, 2019.

_____

ATTEST: Martha A. Flores, Mayor

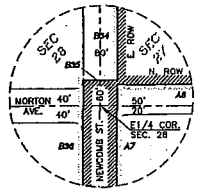
John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

AREA B DISTANCES & APNS		
LINE	DIST.	APNS IN AREA – ALONG BOUNDARY
B1	388.01'+/–	245-120-025,035,034,014
B2	49.00'+/–	245-120-014,012
B3	20.00'+/–	245-120-013
B4	30.00'+/–	245-120-013
B5	29.75'+/–	245-120-006
B6	225'+/–	245-120-006,005
B7	153.60'+/–	245-120-003,005
B8	85.78'+/–	245-120-002
B9	106.32'+/–	245-120-001
B10	93.27+/–	245-163-005,003
B11	178.69'+/–	245-163-011
B12	337.32'+/–	245-164-005,004,003,002,001
B13	72.00'+/–	245-164-001
B14	190.00'+/–	245-164-001
B15	897.67'+/–	245-165-030,029,028,027,026,025,024,023,022,021; 245-161-018
B16	395.00'+/–	245-161-018,017,016,015,014
B17	917.03'+/–	245-161-014,013,012,011,010,009,008,007,006,005,004,003
B18	114'+/–	245-161-001
B19	80.06'+/–	245-161-001
B20	1328.80'+/–	245-144-010,008,007,005,004,003,002,001; 245-134-008,007,006,005,010,009,003,001
B21	496.45'+/–	245-144-001,002; 245-101-007,005,008
B22	5.0'+/–	245-101-008
B23	111.58'+/–	245-101-009
B24	339.5'+/–	245-093-016,004,003
B25	16.5'+/–	245-093-003
B26	49.5'+/–	245-093-003,002
B27	16.5'+/–	245-093-002
B28	560.7'+/–	245-093-001; 245-083-002,001; 245-081-001
B29	461'+/–	245-081-001,002,003,004,005,006,007,008
B30	25.95'+/–	245-081-008
B31	179.38'+/–	245-081-009,010
B32	330.92'+/–	245-081-0011,012,014
B33	40'+/–	---
B34	653'+/–	251-010-001
B35	80'+/–	---
B36	1,351'+/–	245-092-009; 245-103-005,006,007,008,009,010,011,012,013; 245-113-005,006,007,008,009,010,011,012
B37	966'+/–	245-113-012,013; 245-112-009,010,011; 245-111-011,012,013
B38	727'+/–	245-150-050,054
B39	939'+/–	245-120-001,002,003,004,008,009,019,021
B40	31'+/–	245-120-021
B41	352'+/–	245-120-021,022,023,024,025

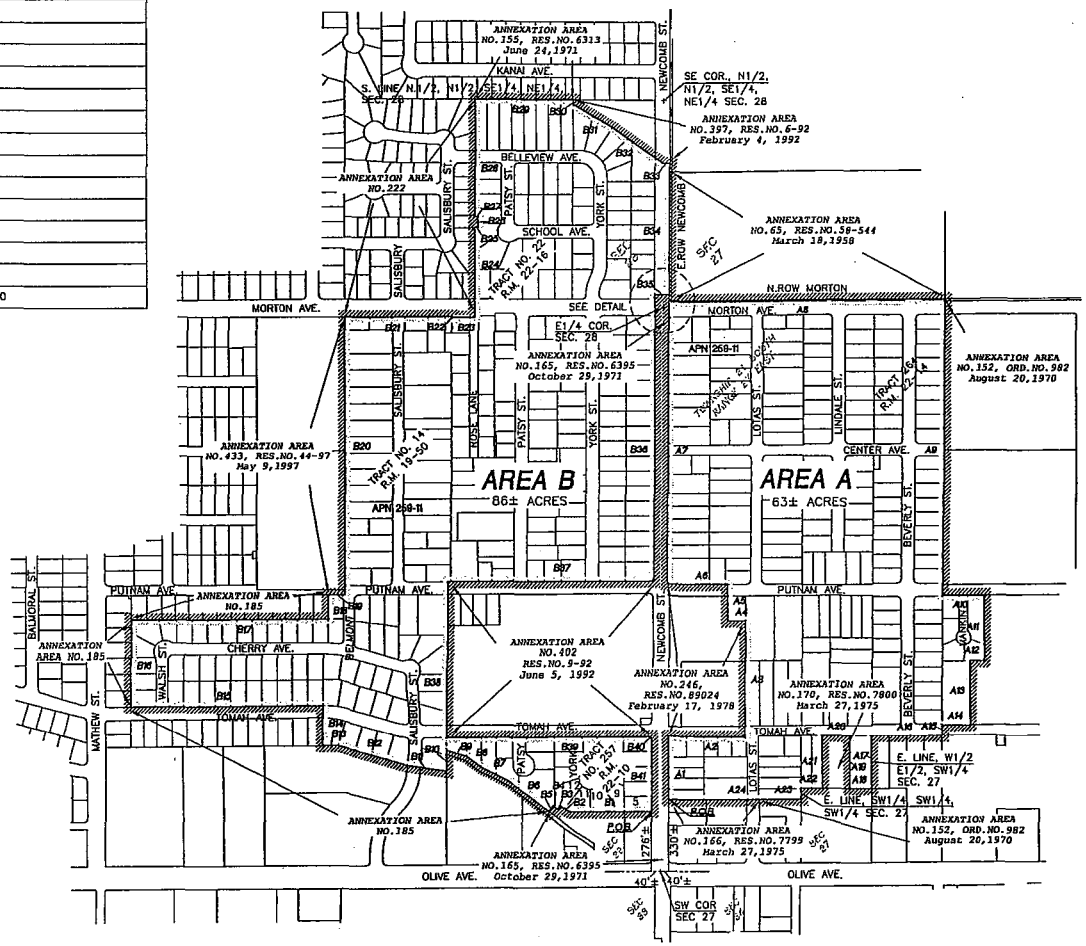
AREA A DISTANCES & APNS		
LINE	DIST.	APNS IN AREA – ALONG BOUNDARY
A1	299'+/–	251-291-020,018,016,014,022
A2	354.67'+/–	251-291-022,023,033,034,035
A3	540.90'+/–	251-301-030,002
A4	82'+/–	251-301-035
A5	174'+/–	251-301-035
A6	273'+/–	251-311-014,015,016
A7	1328'+/–	251-311-016,017,018,019,001,002,003,004;251-321-014,015,016,017,001,002,027
A8	1292'+/–	----
A9	1394.31'+/–	251-324-001,002,003,004,005,006,007,008,009 251-314-001,002,003,004,005,006,007,008,009
A10	199.27'+/–	251-271-003,022
A11	308'+/–	251-271-022,007
A12	66.52'+/–	251-271-007
A13	303.44'+/–	251-271-021
A14	132.85'+/–	251-271-021
A15	50'+/–	---
A16	331'+/–	----
A17	254'+/–	251-292-010
A18	100'+/–	251-292-010
A19	254.14'+/–	251-292-010
A20	129.22'+/–	---
A21	254.16'+/–	251-292-008
A22	100'+/–	251-292-008,007
A23	50'+/–	251-291-001
A24	200'+/–	251-291-001,008,020

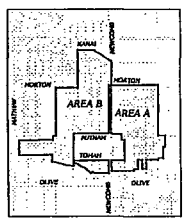


DETAIL
SCALE: 1"=200'

SCALE: 1"= 400'

LEGEND
EXISTING CITY LIMITS
ANNEXATION BOUNDARY





VICINITY MAP – NO SCALE

REVISIONS		
DATE	BY	DESCRIPTION

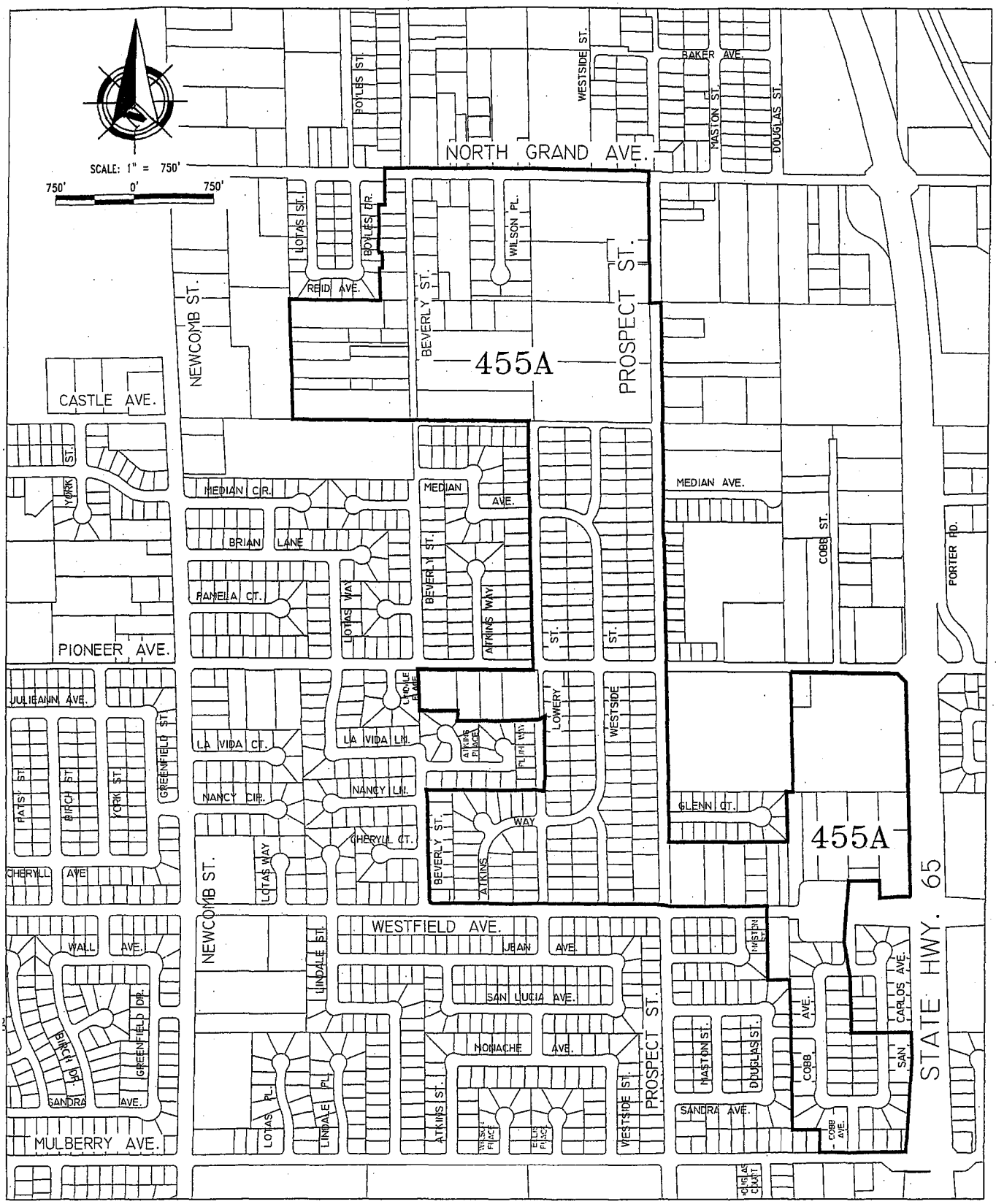
EXHIBIT B
ANNEXATION
No. 458

PREPARED BY: Quad Knopf
5110 W. CYPRESS AVE.
P.O. BOX 560
VISALIA, CA 93279
TEL: (559) 733-0440
FAX: (559) 733-7821
WWW.QUADKNOPF.COM
DRAWN BY: JoeB
CHECKED BY:

City of Porterville

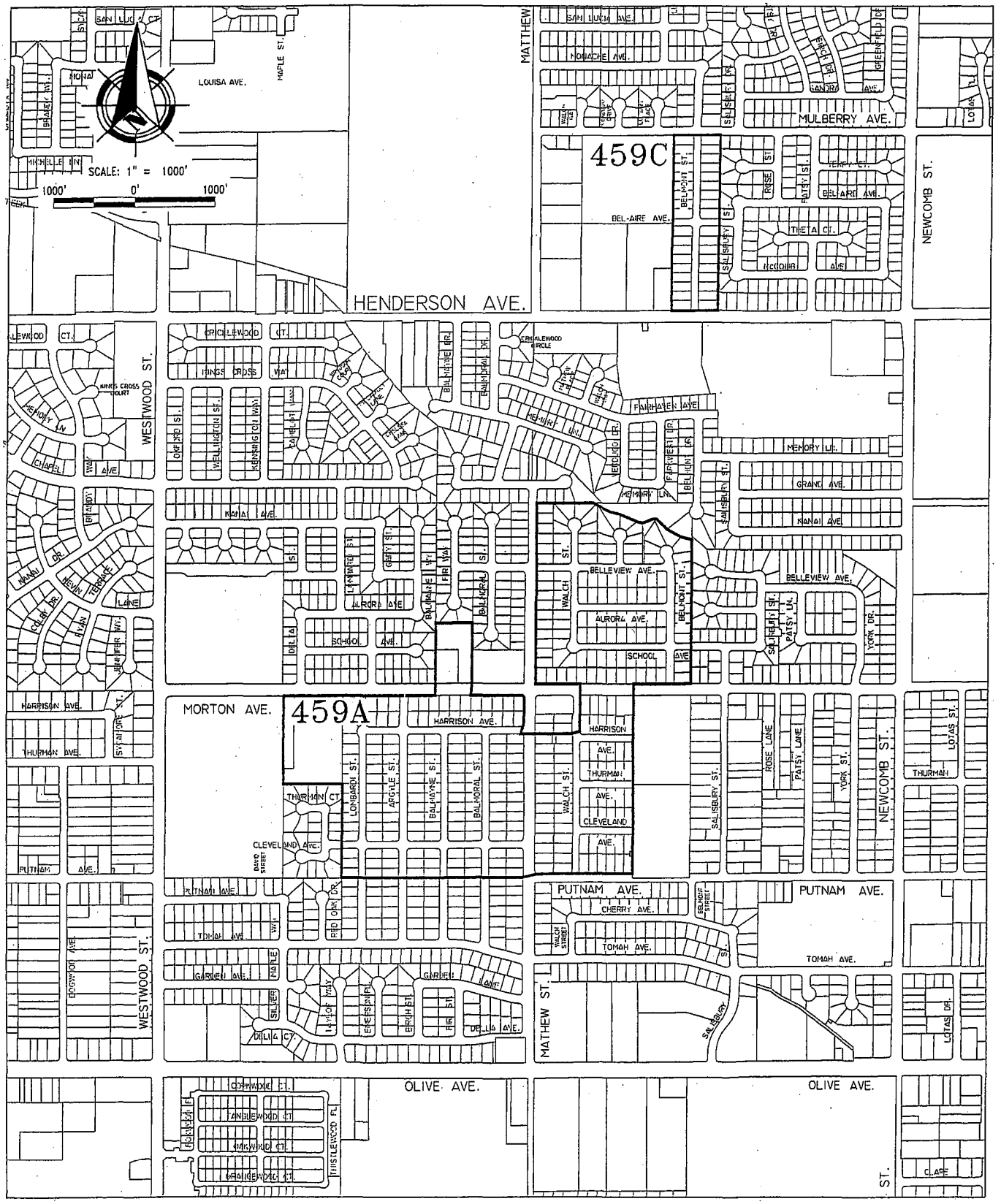
PLOT DATE: July 27, 2005
JOB NO.: 04617-05
FILE NAME: 04617-05 ANNEX.dwg
SCALE: 1"=400'
SHEET NO.: 1 of 1

L:\Projects\2004\04617\ACAD\MASTER\04617-05 ANNEX.dwg 7/27/2005 10:43:11 AM PDT



PROJECT BOUNDARIES

ISLAND ANNEX. 455A



PROJECT BOUNDARIES

ISLAND ANNEX. 459A & 459C

Prop #	APN	Yearly Amt	Tax Code	Acct Name
00001	243220004	$265.30	531	PTV455SEWER
00002	243220010	$348.84	531	PTV455SEWER
00003	243220011	$285.04	531	PTV455SEWER
00004	243230001	$188.94	531	PTV455SEWER
00005	243230002	$190.54	531	PTV455SEWER
00006	243230003	$175.70	531	PTV455SEWER
00007	243230007	$186.36	531	PTV455SEWER
00008	243230008	$392.30	531	PTV455SEWER
00009	243230012	$389.78	531	PTV455SEWER
00010	243230014	$121.50	531	PTV455SEWER
00011	243230016	$136.24	531	PTV455SEWER
00012	243230019	$161.10	531	PTV455SEWER
00013	243230020	$174.52	531	PTV455SEWER
00014	243230021	$292.70	531	PTV455SEWER
00015	243230028	$187.92	531	PTV455SEWER
00016	243230030	$198.90	531	PTV455SEWER
00017	243230031	$203.54	531	PTV455SEWER
00018	243230032	$189.04	531	PTV455SEWER
00019	243230033	$198.10	531	PTV455SEWER
00020	243230034	$201.62	531	PTV455SEWER
00021	243230035	$358.56	531	PTV455SEWER
00022	243230038	$364.38	531	PTV455SEWER
00023	243280006	$128.02	531	PTV455SEWER
00024	243280007	$209.94	531	PTV455SEWER
00025	243280009	$152.18	531	PTV455SEWER
00026	243280015	$148.02	531	PTV455SEWER
00027	243280021	$168.40	531	PTV455SEWER
00028	243280026	$199.06	531	PTV455SEWER
00029	243280027	$329.06	531	PTV455SEWER
00030	243290003	$239.16	531	PTV455SEWER
00031	243290004	$260.84	531	PTV455SEWER
00032	243290005	$472.66	531	PTV455SEWER
00033	243290006	$179.32	531	PTV455SEWER
00034	243290007	$270.44	531	PTV455SEWER
00035	243290008	$164.66	531	PTV455SEWER
00036	243290010	$189.20	531	PTV455SEWER
00037	243290011	$512.34	531	PTV455SEWER
00038	243290012	$105.50	531	PTV455SEWER
00039	243290013	$404.46	531	PTV455SEWER
00040	243290014	$244.96	531	PTV455SEWER
00041	245050003	$176.40	531	PTV459SEWER
00042	245050004	$174.14	531	PTV459SEWER
00043	245050005	$175.20	531	PTV459SEWER
00044	245050009	$185.98	531	PTV459SEWER
00045	245050010	$174.00	531	PTV459SEWER
00046	245050011	$175.66	531	PTV459SEWER

00047	245050012	$174.06	531 PTV459SEWER
00048	245050014	$176.00	531 PTV459SEWER
00049	245050015	$174.72	531 PTV459SEWER
00050	245050016	$177.44	531 PTV459SEWER
00051	245050017	$184.76	531 PTV459SEWER
00052	245050020	$175.10	531 PTV459SEWER
00053	245050021	$175.86	531 PTV459SEWER
00054	245060003	$174.44	531 PTV459SEWER
00055	245060004	$177.16	531 PTV459SEWER
00056	245060005	$174.28	531 PTV459SEWER
00057	245060006	$175.96	531 PTV459SEWER
00058	245060008	$187.38	531 PTV459SEWER
00059	245060009	$175.24	531 PTV459SEWER
00060	245060011	$176.48	531 PTV459SEWER
00061	245060014	$175.18	531 PTV459SEWER
00062	245060015	$175.10	531 PTV459SEWER
00063	245060016	$189.64	531 PTV459SEWER
00064	245060019	$175.16	531 PTV459SEWER
00065	245081001	$249.78	531 PTV458SEWER
00066	245081002	$255.10	531 PTV458SEWER
00067	245081003	$263.72	531 PTV458SEWER
00068	245081004	$256.58	531 PTV458SEWER
00069	245081005	$253.14	531 PTV458SEWER
00070	245081006	$256.72	531 PTV458SEWER
00071	245081008	$260.32	531 PTV458SEWER
00072	245081009	$259.28	531 PTV458SEWER
00073	245081010	$234.64	531 PTV458SEWER
00074	245081011	$214.22	531 PTV458SEWER
00075	245081012	$221.28	531 PTV458SEWER
00076	245081013	$185.04	531 PTV458SEWER
00077	245081014	$325.52	531 PTV458SEWER
00078	245081015	$194.78	531 PTV458SEWER
00079	245081016	$172.00	531 PTV458SEWER
00080	245082001	$201.80	531 PTV458SEWER
00081	245082002	$208.42	531 PTV458SEWER
00082	245082003	$205.30	531 PTV458SEWER
00083	245082004	$209.24	531 PTV458SEWER
00084	245082005	$215.42	531 PTV458SEWER
00085	245083002	$184.92	531 PTV458SEWER
00086	245091001	$201.24	531 PTV458SEWER
00087	245091005	$187.96	531 PTV458SEWER
00088	245091006	$186.14	531 PTV458SEWER
00089	245092001	$174.98	531 PTV458SEWER
00090	245092002	$170.66	531 PTV458SEWER
00091	245092003	$171.88	531 PTV458SEWER
00092	245092004	$193.70	531 PTV458SEWER
00093	245092006	$197.30	531 PTV458SEWER

00094	245092007	$194.40	531 PTV458SEWER
00095	245092008	$172.22	531 PTV458SEWER
00096	245092009	$350.04	531 PTV458SEWER
00097	245092010	$244.04	531 PTV458SEWER
00098	245092011	$225.60	531 PTV458SEWER
00099	245092014	$202.60	531 PTV458SEWER
00100	245093001	$184.32	531 PTV458SEWER
00101	245093002	$180.30	531 PTV458SEWER
00102	245093003	$207.08	531 PTV458SEWER
00103	245093004	$311.76	531 PTV458SEWER
00104	245093005	$234.06	531 PTV458SEWER
00105	245093006	$221.80	531 PTV458SEWER
00106	245093007	$221.10	531 PTV458SEWER
00107	245093008	$236.48	531 PTV458SEWER
00108	245093010	$166.10	531 PTV458SEWER
00109	245093013	$279.10	531 PTV458SEWER
00110	245093014	$282.34	531 PTV458SEWER
00111	245093015	$277.10	531 PTV458SEWER
00112	245093017	$292.04	531 PTV458SEWER
00113	245093018	$278.58	531 PTV458SEWER
00114	245101001	$180.68	531 PTV458SEWER
00115	245101002	$342.24	531 PTV458SEWER
00116	245101003	$164.00	531 PTV458SEWER
00117	245101005	$325.00	531 PTV458SEWER
00118	245101006	$226.46	531 PTV458SEWER
00119	245101007	$163.54	531 PTV458SEWER
00120	245101009	$189.90	531 PTV458SEWER
00121	245101013	$150.98	531 PTV458SEWER
00122	245101015	$190.98	531 PTV458SEWER
00123	245101016	$344.14	531 PTV458SEWER
00124	245101017	$184.14	531 PTV458SEWER
00125	245101018	$167.56	531 PTV458SEWER
00126	245101022	$135.36	531 PTV458SEWER
00127	245101023	$146.64	531 PTV458SEWER
00128	245101024	$168.92	531 PTV458SEWER
00129	245101025	$167.96	531 PTV458SEWER
00130	245101027	$238.02	531 PTV458SEWER
00131	245101028	$240.72	531 PTV458SEWER
00132	245101029	$217.44	531 PTV458SEWER
00133	245101030	$222.38	531 PTV458SEWER
00134	245101031	$342.24	531 PTV458SEWER
00135	245101036	$163.02	531 PTV458SEWER
00136	245101037	$227.08	531 PTV458SEWER
00137	245101038	$154.12	531 PTV458SEWER
00138	245102001	$189.50	531 PTV458SEWER
00139	245102002	$178.34	531 PTV458SEWER
00140	245102004	$237.14	531 PTV458SEWER

00141	245102005	$212.54	531 PTV458SEWER
00142	245102007	$190.46	531 PTV458SEWER
00143	245102008	$184.84	531 PTV458SEWER
00144	245102014	$199.28	531 PTV458SEWER
00145	245102015	$232.10	531 PTV458SEWER
00146	245102016	$198.94	531 PTV458SEWER
00147	245102017	$320.32	531 PTV458SEWER
00148	245102020	$186.96	531 PTV458SEWER
00149	245102022	$216.86	531 PTV458SEWER
00150	245102023	$189.32	531 PTV458SEWER
00151	245103003	$189.40	531 PTV458SEWER
00152	245103004	$223.86	531 PTV458SEWER
00153	245103008	$147.40	531 PTV458SEWER
00154	245103009	$146.86	531 PTV458SEWER
00155	245103013	$202.52	531 PTV458SEWER
00156	245103014	$192.40	531 PTV458SEWER
00157	245103015	$187.58	531 PTV458SEWER
00158	245103016	$189.68	531 PTV458SEWER
00159	245103018	$191.36	531 PTV458SEWER
00160	245103019	$189.46	531 PTV458SEWER
00161	245111001	$291.54	531 PTV458SEWER
00162	245111002	$291.54	531 PTV458SEWER
00163	245111004	$153.60	531 PTV458SEWER
00164	245111005	$241.60	531 PTV458SEWER
00165	245111006	$284.40	531 PTV458SEWER
00166	245111007	$284.40	531 PTV458SEWER
00167	245111009	$241.98	531 PTV458SEWER
00168	245111010	$172.54	531 PTV458SEWER
00169	245111012	$212.10	531 PTV458SEWER
00170	245111013	$395.48	531 PTV458SEWER
00171	245111015	$292.18	531 PTV458SEWER
00172	245111016	$184.86	531 PTV458SEWER
00173	245111017	$183.70	531 PTV458SEWER
00174	245111018	$291.54	531 PTV458SEWER
00175	245111019	$307.14	531 PTV458SEWER
00176	245111020	$311.68	531 PTV458SEWER
00177	245111023	$178.66	531 PTV458SEWER
00178	245111024	$260.74	531 PTV458SEWER
00179	245111025	$284.40	531 PTV458SEWER
00180	245111026	$327.28	531 PTV458SEWER
00181	245112003	$277.66	531 PTV458SEWER
00182	245112004	$200.64	531 PTV458SEWER
00183	245112005	$175.72	531 PTV458SEWER
00184	245112009	$293.84	531 PTV458SEWER
00185	245112010	$244.24	531 PTV458SEWER
00186	245112011	$177.72	531 PTV458SEWER
00187	245112013	$295.48	531 PTV458SEWER

00188	245112016	$189.20	531 PTV458SEWER
00189	245112017	$196.58	531 PTV458SEWER
00190	245112018	$186.74	531 PTV458SEWER
00191	245112019	$192.30	531 PTV458SEWER
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00193	245112023	$188.12	531 PTV458SEWER
00194	245112024	$235.62	531 PTV458SEWER
00195	245112025	$183.98	531 PTV458SEWER
00196	245112026	$198.46	531 PTV458SEWER
00197	245112027	$183.72	531 PTV458SEWER
00198	245113001	$184.84	531 PTV458SEWER
00199	245113002	$188.24	531 PTV458SEWER
00200	245113003	$188.82	531 PTV458SEWER
00201	245113004	$189.08	531 PTV458SEWER
00202	245113006	$222.02	531 PTV458SEWER
00203	245113007	$221.28	531 PTV458SEWER
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00205	245113009	$218.58	531 PTV458SEWER
00206	245113012	$300.64	531 PTV458SEWER
00207	245113013	$287.68	531 PTV458SEWER
00208	245113014	$187.78	531 PTV458SEWER
00209	245113015	$190.74	531 PTV458SEWER
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00211	245120001	$164.70	531 PTV458SEWER
00212	245120002	$176.40	531 PTV458SEWER
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00214	245120004	$172.58	531 PTV458SEWER
00215	245120006	$294.78	531 PTV458SEWER
00216	245120007	$183.08	531 PTV458SEWER
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00219	245120011	$184.16	531 PTV458SEWER
00220	245120012	$214.52	531 PTV458SEWER
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00227	245120025	$213.60	531 PTV458SEWER
00228	245120035	$214.66	531 PTV458SEWER
00229	245131005	$185.86	531 PTV459SEWER
00230	245131007	$192.62	531 PTV459SEWER
00231	245131009	$190.26	531 PTV459SEWER
00232	245131010	$171.26	531 PTV459SEWER
00233	245131011	$177.18	531 PTV459SEWER
00234	245131012	$174.38	531 PTV459SEWER

00235	245131014	$167.36	531 PTV459SEWER
00236	245132001	$244.28	531 PTV459SEWER
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00238	245132004	$236.24	531 PTV459SEWER
00239	245132007	$159.30	531 PTV459SEWER
00240	245132009	$160.84	531 PTV459SEWER
00241	245132010	$158.06	531 PTV459SEWER
00242	245132011	$163.80	531 PTV459SEWER
00243	245132012	$169.54	531 PTV459SEWER
00244	245132015	$159.66	531 PTV459SEWER
00245	245133007	$169.26	531 PTV459SEWER
00246	245133008	$164.96	531 PTV459SEWER
00247	245133010	$163.52	531 PTV459SEWER
00248	245133011	$165.24	531 PTV459SEWER
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00250	245133013	$162.22	531 PTV459SEWER
00251	245133014	$166.72	531 PTV459SEWER
00252	245133015	$166.10	531 PTV459SEWER
00253	245133017	$166.66	531 PTV459SEWER
00254	245133018	$171.74	531 PTV459SEWER
00255	245134005	$241.50	531 PTV458SEWER
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00262	245141004	$196.06	531 PTV459SEWER
00263	245141005	$193.52	531 PTV459SEWER
00264	245141006	$196.44	531 PTV459SEWER
00265	245141007	$195.28	531 PTV459SEWER
00266	245141008	$194.84	531 PTV459SEWER
00267	245141009	$195.36	531 PTV459SEWER
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00271	245141014	$174.54	531 PTV459SEWER
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00273	245141016	$173.28	531 PTV459SEWER
00274	245141018	$173.32	531 PTV459SEWER
00275	245141019	$174.70	531 PTV459SEWER
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00279	245142005	$164.04	531 PTV459SEWER
00280	245142006	$166.72	531 PTV459SEWER
00281	245142007	$168.64	531 PTV459SEWER

00282	245142009	$164.38	531 PTV459SEWER
00283	245142010	$162.14	531 PTV459SEWER
00284	245142011	$162.98	531 PTV459SEWER
00285	245142012	$164.08	531 PTV459SEWER
00286	245142013	$174.58	531 PTV459SEWER
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00293	245143017	$291.54	531 PTV458SEWER
00294	245143018	$292.04	531 PTV458SEWER
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00299	245143024	$165.12	531 PTV459SEWER
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00301	245143026	$185.86	531 PTV459SEWER
00302	245143028	$116.98	531 PTV459SEWER
00303	245143029	$188.50	531 PTV459SEWER
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00307	245150019	$1,016.76	531 PTV459SEWER
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00310	245161003	$179.16	531 PTV458SEWER
00311	245161004	$179.32	531 PTV458SEWER
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00320	245161013	$172.06	531 PTV458SEWER
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00322	245161015	$193.22	531 PTV458SEWER
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00326	245162003	$197.92	531 PTV458SEWER
00327	245162005	$272.34	531 PTV458SEWER
00328	245162006	$206.22	531 PTV458SEWER

00329	245162008	$190.38	531 PTV458SEWER
00330	245162010	$251.56	531 PTV458SEWER
00331	245162011	$240.36	531 PTV458SEWER
00332	245162012	$207.24	531 PTV458SEWER
00333	245162013	$203.42	531 PTV458SEWER
00334	245162014	$209.20	531 PTV458SEWER
00335	245163003	$201.78	531 PTV458SEWER
00336	245164001	$227.52	531 PTV458SEWER
00337	245164002	$203.42	531 PTV458SEWER
00338	245164003	$194.32	531 PTV458SEWER
00339	245165001	$189.70	531 PTV458SEWER
00340	245165002	$193.14	531 PTV458SEWER
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00343	245165006	$196.32	531 PTV458SEWER
00344	245165007	$186.14	531 PTV458SEWER
00345	245165008	$196.20	531 PTV458SEWER
00346	245165009	$199.06	531 PTV458SEWER
00347	245165010	$210.76	531 PTV458SEWER
00348	245165011	$179.32	531 PTV458SEWER
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00350	245165013	$177.76	531 PTV458SEWER
00351	245165015	$179.96	531 PTV458SEWER
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00356	245165020	$182.00	531 PTV458SEWER
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00358	245165023	$184.08	531 PTV458SEWER
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00360	245165025	$181.38	531 PTV458SEWER
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00362	245165027	$183.56	531 PTV458SEWER
00363	245165028	$179.98	531 PTV458SEWER
00364	245165029	$181.70	531 PTV458SEWER
00365	245165030	$182.18	531 PTV458SEWER
00366	245171001	$175.56	531 PTV459SEWER
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00368	245171003	$179.90	531 PTV459SEWER
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00370	245171005	$200.92	531 PTV459SEWER
00371	245171006	$199.34	531 PTV459SEWER
00372	245171007	$201.44	531 PTV459SEWER
00373	245171009	$162.80	531 PTV459SEWER
00374	245171011	$158.52	531 PTV459SEWER
00375	245171012	$162.38	531 PTV459SEWER

00376	245171013	$200.26	531 PTV459SEWER
00377	245171014	$162.02	531 PTV459SEWER
00378	245171015	$163.32	531 PTV459SEWER
00379	245171016	$166.14	531 PTV459SEWER
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00385	245171022	$164.78	531 PTV459SEWER
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00392	245171033	$232.22	531 PTV459SEWER
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00395	245172002	$152.06	531 PTV459SEWER
00396	245172003	$154.06	531 PTV459SEWER
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00398	245172005	$156.00	531 PTV459SEWER
00399	245172007	$153.48	531 PTV459SEWER
00400	245172008	$149.20	531 PTV459SEWER
00401	245172009	$164.00	531 PTV459SEWER
00402	245172010	$161.40	531 PTV459SEWER
00403	245172011	$154.04	531 PTV459SEWER
00404	245172012	$157.36	531 PTV459SEWER
00405	245172013	$154.80	531 PTV459SEWER
00406	245172014	$160.42	531 PTV459SEWER
00407	245172015	$156.80	531 PTV459SEWER
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00409	245172018	$157.50	531 PTV459SEWER
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00411	245173002	$163.94	531 PTV459SEWER
00412	245173003	$163.92	531 PTV459SEWER
00413	245173004	$171.22	531 PTV459SEWER
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00415	245174002	$178.38	531 PTV459SEWER
00416	245182001	$174.14	531 PTV459SEWER
00417	245182002	$172.78	531 PTV459SEWER
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00419	245182005	$184.30	531 PTV459SEWER
00420	245182006	$183.84	531 PTV459SEWER
00421	245182008	$250.20	531 PTV459SEWER
00422	245182010	$231.14	531 PTV459SEWER

00423	245182011	$207.42	531 PTV459SEWER
00424	245182012	$177.24	531 PTV459SEWER
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00426	245182014	$160.50	531 PTV459SEWER
00427	245182015	$160.74	531 PTV459SEWER
00428	245182016	$163.64	531 PTV459SEWER
00429	245182023	$203.10	531 PTV459SEWER
00430	245182024	$198.12	531 PTV459SEWER
00431	245182026	$172.68	531 PTV459SEWER
00432	245182027	$166.72	531 PTV459SEWER
00433	245182028	$171.74	531 PTV459SEWER
00434	245182029	$162.58	531 PTV459SEWER
00435	245182030	$170.24	531 PTV459SEWER
00436	245182031	$194.26	531 PTV459SEWER
00437	245182032	$197.88	531 PTV459SEWER
00438	245182035	$179.30	531 PTV459SEWER
00439	245182037	$183.54	531 PTV459SEWER
00440	245182038	$186.86	531 PTV459SEWER
00441	245182039	$190.66	531 PTV459SEWER
00442	245182040	$171.92	531 PTV459SEWER
00443	245182041	$249.78	531 PTV459SEWER
00444	245182042	$222.52	531 PTV459SEWER
00445	245183002	$158.86	531 PTV459SEWER
00446	245183003	$162.46	531 PTV459SEWER
00447	245183005	$164.46	531 PTV459SEWER
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00453	245183011	$72.14	531 PTV459SEWER
00454	245183012	$153.82	531 PTV459SEWER
00455	245183013	$149.48	531 PTV459SEWER
00456	245183014	$155.34	531 PTV459SEWER
00457	245183015	$153.64	531 PTV459SEWER
00458	245183016	$152.94	531 PTV459SEWER
00459	245183017	$150.38	531 PTV459SEWER
00460	245183018	$158.22	531 PTV459SEWER
00461	245184001	$197.16	531 PTV459SEWER
00462	245184002	$194.52	531 PTV459SEWER
00463	245184004	$164.24	531 PTV459SEWER
00464	245184005	$159.78	531 PTV459SEWER
00465	245184006	$161.04	531 PTV459SEWER
00466	245191001	$234.78	531 PTV459SEWER
00467	245191003	$235.10	531 PTV459SEWER
00468	245191006	$155.80	531 PTV459SEWER
00469	245191007	$158.32	531 PTV459SEWER

00470	245191009	$180.70	531 PTV459SEWER
00471	245191010	$194.70	531 PTV459SEWER
00472	245191011	$164.46	531 PTV459SEWER
00473	245191012	$156.08	531 PTV459SEWER
00474	245191015	$155.18	531 PTV459SEWER
00475	245192002	$222.74	531 PTV459SEWER
00476	245192003	$221.96	531 PTV459SEWER
00477	245192004	$220.00	531 PTV459SEWER
00478	245192005	$221.38	531 PTV459SEWER
00479	245192006	$148.98	531 PTV459SEWER
00480	245192008	$148.90	531 PTV459SEWER
00481	245192009	$148.72	531 PTV459SEWER
00482	245192010	$149.86	531 PTV459SEWER
00483	245192011	$219.88	531 PTV459SEWER
00484	245192012	$223.60	531 PTV459SEWER
00485	245192013	$218.68	531 PTV459SEWER
00486	245192016	$215.28	531 PTV459SEWER
00487	245192017	$144.96	531 PTV459SEWER
00488	245192018	$147.48	531 PTV459SEWER
00489	245192019	$148.40	531 PTV459SEWER
00490	245192020	$147.50	531 PTV459SEWER
00491	245192021	$151.44	531 PTV459SEWER
00492	245192022	$149.12	531 PTV459SEWER
00493	245193001	$156.28	531 PTV459SEWER
00494	245193002	$155.98	531 PTV459SEWER
00495	245193003	$154.08	531 PTV459SEWER
00496	245193004	$155.36	531 PTV459SEWER
00497	245193005	$155.56	531 PTV459SEWER
00498	245193006	$155.90	531 PTV459SEWER
00499	245193007	$155.28	531 PTV459SEWER
00500	245193008	$155.02	531 PTV459SEWER
00501	245193010	$157.02	531 PTV459SEWER
00502	245194001	$159.52	531 PTV459SEWER
00503	245194002	$157.46	531 PTV459SEWER
00504	245194003	$155.56	531 PTV459SEWER
00505	245194004	$156.44	531 PTV459SEWER
00506	245194005	$156.68	531 PTV459SEWER
00507	245194006	$157.30	531 PTV459SEWER
00508	245194007	$157.06	531 PTV459SEWER
00509	245194008	$156.82	531 PTV459SEWER
00510	245194009	$158.38	531 PTV459SEWER
00511	245194010	$161.04	531 PTV459SEWER
00512	245195001	$161.88	531 PTV459SEWER
00513	245195002	$157.26	531 PTV459SEWER
00514	245195003	$156.50	531 PTV459SEWER
00515	245195006	$156.08	531 PTV459SEWER
00516	245195007	$155.60	531 PTV459SEWER

00517	245195008	$155.38	531 PTV459SEWER
00518	245195009	$156.16	531 PTV459SEWER
00519	245195010	$161.40	531 PTV459SEWER
00520	245196001	$156.66	531 PTV459SEWER
00521	245196002	$155.42	531 PTV459SEWER
00522	245196004	$155.90	531 PTV459SEWER
00523	245196006	$171.30	531 PTV459SEWER
00524	245196007	$171.22	531 PTV459SEWER
00525	245196008	$172.02	531 PTV459SEWER
00526	245196009	$171.60	531 PTV459SEWER
00527	245196010	$146.68	531 PTV459SEWER
00528	245201001	$156.42	531 PTV459SEWER
00529	245201002	$158.22	531 PTV459SEWER
00530	245201003	$158.84	531 PTV459SEWER
00531	245201004	$158.86	531 PTV459SEWER
00532	245201005	$160.28	531 PTV459SEWER
00533	245201006	$162.78	531 PTV459SEWER
00534	245202002	$159.06	531 PTV459SEWER
00535	245202003	$158.80	531 PTV459SEWER
00536	245202004	$158.78	531 PTV459SEWER
00537	245202006	$163.52	531 PTV459SEWER
00538	245202007	$161.18	531 PTV459SEWER
00539	245202008	$158.68	531 PTV459SEWER
00540	245202009	$157.28	531 PTV459SEWER
00541	245202010	$157.68	531 PTV459SEWER
00542	245202011	$157.88	531 PTV459SEWER
00543	245202012	$154.24	531 PTV459SEWER
00544	245203001	$155.10	531 PTV459SEWER
00545	245203002	$157.92	531 PTV459SEWER
00546	245203003	$157.34	531 PTV459SEWER
00547	245203004	$158.22	531 PTV459SEWER
00548	245203005	$159.88	531 PTV459SEWER
00549	245203006	$161.02	531 PTV459SEWER
00550	245203008	$151.52	531 PTV459SEWER
00551	245203009	$159.86	531 PTV459SEWER
00552	245203010	$159.90	531 PTV459SEWER
00553	245203011	$160.34	531 PTV459SEWER
00554	245203012	$157.94	531 PTV459SEWER
00555	245204001	$146.10	531 PTV459SEWER
00556	245204002	$158.88	531 PTV459SEWER
00557	245204003	$158.08	531 PTV459SEWER
00558	245204004	$158.90	531 PTV459SEWER
00559	245204005	$159.88	531 PTV459SEWER
00560	245204006	$159.88	531 PTV459SEWER
00561	245204007	$159.62	531 PTV459SEWER
00562	245204008	$160.64	531 PTV459SEWER
00563	245204009	$156.88	531 PTV459SEWER

00564	245204010	$157.38	531 PTV459SEWER
00565	245204011	$158.22	531 PTV459SEWER
00566	245204012	$153.30	531 PTV459SEWER
00567	245205001	$161.62	531 PTV459SEWER
00568	245205002	$154.60	531 PTV459SEWER
00569	245205005	$154.90	531 PTV459SEWER
00570	245205006	$161.60	531 PTV459SEWER
00571	245205007	$163.90	531 PTV459SEWER
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00574	245205011	$169.78	531 PTV459SEWER
00575	245206001	$162.98	531 PTV459SEWER
00576	245206002	$152.46	531 PTV459SEWER
00577	245206004	$158.58	531 PTV459SEWER
00578	245206005	$152.90	531 PTV459SEWER
00579	245206006	$164.32	531 PTV459SEWER
00580	245207001	$164.66	531 PTV459SEWER
00581	245207003	$159.96	531 PTV459SEWER
00582	245207004	$158.72	531 PTV459SEWER
00583	245207005	$150.64	531 PTV459SEWER
00584	245207006	$162.08	531 PTV459SEWER
00585	245208001	$164.70	531 PTV459SEWER
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00587	245209001	$155.96	531 PTV459SEWER
00588	245209003	$159.42	531 PTV459SEWER
00589	245209004	$159.30	531 PTV459SEWER
00590	245209005	$162.48	531 PTV459SEWER
00591	245209006	$161.68	531 PTV459SEWER
00592	245209007	$174.62	531 PTV459SEWER
00593	245209008	$176.22	531 PTV459SEWER
00594	245209009	$173.78	531 PTV459SEWER
00595	245209011	$175.16	531 PTV459SEWER
00596	245209012	$171.62	531 PTV459SEWER
00597	245342060	$642.90	531 PTV459SEWER
00598	245342061	$590.12	531 PTV459SEWER
00599	246011004	$450.98	531 PTV455SEWER
00600	246011009	$383.82	531 PTV455SEWER
00601	246012001	$193.32	531 PTV455SEWER
00602	246012004	$166.00	531 PTV455SEWER
00603	246012005	$164.12	531 PTV455SEWER
00604	246012006	$164.66	531 PTV455SEWER
00605	246012007	$163.70	531 PTV455SEWER
00606	246012010	$164.98	531 PTV455SEWER
00607	246012011	$140.66	531 PTV455SEWER
00608	246012012	$140.76	531 PTV455SEWER
00609	246012014	$163.76	531 PTV455SEWER
00610	246012016	$164.18	531 PTV455SEWER

00611	246012017	$166.10	531 PTV455SEWER
00612	246013001	$217.10	531 PTV455SEWER
00613	246013002	$208.30	531 PTV455SEWER
00614	246013003	$156.50	531 PTV455SEWER
00615	246013004	$155.22	531 PTV455SEWER
00616	246013005	$151.22	531 PTV455SEWER
00617	246013006	$154.20	531 PTV455SEWER
00618	246013007	$151.92	531 PTV455SEWER
00619	246013008	$155.54	531 PTV455SEWER
00620	246013009	$152.76	531 PTV455SEWER
00621	246013011	$156.82	531 PTV455SEWER
00622	246013012	$150.64	531 PTV455SEWER
00623	246013013	$156.02	531 PTV455SEWER
00624	246013014	$150.36	531 PTV455SEWER
00625	246013015	$156.56	531 PTV455SEWER
00626	246013016	$152.28	531 PTV455SEWER
00627	246021001	$158.36	531 PTV455SEWER
00628	246021003	$159.92	531 PTV455SEWER
00629	246021004	$171.70	531 PTV455SEWER
00630	246021005	$165.72	531 PTV455SEWER
00631	246021006	$200.14	531 PTV455SEWER
00632	246021008	$159.44	531 PTV455SEWER
00633	246021009	$141.68	531 PTV455SEWER
00634	246021010	$135.70	531 PTV455SEWER
00635	246021011	$135.70	531 PTV455SEWER
00636	246021012	$135.06	531 PTV455SEWER
00637	246021016	$140.60	531 PTV455SEWER
00638	246021019	$145.94	531 PTV455SEWER
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00641	246022001	$150.42	531 PTV455SEWER
00642	246022002	$173.68	531 PTV455SEWER
00643	246022003	$159.16	531 PTV455SEWER
00644	246022004	$147.22	531 PTV455SEWER
00645	246022005	$146.68	531 PTV455SEWER
00646	246022006	$148.18	531 PTV455SEWER
00647	246022009	$137.30	531 PTV455SEWER
00648	246022010	$137.72	531 PTV455SEWER
00649	246022011	$146.52	531 PTV455SEWER
00650	246023001	$151.32	531 PTV455SEWER
00651	246023002	$137.88	531 PTV455SEWER
00652	246023003	$175.44	531 PTV455SEWER
00653	246024008	$159.54	531 PTV455SEWER
00654	246024009	$154.32	531 PTV455SEWER
00655	246024010	$180.76	531 PTV455SEWER
00656	246024011	$179.00	531 PTV455SEWER
00657	246024012	$160.12	531 PTV455SEWER

00658	246024013	$154.96	531 PTV455SEWER
00659	246024014	$151.38	531 PTV455SEWER
00660	246024021	$148.40	531 PTV455SEWER
00661	246024022	$149.08	531 PTV455SEWER
00662	246024023	$149.62	531 PTV455SEWER
00663	246024024	$156.98	531 PTV455SEWER
00664	246025001	$147.00	531 PTV455SEWER
00665	246025002	$183.54	531 PTV455SEWER
00666	246025003	$148.28	531 PTV455SEWER
00667	246025004	$150.52	531 PTV455SEWER
00668	246025005	$148.98	531 PTV455SEWER
00669	246025006	$148.12	531 PTV455SEWER
00670	246025008	$205.16	531 PTV455SEWER
00671	246025009	$144.44	531 PTV455SEWER
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00674	246080032	$1,270.24	531 PTV455SEWER
00675	246091006	$136.50	531 PTV455SEWER
00676	246091007	$234.44	531 PTV455SEWER
00677	246091009	$141.30	531 PTV455SEWER
00678	246091010	$143.80	531 PTV455SEWER
00679	246091011	$144.44	531 PTV455SEWER
00680	246091012	$146.60	531 PTV455SEWER
00681	246092002	$158.84	531 PTV455SEWER
00682	246092003	$160.24	531 PTV455SEWER
00683	246092004	$159.16	531 PTV455SEWER
00684	246092005	$149.40	531 PTV455SEWER
00685	246092007	$148.34	531 PTV455SEWER
00686	246092008	$141.88	531 PTV455SEWER
00687	246092009	$145.72	531 PTV455SEWER
00688	246092010	$143.44	531 PTV455SEWER
00689	246092011	$140.98	531 PTV455SEWER
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00691	246092014	$145.46	531 PTV455SEWER
00692	246092015	$142.52	531 PTV455SEWER
00693	246093009	$193.10	531 PTV455SEWER
00694	246093010	$193.20	531 PTV455SEWER
00695	246093011	$144.60	531 PTV455SEWER
00696	246093012	$142.80	531 PTV455SEWER
00697	246093013	$134.26	531 PTV455SEWER
00698	246093014	$139.16	531 PTV455SEWER
00699	246093015	$140.60	531 PTV455SEWER
00700	246093018	$132.44	531 PTV455SEWER
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00702	246093022	$193.42	531 PTV455SEWER
00703	246093027	$131.00	531 PTV455SEWER
00704	246094001	$148.56	531 PTV455SEWER

00705	246094002	$127.86	531 PTV455SEWER
00706	246094007	$225.90	531 PTV455SEWER
00707	246094008	$170.74	531 PTV455SEWER
00708	246094009	$158.52	531 PTV455SEWER
00709	246094010	$158.04	531 PTV455SEWER
00710	246094011	$162.32	531 PTV455SEWER
00711	246094012	$155.48	531 PTV455SEWER
00712	246141001	$153.56	531 PTV455SEWER
00713	246141002	$145.30	531 PTV455SEWER
00714	246141003	$144.72	531 PTV455SEWER
00715	246141004	$160.88	531 PTV455SEWER
00716	246141005	$167.70	531 PTV455SEWER
00717	246141006	$183.80	531 PTV455SEWER
00718	246141008	$166.36	531 PTV455SEWER
00719	246141011	$146.26	531 PTV455SEWER
00720	246141012	$164.92	531 PTV455SEWER
00721	246142001	$163.44	531 PTV455SEWER
00722	246142002	$173.20	531 PTV455SEWER
00723	246142003	$184.66	531 PTV455SEWER
00724	246142004	$162.26	531 PTV455SEWER
00725	246142005	$155.22	531 PTV455SEWER
00726	246142007	$150.96	531 PTV455SEWER
00727	246142009	$158.00	531 PTV455SEWER
00728	246142010	$151.48	531 PTV455SEWER
00729	246142011	$148.50	531 PTV455SEWER
00730	246142012	$152.44	531 PTV455SEWER
00731	246142013	$134.42	531 PTV455SEWER
00732	246142015	$159.96	531 PTV455SEWER
00733	246142017	$150.48	531 PTV455SEWER
00734	246142018	$135.10	531 PTV455SEWER
00735	246143004	$183.98	531 PTV455SEWER
00736	246143005	$168.66	531 PTV455SEWER
00737	246151001	$113.34	531 PTV455SEWER
00738	246151002	$138.64	531 PTV455SEWER
00739	246151004	$138.26	531 PTV455SEWER
00740	246151005	$159.76	531 PTV455SEWER
00741	246151008	$114.62	531 PTV455SEWER
00742	246151009	$209.00	531 PTV455SEWER
00743	246151010	$202.12	531 PTV455SEWER
00744	246151011	$138.26	531 PTV455SEWER
00745	246151012	$150.36	531 PTV455SEWER
00746	246151013	$135.86	531 PTV455SEWER
00747	246151014	$158.68	531 PTV455SEWER
00748	246151016	$140.28	531 PTV455SEWER
00749	246151017	$138.16	531 PTV455SEWER
00750	246151018	$137.24	531 PTV455SEWER
00751	246152002	$160.12	531 PTV455SEWER

00752	246152003	$145.62	531 PTV455SEWER
00753	246152008	$135.28	531 PTV455SEWER
00754	246152009	$139.00	531 PTV455SEWER
00755	246152010	$165.62	531 PTV455SEWER
00756	246152011	$141.84	531 PTV455SEWER
00757	246152012	$138.32	531 PTV455SEWER
00758	246152014	$147.32	531 PTV455SEWER
00759	246180080	$394.64	531 PTV455SEWER
00760	246240015	$190.80	531 PTV455SEWER
00761	246290021	$313.54	531 PTV455SEWER
00762	246290022	$498.08	531 PTV455SEWER
00763	246290023	$549.68	531 PTV455SEWER
00764	246290024	$209.74	531 PTV455SEWER
00765	246290025	$201.86	531 PTV455SEWER
00766	246290026	$191.76	531 PTV455SEWER
00767	246290027	$200.30	531 PTV455SEWER
00768	246290028	$430.62	531 PTV455SEWER
00769	246290029	$336.62	531 PTV455SEWER
00770	246290030	$428.64	531 PTV455SEWER
00771	246290031	$515.54	531 PTV455SEWER
00772	246290032	$417.36	531 PTV455SEWER
00773	246290034	$509.60	531 PTV455SEWER
00774	246290035	$371.52	531 PTV455SEWER
00775	246290036	$750.00	531 PTV455SEWER
00776	246290037	$196.50	531 PTV455SEWER
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00778	251271002	$176.88	531 PTV458SEWER
00779	251271003	$127.40	531 PTV458SEWER
00780	251271007	$176.90	531 PTV458SEWER
00781	251271021	$338.94	531 PTV458SEWER
00782	251291007	$293.48	531 PTV458SEWER
00783	251291008	$306.48	531 PTV458SEWER
00784	251291014	$200.74	531 PTV458SEWER
00785	251291022	$181.20	531 PTV458SEWER
00786	251291033	$147.22	531 PTV458SEWER
00787	251292001	$203.00	531 PTV458SEWER
00788	251292002	$207.08	531 PTV458SEWER
00789	251292003	$200.08	531 PTV458SEWER
00790	251292005	$301.56	531 PTV458SEWER
00791	251292006	$119.22	531 PTV458SEWER
00792	251292008	$306.36	531 PTV458SEWER
00793	251292010	$274.00	531 PTV458SEWER
00794	251301002	$375.34	531 PTV458SEWER
00795	251301003	$396.78	531 PTV458SEWER
00796	251301005	$267.40	531 PTV458SEWER
00797	251301006	$274.80	531 PTV458SEWER
00798	251301007	$148.20	531 PTV458SEWER

00799	251301009	$271.24	531 PTV458SEWER
00800	251301010	$272.70	531 PTV458SEWER
00801	251301011	$123.18	531 PTV458SEWER
00802	251301012	$186.34	531 PTV458SEWER
00803	251301013	$188.08	531 PTV458SEWER
00804	251301014	$188.82	531 PTV458SEWER
00805	251301015	$188.32	531 PTV458SEWER
00806	251301016	$186.12	531 PTV458SEWER
00807	251301018	$186.70	531 PTV458SEWER
00808	251301021	$307.06	531 PTV458SEWER
00809	251301022	$241.50	531 PTV458SEWER
00810	251301024	$230.48	531 PTV458SEWER
00811	251301027	$353.90	531 PTV458SEWER
00812	251301028	$302.88	531 PTV458SEWER
00813	251301029	$353.90	531 PTV458SEWER
00814	251301030	$353.90	531 PTV458SEWER
00815	251301032	$233.78	531 PTV458SEWER
00816	251301033	$311.00	531 PTV458SEWER
00817	251301035	$271.56	531 PTV458SEWER
00818	251301037	$275.18	531 PTV458SEWER
00819	251301038	$241.50	531 PTV458SEWER
00820	251302001	$250.86	531 PTV458SEWER
00821	251302002	$186.16	531 PTV458SEWER
00822	251302003	$188.38	531 PTV458SEWER
00823	251302004	$188.08	531 PTV458SEWER
00824	251302005	$187.06	531 PTV458SEWER
00825	251302006	$184.00	531 PTV458SEWER
00826	251302007	$184.14	531 PTV458SEWER
00827	251302008	$184.06	531 PTV458SEWER
00828	251311002	$232.74	531 PTV458SEWER
00829	251311005	$238.28	531 PTV458SEWER
00830	251311006	$230.16	531 PTV458SEWER
00831	251311008	$228.72	531 PTV458SEWER
00832	251311009	$232.16	531 PTV458SEWER
00833	251311010	$281.14	531 PTV458SEWER
00834	251311011	$231.84	531 PTV458SEWER
00835	251311012	$228.24	531 PTV458SEWER
00836	251311013	$164.40	531 PTV458SEWER
00837	251311014	$162.62	531 PTV458SEWER
00838	251311015	$264.20	531 PTV458SEWER
00839	251311016	$290.24	531 PTV458SEWER
00840	251311017	$230.04	531 PTV458SEWER
00841	251311019	$230.86	531 PTV458SEWER
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00843	251312002	$304.54	531 PTV458SEWER
00844	251312006	$209.96	531 PTV458SEWER
00845	251312007	$211.86	531 PTV458SEWER

00846	251312008	$204.28	531 PTV458SEWER
00847	251312009	$206.44	531 PTV458SEWER
00848	251312010	$209.22	531 PTV458SEWER
00849	251312014	$223.82	531 PTV458SEWER
00850	251312015	$227.86	531 PTV458SEWER
00851	251312016	$226.16	531 PTV458SEWER
00852	251312019	$226.20	531 PTV458SEWER
00853	251312020	$297.52	531 PTV458SEWER
00854	251313001	$207.84	531 PTV458SEWER
00855	251313002	$206.94	531 PTV458SEWER
00856	251313006	$190.74	531 PTV458SEWER
00857	251313007	$186.28	531 PTV458SEWER
00858	251313008	$188.48	531 PTV458SEWER
00859	251313009	$187.50	531 PTV458SEWER
00860	251313010	$189.26	531 PTV458SEWER
00861	251313011	$187.74	531 PTV458SEWER
00862	251313012	$257.64	531 PTV458SEWER
00863	251313015	$206.76	531 PTV458SEWER
00864	251313025	$277.04	531 PTV458SEWER
00865	251313029	$256.70	531 PTV458SEWER
00866	251314001	$185.48	531 PTV458SEWER
00867	251314002	$187.06	531 PTV458SEWER
00868	251314003	$190.38	531 PTV458SEWER
00869	251314004	$186.02	531 PTV458SEWER
00870	251314005	$187.58	531 PTV458SEWER
00871	251314006	$188.28	531 PTV458SEWER
00872	251314007	$189.70	531 PTV458SEWER
00873	251314008	$188.22	531 PTV458SEWER
00874	251321006	$230.32	531 PTV458SEWER
00875	251321007	$231.84	531 PTV458SEWER
00876	251321008	$230.94	531 PTV458SEWER
00877	251321009	$226.38	531 PTV458SEWER
00878	251321010	$225.82	531 PTV458SEWER
00879	251321011	$281.14	531 PTV458SEWER
00880	251321012	$240.98	531 PTV458SEWER
00881	251321013	$287.40	531 PTV458SEWER
00882	251321020	$206.82	531 PTV458SEWER
00883	251321023	$139.86	531 PTV458SEWER
00884	251321025	$151.18	531 PTV458SEWER
00885	251322001	$382.40	531 PTV458SEWER
00886	251322002	$221.72	531 PTV458SEWER
00887	251322003	$227.98	531 PTV458SEWER
00888	251322004	$222.08	531 PTV458SEWER
00889	251322007	$192.46	531 PTV458SEWER
00890	251322008	$189.68	531 PTV458SEWER
00891	251322009	$188.88	531 PTV458SEWER
00892	251322010	$188.66	531 PTV458SEWER

00893	251322011		$190.54	531 PTV458SEWER
00894	251322013		$191.30	531 PTV458SEWER
00895	251322014		$190.98	531 PTV458SEWER
00896	251322017		$224.58	531 PTV458SEWER
00897	251322018		$225.40	531 PTV458SEWER
00898	251322019		$227.84	531 PTV458SEWER
00899	251322021		$133.06	531 PTV458SEWER
00900	251322023		$159.60	531 PTV458SEWER
00901	251323001		$190.34	531 PTV458SEWER
00902	251323002		$187.56	531 PTV458SEWER
00903	251323003		$189.02	531 PTV458SEWER
00904	251323004		$189.56	531 PTV458SEWER
00905	251323006		$192.52	531 PTV458SEWER
00906	251323007		$189.16	531 PTV458SEWER
00907	251323008		$187.26	531 PTV458SEWER
00908	251323009		$185.82	531 PTV458SEWER
00909	251323010		$187.96	531 PTV458SEWER
00910	251323011		$189.30	531 PTV458SEWER
00911	251323012		$186.56	531 PTV458SEWER
00912	251323013		$189.64	531 PTV458SEWER
00913	251323014		$193.32	531 PTV458SEWER
00914	251323016		$191.86	531 PTV458SEWER
00915	251323017		$190.22	531 PTV458SEWER
00916	251324001		$193.08	531 PTV458SEWER
00917	251324002		$189.94	531 PTV458SEWER
00918	251324003		$187.40	531 PTV458SEWER
00919	251324004		$185.84	531 PTV458SEWER
00920	251324005		$189.10	531 PTV458SEWER
00921	251324006		$190.00	531 PTV458SEWER
00922	251324007		$187.98	531 PTV458SEWER
00923	251324008		$191.74	531 PTV458SEWER
00924	251324009		$195.60	531 PTV458SEWER
		GRAND TOTAL	$183,171.60	

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Amendment to Employee Pay & Benefit Plan - Porterville City Employees Association

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Porterville City Employees Association (PCEA). City representatives and PCEA have reached an agreement, and a written Memorandum of Understanding (MOU) has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to the Porterville City Employees Association.

ATTACHMENTS: 1. Draft PCEA Resolution

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

RESOLUTION NO. ___-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN PERTAINING TO PORTERVILLE CITY EMPLOYEES ASSOCIATION

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

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

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Porterville City Employees Association ("PCEA") for the period from July 1, 2019, through June 30, 2021, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

Two (2) years, from July 1, 2019 through June 30, 2021.

II. SALARY

Effective July 16, 2019, PCEA employees shall receive a one percent (1%) salary increase.

Effective July 1, 2020, PCEA employees shall receive a one percent (1%) salary increase.

PCEA shall have the right to re-open negotiations on this item if Porterville City Firefighters Association (PCFA) or Fire Officers Series (FOS) receive an on-schedule salary increase exceeding that given to PCEA during the term of this Memorandum of Understanding.

III. OFF-SCHEDULE PAYMENT

Effective December 1, 2019, PCEA employees shall receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary.

Effective December 1, 2020, PCEA employees shall receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary.

IV. CERTIFICATE PAY

Effective July 16, 2019, PCEA employees that possess and maintain the following certifications shall receive the certificate pay identified below, calculated as a percentage of the employee's base salary. This item is intended to compensate employees for the extra training, education and work associated with said certificate/designation and is only compensable if a determination is made by the applicable department head in concurrence with HR that the certificate is beneficial to the City in its operations.

2% Notary Pay
Compensation to PCEA employees who obtain and maintain a notary public certificate from the State of California.

2% Passport Acceptance Facility Agent Pay
Compensation to PCEA employees who obtain and maintain certificate through the U.S. State Department.

2% Land Surveyor in Training Pay
Compensation to PCEA employees who obtain and maintain the LSIT (Land Surveyor in Training) Certificate.

V. EDUCATION PAY

Effective July 16, 2019, PCEA employees that possess or earn the following degree shall be eligible to receive education pay identified below, calculated as a percentage of the employee's base salary. This item is intended to compensate employees for degrees which enhance the employees' ability to perform their jobs and is only compensable if a determination is made by the applicable department head in concurrence with HR that the degree is beneficial to the City in its operations.

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

VI. MUTUAL BENEFIT TRAINING/TUITION REIMBURSEMENT

Effective July 16, 2019, eligibility requirements for tuition reimbursement shall be amended to include the requirement that PCEA employees must complete a minimum of five (5) years of employment with the City of Porterville ("vesting period") before being eligible to apply for tuition reimbursement. The vesting period must conclude prior to the start of any eligible classes.

VII. 2021/2022 NEGOTIATIONS

Labor negotiations for the 2021/2022 Fiscal Year shall begin no later than March 1, 2021.

VIII. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

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

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

PASSED, APPROVED AND ADOPTED this ____ day of July, 2019.

_____
Martha A. Flores, Mayor

ATTEST:

John Lollis, City Clerk

By: _____
Fernando Gabriel-Moraga
Acting Deputy City Clerk

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Approval of Use of D Street Public Parking Lot for Free Community Eye Care Clinic - Monday, August 26, 2019

SOURCE: City Manager's Office

COMMENT: State Senator Melissa Hurtado is collaborating with Vision Service Plan (VSP) to bring its "Eyes of Hope" mobile free eye care clinic to Porterville on Monday, August 26, 2019. With the recent opening of the new Family Healthcare Network (FHCN) clinic in Downtown Porterville (which will soon include optometry services), it has been proposed to partner the free community clinic at the FHCN facility, locating the mobile clinic in the D Street public parking lot immediately west of the FHCN facility. FHCN will allow the Senator and her staff, VSP staff, assisting local doctors, and the participating public use of their facility restrooms and patient lobby for waiting. It is anticipated that with the onsite vision testing and glass-fitting services, the parking lot would need to be used exclusively for the community clinic from 7:30 AM to 4:30 PM and closed to public parking.

RECOMMENDATION: That the City Council approve the use of the D Street public parking lot immediately west of the Family Healthcare Network Downtown clinic for the free community eye care clinic.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

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 July 2, 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 is 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. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work has begun on the project.

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

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

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

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

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

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and

B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and

C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and

D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of $1; and

E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and

F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and

G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and

H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:

   A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.

   B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.

   C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.

   D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of $1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.

   E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

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

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

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

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

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

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

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

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

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

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.

9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

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

COUNTY OF TULARE

BY _____
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 _____
Deputy Clerk

Approved as to Form
County Counsel

By _____ for LMT
Deputy
20151902

CITY OF PORTERVILLE

BY _____
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY _____
John Lollis, City Manager

Approved as to Form

BY _____
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

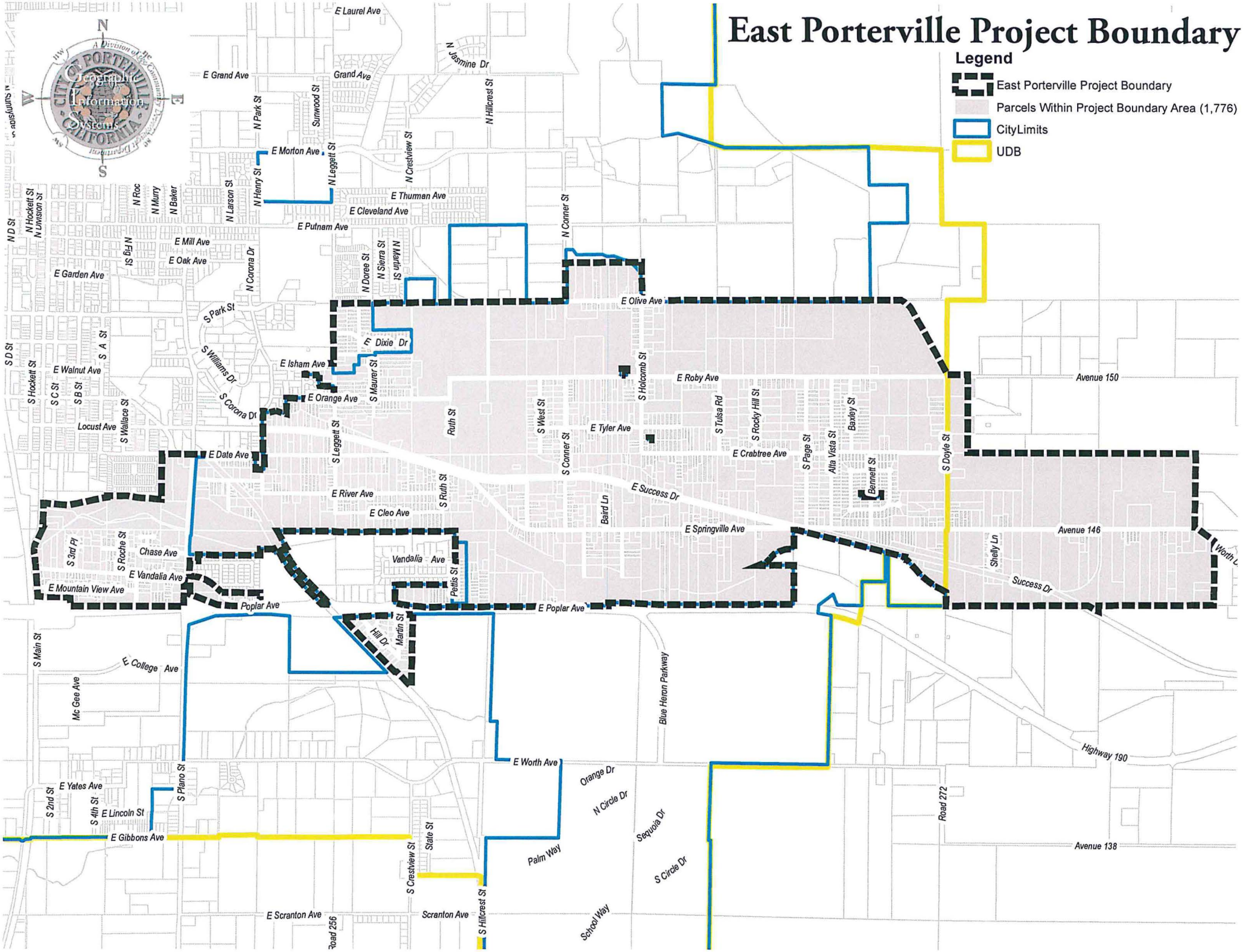

EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

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

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

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

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

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

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk

Luisa M. Zavala

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

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

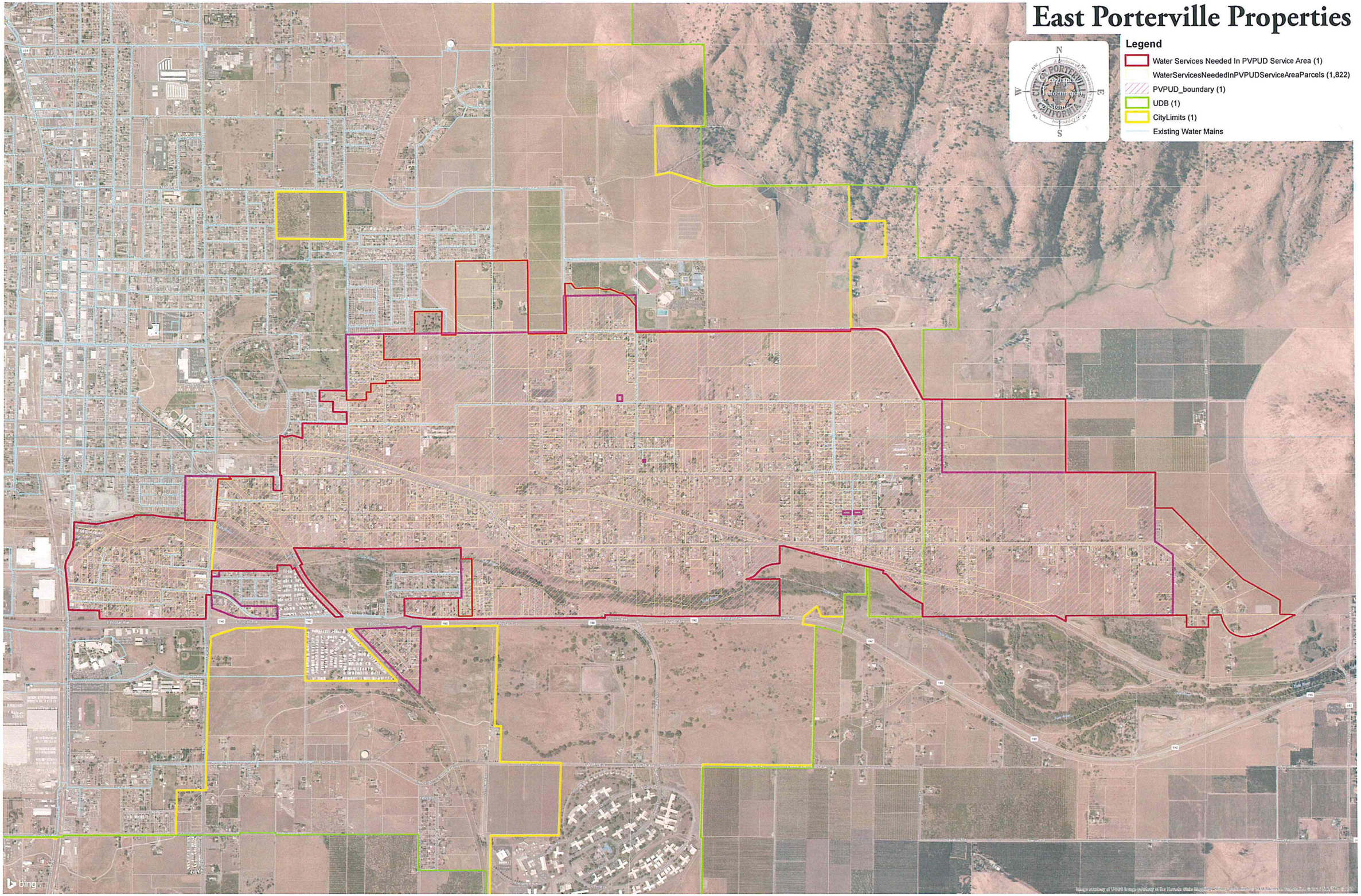

Exhibit B

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

Luisa Zavala

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'

OLIVE AVENUE
176±
302±
245±
TULE RIVER
N
SCALE: 1" =50'

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.1to 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

County of Tulare

City of Porterville

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

RECEIVED
DEC 04
CITY OF PORTERVILLE
CITY MANAGER

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

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

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY

EDMUND G. BROWN JR., *Governor*

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

RECEIVED
JAN 22 2018
City of Porterville
Public Works Dept

January 18, 2018

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

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

Dear Mr. Reed:

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

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

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

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

Sincerely,

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

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

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

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

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

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

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

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

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

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

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

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

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

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.

2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.

3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:

    - Hosing off sidewalks, driveways and other hardscapes;
    - Washing automobiles with hoses not equipped with a shut-off nozzle;
    - Using non-recirculated water in a fountain or other decorative water feature;
    - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
    - Irrigating ornamental turf on public street medians.

5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.

7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.

8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.

9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.

10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

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

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.

12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.

13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

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

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.

15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.

16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

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

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

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

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Consideration of an Annexation and Parcel Map at Conner Street and Olive Avenue

SOURCE: Community Development

BACKGROUND: In February 2017, City staff received a Consultation Notice from Tulare County for a proposed residential parcel map at the intersection of Conner Street and Olive Avenue in East Porterville. At that time, staff advised that the design of the parcel map could not be supported due to its inconsistency with City plans and specifications. In August 2017, the County reached out again to request consideration of a modified parcel map, at which time staff clarified that due to the connection of water to the property during the East Porterville Emergency Water Project, no expansion of modification could be permitted without approval of the City Council. Further, Extraterritorial Service Agreements are intended for existing, not new, development. For this and other reasons, City staff worked with the applicant to instead process the parcel map within the city, in association with an annexation. In August 2018, the applicant submitted application for the parcel map and annexation for evaluation, and in February 2019, the applicant submitted revised annexation maps and legal description for Council's consideration.

COMMENT: The applicant's parcel is approximately 2.07± acres in size, and is within a qualifying island pursuant to Govt Code 56375.3. The island is 22.18± acres in size, and is bounded by current city limits on three sides: RM-3 (High Density Residential) zoned land to the west, Pioneer Ditch and RS-1 (Low Density Residential) zoned land to the north, and PS (Public and Semi-public) land to the east - which is developed as Granite Hills High School. Olive Avenue establishes the southerly boundary of the island, with additional low density residential development (the community of East Porterville) further south.

ANALYSIS: The annexation area includes fourteen (14) assessed parcels, two (2) of which belong to the applicant; one is a larger, 2+ acre parcel, and the other is a parcel established in association with a domestic well that was abandoned in August of 2018. There are eleven (11) residences within the subject area, seven (7) of which are connected to City water, and one (1) of which is on the parcel owned by the applicant. The applicant has proposed a parcel map which would split the subject parcels into three (3) residential parcels. The property owner connected to City water through the East

Porterville Emergency Water Project, and has maintained an account for water since 2018. Upon development, the two (2) new parcels would also connect to the City's water system.

The total area of the city of Porterville is approximately 11,315 acres (17.68± square miles). Annexation of this area would increase the size of the city limits to approximately 11,337 acres (17.71± square miles).

Should the Council approve the proposed annexation, staff will submit application to the Tulare County Local Agency Formation Commission (LAFCo) for consideration. Assuming such approval is granted by LAFCo, staff would then complete the process of the parcel map. It is important to note that the attached parcel map is a draft form, and still subject to review for consistency with City standards, but the general parcel configuration would be processed as shown.

ENVIRONMENTAL REVIEW: The annexation of this area is exempt from environmental review pursuant to Sections 15303(a) and 15319(a) of the Public Resources Code, also known as the California Environmental Quality Act (CEQA) guidelines. The subject area is already developed, only three (3) new parcels would be created, and the water main needed to serve the parcels is pre-existing. No further environmental review is required.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution requesting that the Local Agency Formation Commission take proceedings for Annexation 482; and
2. Direct Staff to process the parcel map pursuant to procedures identified in Section 600.05 of Chapter 21 of the Porterville Municipal Code, for Parcel Map Committee, at such time as the City of Porterville has jurisdiction to take such action.

ATTACHMENTS:

1. Draft Resolution
2. Annexation Map
3. Annexation Legal Description
4. Draft Tentative Parcel Map

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Resolution No. _____-2019

A RESOLUTION OF APPLICATION BY THE CITY OF PORTERVILLE REQUESTING THAT THE LOCAL AGENCY FORMATION COMMISSION TAKE PROCEEDINGS FOR ANNEXATION 482

WHEREAS, the City of Porterville desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for Annexation 482; and

WHEREAS, the territory proposed to be annexed to the city totals approximately 22.18 acres, is substantially developed, surrounded, and is inhabited, and a description of the external boundary of the territory is set forth in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, this proposal is consistent with the Sphere of Influence for the affected city; and

WHEREAS, notice of this proposal was published in a newspaper of general circulation, *The Porterville Recorder*, and individually mailed to all property owners within and within a 300-foot radius surrounding the subject areas on July 5, 2019, which is ten days in advance of the scheduled public hearing; and

WHEREAS, this proposal is made pursuant to Sections 56654 and 56375.3 of the California Government Code, inasmuch as

1. the subject territory does not exceed 150 acres in area
2. the territory constitutes an individual unincorporated island
3. the territory is substantially surrounded by the City of Porterville
4. the territory is substantially developed or developing
5. the territory is not prime agricultural land as defined by Section 56064
6. the territory will benefit from the change of organization and some properties within the territory already receive benefits in the form of utilities and services from the City of Porterville; and

WHEREAS, the reasons for this proposal are as follows:

1. To create a more definitive and organized city boundary. In the recently approved Municipal Services Review (Tulare LAFCo, October 1, 2014), LAFCo recommended that the City continue to pursue the annexation of the remaining County islands, as administratively feasible, to establish a more definitive and organized city limit boundary.
2. To efficiently provide government services in a manner consistent with the City's Annexation and Municipal Services Objectives, Policies, and Procedures (Resolutions 74-2014 and 75-2014). In light of the City's and LAFCo's policies, any property within an island is required to annex prior to provision of water. Staff is noting an increased number of residents asking about how to initiate the process

because they want to connect to City water, and a number of properties within the subject area are already connected to City water.

3. To ensure the provision of services and facilities needed to accommodate planned population densities in the project area. By annexing previously developed county islands, the City of Porterville will have a more proactive role in monitoring changes to urbanized land use in these areas and will be able to anticipate and coordinate development as areas experience infill development or modification to land uses.

WHEREAS, the conditions of the proposed annexation are limited to compliance with the Porterville Municipal Code and Porterville General Plan.

NOW, THEREFORE, BE IT RESOLVED, this Resolution of Application is hereby adopted and approved by the City Council of the City of Porterville. The Local Agency Formation Commission of Tulare County is hereby requested to take proceedings for the territory as described in Exhibit A, according to the terms and conditions stated above, and in the manner provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2019.

_____
Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

BY _____

Patrice Hildreth, Chief Deputy City Clerk

TENTATIVE PARCEL MAP

BEING A DIVISION OF A PORTION OF LOT 14 OF MONACHE TRACT, RM 8–39, LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 30, T.21S., R.28E., M.D.B.&M., IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

For:

STEVE PENN
20712 ROAD 248
LINDSAY, CALIFORNIA 93247
(559) 284–5940

James Winton and Associates
a QK Company
150 WEST MORTON AVENUE
PORTERVILLE, CA 93257
TEL: (559) 781–2700
WWW.QKINC.COM
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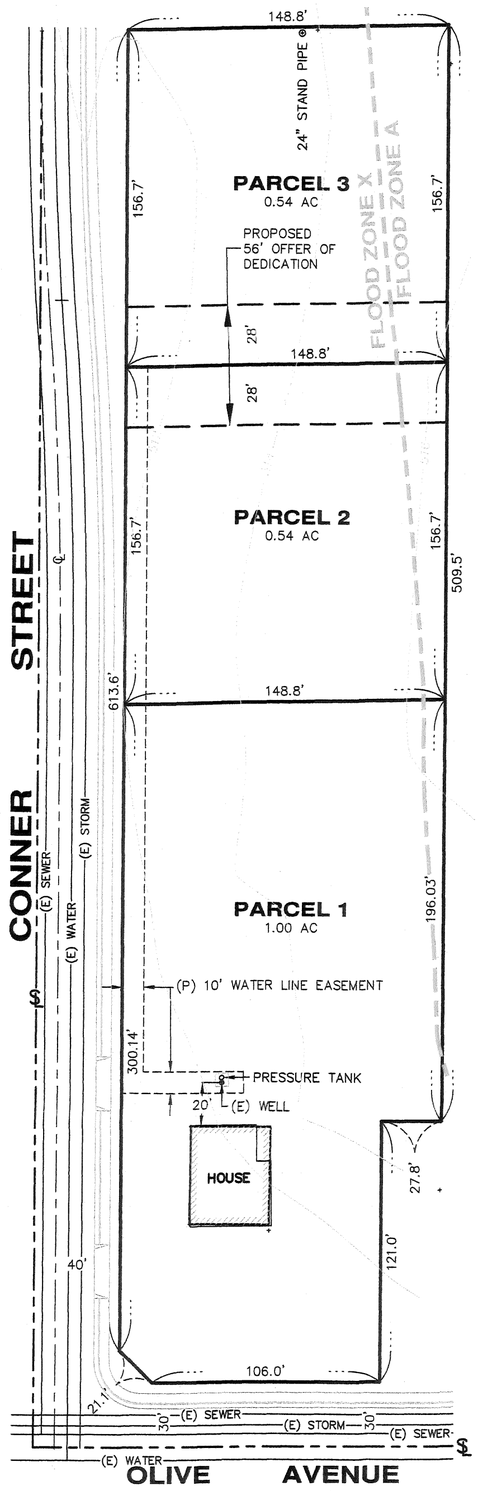
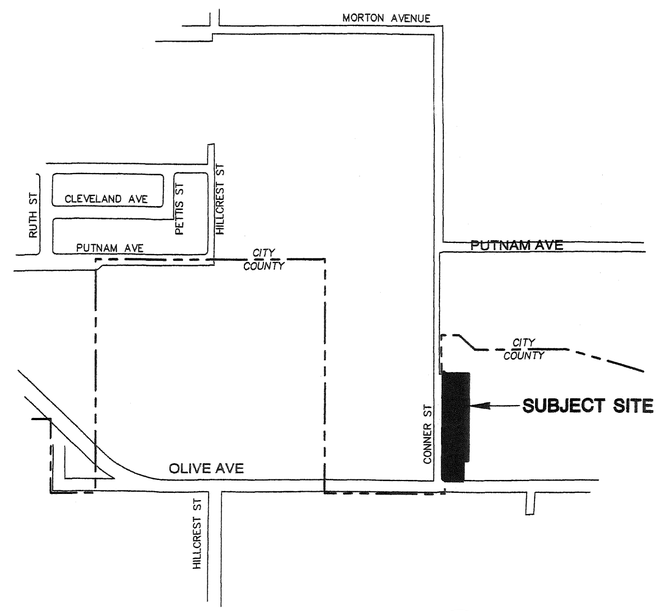
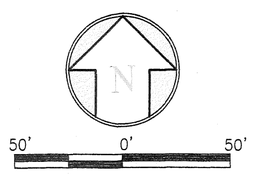




LOCATION MAP
NOT TO SCALE



SCALE: 1"= 50'
CONTOUR INTERVAL= 2'

LEGEND

———	*PARCEL BOUNDARY*
~~	*EXISTING CONTOUR*
(E)	*EXISTING*
(P)	*PROPOSED*
℄	*CENTERLINE*
⅊	*SECTIONLINE*

NOTES

1. *DATE: NOVEMBER 14, 2016 / REVISED AUGUST 15, 2018*
2. *APN: 254–050–024 & 062*
3. *EXISTING USE: RESIDENTIAL / VACANT*
4. *PROPOSED USE: RESIDENTIAL*
5. *DOMESTIC WATER: INDIVIDUAL WELL*
6. *SEWAGE DISPOSAL: PARCEL 1 – PORTER VISTA PUD,*
   PARCEL 2 & 3 – PORTER VISTA PUD / CITY OF PORTERVILE
7. *INUNDATION OR OVERFLOW: FIRM ZONE X & A PER FIRM PANEL 065066*
8. *WILLIAMSON ACT CONTRACT: NONE*
9. *PRELIM. GEOLOGICAL–HYDROLOGICAL REPORT: WAIVER REQUESTED*
10. *PROPOSED IMPROVEMENTS, PUBLIC UTILITIES, & TIME OF COMPLETION: NONE*

OWNER'S STATEMENT

WE HEREBY APPLY FOR APPROVAL OF THE DIVISION OF REAL PROPERTY SHOWN ON THIS PLAT AND STATE THAT WE ARE THE LEGAL OWNERS THEREOF AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

STEVE PENN

ARNOLD DILLARD *CAROL DILLARD*

JWA 3393

ONE SHEET ONLY

ANNEXATION DESCRIPTION
CITY OF PORTERVILLE
ANNEXATION NO. _____

Being a parcel of land in the Southeast quarter of Sections 30 and 31, Township 21 South, Range 28 East, M.D.B.&M. in the unincorporated area of Tulare County in the State of California. Also, being a portion of Lots 14 through 16, Monache Tract recorded in Volume 8 of Maps, Page 39 in Tulare County Records.

Beginning at a point on the South right-of-way of Olive Avenue, 30 feet South of the Southeast corner of said Section 30, said point being the TRUE POINT OF BEGINNING;

Thence North 00°00'00" East, along the East line of said Section, also being the East line of said Lot 15, 492.00 feet to the South line of a parcel of land conveyed by Deed recorded August 17, 1983, as Instrument 38901, in Volume 4099, Pages 308 and 309 of Official Records and per a Record of Survey recorded in Book 21 of Licensed Surveys, Page 2 in Tulare County Records;

Thence leaving said East line, North 44°10'23" West, along the South line of said Instrument and said Record of Survey, 70.00 feet;

Thence North 39°59'23" West, along the South line of said Instrument and said Record of Survey, 102.70 feet;

Thence North 51°31'23" West, along the South line of said Instrument and said Record of Survey, 158.00 feet;

Thence North 86°19'23" West, along the South line of said Instrument and said Record of Survey, 53.10 feet;

Thence North 68°43'23" West, along the South line of said Instrument and said Record of Survey, 193.40 feet

Thence South 81°21'37" West, along the South line of said Instrument and said Record of Survey, 78.90 feet;

Thence North 83°13'23" West, along the South line of said Instrument and said Record of Survey, 48.40 feet;

Thence North 67°37'23" West, along the South line of said Instrument and said Record of Survey, 74.40 feet more or less, to the East line of Lot 13 of said Tract;

Thence, South 00°00'00" East, along said East line of said Lot 13 of said tract, 7.76 feet to the South line of lands conveyed by Deed recorded October 30, 1987, as Instrument 64022, in Volume 4633, Page 764 of Official Records in the office Tulare County Recorder;

Thence North 90°00'00" West, along the South line of said Instrument, 448.77 feet;

Thence North 34°41'07" West, along the South line of said Instrument, 117.35 feet to the Southeast corner of lands conveyed of Deed recorded September 15, 1978 as Instrument 54326, in Volume 3572, Pages 662 and 663 of Official Records in the office of the Tulare County Recorder;

Thence North 90°00'00" West, along the South line of said Instrument, 119.45 feet to the East right-of-way of Conner Street;

Thence South 00°00'00" East, along said East right-of-way, 224.14 feet to the South line of said Lot 13 and to the North right-of-way of Conner Street;

Thence North 90°00'00" East, along said South line and said North right-of-way, 15.00 feet to the East right-of-way of Conner Street;

Thence South 00°00'00" East, along said East right-of-way, 675.00 feet to the South right-of-way of said Olive Avenue;

Thence North 90°00'00" East, along said South right-of-way, 1,280.00 feet to the TRUE POINT OF BEGINNING.

Containing 22.18 acres, more or less.

PROFESSIONAL LAND SURVEYOR
JOEL RICHARD JOYNER
P.L.S. 8318
STATE OF CALIFORNIA

2/27/19

AREA OF ANNEXATION NO. _____

CITY OF PORTERVILLE
A PORTION OF THE SOUTHEAST QUARTER OF SECTION SECTION 30, TOWNSHIP 21 SOUTH,
RANGE 28 EAST M.D.B.&M. IN THE UNINCORPORATED AREA OF TULARE COUNTY, STATE OF CALIFORNIA.
AREA: 22.18 ACRES

N

0' 300'

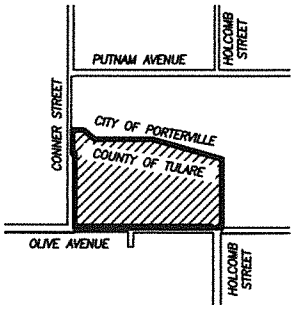
SCALE: 1"= 300'

PROPERTY LINES

EXISTING CITY LIMITS

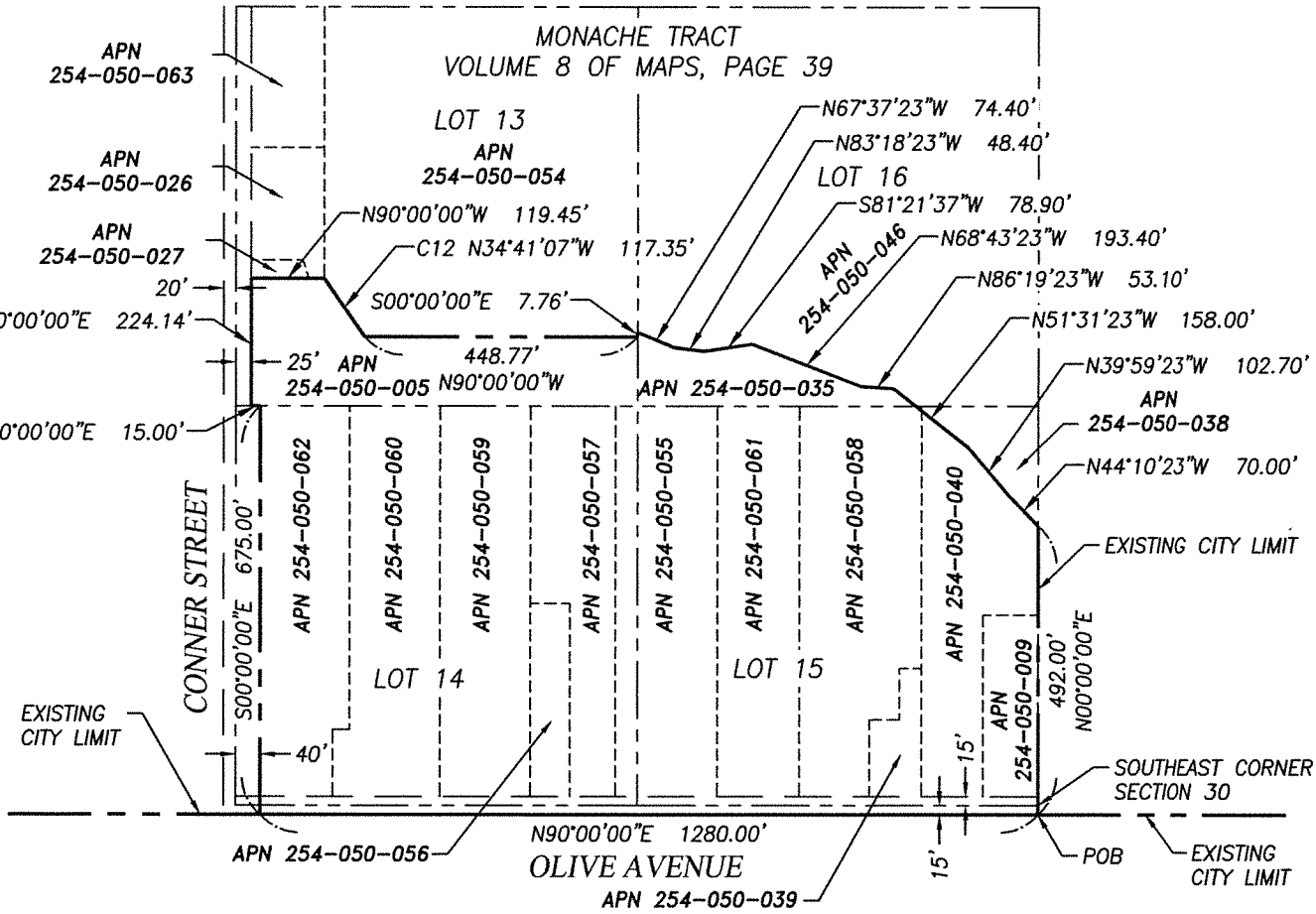
PROPOSED CITY LIMITS

RIGHT-OF-WAY



LOCATION MAP
NOT TO SCALE

PROFESSIONAL LAND SURVEYOR
JOEL RICHARD JOYNER
P.L.S. 8318
STATE OF CALIFORNIA
2/27/19



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PROJECT NO.:	180149
DRAWN BY:	TC
QA/QC BY:	JRJ
SCALE:	AS SHOWN
SHEET NO.:	1 OF 1

SECTION 30, T.21S., R.28E.
CITY OF PORTERVILLE, CA

150 WEST MORTON AVENUE
PORTERVILLE, CA 93257
TEL: (559) 781-2700
WWW.QKINC.COM

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ANNEXATION DESCRIPTION
CITY OF PORTERVILLE
ANNEXATION NO. _____

Being a parcel of land in the Southeast quarter of Sections 30 and 31, Township 21 South, Range 28 East, M.D.B.&M. in the unincorporated area of Tulare County in the State of California. Also, being a portion of Lots 14 through 16, Monache Tract recorded in Volume 8 of Maps, Page 39 in Tulare County Records.

Beginning at a point on the South right-of-way of Olive Avenue, 30 feet South of the Southeast corner of said Section 30, said point being the TRUE POINT OF BEGINNING;

Thence North 00°00'00" East, along the East line of said Section, also being the East line of said Lot 15, 492.00 feet to the South line of a parcel of land conveyed by Deed recorded August 17, 1983, as Instrument 38901, in Volume 4099, Pages 308 and 309 of Official Records and per a Record of Survey recorded in Book 21 of Licensed Surveys, Page 2 in Tulare County Records;

Thence leaving said East line, North 44°10'23" West, along the South line of said Instrument and said Record of Survey, 70.00 feet;

Thence North 39°59'23" West, along the South line of said Instrument and said Record of Survey, 102.70 feet;

Thence North 51°31'23" West, along the South line of said Instrument and said Record of Survey, 158.00 feet;

Thence North 86°19'23" West, along the South line of said Instrument and said Record of Survey, 53.10 feet;

Thence North 68°43'23" West, along the South line of said Instrument and said Record of Survey, 193.40 feet

Thence South 81°21'37" West, along the South line of said Instrument and said Record of Survey, 78.90 feet;

Thence North 83°13'23" West, along the South line of said Instrument and said Record of Survey, 48.40 feet;

Thence North 67°37'23" West, along the South line of said Instrument and said Record of Survey, 74.40 feet more or less, to the East line of Lot 13 of said Tract;

Thence, South 00°00'00" East, along said East line of said Lot 13 of said tract, 7.76 feet to the South line of lands conveyed by Deed recorded October 30, 1987, as Instrument 64022, in Volume 4633, Page 764 of Official Records in the office Tulare County Recorder;

Thence North 90°00'00" West, along the South line of said Instrument, 448.77 feet;

Thence North 34°41'07" West, along the South line of said Instrument, 117.35 feet to the Southeast corner of lands conveyed of Deed recorded September 15, 1978 as Instrument 54326, in Volume 3572, Pages 662 and 663 of Official Records in the office of the Tulare County Recorder;

Thence North 90°00'00" West, along the South line of said Instrument, 119.45 feet to the East right-of-way of Conner Street;

Thence South 00°00'00" East, along said East right-of-way, 224.14 feet to the South line of said Lot 13 and to the North right-of-way of Conner Street;

Thence North 90°00'00" East, along said South line and said North right-of-way, 15.00 feet to the East right-of-way of Conner Street;

Thence South 00°00'00" East, along said East right-of-way, 675.00 feet to the South right-of-way of said Olive Avenue;

Thence North 90°00'00" East, along said South right-of-way, 1,280.00 feet to the TRUE POINT OF BEGINNING.

Containing 22.18 acres, more or less.

PROFESSIONAL LAND SURVEYOR
JOEL RICHARD JOYNER
P.L.S. 8318
STATE OF CALIFORNIA

2/27/19

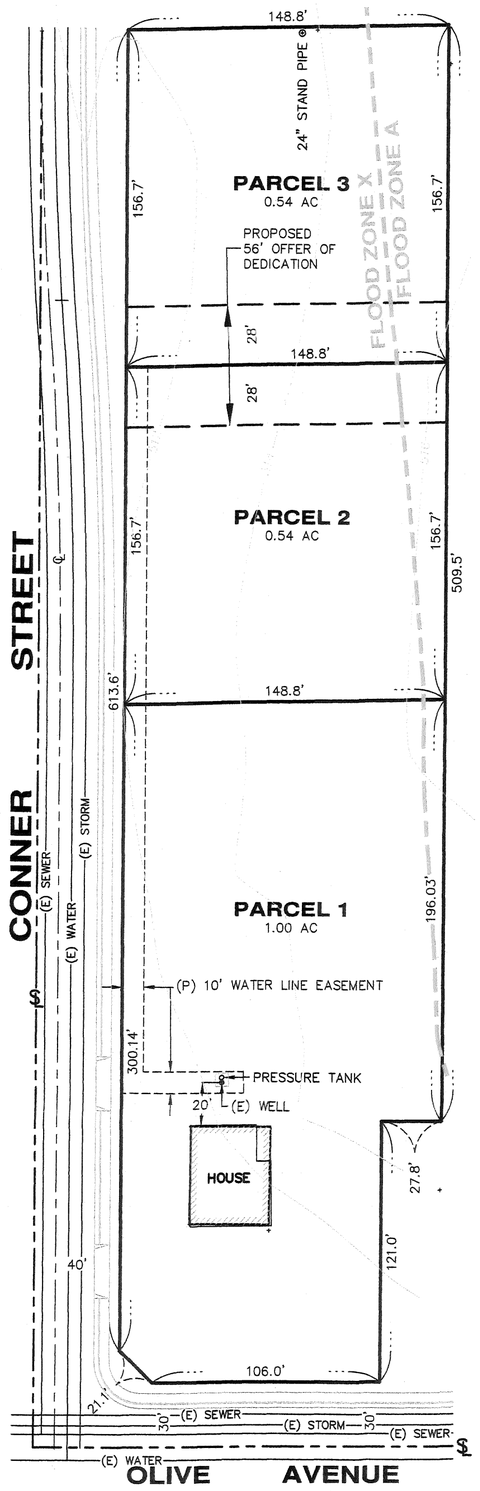
TENTATIVE PARCEL MAP

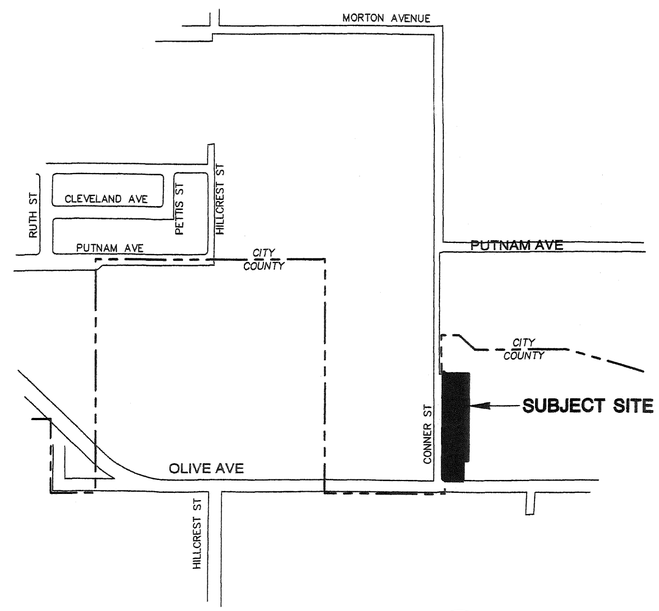
BEING A DIVISION OF A PORTION OF LOT 14 OF MONACHE TRACT, RM 8–39, LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 30, T.21S., R.28E., M.D.B.&M., IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

For:

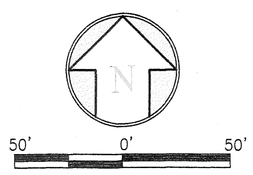
STEVE PENN
20712 ROAD 248
LINDSAY, CALIFORNIA 93247
(559) 284–5940

James Winton and Associates
a QK Company
150 WEST MORTON AVENUE
PORTERVILLE, CA 93257
TEL: (559) 781–2700
WWW.QKINC.COM
© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.





LOCATION MAP
NOT TO SCALE



SCALE: 1"= 50'
CONTOUR INTERVAL= 2'

LEGEND

———	*PARCEL BOUNDARY*
~~	*EXISTING CONTOUR*
(E)	*EXISTING*
(P)	*PROPOSED*
℄	*CENTERLINE*
⅊	*SECTIONLINE*

NOTES

1. *DATE: NOVEMBER 14, 2016 / REVISED AUGUST 15, 2018*
2. *APN: 254–050–024 & 062*
3. *EXISTING USE: RESIDENTIAL / VACANT*
4. *PROPOSED USE: RESIDENTIAL*
5. *DOMESTIC WATER: INDIVIDUAL WELL*
6. *SEWAGE DISPOSAL: PARCEL 1 – PORTER VISTA PUD,*
   PARCEL 2 & 3 – PORTER VISTA PUD / CITY OF PORTERVILE
7. *INUNDATION OR OVERFLOW: FIRM ZONE X & A PER FIRM PANEL 065066*
8. *WILLIAMSON ACT CONTRACT: NONE*
9. *PRELIM. GEOLOGICAL–HYDROLOGICAL REPORT: WAIVER REQUESTED*
10. *PROPOSED IMPROVEMENTS, PUBLIC UTILITIES, & TIME OF COMPLETION: NONE*

OWNER'S STATEMENT

WE HEREBY APPLY FOR APPROVAL OF THE DIVISION OF REAL PROPERTY SHOWN ON THIS PLAT AND STATE THAT WE ARE THE LEGAL OWNERS THEREOF AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

STEVE PENN

ARNOLD DILLARD *CAROL DILLARD*

JWA 3393

ONE SHEET ONLY

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Consideration of a Conditional Use Permit to Allow the Sale of Alcohol Under a Type 20 Off-Sale License for a Convenience Store

SOURCE: Community Development

BACKGROUND: At its meeting of June 19, 2019, the Project Review Committee evaluated the re-establishment of a convenience store at 315 E. Locust Avenue. The applicant is requesting approval of a Conditional Use Permit (CUP), requesting the ability to sell beer and wine under a Type 20 off-sale license. Section 301.03 of the Porterville Development Ordinance requires approval of a CUP for any use involving the sale of alcoholic beverages.

COMMENT: The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an "undue concentration" of licenses is determined to exist. The subject site is located within Census Tract 41.01; this tract contains 18 licenses for alcohol sales; six (6) on-sale and twelve (12) off-sale. In Census tract 41.01, seven (7) on-sale and nine (9) off-sale are allowed without being deemed over-concentrated. Approval of this off-sale license would be the 13th off-sale license, four (4) above the allowable as determined by ABC. Due to the over-concentration of off-sale licenses, a Letter of Public Convenience or Necessity will be required.

ANALYSIS: The applicant is not proposing any physical changes to the location. The convenience store may be open up to seven (7) days per week, between 8:00 a.m. and 8:00 p.m. Staff has included in the draft Resolution proposed conditions for the facility to operate and be maintained so as not to be detrimental to the public health, safety, or welfare to properties or improvements in the vicinity.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CR (Retail Centers). The CR designation is intended to maintain a full range of retail uses. The proposed convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CR Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

The new owners and operators are unaffiliated with the previous business at this location, which recently closed upon revocation of the license from the California Department of Alcoholic Beverage Control (ABC). Staff spoke

with a representative from ABC to confirm that any previous issues were associated with the prior business owner, not associated with the location, so no issues are anticipated.

ENVIRONMENTAL REVIEW: On July 3, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation (CEQA Guidelines), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

RECOMMENDATION: That the City Council:

1) Adopt the draft Resolution approving Conditional Use Permit (PRC 2019-021-C) subject to conditions of approval; and

2) Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS:

1. Locator Map
2. Floor Plan
3. Existing ABC Licenses
4. Draft Resolution
5. Letter of Public Convenience or Necessity

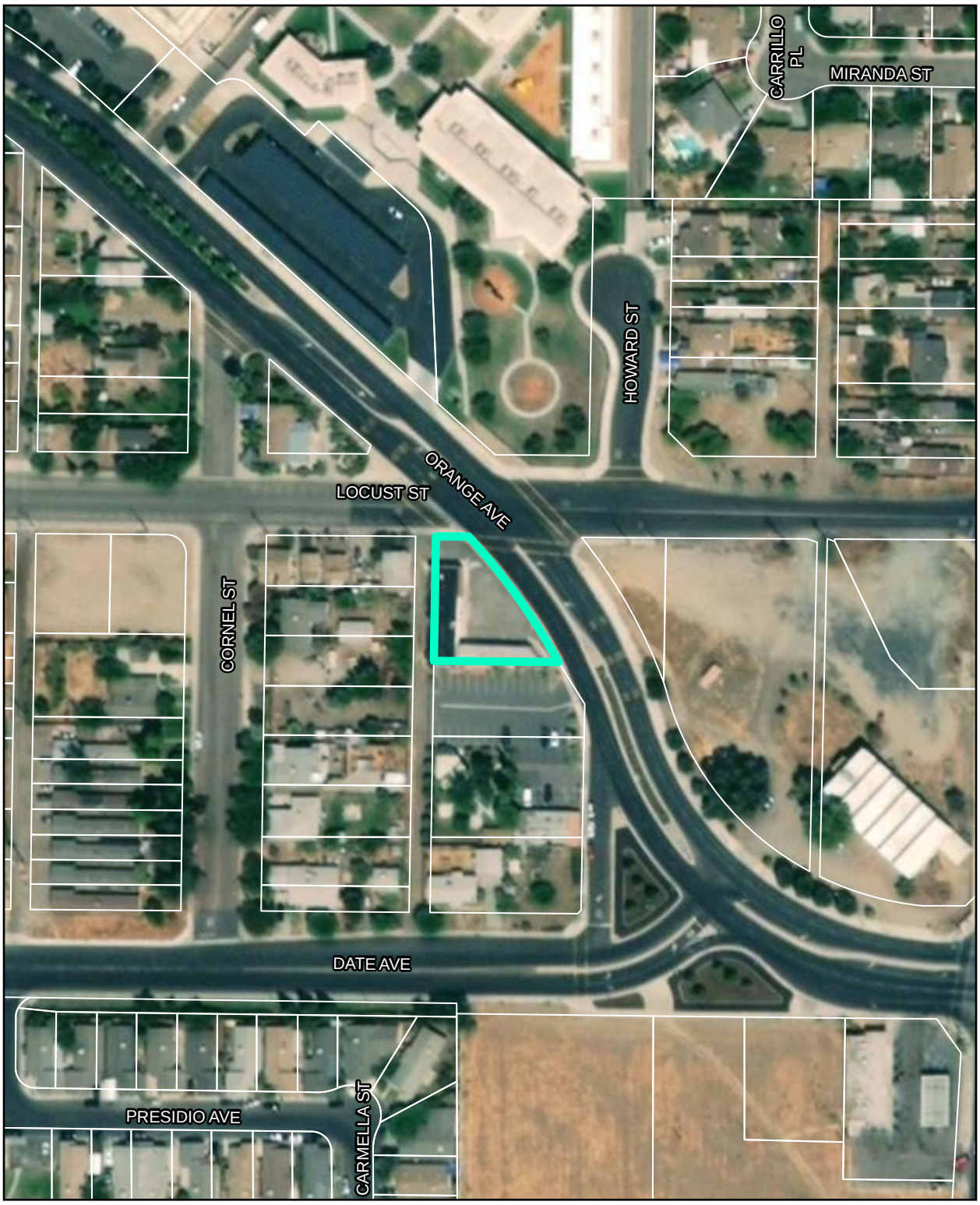
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Locator Map
PRC 2019-021



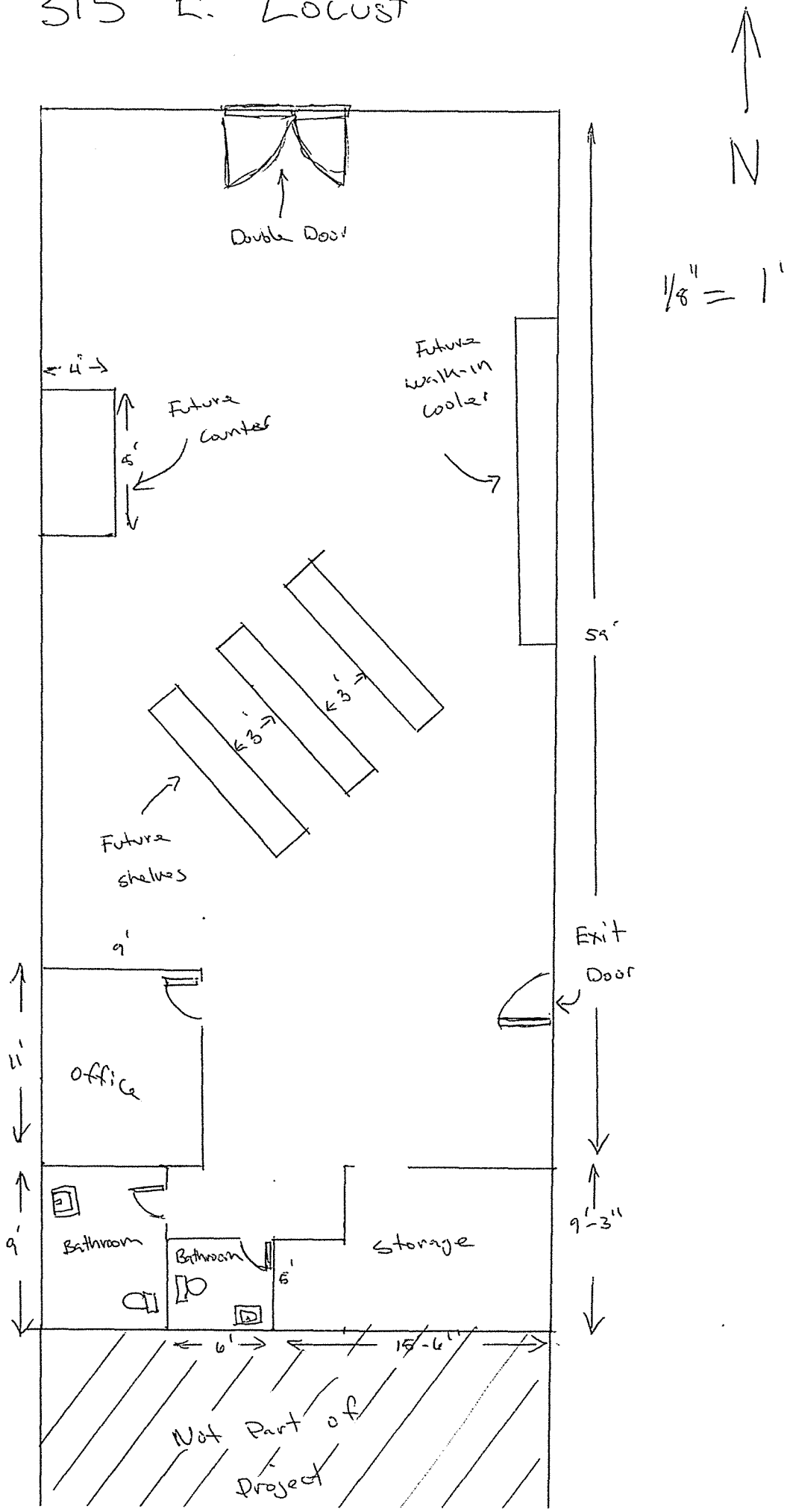
CUP for Convenient Store
@ 315 E Locust Ave

Project Location

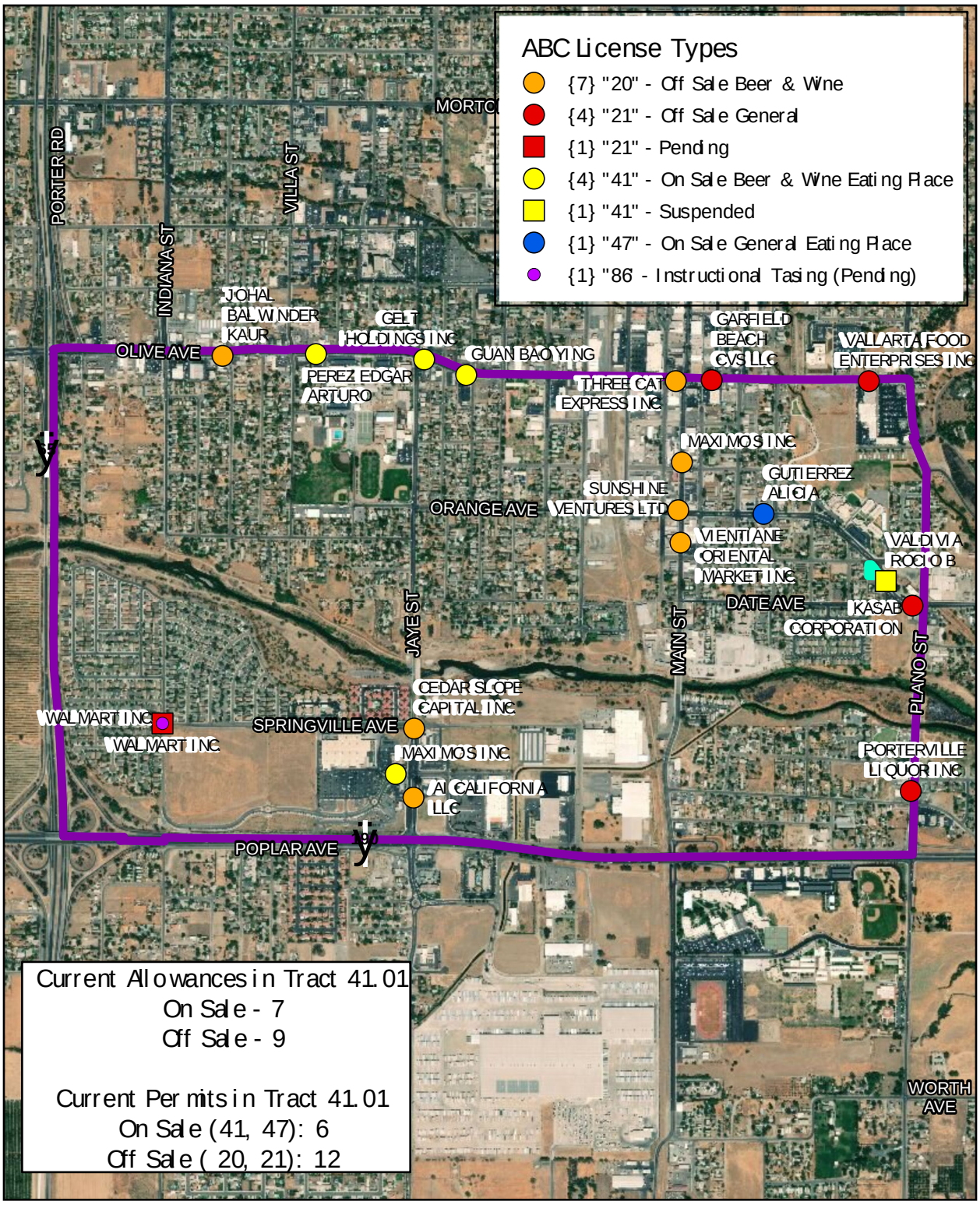
1 in = 150 feet

Date Printed: 6/13/2019 by the Community Development Department

315 E. Locust


N
1/8" = 1'
Double Door
4'
Future counter
5'
Future walk-in cooler
59'
3'
3'
Future shelves
9'
Exit Door
11'
Office
9'
Bathroom
Bathroom
6'
Storage
9'-3"
6'
15'-6"
Not Part of Project

ABC Map
PRC 2019-021



CUP for Convenient Store
@ 315 E Locust Ave

Project Location
Census Tract 41.01

1 in = 1,600 feet

Date Printed: 6/17/2019 by the Community Development Department

RESOLUTION NO. ___-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE PERMIT (PRC 2019-021-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE 20 OFF-SALE (BEER AND WINE) ALCOHOL LICENSE FOR A CONVENIENCE STORE LOCATED AT 315 EAST LOCUST AVENUE

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of July 16, 2019, conducted a public hearing to consider Conditional Use Permit (PRC 2019-021-C) to allow for the sale of alcohol under a Type 20 (Beer and Wine) off-sale alcohol license for a convenience store located at 315 E. Locust Avenue; and

WHEREAS: On July 3, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to the "General Rule" exemption §15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

WHEREAS: The City Council of the City of Porterville authorized the Mayor to sign the Letter of Public Convenience or Necessity due to the over concentration of alcohol licenses within Census Tract 41.01; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

   The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CR (Retail Centers). The CR designation is intended to maintain a full range of retail uses. The proposed convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CR Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

   Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned that all activities associated with the sale of alcohol, in association with the Type 20 off-sale license shall be exclusively confined to the interior of the building. No consumption of alcohol is permitted on premises.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

4. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an "undue concentration" of licenses is determined to exist. The subject site is located within Census Tract 41.01; this tract contains 18 licenses for alcohol sales; six (6) on-sale and twelve (12) off-sale. In Census tract 41.01, seven (7) on-sale and nine (9) off-sale are allowed without being deemed over-concentrated. Approval of this off-sale license would be the 13th off-sale license, four (4) above the allowable as determined by ABC. Due to the over-concentration of off-sale licenses, a Letter of Public Convenience or Necessity will be required

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2019-021-C) subject to the following conditions:

1. No advertising of alcohol products shall be displayed and/or viewed from the outside of the building.
2. Hours of operation are limited to 8:00 am to 8:00 pm, seven days per week.
3. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2019.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

July 17, 2019

California Department of Alcoholic Beverage Control
Fresno District Office
3640 East Ashlan Ave
Fresno, CA 93726
ATTN: Christine Weldon

RE: 315 E. Locust Ave., Porterville, CA

Dear Ms. Weldon:

The City Council of the City of Porterville has elected to approve submittal of this letter regarding the public convenience or necessity to be served through issuance of a Type 20 Off-Sale (beer and wine) for a convenience store located at 315 E. Locust Avenue.

Approval of this letter was based on the following:

1. Per Section 23958.4 of the "Business and Professions Code," the subject site is located within Census Tract 41.01 which allows seven on-sale and nine off-sale license. At the present time twelve off-sale license currently exists in this tract; the approval of the subject license would result in thirteenth off-sale license. Due to the over concentration of on-sale licenses a Letter of Public Convenience or Necessity was required.

2. On July 16, 2019, the City Council conditionally approved Conditional Use Permit (PRC 2019-021-C) to allow the off-sale of beer and wine for a convenience store; a copy of that resolution is attached. As a condition of approval, a Letter of Public Convenience or Necessity was required to be approved by the City Council.

3. In consideration of the above, the City Council determined that public convenience or necessity would be served by the issuance of a Type 20 Off-Sale (beer and wine) alcohol license.

Further issuance of an off-sale license allowing beer and wine sales represents a viable economic asset to the community which will contribute tax revenues to the local economy. The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for Retail Centers. The CR zone designation is intended to maintain a broad range of commercial uses. The requested Conditional Use Permit for a Type 20 Off- Sale General, (beer and wine) alcohol license for a

convenience store would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and promote existing businesses in Porterville.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 20 Off-Sale, (beer and wine) license for a convenience store located at 315 E. Locust Avenue, Porterville, CA.

Sincerely,

Martha A. Flores, Mayor

Attachment: Resolution

SUBJECT: Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: At the City Council meeting of July 2, 2019, staff scheduled an agenda item covering staff's recommended strategies to improve the City's public transit system. Staff presented and proposed a phased approach intended to make Porterville Transit financially compliant with state and federal requirements, easier to understand and use, increased frequency and expansion, and new mobility on demand services. After such review, the Council directed staff to proceed with a Public Hearing to implement the following Phase 1 Transit Service Modifications proposed to be effective August 1, 2019:

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

- Reduced Weekday service (Monday - Friday) from 6:00 a.m. to 11:00 p.m. to 6:00 am to 8:00 p.m., and;

- Reduced Saturday service from 8:00 a.m. to 11:00 p.m. to 8:00 a.m. to 8:00 p.m.

The American with Disabilities Act (ADA) requires public transit agencies that provide fixed route service to provide "complementary paratransit" service to people with disabilities who cannot use the fixed route bus because of a disability. In general, ADA complementary paratransit service must be provided within 3/4-mile of a bus route, at the same hours and days, for no more than twice the regular fixed route fare. Therefore, the proposed transit service modifications will impact all nine (9) fixed routes and the complementary paratransit (Dial-A-Ride) service.

A 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. Currently, fixed route averages fifteen (15) passengers per hour between the hours of 7:00 a.m. to 5:00 p.m. From the hours between 6:00 p.m to 8:00 p.m. fixed route averages ten (10) passengers per hour, and from 8:00 p.m. to 11:00 p.m. the average passenger per hour is less than seven (7).

The standard for paratransit service effectiveness is three (3) passengers per

revenue hour. The current average passenger per revenue hour is 4.2, and reduces to two (2) passengers after 7:00 pm.

The following table represents the current transit service hours for the Cities of Porterville, Visalia, Tulare, and County of Tulare:

Agency	Weekday	Saturday	Sunday
Porterville	6:00 am - 10:40 pm	8:00 am - 10:40 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The following table represents staff's proposed changes to transit service hours:

Agency	Weekday	Saturday	Sunday
Porterville	**6:00 am - 8:00 pm**	**8:00 am - 8:00 pm**	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The draft Regional Transit Coordination Study proposes the following changes to transit service hours:

Agency	Weekday	Saturday	Sunday
Porterville	**6:00 am - 9:00 pm**	**8:00 am - 6:00 pm**	8:00 am - 6:00 pm
Visalia	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Tulare	6:15 am - 8:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

Staff estimates that the service reduction, for both fixed route and paratransit, will reduce approximately 8,450 annual service hours and reduce operating expenses by $219,000.

As a requirement of Section 5307 Federal guidelines, the City is required to have a process for soliciting and considering public comment prior to increasing fares or implementing major service reductions. In addition to publishing the Public Notice as prescribed by law, staff has also posted notice of the proposed changes at the Transit Center, on all buses, and at every bus stop.

RECOMMENDATION: That the City Council conduct the required Public Hearing, and after consideration of any comments regarding these matters, direct staff to implement Phase 1 modifications to the City's Public Transit System effective August 1, 2019, as follows:
A. Reduced Weekday service (Monday - Friday) from 6:00 am to 11:00 pm to 6:00 am to 8:00 pm; and
B. Reduced Saturday service from 8:00 am to 11:00 pm to 8:00

am to 8:00 pm.

ATTACHMENTS:

1. Staff Report - July 2, 2019
2. Public Notice

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager

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:

Service	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

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 16, 2019

SUBJECT: Designation of Voting Delegates and Alternates for League of California Cities Annual Conference - October 16 - 18, 2019

SOURCE: Administrative Services

COMMENT: The League of California Cities' Annual Conference is scheduled to take place October 16-18, 2019, in Long Beach. In addition to the training programs offered, an important aspect of the League's Conference is the Annual Business Meeting, during which the membership considers and takes action on Resolutions that establish official League policy. This year, the Business Meeting is scheduled for 12:30 p.m. on Friday, October 18, 2019.

In order to vote at this meeting, the City Council must designate a voting delegate. In the event the voting delegate is unable to serve in that capacity, the League's Bylaws also allow for the designation of up to two (2) alternates.

The estimated cost for attendance at the Conference is approximately $1,200 per Council Member. This cost includes conference registration and materials, accommodations, mileage and meals. Funding is currently available in the Council's travel budget.

RECOMMENDATION: That the City Council designate a Council Member to serve as the voting delegate, and up to two (2) Council Members to serve as the alternate voting delegate, at the League of California Cities' Annual Conference scheduled for October 16-18, 2019.

ATTACHMENTS:
1. Voting Procedures
2. Voting Delegate-Alternate Form

Appropriated/Funded: MB

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Consideration of City Representation to the Eastern Tule Groundwater Sustainability Agency

SOURCE: City Manager's Office

COMMENT: As the City Council is aware, the City is a member of the Eastern Tule Groundwater Sustainability Agency (ETGSA), a GSA formed pursuant to the mandates of the Sustainable Groundwater Management Act (SGMA) passed by the legislature and signed into law by the Governor in 2014. The City is currently represented on the ETGSA Board of Directors by Council Member Monte Reyes who serves as Member, and by Public Works Director Mike Reed, who serves as Alternate to the Board and the Member to the Executive Committee.

As the ETGSA continues to work to develop its Groundwater Sustainability Plan (GSP), it is vitally important that the City have representation with subject matter expertise and availability to attend its Board meetings, as well as any special meetings that arise. Given Mr. Reed's retirement date scheduled for July 31, 2019, staff requests that the Council consider appointing the Deputy Public Works Director Michael Knight to serve as the alternate member on the Board, and the Member on the Executive Committee.

RECOMMENDATION: That the City Council appoint Deputy Public Works Director Michael Knight to serve as the City's Alternate Member on the Eastern Tule Groundwater Sustainability Agency (ETGSA), and the City's Member on the ETGSA Executive Committee.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager