



**AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 21, 2020, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

This is the opportunity to address the City Council on any matter scheduled for Closed Session. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: Properties identified on the Tulare County Internet Auction of Tax-Defaulted Property March 3-4, 2020. List is available at the Office of City Clerk, Porterville City Hall, 291 North Main Street, and at <https://tularecounty.ca.gov/treasurertaxcollector/index.cfm/tax-collector/tax-auction/2020-tax-auction/2020-tax-auction-list-of-parcels/>. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Tulare County Auditor-Controller/Treasurer-Tax Collector. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Geico Insurance Co. as Subrogee of Rene Estudillo. Agency claimed against: City of Porterville.
- 3** - 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.
- 4** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

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

Pledge of Allegiance Led by Mayor Flores

Invocation

PRESENTATIONS

Employee of the Month - Araceli Cerda
Chamber of Commerce Quarterly Report
City Website Upgrade - Revize

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.

REPORTS

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

City Commission and Committee Meetings

1. Parks & Leisure Services Commission - January 2, 2020
2. Library & Literacy Commission - January 14, 2020
3. Arts Commission
4. Animal Control Commission - January 13, 2020
5. Youth Commission - January 15, 2020
6. Transactions and Use Tax Oversight Committee (TUTOC)

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 - December 18, 2019 and January 15, 2020.
2. Eastern Tule Groundwater Sustainability Agency - January 10, 2020 and January 17, 2020
3. 2020 Census Complete Count Committee Meeting - January 09, 2020.
4. Tulare County Water Commission - January 13, 2020
5. Council of Cities - January 15, 2020
6. San Joaquin Valley Housing Committee- January 17, 2020.
7. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - December 19, 2019 and January 16, 2020
8. Tulare County Association of Governments (TCAG) - January 20, 2020

Staff Informational Reports

1. Water Conservation Phase IV Status Update
2. Acquisition of 140 S. C Street

CONSENT CALENDAR

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

1. **City Council Minutes of December 17, 2019**
Re: Considering approval of the draft Minutes of December 17, 2019.
2. **Airport Lease Agreement - Skydive Elsinore, LLC**
Re: Considering approval of the Lease Agreement for the operation of professional skydive and parachuting training facilities at the Porterville Municipal Airport, between the City of Porterville and Skydive Elsinore, LLC..
3. **Authorization to Advertise for Bid - Public Safety Building Storage Buildings and Painting of Fire Station 71**
Re: Considering approval of staff's Plans and Project Manual for the project which includes the construction of two (2) separate storage areas for the Public Safety Building and the painting of the exterior of Fire Station 71;
4. **Authorization to Paint Interior of City Hall**
Re: Consideration to authorize the interior painting of a portion of City Hall by The Paint Doctor in the amount of \$5,125.
5. **Approval of Additional Building Permit User Licenses**
Re: Consideration to approve the purchase of six (6) additional licenses for the EnerGov Permitting & Land Management Software in the amount of \$8,986.02; and authorize the purchase of future licenses.
6. **Status Report - Developer Impact Fees**
Re: Consideration to accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2019.
7. **Acceptance of Fiscal Year 2019 State Homeland Security Grant Award**
Re: Consideration to approve a draft Resolution in support and acceptance of FY 2019 State Homeland Security Grant Award in the amount of \$150,484, and authorize the Police Department staff to seek bids for an armored rescue vehicle upon receipt of subaward.
8. **Approval of Fiscal Year 2019/2020 Transportation Agreement with the County of Tulare**
Re: Consideration to enter into an Agreement with the County of Tulare for FY 2019/2020 to provide service to County residents within the service area boundary.
9. **Community Clean Up Events**
Re: Considering approval of "Spring Clean-Up Day" and "Fall Clean-Up Day" to be held on April 25, 2020, and October 17, 2020, respectively.
10. **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

11. **Consideration of the Woodland Tentative Subdivision Map**
Re: Consideration to conduct the Public Hearing; adopt the draft resolution approving the Mitigated Negative Declaration; and adopt the draft resolution approving the Woodland Tentative Subdivision Map.
12. **Zone Change from CG (General and Service Commercial) to RM-2 (Medium Density Residential) for the Evergreen Apartments Project**
Re: Considering approval of draft Ordinance concerning a zone change from CG (General and Service Commercial) to RM-2 (Medium Density Residential) for the Evergreen Apartments Project, generally located at North G Street, east of Sequoia Circle, north of Henderson Avenue.
13. **Consideration of an Amendment to Section 203.02 of Chapter 21 of the Porterville Municipal Code Regarding Towing and Impound Yards**
Re: Consideration to approve the draft Ordinance to amend Section 203.02 of Chapter 21 of the Porterville Municipal Code regarding towing and impound yard.

SCHEDULED MATTERS

14. **Consideration and Presentation of Draft Recycled Water Feasibility Study**
Re: Consideration and comments including a Presentation of Draft Recycled Water Feasibility Study.
15. **Cannabis Dispensary Applicants/Owners Criminal Background Check**
Re: Consideration of criminal background checks of cannabis dispensary applicants/owners for cannabis dispensary permit eligibility.
16. **Consideration of Letter of Support for the Tule River Tribe's Proposed Relocation of Eagle Mountain Casino**
Re: Consideration of Letter of Support for the Tule River Tribe's proposed relocation of Eagle Mountain Casino.
17. **Consideration of an Ordinance Amending Chapter 25, Division 3, Sections 25-19, 25-20 and 25-21 of the Porterville Municipal Code and Approval of a Resolution Adopting a Policy on Discontinuation of Residential Water Service**
Re: Consideration to approve draft Ordinance amending Chapter 25, Division 3, Sections 25-19, 25-20, and 25-21 of the Porterville Municipal Code in compliance with SB 998 concerning water service disruption; and to approve a draft Resolution adopting the new policy on discontinuation of residential water service for nonpayment.
18. **Quarterly Reporting of Council Member Attendance at Appointed Board and Committee Meetings**
Re: Consider quarterly reporting of Council Member attendance at appointed board and committee meetings.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of February 02, 2020

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 – JANUARY 21, 2020

SUBJECT: 1. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of December 1, 2019. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase IV plan, the City reduced outdoor watering to one day per week watering schedule based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. The Phase IV plan limits outdoor watering to one (1) day per week, with "odd" addresses allowed watering on Saturday and "even" addresses allowed watering on Sunday. Outdoor 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 through 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 December 2019 show that a total of 29 Notice of Violations were issued for water wasting, and 17 Administrative Citations were issued.

Water production for December 2019 shows a 3% decrease from the 5-year average. The production for the month of December 2019 was 177 million gallons, which when compared to the production for the month of December 2013 of 194 million gallons, equates to a 15.1% decrease. Residential consumption for December 2019 was 64.31 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 December 2019. Porterville's cumulative total production conservation through December 2019 is 22.40%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through December 2019. Porterville's cumulative total GPCD conservation through December 2019 is 26.9%.

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 December 2019
2. Monthly Production Status GPCD December 2019
3. Drought Response Phase IV Flyer

Appropriated/Funded:

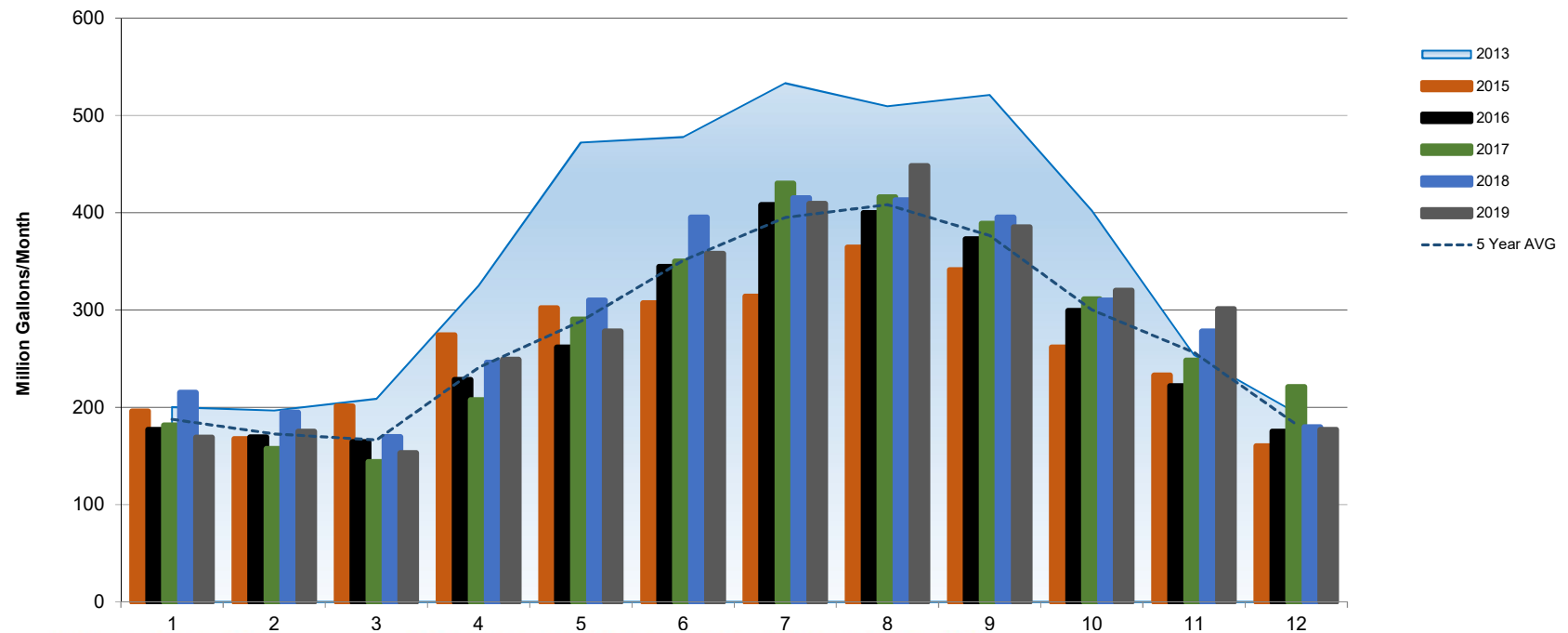
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

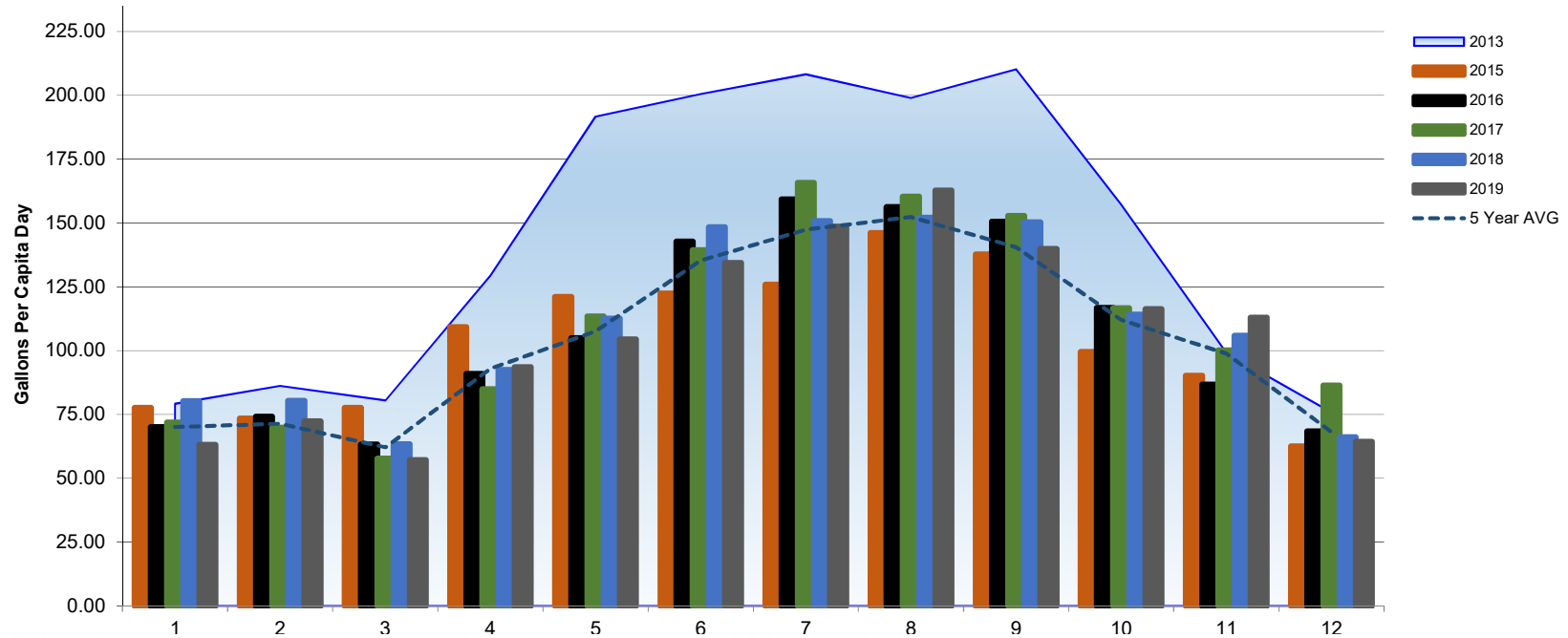


Production Cumulative Total 22.4%

	1	2	3	4	5	6	7	8	9	10	11	12
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%	-23%	-12%	-26%	-20%	19%	-9%

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 26.9%

	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%	-29%	-18%	-33%	-26%	14%	-15%

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: 2. Acquisition of 140 S. C Street

SOURCE: Community Development

COMMENT: At its meeting on February 5, 2019, the City Council authorized staff to negotiate with Porterville Unified School District ("PUSD") to acquire the facility located at 140 S. C Street for the development of a navigation center to serve individuals experiencing homelessness.

At its meeting on November 19, 2019, the City Council approved the purchase of 140 S. C Street in the amount of \$109,200 with a 4-0 vote, with Council Member Peñaloza absent. The transaction included three (3) portable buildings on approximately 1.37 acres. On December 13, 2019, the PUSD Governing Board approved the sale of the property and the Purchase and Sale Agreement.

The property transaction was recorded on December 31, 2019.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Resolution No. 92-2019
2. Purchase and Sale Agreement

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. 92-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM PORTERVILLE UNIFIED SCHOOL DISTRICT**

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee from Porterville Unified School District, for real property, in the City of Porterville, County of Tulare, State of California, to-wit:

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

BE IT FURTHER RESOLVED that the purchase price of \$109,200 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this 19th day of November, 2019.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION

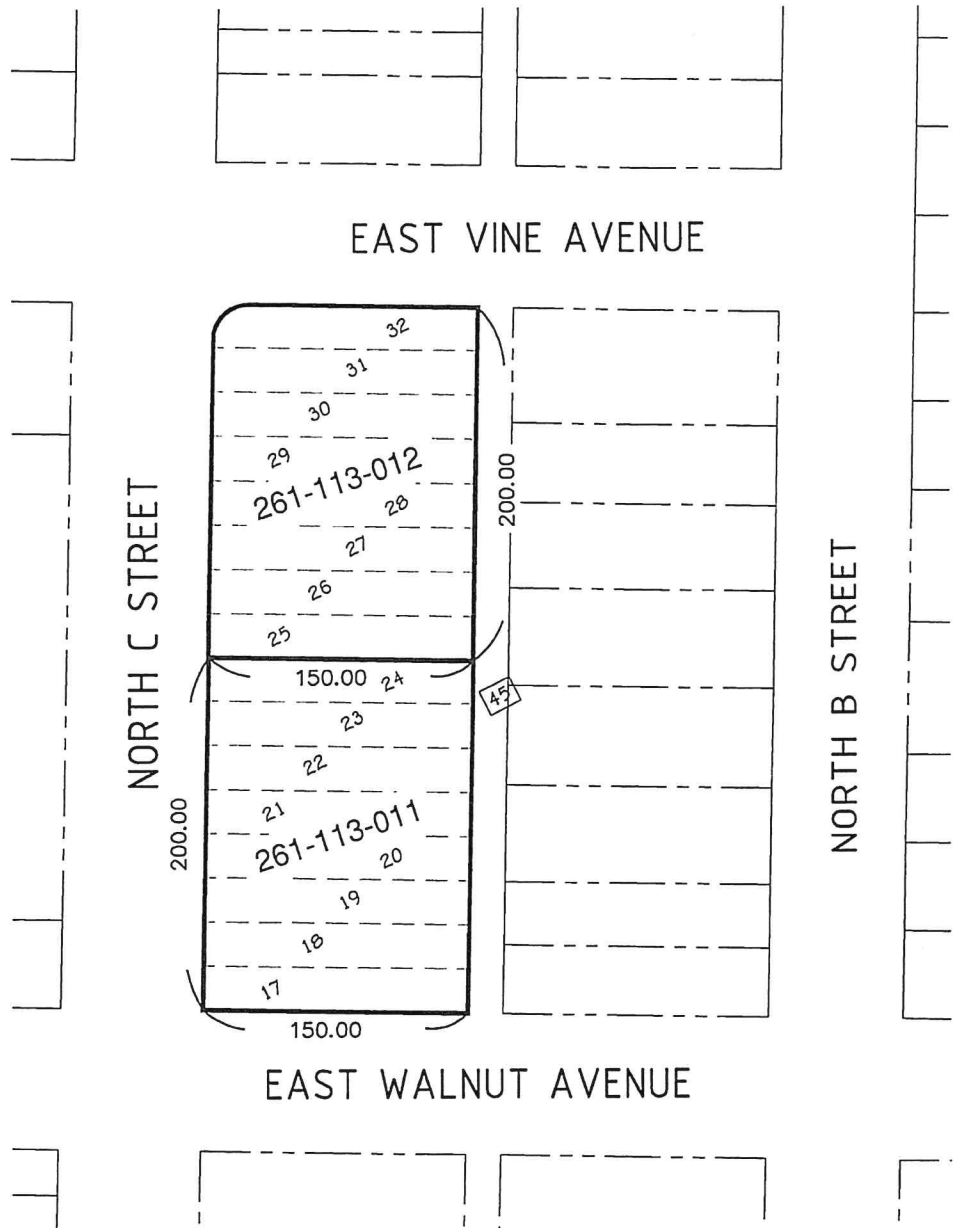
Real property in the City of Porterville, County of Tulare, State of California, described as follows:

LOTS 17 THROUGH 32, IN BLOCK 45, OF THE MAP OF PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 107 OF MAPS AND ALSO RECORDED IN BOOK 3, PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 32 AS CONVEYED TO THE CITY OF PORTERVILLE BY DEED DATED APRIL 6, 1973 AND RECORDED APRIL 26, 1973 IN BOOK 3105, PAGE 418 OF OFFICIAL RECORDS OF TULARE COUNTY IN FILE NO. 18067.

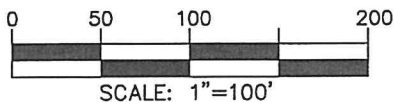
APN: 261-113-011-000 (LOTS 17 THROUGH 24) and 261-113-012-000 (LOTS 25 THROUGH 32)

EXHIBIT 'B'



LEGEND

- 45 BLOCK NUMBER PER
MAP OF PORTERVILLE
- 17 LOT NUMBER PER
MAP OF PORTERVILLE



SCALE: 1"=100'

LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 (APN 261-113-011) AND LOTS
25, 26, 27, 28, 29, 30, 31 AND 32 (APN 261-113-112) ALL IN BLOCK
45 OF THE MAP OF PORTERVILLE, IN THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA PER MAP RECORDED IN
BOOK 1, AT PAGE 107 OF MAPS IN THE OFFICE OF THE COUNTY
RECORDED OF SAID COUNTY

CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 784-1422

LEGAL DESCRIPTION

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 100'
DATE	11/19/2019

SHEET
1
OF
1

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 a meeting of the Porterville City Council duly called and held on the 19th day of November, 2019.

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

Council:	PEÑALOZA	REYES	FLORES	STOWE	GURROLA
AYES:		X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:	X				

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk

PURCHASE AGREEMENT
(Porterville, California)

THIS AGREEMENT is made and entered into as of last date of execution set forth on the signature page (the "Effective Date"), by and between the **CITY OF PORTERVILLE**, a California municipal corporation, ("Buyers"), and **PORTERVILLE UNIFIED SCHOOL DISTRICT**, a California *Public School District* (the "Seller").

RECITALS

- A. Seller is the owner in fee simple of approximately 1.37 acres located at 140 South "C" Street, in the City of Porterville, County of Tulare, and State of California, and three (3) portable buildings currently located on the premises, (the "Property"), the legal property description of which is attached hereto as Exhibit A.
- B. Seller's Governing Board adopted Resolution 19-13 declaring its intent to exchange real property with Buyer, including the Property, pursuant to Education Code section 17536.
- C. Consistent with the intent expressed in Resolution 19-13, and as a necessary component of the intended real property exchange, Buyer desires to purchase the Property and Seller desires to sell the Property on the following terms and conditions.

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

I
PURCHASE AND SALE

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

1.2 Purchase Price. The purchase price (the "Purchase Price") of the property shall be the sum of \$109,200.00.

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

II
CONDITIONS TO CLOSING: ACTIONS PENDING CLOSING

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

2.1.1 Within 5 days of receipt, Buyer's review and approval/disapproval or waiver of a Preliminary Title Report.

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

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

2.1.4 That no moratorium, statute, regulation, ordinance or federal, state, county or local legislation, or order, judgment, ruling or decree of any governmental agency or of any court is enacted, adopted, issued, entered or pending which would materially and adversely affect the ability of Seller to convey the Property to Buyer.

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

III ESCROW INSTRUCTIONS

3.1 Opening of Escrow.

3.1.1 Concurrently with the execution of this Agreement, an escrow (the "Escrow") shall be opened by both parties with First American Title, Ann Kay, California, ("Escrow Holder").

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

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

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

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

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

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

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

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

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

3.6 Escrow Charges.

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

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

3.7 Miscellaneous Escrow Instructions.

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

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

To Seller:

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257
Attn: Business Services

To Buyer:

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

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

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

3.8 If the Escrow Holder is not in a position to consummate the Closing on the Closing Date, it shall close as soon thereafter as possible.

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

IV

REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

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

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

4.6 Subject to the specific representations of Seller being true and correct in all material respects, it is understood and agreed that the Property has been inspected by Buyer, or Buyer's duly authorized agents, that the same is being purchased as a result of such inspection and not in reliance upon any representations, inducements or promises, either oral or written, made by Seller, Seller's agent or any other person or party whomsoever, including, but not limited to, the fitness of the Property for any specific use, and Seller and Seller's agents shall not be responsible or liable for any agreement, condition or stipulation not specifically set forth in this Agreement relating to or affecting the Property. Seller has not made and will not make any other representations or warranties of any kind or nature with respect to the Property. The provisions of this Paragraph will survive the termination of or completion of Closing under this Agreement.

V

REPRESENTATIONS AND WARRANTIES OF BUYER

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

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

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

5.3 Buyer acknowledges and agrees that, except for the representations and warranties of Seller in this Agreement, the Property is sold "As Is," and the Purchase Price reflects the "As Is" nature of this sale and includes any faults, liabilities, defects or conditions that may be associated with the Property.

VI MISCELLANEOUS PROVISIONS

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

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

6.3 Brokers. Each party represents and warrants to the other party that it has not hired, retained or dealt with any real estate broker, firm or salesman in connection with the transaction contemplated by this Agreement

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

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

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

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

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

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

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

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

EXHIBIT A

Legal Description

Parcel 1

Lots 17, 18, 19, 20, 21, 22, 23 and 24 in Block 45, of the Map of Porterville, in the City of Porterville, County of Tulare, State of California, as per Map recorded in Book 1, page 107 of Maps in the office of the County Recorder of said County.

Parcel 2

Lots 25 to 32, both inclusive, in Block 45 of the City of Porterville, in the County of Tulare, State of California, as per Map recorded in Book 3, Page 18 of Maps, in the office of the County Recorder of said County.

Excepting Therefrom that portion of said Lot 32 as conveyed to the City of Porterville by Deed dated April 6, 1973 and recorded April 26, 1973 in Book 3105, Page 148 of Official Records of Tulare County in File No. 18067.

SELLER:

PORTERVILLE UNIFIED SCHOOL DISTRICT

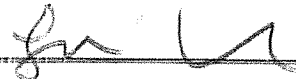
By: 
Nate Nelson, Ed.D., Superintendent

Date: _____

ATTEST:

By: 
Brad Rohrbach, Ed.D., Assistant Superintendent

APPROVED AS TO FORM:

By: 

BUYER:

CITY OF PORTERVILLE

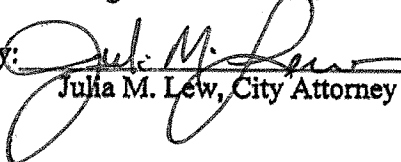
By: 
Martha A. Flores, Mayor

Date: 12/20/19

ATTEST:

By: 
John Lollis, City Clerk

APPROVED AS TO FORM:

By: 
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: City Council Minutes of December 17, 2019

SOURCE: Administrative Services

COMMENT: Re: Consideration of the draft Minutes of the December 17, 2019, City Council Meeting.

RECOMMENDATION: That the Council approve the draft Minutes of December 17, 2019.

ATTACHMENTS: 1. Draft Minutes: December 17, 2019

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 17, 2019, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member Virginia Gurrola, Council Member Daniel Peñaloza, Council Member Milt Stowe, Vice Mayor Monte Reyes, Mayor Martha A. Flores

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNS: 260-060-012 and 260-050-004. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Walmart Stores, Inc.. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNS: 302-110-054 and 302-110-074. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Tule River Economic Development Corporation. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 140 South C Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Turning Point of Central California, Inc.. Under Negotiation: Terms and Price.

4 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-330-007. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Bill B. and Rhonda J. Long TRust. Under Negotiation: Terms and Price.

5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Valdez et al. v. Porterville Police Department et al., Tulare County Superior Court Case No. 279116.

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

7 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three (3) cases.

**6:46 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

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

Pledge of Allegiance Led by Council Member Peñaloza.

Invocation -- invocation was given by Council Member Gurrola.

PRESENTATIONS

Miss Porterville and Her Court
Employee Service Awards

REPORTS

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

CITY COMMISSION AND COMMITTEE MEETINGS

1. Parks & Leisure Services Commission - December 5, 2019

No report was provided.

2. Library & Literacy Commission - December 10, 2019

Chairperson Edith Lavonne thanked the Council for appointing Leslie Pelon to the Commission; she also stated the commission is very pleased that a meeting between the City Council and the Library and Literacy Commission has been set. She reported on the highlights for the month of November which included the participation of their annual celebration of International Game Days, attendance of the English Language and Literacy Intensive Family Reading Time, volunteer hours, and also invited the City Council to attend the Library Patrons Day on Dec. 19, 2019.

3. Arts Commission

No report was provided.

4. Animal Control Commission

No report was provided.

5. Youth Commission - December 11, 2019

Commissioner Steve Escobar reported on the beautification project; a presentation provided by Community Development Director Jenni Byers about the Union Pacific Trails Project; and a presentation from IT Manager Ted Williams on the citys redesign for a new website in which the Youth Commission gave input on what the redesign should include. Commissioner Escobar also spoke of a field trip that was conducted at the Porterville Police Department.

6. Transactions and Use Tax Oversight Committee (TUTOC) - November 6, 2019

No report was provided.

AB 1234 REPORTS

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

1. Tulare County Economic Development Corp. (TCEDC) - December 4, 2019

Staff reported on two action items such as the financial report and the approval minutes. It was also reported that the TCEDC had a reorganization of staff, and that new duties were presented as a result of the reorganization.

2. Chamber of Commerce First Friday Coffee: State of The City - December 6, 2019

Mayor Flores thanked the City Manager, City Department Heads, and City staff. She also thanked the Council Members and community who attended the State of the City address.

3. Tulare County Association of Governments (TCAG) - December 9, 2019

Mayor Flores reported on those in attendance; approval of Minutes; the Transit Coordination Update; thanked Javier Rodriguez for reporting the City of Porterville on the Transit Electrification Project; and the 2019 TCAF Walk and Roll Art Contest winners. Mayor Flores spoke of action items that included the approval of the Congestion Mitigation and Air Quality Project List; the adoption of a resolutions; and the direction for the next steps in the Regional Transit Coordination. Mayor Flores spoke of the TCAG Local Motion Awards to be held at the Southern California Edison Energy Education Center on Jan. 23. The next meeting will be on Jan. 27, 2020 at the Farmersville Community Center.

4. 2020 Census Complete Count Committee Meeting - December 10, 2019

Mayor Flores reported on those in attendance; provided an update on mini-grant applications and implementation plans which were approved; the GAQ GAK guide approval; Mayor Flores spoke of highlights on new promotional items and indicated that the next meeting is scheduled for Jan. 10, 2020.

5. Local Agency Formation Commission (LAFCO) - December 11, 2019

Mayor Flores reported on the approval of minutes; the approval of the 2020 Proposal and Meeting Schedule; the presentation of the 2019 LAFCO Annual Report; and the presentation of the Ag Report. She also indicated that a legislative handout was provided and spoke of upcoming projects and the Cal-LAFCO Conference Update. She stated that the next meeting is scheduled for Jan. 22, 2020.

6. Eastern Tulare Groundwater Sustainability Agency (ETGSA) - Groundwater Sustainability Plan (GSP) Public Hearing - December 16, 2019

Council Member Reyes reported on those in attendance; a public hearing and closing of the public comment period. He indicated that the next meeting is scheduled for Jan. 10, 2020.

7. Tulare County Association of Governments (TCAG) Staff Training Lunch - December 17, 2019

City Manager John Lollis reported on those in attendance and indicated that the focus on the meeting was devoted to the Porterville area and projects within the city.

Staff Informational Reports

1. ABC LICENSES UPDATE

2. WATER CONSERVATION PHASE III STATUS UPDATE

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, presented council with information regarding the non-discrimination clause in the RFP process and stated that when reports are given that it should be noted to explain what acronyms mean.
- Greg Shelton, Porterville, stated he hopes the subdivision on Fourth Street is approved and gave positive feedback on Item No. 16 on Scheduled Matters.
- Heather Billings, Porterville, stated she wants to see more street lights in District 3 and agrees with Item No. 16. and also stated wanted Item No. 1, 7, 9, and 12 removed.
- Barry Caplan, Porterville, spoke on Item No 1,7, 9 and 12.

CONSENT CALENDAR

Item No. 1 was pulled for further discussion at the request of Council Member Peñaloza.

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Council Member A. Monte Reyes that the City Council approve Items Nos. 2-15. The motion carried unanimously.

2. ACCEPTANCE OF FINAL SUBDIVISION MAP - 4TH STREET APARTMENTS, PHASE TWO (SMEE HOMES, INC.)

Recommendation: That City Council:

1. Approve the final subdivision map of 4th Street Apartments, Phase Two;
2. Accept all offers of dedication shown on the final map or by separate deed document; and
3. Authorize the City Clerk to file said map with the County Recorder.

Documentation: M.O. 01-121719

Disposition: Approved.

3. ACCEPTANCE OF FINAL SUBDIVISION MAP - SUMMIT ESTATES TWO, PHASE TWO (SMEE HOMES, INC.)

Recommendation: That City Council:

1. Approve the final subdivision map of Summit Estates Two, Phase Two;
2. Accept all offers of dedication shown on the final map or by separate deed document; and
3. Authorize the City Clerk to file said map with the County Recorder.

Documentation: M.O. 02-121719

Disposition: Approved.

4. AMENDMENT TO THE SEASONAL AND PART-TIME PAY RATES

Recommendation: That the City Council:

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

Documentation: Resolution No. 98-2019

Disposition: Approved.

5. APPROVAL OF AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY

Recommendation: That the City Council approve and authorize the Mayor to sign the Agreement with the Tulare County Health and Human Services Agency.

Documentation: M.O. 03-121719

Disposition: Approved.

6. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSAL FOR CONSULTING SERVICES AND A COMPREHENSIVE SOLID WASTE RATE STUDY

Recommendation: That City Council authorize staff to issue a Request for Proposal for Consulting Services and a Comprehensive Solid Waste Rate Study

Documentation: M.O. 04-121719

Disposition: Approved.

7. ADVANCED TACTICAL/LIABILITY UPDATE TRAINING

Recommendation: That the City Council authorize the expenditure not to exceed \$7,156.80 from the Police Department's training budget for locally hosted Advanced Tactical/Liability Update training.

Documentation: M.O. 05-121719

Disposition: Approved.

8. HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT APPLICATION

Recommendation: That the City Council:

1. Adopt the draft Resolution approving the submittal of a HOME Investment Partnership Program (HOME) funding application for \$400,000 for continuation of the First Time Low Income Homebuyer Program;
2. Authorize the Mayor to execute all documents pertaining to the HOME program; and
3. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development for administration of the HOME program.

Documentation: Resolution No. 99-2019

Disposition: Approved.

9. REQUEST FOR APPROVAL TO AWARD A CONTRACT TO REVIZE TO REDESIGN THE CITY WEBSITE AND PROVIDE A MODERN CRM WEBSITE EXPERIENCE

Recommendation: That the City Council approve a 5-year agreement with Revize for the City website redesign and development at an initial cost of \$12,990 and an annual recurring cost of \$5,990.00 for years 2 through 5.

Documentation: M.O. 06-121719

Disposition: Approved.

10. REQUEST FOR APPROVAL TO MIGRATE THE CITY'S TELECOMMUNICATION NETWORK FROM SHORE TEL ON-SITE TO THE PARENT COMPANY MITEL CLOUD PLATFORM

Recommendation: That the City Council:

1. Approve the migration of the City's telecommunication network - VOIP phone system and contract with Mitel Cloud Services, Inc. for a term of 36 months and a monthly cost of \$4,953.23 plus any applicable taxes, surcharges and usage fees; and
2. Authorize the IT Manager to sign all related documents.

Documentation: M.O. 07-121719

Disposition: Approved.

11. APPROVAL OF REORGANIZATION WITHIN THE ENGINEERING & PROJECT MANAGEMENT DEPARTMENT

Recommendation: That the City Council:

1. Approve the creation of a new Chief Building Official classification at Salary Range 225 (\$6,181-7,544);
2. Approve the creation of a new Engineering/Building Technician classification for one new position and allocated to an existing position at Salary Range 163 (\$3,334-4,068);
3. Approve the reactivation of the Project Manager classification at Salary Range 215 (\$5,595-6,828);
4. Approve creation of a new Assistant Project Manager at Salary Range 204 (\$5,014-6,119);
5. Approve the elimination of the Associate Engineer/Surveyor position; and
6. Authorize Administrative Services staff to amend such personnel documents and commence meet and consult activities as may be necessary to effectuate such proposed changes.

Documentation: M.O. 08-121719

Disposition: Approved.

12. REPEALING AND REPLACING RESOLUTION 31-2019 CONCERNING THE ORDER OF BUSINESS TO BE FOLLOWED AT REGULAR CITY COUNCIL MEETINGS

Recommendation: That the City Council adopt the draft Resolution to repeal and replace Resolution No. 31-2019 concerning the order of business for regular City Council Meetings; and direct staff to make the necessary revisions in the City Council's Procedural Handbook concerning same.

Documentation: Resolution No. 100-2019

Disposition: Approved.

13. CANCELLATION OF JANUARY 7, 2020, CITY COUNCIL MEETING

Recommendation: That the City Council cancel the January 7, 2020, City Council Meeting.

Documentation: M.O. 09-121719

Disposition: Approved.

14. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - QUARTERLY REPORTING OF COUNCIL MEMBER ATTENDANCE AT APPOINTED

BOARD AND COMMITTEE MEETINGS

Recommendation: That the City Council approve Council Member Gurrola's request to consider the quarterly reporting of Council Member attendance at appointed board and committee meetings as a Scheduled Matter at its next regular meeting.

Documentation: M.O. 10-121719

Disposition: Approved.

15. 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. 11-121719

Disposition: Approved.

SCHEDULED MATTERS

16. AUTHORIZATION TO DISTRIBUTE REQUEST FOR PROPOSALS FOR CANNABIS BUSINESS OPERATING PERMIT FOR RETAIL DISPENSARY

Recommendation: That the City Council authorize staff to distribute a Request for Proposals for Cannabis Business Operating Permit for Retail Dispensary, subject to the City Attorney's approval of indemnification and other legal conditions.

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

COUNCIL ACTION: MOVED by Council Member Daniel Penaloza, SECONDED by Council Member Monte Reyes that the City Council authorize staff to distribute a Request for Proposals for Cannabis Operating Permit for Retail Dispensary, subject to the City Attorney's approval of indemnification and other legal conditions.

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

Documentation: M.O. 12-121719

Disposition: Approved.

17. PATHWAY HOME: RESPONDING TO HOMELESSNESS IN TULARE COUNTY

Recommendation: That the City Council consider acceptance of the Strategic Plan prepared by HomeBase for the Tulare County Task Force on Homelessness, and provide comment as determined.

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

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Council Member Daniel Peñaloza that the City Council accept the Strategic Plan prepared by HomeBase for the Tulare County Task Force on Homelessness. The motion carried unanimously.

Documentation: M.O. 13-121719

Disposition: Approved.

18. CONSIDERATION OF NOMINATION TO THE TULARE COUNTY COUNCIL OF CITIES FOR APPOINTMENT AS THE TRANSIT REPRESENTATIVE "ALTERNATE" FOR THE GOVERNING BOARD OF THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG)

Recommendation: That the City Council select a candidate to nominate for appointment by the Tulare County Council of Cities as the Transit Representative "Alternate" to the Governing Board of the Tulare County Association of Governments (TCAG).

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

COUNCIL ACTION: MOVED by Vice Mayor Monte Reyes, SECONDED by Council Member Daniel Peñaloza that the City Council select Council Member Virginia Gurrola as a candidate for appointment by the Tulare County Council of Cities as the Transit Representative "Alternate" to the Governing Board of the Tulare County Association of Governments. The motion carried unanimously.

Documentation: M.O. 14-121719

Disposition: Approved.

CONSENT CALENDAR Continued

1. PURCHASE OF BALLISTIC SHIELDS

Recommendation: That the City Council:
1. Authorize the purchase of four (4) Protech First Responder Ballistic Shields: and

2. Authorize payment in the amount of \$14,338.22 upon receipt of the shields.

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

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Council Member Virginia Gurrola that the City Council authorize the purchase of four (4) Protech First Responder Ballistic Shields in the amount of \$14,338.22.

AYES: Gurrola, Stowe, Reyes, Flores

NOES: None

ABSTAIN: Peñaloza

ABSENT: None

Documentation: M.O. 15-121719

Disposition: Approved.

The City Council adjourned to a joint meeting of the Porterville City Council and the Successor Agency to the Porterville Redevelopment Agency.

**SUCCESSOR AGENCY TO THE PORTERVILLE
REDEVELOPMENT AGENCY AGENDA 291 NORTH
MAIN STREET, PORTERVILLE, CA 93257 DECEMBER
17, 2019**

Successor Agency to the Porterville Redevelopment Agency Roll Call:

Present; Agency Members Flores, Reyes, Stowe, Peñaloza, Gurrola

City Council Member Roll Call:

Present: Council Members Flores, Reyes, Stowe, Peñaloza, Gurrola

WRITTEN COMMUNICATION

None.

ORAL COMMUNICATIONS

- Barry Caplan, Porterville, gave an invocation.

SUCCESSOR AGENCY SCHEDULED MATTERS

19. REVIEW AND APPROVAL OF DRAFT RECOGNIZED OBLIGATION

PAYMENT SCHEDULE FOR FISCAL YEAR 2020-2021

- Recommendation: That the Successor Agency:
1. Adopt the draft Resolution approving the Recognized Obligation Payment Schedule for the fiscal period of July 1, 2020 through June 30, 2021, provided that should any modification be required to the ROPS 20-21 by the Department of Finance, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, addition or revision as may be necessary to conform the ROPS 20-21 to requirements imposed by the DOF; and
 2. Direct Successor Agency staff to submit the ROPs 20-21 to the Countywide Oversight Board.

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

COUNCIL ACTION: MOVED by Member Virginia Gurrola, SECONDED by Vice Chair Monte Reyes, that the Successor Agency adopt the SA Resolution approving the Recognized Obligation Payment Schedule for the fiscal period of July 1, 2020, through June 30, 2021, provided that should any modification be required to the ROPS 020-21 by the Department of Finance, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, additions, or revisions as may be necessary to conform the ROPS 20-21 to the requirements imposed by the DOF and direct the Successor Agency staff to submit the ROPs 20-21 to the Countywide Oversight Board. The motion carried unanimously.

Documentation: SA Resolution No. 02-2019

Disposition: Approved.

The City Council and Successor Agency to the Porterville Redevelopment Agency adjourned at 8:36 p.m. to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

- Greg Shelton, Porterville, thanked the Council for the approval of the subdivision. He also recognized and applauded City Attorney Julia Lew and city staff for a job well done with regard to the cannabis item.
- Mike Tarango, Porterville, spoke in favor of Item 16 and hopes that the request for proposal that he submitted is to be considered and that himself and his wife are local residents.

OTHER MATTERS

- Council Member Gurrola spoke of the Christmas Parade; thanked the curator at the Zalud House; and stated she gave an invocation representing herself and not as a Council Member..
- Council Member Stowe spoke of his attendance to the Employee Luncheon and the Initial meeting for the Porterville School District Proposal Facility Improvement Measure; and

expressed his excitement on waiting on a phone call from North Carolina to announce his third Granddaughters arrival.

- Council Member Peñaloza invited the community to an event at CHEMA; and wished everyone a Merry Christmas and Happy Holidays.
- Vice Mayor Reyes expressed a Happy Holidays and Merry Christmas to the community and stated he is happy to see all of the events happening in Porterville and the community spirit. Reyes also spoke of the staff Christmas Luncheon and the CHEMA event to be held on the Upcoming Saturday.
- Mayor Flores spoke of the Christmas Parade; The Fire Departments Badge Pinning Ceremony; the City Employee Christmas Luncheon; and gave a Feliz Navidad, Merry Christmas and Happy Holidays to the community.
- City Manager Lollis gave thanks to Finance Director Maria Bemis, Public Works Director Mike Knight, and Engineering and Project Manager Director Javier Sanchez on the selling of bonds. Lollis spoke of the Senior New Years eve event; the next meeting which is a joint meeting of the Porterville City Council and the Library and Literacy Commission; and a meeting of the repair project of the Friant-Kern. Lollis also expressed a Happy Holidays to the council.

ADJOURNMENT - the Council adjourned at 8:36 p.m. to a Joint Meeting of the Porterville City Council and the Library and Literacy Commission of January 14, 2020.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Airport Lease Agreement - Skydive Elsinore, LLC

SOURCE: Finance

COMMENT: On October 1, 2019, City Council authorized staff to negotiate a lease with Skydive Elsinore, LLC, and at its meeting on December 3, 2019, the City Council approved the terms of the lease. Skydive Elsinore, LLC agreed to enter into a new lease agreement for approximately 179 acres of property located at the Porterville Municipal Airport for use as a skydive landing zone for their professional skydive and parachuting training facilities operation.

Skydiving is an FAA-recognized aeronautical activity and regulations require airports that have received FAA funding to accommodate this activity.

Lessee agrees to pay a rental rate of \$35 per acre per year, \$6,265.00 annually or \$522.09 per month, payable in advance with annual adjustments subject to the change in the Consumer Price Index. The lease effective date is February 1, 2020, and will expire February 1, 2025.

RECOMMENDATION: That the City Council approve the Lease Agreement between the City of Porterville and Skydive Elsinore, LLC, for the operation of professional skydive and parachuting training facilities at the Porterville Municipal Airport for a term of five (5) years commencing on February 1, 2020.

ATTACHMENTS:

1. Lease Agreement Airport Property (Final Draft)
2. Exhibit A - Lease Area

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the 21st day of January , 2020, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Skydive Elsinore LLC., hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport property for the purpose of a sky dive landing zone; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and operations in providing aeronautical-related uses.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, those certain premises situated in the City of Porterville, State of California, described as a portion of APN 302-110-076 and APN 302-110-079 located at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on February 1, 2020, both parties having executed the same, and shall terminate on February 1, 2025, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter

Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$35.00 per acre per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 179 acres of land area, said rental rate will be \$6,265.00 annually, or \$522.09 per month, payable in advance.

Beginning January 1, 2021, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating professional skydive and parachuting training facilities. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said property and any improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final. Additionally, Lessee shall, at Lessee's sole cost and expense, perform weed abatement on the property adjacent to the runway, more particularly

described in Exhibit A, attached hereto.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water , sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee’s operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee’s use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee’s improvement and

personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers (“City indemnitees”), and each of them, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Lessee’s performance of its obligations under this lease or the activities on or operations conducted by Lessee on or at the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over, including the City’s active or passive negligence, EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Lessee’s operations or performance of this Lease, the Lessee shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

16. Liability Insurance:

Commercial General Liability

a. Lessee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Lessee’s general liability policies shall be primary and shall not seek contribution from the City’s coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

b. Any failure to comply with reporting provisions of the policies by Lessee shall not affect coverage provided the City.

c. Coverage shall state that Lessee insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Aircraft Liability Insurance

a. Aircraft liability insurance coverage shall provide limits of \$5,000,000 per accident.

b. The policy shall be endorsed to include the City, its officers, employees, and agents as additional insureds.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to

render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:
This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Skydive Elsinore LLC
20701 Cereal St
Lake Elsinore, CA 92530

To the City: Airport Manager
 City of Porterville
 291 N. Main Street
 Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City, which may be withheld for any reason. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Removed

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of

the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or

conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that this Agreement is entered into and to be performed in Tulare County, and the venue thereof shall be the County of Tulare, State of California. To the fullest extent permitted by law, Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

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

41. Legal Fees: In the event that an action shall be instituted by either party hereto for the enforcement of any of its rights or remedies in or under this Lease, the party in whose favor

judgment shall be rendered therein shall be entitled to recover from the other party all costs and expenses incurred by said prevailing party in said action, including reasonable attorney's fees as fixed by the court therein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Martha A. Flores, Mayor

By: _____
Skydive Elsinore LLC

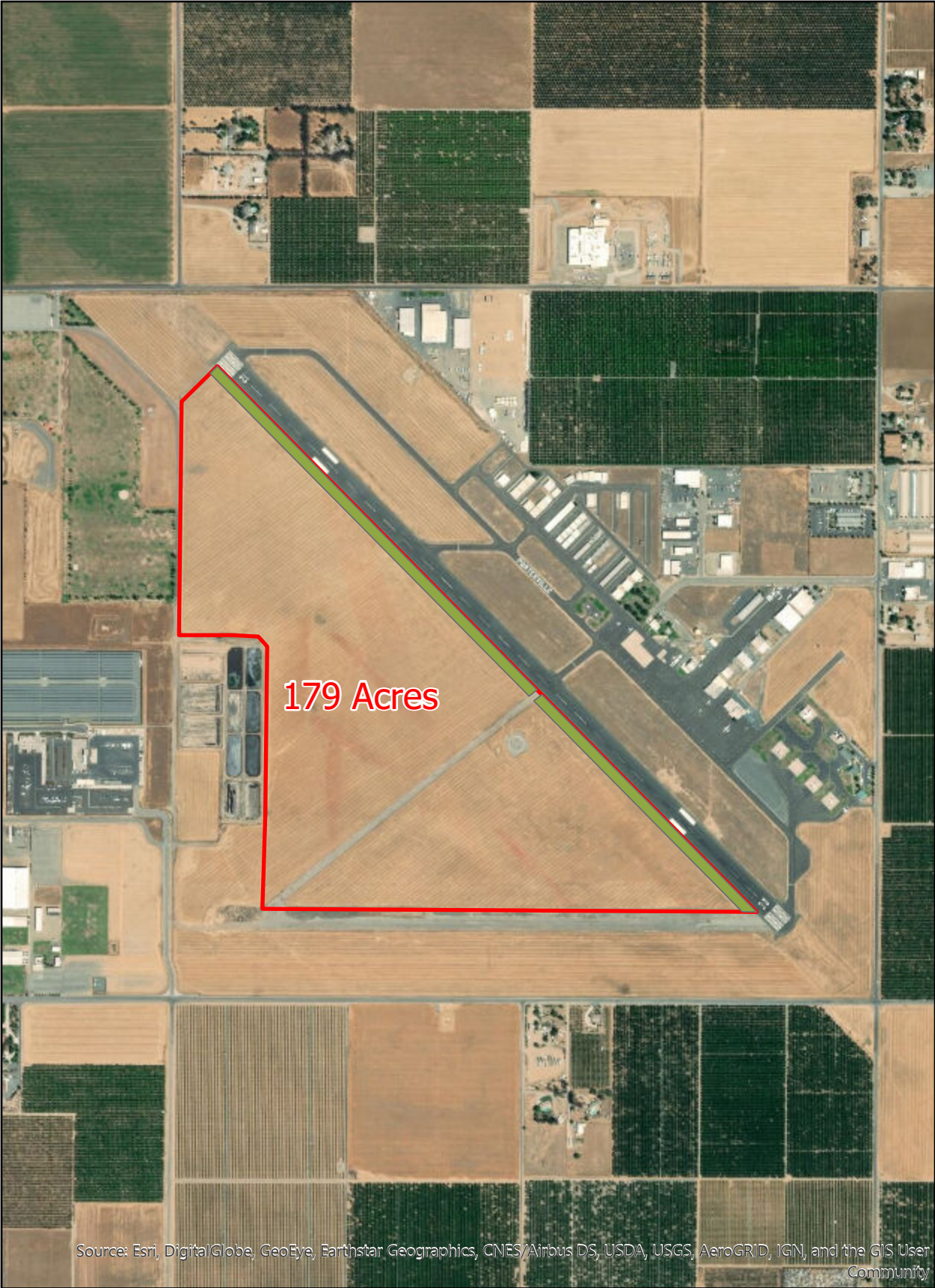
ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

Exhibit A



-  Leased Area: 179 Acres
-  Weed Abatement - 9.6 Acres

0 500 1,000 Feet





CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Authorization to Advertise for Bid - Public Safety Building Storage Buildings and Painting of Fire Station 71

SOURCE: Public Works

COMMENT: City staff has completed the preparation of construction plans and specifications (i.e. Project Manual) for the construction of two (2) storage areas at the Public Safety Building, as well as the painting of the exterior of Fire Station 71.

The proposed project includes the construction of two (2) separate storage areas for the Public Safety Building; one area is just under 114 square feet and the other area is 657 square feet. This project also includes the painting of the exterior of Fire Station 71, which was previously approved by the City Council for bid authorization in conjunction with bathroom remodel projects that were delayed due to issues with the plans. The required hazardous materials remediation for Fire Station 71 has been completed.

The Engineer's estimate of probable cost for the total project is \$85,000. An additional \$8,500 is necessary for construction contingencies (10%). It is anticipated that an additional \$8,500 is required for construction management, quality control, and inspection services (10%) for a total estimated project cost of \$102,000. The total estimate of probable cost for the individual areas of the project are as follows:

Location:	Estimate:	Management:	Contingency:	Total:
Public Safety Bldg.	\$55,000	\$5,500	\$5,500	\$66,000
Fire Station 71	<u>\$30,000</u>	<u>\$3,000</u>	<u>\$3,000</u>	<u>\$36,000</u>
Totals	\$85,000	\$8,500	\$8,500	\$102,000

Funding for this project includes Asset Forfeitures Funding for the Public Safety Building storage areas and the Equipment Replacement Funds for Fire Station 71. All funds were approved in the FY 2019/2020 Annual Budget.

RECOMMENDATION: That City Council:
1. Approve staff's recommended Plans and Project Manual: and
2. Authorize staff to advertise for bids on the project.

ATTACHMENTS:
1. Locator Map - Public Safety Building
2. Site Plan - Public Safety Building

3. Locator Map - Fire Station 71

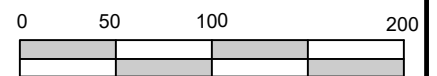
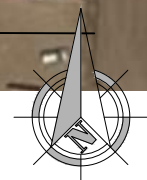
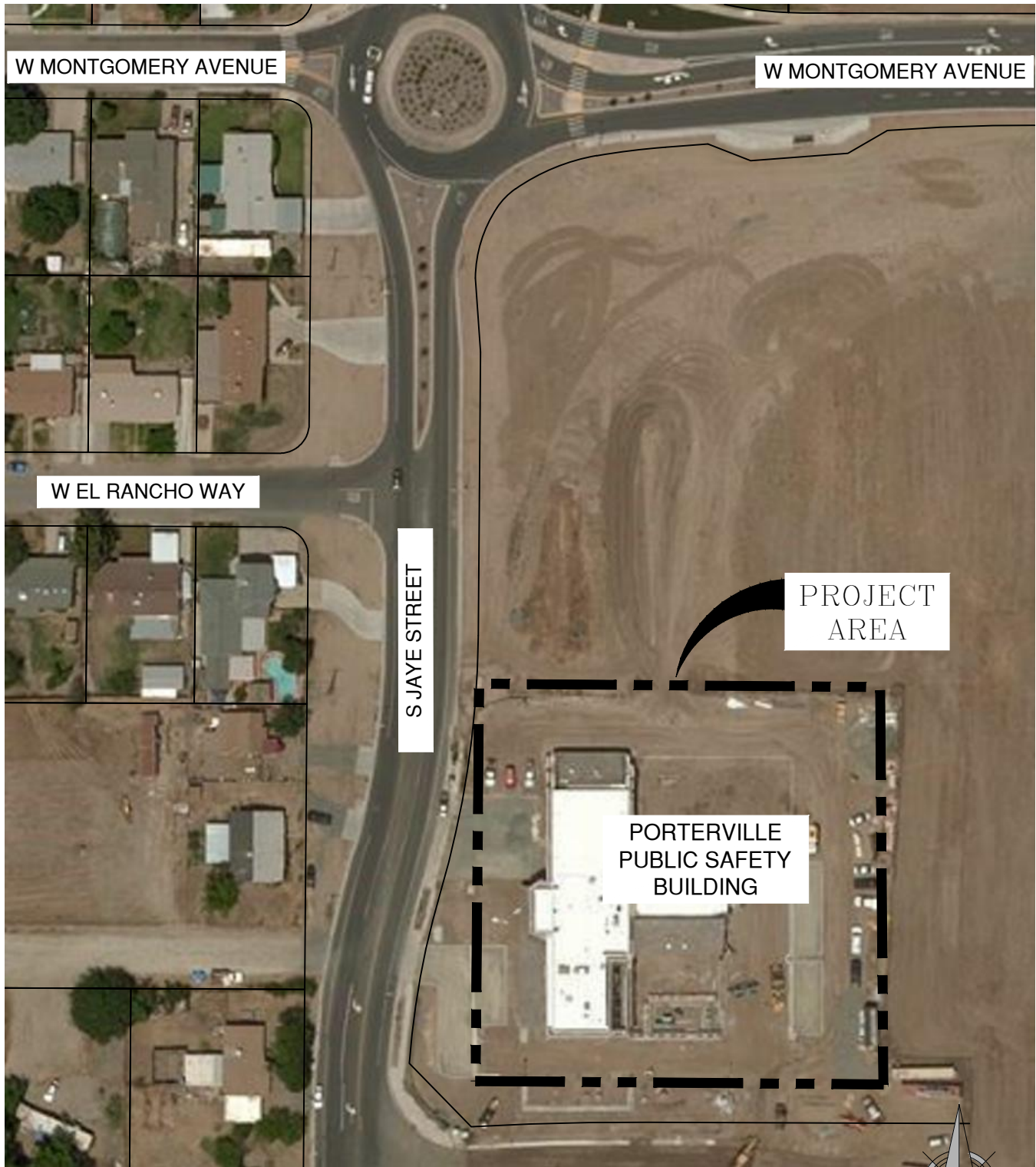
Appropriated/Funded: MB

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



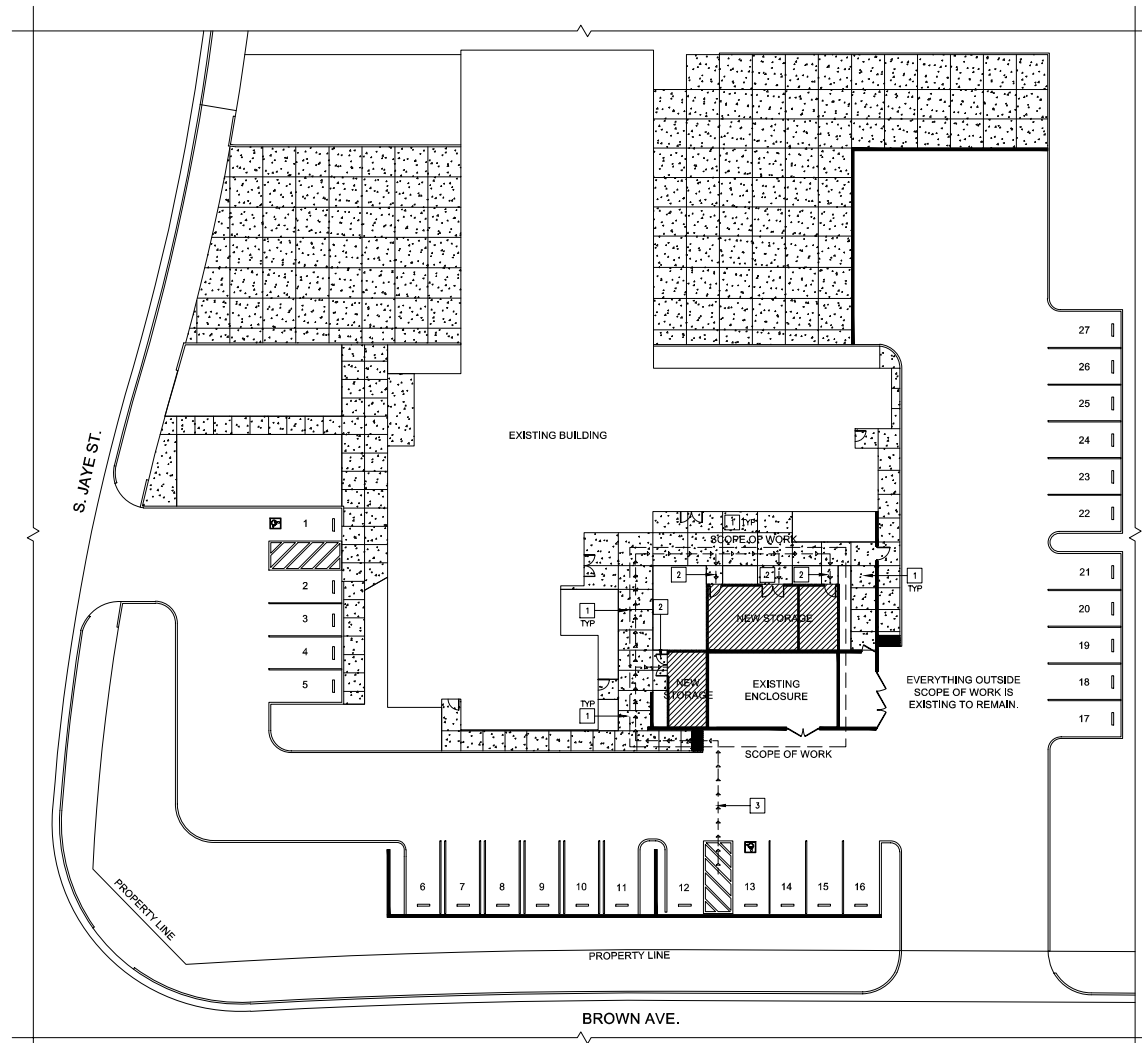
SCALE: 1"=100'

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

PUBLIC SAFETY BUILDING
LOCATED AT 980 SOUTH JAYE STREET
PORTERVILLE, CA 93257

DRAWN BY	KRS
CHECKED BY	-
SCALE	1" = 100'
DATE	1/15/2020

SHEET
1
OF
1



44 PROPOSED SITE PLAN

SCALE: 1/16" = 1' - 0"

COMMERCIAL PARKING REQUIREMENTS (INDUSTRIAL):
 1:1000 SF FOR STORAGE = 880 SF STORAGE/1000 SF = 0.9 SPACES
 PROVIDED:
 25 STANDARD SPACES
 2 ADA SPACES (VAN ACCESSIBLE)
 PORTERVILLE DEVELOPMENT ORDINANCE
 CHAPTER 304 - ON-SITE PARKING AND LOADING
 TABLE 304.04(A)

11 PARKING CALCULATION

1. (E) PAVING TO REMAIN.
2. (N) PAVING TO MATCH EXISTING.
3. (E) ADA PATH OF TRAVEL TO REMAIN.

13 KEYNOTES

- BUILDING ADDITION
- SCOPE OF WORK

NOTE: ALL EXISTING EXTERIOR DIMENSIONS ARE APPROX.

14 LEGEND



ANDREW GOODWIN DESIGNS
 2050 PARKER STREET
 SAN LUIS OBISPO, CA 93401
 T: (805) 439-1611
 WWW.ANDREWGOODWIN.US
 ARCHITECT ANDREW GOODWIN, AIA
 ANDREW ANDREW GOODWIN, AIA

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REVISIONS

SEAL



PROJECT
 C.O.P. Safety Bldg.
 Storage Bldgs.
 980 S. Jaye St.
 Porterville, CA 93257

CLIENT
 City Of Porterville (C.O.P.)
 Javier Sanchez
 291 N Main St
 Porterville, CA 93257
 (559) 782-7462
 jsanchez@ci.porterville.ca.us

SHEET TITLE
 PROPOSED
 SITE PLAN

DATE: 06/09/19

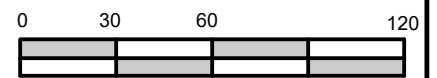
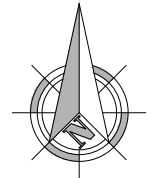
TECHNICAL: AGC

PROJECT MANAGER: AGC

DRAWING NUMBER: A11.1

SHEET NUMBER

A11



SCALE: 1"=60'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

FIRE STATION 1 LOCATOR MAP
40 W CLEVELAND AVENUE
PORTERVILLE, CA 93257

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 60'
DATE	1/10/2019

SHEET
1
OF
1



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Authorization to Paint Interior of City Hall

SOURCE: Parks and Leisure Services

COMMENT: With the relocation of the Wall of Fame from the Heritage Center to City Hall, some relocation of items currently on the two (2) main hallway walls adjacent to the City Council Chambers is necessary. Those particular walls are in need of being repainted and the current time is ideal during the transition of the Wall of Fame. The Freedom Shrine will be relocated into the Chambers and the Wall of Fame will be displayed in its place along the exterior east wall of the Chambers.

The painting project will include prepping and cleaning all surfaces, sanding, scraping loose flaky paint, patching holes, smart priming, caulking cracks, and masking and protecting all areas needed from paint and overspray. This work will take place in the two (2) main hallways, in the area next to the Administrative Services Department, and in the public restrooms across from the Finance Department. Four (4) painting businesses submitted quotes for the task:

The Paint Doctor \$5,125
Matt Gifford Painting \$5,200
Alex Reyes Painting \$5,745
RGB Construction Unlimited, Inc. \$7,400

The Wall of Fame ceremony is scheduled for Friday, March 6, 2020. The painting project will be completed prior to that date. Business inside City Hall will not be affected during the painting, as work will be completed during non-business hours. The project would be paid from remaining funds appropriated for the painting of the static displays at the Porterville Municipal Airport and Veterans Park, funded from the Facility Deferred Maintenance/Equipment Replacement Designated Fund.

RECOMMENDATION: That the City Council:

1. Authorize the interior painting of a portion of City Hall by The Paint Doctor for \$5,125; and
2. Adopt a Resolution authorizing the appropriation of funds from the Facility Deferred Maintenance / Equipment Replacement Designated Fund in the General Fund for the interior painting of City Hall.

ATTACHMENTS:

1. City Hall Indoor Paint Quotes
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



PAINTING PROPOSAL

The Paint Doctor

CA LIC#1020960

Bonded and Insured

2617 Corto St.
Bakersfield, Ca 93306
(661)348-9890

PROPOSAL # 1954
DATE: DECEMBER 30, 2019

thepaintdoctor@icloud.com

TO: Darren Maddox
Parks Superintendent
555 N Prospect St.
Porterville, Ca 93257
(559)782-7515

For: City Hall
291 N Main St.
Porterville, Ca 93257

PROJECT TYPE	JOB NAME	SQUARE FOOTAGE	PAYMENT TERMS
COMMERCIAL REPAINT	PORTERVILLE CITY HALL		DUE UPON COMPLETION

INTERIOR REPAINT	DESCRIPTION OF SERVICES	UNIT PRICE	LINE TOTAL
<u>HR HALLWAY-</u>	ACUSTIC CEILINGS AND WALLS TO BE REPAINTED. PAINT PHOTO I.D. WALL WITH (WHITE) BACKGROUND.		
<u>MAIN HALLWAY-</u>	ACUSTIC CEILINGS AND WALLS TO BE REPAINTED.		
<u>CITY MANG. HALL-</u>	ACUSTIC CEILINGS AND WALLS TO BE REPAINTED.		
<u>MENS RESTROOM-</u>	REPAINT CEILINGS AND WALLS, REPAIR WATER DAMAGE/FLAKLY PAINT ON CEILING, PATCH WORK, PRIME AND PAINT.		
<u>WOMEN RESTROOM-</u>	REPAINT CEILING AND WALLS, REPAIR WATER DAMAGE/FLAKLY PAINT, PATCH WORK, PRIME, AND PAINT.		

PREP WORK & SURFACE PREPERATION-	PREP ALL SUFACES, CLEAN SURFACES, SAND, SCRAPE LOOSE FLAKY PAINT, PATCH HOLES, SMART PRIME, PATCH NAIL HOLES, CAULK CRACKS, MASK AND PROTECT ALL AREAS NEEDED FROM PAINT AND OVERSPRAY.		
ESTIMATED TIME TO COMPLETE-	5-7 BUSINESS DAYS. (PLEASE CALL IN ADVANCE FOR SCHEDULING).		
PAINT AND MATERIALS-	(ALL PAINT AND MATERIALS ARE INCLUDED). (DUNN EDWARDS PREMIUM PAINTS). (SHERWIN WILLIAMS PREMIUM PAINTS).		
COLORS-	?		
PAYMENT SCHEDULE-	(NO DOWN PAYMENTMN IS REQUIRED) -PAYMENT WILL BE DUE UPON COMPLETION OF THE ABOVE MENTION WORK.		
PAYMENT MADE TO-	THE PAINT DOCTOR.		
JOB HOUSEKEEPING AND CLEAN UP-	KEEP AREAS CLEAN AND CLEAR EACH DAY, HAUL AWAY ALL TRASH.		
SPECIAL FINISHES-			
GENERAL NOTES-	-ACUSTIC CEILINGS WILL BE BAGED/MASKED AND SPRAYED. -PATCH ALL NAIL HOLES. -APPLY 2 COATS. -(SHEEN) FLAT ON CEILINGS, EGGSHELL ON WALLS. -CUT IN AND AROUND HALLWAY LETTERING.		
PRODUCT TYPE-	SW PRO MAR 200, ISO-WALL.		
		SUBTOTAL	
		SALES TAX	
		TOTAL	\$5,125.00

Proposal prepared by: Chris LaMedica The Paint Doctor

This is a proposal on the services named, subject to the conditions noted below:

1. You have read through, understand and agree to this painting proposal.
2. You authorize The Paint Doctor to perform the above mention work on your property.
3. You agree to pay The Paint Doctor in full upon completion of the above mention work.

To accept this proposal, sign here and return:

THANK YOU FOR YOUR BUSINESS! I LOOK FORWARD TO PROVIDING YOU WITH A QUALITY PAINT JOB AND A GREAT PAINTING EXPERIENCE.

Matt Gifford Painting
License #1061424

BID

22716 White Ave.
Strathmore, Ca. 92367
Phone 5597190640
matthew.gifford@yahoo.com

INVOICE #1
DATE January 9, 2020

TO: CITY OF PORTERVILLE

FOR: CITY HALL

P.O. #

Phone:
(email):

Description	Amount
*Patch holes in hall walls, 2 bathrooms and paint Semi gloss	\$3100.00
*Paint ceiling Flat	\$1000.00
*remove 6 sets of words and put back when done	\$600.00
*Scrape and prime bathrooms	\$500.00
*	\$

Color still to be chosen, pictures and message boards will be removed before we start

Deposit due

Total \$5200.00

Make all checks payable to Matt Gifford
If you have any questions concerning this invoice, contact Matt Gifford | (559)719-0640 |
matthew.gifford@yahoo.com

THANK YOU FOR YOUR BUSINESS!

ALEX REYES PAINTING

17790 Ave. 278
Exeter CA 93221
lic # 755194

Estimate

Date	Estimate #
1/8/2020	1010

Name / Address
City of porterville 555 N Prospect st Porterville Ca 93257

				Project
Item	Description	Qty	Rate	Total
labor and materials	REPAINT WALLS AND CEILINGS ON CITY HALL FRONT HALLS WAYS AND MEN AND WOMAS BATHROOMS AS PER CONVERSATION THIS NOT INCLUDED ANY STAIN WOOD REFINISH ONLY PAINTING PATCHING ON HOLES AND SOME PATCH WORK AT BATHROOM CEILINGS ALL TO MATCH EXISTING COLORS		5,745.00	5,745.00
			Total	55,745.00

Signature _____

Phone #	Fax #
559 592 4454	559 592 4454

**F
R
O
M**

RGB Construction Unlimited Inc.
10711 Orange Belt Drive
Porterville CA 93257
1(661)-978-4404
riosconstruction8@gmail.com
CA LIC #828059

PROPOSAL

Page No.

of Pages

PROPOSAL SUBMITTED TO:		DATE 1/9/19
NAME CITY OF PORTERVILLE	JOB NAME CITY HALL HALLWAY, WALLS, AND CEILING PAINT	
STREET 291 NORTH MAIN ST	STREET 291 NORTH MAIN ST	
CITY PORTERVILLE	CITY PORTERVILLE	STATE CA 93257
STATE CA	PHONE (559) 359-8928	

We hereby submit specifications and estimate for:

City Hall hallway, walls, and ceiling paint. Scrape and peel and patch off existing paint over areas that chipped and began to peel. Seal holes where picture frames will be removed by city representative and prime and paint. Color of the paint will be chosen by the city representative.

THIS PROPOSAL INCLUDES PAINT AROUND THE SYMBOL LETTERS
EXCLUSIONS THIS PROPOSAL DOES NOT INCLUDE DETACH OR ATTACH ANY PICTURE FRAMES
TOTAL LABOR AND MATERIALS OF \$7,400.00

We hereby propose to furnish labor and materials—complete in accordance with the above specifications, for the sum of seven thousand and four hundred Dollars (\$7,400.00) with payments to be made as follows:
\$4,000.00 will be required after all the patches are sealed and ready to paint, the rest will be required after completion of the job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature _____

DATE _____ Signature _____

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE FACILITY DEFERRED
MAINTENANCE / EQUIPMENT REPLACEMENT DESIGNATED FUND FOR THE
INTERIOR PAINTING OF CITY HALL

WHEREAS: The City of Porterville Municipal Code Section 2-31.3, established the Facilities Deferred Maintenance / Equipment Replacement Designated Fund for the exclusive purpose of providing funds to support one-time City facility deferred maintenance and/or equipment replacement costs; and

WHEREAS: The Wall of Fame program since 2007 honors individuals for their significant service and dedication to the heritage of the community; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the painting of a portion of City Hall in conjunction with the relocation of the Wall of Fame from the Heritage Center to City Hall is an event that benefits the community, and is within the intent and purpose of the Facility Deferred Maintenance / Equipment Replacement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of \$5,125 from the Facilities Deferred Maintenance / Equipment Replacement Designated Fund for the City Hall interior painting project.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Approval of Additional Building Permit User Licenses

SOURCE: Public Works

COMMENT: The Engineering and Project Management Department recently completed the in-house transition from the Eden Permitting and Inspection software to the EnerGov Permitting and Land Management software. During said transition a total of six (6) additional licensing seats were requested by City Departments to allow better coverage and review of the permitting and inspection processes. The additional fee for these seats total \$8,986.02; this amount is greater than the customary ten percent (10%) contingency for a project, as the original project total was \$57,490. The funding for the additional seats is available in the operating budgets of the respective Departments (Community Development and Public Works).

The recent reorganization of the Engineering and Project Management Department created a new position at the permit counter, as well as a new position in the Building Division. Changes such as these, as well as changes in staff responsibilities in the future, may create the need for additional licenses. Staff respectfully requests that, in addition to the six (6) additional licenses already allocated and described above, City Council approves the purchase of additional licenses if they are determined to be needed by the respective Department Directors and the costs for said licenses can be covered in authorized operating budgets.

RECOMMENDATION: That City Council:

1. Approve the purchase of six (6) additional licenses for the EnerGov Permitting & Land Management Software in the amount of \$8,986.02; and
2. Authorize the purchase of future licenses if they are determined to be needed by the respective Departments Directors and the funding for said licenses is available in current operating budgets.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Status Report - Developer Impact Fees

SOURCE: Finance

COMMENT: Pursuant to Government Code Section 66006 (b)(1), a detailed fund analysis of the capital improvement funds containing developer impact fees has been prepared. A copy of this analysis has been delivered to the Building Industry Association of Tulare/Kings Counties, Inc. (BIA), per their request.

The format and content of this analysis have been developed around criteria previously approved by BIA.

RECOMMENDATION: That the City Council accept the Status Report on Developer Impact Fees for the fiscal year ended June 30, 2019.

ATTACHMENTS: 1. Fiscal Year 2018-2019 Developer Impact Fees Report

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

DEVELOPER IMPACT FEE SUMMARY

2018/19

	<u>BEGINNING BALANCES AS OF JULY 1, 2018</u>		<u>FEES COLLECTED</u>		<u>INTEREST EARNED</u>		<u>ELIGIBLE D.I.F. EXPENDITURES</u>		<u>ENDING BALANCES AS OF JUNE 30, 2019</u>
WATER ACREAGE FEE	\$ (20,035,044)	\$	74,518	\$	19,171	\$	(608,049)	\$	(20,549,403)
SEWER ACREAGE FEE	\$ (2,518,072)	\$	51,611	\$	49,619	\$	(303,447)	\$	(2,720,289)
STORM DRAIN FEE	\$ 2,157,014	\$	108,151	\$	80,364	\$	(302,067)	\$	2,043,462
TRANSPORTATION IMPACT FEE	\$ 1,321,859	\$	166,849	\$	54,301	\$	(150,000)	\$	1,393,009
PARK IMPACT FEE	\$ -	\$	66,194	\$	121	\$	(66,315)	\$	-

**CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2018/19**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Water Projects</u>			
Master plan update	\$ 99,973.86	100%	\$ 99,973.86
Gound water recharge	2,461.21	0%	0.00
East Porterville phase 2 project	25,028.10	0%	0.00
East Porterville water reservoir	46,536.01	0%	0.00
South recharge basin	1,299.95	0%	0.00
DR#23 dual recharge basin	1,016.90	0%	0.00
North recharge basin	861.84	0%	0.00
Well #37 - Beverly Grand	16,506.07	100%	16,506.07
Rehabilitate wells	22,343.73	100%	22,343.73
Plano water main replacement	165,398.68	100%	165,398.68
Household tank abandonment	913,894.76	0%	0.00
Well #36 - East Porterville	1,126.19	0%	0.00
SGMA compliance	750,789.22	0%	0.00
Well #34 - Akin water system	3,048.14	100%	3,048.14
Masterplan payback - BSD - Redwood	300,778.33	100%	300,778.33
Urban water mangement plan	338.51	0%	0.00
Water infrastructure review	413.42	0%	0.00
	<u>\$ 2,351,814.92</u>		<u>\$ 608,048.81</u>
<u>WATER TOTAL</u>			
	<u>\$ 2,351,814.92</u>		<u>\$ 608,048.81</u>
<u>Sewer Projects</u>			
Digester #3 repair / rehab	\$ 240,410.21	0%	\$ 0.00
Odor control project	238,455.04	0%	0.00
Digester transfer line project	64,282.66	0%	0.00
Wastewater needs assessment	78,157.44	100%	78,157.44
Master plan update	93,852.19	100%	93,852.19
Annex area 456A & 457	6,598.19	0%	0.00
Annex area 456B & 456C	1,342,203.79	0%	0.00
Tertiary treatment plant	131,437.11	100%	131,437.11
	<u>\$ 2,195,396.63</u>		<u>\$ 303,446.74</u>
<u>SEWER TOTAL</u>			
	<u>\$ 2,195,396.63</u>		<u>\$ 303,446.74</u>

**CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2018/19**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Storm Drain Projects</u>			
Property purchase - O'Sullivan	\$ 200,000.00	100%	\$ 200,000.00
Master plan update	91,874.26	100%	91,874.26
Flood mangement ordinance update	1,658.47	100%	1,658.47
N Grand reconstruction	7,297.57	100%	7,297.57
Drainage reservoir #18	41.25	100%	41.25
MS4 permit	21,344.00	0%	0.00
Main St - Westfield pipe	<u>1,195.40</u>	100%	<u>1,195.40</u>
STORM DRAIN TOTAL	\$ <u><u>323,410.95</u></u>		\$ <u><u>302,066.95</u></u>
<u>Transportation Projects</u>			
Debt service - 2015 Refinancing Project	\$ <u>150,000.00</u>	100%	\$ <u>150,000.00</u>
TRANSPORTATION TOTAL	\$ <u><u>150,000.00</u></u>		\$ <u><u>150,000.00</u></u>
<u>Park Projects</u>			
Debt service - sports complex	\$ 60,427.00	100%	\$ 60,427.00
Sports complex parking lease	<u>5,888.02</u>	100%	<u>5,888.02</u>
PARK TOTAL	\$ <u><u>66,315.02</u></u>		\$ <u><u>66,315.02</u></u>

CITY OF PORTERVILLE
DEVELOPER FEE RATE STRUCTURE
2018/19

	<u>Hillside Development</u>	<u>Single Family</u>	<u>Duplex</u>	<u>Multiple Family</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial / Professional</u>	<u>Industrial</u>
Water Acreage Fee / Acre	\$ 1,816	\$ 3,786	\$ 9,478	\$ 22,128	\$ -	\$ 2,471	\$ 2,846	\$ 21,855
Sewer Acreage Fee / Acre	\$ 1,234	\$ 2,314	\$ 5,374	\$ 12,537	\$ -	\$ 871	\$ 3,267	\$ 13,948
Storm Drain Fee / Acre	\$ -	\$ 6,237	\$ 8,319	\$ 12,482	\$ -	\$ 16,635	\$ 16,635	\$ 16,635
Transportation Fee / Unit	\$ -	\$ 1,334	\$ 902	\$ 902	\$ -	\$ 3,433	\$ 6,531	\$ 974
Park Impact Fee / Unit	\$ -	\$ 829	\$ 643	\$ 643	\$ 465	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Acceptance of Fiscal Year 2019 State Homeland Security Grant Award

SOURCE: Police

COMMENT: Prior to 2000, the Porterville Police Department did not possess an armored rescue vehicle to be utilized for Special Weapons and Tactics (SWAT) Team deployments. These deployments were made using personally assigned Department vehicles which did not possess any ballistic protection. In May 2000, the Department took possession of a donated 1992 former armored bank transport vehicle. While this vehicle offered very limited ballistic protection, it was much better than what the personally assigned Department vehicles provided. Another limitation to this vehicle was that the interior was essentially empty and did not allow for seating of SWAT Team members other than the tops of equipment cages in the vehicle.

In 2010, the Visalia Police Department received a Department of Homeland Security grant for the purchase of a Lenco Bearcat Armored Rescue Vehicle. This purchase replaced the current rescue vehicle, which was a 1976 United States Air Force Peace Keeper, obtained through military surplus in 2000. When the Visalia Police Department took possession of the new Bearcat Armored Rescue Vehicle, the Peace Keeper was transferred to the Porterville Police Department. While the Peace Keeper does not offer the same level of ballistic protection of the Bearcat Armored Rescue Vehicle, the protection it does provide is significantly greater than the bank transport vehicle then utilized by the Porterville Police Department. Additionally, the Peace Keeper did have limited, dedicated seating in the rear of the vehicle not available in the bank transport vehicle.

While the Peace Keeper was initially meant to replace the bank transport vehicle, that vehicle was kept in service due to a couple of factors. First, with the Peace Keeper's age and potential for downtime, the Department needed a backup vehicle to allow for SWAT Team deployments if the Peace Keeper was unavailable due to repairs. Secondly, due to the smaller size of the Peace Keeper, the bank transport vehicle allowed for equipment to be transported to the locations of critical incidents.

In December 2014, a known gang member fired hundreds of rounds during an eleven (11) hour standoff in the city of Porterville, an incident that began with the suspect firing rounds at Tulare County Sheriff's Deputies. This incident also required the safe rescue of two (2) disabled elderly females from the home. At the time, two (2) armored vehicles were utilized during the incident. One

was the Department's Peace Keeper and the other was the Sheriff's Bearcat Armored Rescue vehicle. The Bearcat was used as the primary vehicle because of its capabilities, and transported members of the Porterville and Sheriff's SWAT teams deployed inside of it, as well as the safe rescue of the two (2) elderly females from the residence. Two (2) particular capabilities needed were the increased ballistic protection offered by the Bearcat, as well as the ability to introduce tear gas into the home directly from the Bearcat, without exposing any personnel or innocent victims to the rounds being fired by the suspect. The Peace Keeper was used as a secondary containment vehicle to decrease the capabilities of the suspect shooting towards a public roadway.

During an in-depth administrative investigation/review of this incident by the Department, staff evaluated all aspects of the incident, which included the Peace Keeper. This evaluation raised a few concerns. The Peace Keeper was nearly thirty-five (35) years old and due to its age, parts were no longer being manufactured. This makes it difficult for the Department if a major component of the Peace Keeper breaks, as staff needs to locate an older component still in stock elsewhere or to locate a used part. In researching the City's shop repair records, staff found that the Department spent over \$26,000 in repair costs on the vehicle over the past four (4) years. It was also noted that while speaking with the shop supervisor, some parts had to be located by salvage due to lack of availability. This has been an issue and when the vehicle has become disabled during deployments, repair times have been extended.

While checking the ballistic protection that the Peace Keeper provides, staff located an extensive ballistic test report which was conducted by the Los Angeles County Sheriff's Department Special Enforcement Bureau, regarded as one of the premier tactical units in the United States. The test concluded that nine (9) out of the twenty-one (21) weapons test fired at the Peace Keeper completely penetrated the Peace Keeper and a ballistic SWAT vest placed inside. Another three (3) partially penetrated the vehicle. The Los Angeles County Sheriff's Department ballistic results were alarming since several of the ammunition's tested were purchased at popular sporting goods stores and sold to civilians. Also alarming were the weapons used to fire the ammunition for the tests. These are some of the same type of weapons Department personnel have seized from armed gang members in recent months. Department staff have determined that the Peace Keeper currently utilized only has limited ballistic protection.

Most agencies operating tactical/rescue units have retired the Peace Keeper and transitioned to the Lenco Bearcat Rescue Vehicle, including the Tulare County Sheriff's Office and the Visalia Police Department, which both of the Lenco Bearcat Rescue vehicles are housed in the city of Visalia. Speaking to the above critical incident, the Sheriff did deploy the Bearcat in that incident in conjunction with the Department's Peace Keeper and saved both personnel and resident lives. The only negative issue about the deployment of the Sheriff's Bearcat in that incident was that, due to its location in Visalia, the total response time was approximately two (2) hours.

For the past several years, Department staff has explored options to replace the current Department SWAT vehicles. These options have always been limited due to the estimated \$280,000 associated with the replacement, and while partial funding is available through the Department's asset forfeiture program, full funding was not available. However, the Department has recently received a significant grant through the Fiscal Year 2019 California State Homeland Security Grant Program, which provides the additional needed funding for the purchase of a new armored rescue vehicle.

The California Office of Emergency Services has tentatively approved partial funding in the amount of \$150,484 for the Department to replace the current bank transport and Peace Keeper vehicles with an up-to-date armored rescue vehicle. Prior to releasing the award funding, the Department is required to obtain written authorization, as documented in the attached Resolution, from the City Council in approval of the purchase.

Based on the above, the Department is requesting such authorization and approval of the Resolution. The Department is also requesting that upon release of the grant funding, the Department is authorized to seek bids in accordance with City policy for an armored rescue vehicle. After bids are received, Department staff will return to Council seeking authorization to purchase the vehicle.

RECOMMENDATION: That the City Council:
1) Approve the draft Resolution in support and acceptance of FY 2019 California State Homeland Security Grant Subaward in the amount of \$150,484; and
2) Authorize Police Department staff to seek bids for an armored rescue vehicle upon receipt of the subaward.

ATTACHMENTS: 1. Draft Resolution
2. FY 2019 State Homeland Security Grant Program Document

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
IN SUPPORT AND ACCEPTANCE OF FISCAL YEAR 2019 (FY 2019)
CALIFORNIA STATE HOMELAND SECURITY GRANT SUBAWARD IN
THE AMOUNT OF \$150,484

BE IT HEREBY RESOLVED by the City Council of the City of Porterville as follows:

1. That all matching funds required for the grant project and any cash match will be appropriated as required; and
2. That any liability arising out of the performance of this agreement shall be the responsibility of the City of Porterville and City Council; and
3. That the grant funds shall not be used to supplant expenditures controlled by the City Council; and
4. That the City of Porterville Police Chief and City Attorney are authorized to execute all agreements pertaining to this grant.

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

**Subaward Agreement Regarding FY 2019 State Homeland Security Grant Programs
Funding for Equipment, Planning, Administration, Training and Exercises**

THIS AGREEMENT is entered into by and between the County of Tulare ("COUNTY") and City of Porterville ("SUBRECIPIENT"), referred to individually herein as "Party" or collectively as "Parties," on the following terms and conditions:

WHEREAS, the Fiscal Year 2019 (FY 2019) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2019 SHSGP grant;

WHEREAS, as part of its grant application, COUNTY requested sufficient funds to support certain activity(ies) or program(s) planned by SUBRECIPIENT that may be eligible for SHSGP grant funds;

WHEREAS, COUNTY was awarded FY 2019 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to allocate some of this funding to support SUBRECIPIENT'S eligible program(s) or activity(ies).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, COUNTY and SUBRECIPIENT hereby agree as follows:

1. GRANT SUBAWARD. Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT a portion of its FY 2019 SHSGP Grant for the following program and/or activity:

Department/Agency: Porterville Police Department

Program/Activity: Armored Vehicle, \$150,484

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter(s) from COUNTY ("Award Letter(s)") in accordance with this Agreement. **SUBRECIPIENT agrees not to expend any anticipated FY 2019 SHSGP grant funds until after it has received [an] Award Letter(s) authorizing the specific activity or program, and confirming the award amount.** Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Unless SUBRECIPIENT notifies COUNTY before it begins spending the funds authorized in a FY 2019 SHSGP Award Letter that it declines some or all of the program, activity, and/or funds outlined in the Award Letter, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any applicable attachments.

COUNTY reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to SUBRECIPIENT. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify

SUBRECIPIENT's authorized program, activity, award amounts, and/or performance periods, in accordance with the recommendations of the Local Approval Authority, the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT expending its subaward; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

2. PERFORMANCE PERIOD. SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on October 1, 2019. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) April 30, 2021, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2019 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

3. GRANT REQUIREMENTS AND ASSURANCES. The SUBRECIPIENT hereby agrees to review, adhere to, and comply with all COUNTY, state, and federal grant award requirements. SUBRECIPIENT acknowledges that COUNTY was required to accept and agree to the CalOES Standard Assurances (attached as **Exhibit A**, and incorporated by reference herein), and that COUNTY may be required to impose some or all of these assurances on all of its subrecipients, at all levels. Accordingly, SUBRECIPIENT specifically accepts, agrees to, and will abide by the CalOES Standard Assurances, with the understanding that everywhere it references "Applicant" or "subrecipient" in Exhibit A shall be read to refer to SUBRECIPIENT. The CalOES Standard Assurances shall be binding on the SUBRECIPIENT, as well as its successors, transferees, contractors, consultants, etc. SUBRECIPIENT acknowledges that failure to comply with any of the assurances may result in suspension, termination, or reduction of grant funds.

Some of the requirements that SUBRECIPIENT hereby agrees to comply with appear in the following documents:

- (a) Applicable Federal Regulations, including: (i) Title 2, Part 200 of the Code of Federal Regulations (CFR) (which contains, among other items, Government cost principles, uniform administrative requirements and audit requirements for Federal grant programs), and (ii) updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>;
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

By signing this Agreement, SUBRECIPIENT specifically makes the applicable certifications in Exhibit A, including the Lobbying and Political Activities and Debarment and Suspension Certifications (Paragraphs 3 and 4 of Exhibit A, respectively), as evidenced by the signature of SUBRECIPIENT's authorized agent.

4. FEDERALLY-FUNDED SERVICES. Because this grant subaward involves the provision of federal funds to SUBRECIPIENT, the terms and conditions outlined and incorporated in **Exhibit B**, "**Federally-Funded Services**," will apply to this Agreement, and are incorporated herein by reference.

5. DISPOSAL OR DISPOSITION OF PROPERTY. SUBRECIPIENT acknowledges that pursuant to 2 CFR section 200.316, any real property, equipment, and intangible property that are acquired or

improved with any SHSGP award must be held in trust by SUBRECIPIENT as trustee for the beneficiaries of the project or program under which the property was acquired or improved. SUBRECIPIENT may be required by COUNTY, CalOES, or the federal government to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with the SHSGP award and that use and disposition conditions apply to the property.

Furthermore, SUBRECIPIENT agrees that when the equipment or supplies acquired with funds from this subaward are no longer needed for the original activity or program, or for other SUBRECIPIENT activities supported by the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), SUBRECIPIENT must notify COUNTY to request instructions on proper disposition of the equipment or supplies. SUBRECIPIENT is not permitted to sell, assign, or otherwise transfer title to (or any other interest in) equipment or supplies purchased with SHSGP funds except as permitted by 2 CFR Part 200. Furthermore, SUBRECIPIENT must obtain the express written permission of COUNTY for disposition of property that may have a current per unit fair market value of \$5,000 or more. Though not exclusive or exhaustive, additional information regarding disposition of property acquired with SHSGP funds can be found at 2 CFR Part 200, sections 200.313 through 200.316.

6. SUBAWARDS AND CONTRACTS. With the understanding that not all provisions may be applicable to subawardees, SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in full or part with FY 2019 SHSGP funds.

7. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2019 SHSGP ("COUNTY Authorized Agents") are authorized to sign FY 2019 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

8. PROOF OF SUBRECIPIENT AUTHORITY. Before this Agreement will be approved by COUNTY, SUBRECIPIENT must provide to COUNTY written authorization (in the form of a resolution, or some other format specifically authorized by COUNTY) from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this Agreement is, in fact, authorized to do so.

9. DISALLOWANCE AND OFFSET. If, pursuant to this Agreement, SUBRECIPIENT requests or receives payment from COUNTY for programs, activities, or equipment, the reimbursement for which is later disallowed by the State of California or the United States Government, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, and to the

fullest extent permitted by law, COUNTY may offset the amount disallowed from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT or COUNTY.

Furthermore, if any of COUNTY's FY 2019 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2019 SHSGP grant subaward to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any amounts requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

10. MONITORING AND REPORTS. SUBRECIPIENT is responsible for oversight of the operations of the FY 2019 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2019 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities funded with FY 2019 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2019 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report and a final expenditure report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

11. MANDATORY DISCLOSURES. Pursuant to 2 CFR section 200.113, SUBRECIPIENT must disclose, in a timely manner, and in writing to COUNTY and ultimately to the federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), SUBRECIPIENT may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

12. SUBMITTING FALSE CLAIMS. Under applicable federal and state law, if SUBRECIPIENT submits a false claim to COUNTY under this Agreement, then SUBRECIPIENT will be liable to COUNTY for the statutory penalties set forth in those statutes, including, but not limited to statutory fines, treble damages, costs, and attorneys' fees. SUBRECIPIENT will be deemed to have submitted a false claim to COUNTY if SUBRECIPIENT:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY, State, or the Federal Government by getting a false claim allowed or paid by COUNTY
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY;

or

- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

13. INSURANCE. SUBRECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUBRECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUBRECIPIENT agrees that coverage limits specified within the Agreement will not be used to reduce limits of coverage from SUBRECIPIENT'S full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

14. LIABILITY OF COUNTY. COUNTY's payment obligations to SUBRECIPIENT for FY 2019 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.

(a) To the fullest extent permitted by law, SUBRECIPIENT must indemnify, defend (at SUBRECIPIENT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect, and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of SUBRECIPIENT with respect to any activities and/or programs performed, training provided, or items purchased or used under or in relation to this Agreement (including, without limitation, the acts, errors, and/or omissions of SUBRECIPIENT, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). SUBRECIPIENT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to

SUBRECIPIENT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to defense or indemnification under this Agreement. An allegation or determination that persons other than SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SUBRECIPIENT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit SUBRECIPIENT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) SUBRECIPIENT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

16. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

COUNTY will not impose sanctions on SUBRECIPIENT for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would

substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2019 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, COUNTY may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for SUBRECIPIENT's failure to comply with applicable federal statutes or regulations, including those specifically incorporated into this Agreement by reference, SUBRECIPIENT is advised that the COUNTY's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate any of SUBRECIPIENT's obligations to indemnify, defend, or hold harmless; to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing applicable obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where SUBRECIPIENT's activities or programs have been terminated by the COUNTY for cause, said termination will not affect any rights of the COUNTY to recover damages from or against SUBRECIPIENT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, COUNTY Authorized Agents may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, a change in SHSGP grant funding to COUNTY, or a failure or refusal by SUBRECIPIENT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

17. RECORDS. SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2019 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition,

SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees, subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

SUBRECIPIENT further agrees to make all such records available to federal, state, and COUNTY government representatives, as further specified in Exhibit A, Paragraph 9 and Exhibit B, Paragraph 10. SUBRECIPIENT shall ensure that members of the public also have access to such records upon request, in accordance with the Freedom of Information Act and the California Public Records Act. SUBRECIPIENT specifically agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. SUBRECIPIENT may be ineligible for award of any future grants if COUNTY or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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

COUNTY:

Andrew Lockman
Emergency Services Manager
Tulare County HHSA/Office of
Emergency Services
5957 S Mooney Blvd
Visalia, CA 93277
Phone No.: (559) 624-7498
Fax No.: (559) 624-7499

With a Copy To:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrell Ave.
Visalia, CA 93291

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

SUBRECIPIENT:

[NAME]
[ADDRESS]
[PHONE]
[FAX]

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

19. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be

terminated at the option of the affected party, and some or all of the grant money may need to be returned to COUNTY. Such a termination will be treated as a termination for cause, in accordance with Paragraph 16 above. In all other cases, the remainder of the Agreement shall continue in full force and effect.

20. MODIFICATION. No part of this Agreement may be modified without the written consent of both Parties.

21. EXHIBITS AND RECITALS. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. GOVERNING LAW. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Tulare County, California.

23. FURTHER ASSURANCES. Each Party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

24. NO THIRD PARTY BENEFICIARIES. 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.

25. WAIVERS. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

26. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

27. ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between or among the body of the Agreement and any Award Letter or other communication between COUNTY and SUBRECIPIENT, then the terms and conditions of the body of this Agreement shall prevail.

28. ASSIGNMENT. This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2019 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

29. COMPLIANCE WITH LAWS. SUBRECIPIENT shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

30. CONFLICT OF INTEREST

(a) SUBRECIPIENT agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including SUBRECIPIENT, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on SUBRECIPIENT or any business firm in which SUBRECIPIENT has an interest, with certain narrow exceptions.

(b) SUBRECIPIENT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

31. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

32. CERTIFICATION AND ACKNOWLEDGEMENT: The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the SUBRECIPIENT. As the duly authorized representative of the SUBRECIPIENT, the undersigned hereby certifies that the SUBRECIPIENT has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the FY 2019 SHSGP application, within the prescribed timelines.

The undersigned further acknowledges that the SUBRECIPIENT is responsible for reviewing and adhering to all COUNTY, state, and federal grant award requirements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year signed by the last Party below.

SUBRECIPIENT

By: _____
[Title]

Date: _____

ATTEST:

By: _____

Approved as to form:

By: _____

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST: JASON T. BRITT
County Administrative Officer/
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form: County Counsel

By: _____
Deputy, Matter No. 20191550.

EXHIBIT A



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

EXHIBIT A

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) 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.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) 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.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

EXHIBIT A

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application 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;
- (c) 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)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

EXHIBIT A

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

EXHIBIT A

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

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10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

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16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

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24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

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31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

Federally-Funded Services

(Pursuant to Appendix II, 2 CFR Part 200)

(1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the SUBRECIPIENT agrees as follows: (1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The SUBRECIPIENT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBRECIPIENT'S legal duty to furnish information. (4) The SUBRECIPIENT 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 advising the said labor union or workers' representatives of the SUBRECIPIENT'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in 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 as otherwise provided by law. (8) The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event SUBRECIPIENT becomes involved in, or is

EXHIBIT B

threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The SUBRECIPIENT and each of its subcontractors shall include this equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). If this Agreement involves payment for construction services in excess of \$2,000, then the SUBRECIPIENT must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the SUBRECIPIENT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the SUBRECIPIENT is required to pay wages not less than once a week. The COUNTY must provide SUBRECIPIENT with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The SUBRECIPIENT’S execution of the subject Agreement constitutes the SUBRECIPIENT’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). SUBRECIPIENT must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the SUBRECIPIENT and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

EXHIBIT B

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the SUBRECIPIENT must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the SUBRECIPIENT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement. If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. If this Agreement involves payments for services in excess of \$150,000, then the SUBRECIPIENT must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689). By execution of this Agreement, SUBRECIPIENT certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the SUBRECIPIENT certifies to the COUNTY that it will not and has not used Federally-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. The SUBRECIPIENT must also disclose to the COUNTY in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials. Pursuant to 2 CFR § 200.322, COUNTY and SUBRECIPIENT must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by

EXHIBIT B

the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access. Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(a) Retention requirements for records. SUBRECIPIENT must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the SUBRECIPIENT is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the SUBRECIPIENT.

(v) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the SUBRECIPIENT'S fiscal year in which the program income is earned.

(vi) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

2. *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3- year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(b) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the SUBRECIPIENT should, whenever practicable, collect,

EXHIBIT B

transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the SUBRECIPIENT upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(c) Access to records.

(i) Records of SUBRECIPIENT. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the State of California, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents.

(ii) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the SUBRECIPIENT and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(iii) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon SUBRECIPIENT.



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Approval of Fiscal Year 2019/2020 Transportation Agreement with the County of Tulare

SOURCE: Public Works

COMMENT: Since 1983, the City of Porterville has maintained an annual agreement with the County of Tulare to provide coordinated public transportation services to residents within the Porterville urbanized area. The current Agreement expired June 30, 2019, and it is proposed the attached successor Agreement be approved and maintained for FY 2019/2020.

Traditionally, the County has shared in the net operating cost of the system, i.e., total operating costs less fare box revenues in proportion to the ridership percentage from the unincorporated area as experienced over the previous Agreement year.

The County's contribution to City transit operations for the FY 2019/2020 Agreement will be \$427,972, a 7.41% increase from last year's contribution of \$398,441.

Compensation for the period July 1, 2019 through June 30, 2020, will be as follows:

Demand Response	\$57,475
Fixed Route	\$311,531
Depreciation	\$58,966
 Total Payment	 \$427,972

RECOMMENDATION: That the City Council enter into an Agreement with the County of Tulare for FY 2019/2020 to provide service to County residents within the service area boundary, and authorize the Mayor to execute the Agreement on behalf of the City.

ATTACHMENTS: 1. FY 2019/2020 Local Transportation Funds Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

1 **AGREEMENT**

2 THIS AGREEMENT, is entered into as of this _____ day of _____, 2020, by
3 and between the COUNTY OF TULARE, hereinafter referred to as the "County", and the CITY
4 OF PORTERVILLE, hereinafter referred to as the "City".

5 **W I T N E S S E T H:**

6 WHEREAS, the County and the City desire to coordinate their respective public
7 transportation systems in the Porterville urbanized area; and

8 WHEREAS, there are and will continue to be citizens of the County who can reasonably be
9 served by the City's transit system and there are and will continue to be citizens of the City who
10 can reasonably be served by the County's transit system; and

11 WHEREAS, the County and the City recognize the goals of providing a transportation
12 system to the general public at a reasonable fare and that providing coordinated public
13 transportation service within the Porterville urbanized area; and

14 WHEREAS, the County and the City desire to provide for the Joint Exercise of Powers for
15 the purpose of providing and maintaining public transportation systems in the Porterville
16 urbanized area;

17 NOW, THEREFORE, County and City mutually agree as follows:

18 1. **Scope of Work.** The County and City shall each control, manage, and operate a
19 separate transit system. The City and County shall furnish each other thirty (30) days prior
20 written notice of any and all service level and fare level changes.

21 (a) **County.** The County shall provide transit service to those residents of the
22 City desiring to use the regularly scheduled service of the County transit system. The
23 County shall establish bus stop location(s) within the City which will interface with
24 the City bus stop locations and facilitate system transfers. The County stop(s) shall be
25 established at locations acceptable to the City. Approval on behalf of the City shall
26 be given by the City Transit Coordinator.

27 (b) **City.** The City shall establish a series of bus stop locations within the
28 County. The City stops shall be established at locations acceptable to the County.
29 Approval on behalf of the County shall be given by the Director of Transportation.
30 The City shall provide transit service to County residents desiring transit service
31 within the urbanized service area as set forth in Exhibit "A" which is attached hereto
32 and made a part hereof by this reference.

33 2. **Management-County.** The County shall manage the County transit system in an
34 appropriate manner, insuring cost effective operation, including marketing the system in a
35 professional manner and collecting fares from riders on the County transit system.

1 3. **Management-City.** The City shall manage the City transit system in an
2 appropriate manner, insuring cost effective operation, including marketing the system in a
3 professional manner and collecting fares from riders on the City transit system.

4 4. **Compensation.** The County shall compensate the City for service to County
5 residents living in the herein agreed upon service area. Compensation shall be limited to a
6 set dollar amount of \$427,972. Compensation for the period July 1, 2019 through June 30,
7 2020, will be as follows:

8		
9	Demand Response	\$ 57,475
10	Fixed Route	\$311,531
11	Depreciation	\$ 58,966
12	Total Payment	\$427,972

13 5. **Authorization of Payment.** FTA Section 5307 Funds will be claimed by the City on
14 the County's behalf. The County by this Agreement authorizes the Tulare County
15 Association of Governments to transfer \$427,972 from the County's 2019/20
16 Apportionment of State Transit Assistance Funds, and/or Local Transportation Funds to the
17 City of Porterville's Apportionment. The County further authorizes the City to claim said
18 \$427,972 as full payment for services under this Agreement. In case of termination of this
19 Agreement prior to June 30, 2020, the County agrees to compensate the City for a
20 proportional amount of the sum of \$427,972 based upon the number of days the services
21 were provided by the City during a 365 day period.

22 6. **FTA Funds.** Per the 2010 Census, the Porterville urbanized area has a population of
23 72,329; 54,247 (75.0%) of which are City residents, and 18,082 (25.0%) of which are
24 County residents. The Porterville Urbanized Area is eligible to receive Federal Transit
25 Administration (FTA) Funds from Section 5307. The City of Porterville will be the
26 claimant of these funds. The amount included under Section 4 "compensation" reflects a
27 credit of Section 5307 Funds to the County from the City.

28 7. **Renegotiation.** In the event a contract between the Federal Transit
29 Administration and the City of Porterville is not executed by June 30, 2020 for the Section
30 5307 Funds specified in paragraphs 4, 5 and 6, this contract may be renegotiated to reflect
31 this condition.

32 8. **Drivers.** The parties shall require that all transit drivers meet all licensing
33 requirements of the State of California.

34 9. **Indemnification-City.** City shall hold harmless, defend and indemnify County,
35 its agents, officers and employees from and against any liability, claims, actions, costs,
36 damages or losses of any kind, including death or injury to any person and/or damage to

1 property, arising out of the activities of City or its agents, officers and employees under this
2 Agreement. This indemnification specifically includes any claims that may be made
3 against County by any taxing authority asserting that an employer-employee relationship
4 exists by reason of this Agreement. This indemnification obligation shall continue beyond
5 the term of this Agreement as to any acts or omissions occurring under this Agreement or
6 any extension of this Agreement.

7 **10. Indemnification-County.** County shall hold harmless, defend and indemnify
8 City, its agents, officers and employees from and against any liability, claims, actions,
9 costs, damages or losses of any kind, including death or injury to any person and/or damage
10 to property, arising out of the activities of County or its agents, officers and employees
11 under this Agreement, and any claims made against County alleging civil rights violations
12 by City under Government Code section 12920 et seq. (California Fair Employment and
13 Housing Act). This indemnification obligation shall continue beyond the term of this
14 Agreement as to any acts or omissions occurring under this Agreement or any extension of
15 this Agreement.

16 **11. Insurance-Liability.** The City and the County shall each provide comprehensive
17 general public liability and comprehensive automotive liability insurance with single limit
18 coverage of not less than \$5,000,000 or equivalent self-insurance covering their activities
19 under this Agreement. Prior to commencing operations, each party shall file with the Clerk
20 of the other party certificates of insurance evidencing the coverage required herein and
21 naming the other party, its officers, agents and employees as additional insured's. Such
22 certificates shall state that the named additional insured's are not responsible for the
23 payment of any premium or assessment and shall provide that in the event of a cancellation
24 or material change of policy, the insurer shall give the named additional insured's no less
25 than thirty (30) days advance written notice of such cancellation or change. Upon request,
26 each party shall provide the other with a complete copy of the insurance policy or policies
27 or evidence and terms of self-insurance as required herein.

28 The parties agree, during the term of the Agreement, to maintain at their own expense
29 (or require of their independent contractors) all necessary insurance for their respective
30 officers, employees, and agents, including but not limited to workers' compensation,
31 disability and unemployment insurance in accordance with state statutory requirements and
32 to provide certificates of such insurance or other evidence of compliance to the other party
33 upon request. The insurance, and evidence thereof, required by this Agreement may be
34 provided either directly by the parties or, if a party contracts with an independent
35 contractor/operator to provide the services required by this Agreement, by the operator of
36 that party's system as deemed appropriate by such party.

1 **12. Term of Agreement.** This Agreement shall become effective July 1, 2019 and
2 shall continue in full force and effect until June 30, 2020 unless terminated earlier, as
3 herein provided.

4 **13. Termination.** The right to terminate this Agreement under this provision may be
5 exercised without prejudice to any other right or remedy to which the terminating party may
6 be entitled at law or under this Agreement.

7 (a) Without Cause. Either party shall have the right to terminate this
8 Agreement without cause by giving the other party SIXTY (60) days prior written
9 notice of its intention to terminate pursuant to this provision, specifying the date of
10 termination.

11 (b) With Cause. This Agreement may be terminated by either party should the
12 other party:

- 13 (i) be adjudged a bankrupt, or
- 14 (ii) become insolvent or have a receiver appointed, or
- 15 (iii) make a general assignment for the benefit of creditors, or
- 16 (iv) suffer any judgment which remains unsatisfied for 30 days, and which
17 would substantively impair the ability of the judgment debtor to perform under
18 this Agreement, or
- 19 (v) materially breach this Agreement.

20 For any of the occurrences except item (v), termination may be effected upon
21 written notice by the terminating party specifying the date of the termination. Upon a
22 material breach, the Agreement may be terminated following the failure of the
23 defaulting party to remedy the breach to the satisfaction of the non-defaulting party
24 within FIFTEEN (15) days of written notice specifying the breach. If the breach is
25 not remedied within that FIFTEEN (15) day period, the non-defaulting party may
26 terminate the Agreement on further written notice specifying the date of termination.

27 If the nature of the breach is such that it cannot be cured within a FIFTEEN (15)
28 day period, the defaulting party may, submit a written proposal within that period
29 which sets forth a specific means to resolve the default. If the non-defaulting party
30 consents to that proposal in writing, which consent shall not be unreasonably
31 withheld, the defaulting party shall immediately embark on its plan to cure. If the
32 default is not cured within the time agreed, the non-defaulting party may terminate
33 upon written notice specifying the date of termination.

34 (c) Effects of Termination. Termination of this Agreement shall not terminate
35 any obligations to indemnify, to maintain and make available any records pertaining

1 to the Agreement, to cooperate with any audit, to be subject to offset, or to make any
2 reports of pre-termination contract activities.

3 14. **Notices.** Any notices to be given shall be written and served either by personal
4 delivery or by first class mail, postage prepaid and addressed as follows:

5 County: Director of Transportation
6 Resource Management Agency
7 5961 S. Mooney Blvd.
8 Visalia, CA 93277
9

10 City: Transit Coordinator
11 City of Porterville
12 291 N. Main Street
13 Porterville, CA 93257

14 15. **Integration.** This Agreement constitutes the sole and only Agreement between
15 the parties hereto as to the services to be provided hereunder. Any prior agreements,
16 promises, negotiations or representations as to such services not expressly referred to herein
17 are of no force and effect.

18 16. **Modification.** The City and County shall furnish each other thirty (30) days prior
19 written notice of any and all recommended service level and fare level changes. The City
20 shall request and receive approval from the County Director of Transportation prior to any
21 changes in service levels or fare levels in unincorporated areas of the service area. Except
22 for said changes, this Agreement shall be modified or amended only with the prior written
23 consent of both parties.

24 17. **Assignment.** Neither party shall assign or transfer any of the rights or privileges
25 or any parts thereof of this Agreement without the other party's prior written consent.

26 18. **Records.** Each party agrees to maintain all books, records, documents, and other
27 evidence pertaining to this Agreement, any disputes surrounding the subject matter of this
28 Agreement, and any other related circumstances in accordance with generally accepted
29 accounting principles and practices. Each party shall allow the other party's agents or
30 representative's access to such records for inspection, audit, and copying during normal
31 business hours. Each party shall provide further facilities for such access and inspection.

32 19. **Surveys.** Either the City or the County may conduct periodic ridership surveys.
33 Said surveys shall not interfere with the operation of the system.

34 20. **Legal Operation.** City and County each shall carry out its obligations under this
35 Agreement in full compliance with all applicable federal, state and local laws, ordinances,
36 rules and regulations.

21. Construction. 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.

22. **Governing Law.** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement shall be brought in Tulare County California. City waives the removal provisions of California Code of Civil Procedure Section 394.

23. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. The remainder of the Agreement shall continue in full force and effect.

24. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

25. No Third Party Beneficiaries. 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.

26. Waivers. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

27. Exhibits and Recitals. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

29. Assurances of Non-Discrimination. City and County expressly agrees that it will not discriminate in employment or the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

COUNTY OF TULARE

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ATTEST: Jason Britt,
County Administrative Officer/
Clerk of the Board of Supervisors.

By _____
Deputy

ATTEST: Clerk of City of Porterville

By _____
Deputy

Approved as to Form,
County Counsel

By _____
Deputy

By _____
Chairman, Board of Supervisors
"COUNTY"

CITY OF PORTERVILLE

By _____
Mayor "CITY"

Approved as to Form,
City Attorney

By _____
City Attorney



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Community Clean Up Events

SOURCE: Public Works

COMMENT: To encourage local property maintenance and beautification, the City sponsors two (2) community clean up events each year; one in the Spring and one in the Fall. These events offer City residential customers free disposal of general trash, bulky items, woodwaste, yard clippings, and e-waste at the City's Corporation Yard. Last year's Spring event saw 648 vehicles, with the Fall event seeing 582 vehicles.

Based on the success of prior events, staff recommends the City again host both Community Clean Up Events in 2020. The proposed event dates are Saturday, April 25th and Saturday, October 17th. Staff is unaware of any community event conflicts with these dates. As is the past, the events are open to all residents receiving City residential refuse service. Staff estimates costs for both events to be approximately \$11,000 funded through the Solid Waste Operating Budget.

RECOMMENDATION: That City Council:

1. Declare April 25, 2020, "Spring Clean Up Day" and October 17, 2020, "Fall Clean Up Day";
2. Encourage all residents to clean up their properties and take advantage of these special opportunities offered by the City;
3. Authorize the City to accept trash, litter, and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean Up Events for free disposal; and
4. Authorize the cost of both events to be funded from the Solid Waste Operating Budget.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of 55 gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to 50 gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City of Porterville will need to submit its plan for compliance for approval by the State Water Resources Control Board.

At its last meeting on December 17, 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 were 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 initial 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 eighty (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 forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (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 Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff continues to work 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.

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 began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains. Staff is coordinating with State staff on addressing these new isolated needs.

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. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019.

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 fourteen (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.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the 31 residences the system serves. 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 has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

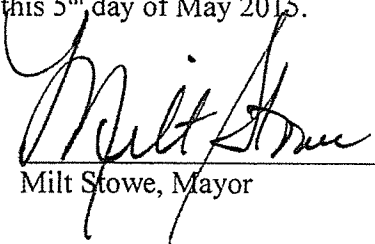
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

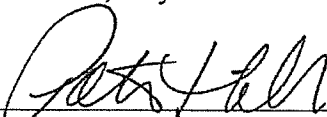
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

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

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

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

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

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

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

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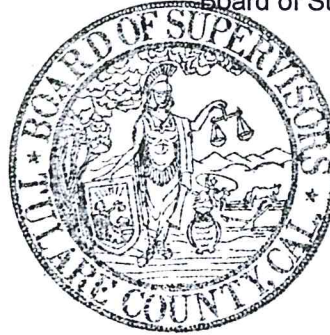
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

Legend

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

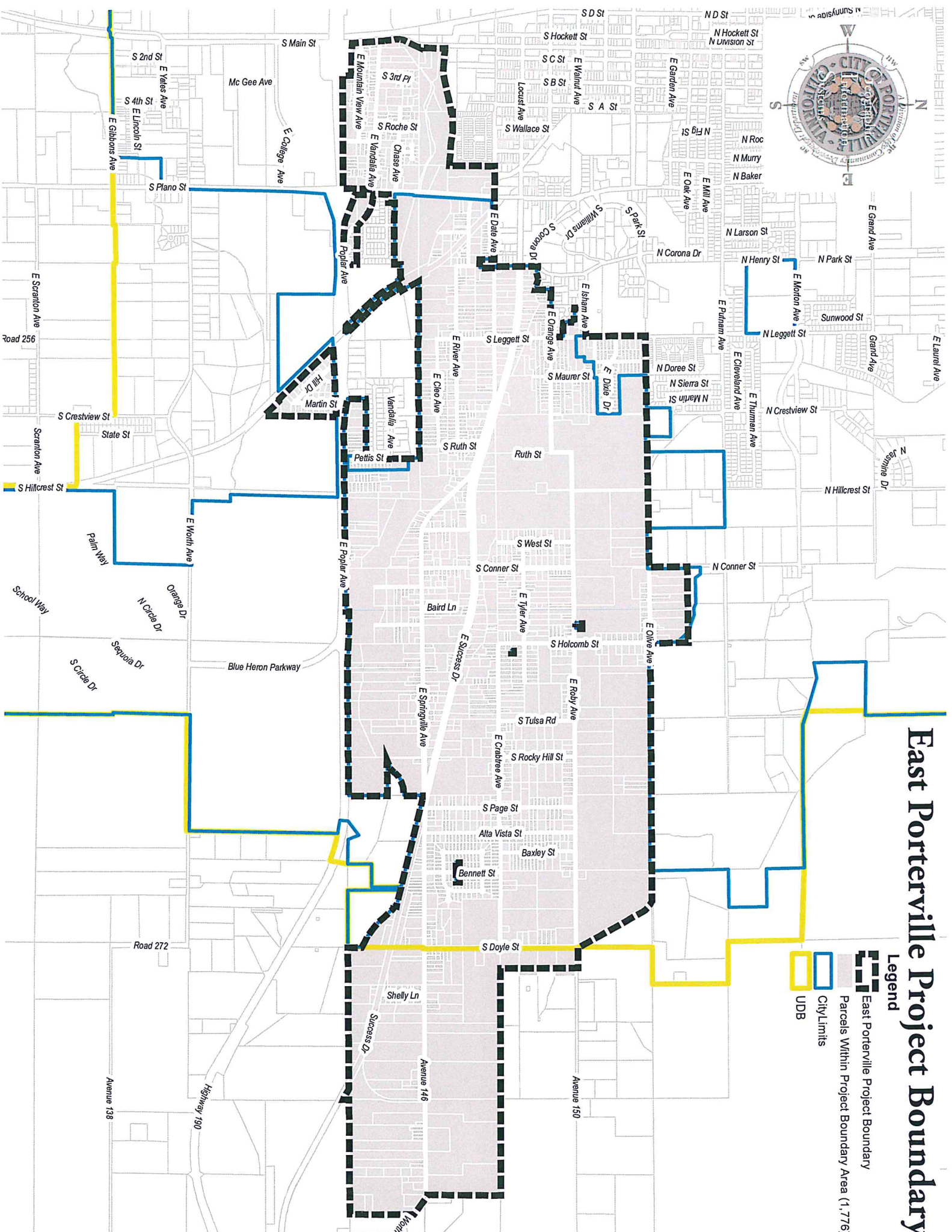


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

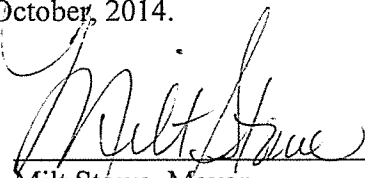
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

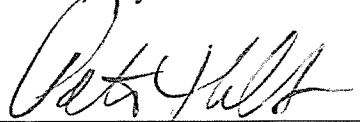
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

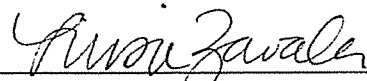
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

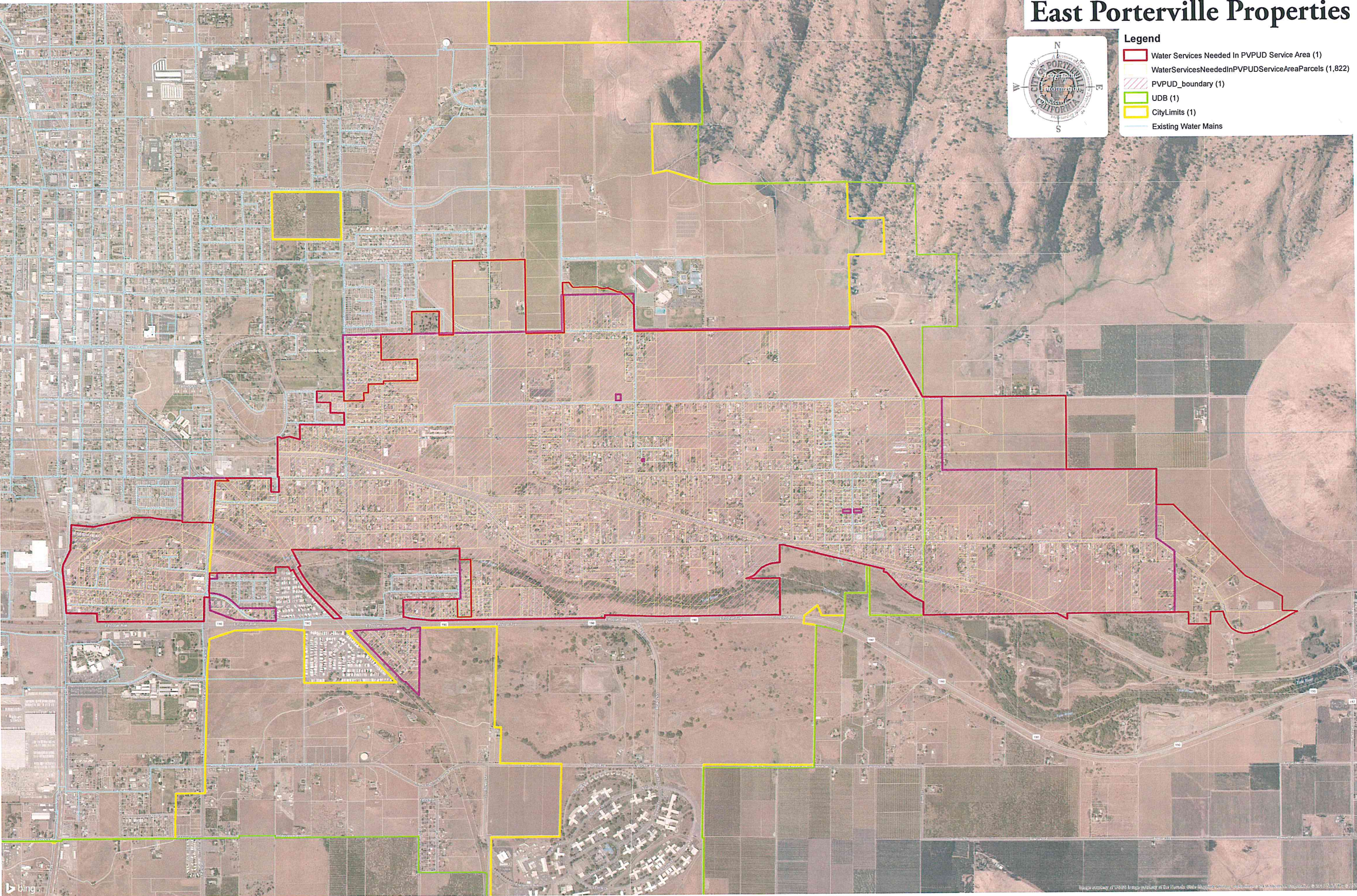
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

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

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

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

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

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

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

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

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



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

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

Dear Mr. Reed:

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

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

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

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

Sincerely,

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

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

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

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

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

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

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

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

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

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

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

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

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

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

I FURTHER ORDER THAT:

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

MAINTAINING CONSERVATION AS A WAY OF LIFE

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

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

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

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

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

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

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

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

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


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – JANUARY 21, 2020

- SUBJECT:** Consideration of the Woodland Tentative Subdivision Map
- SOURCE:** Community Development
- BACKGROUND:** On March 13, 2019, the Project Review Committee reviewed project PRC 2019-008, a tentative subdivision map proposing to develop a portion of a 9.59± acre parcel in southern Porterville, between Indiana and Wisconsin Streets, north of the Poplar Ditch. The Woodland Subdivision (working title "Tsai Subdivision") would subdivide the northern portion of Assessor Parcel Number 268-100-005, leaving the southerly 1.6± acres as an undeveloped remainder. The proposed eight (8±) acre residential subdivision consists of 32 detached single-family residential lots, a 6,019± square foot pocket park, and internal streets. The project would also include improvements to both Wisconsin Street and Indiana Street along the frontages of the subject site.
- COMMENT:** The proposed tentative subdivision map would provide new single family residential housing on lots generally ranging from 6,000 to 10,000 square feet, and is compatible with the requirements of Series 400: Land Divisions of the Development Code. Circulation is provided through the planned internal streets, which include parkway strips, street lights, and sidewalks. The subdivision provides connectivity between Wisconsin and Indiana Streets. In order to meet the requirement for park space, the project includes a 6,019± square foot pocket park, which would be improved prior to dedication to the City for inclusion in the Lighting and Landscape Maintenance District.
- The project would be developed in one (1) phase. Construction is anticipated to last approximately one (1) year, beginning as soon as entitlements and final map preparations can be completed. The City's General Plan Land Designation for the project site is Low Density Residential. The Low Density Residential designation represents typical single-family subdivisions, where maximum residential density is 6.0 units per gross acre. The proposed project has a gross density of 3.3 units per acre, and a net density of six (6) units per acre, which is consistent not only with the General Plan, but also the zoning classification of RS-2 (Low Density Residential).

ANALYSIS: The proposed land division and subsequent development of the site will provide needed housing in conformance with the City's General Plan Land Use and Housing Elements. Staff and the applicant's agent have worked through various design details to ensure that the tentative subdivision map meets the requirements of the Development Code and General Plan, and complies with the California Subdivision Map Act and all other applicable codes.

Existing residences to the north and northwest of the site were developed at lower densities, with average lots approximately one (1) acre in size. This development were consistent with the planning standards of Tulare County, and generally homes were constructed several years before the area was incorporated in 2006. Conversely, the development to the southeast, and planned development to the east are planned at a density compatible with the proposed project and the current General Plan land use designation and zoning classification of Low and Very-Low density residential.

The proposed subdivision and subsequent development of 32 single family housing units assists the City in meeting our Regional Housing Needs Assessment as well as furthers the goals of the City's Housing Element and the State's prioritization of new housing stock, in response to the crisis of housing shortage in California.

ENVIRONMENTAL REVIEW: On December 18, 2019, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project in light of the studies prepared and with implementation of defined mitigation measures related to Biological Resources, Cultural Resources, Greenhouse Gas Emissions, and Noise. The Initial Study and proposed Mitigation Measures have been transmitted to interested agencies, groups, and individuals for a 30-day review period from December 21, 2019 through January 19, 2020. At the time of writing the staff report, no written comments were received; however, a few neighbors have asked questions and received information regarding this subdivision and the previously approved Royal Oaks and Sierra Meadows Developments.

RECOMMENDATION: That the City Council:
1) Conduct the Public Hearing;
2) Adopt the draft Resolution approving the Mitigated Negative Declaration; and
3) Adopt the draft Resolution approving the Woodland Tentative Subdivision Map.

ATTACHMENTS:

1. Draft Resolution - Environmental Document
2. Draft Resolution - Tentative Subdivision Map

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A
MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR THE
PROPOSED WOODLAND TENTATIVE SUBDIVISION MAP (PRC 2019-008)

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of January 21, 2020, conducted a public meeting to consider approval of a Mitigated Negative Declaration which evaluates the environmental impacts of a Tentative Subdivision Map, for the 9.59± acres located on the northwest corner of Indiana Avenue and Poplar Ditch (APN 268-100-005); and

WHEREAS: Tentative Subdivision Map (PRC 2019-008-S) proposes 32 single family residential parcels with lots ranging from 6,000 to 10,000 square feet parcels; and

WHEREAS: On December 18, 2019, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the Tentative Subdivision Map and subsequent development of the Woodland Tentative Subdivision Map (which had a working title of Tsai Subdivision) in a manner consistent with City codes and plans; and

WHEREAS: The proposed Project is consistent with the goal, policies and land use designation of the Porterville 2030 General Plan. The General Plan designates the site as Low Density Residential, and is supported by as supported by the RS-2 (Low Density Residential) zoning. The proposed subdivision will be developed within the density allowed by the General Plan.

WHEREAS: The City Council considered the following findings in its review of the environmental circumstances for this project:

1. That a Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act.
2. The development of the Tentative Subdivision Map will not create adverse environmental impacts on biological resources or adjacent neighborhoods when mitigation measures are implemented and standards of the Development Ordinance and General Plan are applied to the subsequent development project.
3. That the City Council is the decision making body for the project.
4. On December 18, 2019, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project in light of the studies prepared and with implementation of defined mitigation measures related to Biological Resources, Cultural Resources, Greenhouse Gas Emissions, and Noise. The Initial Study and proposed Mitigation Measures have

been transmitted to interested agencies, groups, and individuals for a 30 day review period from December 21, 2019 through January 19, 2020. At the time of writing the staff report, no written comments were received.

5. That review of the environmental circumstances regarding this project indicates that no adverse impacts would occur to biological resources, cultural resources, greenhouse gas and noise when the mitigation measures are implemented and standards of the Development Ordinance and General Plan are applied. Mitigation measures to reduce impacts to less than significant were defined and have been incorporated in the Mitigation Monitoring Program which is attached as an exhibit to the Mitigated Negative Declaration (Exhibit A). In addition to these mitigation measures, any further mitigation measures recommended by a responsible or trustee agency shall be upheld at the expense of the applicant with the oversight of the City and said responsible or trustee agency.
6. That the environmental assessment and analysis prepared for this project supporting the Mitigation Negative Declaration reflects the independent judgement of the City of Porterville.
7. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Mitigated Negative Declaration for this project. The developer/applicant will be required to sign a document committing to comply with the adopted mitigation measures prior to any construction on the site.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby approve the Mitigated Negative Declaration prepared for the Tentative Subdivision Map, and the subsequent development of the Woodland Subdivision in a manner consistent with City codes and plans, and that the mitigation measures defined in Exhibit A shall be implemented by the developer/applicant or his/her partners and successors with project implementation.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2020.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the City of Porterville's Tsai Subdivision Project (proposed Project). The MMRP lists mitigation measures recommended in the IS/MND for the proposed Project and identifies monitoring and reporting requirements as well as conditions recommended by responsible agencies who commented on the project.

The first column of the Table identifies the mitigation measure. The second column, entitled "Party Responsible for Implementing Mitigation," names the party responsible for carrying out the required action. The third column, "Implementation Timing," identifies the time the mitigation measure should be initiated. The fourth column, "Party Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last column will be used by the City to ensure that individual mitigation measures have been monitored.

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
<u>Swainson's Hawk</u> BIO-1: To the extent practicable, construction shall be scheduled to avoid the Swainson's hawk nesting season, which extends March through August. If it is not possible to schedule work between September and February, a qualified biologist shall conduct a survey for active Swainson's hawk nests within 0.5 miles of the Project site no more than 14 days prior to the start of construction. If an active nest is found within 0.5 miles, and the qualified biologist determines that Project activities would disrupt nesting, a construction-free buffer or limited operating period shall be implemented in consultation with CDFW.	Project Applicant	Prior to and during construction	Project Applicant / City of Porterville	
<u>American Badger</u> BIO-2: To protect American badger, a qualified biologist shall conduct a pre-construction survey in suitable land cover on and within 50 feet of the Project site no more than 14 days prior to the start of construction. If American badger activity (dens, digging, or direct observation) is detected, the qualified biologist shall establish an exclusion zone of 50 feet between any active dens and the work area. Exclusion fencing shall be installed around the work area to prevent American badgers from entering. If a 50-foot exclusion zone cannot be established, a site-				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
specific plan to minimize the potential for Project activities to affect the survival or reproductive success of American badger shall be developed by the qualified biologist and implemented in consultation with CDFW. <u>Pallid Bat</u> BIO-3: To the extent practicable, construction shall be scheduled to avoid pallid bat pupping season, which extends from April through July. If it is not possible to schedule work between August and March, a qualified biologist shall conduct a survey for active pallid bat maternal colonies in large trees along Poplar Ditch no more than 14 days prior to the start of construction. If an active colony is found, and the qualified biologist determines that Project activities would disrupt breeding, a construction-free buffer or limited operating period shall be implemented in consultation with CDFW. <u>Migratory Birds</u> BIO-4: To the extent practicable, construction shall be scheduled to avoid the nesting season, which extends from February through August. If it is not possible to schedule construction between September and January, a pre-construction clearance survey for nesting birds shall be conducted by a qualified biologist to ensure that no				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
active nests will be disturbed during the implementation of the Project. A pre-construction survey will be conducted no more than 14 days prior to the start of construction activities. During this survey, the qualified biologist shall inspect all potential nest substrates in and immediately adjacent to the impact areas, including within 250 feet in the case of raptor nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist shall determine the extent of a construction-free buffer to be established around the nest. If work cannot proceed without disturbing the nesting birds, work may need to be halted or redirected to other areas until nesting and fledging are completed or the nest has failed for non-construction related reasons.				
CUL-1 • Before initiation of construction or ground-disturbing activities associated with the Project, the Project proponent for all Project phases shall require all construction personnel to be alerted to the possibility of buried cultural resources, including historic, archeological and paleontological resources; • The general contractor and its supervisory staff shall be responsible for monitoring the	Project Applicant	Prior to and during construction	Project Applicant	

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
construction Project for disturbance of cultural resources; and If a potentially significant historical, archaeological, or paleontological resource, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains or trash deposits are encountered during subsurface construction activities (i.e., trenching, grading), all construction activities within a 100-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation (DPR) forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under California Environmental Quality Act, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. The City				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
of Porterville shall implement said measures.				
CUL-2 The Project applicant will incorporate into the construction contract(s) a provision that in the event a fossil or fossil formations are discovered during any subsurface construction activities for the proposed Project (i.e., trenching, grading), all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at the City of Porterville, who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the City shall implement those measures, which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code section 21083.2.	Project Applicant	During construction	Project Applicant	
GHG-1 The project applicant shall demonstrate compliance with the applicable BPS strategies to the Planning Division prior to the issuance of a building permit. The following PBS strategies are considered to be	Project Applicant	During project design and construction	Project Applicant	

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project: • The project applicant shall provide a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities. • The project applicant shall ensure site design and building placement minimize barriers to pedestrian access and interconnectivity. Physical barriers such as wells, berms, landscaping, and slopes between residential uses that impede bicycle or pedestrian circulation shall be eliminated. In addition, barriers to pedestrian access of neighboring facilities and sites shall be minimized. • Any transit stops associated with the project shall be provided with safe and convenient bicycle/pedestrian access and provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting). • The project applicant shall install energy efficient roofing materials. • The project applicant shall incorporate bike lanes and routes into the street system. • The project applicant shall plant trees to provide shade. • The project applicant shall install only natural gas or electric stoves in residences. The project applicant shall				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
install energy efficient heating and cooling systems, appliances and equipment, and control systems.				
NO-1 During construction activities, delivery trucks serving the Project shall be limited to between 6:00 A.M. and 9:00 P.M. Monday through Friday and between 7:00 A.M. and 5:00 PM on Saturday or Sunday to avoid noise-sensitive hours of the day.	Project Applicant	During construction and operation	Project Applicant	
NO- 2 Construction activities shall be limited to between 6:00 A.M. and 9:00 P.M. Monday through Friday and between 7:00 A.M. and 5:00 PM on Saturday or Sunday to avoid noise-sensitive hours of the day. Construction activities shall be prohibited on holidays (President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, and New Year's Day).	Project Applicant	During construction and operation	Project Applicant	
NO-3 The Project Applicant shall require the construction contractor to ensure that construction equipment noise is minimized by muffling and shielding intakes and exhaust on construction equipment (in accordance with the manufacturer's specifications) and by shrouding or shielding impact tools.	Project Applicant	During construction	Project Applicant	

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL FOR THE WOODLAND
TENTATIVE SUBDIVISION MAP FOR THAT 9.59± ACRE VACANT SITE GENERALLY
LOCATED ON THE WEST SIDE OF INDIANA STREET,
NORTH OF THE POPLAR DITCH

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of January 21, 2020, conducted a public meeting to consider approval of a Mitigated Negative Declaration which evaluated the environmental impacts of a Tentative Subdivision Map, for the development of the Woodland Tentative Subdivision map ("Exhibit A"), proposing to develop a portion of a 9.59± acre parcel in southern Porterville, between Indiana and Wisconsin Streets, north of the Poplar Ditch. The Woodland Subdivision would subdivide the northern portion of Assessor Parcel Number 268-100-005, leaving the southerly 1.6± acres as an undeveloped remainder. The proposed 8± acre residential subdivision consists of 32 detached single-family residential lots, a 6,019± square foot pocket park, and internal streets. The project would also include improvements to both Wisconsin Street and Indiana Street along the frontages of the subject site; and

WHEREAS: The City Council, at its regular scheduled meeting of January 21, 2020, conducted a public hearing to consider the proposed Tentative Subdivision Map (PRC 2019-008-S) for 32 single family residential parcels. At the conclusion of the public hearing, the City Council adopted a resolution approving a Mitigated Negative Declaration for the proposed project; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed tentative subdivision map; and

WHEREAS: The City Council made the following findings:

1. That the proposed Project is consistent with the goal, policies and land use designation of the Porterville 2030 General Plan. The General Plan designates the site as Low Density Residential, and is supported by as supported by the RS-2 (Low Density Residential) zoning. The proposed subdivision will be developed within the density allowed by the General Plan.
2. That the site is physically suitable for the type and density of the proposed development. The vacant site is generally flat and has medium to coarse textured soils with a high water infiltration rate.
3. That the Mitigated Negative Declaration prepared for this project is in compliance with the California Environmental Quality Act indicating that such a project will not have an effect on the environment.
4. The Initial Study prepared for this project indicates that all potential impacts will be mitigated to less than significant levels. Through the implementation of the

mitigation measures contained in the Mitigation Monitoring Program, the result of impacts addressed will be less than significant.

5. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the area. The General Plan designates the site for Low Density Residential. Conditions of approval are included to ensure adequate development standards are met.
6. The proposed project includes a pocket park to promote shared recreational opportunities within the neighborhood.
7. That the standards of population density, site area dimensions, site coverage, yard spaces, heights of structures, distance between structures, off-street parking facilities and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the Development Ordinance. The proposed project complies with all of the requirements of Series 400 Land Divisions, of the Porterville Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Woodland Tentative Subdivision Map (PRC 2019-0008-S) subject to the following conditions:

1. The developer/applicant shall comply with Section 201.04(a) residential single-family development standards, Sections 405 and 407 regarding improvements and final map requirements, and all other applicable local, regional, state and federal regulations.
2. The pocket park identified as “Lot D”, as well as Lots A, B, C, E, and F, shall be improved and landscaped prior to dedication to the City of Porterville. The pocket park shall include amenities in addition to landscaping, including but not limited to at least one of the following: half basketball court improved with asphalt and installed hoop, playground installation, or outdoor/park fitness equipment.
3. Pursuant to Section 300.10 (e) of the Development Ordinance, a six foot high wall shall be provided on the interior lot lines where any non-residential use abuts a residential district or residential use. In this context, a wall would be required along the northerly property line separating the proposed subdivision from the adjacent storm drain basin.
4. The developer/applicant shall comply with Appendix J, “Grading” of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
5. All new electrical, telephone, cable television, and similar distribution lines providing direct service to a development site shall be installed underground within the site.

6. Landscaping shall comply with Municipal Code Section 25 Article 1, Division 6 Water Conservation as well as Section 303 of the Development Code.
7. The subdivider shall be required to include:
 - a. **Subdivision Trees.** Subdivision trees and landscaping design shall be approved by the city and shall be planted at a time and in locations approved by the City Director of Parks and Leisure Services, all in general accord with the requirements of the Porterville Municipal Code.
 - At least one tree shall be planted on each residential lot. Five gallon trees shall be installed upon all lots abutting interior, local and collector streets, and fifteen gallon trees shall be planted upon parcels having frontage on arterial thoroughfares.
 - The subdivider shall be required to plant street trees at 35 feet on center along all Parkways identified in the General Plan within and/or bordering the subdivision.
 - b. **Parkway Trees.** Provide for the installation of parkway trees as required by the Director of Parks and Leisure Services in accordance with City standards pertaining to the type, size, spacing and placement of such trees; to the maintenance or extension of street tree themes when applicable; and, to the time of installation when it is determined it would be in the best interest of the City to postpone the placement of trees required pursuant to this section.
8. Prior to approval of the improvement plans, the developer/ applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District, Benefit Assessment District or similar district to include: (1) Lighting; (2) Recreational Open Space; (3) Common Public Landscaping along Indiana and Wisconsin Streets; (4) Public walls/fences, if any; (5) Drainage reservoir, if any; and (6) any other public improvement complying with Series 400, Section 407.03 (i) of the Development Ordinance. The developer/applicant shall submit a processing fee of \$375 with the executed petition form.
9. The developer/applicant shall prepare an Engineer's Report for the establishment of the assessments in order to provide for ongoing maintenance of the subdivision improvements to be included in the Lighting and Landscape Maintenance District. The Lighting and Landscape Maintenance District shall be established, or annexation into an existing District shall be concluded and landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the project.
10. Exclusive of assessments for a Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting and landscape improvements in a safe and healthy manner for the greater of a minimum 90 day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.
11. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans

and Standard Drawings, Standard Specifications for Public Works Construction (2018 Edition), and Standard Plans and Specifications (2018 Standards), except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.

12. The developer/applicant shall pay all applicable fees in accordance with the Municipal Code and State law, prior to approval of the final map by City Council. Fees are subject to change annually. The developer/applicant is hereby notified of the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code section 66020(a). The developer/applicant has 90 days from the date fees are paid to file a written protest.
13. The developer/applicant shall comply with Ordinance N. 1636 regarding Waste Water Discharge requirements, and shall complete and submit the following:
 - a. Wastewater Discharge Permit Application, Part “A”; and
 - b. If monitoring is required, based on the responses to questions in Part “A” of the Wastewater Discharge Permit, then the developer/applicant shall complete and submit the remainder of the application along with the Permit Fee, and provide monitoring facilities to allow inspection, sampling, and flow measurement of the flows in the sewer and drainage system.
14. The developer/applicant shall dedicate right-of-way adequate for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by City Council along Indiana and Wisconsin Streets. The developer/applicant shall dedicate and completely improve the proposed internal subdivision streets.
15. The developer/applicant shall provide and show all required utility easements on the Final Map. An easement shall be provided for a pipeline from the Poplar Ditch for recharge on the west property line of the subdivision.
16. The developer/applicant shall dedicate a one foot limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.
17. The developer/applicant shall cause all unnecessary easements to be vacated prior to or in conjunction with the Final Map processing.
18. The developer/applicant shall comply with Chapter 7, Article XIII of the City Code and Chapter 18 and Appendix J of the California Building Code and provide a Preliminary Soils Report (C.C. Sec. 7-126 & Res. 4997) including results of "R-Value" tests and recommendations regarding construction of public improvements that address City Standard C-13, satisfactory to the City Engineer, prior to the approval of the improvement

plans or start of grading, whichever comes first. Additional reporting requirements are as indicated below:

- a. Final Grading, Drainage and Soils Report, prior to issuance of building permits (C.C. Sec. 7-133);
 - b. Erosion Control Plan in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity, prior to start of grading (CBC Appendix J). The provisions of the approved Erosion Control Plan shall be incorporated into the Improvement Plans;
 - c. Soils Report(s) in accordance with Chapter 18 and Appendix J of the California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements.
19. The developer/applicant shall comply with the City Flood Damage Prevention Ordinance No. 1777 in all areas of special flood hazards (i.e., Zones A, AE, AH, AO, AR or A99) and the requirements of the Central Valley Flood Protection Board, where applicable. A preliminary elevation certificate shall be provided to the City prior for review prior to the foundation forms inspection being scheduled. A final elevation certificate shall be provided to the City prior to the final inspection (or any type of occupancy inspection) is scheduled.
 20. In accordance with Section 407.02(g) of the Development Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months of the Final Map acceptance.
 21. Prior to start of grading on any unit, the developer/applicant shall abandon and cap existing wells that are no longer in service. Prior to approval of the improvement plans, the developer/applicant shall obtain an abandonment permit from the County Department of Environmental Health. Prior to acceptance of improvements, the developer/applicant shall provide the City Engineer with proof of completion in compliance with County regulations. Developer/applicant shall comply with City standard for “backflow” prevention pursuant to Resolution No. 9615 for all wells that will remain in service. Wells that will remain in service for irrigating undeveloped phases, if the development is phased, shall be designated so on the Tentative Subdivision Map.
 22. The developer/applicant shall comply with City Standard for “backflow” prevention pursuant to Resolution No. 9615 (1981). A double backflow preventer is required off the water main and is to be located in an above ground enclosure. A double check detector assembly is required for the fire service line and shall be screened or placed in an underground vault.
 23. The developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage if the landscape area is 1000 square feet or more. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year. The City will bill/credit the owner the difference between the estimated impact fees paid and the actual water usage.

24. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.
25. The developer/applicant shall submit design master plans consisting of combined grading & drainage and sewer & water utilities to ensure the proper functioning and/or phasing of the development. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). A minimum amount of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area/s will capture necessary runoff. The parking lot/site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
26. For residential development, the developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage if the landscape area is 5,000 square feet or more. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year.
27. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right-of-way, if, in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes are to remain active. The developer/applicant shall also cure leaks in any irrigation pipe that will continue in use.
28. Prior to recording the final subdivision map, the developer/applicant shall provide improvements by the method indicated below:
 - a. Pursuant to Section 66411.1(b) of the Government Code, the developer applicant shall construct curbs, gutters, sidewalks, curb returns per City Standards, sewer laterals, water services, fire hydrant relocation, street lights, connecting pavement along the full frontage of the proposed land division parcels. Additional improvements include a functional drainage system, connection of existing house to City's sewer system, abandonment of existing septic system(s), well abandonment (if any and not in compliance with the City's Backflow Ordinance), curing of leaks in irrigation lines (if any), and other improvements necessary for public health and safety, except where they exist to Federal, State and City standards and are in good condition in the opinion of the City Engineer.
29. Prior to approval of the final map the developer/applicant shall provide public improvement plans prepared by a Civil Engineer that include specific on-site grading details and specifications for City approval.

30. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.
31. The developer/applicant shall obtain a City demolition permit prior to approval of the improvement plans and, under City inspection, remove all existing, abandoned, and unnecessary items, to the satisfaction of the City Engineer, prior to acceptance of the improvements (e.g. buildings, foundations, septic tanks, irrigation pipes, etc.).
32. The developer/applicant shall assure compliance with applicable San Joaquin Valley Air Pollution Control District Rules (e.g., Numbers 8010, 8020, and 8030), regarding fugitive dust, as well as Section 7-8, Project Site Maintenance of the Standard Specifications. The developer/applicant shall provide a street sweeper as necessary to comply. During grading operations, the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection. The improvement plans shall show a designated washout area for concrete trucks, and a sign designating it as such. The developer/applicant shall remove and properly dispose of waste concrete deposited in this area.
33. The developer/applicant shall construct or provide surety for construction of curb, gutter, sidewalk, water, sewer, street paving to the center of the street (if necessary), etc. along the full frontage of all proposed subdivision lots, except where they exist to City standards and are in good condition in the opinion of the City Engineer.
34. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.
35. Building or foundation permits shall not be issued until all of the following items are accepted as complete:
 - a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;
 - b. The water system, is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);
 - c. Street base rock for accessibility by the public safety officials and building inspectors;
 - d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;
 - e. The sewer system is completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision;

- f. Lot corners are marked; and
 - g. Fire hydrants are accepted by the Fire Department and the Engineering Division.
36. The developer/applicant shall construct all drainage facilities that the City Engineer determines are necessary to comply with the intent of the Storm Drain Master Plan. Dedicate a drainage easement across each lot requiring an easement, unless all lots are graded to drain to the street (C.C. Sec. 21-50). The developer/applicant shall construct concrete drainage swales, approved by the City Engineer, if necessary, to transport storm water across adjacent subdivision lots to reach a City drainage system.
37. The developer/applicant is advised that he is obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity will be required (except operations that result in disturbance of less than one acres of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.
38. The developer/applicant shall construct street improvements that comply with the intention of the adopted Development Ordinance and per the attached details. The right of way width shall be fifty-six (56) feet wide with a parkway between the back of curb and sidewalk. Dry public utilities shall be located within an easement outside of the public right of way. Indiana Street is designated as an arterial; due to existing configuration south of Gibbons, the right of way width shall be sixty-four (64) feet from curb-to-curb plus a sixteen (16) foot public improvements (8 foot parkway, 8 foot sidewalk, and 10 foot landscape easement. Connection to Wisconsin Street is required.
39. The developer/applicant shall provide street striping and flexible delineators at road alignment transitions and where directed by the City Engineer, as necessary to provide safe vehicular movements.
40. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.

41. The developer/applicant shall construct two City standard barricades at the end of all dead end streets.
42. To accommodate refuse vehicles and street sweepers, the developer/applicant shall dedicate and improve, to City standards, temporary turnarounds at the ends of dead-end streets. A raised curb or barrier shall be placed around the perimeter of the temporary turnaround.
43. The developer/applicant shall cause the sewer system to be completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision.
44. The developer/applicant shall move existing utility structures (For example, poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless they are below grade (Title 24 DSA) or provide surety in lieu of.
45. Prior to acceptance of improvements, the developer/applicant shall provide 3000K LED streetlights on Marbelite poles along Indiana and Wisconsin Streets along the perimeter of the subdivision, and on local streets within the subdivision, all in compliance with Southern California Edison Company specifications as approved by the City Engineer. Spacing between streetlights shall not exceed 160 feet and shall be staggered. Wood poles are expressly prohibited without prior written approval of the City Engineer.
46. The developer/applicant shall:
 - a. Construct all water facilities that the City Engineer determines are necessary to comply with the intent of the Water Master Plan.
 - b. Construct the water system in a maximum of two sections for each phase of the subdivision. One section for the model homes and one section for the remainder of the phase. The number of model homes shall not exceed one for each 10 lots in the subdivision or four, whichever is greater. The model homes shall be clustered.
 - c. Design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.
47. The developer/applicant shall comply with the City Flood Damage Prevention Ordinance No. 1777, and the requirements of the State Reclamation Board where applicable. In all areas of special flood hazards (i.e., Zones A, AE, AH, AR, A99, V and VE), the following conditions are required:
 - a. All preliminary subdivision proposals shall identify the flood hazard area and the elevation of the base flood;
 - b. All final subdivision plans shall provide the elevation of proposed structures and

pads. If the site has to be filled to be above the base flood, a registered professional engineer or surveyor shall certify the final pad elevation and said certification shall be provided to the local administrator in the form of an elevation certificate.

48. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bidders. The bids must be approved by the City prior to construction and reimbursement requests shall be processed in accordance with Section 407.02 (j) of the Development Ordinance.
49. The developer/applicant shall submit three complete sets of plans, signed by a licensed Architect or Engineer, including two sets of energy calculations and structural calculations.
50. Plan submittals shall comply with all current applicable Codes.
51. The developer/applicant shall provide soil compaction test(s) as required by the applicable building code sections.
52. The developer/applicant shall pay all fees according to the Municipal Code and State Law. The developer/applicant shall pay School Development fees and all other City fees at the timetable determined by current City Ordinance. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
53. Compliance forms and worksheets are required to be included on all plan submittals as per California Green Code.
54. All construction offices, storage containers, etc. planned and/or intended for temporary use during construction must receive approval from the Chief Building Official through a separate permit process prior to their installation and/or placement on the property and must be removed from the jobsite prior to final occupancy being requested and/or approved.
55. No deferred items. Plans submitted with deferred items will automatically be rejected and are not guaranteed a complete plan review prior to said rejection.
56. The City will test and maintain all fire hydrants in the City whether on private property or not. An "easement" is required from the owner. Fire hydrant spacing within Residential development shall be one hydrant installed at 500-foot interval or as required by Appendix C California Fire Code.
57. The developer/applicant shall construct a pedestrian path of travel from the City sidewalk to onsite walks in a manner that is compliant with current accessibility standards.

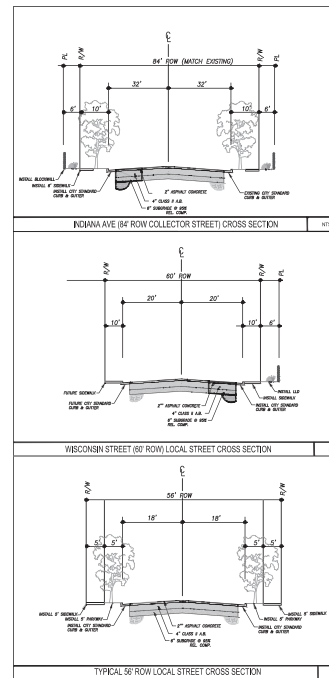
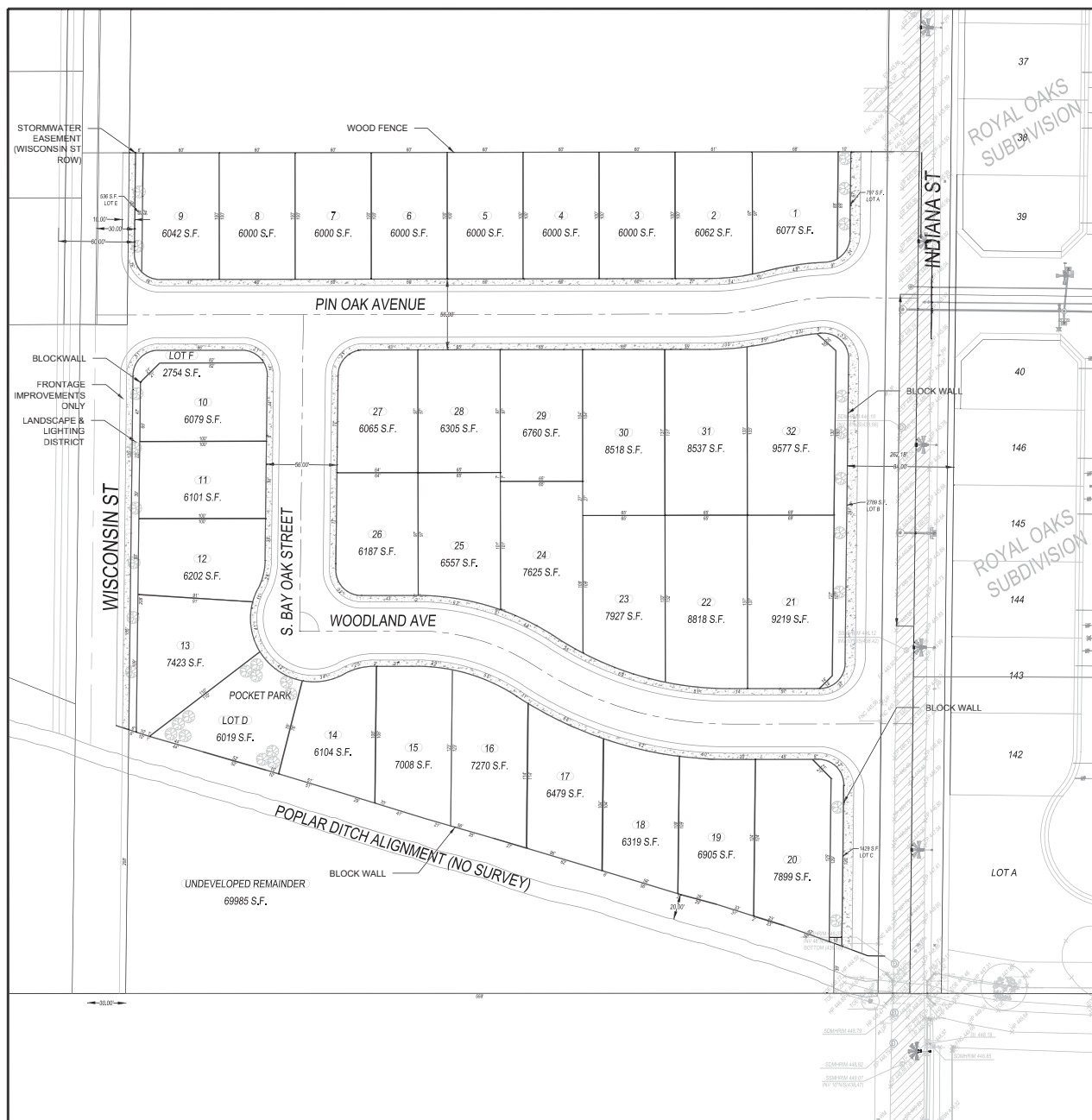
58. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
59. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.
60. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
61. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Mitigated Negative Declaration for this project. Prior to recording the final map, the developer/applicant shall submit a signed document committing to comply with the adopted mitigation measures.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2020.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



DECEMBER 18, 2019

WOODLAND TENTATIVE SUBDIVISION MAP

LEGEND

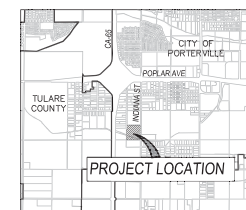
APN: 268-100-005
ACREAGE: 9.59 AC
FLOOD ZONE: PARTIAL 'A', 'X'
ZONING (PROPOSED): RS-2
DESIGN DISTRICT: LDR
ELECTRICITY: SOUTHERN CALIFORNIA EDISON
WATER: CITY OF PORTERVILLE
STORM: CITY OF PORTERVILLE
SEWER: CITY OF PORTERVILLE
TELEPHONE: AT&T
CITY OF PORTERVILLE
REFUSE: SOUTHERN CALIFORNIA GAS
NATURAL GAS: AG, AG, RESIDENTIAL
EXISTING USE: LOW DENSITY RESIDENTIAL
PROPOSED USE:

SINGLE FAMILY RESIDENTIAL LOTS
RS-2: 32 UNITS
GROSS AC 9.59
NET AC 5.30
DENSITY (GROSS) 3.33 DU/AC
DENSITY (NET) 6.04 DU/AC

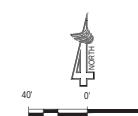
LANDSCAPE & LIGHTING DISTRICT
LOT A: 797 SF
LOT B: 2,789 SF
LOT C: 1,429 SF
LOT D (POCKET PARK): 6,019 SF
LOT E: 536 SF
LOT F: 2,728 SF
TOTAL: 14,454 SF

PARK: 13,329 SF REQUIRED
6,019 SF PROVIDED
7,310 SF IN LIEU FEES

UTILITIES:
WATER INDIANA ST (12') & WISCONSIN ST (8')
SEWER INDIANA ST (10')
STORM INDIANA ST (48')



VICINITY MAP



PREPARED BY:
4CREEKS
324 S. SANTA FE, STE. A
P.O. BOX 7055
VIALA, CA 93202
TEL: 559.802.2052
FAX: 559.802.3215



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Zone Change from CG (General and Service Commercial) to RM-2 (Medium Density Residential) for the Evergreen Apartments Project

SOURCE: Community Development

BACKGROUND: On August 7, 2019, the Project Review Committee reviewed project PRC 2019-026, a proposed multi-family residential development on North G Street, east of Sequoia Circle and north of Henderson Avenue. The project would include the development of a 30-unit apartment complex on a 1.72± acre site. In reviewing the proposed development proposal, it was determined that while the General Plan evaluated and determined the subject area to be planned for Medium Density Residential development, the current zoning designation, as CG (General and Service Commercial) is incompatible with the proposal. The applicant is requesting a zone change to accommodate the proposed multi-family residential development.

COMMENT: The requested zone change would amend the zoning classification of not just the applicant's two (2) parcels, but two (2) other parcels owned by others, from CG (General and Service Commercial) to RM-2 (Medium Density Residential), for a total of 2.52± acres. The two adjacent parcels are currently developed and operating as commercial uses. One is a multi-tenant retail space, which currently has a business license for Lincare; the other parcel has multiple structures developed prior to annexation in 2015, and has a business license for Spivey's Place Storage. The requested zone change would result in "spot zoning" of the two (2) adjacent properties if they were not also rezoned. The project applicant wrote letters to each of the adjacent property owners to address the proposed rezone, asking if they would oppose or support the proposed action to accommodate the housing project. Both letters were sent with a signature receipt. Neither party responded to the applicant, nor reached out to staff with questions. Public Hearing notices were also sent to the adjacent properties, and as of the date of this report, no feedback was received.

ANALYSIS: Land uses surrounding the project area are generally residential to the north, with the exception of the noted commercial developed parcels. To the west, the Sequoia Circle Apartments are under development. South of the project are a variety of commercial land uses, and to the east, the future trail alignment owned by the City would provide future pedestrian and bicycle connectivity. The General Plan, as noted above, identified this area for

future medium density residential development, and the rezoning of the area would be consistent with existing and proposed development to the north and west of the project area.

The General Plan promotes a mix of residential densities and compact neighborhood design. The Land Use Element of the General Plan includes Guiding Policies which include guiding new development into compact neighborhoods and providing sufficient land with appropriate parcel sizes to support a full range of housing types. Medium Density Residential is intended to accommodate a variety of housing types, such as small-lot single-family homes, detached zero lot line developments, duplexes, townhouses, and garden apartments. The maximum residential density is 12.0 units per gross acre. Under the Land Use Element, the identified properties are designated as Medium Density Residential. The requested zone change would help see a fulfillment of General Plan goals in this area of the City. California is currently experiencing a statewide housing crisis, and the development of additional housing will help increase the available housing stock in the community.

The effect of a zone change on the currently developed properties would be the change in their operations from permitted to legal, non-conforming. The business operations could continue in accordance with Chapter 307 of the Development Code, but substitutions or expansion would be limited for future business growth.

Should the Council approve the proposed zone change, staff would invite the applicant to submit for building permits, and development could proceed in accordance with all applicable codes, including but not limited to the site development standards identified in Section 201.04(b). The site plan currently under review is generally compliant with such regulations, subject to building permit review.

ENVIRONMENTAL On January 9, 2020, the Environmental Coordinator made a preliminary
REVIEW: determination that the proposed zone change is exempt from CEQA under the special situation clause for projects consistent with the General Plan (§15183).

RECOMMENDATION: That the City Council approve the draft Ordinance, give first reading, waive further reading and order the Ordinance to print.

ATTACHMENTS:

1. Locator Map
2. General Plan Land Use Diagram
3. Zoning Map
4. Evergreen Apartments Site Plan
5. Scanned Letters to Adjacent Parcels
6. Draft Ordinance

Appropriated/Funded:

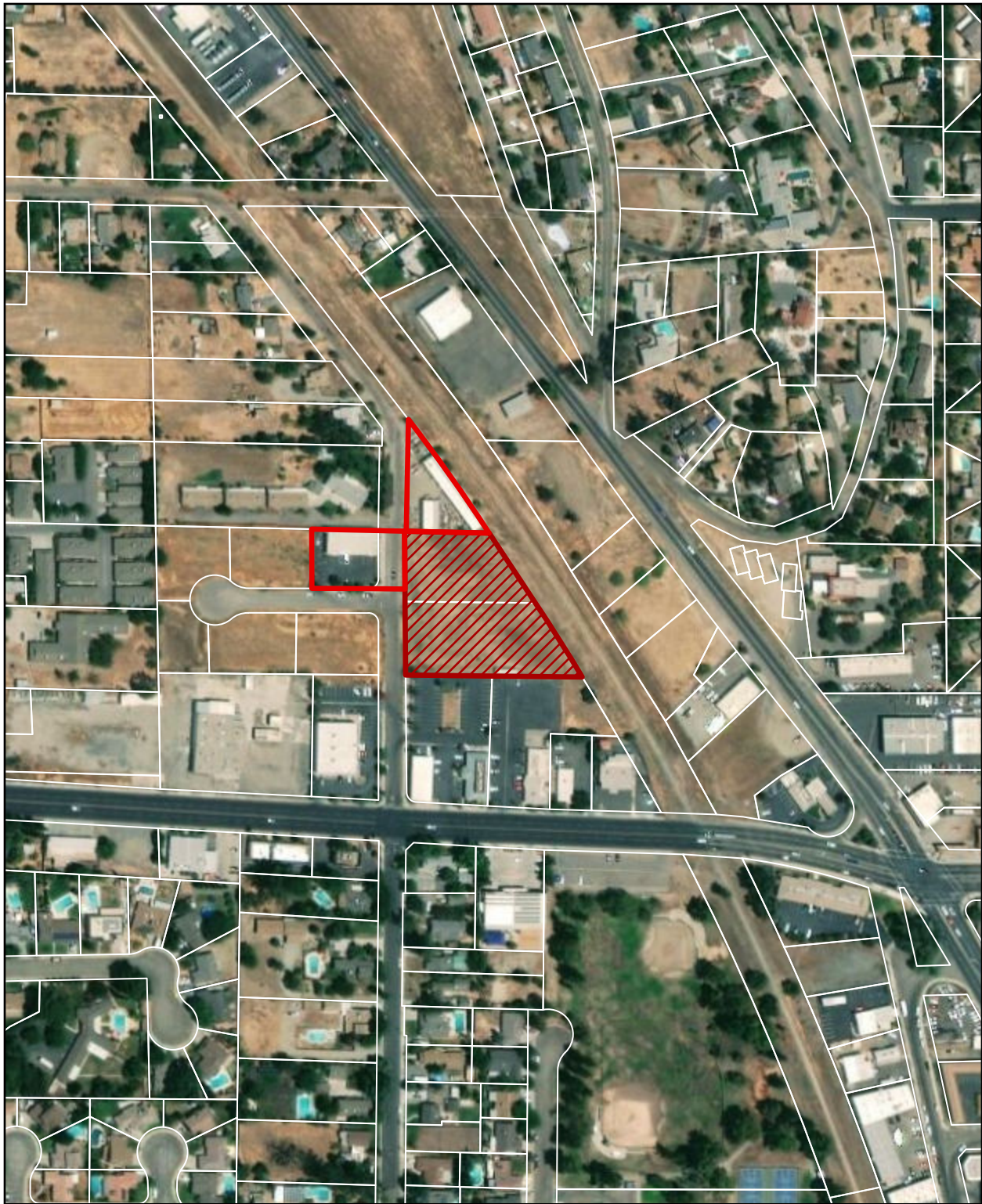
Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

Locator Map
PRC 2019-026



Evergreen Park
@ 842 and 856 North G St

-  Location of Zone Change
-  Proposed Housing Project

1 in = 300 feet



GPLU
PRC 2019-026



Evergreen Park
@ 842 and 856 North G St

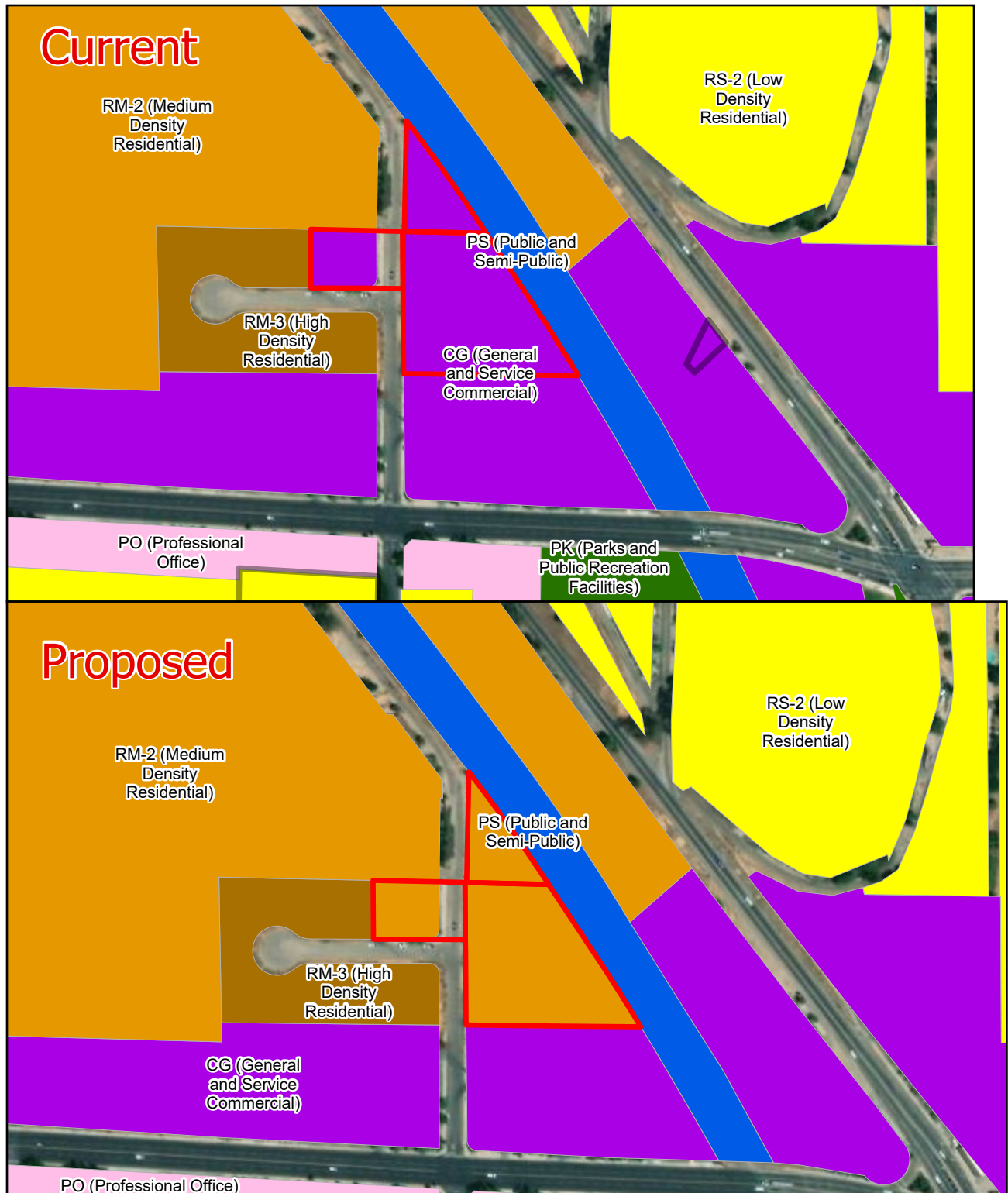
 Project Location

1 in = 200 feet



Zoning

PRC 2019-026



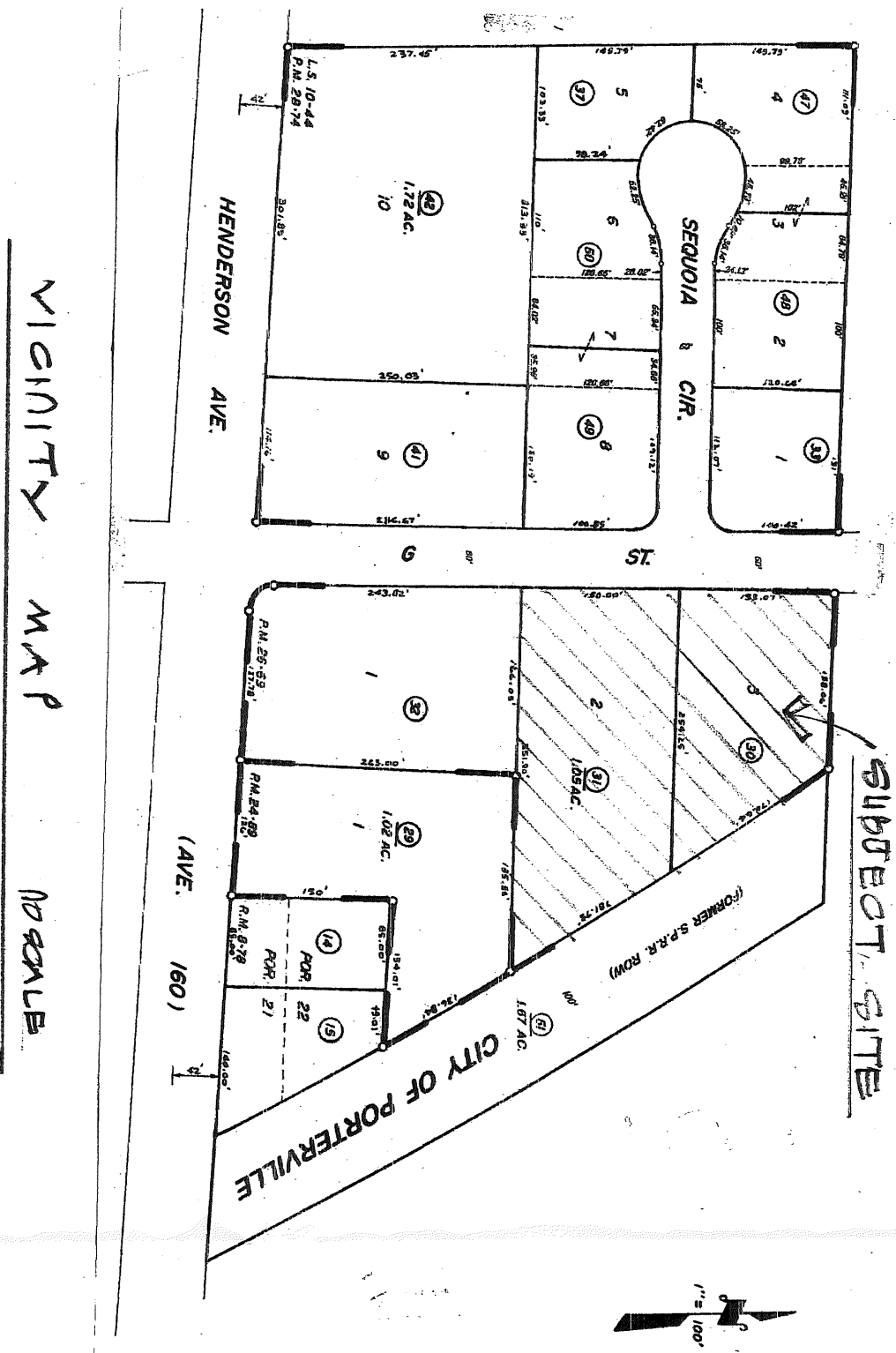
**Evergreen Park
@ 842 and 856 North G St**

 Project Location

1 in = 300 feet

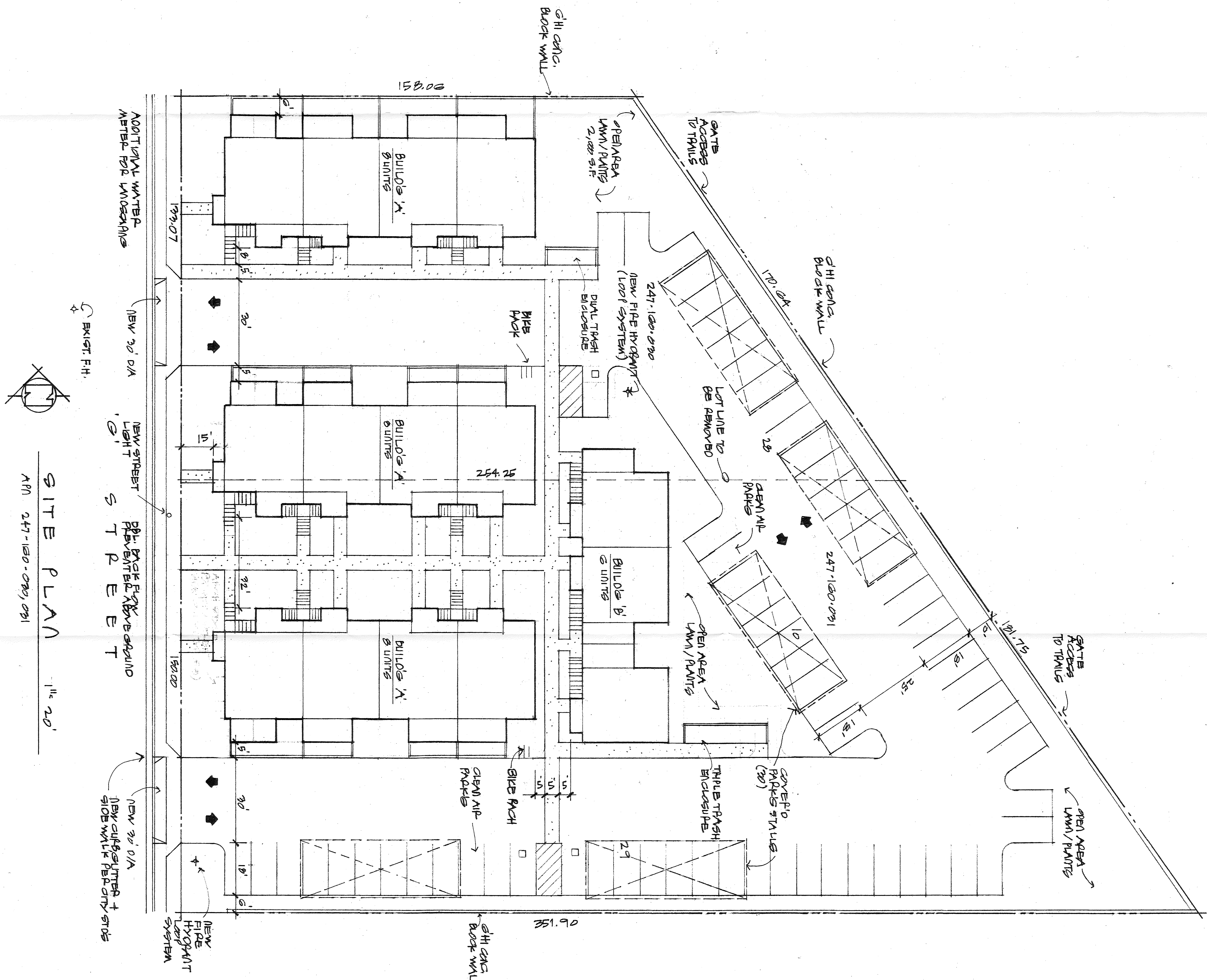


Date Printed: 1/15/2020 by the Community Development Department



SITE INFO

LOT SIZE	72,024 S.F.
BUILDING SIZE	
BUILDING 'A'	1090(4) = 4360 (3) = 13,080 S.F.
BUILDING 'B'	712(3) = 2,136 S.F.
	15,996 S.F.
	22% COVERAGE
PARKING	
2 BED / 2 STALLS (24)	48
1 BED / 1.5 STALLS (6)	9
GUEST 1/5 UNITS (70)	0
	57 REQUIRED
	58 PROVIDED
30 COVERED STALLS	
OCCUPANCY CLASS	P-2
CONSTRUCTION TYPE	VB
SIGNS REQUIRE SEPARATE PERMIT	



PROPOSED 30 UNIT APARTMENT COMPLEX FOR:

EVERGREEN PARK LLC
242 & 256 NORTH G STREET

GARY WEAVER DRAFTING
1210 LOTAS WAY PORTERVILLE
784.4789

10/17
10/20/21

August 14, 2019

Hasnain Living Trust
22312 W. Thurman Ave.
Porterville, CA 93257

Lenora F. Rodarte
[REDACTED]
[REDACTED]

Dear Ms. Rodarte,

I represent the Hasnain Living Trust, and we own two parcels on G Street neighboring your property (Tulare County APNs 247-160-030 and -031). We have applied to the City of Porterville for a potential apartment complex consisting of 30 units in four buildings on our 1.65± acre site. In order to move forward, we are told that we need to rezone our property from CG (General and Service Commercial) to RM-2 (Medium Density Residential). This would allow for the development of our apartment complex, but it would create a "spot-zoning" scenario for your property; this is something that the City has told us cannot be approved.

We write to ask if you would be in favor of rezoning your property to RM-2 (Medium Density Residential). Ms. Julie Phillips with the City of Porterville has explained that if your property were rezoned, then the current legally established uses would be "grandfathered" in as legal, non-conforming uses. In this situation, your business could continue as it is, but modification or expansion in the future might require a Conditional Use Permit.

If you are in favor of moving forward, please contact Ms. Phillips with the City of Porterville (enclosed) by September 5th. Thank you and we look forward to your reply.

Sincerely,

SS Hasnain
Syed S. Hasnain

Email: Hasnain40@sboglot
Phone: 559-310-3741

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LENORA F. RODARTE
[REDACTED]
[REDACTED]



9590 9402 2997 7094 8554 30

2. Article Number (Transfer from service label)

7016 2710 0000 1928 0367

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|---|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Registered Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

August 14, 2019

Hasnain Living Trust
22312 W. Thurman Ave.
Porterville, CA 93257

Douglas and Kalli Loversky
In c/o Sequoia Circle LLC
[REDACTED]

Dear Mr. and Mrs. Loversky,

I represent the Hasnain Living Trust, and we own two parcels on G Street neighboring your property (Tulare County APNs 247-160-030 and -031). We have applied to the City of Porterville for a potential apartment complex consisting of 30 units in four buildings on our 1.65± acre site. In order to move forward, we are told that we need to rezone our property from CG (General and Service Commercial) to RM-2 (Medium Density Residential). This would allow for the development of our apartment complex, but it would create a "spot-zoning" scenario for your property; this is something that the City has told us cannot be approved.

We write to ask if you would be in favor of rezoning your property to RM-2 (Medium Density Residential). Ms. Julie Phillips with the City of Porterville has explained that if your property were rezoned, then the current legally established uses would be "grandfathered" in as legal, non-conforming uses. In this situation, your business could continue as it is, but modification or expansion in the future might require a Conditional Use Permit.

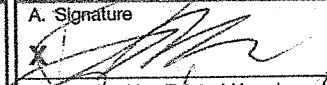
If you are in favor of moving forward, please contact Ms. Phillips with the City of Porterville (enclosed) by September 5th. Thank you and we look forward to your reply.

Sincerely,

SS Hasnain

Syed S. Hasnain

Email: Hasnain40@sbcglobe.com
Phone: 559-310-3741

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature  ☐ Agent ☐ Addressee	
1. Article Addressed to: DOUGLAS AND KALLI LOVERSKY IN C/O SEQUOIA CIRCLE LLC [REDACTED]		B. Received by (Printed Name) Douglas and Kalli Loversky C. Date of Delivery 8/16/19	
2. Article Number (Transfer from service label) 7016 2710 0000 1928 0374		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

9590 9402 2997 7094 8554 16

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

ORDINANCE NO. ____-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING ZONE CHANGE (PRC 2019-036) FROM CG (GENERAL AND SERVICE
COMMERCIAL) TO RM-2 (MEDIUM DENSITY RESIDENTIAL) FOR THE EVERGREEN
PARK MULTI-FAMILY RESIDENTIAL DEVELOPMENT PROJECT

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of January 21, 2020, conducted a public meeting to consider approval of a Zone Change from CG (General and Service Commercial) to RM-2 (Medium Density Residential), for the 2.52± acres located on North G Street, north of Henderson Avenue (Assessor Parcel Numbers 247-160-030, 031, 033, and 247-170-013); and

WHEREAS: The City Council of the City of Porterville determined that the proposed Zone Change (PRC 2019-026-Z) is consistent with the guiding and implementation policies of the adopted 2030 General Plan; and

WHEREAS: The City Council made the following findings 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 project supports and complies with the following General Plan policies:

- LU-G-1 Provide for residential development with strong community identities, appropriate and compatible scales of development, identifiable centers and edges and well-defined public spaces for recreation and civic activities.
- LU-G-2 Guide new development into compact neighborhoods with a defined, mixed-use center including public open space, a school or other community facilities, and neighborhood commercial.
- LU-G-4 Provide sufficient land with appropriate parcel sizes to support a full range of housing types and prices.

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

Section 1: That the following described property in the City of Porterville, County of Tulare, State of California, known as Zone Change PRC 2019-026-Z, is hereby rezoned from CG (General and Service Commercial) to RM-2 (Medium Density Residential), pursuant to Section 2 below, for the parcels described herein as Assessor Parcel Numbers 247-160-030, 031, 033, and 247-170-013, located generally on North G Street, north of Henderson Avenue; and

Section 2: It is further ordained that all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show the above described real property is rezoned from CG (General and Service Commercial) to

RM-2 (Medium Density Residential) for the parcels described above, more particularly shown on the attached map as Exhibit "A".

PASSED, APPROVED AND ADOPTED this 21st day of January, 2020.

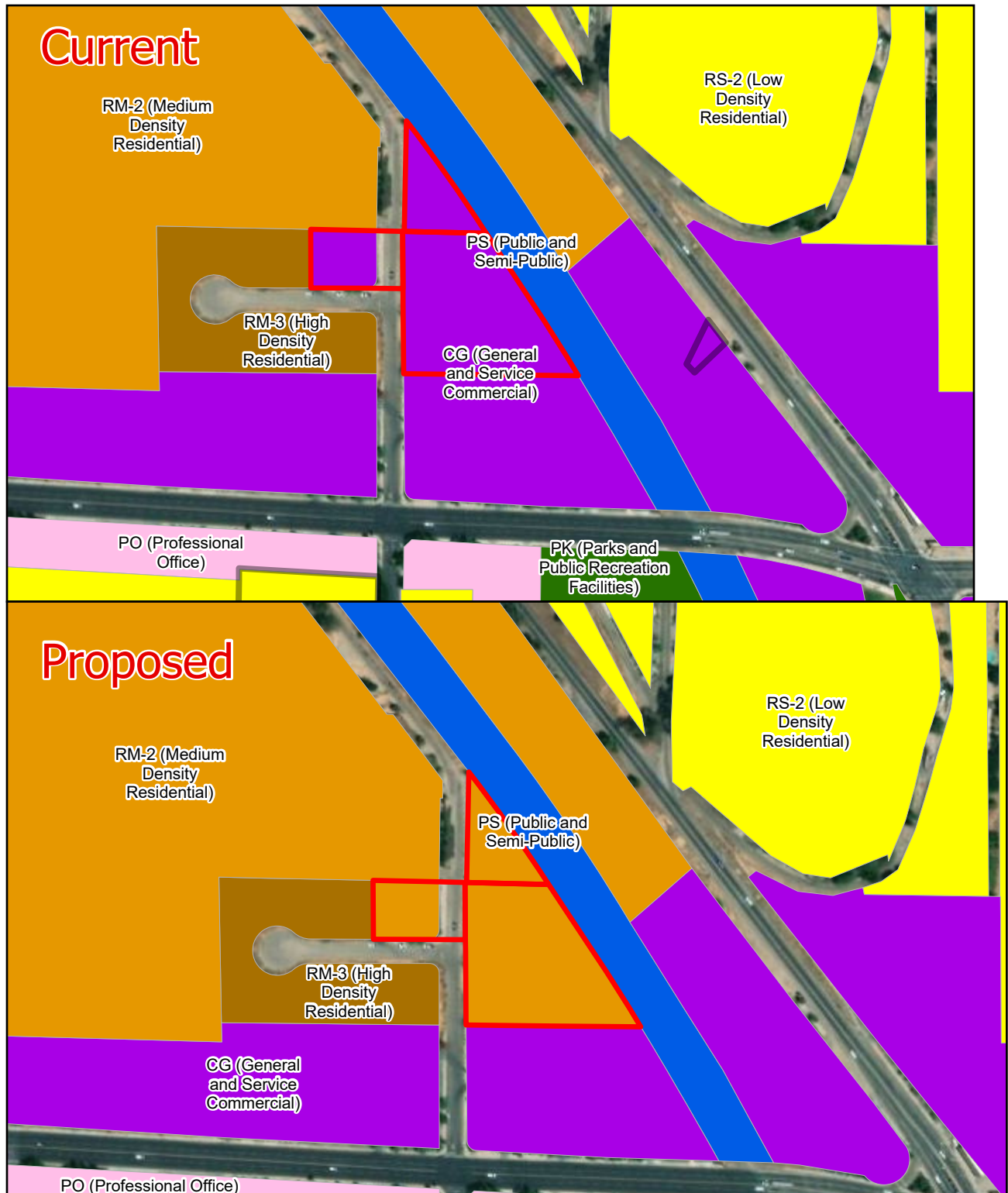
By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Zoning

PRC 2019-026



**Evergreen Park
@ 842 and 856 North G St**

 Project Location

1 in = 300 feet



Date Printed: 1/15/2020 by the Community Development Department



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Consideration of an Amendment to Section 203.02 of Chapter 21 of the Porterville Municipal Code Regarding Towing and Impound Yards

SOURCE: Community Development

COMMENT: On December 18, 2019, the Project Review Committee reviewed a request to amend Section 203.02 of the Development Code to allow towing and impound yards as a conditionally approved use in the CG (General and Service Commercial) zone district. The project applicant, Greg's Hula Towing, has operated in the Porterville area since the 1980s, and has been at the current location since the 1990s; the business was legally established in the C-3 zoning of the time. When the applicant recently considered relocating to another parcel, it was realized that the legal, non-conforming status is not transferable. Towing and impound is currently permitted by right in the IG (General Industrial) and by Conditional Use Permit in the IP (Industrial Park) zones with the additional regulations of Section 300.09 Outdoor Storage. The limited number of areas where this business model is allowed is limiting options for consideration in relocating the business within the city of Porterville, and have requested the proposed amendment.

In staff's analysis of the requested amendment, the current CG designation permits by right Major Automobile/Vehicle Repairs, which is distinguished by auto repairs requiring overnight storage. It was determined that in the 1980 Zoning Ordinance, which was effective until the comprehensive update in 2010, towing and impound yards were allowed in the C-3 (Heavy Commercial) zone district, which is generally regarded as the predecessor to the CG (General and Service Commercial) zone district defined in the current Code. Staff also analyzed the locations of other towing and impound yards within the city limits. Of the three (3) that are currently in operation, all are located in a CG zone district, and are operating at those sites as legal, non-conforming uses.

In the 1980 Zoning Ordinance (Ordinance 1198, as amended), towing and impound yards were allowed under the umbrella of storage yards, which were subject to the following supplemental regulations: 1) that they be completely screened from public view by a six (6) foot high solid fence, 2) that no dismantling, wrecking, dumping, or salvage operation be permitted, and 3) that they are incidental to a primary use and do not occupy an area greater than 6,000 square feet.

In keeping with these original regulations, staff proposes that towing and impound yards would only be allowed in the CG zone with approval of a

Conditional Use Permit (CUP). The CUP would allow the City Council to consider factors such as neighborhood compatibility and site features. Further, the draft language proposes additional regulations to be noted in Table 203.02: Land Use Regulations that would point to Sections 300.03-Fencing, 300.09-Outdoor Storage, and 300.10-Screening. Lastly, a footnote for this use would note that standard conditions of approval may reference caretaker units if or when applicable (noting the absence of such if not a part of the project at time of application), and clarify that this use does not include salvage and wrecking yards.

Speaking to the prior Code's limitation in size to 6,000 square feet, staff notes that no such size restriction is included in the current regulations, and no such limitation is proposed in the draft language. Rather, the CUP would be the mechanism to determine whether or not the size and location of a proposed use is appropriate and compatible with the neighboring uses.

If the Council chooses to approve the requested Code amendment, the applicant would then be allowed to proceed with processing a CUP application, and that application would subsequently be brought forward for Council's consideration at a later date.

RECOMMENDATION: That the City Council approve the draft Ordinance, give first reading, waive further reading and order the Ordinance to print.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING SECTION 203.02 OF CHAPTER 21 OF THE MUNICIPAL CODE
ALLOWING TOWING AND IMPOUND YARDS AS A CONDITIONALLY ALLOWED
USE IN THE CG (GENERAL AND SERVICE COMMERCIAL) ZONE DISTRICT

WHEREAS: Chapter 21 of the Porterville Municipal Code (the Development Code) currently limits towing and impound yard uses to industrial zones. A local towing and impound company requested an amendment to the Development Code such that they might be able to expand and/or relocate in the future. All currently operating towing companies within the city limits are located in CG zones as legal, non-conforming uses; and

WHEREAS: The provision of such services is a need in the community, and the proposed code amendment would assist local business growth opportunities; and

WHEREAS: On January 21, 2020, the City Council held a public hearing to receive comments on the proposed amendment; and

WHEREAS: Under the general rule that CEQA does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, no environmental review is required for the proposed ordinance amendment.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby amend Section 203.02 of Chapter 21 of the Porterville Municipal Code, commonly referred to as the Development Ordinance, as attached hereto as Exhibit A.

This ordinance shall be in full force and effect thirty days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2020.

By: _____

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Residential Uses					
Multi-Family Residential	-	-	-	P(1)	Section 201.04
Family Day Care Home	See sub-classifications below				
<i>Small</i>	-	-	-	P	
<i>Large</i>	-	-	-	P	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(2)	
Residential Care Facilities, Limited	-	-	-	P	
Public and Semi-Public Uses					
Clubs and Lodges	C	-	P	P	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	-	C	C	C	
Community Centers	P	-	-	C	
Cultural Institutions	C	-	C	C	
Day Care Centers	C	-	-	C	
Instructional Services	P	-	P	P	
Park and Recreation Facilities, Public	P	-	P	P	
Religious Facilities	C	C	C	C	
Residential Care Facilities, General	-	-	-	C	Section 301.15 Residential Care Facilities, General
Social Service Facilities	-	P	P	C	Section 301.19 Social Service Facilities
Commercial Uses					
Animal Care, Sales and Services	See sub-classifications below				
<i>Kennels</i>	M(4)	-	M(4)	-	
<i>Pet Stores</i>	M(4)	M(4)	P(4)	-	
<i>Veterinary Services, Small</i>	-	-	P(4)	-	
Artists' Studios	P	-	P	P	
Automobile/Vehicle Sales and Services	See sub-classifications below				
<i>Automobile/Vehicle Rentals.</i>	-	P	P	-	

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	P	-	
<i>Automobile/Vehicle Repair, Major.</i>	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	C	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service and Rental.</i>	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Service Station.</i>	C(3)	C	C	C	Section 301.05 Auto Service Stations and Car Washing
<i><u>Towing and Impound Yards</u></i>	-	-	<u>C(20)</u>	-	<u>Section 300.03 Fencing; Section 300.09 Outdoor Storage; 300.10 Screening</u>
Banks and Financial Institutions	See sub-classifications below				
<i>Banks and Credit Unions</i>	P(5)	P	P	P	
<i>Check Cashing Businesses</i>	-	P	P	P	
Building Materials and Services	-	P(6)	P(6)	-	
Business Services	P(3,7)	P	P	P	
Commercial Entertainment and Recreation	See sub-classifications below				
<i>Cinema/Theaters</i>	-	P	P	C	Section 301.02 Alcoholic Beverage Sales
<i>Large-scale</i>	-	-	C(8)	-	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	-	P(19)	P(19)	C	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below				
<i>Bars/Night Clubs/Lounges</i>	-	C	C	C	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(5)	P	P	P	Section 300.08 Outdoor Seating

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS

<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
<i>Restaurants, less than 3,000 square feet</i>	P(5)	P	P	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Restaurants, greater than 3,000 square feet</i>	C(5)	P	P	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	-	M	M	M	
Food and Beverage Retail Sales	P(9)	P	P	P(9)	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	C	P	-	
Hotels and Motels	-	C	C	C	
Light Fleet Based Services	-	-	P	-	
Maintenance and Repair Services	P(10)	P(10)	P	P(10)	
Medical Facilities	See sub-classifications below				
<i>Medical Clinic</i>	-	P(12)	P	P(12)	
<i>Professional/Medical</i>	-	P(12)	P	P(12)	
Mixed Use Development				C	Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	P	P	P	
Offices	See sub-classifications below				
<i>General Offices</i>	P(11)	P(12)	P	P	
<i>Walk-In Clientele</i>	P(13)	P(12)	P	P(13)	
Parking, Public or Private	P(14)	P	P	P(14)	
Personal Services	P	P	P	P	
Retail Sales	See sub-classifications below				
<i>Less than 50,000 square feet</i>	P	P	P	P	
<i>50,000 square feet or more</i>	-	C	C	-	
<i>Swap Meet</i>	-	C	C	-	
Wholesaling and Distribution	-	-	P	-	
Industrial Uses					
Construction and Material Yards	-	-	C	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P(15)	P	-	
Industry, Limited	-	-	P	-	
Recycling Facilities	See sub-classifications below				

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
<i>Reverse Vending Machine</i>	P	P	P	P	Section 301.14 Recycling Facilities
<i>Recycling Collection Facility</i>	-	C	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	C	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				
<i>Chemical, Mineral, and Explosives Storage</i>	-		C	-	
<i>Indoor Warehousing and Storage</i>	-	-	P	-	
<i>Personal Storage</i>	-	C	P	C	Section 301.13 Personal Storage Facilities
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(16)	P(16)	P(16)	P(16)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(16)	M(16)	M(16)	M(16)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M		Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	P(3)	P	-	
<i>Recording Studio</i>	-	P(4)	P(4)	-	
Freight/Truck Terminals and Warehouses	-	-	C	-	
Transportation Passenger Terminals	-	P	P	-	
Utilities, Minor	P	P	P	P	
Agricultural and Extractive Uses					
Crop Cultivation, Commercial	M	M	M	M	Section 301.06 Crop Cultivation
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	-	-	-	P	Section 301.03 Animal Keeping

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS

<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Caretaker Unit	-	P(18)	P(18)	P(18)	
Home Occupations	-	-	-	P	Section 301.09 Home Occupations
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				
Temporary Use	Section 301.21 Temporary Uses				

Specific Limitations:

1. Multi-family Residential are permitted in conjunction with allowable non-residential uses.
2. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.
3. Limited to establishments with a gross floor area of 5,000 square feet or less.
4. Provided that such use shall be completely enclosed in a building of soundproof construction.
5. Drive-through facilities are prohibited.
6. Bulk storage of sand, gravel or cement is not allowed.
7. Wholesale services are not allowed.
8. Campgrounds are prohibited.
9. Limited to establishments with a gross floor area less than 50,000 square feet.
10. Outdoor work and outdoor storage is prohibited.
11. General offices shall not be located on the ground floor.
12. Minor Conditional Use Permit approval is required for office, business, or professional uses greater than 5,000 square feet in size per lot or integrated commercial development.
13. Limited to establishments with a gross floor area less than 1,500 square feet.
14. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone.
15. Limited to establishments with a gross floor area less than 2,000 square feet.
16. Prohibited within 300 feet of any R district except as detailed in 301.20e.
17. Limited to radio or television studios.
18. Limited to one dwelling for a caretaker or watchman and his immediate family, necessary and incidental to a use located in such zone. Such dwellings shall be a permanent structure.
19. Minor Conditional Use Permit approval is required for indoor shooting ranges.
20. Salvage and wrecking yards are not permitted. Caretaker units are only permitted when explicitly addressed in the CUP.



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Consideration and Presentation of Draft Recycled Water Feasibility Study

SOURCE: Public Works

COMMENT: City staff have been working with the City's consultant, Carollo Engineers, Inc., since September 2015 on reviewing many of the City's infrastructure systems. One accomplishment to date is that the City secured planning funds from the State Water Resources Control Board (SWRCB) that assisted in financing a recycled water feasibility study (RWFS). As drought conditions continue throughout the State, the Sustainable Groundwater Management Act (SGMA) has changed how agencies manage all available resources for the future. SGMA will require the City to secure surface water rights in order to balance groundwater pumping with groundwater recharging. Those factors combined have forced the City to reexamine its current use of water and wastewater for future development.

The City is evaluating alternatives to expand its current effluent reuse program through the RWFS. During an evaluation of various water supply portfolio options and the role recycled water can provide in augmenting or offsetting potable water supplies, the City is exploring expanded secondary and/or tertiary uses for recycled water. Water reuse projects must meet the applicable public health criteria for non-potable and potable water reuse. The applicable regulations will depend on the type of water reuse included in the RWFS, which may include effluent discharge, non-potable reuse, and potable reuse. The City's reuse program and recycled water regulations will continue to evolve, particularly when addressing potable reuse. The RWFS summarizes the most recent regulatory requirements and additional water quality requirements as they apply to the City's future consideration of recycled water reuse projects.

The primary objective of the RWFS is to identify and analyze opportunities for supplying recycled water in and around the City. Expansion and/or diversification of the City's current recycled water system would enable the City to offset potable water uses, thereby enhancing the sustainability of the water supply. The RWFS summarizes the process of identifying and quantifying uses for recycled water for non-potable and potable water use, identify projects and costs associated with non-potable and potable water use, and recommends financial plans to pay for future improvements. A series of alternatives have been evaluated to that end, and will be considered as staff and the consultant continue forward with the Integrated Master Plan Update. These alternatives are identified below.

Recycled Water Feasibility Study Alternatives:

Alternative 1: “No Project” Alternative: This alternative involves continuing the City’s current program of irrigating un-disinfected secondary effluent on the City’s reclamation land using a contract farmer.

Alternative 2: Restricted Irrigation on City Land with Denitrified Un-disinfected Secondary Effluent: This alternative involves upgrading the WWTF to add a nitrification/denitrification (NdN) process and irrigating the City’s reclamation area with denitrified un-disinfected secondary effluent.

Alternative 3: Unrestricted Agricultural Irrigation on City Land with Title 22 Disinfected Tertiary Recycled Water: This reuse alternative differs from Alternative 2 in that it utilizes Title 22 disinfected tertiary recycled water instead of denitrified un-disinfected secondary effluent.

Alternative 4: Unrestricted Agricultural Irrigation with Neighboring Irrigation District(s) with Title 22 Disinfected Tertiary Recycled Water: This alternative involves the City providing Title 22 disinfected tertiary recycled water to one or more neighboring irrigation districts (IDs or districts) for possible water exchanges of recycled water for surface water. Alternative 4 was broke out into separate categories (4a, 4b, 4c, 4d), which reflect small changes to operational potentials.

Tule River Tribe Casino and Resort Project:

The RWFS has highlighted the need to evaluate supplying recycled water to the proposed Tule River Tribe Casino and Resort Project, mitigating environmental impacts and addressing proposed regulation on elevated salinity and nitrates in surface water and groundwater.

The Tule River Tribe is planning to develop a casino resort within a 40 acre site that it owns adjacent to the Porterville Airport near the City’s reclamation area. The project involves using Title 22 disinfected tertiary recycled water for landscape irrigation within the casino resort and at the City’s Sports Complex. A tertiary treatment plant (TTP) is proposed to be built on City property adjacent to the casino resort. The City would deliver un-disinfected secondary effluent from the City’s Wastewater Treatment Facility (WWTF) via the City’s effluent distribution pipeline to the TTP, where it would be treated to Title 22 standards. It is assumed that the TTP would be sized to treat 0.31 million gallons per day (mgd) of un-disinfected secondary effluent. The casino project will require planning for future tertiary pipelines and site options for tertiary treatment facilities for the City’s recycled water deliveries. Those considerations are addressed in the evaluated alternatives.

Central Valley Salinity:

The State Regional Water Quality Control Board (RWQCB) adopted Basin Plan amendments that incorporate new programs for addressing ongoing salt and

nitrate accumulation in the Central Valley at its May 31, 2018 Board Meeting. These programs became effective on October 16, 2019 and change how the RWQCB permits discharges of salt and nitrate. The stakeholder-led Central Valley Salinity Alternatives for Long-Term Sustainability (CV- SALTS) initiative has been coordinating efforts to implement new salt and nitrate management strategies for dischargers. The RWQCB anticipates that the CV- SALTS initiative will result in regulatory changes that will be implemented through conditional prohibitions and modifications to many WDRs region-wide, including the WDRs that regulate discharges from the City of Porterville.

The RWQCB expects dischargers that may be affected by new salt and nitrate management policies to coordinate with the CV-SALTS initiative. The Nitrate Control Program is prioritized to first address health risks associated with drinking water that exceeds the primary MCL for nitrate (10 mg/L as N). Priority Groundwater Basins/Sub-basins have been identified based on ambient groundwater nitrate conditions and timelines have been established for implementation of the Nitrate Control Program in these prioritized basins and sub-basins. Basins/sub-basins identified as Priority 1 and 2 have the most serious ambient water quality concerns for nitrate and the most aggressive timelines for compliance. Porterville is located in Priority Zone 1. The City can expect to receive a notice from the RWQCB to comply within one year after the effective date of the program. Treatment requirements considered in Chapter 6 of the RWFS consider the anticipated Nitrate Control Program and the need to implement nitrogen removal in the next WWTF upgrade.

On December 3, 2019 the City amended the current service agreement with Carollo Engineers to provide engineering services for the preparation of Sanitary Sewer, Water System and Storm Drain Master Plan Updates, RWFS, and Storm Water Resources Master Plan, which were outlined in the service agreement dated April 28, 2017.

City staff has determined that the project warrants additional services related to the RWFS and the needs assessment of the WWTF in the form of more detailed analysis of potential improvements associated with a recycled water system. The City will begin preparation of a Sewer Rate Study and staff will work with Carollo Engineers to develop and prepare a rate study to support the City in the adoption of a rate determination incorporating current and future rate projections to include Recycled Water.

City master plan projects will include proposed capital improvement programs for the Water System, Sewer Collections System, Storm Drain System, WWTF Upgrade, and new effluent pipeline. Carollo Engineer's will assist the City in evaluating an upgrade to the WWTF to produce tertiary disinfected recycled water and to distribute the recycled water on lands for landscape irrigation and unrestricted agriculture irrigation.

RECOMMENDATION: That City Council receive the Draft Recycled Water Feasibility Study, with a presentation from City's consultant, Carollo

Engineers, Inc.

ATTACHMENTS:

1. Draft Recycled Water Feasibility Study
2. Recycled Water Feasibility Study Presentation to City Council

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



City of Porterville

RECYCLED WATER FEASIBILITY STUDY

REVISED DRAFT | January 2020





City of Porterville

RECYCLED WATER FEASIBILITY STUDY

REVISED DRAFT | January 2020

This document is released for the purpose of information exchange review and planning only under the authority of Penny Carlo, January 2020, State of California PE 55379.

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Abbreviations

%	percent
µmhos/cm	micromhos per centimeter
AAF	average annual flow
ADD	average day demand
ADF	average daily flow
ADMMF	average daily maximum month flow
AF	acre-feet
AFY	acre-feet per year
AGR	agricultural supply
AOP	advanced oxidation process
BAF	biologically active filtration
Basin Plan	"Water Quality Control Plan for the Tulare Lake Basin, Third Edition
BOD ₅	five day biochemical oxygen demand
Carollo	Carollo Engineers, Inc.
CCF	centrum cubic feet (748 gallons)
CCR	California Code of Regulations
CDPH	California Department of Public Health
CECs	constituents of emerging concern
CEQA	California Environmental Quality Act
City	City of Porterville
CVRWQCB	California Regional Water Quality Control Board - Central Valley Region
CV-SALTS	Central Valley Salinity Alternatives for Long-Term Sustainability
CWAP	California Water Action Plan
CWC	California Water Code
CWSRF	Clean Water State Revolving Fund
DAFT	dissolved air flotation thickener
DBP	disinfection byproduct
DDW	Division of Drinking Water
DIF	developmental impact fees
DOF	Department of Finance
DWP	Drinking Water Program
DWR	Department of Water Resources
EC	electrical conductivity
EPA	Environmental Protection Agency
ESB	engineered storage buffer
F-K	Friant-Kern
ft	feet

GAC	granular activated carbon
GIS	geographic information system
GO	general obligation
gpcd	gallons per capita day
gpd/ac	gallons per day per acre
gpm	gallons per minute
hp	horsepower
ID	irrigation district
IND	industrial supply
JPA	joint powers authority
LAFCO	local agency formation commission
MBR	membrane bioreactor
MCL	Maximum Contaminant Level
MDD	maximum day demand
MF	microfiltration
mg/L	milligrams per liter
mgd	million gallons per day
mg-min/L	milligram minutes per liter
MinDD	minimum day demand
MinMD	minimum month demand
MLSS	mixed liquor suspended solids
MMD	maximum month demand
MPN	Most Probable Number
MUN	municipal and domestic supply
NDMA	N-Nitrosodimethylamine
NdN	nitrification/denitrification
NEPA	National Environmental Policy Act
NL	notification level
NO ₂ -N	nitrite nitrogen
NO ₃ -N	nitrate nitrogen
NRC	National Research Council
NTC	Notice to Comply
NTU	Nephelometric Turbidity Units
NWRI	National Water Research Institute
O&M	operations and maintenance
PAYGO	pay as you go
PHD	peak hour demand
PHF	peak hour flow
PID	Porterville Irrigation District

ppb	parts per billion
PS	pump station
psi	pounds per square inch
PUD	public utilities district
RAS	return activated sludge
RO	reverse osmosis
RWC	recycled water contribution
RWFS	Recycled Water Feasibility Study
RWQCB	Regional Water Quality Control Board
SAR	sodium absorption ratio
SCADA	supervisory control and data acquisition
SDWA	Safe Drinking Water Act
SGMA	Sustainable Groundwater Management Act
SID	Saucelito Irrigation District
SOR	surface overflow rate
sq ft	square feet
SWD	side water depth
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids
TIN	total inorganic nitrogen
TN	total nitrogen
TOC	total organic carbon
TOrCs	trace organic constituents
TPDWD	Tea Pot Dome Water District
Tribe	Tule River Tribe
TSS	Total Suspended Solids
TTP	tertiary treatment plant
UF	ultrafiltration
UGB	Urban Growth Boundary
UV	ultraviolet
VFD	variable frequency drive
WAS	waste activated sludge
WDR	Waste Discharge Requirements
WRF	water reclamation facility
WRFP	Water Recycling Funding Program
WRM	Water Resources Management
WTP	water treatment plant
WWTF	wastewater treatment facility
µg/L	micrograms per liter

Chapter 1

STUDY AREA, LAND USE AND POPULATION, AND STATEMENT OF PROBLEM AND NEEDS

This Chapter give a brief background on some key characteristics of the City of Porterville (City), describes the City's need for the Recycled Water Feasibility Study (RWFS), and summarizes the objectives of the RWFS.

1.1 Introduction

The City is located in the Central San Joaquin Valley at the base of the Sierra Nevada Foothills. It is approximately 70 miles southeast of Fresno and 50 miles north of Bakersfield, in the south central portion of Tulare County. The City is intersected by Highway 65 and 190, two major highways within the area. A map showing the location of the City within Tulare County is presented in Figure 1.1.

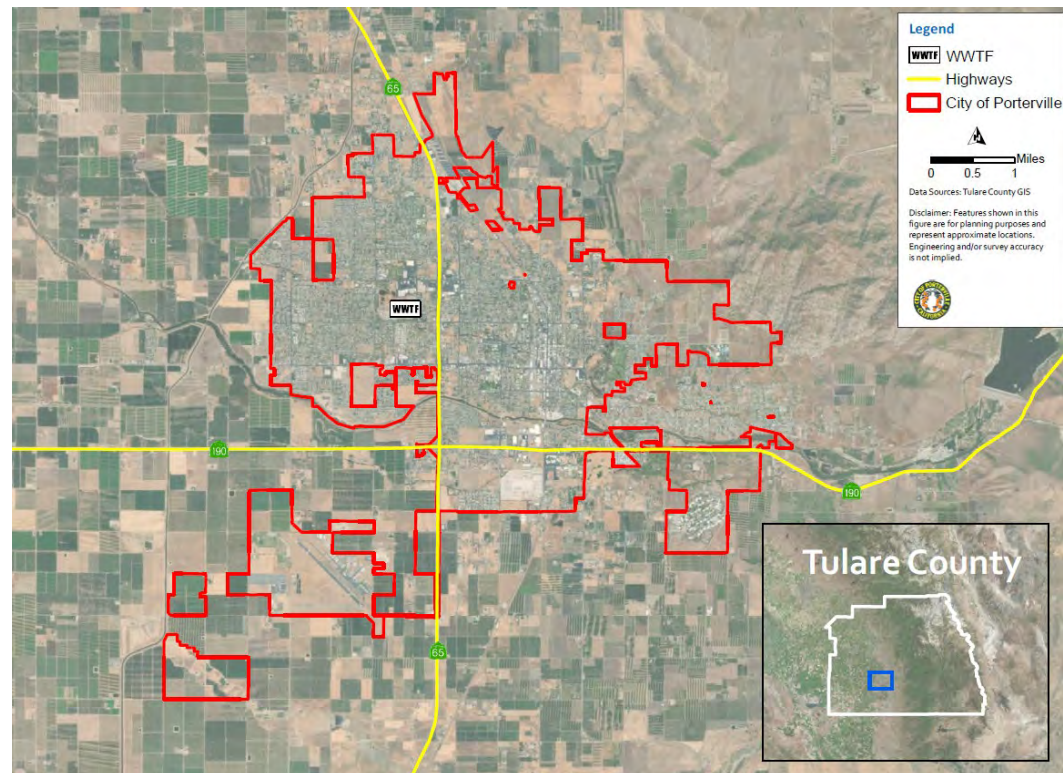


Figure 1.1 General Vicinity Map

The City, incorporated in 1902, provides water, sewer, and storm drainage service to its customers within the City limits, as well as some small areas outside of the City limits. The City is home to approximately 59,000 residents and its boundaries encompass 18.6 square miles.

1.2 Hydrologic Features

1.2.1 Surface Water

Surface waters in the Porterville area include the Friant-Kern (F-K) Canal, the Tule River, and the Porter Slough. The F-K Canal is a major conveyance facility for the Central Valley Project. It originates in Lake Millerton and runs south approximately four miles west of the City center. The Tule River, one of the principal watercourses in Tulare County, bisects the City into northern and southern portions. The Tule River originates at Lake Success. Discharges of water into the river from Success Dam are regulated by the US Army Corps of Engineers. Porter Slough is a natural tributary of the Tule River and flows through the City center. It originates from the Tule River approximately four miles east of the center of the City and returns to the river approximately 17 miles below its point of origin. Porter Slough is an official floodway of the Tule River, and controlled flows are released into Porter Slough for groundwater recharge.

Private ditches form another major water feature in the area. Seven ditch companies divert water from points in and around the City: Pioneer, Campbell-Moreland, Porter Slough, Vandalia, Poplar, Hubbs-Miner, and Woods-Central. In addition to delivering water for irrigation, these ditches also provide extra capacity to carry peak flood flows and urban storm water runoff as well as groundwater recharge from infiltration.

Surface water and watersheds in the vicinity of the City are shown in Figure 1.2.

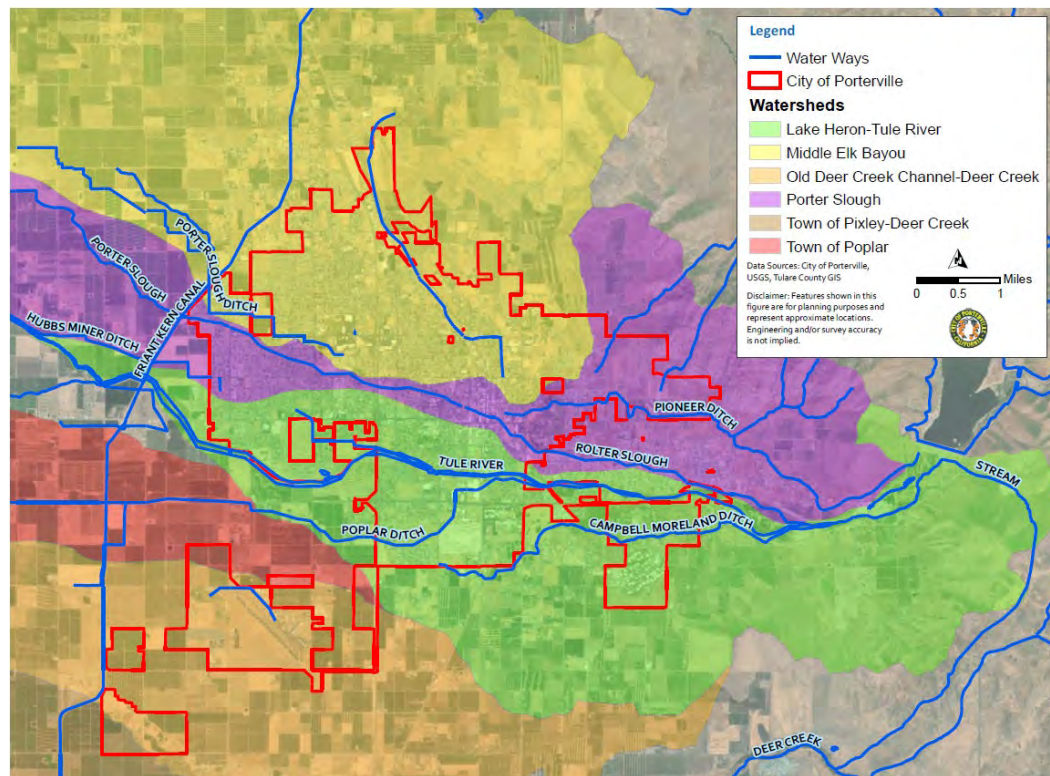


Figure 1.2 Surface Water and Watersheds

1.2.2 Groundwater Basin

The City is located within the Tule Sub-basin of the San Joaquin Valley Groundwater Basin (Tulare Lake Hydrological Region). The Kaweah Sub-basin lies immediately north of the City and

the Tule Sub-basin. The area is underlain by an unconfined aquifer which receives groundwater recharge from the Sierra Nevada Mountains and seepage from the Tule River and irrigation ditches. Alluvial fans of the Tule River provide high permeability for groundwater replenishment.

The City has traditionally depended on groundwater from the Tule Sub-basin to supply drinking water through a network of 37 potable water supply wells. The Tule Sub-basin has been classified by the Department of Water Resources (DWR) as in a critical overdraft condition and a high priority sub-basin.

The groundwater basins in the vicinity of the City are shown in Figure 1.3.

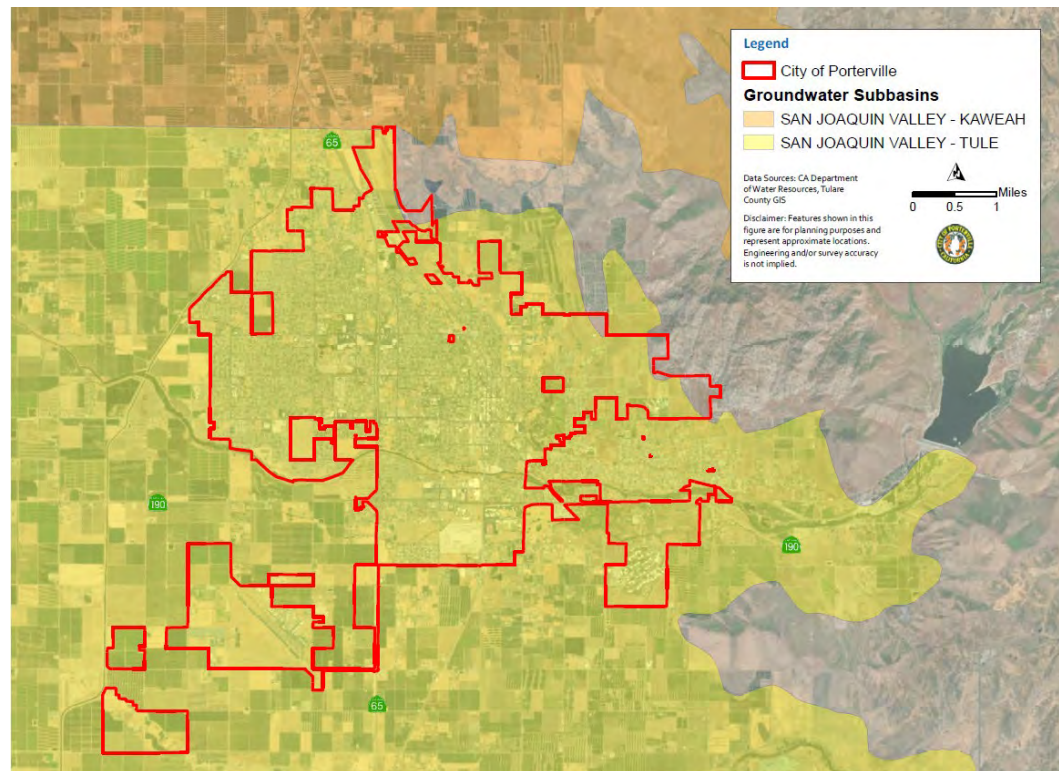


Figure 1.3 Groundwater Basins

1.3 Land Use and Population

1.3.1 Land Use

The land use plan used for this RWFS is based on the City's 2030 General Plan. Table 1.1 provides a summary, by land use, of the amount of developed and underdeveloped land within the existing service area.

Table 1.1 Existing Service Area Land Use

Land Use Category	Area within the Current Service Area ^{(1),(2)} (acres)		
	Developed	Underdeveloped	Total
Residential			
Rural Residential	13	11	23
Very Low Density Residential	63	5	68
Low Density Residential	2,550	286	2,836

Land Use Category	Area within the Current Service Area ^{(1),(2)} (acres)		
	Developed	Underdeveloped	Total
Low Medium Density Residential	33	61	94
Medium Density Residential	431	108	539
High Density Residential	198	23	221
Commercial			
Neighborhood Commercial	14	9	23
Retail Centers	183	30	214
Professional Office	77	7	84
General and Service Commercial	211	15	226
Downtown Retail	62		62
Industrial			
Industrial	223	20	243
Industrial Park	63	92	156
Mixed Use			
Commercial Mixed Use	62	2	63
Downtown Mixed Use	45	8	53
Other			
Public Institutional (Excl. Airport)	380	11	391
Education	367	19	386
Parks and Recreation	238	22	260
Agriculture Rural Conservation	26	0	26
Other (Unknown)	63	3	66
Airport	447	0	447
Total	5,751	731	6,482

Notes:

(1) Land use areas based on an aerial analysis of the City's current service area.

(2) The land use totals in this table exclude the area associated with East Porterville/Porter Vista PUD

As shown in Table 1.1, there are approximately 7,288 acres of developed and underdeveloped land within the service area (excluding right-of-ways such as streets, highways, and railroads). Within the service area, 4,517 acres or 62 percent (percent) are classified as residential, 662 acres (9 percent) are classified as commercial, and 398 acres (5 percent) are associated with industrial. The remaining mixed use and others make up the remaining 1,711 acres (23 percent).

Figure 1.4 shows the City's existing land use map.

The Tule River Tribe (Tribe) is interested in developing a casino-resort within a 40-acre site near the Porterville Airport, within the City limits. The proposed casino resort will rely on the City to provide potable water. Untreated sanitary wastewater generated at the casino resort would be conveyed to the City's Wastewater Treatment Facility (WWTF) through the City's collection system. The resort will use recycled water for landscape irrigation. The City and the Tribe are in the process of establishing a joint powers authority (JPA) to own and operate a tertiary treatment plant (TTP) that will withdraw effluent from the City's secondary effluent pipeline for treatment in the TTP. In addition to irrigating the casino resort grounds, the recycled water will be used on the City's Sports Park. The potable water demand reduction at the Sports Park will offset the potable water demand of the casino resort.

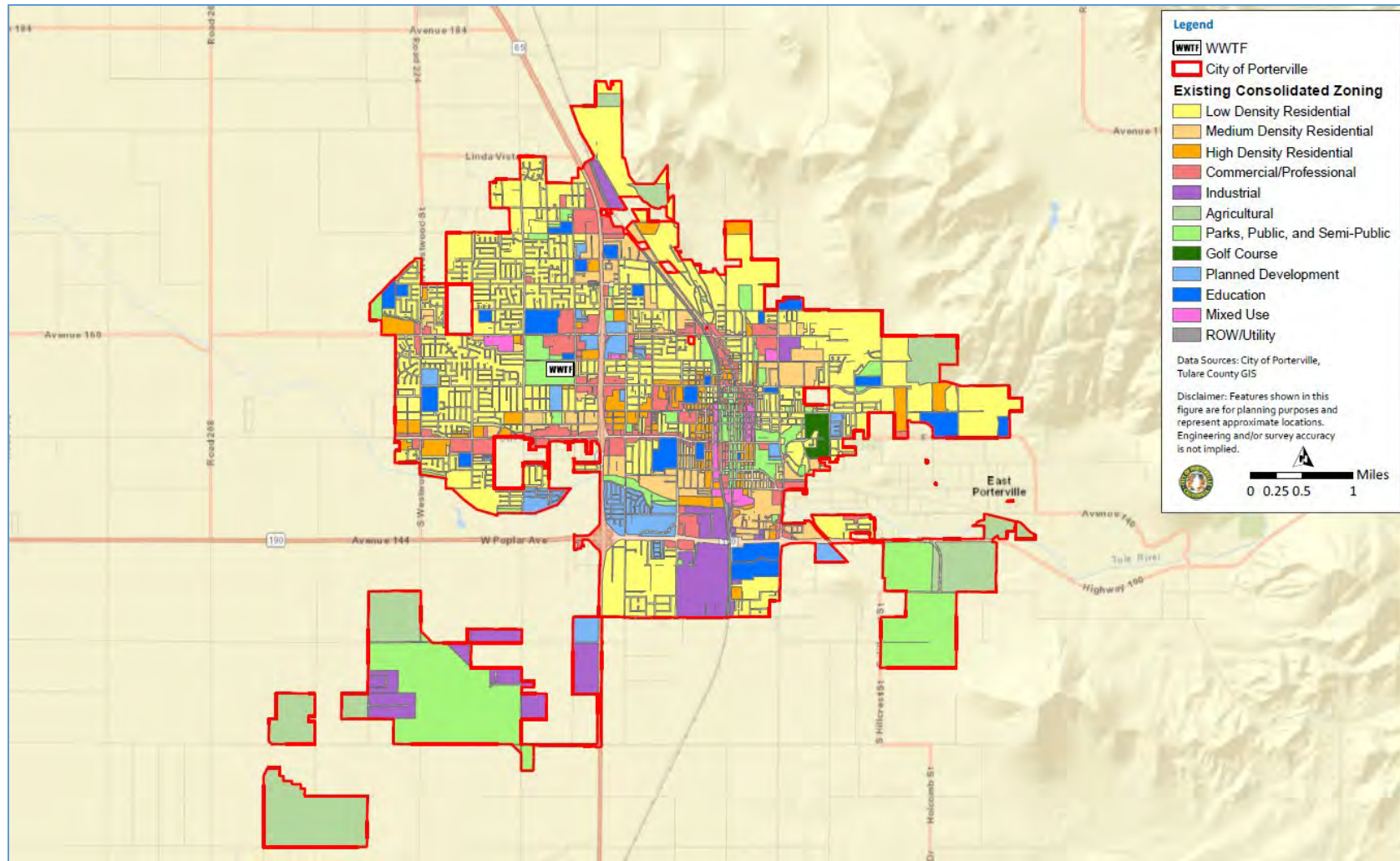


Figure 1.4 City Land Use Map

1.3.2 Population

1.3.2.1 Historical Sewer Service Area Population

Historical population estimates for the City were provided by the City Planning Department as well as the California Department of Finance (DOF). The historical sewer service population was calculated by adding the estimated City population, the estimated population of the Porter Vista Public Utility District, and the estimated population for other sewer connections outside the City limits. The population for additional sewer connections was estimated by multiplying the assumed household size (3.37) by the given number of connections outside the City limits (41). Table 1.2 shows the estimated historical sewer service population.

Table 1.2 Historical Sewer Service Area Population

Year	City Population Estimates ^{(1), (2)}	Porter Vista Public Utility District	Other Connections	Sewer Service Area Population Estimates
2000	37,619	6790	138	44,547
2001	40,650	6790	138	47,578
2002	41,009	6790	138	47,937
2003	41,945	6790	138	48,873
2004	43,150	6790	138	50,078
2005	44,496	6790	138	51,424
2006	45,220	6790	138	52,148
2007	51,467	6790	138	58,395
2008	51,863	6790	138	58,791
2009	52,056	6790	138	58,984
2010	52,960	6790	138	59,888
2011	54,843	6790	138	61,771
2012	55,107	6790	138	62,035
2013	55,490	6790	138	62,418
2014	55,697	6790	138	62,625
2015	55,852	6790	138	62,780
2016	60,070	6790	138	66,998
2017	60,114	6790	138	67,042
2018	60,798	6790	138	67,726

Notes:

(1) City population estimates for the years 2000 through 2016 provided by the City Planning Department

(2) City population estimates for the years 2017 and 2018 provided by the California Department of Finance

1.3.2.2 Projected Sewer Service Area Population

Based on feedback from the City, it was determined that a 2.5 percent growth rate would be used to project population growth out from 2019 to 2040. This growth rate is consistent with the 2015 Urban Water Management Plan (UWMP). The UWMP states that the average annual population growth rate from 2000 to 2015 was 2.5 percent and the City's population projections are based on the assumption that the growth rate will be the same. The RWFS assumes a growth rate of 2.5 percent per year and assumes that the sewer service area population will match the City growth rate.

Table 1.3 summarizes the projected population out to the planning year of 2040. This population projection was used to calculate projected future flows and loads.

Table 1.3 Projected Sewer Service Area Population

Year	Sewer Service Area Population Projection (2.5% Annual Growth Rate)
2018	67,726
2019	69,419
2020	71,155
2030	91,084
2035	103,053
2040	116,595

Figure 1.5 shows the historical and projected sewer service area population with an assumed annual growth rate of 2.5 percent.

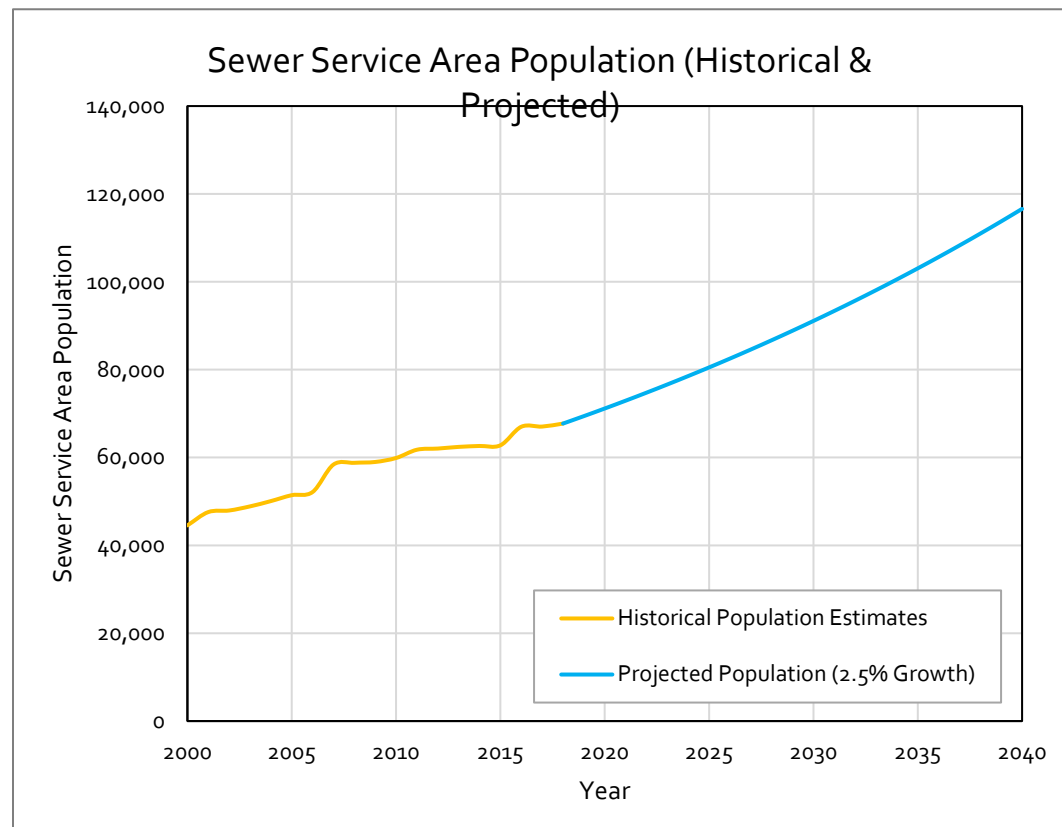


Figure 1.5 Sewer Service Area Population Projection

1.4 Statement of Problems and Needs

The development of this RWSF was influenced by a number of contributing factors including:

- **General Plan Update:** In 2008, the City adopted an updated general plan, which created and modified land use pattern with the City and projected the City's growth out to 2030.
- **Expanded Urban Development Boundary:** In 2014, the City, Tulare County, and the Tulare County Local Agency Formation Commission (LAFCO) agreed upon a new Urban

Development Boundary for the City. The Urban Development Boundary established an expanded growth boundary that includes a small Tulare County community of approximately 7,300 residence known as East Porterville.

- **Sustainable Groundwater Management Act (SGMA):** SGMA provides a framework for the sustainable management of groundwater basins within California. The Act requires that groundwater basins ranked as medium- or high-priority basins establish a Groundwater Sustainability Association for the development of a Groundwater Sustainability Plan (GSP). The goal of the GSP is to bring the groundwater basin into balance by 2040. The City is located within the Tule Groundwater Basin – a basin defined as a high-priority basin by the Department of Water Resources.
- **Surface Water Potential Supplies:** The City has identified 2,500 acre feet per year (AFY) of surface water to be developed through partnership agreements with local irrigation districts as a potential reliable water supply for recharge to the groundwater basin. Currently, surface water is underutilized within the City limits and the City has investigated the possibility of treating surface water and delivering it directly to the users.
- **Wastewater Treatment Facility Expansion:** Currently the City's WWTF has a capacity of approximately 8 million gallons per day (mgd) and produces undisinfected secondary wastewater. The average daily wastewater flow for 2018 is 4.35 mgd. Wastewater projections indicate that the WWTF's capacity would need to be increased to 7.26 mgd in 2032 and 8.84 mgd in 2040 to accommodate the City's projected population.
- **Reduced Groundwater Yield from Existing Wells:** Due to the City's aging well infrastructure and five consecutive years of drought, well production has decreased dramatically over the years. A combination of new wells and the rehabilitation of existing wells will be required to support future development.
- **Water Reclamation/Recycling:** A growing emphasis has been placed on opportunities for the use of recycled water. Currently, the City uses wastewater effluent for restricted irrigation. Effluent flows exceeding crop demands are discharged to percolation ponds in the reclamation area. Other potential uses for recycled water include landscape irrigation.

The City is currently over-drafting their groundwater supply by approximately 1,200 AFY. In addition, projected demands are expected to be approximately 10 mgd greater than existing demands. The City is interested in exploring opportunities to offset potable demands and/or augment supply. Recycled water could be used to offset potable demands by replacing irrigation with potable water with irrigation with non-potable water. Recycled water could also be used for agricultural irrigation in exchange for surface water credits. The primary focus of this RWFS is the reuse potential for the City's WWTF effluent.

The objective of the RWFS is to determine the feasibility of developing a recycled water system that will help reduce demands on groundwater and support the City's sustainability goals. It will be used to determine where opportunities exist for recycled water, what barriers exist to implementing reuse, and provide cost/benefit analysis for its development. This RWFS will rely on the information generated and determinations made in conjunction with the evaluation of wastewater treatment alternatives being evaluated separately by the City.

Chapter 2

WATER SUPPLY CHARACTERISTICS AND FACILITIES

This chapter summarizes the quality and quantity of the current water supply available to the City of Porterville (City), summarizes existing facilities used for drinking water supply and distribution, and describes the City's water supply plans for meeting future water demands.

2.1 Water Source, Facilities, and Capacity

2.1.1 Groundwater

The City provides potable water to its customers within the City limits and to some small areas outside the City limits. The City currently relies 100 percent on groundwater from the Tule Sub-basin for its potable water supply. As described in Chapter 1 of this Recycled Water Feasibility Study (RWFS), water is pumped into the distribution system from a network of 37 potable water supply wells.

Table 2.1 lists the 37 wells along with their locations and pumping capacities based on most recent well pump efficiency tests and input from City staff. As shown in Table 2.1, 31 wells are active and 6 wells are inactive or on standby. In addition to existing wells, the City has planned to add 3 wells.

Table 2.1 Wells in the City's Potable Water Supply Network

Well Name	Status	Location	Pumping Capacity (gpm)
Airport-1	Active	1893 S. Newcomb	348
Airport-2	Active	West s/o Scranton	305
City-1A	Active	170 E. Putnam Ave.	405
City-3	Active	Willow & N. E St.	324
City-4	Inactive	Orange/E St.	375
City-6	Active	437 W. Kanai Ave.	484
City-7	Active	Orange & Western	176
City-8	Active	Walnut & A St.	201
City-10	Active	Orange/Western	252
City-11	Active	Garden & 4th	285
City-12	Standby	892. W Henderson Ave.	145
City-13	Inactive	191 W. Poplar	--
City-15	Active	Morton @ G St.	297
City-16	Active	1495 W. Henderson	534
City-17	Active	1341 W. Tomah	577

Well Name	Status	Location	Pumping Capacity (gpm)
City-18	Active	1891 W. Henderson	454
City-19	Active	Jaye & Date	315
City-20	Active	Morton & Newcomb	604
City-21	Active	369 N. Hockett St.	631
City-22	Active	Newcomb & Tomah	739
City-23	Active	Union & Indiana	359
City-24	Active	Olive Ave. w/o Taylor	538
City-25	Active	1594 W. Date Ave.	587
City-26	Active	861 S. Indiana	358
City-27	Active	Gibbons & Jaye St	211
City-28	Active	F St./Gibbons	150
City-29	Active	2250 W. Henderson	340
City-31	Active	293 S. Mathew	644
City-32	Active	44776 Plant	271
City-33	Active	29648 Plant	516
East Porterville-5	Active	Alta Vista/Springville	75
Lindale-1	Active	Tomah /Beverly	240
Lindale-5	Inactive	Tomah/Salisbury	495
Lindale-7	Active	Thurman/Cobb	347
Lindale-8	Inactive	2107 White Chapel Way	270
Rowland-5	Inactive	Newcomb/Forest	110
Rowland-7	Active	2006 W. Olive Ave.	375
CW-34	Planned	--	1,200
CW-35	Planned	--	500
CW-37	Planned	--	600

2.1.2 Major Facilities

The City's water system has six active water reservoirs totaling 10.15 million gallons (MG). As part of the East Porterville Project, a new 1.2 MG storage tank will be added to the system by the year 2025. There are nine booster pump stations located through the distribution system and approximately 260 miles of pipeline installed. As East Porterville is incorporated into the City's water distribution system, total pipeline length is estimated at 274 miles.

The water system consists of seven pressure zones: 1) Rocky Hill, 2) Jasmine/Crestview, 3) Corona Heights, 4) East, 5) Scenic Heights, 6) Central, and 7) West. A significant amount of the demands are located in the Central Pressure Zone.

To replenish the groundwater, the City currently has 23 stormwater recharge basins located within City Limits. Table 2.2 lists the stormwater basins along with their approximate volumes.

Table 2.2 Stormwater Basins and Volumes

Basin ID	Basin Name	Volume (AF)
8	Hayes Field	25.8
9	Zalud Park	104
10	Rocky Hill 1	50
12	Lewis Pond	127.3
17	KTIP	70.3
23	Mulberry at Friant Canal	54.4
26	Roby @ Conner	46.7
28	Jay @ Worth	50.6
30	OHV Park	76.1
52	Lewis Property	16
55	NE of 190/65	30.0
06A	Veterans	7.8
06B	Veterans	45.1
06C	Veterans	35.2
CORONA	Corona @ Porter Slough	23.4
GH_BASIN	Granite Hills	64.2
INDIANA	Indiana St	42.6
MATHEW	Mathew and Heritage	10.50
ORANGE	Orange and Prospect	1.3
ORCHARD_RIDGE	Orchard Ridge Subdivision	35.0
SANDRA	Sandra St	2.6
VALLEY_OAK	Valley Oak Subdivision	3.4
WESTWOOD	Airport Industrial	53.7

Figure 2.1 shows a map of the City's supply wells, existing stormwater recharge basins, and planned stormwater and surface water recharge basins.

2.1.3 Capacity

The City's sole source of water is wells located throughout the distribution system. There are 31 active wells for a total capacity of 12,032 gpm. The Urban Water Management Plan (UWMP) indicated that groundwater levels have declined an average of 0.75 feet per year, and well yields have decreased substantially. The yielding capacity of the existing wells can be attributed to decreased static water levels due to consecutive drought years.

The City has three planned wells. The planned wells are located on the west side of the City where the groundwater quality is generally higher. The three wells are expected to be operational by spring of 2021, and are estimated to have a capacity of 500 to 1,200 gpm, bringing the total capacity to approximately 14,332 gpm.

2.2 Need for Additional Water Sources

Due to the City's aging well infrastructure and consecutive years of drought, well production has decreased dramatically over the years. The City's current average day demands are approximately 12.3 million gallons per day (mgd) and future average day demands are expected to be 22.8 mgd by 2040 (see section 2.3.2). The City is exploring other water supplies, including use of recycled water to offset demands or augment supplies to meet the projected demands. An evaluation of the City's water system to meet future demands is being conducted in a separate study, and preliminary information is provided here.

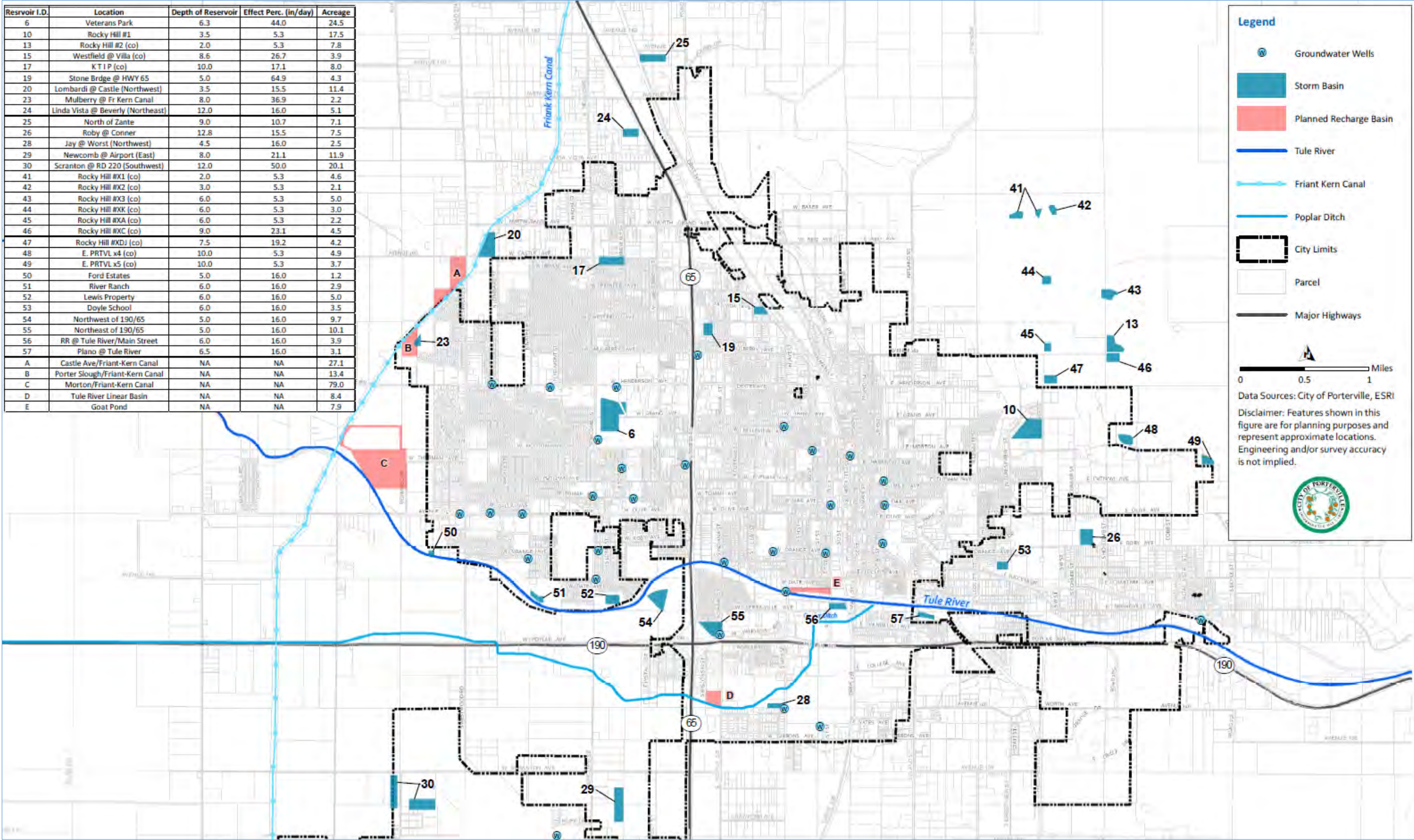


Figure 2.1 City's Potable Water Supply Wells and Recharge Basins

2.3 Historical and Projected Water Use Trends

2.3.1 Historical Water Use

The City's historical water consumption records from 2000 to 2018 were reviewed to determine the daily, monthly, and seasonal fluctuations as well as peaking factors, typical water use trends, and per capita water demands. These were used as the basis for estimating existing demands. Table 2.3 summarizes the City's historical service area population, average day demand (ADD) and maximum month demand (MMD) in mgd, and MMD/ADD peaking factor from 2000 to 2018.

Table 2.3 Historic Water Use

Year	Service Area Population ⁽¹⁾	Average Day Demand (mgd)	Max Month Demand (mgd)	MMD/ADD Peaking Factor
2000	50,594	9.42	20.53	2.39
2005	57,568	10.88	18.36	1.69
2010	64,827	11.06	18.12	1.64
2015	65,702	8.54	11.74	1.37
2018	73,948	9.64	13.38	1.39

Note:

(1) 2005 to 2015 service area population is from Urban Water Management Plan Update, 2017. City Planning Department provided service area population data for 2018.

The City saw a significant drop in domestic water use from 2013 to 2015, which is attributable to water conservation efforts. Since construction on the East Porterville Project began in 2016, 300 residents were connected to the system in 2017, and 450 additional residents were connected in 2018.

2.3.1.1 Per Capita Water Demand

The per capita consumption rate is used for estimating the City's future water demands. The consumption rate expressed in gallons per capita per day (gpcd) is applied to the projected service area population to yield future water requirements. Table 2.4 summarizes the historical domestic per capita water demand.

Table 2.4 Historic Per Capita Water Demand

Year	Service Area Population ⁽¹⁾	ADD (mgd)	Per Capita Demand (gpcd)
2000	50,594	9.42	186
2005	57,568	10.88	189
2010	64,827	11.06	171
2015	65,702	8.54	130
2018	73,948	9.64	130

Note:

(1) 2005 to 2015 service area population is from Urban Water Management Plan Update, 2017. City Planning Department provided service area population data for 2018.

The City's per capita water demand has ranged from 129 to 221 gpcd, and has been trending downward. The reduction in per capita demand can be attributed to increased conservation. For planning purposes, a per capita demand of 179 gpcd was used for future water demand projections. This value was chosen because it matches the City's UWMP conservation target for

per capita water usage of 179 gpcd for 2020. The average per capita water demand for the years 2010-2014 (pre-drought) was 171 gpcd, and the average per capita water demand for the years 2015-2018 (drought) was 130 gpcd. The average 2015-2018 per capita demands may be artificially low due to state-mandated water conservation, and therefore the City may see a rebound in the per capita water demands as drought conditions continue to ease.

2.3.1.2 Water Demand Factors

A water demand factor (WDF) is the estimated amount of water usage per area by land use type. These factors are used to estimate the ADD for the potential development areas by multiplying the WDF by acres of each land use category. Table 2.5 shows the WDFs that correspond to the City's customer classes.

Table 2.5 Water Demand Factors

Land Use Category	WDF (gpd/acre)
Residential	
Rural Residential	350
Very Low Density Residential	1,300
Low Density Residential	1,900
Low Medium Density Residential	2,300
Medium Density Residential	2,600
High Density Residential	4,000
Commercial	
Neighborhood Commercial	1,700
Retail Centers	2,000
Professional Office	2,900
General and Service Commercial	2,300
Downtown Retail	2,000
Industrial	
Industrial	3,300
Industrial Park	2,200
Mixed Use	
Commercial Mixed Use	2,800
Downtown Mixed Use	4,000
Other	
Public Institutional (Excl. Airport)	900
Education	2,500
Parks and Recreation	3,200
Agriculture Rural Conservation	0
Other (Unknown)	0
Airport	200

Note:

(1) WDF analysis is based on 2017 observed data.

2.3.2 Projected Water Demand

Using the projected population; peaking factors, per capita demand rates, WDFs, and land use designations, the future water demands were forecast. Table 2.6 summarizes existing and future demands.

Table 2.6 Future Demand Projections

Year	Projected ADD (mgd)	Projected MDD ⁽¹⁾ (mgd)
(Existing)	12.3	24.0
2020	13.9	27.1
2025	15.7	30.6
2030	17.8	34.7
2035	20.1	39.2
2040	22.8	44.5
Buildout	29.4	57.3

Note:

(1) MDD/ADD peaking factor = 1.95; PHD/ADD peaking factor = 2.43

2.4 Groundwater Management and Recharge

The City's sole water source is groundwater from the Tule Sub-basin. The Tule Sub-basin, along with many other sub-basins in the surrounding area, has been classified by the Department of Water Resources (DWR) as in a critical overdraft condition and a high priority sub-basin. The Sustainable Groundwater Management Act (SGMA), which went into effect on January 1, 2015, requires local water agencies within high-priority groundwater subbasins to form Groundwater Sustainability Agencies (GSAs) and prepare Groundwater Sustainability Plans (GSPs). The goal of the GSP, which must be adopted by January 1, 2020, is to bring the groundwater basin into balance by 2040. The City is a member of the Eastern Tule GSA, which is developing its GSP at this time. The City and its GSA partners will strive to manage their groundwater supply in accordance with the GSA and SGMA requirements. Upon completion of the GSP and associated rules and regulations for implementing the GSP, the City will have a groundwater pumping allocation that is expected to provide a portion of the supply to meet future demands.

The City is evaluating other opportunities for expanding groundwater recharge capacity, among approaches to augmenting the supplies. As mentioned previously, an evaluation of the City's water system to meet future demands is in progress, and preliminary information is included as follows.

The City has acquired surface water rights from the Pioneer Water Company and Porter Slough Ditch Company that amounts to 483 shares. These shares equate to quantity of water ranging between 1 acre-feet to 2 acre-feet per share, all of which is dependent on the available water allocations for each given year. Groundwater recharging efforts are the current sole use of this surface water supply. In addition, the City has set aside funds within the water budget for the acquisition of additional surface water supplies, when they become available, from local irrigation companies or districts near and surrounding Porterville when available. For over a decade, the City of Porterville has been aggressive in groundwater recharging by acquiring additional surface water supplies, above and beyond the Pioneer Water Company and Porter

Slough Ditch supplies. Porterville's recharging efforts have averaged about 2,175 acre-feet per year between 2007 and 2013.

2.5 Quality of Water Supplies

In spring 2017, chemical analyses including major cations and anions, pH, electrical conductivity (EC), total dissolved solids (TDS), iron, manganese, arsenic, alpha activity, and nitrate-nitrogen were obtained for the City wells. Other inorganic chemical constituents were not significant.

The results are detailed in Kenneth Schmidt's 2018 Technical Memorandum on Updated Groundwater Conditions for the City of Porterville, included in Appendix A. Overall, all of the water supply wells are in full compliance, and any wells that are out of compliance have been shut down.

2.5.1 Shallow Wells

The results for the City's shallow wells, sampled in February and March 2017, are listed in Table 2.7.

TDS concentrations ranged from 140 to 330 mg/L. Nitrate-nitrogen concentrations ranged from 1 to 8.4 mg/L. The highest nitrate-nitrogen concentrations (about 7 to 8.4 mg/L) were in Wells C-20 and C-21, both of which have relatively shallow perforations. Concentrations of iron, manganese, and arsenic were below the respective MCLs except for iron in Well L-8 (1.2 mg/L, compared to the recommended MCL of 0.3 mg/L). The manganese concentration in Well L-8 (0.04 mg/L) was just below the recommended MCL of 0.05 mg/L. Alpha activities were less than the MCL of 15 picocuries per liter (pCi/L). The highest alpha activities (8.0 to 9.7 pCi/L) were in Wells C-21 and C-26.

2.5.2 Deep Wells

The results for the City's deep wells, sampled in February and March 2017, are listed in Table 2.8.

TDS concentrations ranged from 160 to 300 mg/L. Nitrate-nitrogen concentrations ranged from less than 1 to 5.5 mg/L. The highest nitrate-nitrogen concentrations (4.1 to 5.5 mg/L) were in Wells C-6, C-10A, C-11, and C-24. Three of these wells (C-6, C-10A, and C-24) have perforations extending up to from 100 to 120 feet in depth. In contrast, Well C-11 does not have perforations this shallow, and the reason for the moderate nitrate-nitrogen concentrations in water from this well is unknown. Iron concentrations were less than the recommended secondary MCL of 0.3 mg/L except for Wells C-12 and C-33, which had from 0.35 to 0.6 mg/L of iron. Manganese and arsenic concentrations were less than their respective MCLs. Alpha activities ranged from 1.9 to 11.7 pCi/L and were less than the MCL of 15 pCi/L. The highest alpha activity was in Well C-6.

Table 2.7 Shallow Well Chemical Analysis Results ⁽¹⁾

Constituent (mg/L)	C-1	C-4	C-15	C-17	C-20	C-21	C-22	C-26	L-1	L-7	L-8	R-7	R-11	R-12	EP-533
Calcium	34	42	32	42	42	46	47	57	-	38	25	56	27	32	33
Magnesium	16	7	7	6	5	17	7	10	6	6	4	8	4	5	8
Sodium	23	23	17	20	25	24	22	21	-	22	11	22	12	13	23
Potassium	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Carbonate	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
Bicarbonate	200	200	170	180	180	220	210	220	-	180	100	230	130	130	200
Sulfate	12	20	8	10	18	14	17	17	-	13	21	15	10	9	13
Chloride	15	17	8	12	16	31	19	15	-	12	6	14	8	7	11
Nitrate-N	3.6	4.1	1.6	2.5	8.4	6.8	4.3	4.1	2.7	3.9	1.8	4.3	1.6	1.1	3.4
Fluoride	0.2	<0.1	0.2	0.1	0.1	0.2	0.1	0.1	-	0.2	0.1	0.1	0.2	0.1	0.2
pH	7.2	6.9	7.2	7.4	7.3	7.2	7.2	7.2	-	7.2	7.1	7.2	7.1	7.2	7.4
Electrical Conductivity (µmhos/cm @25°C)	402	406	305	346	411	502	413	449	-	364	238	457	257	273	365
Total Dissolved Solids (@180°C)	220	250	210	200	260	330	240	280	-	220	140	270	170	170	220
Iron	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	-	<0.1	1.2	<0.1	-	<0.1	<0.1
Manganese	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	-	<0.02	0.04	<0.02	-	<0.02	<0.02
Arsenic (ppb)	<2	<2	<2	<2	<2	<2	<2	<2	-	<2	<2	<2	-	<2	<2
Alpha Activity (pCi/L)	-	6.5	-	3.6	6.3	8.0	5.7	9.7	4.9	5.2	2.9	-	2.6	-	3.6
Hexavalent Chromium (ppb)	<1	<1	-	<1	<1	-	<1	<1	<1	<1	<1	-	-	-	-
Date	3/15/17	5/10/17	3/16/17	3/15/17	5/10/17	3/16/17	5/10/17	3/16/17	2/4/17	3/15/17	5/11/17	3/15/17	5/11/17	3/15/17	5/10/17
Perforated Interval (ft)	120-140	308 O.B.	180-300	100-300	122-379	125-215	95-350	100-295	66-205	96-216	144 O.B.	106-146	216 O.B.	120-230	T.D. 154

Note:
 (1) Kenneth D. Schmidt & Associates, Groundwater Quality Consultants (September 2018) Technical Memorandum on Updated Groundwater Conditions for City of Porterville. Prepared for Carollo Engineers, Inc., Inc. Walnut Creek, California. Results of sampling conducted February through May 2017.

Table 2.8 Deep Well Chemical Analysis Results ⁽¹⁾

Constituent (mg/L)	C-3	C-6	C-7	C-8	C-10A	C-11	C-12	C-16	C-18	C-19	C-23	C-24	C-25	C-27	C-28	C-29	C-31	C-32	C-33	AP-1	AP-2
Calcium	23	49	36	35	51	30	38	23	34	34	37	44	44	44	35	37	38	-	43	30	36
Magnesium	19	10	6	9	10	19	6	13	6	6	6	6	7	7	5	5	6	-	6	4	8
Sodium	27	22	17	18	25	26	20	26	23	18	15	22	22	19	19	16	16	-	19	29	28
Potassium	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Carbonate	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
Bicarbonate	200	210	180	180	240	240	200	170	170	170	160	210	200	200	170	170	180	-	180	170	210
Sulfate	11	13	11	12	13	15	13	10	12	7	7	14	11	11	8	10	9	-	10	9	16
Chloride	15	17	11	13	17	23	14	11	14	10	7	16	11	10	8	10	8	-	10	9	16
Nitrate-N	3.9	4.1	1.6	3.2	4.1	5.5	3.2	2.0	2.7	<1	<1	4.1	1.8	1.8	1.4	3.2	1.1	-	1.4	2.0	3.9
Fluoride	0.2	0.1	0.2	0.2	0.1	0.2	0.3	0.1	0.1	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1	-	0.1	0.1	0.1
pH	7.7	7.3	7.2	7.3	7.0	7.7	7.2	7.8	7.5	7.4	7.2	7.4	7.3	7.3	7.3	7.5	7.3	-	7.4	7.6	7.7
Electrical Conductivity (µmhos/cm @25°C)	387	432	324	350	470	474	362	327	337	310	290	392	367	366	314	324	313	-	346	313	398
Total Dissolved Solids (@180°C)	210	260	210	200	300	270	210	160	190	170	160	230	220	220	200	180	170	-	210	200	220
Iron	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	0.60	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	-	0.35	<0.1	<0.1
Manganese	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	-	<0.02	<0.02	<0.02
Arsenic (ppb)	3	<2	<2	<2	<2	<2	<2	2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	3	<2
Alpha Activity (pCi/L)	-	11.7	6.8	3.9	-	2.7	-	1.9	4.5	3.0	2.5	5.9	4.6	4.7	-	3.5	-	-	4.8	-	4.3
Hexavalent Chromium (ppb)	-	<1	-	<1	<1	-	-	-	-	-	<1	-	<1	-	-	-	-	<1	<1	-	-
Date	3/15/17	3/15/17	5/10/17	5/10/17	3/16/17	5/10/17	5/11/17	3/15/17	3/15/17	3/15/17	3/16/17	5/10/17	3/16/17	3/15/17	3/15/17	5/10/17	3/15/17	3/16/17	3/16/17	3/16/17	5/10/17
Perforated Interval (ft)	207-535	115-438	160-593	79-435	120-450	250-506	201-601	240-548	70-600	90-520	200-450	100-610	100-440	110-615	100-620	80-620	100-550	240-760	220-810	258-676	270-720

Note:
 (1) Kenneth D. Schmidt & Associates, Groundwater Quality Consultants (September 2018) Technical Memorandum on Updated Groundwater Conditions for City of Porterville. Prepared for Carollo Engineers, Inc., Inc. Walnut Creek, California. Results of sampling conducted February through May 2017.

Chapter 3

WASTEWATER CHARACTERISTICS AND FACILITIES

This chapter discusses current and future wastewater quality and quantity, as well as the existing facilities used to treat the wastewater to secondary levels of treatment. Any existing recycled water agreements currently in affect are also summarized herein.

3.1 Wastewater Entities and Facilities

The City of Porterville (City) owns and operates the City of Porterville Wastewater Treatment Facility (WWTF), which treats wastewater from residential, commercial, and industrial dischargers within the City as well as from Porterville State Hospital and the Porter Vista Public Utility District (PVPUD).

3.1.1 History of the WWTF

The City's WWTF was built in 1954 with a capacity of 1.8 mgd. In June 1971, the California Regional Water Quality Control Board - Central Valley Region (CVRWQCB) adopted an Interim Water Quality Control Plan for the Tulare Lake Subbasins, which proposed making the City the sewer agency for the Porterville urban area along State Highway 190, up to and including Porterville State Hospital. An interceptor to transport wastewater from the Porterville State Hospital for treatment at the city WWTF was constructed in 1974.

The 1978 WWTF expansion to 4.0 mgd provided capacity for future growth and for the addition of existing developments which previously depended on individual disposal systems. The 1994 WWTF expansion increased the average day maximum month flow (ADMMF) design capacity from 4 mgd to 8 mgd. Various equipment and SCADA upgrades have been made to the facilities since the 1994 expansion to maintain the condition and reliability of WWTF processes. The most significant project was the replacement of digester gas-fueled engine-driven blowers with new, more efficient electric blowers in 2016. Coupled with this project was the installation of a photovoltaic (PV) system to allow the WWTF to reduce imported electrical demand and power costs.

3.1.2 Existing Facilities

Figure 3.1 provides an overview of the existing treatment facilities site plan, Figure 3.2 shows the reclamation area (described in section 3.3 and detailed in Figure 3.7) in relation to the WWTF, and Figure 3.3 shows a process flow diagram for the liquid and solids streams.

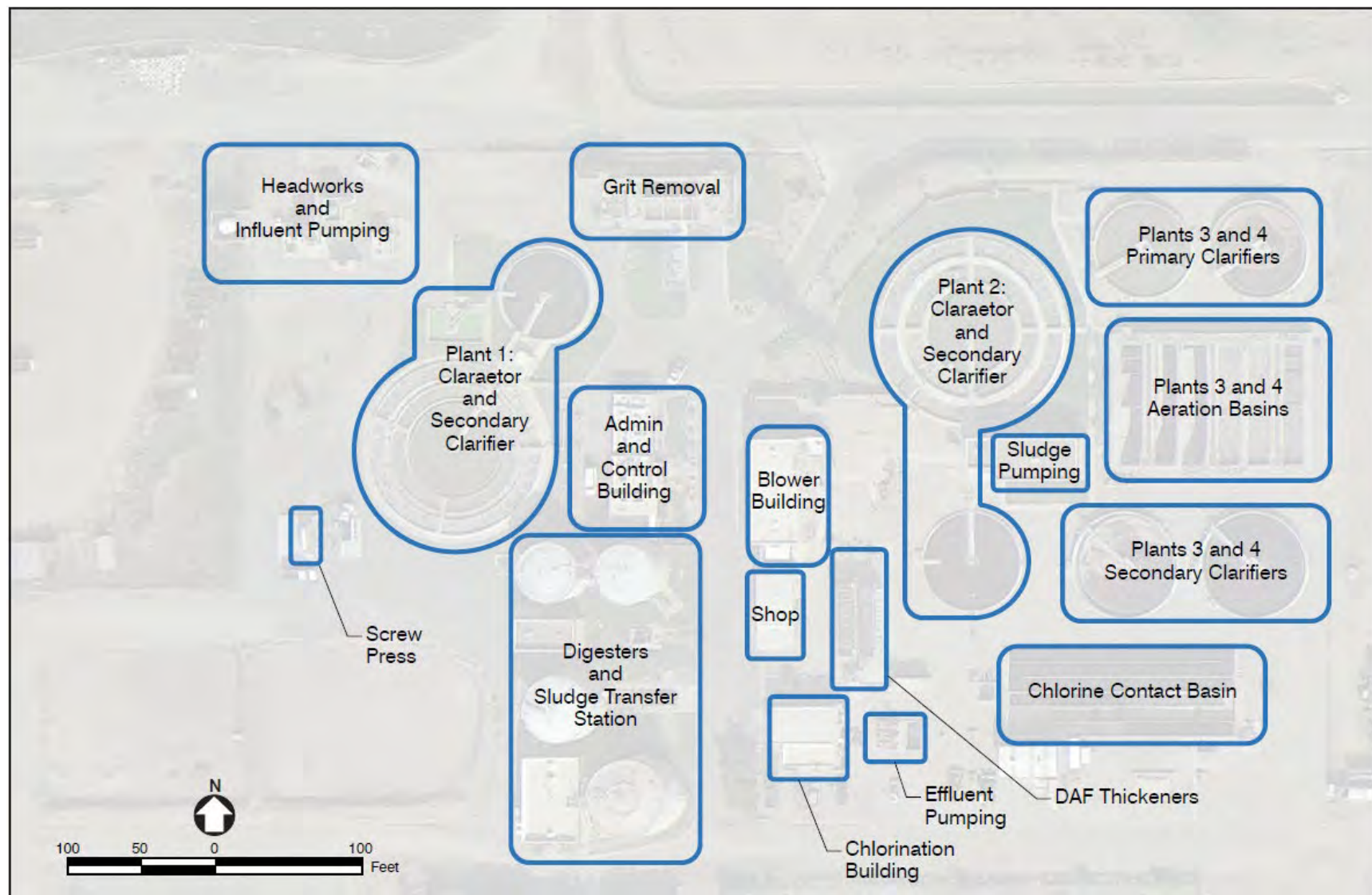


Figure 3.1 City of Porterville Wastewater Treatment Facility Site Plan

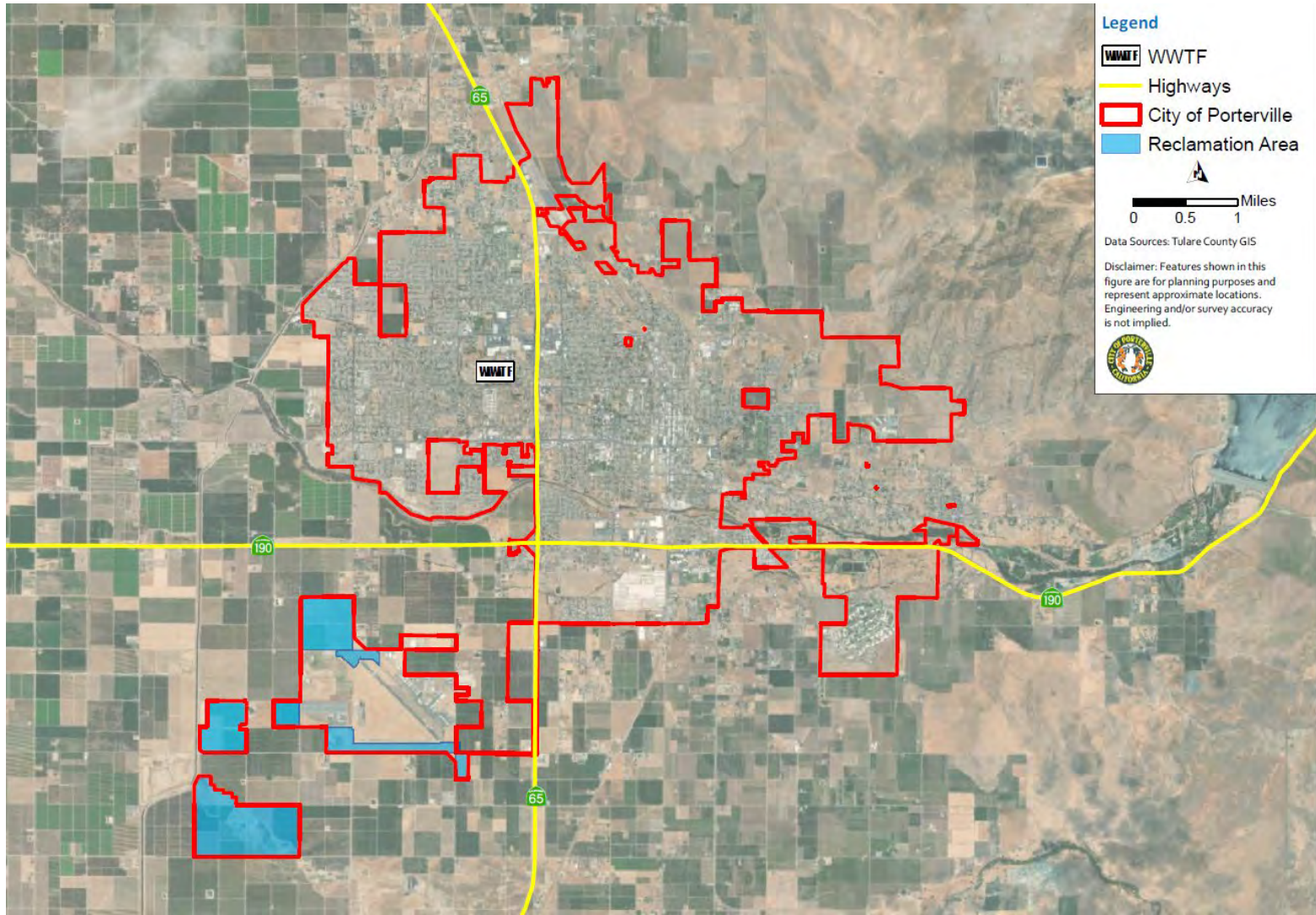


Figure 3.2 Reclamation Area Relative to the City of Porterville Wastewater Treatment Facility

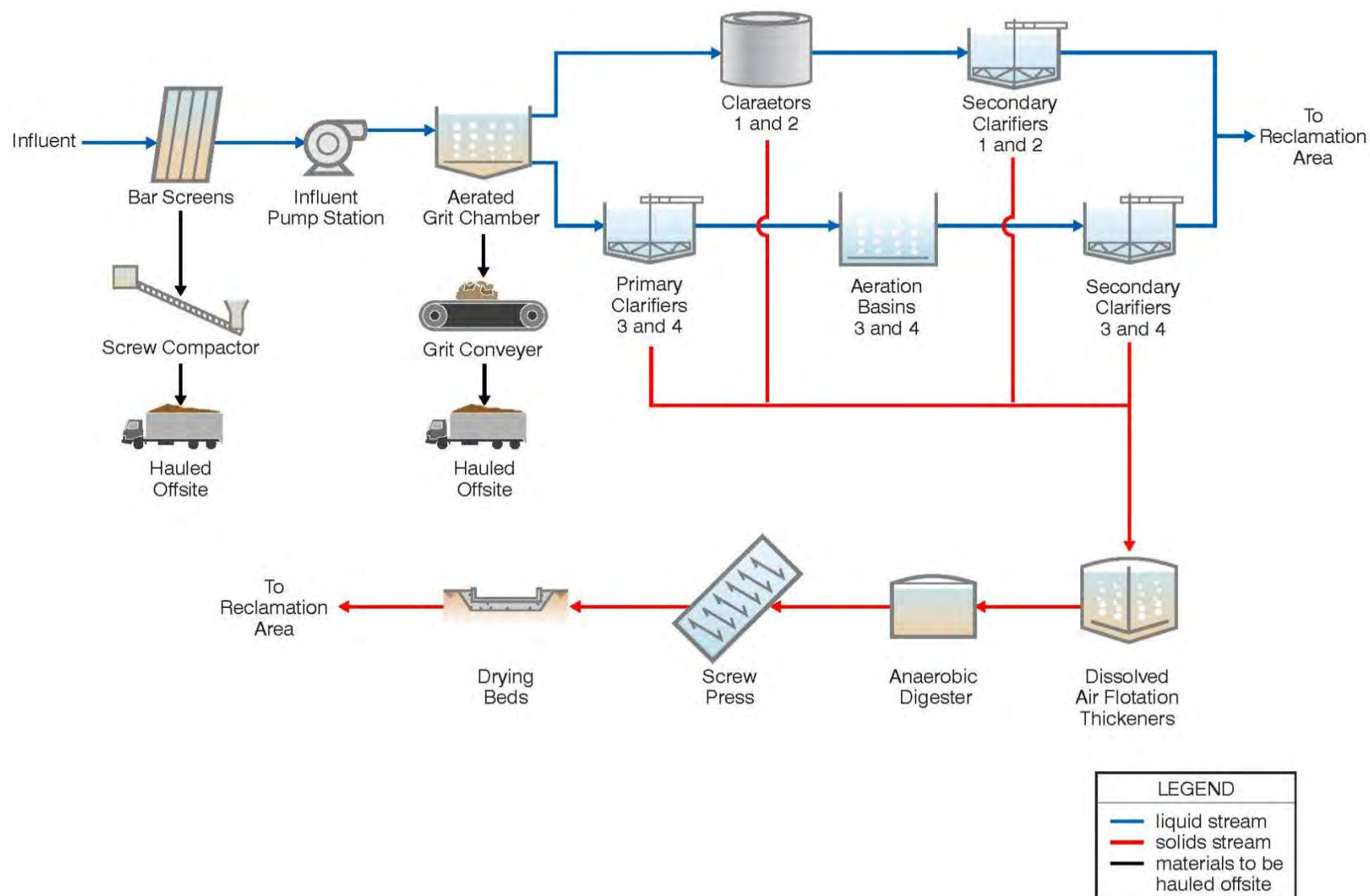


Figure 3.3 City of Porterville Wastewater Treatment Facility Process Flow Schematic

3.1.2.1 Preliminary Treatment

Sewage from the collection system enters the WWTF and passes through bar screens at the headworks. Screenings are compacted in the screw compactor and hauled offsite. Screened wastewater is pumped to the aerated grit chambers where settled grit is removed by a conveyor system and hauled to the landfill. From the grit chambers wastewater is distributed to Plants 1, 2, 3, and 4.

3.1.2.2 Plants 1, 2, 3, and 4

Primary influent from the grit chambers flows to Claraetors 1 and 2 and Primary Clarifiers 3 and 4. Primary sludge and scum are pumped to the anaerobic digesters. Primary effluent from Plants 1 and 2 continues treatment within the Claraetors, and primary effluent from Plants 3 and 4 enters Aeration Basins 3 and 4. Secondary effluent from Secondary Clarifiers 1 and 2 commingles with secondary effluent from Plants 3 and 4 before discharging from the WWTF.

3.1.2.3 Effluent Discharge

Since the effluent is no longer disinfected, the existing chlorine contact basin is no longer used. However, the final undisinfected secondary effluent still flows through the contact basin to the final effluent discharge point. From the WWTF, the final effluent is conveyed to the reclamation area, which includes approximately 705 acres of farmland and 6 percolation ponds. Effluent is used to irrigate fodder crops or discharged to the percolation ponds.

3.1.2.4 Solids Handling

Four anaerobic digesters stabilize the primary solids as well as the thickened WAS from the DAF thickeners. A screw press is used to dewater digested sludge, and the biosolids are dried further in the drying beds. When the screw press is not in operation (night hours), the digested sludge is pumped directly to the sludge beds for drying. Dried biosolids are applied at agronomic rates onto fields in the reclamation area.

3.2 Wastewater Flows

The flow and load projections summarized in this chapter are based on an analysis of available historical data provided by the City and current flow monitoring conducted in 2017.

3.2.1 Historical Flows

The historical flows used for this report are the influent flows to the WWTF measured from January 1, 2007 through December 31, 2018. Figure 3.4 shows average daily flows (ADF) and 30-day averages for 2007 through 2018. ADF is the average flow during a one-day period. Figure 3.5 shows average annual flows (AAF) and average daily maximum month flows (ADMMF) from 2012 to 2018. AAF is the average of the ADF values during a calendar year, and ADMMF is the largest volume of flow, expressed as a daily average during a continuous 30-day period or a calendar month.

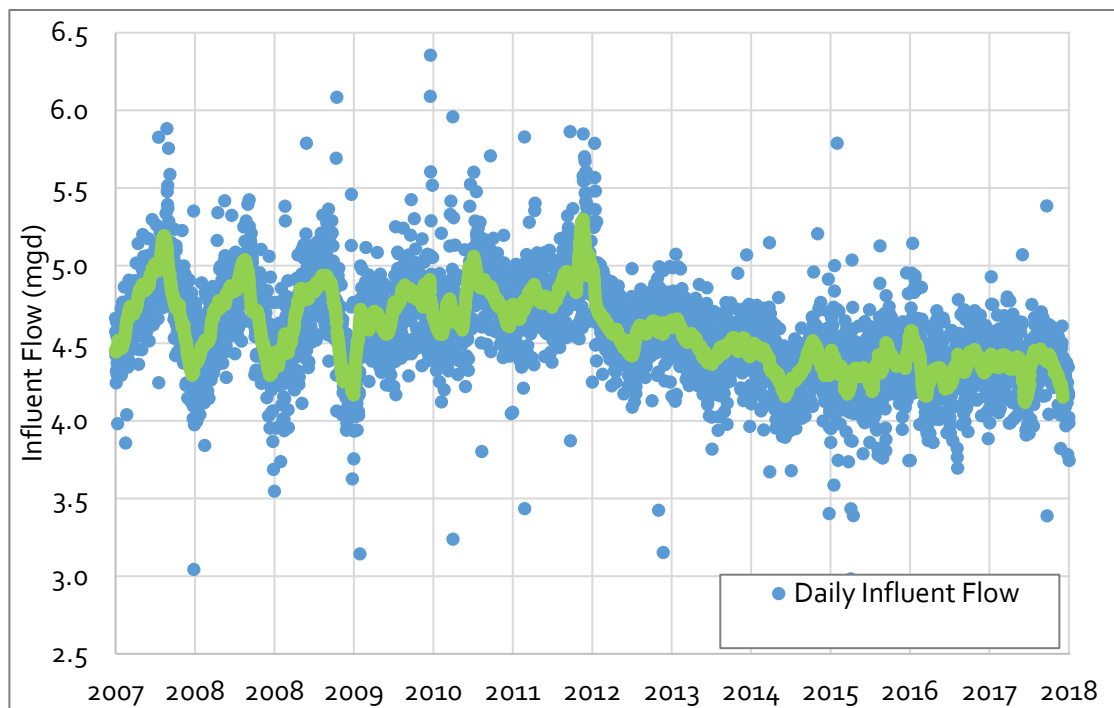


Figure 3.4 Historical Average Daily and 30-Day Average Influent Flows

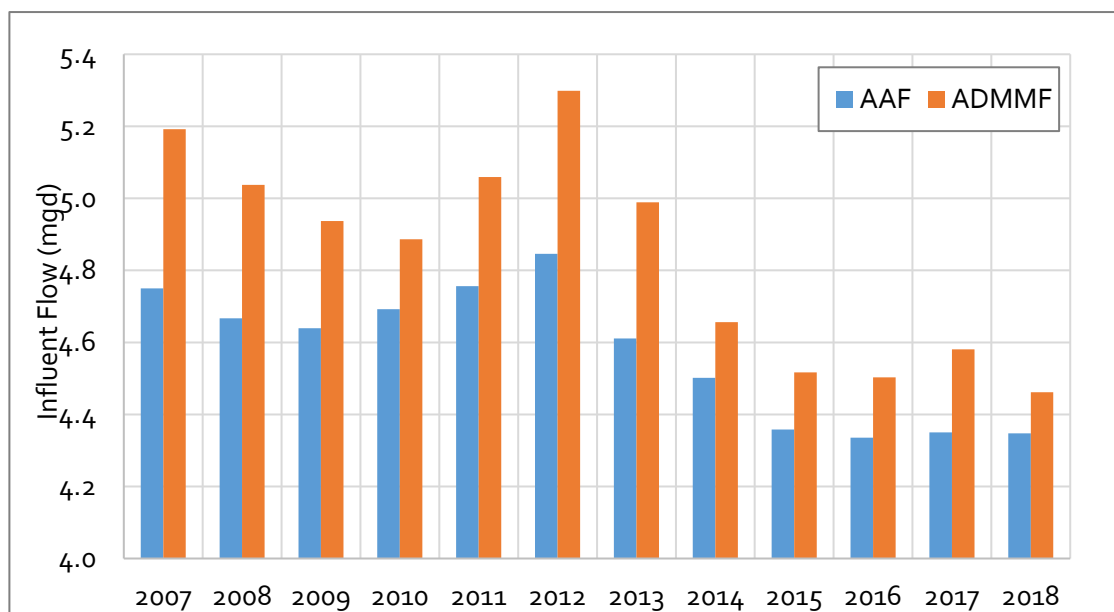


Figure 3.5 Historical Average Annual and Average Daily Maximum Month Influent Flows

As a result of water conservation measures, the influent flows decreased from 2012 to 2018 and slightly increased in 2017. It was determined that the years 2010 through 2014 accurately represent typical flows to the WWTF because those five years span both wet and dry years and they capture water use in the service area both before and during water conservation measures.

3.2.2 Maximum Month Peaking Factor

Table 3.1 presents the AAF, ADMMF, and the maximum month peaking factor from 2007 through 2016 along with the 2010-2014 averages. The average 2010-2014 maximum month peaking factor was used to calculate projected future flows and loads.

Table 3.1 Historical Annual Average Flow, Max Month Flow, and Max Month Peaking Factor

Year	AAF, mgd	ADMMF, mgd	ADMMF/AAF Peaking Factor
2007	4.75	5.19	1.093
2008	4.67	5.04	1.079
2009	4.64	4.94	1.064
2010	4.69	4.89	1.041
2011	4.76	5.06	1.064
2012	4.85	5.30	1.093
2013	4.61	4.99	1.082
2014	4.50	4.66	1.034
2015	4.36	4.52	1.036
2016	4.34	4.50	1.039
2017	4.35	4.58	1.053
2018	4.35	4.46	1.026
2010-2014	4.68	4.98	1.063

3.2.3 Per Capita Flow

Along with population estimates for the Porter Visa Utility District and other surrounding sewer service areas, the City Planning Department's population numbers from 2007 to 2018 were used to approximate the historical sewer service area population. Table 3.2 shows the sewer service area population and average annual per capita flow in gallons per capita per day (gpcd) along with the 2010-2014 average per capita flow, which was used to calculate projected future flows and loads.

Table 3.2 Historical Sewer Service Area Population and Per Capita Flows

Year	Sewer Service Area Population (persons)	Average Annual Per Capita Flow (gpcd)
2007	58,395	81.3
2008	58,791	79.4
2009	58,984	78.7
2010	59,888	78.3
2011	61,771	77.0
2012	62,035	78.1
2013	62,418	73.9
2014	62,625	71.9
2015	62,780	69.4
2016	66,998	64.7
2017	67,042	64.9
2018	67,726	64.2
2010-2014	61,748	75.8

3.2.4 Projected Wastewater Flows

Using the average 2010-2014 per capita flow of 75.8 gpcd, the average 2010-2014 maximum month peaking factor of 1.063, and the projected population numbers presented in Section 1.3.2 of this RWFS, projected wastewater flows were estimated.

Table 3.3 shows the flow projections from 2019 through the year 2040. In 2040, AAF values are projected to reach approximately 8.8 mgd, and ADMMF values are projected to reach approximately 9.4 mgd.

Table 3.3 City of Porterville WWTF Projected Flows

Year	AAF, mgd	ADMMF, mgd
2019	5.26	5.60
2020	5.40	5.74
2025	6.11	6.49
2030	6.91	7.34
2035	7.82	8.31
2040	8.84	9.40

Figure 3.6 shows the historical and projected wastewater flows (both AAF and ADMMF).

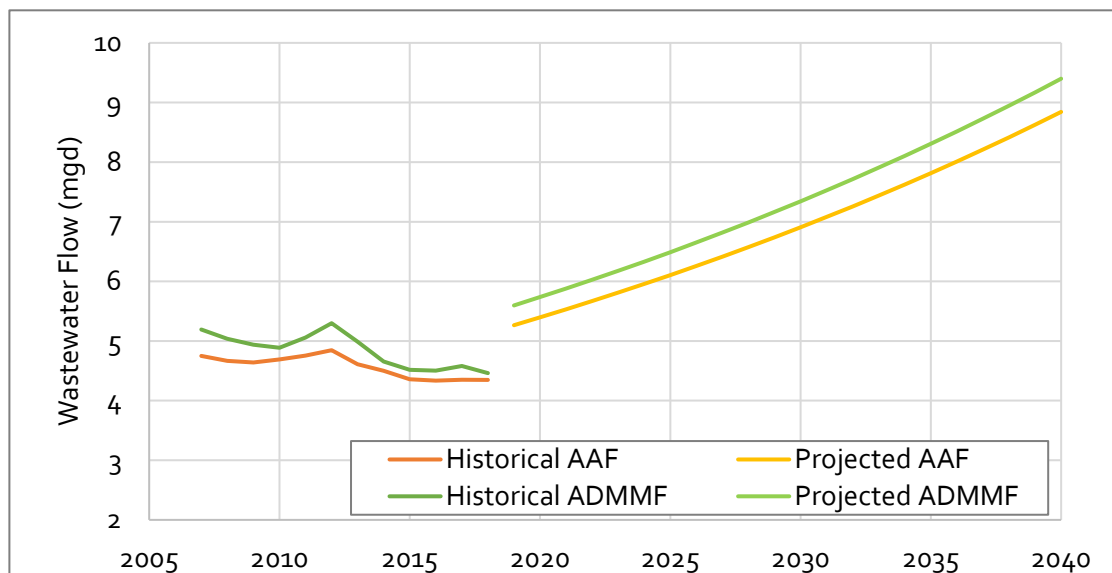


Figure 3.6 Wastewater Flows (Historical and Projected based on 2.5 percent Population Growth)

3.3 Existing Recycled Water Arrangements

The City currently discharges undisinfected secondary treated effluent to the City-owned reclamation area located near the Porterville Municipal Airport. The City's reclamation area contains 705 acres of farmland for restricted irrigation of feed and fodder crops using undisinfected secondary recycled water. The reclamation area also contains 52 acres of percolation ponds which may be used at times when the City is discharging more effluent than is required for crop irrigation. A water balance was performed to ensure that the crop water

demand and maximum hydrological loading rate onto the percolation ponds can accommodate 100 percent of the effluent discharged from the WWTF.

One farmer, Rick Perigo Roadsiding, leases the farmland in the City's reclamation area. The farmer is contracted with the City to grow feed and fodder crops in the reclamation area in accordance with state requirements. Typical crops grown are wheat, corn, alfalfa, oats, and sudan grass. The farmer irrigates these crops with the undisinfected secondary recycled water according to the crop water requirement. The farmer land-applies approximately 1,500 tons per year of biosolids from the WWTF onto fields in the reclamation area on a three-year rotation. A nitrogen balance is performed every year as part of the Biosolids General Order pre-application report to ensure that biosolids and effluent are applied at agronomic rates.

Figure 3.7 shows the City reclamation area including the percolations ponds, fields that receive effluent, fields that receive biosolids, fields that receive both effluent and biosolids, and dry-farmed fields.

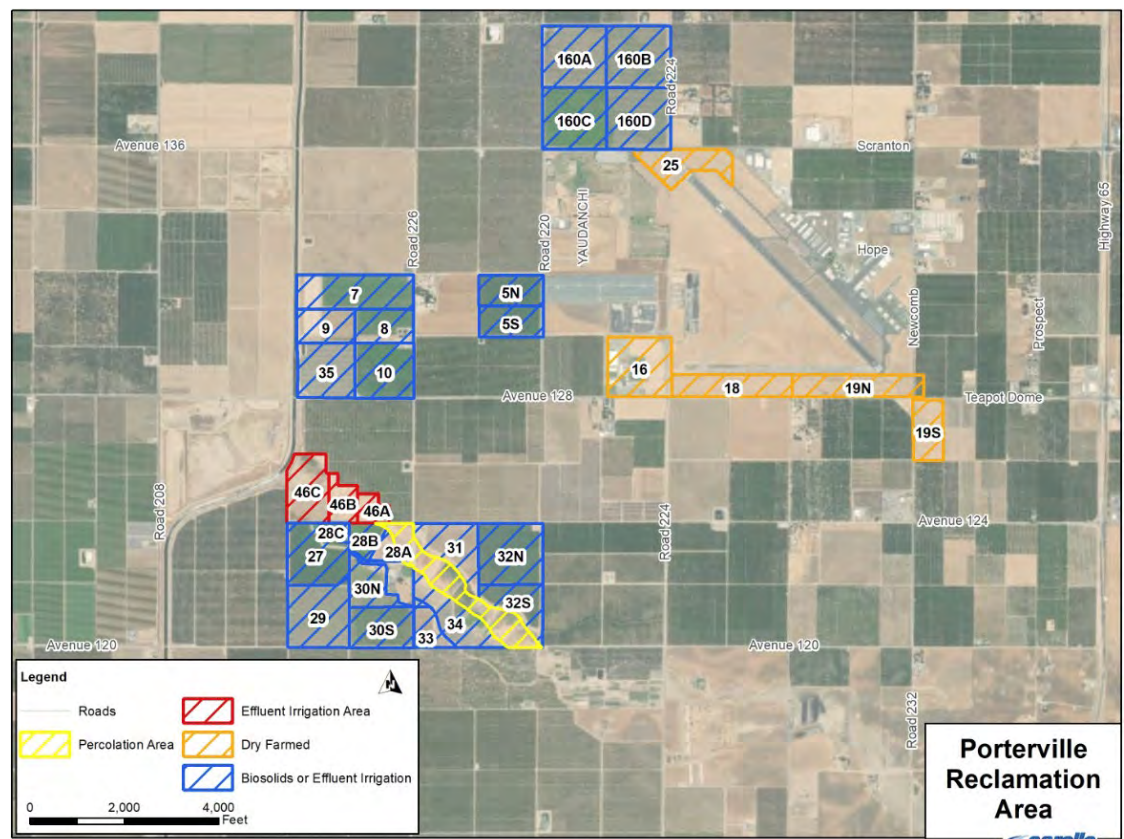


Figure 3.7 Reclamation Area

The City also currently uses its undisinfected secondary treated effluent onsite at the WWTF for lawn irrigation, seal water, and a few other WWTF processes. No entity, other than the City, has the rights to the undisinfected secondary recycled water.

Chapter 4

TREATMENT REQUIREMENTS FOR DISCHARGE AND REUSE

The City of Porterville (City) is evaluating alternatives to expand their current effluent reuse program. During an evaluation of various water supply portfolio options and the role recycled water can provide in augmenting or offsetting potable water supplies, the City has decided to explore expanded secondary or tertiary uses for recycled water.

Water reuse projects must meet the applicable public health criteria for non-potable and potable water reuse. The applicable regulations and governing authorities depend upon the type of water reuse included in the study, which may include effluent discharge, non-potable reuse, and potable reuse. During the lifetime of the City's reuse program, recycled water regulations will continue to evolve, particularly when addressing potable reuse. This chapter summarizes the most recent regulatory requirements and additional water quality requirements as they may apply to the City's future water reuse projects.

4.1 Regulatory Structure

The California Water Code (CWC) establishes water districts and water boards (State Water Resources Control Board, SWRCB, and Regional Water Quality Control Boards, RWQCB) and grants them the power to permit and approve recycled water programs. The guidelines for permitting and implementing recycled water programs, including potable reuse projects, are found in the California Code of Regulations (CCR), Title 22, Division 4, Chapter 3 (Title 22), Section 60301.

Regulatory authority for projects using recycled water falls to the Division of Drinking Water (DDW), within the SWRCB, and the RWQCB. The SWRCB establishes general policies governing the permitting of recycled water projects consistent with its role of protecting water quality and sustaining water supplies. The SWRCB also exercises general oversight over recycled water projects including review of RWQCB permitting practices. The DDW is responsible for overseeing the State's Drinking Water Program (DWP) which includes a number of programs that ensure protection of public health and drinking water supplies. (Prior to 2014, the DWP was under the jurisdiction of the California Department of Public Health (CDPH). This responsibility was transferred to the SWRCB to consolidate water quality programs and regulations to more efficiently and effectively protect water quality and the public health.) The DDW is also charged with developing uniform water recycling criteria.

The RWQCB is charged with protection of surface and groundwater resources and with the issuance of permits that implement DDW recommendations. Although RWQCBs have permitting and ongoing oversight authority of recycled water projects, they rely on the expertise of the DDW for guidance in the establishment of permit conditions needed to protect human health and surface and groundwater resources. The RWQCB permits incorporate DDW requirements and recommendations.

4.2 Porterville's Waste Discharge Requirements

The City's Wastewater Treatment Facility (WWTF) operates under Waste Discharge Requirements (WDR) Order No. R5-2008-034, issued by the Central Valley RWQCB. The WDR prescribes requirements for treatment and sets discharge limitations for flow and pollutants. The WDR includes water recycling specifications to allow the WWTF to implement water recycling on the City's reclamation area.

Table 4.1 lists the effluent limitations for the discharge.

Table 4.1 Waste Discharge Requirements (R5-2008-034)

Constituent	Units	Monthly Average	Maximum
Flow	mgd ⁽⁵⁾	6.9 ⁽¹⁾	--
BOD ₅ ⁽²⁾	mg/L ⁽⁵⁾	40	80
TSS ⁽³⁾	mg/L	40	80
Chloride	mg/L	175	
EC ⁽⁴⁾	µmhos/cm ⁽⁵⁾	--	Source water + 500 or 1,000 µmhos/cm, whichever is less

Notes:

- (1) WDR limitation was 5.3 mgd. Increased to 6.9 mgd per the 2009 Effluent Discharge Capacity Report, submitted to the RWQCB in accordance with WDR Provision H.13.
- (2) Biochemical Oxygen Demand, 5-day, 20° C
- (3) Total Suspended Solids
- (4) Annual flow weighted average effluent electrical conductivity, compared to the 12-month flow-weighted moving average of the source water EC
- (5) Abbreviations: EC = electrical conductivity, mgd = million gallons per day, mg/L = milligrams per liter, µmhos/cm = micromhos per centimeter

In addition to effluent limitations, the WDR contains groundwater limitations applicable to the groundwater affected by the discharge from the WWTF. The groundwater limitations are stated below.

The release of waste constituents from any treatment or storage component associated with the discharge shall not cause or contribute to groundwater:

- a. *Containing constituent concentrations in excess of the concentrations specified below or natural background quality, whichever is greater:*
 - (i) *Nitrate as nitrogen of 10 mg/L.*
 - (ii) *Electrical Conductivity of 900 µmhos/cm.*
 - (iii) *Total Coliform Organisms of 2.2 MPN/100 mL.*
 - (iv) *For constituents identified in Title 22, the MCLs quantified therein.*
- b. *Containing taste or odor-producing constituents, toxic substances, or any other constituents in concentrations that cause nuisance or adversely affect beneficial uses.*

4.3 Porterville's Current Effluent Reclamation Program

The WWTF produces undisinfected secondary effluent, which is discharged to the City's reclamation area for irrigation and percolation in accordance with the WDR. The land is owned by the City. The City contracts with a grower to farm the fields of the reclamation area with fodder crops, which are allowed to be grown on fields irrigated with undisinfected secondary effluent and land applied with biosolids from the WWTF. In addition, the contract stipulates that

the grower must apply effluent and biosolids at agronomic rates in order to prevent overloading of nitrogen to the reclamation area.

Figure 4.1 shows the reclamation area, which encompasses approximately 705 acres of irrigable land. Note that Field 16 is no longer included in the reclamation area, and 705 is the sum of acres without Field 16. Of the 705 acres, approximately 630 acres are available for effluent irrigation and 52 acres are used for percolation. Effluent is discharged to the percolation ponds during the non-irrigation season or in months when the flows exceed irrigation demands. In addition, the reclamation area includes roughly 75 acres adjacent to the airport which are dry-farmed. These fields cannot be irrigated due to airport restrictions. Biosolids are also applied to 658 acres, including the dry-farmed parcels.

Crops grown in the effluent irrigation area are limited to fodder, fiber, and seed crops not eaten by humans, or for grazing of non-milking cattle in accordance with Title 22. Crops typically grown are alfalfa, sudan grass, oats, and corn.

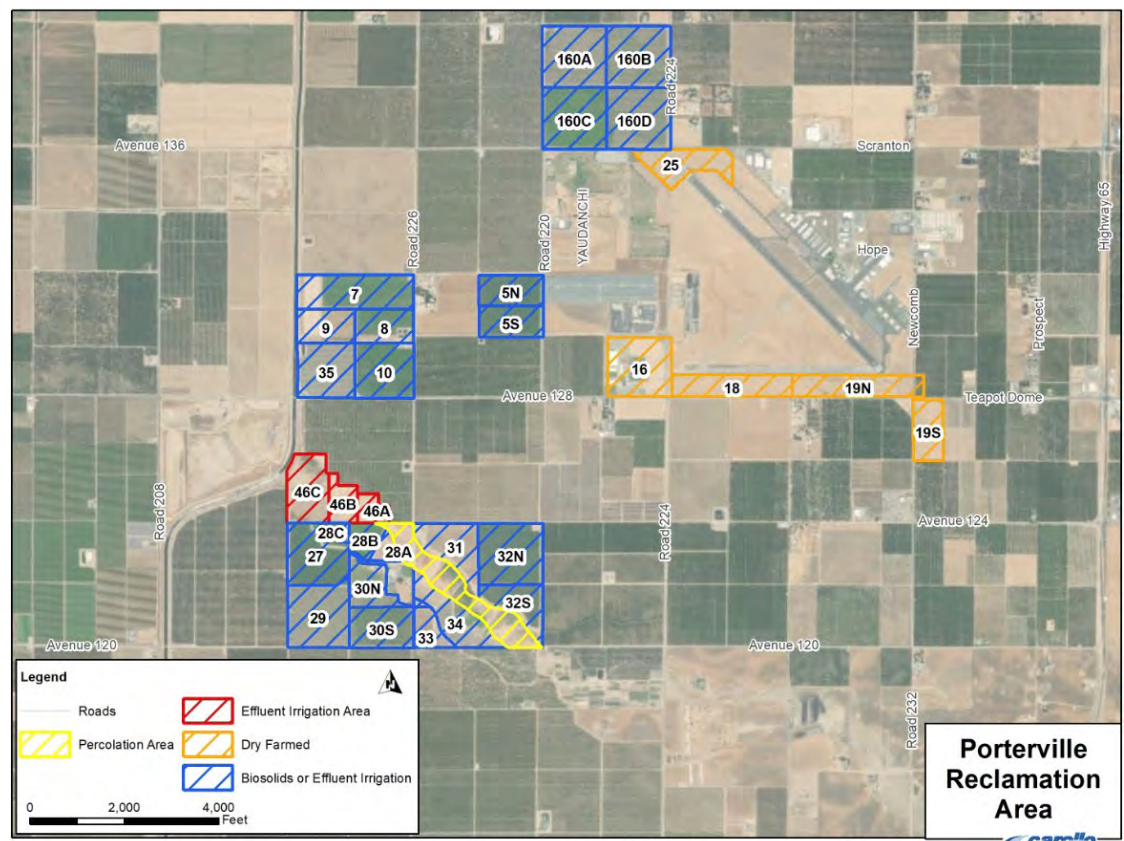


Figure 4.1 City of Porterville Reclamation Area

4.4 Overview of Recycled Water Regulations

The City is evaluating options to expand recycled water program to include landscape irrigation and agricultural irrigation to neighboring irrigation districts. Landscape irrigation and unrestricted agricultural irrigation will require an increased level of treatment to Title 22 disinfected tertiary recycled water standards. For restricted agricultural irrigation, the level of

treatment will be increased to undisinfected secondary recycled water with nitrification/denitrification (NdN).

Recycled water can be utilized for non-potable and potable uses. Non-potable uses considered in this Recycled Water Feasibility Study include agricultural irrigation (restricted or unrestricted) and urban irrigation (landscape).

4.4.1 Title 22 of the California Code of Regulations

The primary regulation governing recycled water use is published in Title 22. The level of treatment required depends on the end use, mainly in regards to the amount and type of public exposure. Four types of non-potable reuse are determined by the treatment process and water quality criteria, including total coliform, bacteria, and turbidity levels. The categories depend on the level of treatment and potential for public contact.

4.4.1.1 Nonpotable Reuse Treatment Categories

Table 4.2 summarizes the approved uses of recycled water for irrigation, based on treatment level and total coliforms standards.

Table 4.2 Approved Non-Potable Uses of Recycled Water

Treatment Level	Approved Uses	Total Coliform Standard (median)
Title 22 Disinfected Tertiary Recycled Water	Spray Irrigation of Food Crops Landscape Irrigation ⁽¹⁾ Non-restricted Recreational Impoundment	2.2 MPN/100 mL ⁽⁴⁾
Title 22 Disinfected Secondary – 2.2 Recycled Water	Surface Irrigation of Food Crops Restricted Recreational Impoundment	2.2 MPN/100 mL
Title 22 Disinfected Secondary – 23 Recycled Water	Pasture for Milking Animals Landscape Irrigation ⁽²⁾ Landscape Impoundment	23 MPN/100 mL
Undisinfected Secondary Recycled Water	Surface Irrigation of Orchards and Vineyards ⁽³⁾ Fodder, Fiber, Seed Crops	N/A

Notes:

- (1) Includes unrestricted access golf courses, parks, playgrounds, school yards, and other landscaped areas with similar access.
- (2) Includes restricted access golf courses, cemeteries, freeway landscapes, and landscapes with similar public access.
- (3) Although allowed by Title 22 provided no fruit is harvested that has come in contact with irrigating water or the ground, the recommended minimum treatment level is Disinfected Secondary 2.2, per January 8, 2003 memo to the California RWQCB from Gary Yamamoto, Chief Technical Programs Branch, DDW and Environmental Management, and James M. Waddell, Chief Food and Drug Branch, Division of Food, Drug, and Radiation Safety.
- (4) Abbreviations: MPN = most probable number, mL = milliliters

Currently, Porterville's effluent meets the category of undisinfected secondary recycled water. In order for the City to use their effluent for unrestricted agricultural spray irrigation of food crops or landscape irrigation, the City's WWTF would need to be upgraded to meet the requirements for Title 22 disinfected tertiary recycled water, which is the highest level of treatment defined by the State and allows for unrestricted reuse in virtually all recycled water applications. Domestic

wastewater requires biological (secondary) treatment, filtration, and disinfection to Title 22 effluent limits before it can be considered tertiary recycled water.

In Title 22 tertiary disinfected recycled water, filtration through granular media must produce a daily average turbidity not exceeding 2 nephelometric turbidity units (NTU), a 95th percentile turbidity not exceeding 5 NTU, and a turbidity never exceeding 10 NTU. Colloidal and finely divided suspended matter must be “destabilized and agglomerated upstream from a filter by the addition of suitable floc forming chemical.” The filtration rate cannot exceed 5 gallons per minute per square foot (gpm/sq ft). Floc-forming chemicals must be added continuously, or automatically when the influent turbidity is greater than 5 NTU. Membrane filtration facilities must produce a 95th percentile turbidity of 0.2 NTU and never exceed 0.5 NTU.

Chlorine disinfection facilities must provide a CT value (the product of chlorine residual and modal contact time) of 450 milligram-minutes per liter (mg-min/L) with a modal contact time of at least 90 minutes based on peak dry weather flow. The City used to chlorinate their effluent, but this practice was discontinued in the early 2000s due to concerns for impact of chloride on the groundwater in the area.

Ultraviolet (UV) disinfection is a common alternative to chlorine disinfection and is becoming more prevalent. The UV system must be approved by the State as providing a 5-log virus removal efficiency in combination with the filtration process. In addition, the median concentration of total coliform bacteria in the Title 22 disinfected tertiary effluent cannot exceed 2.2 most probable number (MPN) per 100 milliliters, and no single sample can exceed 23 MPN per 100 milliliters.

4.4.2 Recycled Water General Order

The SWRCB adopted a General Order (WQ 2016-0068-DDW) on June 7, 2016 to streamline permitting for recycled water. Coverage under this General Order is limited to treated municipal wastewater for non-potable uses. It does not apply to the use of recycled water for groundwater recharge or the disposal of treated wastewater by means of percolation ponds. The General Order establishes standard conditions for the use of recycled water, relieving producers, distributors, and users of recycled water from the sometimes lengthy permit approval process and providing them with certainty around the requirements that they will be expected to meet.

If the City implements new reuse programs for landscape irrigation or agricultural irrigation, a new recycled water permit would be required. This would be accomplished through the General Order permitting process conducted in conjunction with the separate permitting process for the new treatment facilities.

4.4.3 Potable Reuse by Groundwater Replenishment

One way of recycling effluent is through groundwater replenishment. Groundwater replenishment can be accomplished through surface spreading in basins or subsurface injection, both of which are regulated under Title 22, Articles 5.1 and 5.2, respectively.

Surface application is typically achieved through groundwater recharge basins. Subsurface injection is the addition of water to the groundwater other than through surface application. It typically involves direct connection to the water table and injection via a well.

The level of treatment required for groundwater replenishment is advanced treatment added to a tertiary, denitrified recycled water. Some of the requirements to achieve groundwater replenishment are detailed below.

4.4.3.1 Total Organic Carbon Control

For groundwater replenishment of recycled water to a drinking water aquifer, DDW requires that the recycled water have low-level total organic carbon (TOC). For projects that utilize microfiltration (MF) or ultrafiltration (UF), reverse osmosis (RO), and ultraviolet light/advanced oxidation processes (UV/AOP), 100 percent injection (no dilution) may be permitted as long as the TOC is maintained at or below 0.5 mg/L. Such a low TOC is readily accomplished with functioning RO membranes.

4.4.3.2 Pathogenic Microorganism Control

DDW requires that potable reuse projects for groundwater recharge provide a combined level of treatment resulting in 12-log virus reduction, 10-log *Giardia* reduction, and 10-log *Cryptosporidium* reduction from raw wastewater (12/10/10-log removal). No single process can receive more than 6-log reduction credit. DDW also states that at least three processes must provide at least 1-log reduction. Beyond those three key processes, processes which provide <1 log reduction can be included within the analysis. The treatment process for subsurface application is required to include RO, UV/AOP, at least three separate barriers earning 1-log of removal credit each, and a minimum of two months of subsurface travel time from the time of injection to the time of extraction for use.

When properly coupled, these individual treatment processes are protective of public health for groundwater replenishment projects. Because current analytical techniques are unable to detect pathogens at the extremely low level that is indicative of public health protection (as determined in NWRI [2013]), conservative estimations of pathogen log removal performance through various process trains must be used. Addition of the log removal credits for each process train allows for a confident prediction of final effluent quality that is protective of public health.

Per DDW (2014), utilities employing groundwater injection are granted 1-log virus removal credit per month of subsurface travel time, but are currently not granted credit for *Giardia* or *Cryptosporidium* removal. Recent work by the WaterReuse Research Foundation, however, has documented the subsurface die-off rate of *Cryptosporidium* at 0.025 to 0.072-log reduction per day, with a mean of 0.039-log reduction per day (Drewes et al., 2014). Peng et al. (2008) reported 85 to 268 days of time for a 1-log die-off of *Cryptosporidium* in sterile water at 4° Celsius (°C). As a result of these referenced works, virus credit and protozoa log reduction credits can be applied to meet log reduction requirements. In order to evaluate the subsurface travel time and calculate subsurface pathogen removal credits, a hydrogeological analysis must be performed.

4.4.3.3 Regulated and Unregulated Contaminants

The DDW regulations include limits for chemical constituents, e.g., maximum contaminant levels (MCLs), notification levels (NLs), and other constituents specified by DDW, and monitoring/removal requirements for constituents of emerging concern (CECs). These chemical constituents, including disinfection byproducts (DBPs), industrial chemicals, pesticides, metals, and other classes known to be detrimental to human health above certain concentrations, are regulated in drinking water by the U.S. Environmental Protection Agency (EPA) under the Safe Drinking Water Act (SDWA) through MCLs. Any wastewater effluent that is proposed for water

supply augmentation should, therefore, meet all of these standards. A number of research studies have found that secondary or tertiary effluents meet most, if not all, MCLs without further treatment (Trussell et al., 2013). The fact that MCLs are met does not mean that additional treatment is not warranted for chemical constituents such as that provided by advanced treatment trains. The National Research Council (NRC) (2012) demonstrated that from a risk standpoint, engineered potable water reuse projects create a better water quality and less risk (for pathogens and pollutants) compared to conventional drinking water supplies.

In addition to the chemical (and radiological) constituents explicitly regulated through MCLs, a number of unregulated trace organic constituents (TOCs) can also be found in wastewater, including pharmaceuticals, ingredients in personal care products, consumer chemicals, coatings (e.g., perfluorinated compounds), flame retardants, and others, some of which have endocrine disrupting, carcinogenic, and/or other potentially harmful health effects if found at sufficiently high concentrations (Salveson et al., 2010; Trussell et al., 2015). Extensive research has been conducted on the attenuation of these constituents through conventional WWTFs and their further breakdown during advanced water treatment (Baronti et al., 2000; Lovins et al., 2002; Schäfer et al., 2005; Sedlak et al., 2006; Steinle-Darling et al., 2010; Linden et al., 2012; Salveson et al., 2010; Snyder et al., 2012; and many others).

4.4.3.4 Monitoring and Response Retention Time

Over time, detection of trace pollutants in the monitoring wells and failures in equipment performance may occur. Depending upon the issue, the City may handle the issue internally, or, in the event of a regulatory exceedance, the City must provide the appropriate notification to DDW and RWQCB staff. These meetings and discussions will determine if the produced water remains protective of public health or if some form of mitigation is required.

4.4.3.5 Summary of Groundwater Replenishment Regulations for Potable Reuse

Table 4.3 outlines some of the more relevant distinctions between surface application and subsurface application of groundwater replenishment. Detailed information regarding the regulatory requirements for both groundwater replenishment applications can be obtained from the relevant sections of the Title 22 regulations.

Table 4.3 Main Differences between Surface and Subsurface Application of Groundwater Replenishment Recycled Water

Regulation Citation	Surface	Subsurface
60320.108(b) and 60320.201	Reverse Osmosis (RO) treatment process not specifically required	All recycled water must be treated with RO with a minimum rejection of NaCl of 99.0 percent.
60320.110(a)(3)(C)	Additional nitrogen compound monitoring to determine potential MCL exceedances	---
60320.114(c)	Fewer restrictions for diluent water if it has historically been used to recharge the basin. Turbidity, color, and odor Secondary MCLs need not be met for diluent water	---

Regulation Citation	Surface	Subsurface
60320.116(c, d, e)	Initial recycled wastewater contribution (RWC) typically shall not exceed 0.2 (can be reviewed on a case-by-case basis). Increases to the RWC can be requested no more than once per year with submission of an updated engineering report, Operation Optimization Plan, and evidence of historical compliance.	RWC may be up to 1.0, as determined by Department review of engineering report, TOC concentration, among others.
60320.118(f, g, h) and 60320.201	Requires a study every 5 years to determine the occurrence of indicator compounds in the recycled water. At least three indicator compounds shall be monitored quarterly and shown to be reduced by at least 90 percent.	At least 9 indicator compounds shall be monitored with various log reduction requirements. Alternatively, demonstrate oxidation providing at least 0.5-log reduction of 1, 4-dioxane.
60320.130(c)	TOC limit may be increased after ten consecutive years of operation and barring additional requirements	---

Any groundwater replenishment project must meet regulated drinking water standards – primary and secondary MCLs. In California, additional standards are imposed as they pertain to pathogens, AOP requirements to remove trace CECs, and a few other constituents, are shown in Table 4.4.

Table 4.4 Title 22 Groundwater Reuse Replenishment Project Criteria

Parameter	Criteria
Pathogenic Microorganism Control	
Enteric virus	12 - log reduction ⁽¹⁾
Giardia cysts	10 - log reduction
Cryptosporidium oocysts	10 - log reduction
TOC	Maximum 0.25 mg/L in 95 percent of samples within first 20 weeks ⁽²⁾ , Maximum 0.5 mg/L 20-week running average and average of the last four samples
Indicator compounds	Various log reduction requirements ^{(3) (4)}
NDMA	10 ng/L ⁽⁵⁾ NL
Total Nitrogen (TN)	10 mg/L

Notes

- (1) 1-log is 90 percent reduction, 2-log is 99 percent reduction, 3-log is 99.9 percent reduction, etc.
- (2) Only applies to subsurface application
- (3) The type of indicator compounds and amount of log reduction is different for surface and subsurface application and varies by project.
- (4) Other indicator compounds can be substituted for 1, 4-dioxane with approval from DDW.
- (5) ng/L = nanograms per liter

4.4.4 Direct Potable Reuse (Raw Water Augmentation)

Direct potable reuse (DPR) is the incorporation of advanced treated water into the water supply system of a community without the use of an environmental buffer such as a groundwater aquifer for storage after purification. DPR substitutes an engineered storage buffer (ESB) for an environmental buffer between the treatment and distribution steps. DPR presents performance advantages compared to groundwater replenishment, as a groundwater basin may in select cases have high salts and/or legacy contaminants, which then require retreatment. In terms of operations and cost, it has the advantage of much simplified delivery to customers, removing the need for long pipelines and injection and extraction wells. It does require more robust monitoring and treatment systems, providing additional layers of conservatism.

While DPR is an important potential future option for California water purveyors, it is not yet regulated in California, though both Texas and New Mexico have regulated projects. Within California, the state legislature directed DDW to develop a framework for regulating DPR. The second edition of the document *"A Proposed Framework for Regulating Direct Potable Reuse in California"* was issued in August 2019. In the framework, DDW has scheduled the development of regulations by the end of 2023.

Another work on DPR is the Framework for Direct Potable Reuse (NWRI, 2015), which is a national effort by seven treatment and health experts, completed by the National Water Research Institute, WaterReuse, Water Environment Federation, American Water Works Association, and peer reviewed by the US EPA. The Framework details the step-by-step process for successful implementation of DPR.

4.5 Tulare Lake Basin Plan Regulatory Considerations

The "Water Quality Control Plan for the Tulare Lake Basin, Third Edition (revised May 2018) (Basin Plan) designates beneficial uses, establishes water quality objectives, contains implementation plans and policies for protecting all waters of the Basin, and incorporates reference plans and policies of the SWRCB mentioned above.

The Basin Plan lists the beneficial uses of the groundwater near the City's WWTF as municipal and domestic supply (MUN), industrial supply (IND), and agricultural supply (AGR).

The Basin Plan identifies the greatest long-term problem facing the entire Tulare Lake Basin as the increase in groundwater salinity, which has accelerated due to the intensive use of soil and water resources by irrigated agriculture. The Basin Plan recognizes that degradation is unavoidable until there is a long-term solution to the salt imbalance. Until then, the Basin Plan establishes several salt management requirements, including:

- a. The maximum EC in the effluent discharged to land shall not exceed the EC of the source water supply plus 500 $\mu\text{mhos/cm}$. When the supply water is from more than one source, the EC shall be calculated as the weighted average of all sources.
- b. Discharges to areas that may recharge to good quality groundwater shall not exceed an EC of 1,000 $\mu\text{mhos/cm}$, a chloride concentration of 175 mg/L, or a boron concentration of 1.0 mg/L.

4.5.1 Proposed Tulare Lake Basin (5D) Basin Plan Amendment

The RWQCB adopted Basin Plan amendments that incorporate new programs for addressing ongoing salt and nitrate accumulation in the Central Valley at its May 31, 2018 Board Meeting.

These programs, once they become effective in 2019, could change how the RWQCB permits discharges of salt and nitrate.

The stakeholder-led Central Valley Salinity Alternatives for Long-Term Sustainability (CV- SALTS) initiative has been coordinating efforts to implement new salt and nitrate management strategies for dischargers.

The RWQCB anticipates that the CV-SALTS initiative will result in regulatory changes that will be implemented through conditional prohibitions and modifications to many WDRs region-wide, including the WDRs that regulate discharges from the City of Porterville. The RWQCB expects dischargers that may be affected by new salt and nitrate management policies to coordinate with the CV-SALTS initiative. The Nitrate Control Program is prioritized to first address health risks associated with drinking water that exceeds the primary MCL for nitrate (10 mg/L as N). Priority Groundwater Basins/Sub-basins have been identified based on ambient groundwater nitrate conditions, and timelines have been established for implementation of the Nitrate Control Program in these prioritized basins and sub-basins.

Basins/sub-basins identified as Priority 1 and 2 have the most serious ambient water quality concerns for nitrate and the most aggressive timelines for compliance. Porterville is located in Priority Zone 1. The City can expect to receive a notice from the RWQCB to comply within one year after the effective date of the program. Treatment requirements considered in Chapter 6 consider the anticipated Nitrate Control Program and the need to implement nitrogen removal in the next WWTF upgrade.

The Salinity Control Program is a long term plan for salt management that will be implemented in three phases, each over 10 to 15 years. The program involves an interim permitting approach for dischargers with actions that may include:

- Continued implementation of existing pollution prevention, watershed, and salt reduction plans.
- Continued maintenance of current salinity discharge levels.
- Enforced compliance with Interim Permit Limits.
- Implementation of new salinity management practices or source control activities.
- Monitoring of salinity discharge activities where required.
- Participation in Phase 1 (Prioritization and Optimization Study), which will facilitate development of a long-term strategy for addressing salinity accumulation in the Central Valley.

All permitted dischargers will need to comply with the program, by selecting one of two pathways to compliance in Phase 1. These are:

- Conservative Salinity Permitting Approach, utilizes the existing regulatory structure and focuses on source control, conservative salinity limits, limited use of groundwater assimilative capacity and/or compliance time schedules.
- Alternative Salinity Permitting Approach, is an alternative approach to compliance through implementation of specific requirements, rather than application of conservative limits. Under Phase I, permittees must support facilitation and completion of the Prioritization and Optimization Study through financial contributions and stakeholder activities.

Dischargers can expect to receive a Notice to Comply (NTC) from the RWQCB within one year of the effective date of the Basin Plan Amendments. Within 6 months of receiving the NTC, permittees must notify the RWQCB of their decision to be permitted under the Conservative Approach or the Alternative Approach.

4.6 Summary of Regulations Governing Recycled Water End Uses

With the many potential beneficial uses identified by the City of Porterville, a variety of regulations could apply to their future program. Table 4.5 summarizes the regulations and potential additional treatment applicable for each end use.

Table 4.5 Applicable Regulations for Porterville Recycled Water Projects

End Use	Potential Applicable Regulation	Additional Treatment Requirements Beyond Undisinfected Secondary
Restricted Agricultural Reuse (Undisinfected Secondary)	Title 22 Non-potable Reuse Tulare Lake Basin - Basin Plan Amendment	Nitrogen Removal
Unrestricted Agricultural Irrigation	Title 22 Non-potable Reuse Tulare Lake Basin - Basin Plan Amendment	Nitrogen Removal Filtration/Disinfection ⁽¹⁾
Landscape Irrigation	Title 22 Non-potable Reuse Tulare Lake Basin - Basin Plan Amendment	Nitrogen Removal Filtration/Disinfection
Potable Reuse by Groundwater Replenishment (surface spreading)	Title 22 Groundwater Replenishment Reuse Project Tulare Lake Basin - Basin Plan Amendment	Nitrogen Removal, Filtration, Ozone/BAF, GAC, UV, Cl ₂ ⁽³⁾
Potable Reuse by Groundwater Replenishment (injection)	Title 22 Groundwater Replenishment Reuse Project Tulare Lake Basin - Basin Plan Amendment	Nitrogen Removal, Filtration, UF (or Ozone/BAF), RO, UV/AOP ⁽²⁾
Direct Potable Reuse (Raw Water Augmentation)	Regulations Pending	Nitrogen Removal, Filtration, Ozone/BAF, UF, RO, UV/AOP, Cl ₂ + ESB ⁽³⁾

Notes:

(1) Filtration would not be needed for MBR system.

(2) UF needed for conventional activated sludge system. Ozone BAF needed for MBR system.

(3) Abbreviations: BAF = biologically active filtration, GAC = granular activated carbon, Cl₂ = chlorine gas, ESB = environmental storage buffer

4.7 General Irrigation Use Guidelines

Water quality guidelines for general landscape irrigation are based on practical limits for using different types of irrigation approaches as well as the tolerance of various plants for specific constituents found in irrigation water. Table 4.6 includes a comparison of constituent guidelines/criteria and the City of Porterville recycled water quality.

The constituents that can impact use of recycled water for general landscape irrigation primarily include minerals and nutrients. In general, comparison of most constituents suggests that there may be slight restrictions in the use of City of Porterville effluent for general landscape irrigation.

The SAR level and hardness concentrations indicate that there could be severe restrictions for landscape irrigation use. However, existing use of the City of Porterville effluent for landscape irrigation suggests that the water quality is sufficient for this type of use.

In addition, there are operational techniques for the use of recycled water for landscape irrigation that can improve and sustain a specific use. The successful long-term use of irrigation water depends on rainfall, leaching, soil drainage, irrigation water management, salt tolerance of plants, soil management practices, as well as water quality. Since salinity problems may eventually develop from the use of any water, the following guidelines are given, should they be needed, to assist water users to better manage salinity:

- Irrigate more frequently to maintain an adequate soil water supply.
- Select plants that are tolerant of an existing or potential salinity level.
- Routinely use extra water to satisfy the leaching requirements and to drive salts below the root zone.
- If possible, direct the spray pattern of sprinklers away from foliage. To reduce foliar absorption, try not to water during periods of high temperature and low humidity or during windy periods. Change time of irrigation to early morning, late afternoon, or night.
- Maintain good downward water percolation by using deep tillage or artificial drainage to prevent the development of a perched water table.
- Salinity may be easier to control under sprinkler and drip irrigation than under surface irrigation. However, sprinkler and drip irrigation may not be adapted to all qualities of water and all conditions of soil, climate, or plants.

Table 4.6 Comparison of Porterville Effluent with Irrigation Water Quality Criteria

Parameter	Units	Established Criteria Degree of Use Restriction ^{(1) (2)}			Porterville Effluent (Median Value)
		None	Slight	Severe	
Salinity					
Electrical Conductance	µmhos/cm	<700	700-3000	>3000	803
Total Dissolved Solids (TDS)	mg/L	<450	450-2000	>2000	448
Permeability					
SAR ⁽³⁾ = 0 - 3 and EC		700	700-200	<200	SAR = 3.43, EC = 803
= 3 - 6 and EC		≤1200	1200-300	<300	
= 6 - 12 and EC		≤1900	1900-500	<500	
= 12 - 20 and EC		≤2900	2900-1900	<1900	
= 20 - 40 and EC		≤5000	5000-2900	<2900	
Sodium					
Root Absorption	SAR	<3	3-9	>9	3.43
Foliar Absorption	mg/L	<70	>70	-	91
Chloride					
Root Absorption	mg/L	<140	140-355	>365	82

Parameter	Units	Established Criteria Degree of Use Restriction ^{(1) (2)}			Porterville Effluent (Median Value)
		None	Slight	Severe	
Foliar Absorption	mg/L	<100	>100	-	82
Boron	mg/L	<0.7	0.7-3.0	>3.0	0.24
pH	S.U.	6.5-8.4 (normal range)			7.33
Ammonia (NH ₄ -N)	mg/L	(see total N values below)			9.4
Nitrate (NO ₃ -N)	mg/L	(see total N values below)			5.6
Nitrite (NO ₂ -N)	mg/L	(see total N values below)			1.1
Total Nitrogen	mg/L	<5	5-30	>30	18

Notes:

(1) Adapted from University of California Committee of Consultants (1974) and Water Quality for Agriculture (Ayers and Westcot 1985).

(2) Definition of the "Degree of Use Restriction" terms:

None = Reclaimed water can be used similar to the best available irrigation water.

Slight = Some additional management will be required above that with the best available irrigation water in terms of leaching salts from the root zone and/or choice of plants.

Severe = Typically cannot be used due to limitations imposed by the specific parameters.

(3) SAR = Sodium absorption ratio. $SAR = Na / ((Ca + Mg)/2)^{1/2}$ where ion units are milliequivalents per liter (mEq/L)

4.8 Conclusion

The SWRCB, RWQCB, and DDW have various powers and authorities with regards to permitting, approval, oversight, and governance of recycled water program in California. The City's current reclamation program (undisinfected secondary effluent used for restricted agricultural irrigation and percolation) is governed by Title 22 and the City's WDRs, which specifies discharge limits on flow and pollutants to protect the beneficial uses of receiving waters.

Title 22, the primary regulation government recycled water use, specifies treatment requirements, water quality requirements, and approved end uses for four different levels of recycled water: 1) Disinfected Tertiary Recycled Water, 2) Disinfected Secondary 2.2 Recycled Water, 3) Disinfected Secondary 23 Recycled Water, and 4) Undisinfected Secondary Recycled Water. The City's WWTF would need upgrades to achieve the first three levels of recycled water.

The Recycled Water General Order includes guidelines for user-end permitting for non-potable recycled water uses. Water quality criteria exist for landscape irrigation with recycled water, primarily focusing on minerals and nutrients.

Groundwater replenishment and direct potable reuse both required advanced treatment. Requirements for groundwater replenishment include TOC control, pathogenic microorganism control, limits on chemical and radiological constituents, and monitoring and response retention time requirements. Regulations for direct potable reuse have not yet been adopted.

The Basin Plan is in place to protect water in the Tulare Lake Basin. The City can expect future modifications to the WDRs after the Basin Plan Amendment becomes effective in 2019. Both the Nitrate Control Program and Salinity Control Program will have impacts for the City.

Chapter 5

RECYCLED WATER MARKET OPPORTUNITIES

The primary objective of this Recycled Water Feasibility Study (RWFS) is to identify and analyze opportunities for supplying recycled water in and around the City. Expansion and/or diversification of the City's current recycled water system would enable the City to offset potable water uses, thereby enhancing the sustainability of the water supply. This chapter summarizes the process of identifying and quantifying uses for recycled water and customer outreach efforts.

5.1 Recycled Water Use Categories

The City's Wastewater Treatment Facility (WWTF) currently produces undisinfected secondary recycled water that is used for restricted irrigation on land within the City-owned reclamation area. Treatment requirements for expanded uses of the recycled water are summarized in Chapter 4.

This chapter focuses primarily on surrounding irrigation districts and the City's current recycled water reclamation area. A secondary focus is on properties identified as potential landscape irrigation users and small agricultural users within or near the city limits. Within these areas, the City identified five beneficial use categories for recycled water. Two beneficial use categories were considered and rejected during planning, but they are summarized in this chapter. Table 5.1 summarizes these recycled water beneficial use categories.

Table 5.1 Recycled Water Use Categories

Reuse Category	Definition / Description
Restricted Agricultural Reuse (Undisinfected Secondary Recycled Water)	City's current program. Undisinfected secondary recycled water is discharged to City-owned agricultural property for the irrigation of fodder crops and percolation.
Unrestricted Agricultural Irrigation (Disinfected Tertiary Recycled Water)	The WWTF would be upgraded to produce disinfected tertiary recycled water. The water could be used to irrigate the City's reclamation area or supplied to irrigation districts close to the City.
Landscape Irrigation (Disinfected Tertiary Recycled Water)	Disinfected tertiary recycled water would be supplied to landscape irrigation users. Properties identified for recycled water landscape irrigation are located near the WWTF or recycled water distribution pipelines.
Potable Reuse by Groundwater Replenishment	Recycled water meeting Title 22 requirements for advanced treatment beyond disinfected tertiary standards would be used for groundwater recharge by surface spreading in recharge basins. This alternative was rejected in the analysis of alternatives for the City's water supply portfolio.
Direct Potable Reuse (Raw Water Augmentation)	Potable reuse by raw water augmentation of the City's drinking water supply would be achieved by comingling highly purified recycled water with surface water in a proposed surface water treatment plant (WTP). This alternative was rejected in the analysis of alternatives for the City's water supply portfolio.

5.2 Recycled Water Market Identification

Potential recycled water users were identified through discussions with City personnel, a review of water usage records, and the use of Geographical Information System (GIS) mapping. Acceptable uses for urban landscape irrigation include properties with large irrigation areas such as school yards, parks, cemeteries, freeways, and golf courses.

5.2.1 Restricted Agricultural Reuse – City-Owned Reclamation Area

The City's reclamation area contains 705 acres of farmland for restricted irrigation using undisinfected secondary recycled water. The reclamation area also contains 52 acres of percolation ponds which may be used at times when the City is discharging more effluent than is required for crop irrigation.

5.2.2 Unrestricted Agricultural Reuse – Irrigation Districts

Three irrigation districts near the City have been identified as candidates to receive disinfected tertiary recycled water from the City for unrestricted agricultural use. These are Porterville Irrigation District (PID), Saucelito Irrigation District (SID), and Tea Pot Dome Water District (TPDWD). The concept involves the City providing recycled water to an irrigation district (or districts) for possible water exchange of the recycled water for surface water. Figure 5.1 shows the three irrigation districts in relation to the city limits, the WWTF, and the existing secondary effluent pipeline.

5.2.2.1 Porterville Irrigation District (PID)

PID is located immediately west of the City and encompasses approximately 17,000 acres of land. According to PID's 2012 Agricultural Water Management Plan, about 12,700 of the approximately 13,500 total irrigated acres were cropped, while about 880 acres remained idle or fallow. PID uses approximately 19,860 acre-feet per year (AFY) of water supply from surface water sources. Six turnout locations bring water into PID's distribution system, which includes roughly 13 miles of unlined canal and 7 miles of pipeline.

5.2.2.2 Saucelito Irrigation District (SID)

SID is located southwest of the City and encompasses approximately 19,700 acres of land. According to SID's 2013 Agricultural Water Management Plan, there are approximately 20,100 total irrigated acres (including double cropping). SID uses approximately 29,730 AFY of water supply from surface water sources. Four turnout locations bring water into SID's distribution system, which includes roughly 56 miles of pipeline.

5.2.2.3 Tea Pot Dome Water District (TPDWD)

TPDWD is located immediately south of the City and encompasses approximately 3,300 acres of land. According to TPDWD's 2011 Agricultural Water Management Plan, effectively all of the nearly 3,300 acres in TPDWD are irrigable (with the exception of roads, structures, and canals). TPDWD uses approximately 6,130 AFY of water supply from surface water sources. One turnout location brings water into TPDWD's distribution system, which includes roughly 20 miles of pipeline.

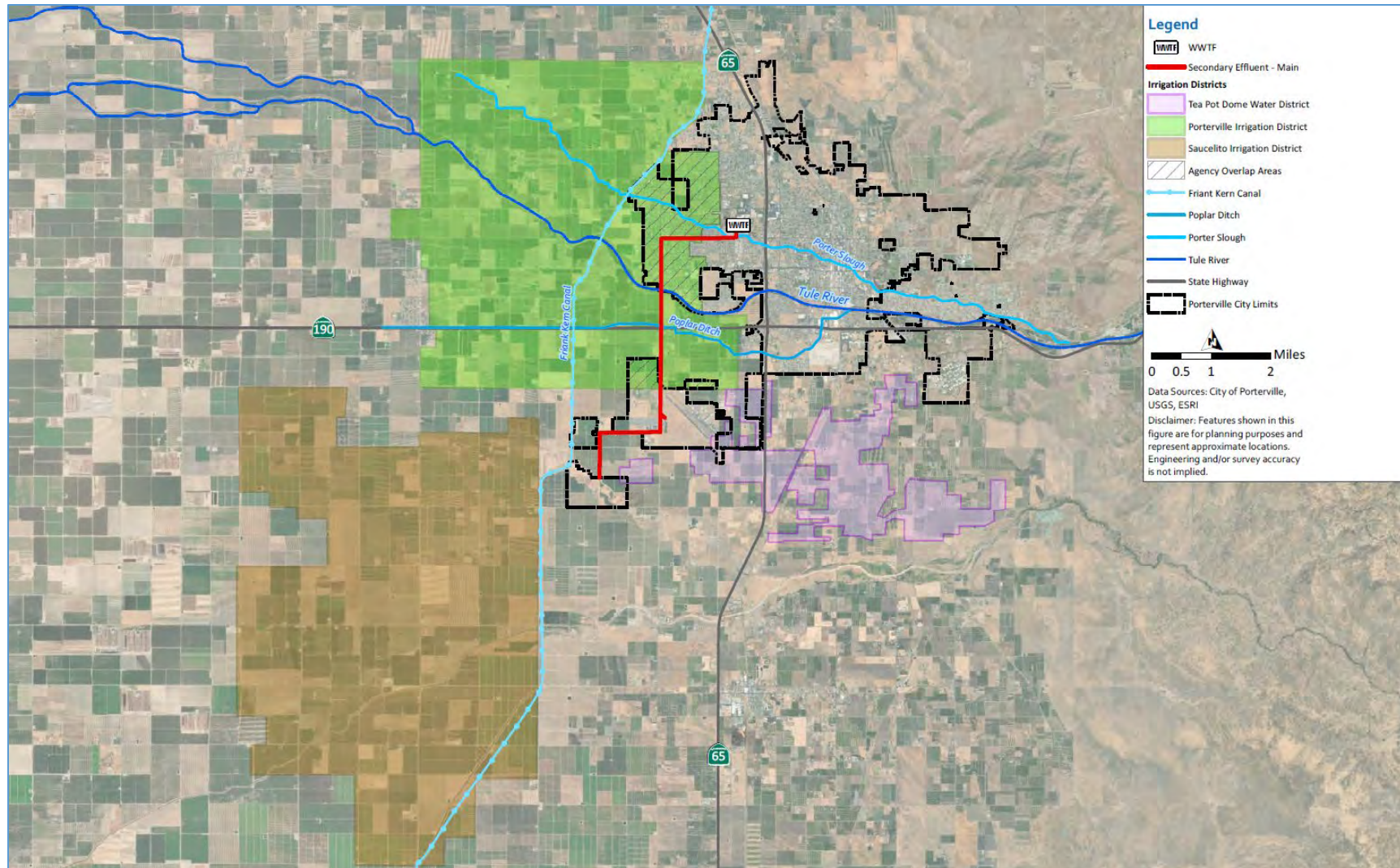


Figure 5.1 Surrounding Irrigation Districts

5.2.2.4 Potential for Irrigation Districts to Take Recycled Water

The projected average annual flow of disinfected tertiary recycled water from the upgraded WWTF is 8.84 mgd (or 9,902 AFY) in 2040. The 2040 average monthly projected flow from the WWTF is 825 AF. To determine PID, SID, and TPDWD's potential to accommodate the projected flows, crop water demands were reviewed for each irrigation district. Table 5.2 lists monthly potential recycled water demand for each of the three irrigation districts.

Table 5.2 Estimated Agricultural Irrigation Demands

Month	WWTF Production (AF)	PID (Calculated) (AF)	SID (Calculated) (AF)	TPDWD (Calculated) (AF)
January	825	1,370	2,040	420
February	825	3,120	4,670	960
March	825	5,910	8,840	1,820
April	825	9,880	14,790	3,050
May	825	29,750	44,530	9,180
June	825	42,380	63,440	13,080
July	825	54,150	81,060	16,710
August	825	37,530	56,180	11,580
September	825	40,600	60,780	12,530
October	825	9,140	13,680	2,820
November	825	2,440	3,650	750
December	825	2,070	3,100	640
Total	9,900	19,860	29,730	6,130

Note:

(1) 2040 projected WWTF recycled water production.

On a month by month basis, PID and SID, each on its own, would be able to accept all of the projected recycled water flow. Agricultural irrigation demand in each of these two irrigation districts, alone, would create enough capacity to accept recycled water without making use of recharge basins.

TPDWD's irrigation demand would only be able to accept the projected flow for nine months per year. Additional capacity would be needed to accommodate 75 AF of recycled water in November, 185 AF of recycled water in December, and 405 AF of recycled water in January. The district has confirmed that between irrigation demand, recharge capabilities, and other water management programs, it has the capability in place to make use of the full amount of recycled water.

5.2.3 Landscape Irrigation

Several properties in the City were identified as having the potential to receive disinfected tertiary recycled water from the City for landscape irrigation. The City provided water use data for the years 2013 and 2017. This data included water usage for the top 100 water users, for Porterville Unified and Burton School Districts, for city parks and green spaces, and for Caltrans.

Properties farther than one mile from either the WWTF or the current effluent pipeline, properties with no discernible green space, and private residential properties were eliminated from consideration and not found to be feasible at this time. After this screening process, 18 properties remained as having potential to be recycled water users.

Figure 5.2 shows these 18 properties in relation to the WWTF and to the tertiary pipelines to PID, SID, and TPDWD. Preliminary pipeline alignments for tertiary recycled water are developed in Chapter 6.

Table 5.3 summarizes the identified recycled water users, their potential demand for recycled water, and the estimated linear feet of pipeline needed to bring recycled water to each supply connection. Appendix B includes a more detailed list of potential recycled water landscape irrigation users considered during the market analysis.

Overall, the market for irrigation users outside of the irrigation districts is very small and is not considered the first priority for recycled water delivery. However, if the tertiary recycled water pipelines are constructed to deliver water to PID and/or SID and TPDWD, users in the vicinity of these new pipelines would be considered for tertiary recycled water for irrigation.

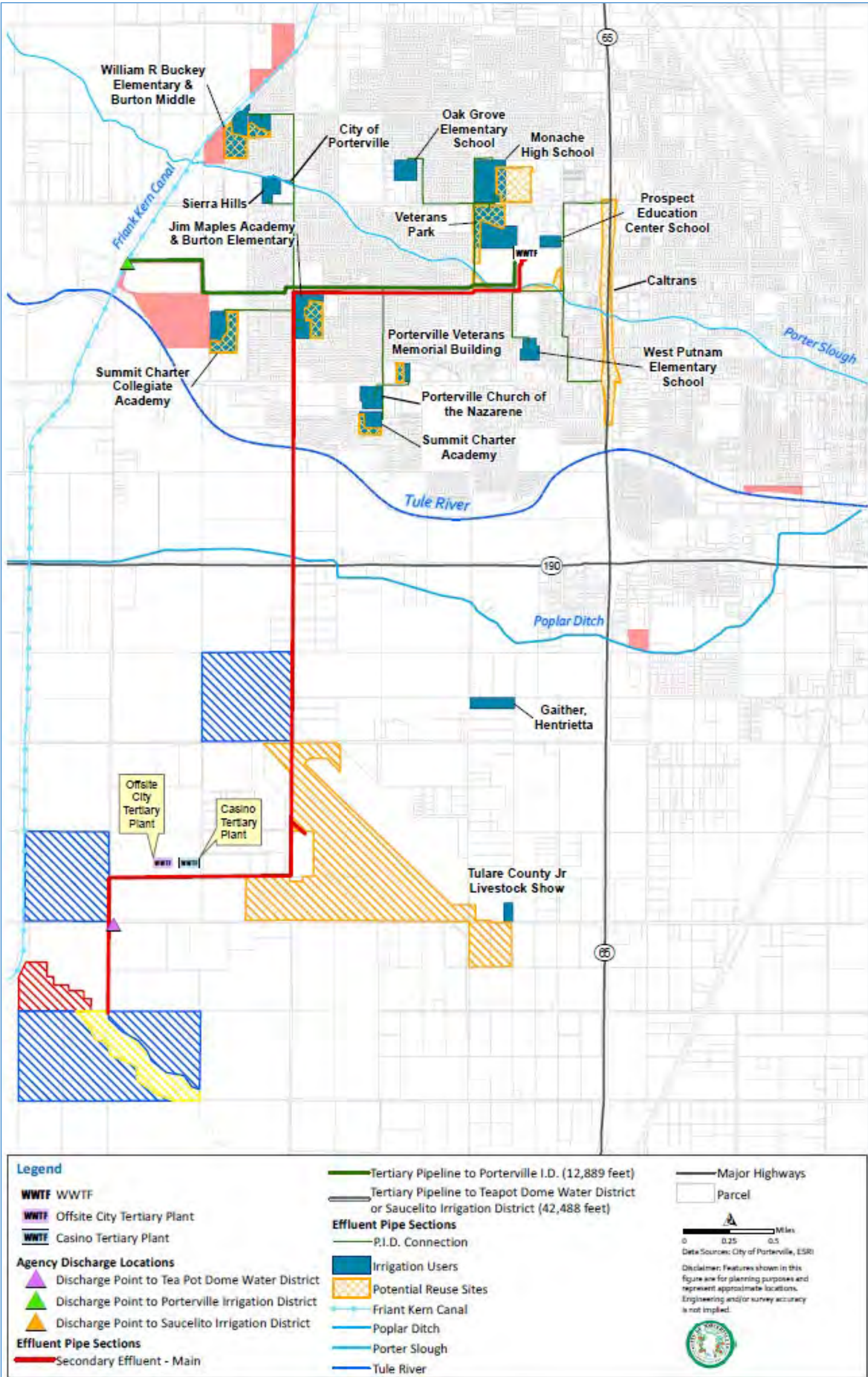


Figure 5.2 Potential Recycled Water Landscape Irrigation Users

Table 5.3 Identified Recycled Water Users

Property	Number of Connections	Total Recycled Water Demand (AFY)	Estimated Length of Pipeline Connection (ft)
Monache High School ⁽¹⁾	3	56.03	5,438 ⁽⁶⁾
Veterans Park ⁽¹⁾	5	32.47	0 ⁽⁶⁾
Oak Grove Elementary School ⁽¹⁾	1	2.82	3,388 ⁽⁶⁾
City of Porterville ^{(2) (4)}	1	2.28	3,144 ⁽⁷⁾
Sierra Hills Retirement Site	1	9.70	912 ⁽⁷⁾
William R Buckley Elementary ⁽¹⁾	1	10.28	3,703 ⁽⁷⁾
Burton Middle School ⁽¹⁾	1	5.08	0 ⁽⁷⁾
Caltrans ⁽³⁾	3	9.07	9,621 ⁽⁸⁾
Prospect Education Center School ⁽¹⁾	1	1.45	201 ⁽⁸⁾
West Putnam Elementary School ⁽¹⁾	1	6.82	2,013
Burton Elementary School ⁽¹⁾	2	6.01	1,765 ⁽⁹⁾
Jim Maples Academy ⁽¹⁾	2	24.10	0 ⁽⁹⁾
Summit Charter Collegiate Academy ⁽¹⁾	1	24.15	2,302 ⁽⁹⁾
Porterville Church of the Nazarene ⁽²⁾	1	6.99 ⁽⁵⁾	5403 ⁽¹⁰⁾
Porterville Veterans Memorial ⁽²⁾	1	1.24	0 ⁽¹⁰⁾
Summit Charter Academy ⁽¹⁾	1	11.15	0 ⁽¹⁰⁾
Henrietta Gaither ⁽²⁾	1	7.44 ⁽⁵⁾	TBD
Tulare County Junior Livestock Show ⁽²⁾	1	7.51	TBD
Total		224.58	37,890

Notes:

- (1) Data source is 2013 and 2017 parks and schools' water use data provided by the City.
- (2) Data source is top 100 water users from 2013 and 2017 provided by the City.
- (3) Data source is 2013 and 2017 Caltrans water use data provided by the City.
- (4) Landscaped area along Porter Slough. 2017 data provided by the City.
- (5) Recycled water demand for this property has not been confirmed by the City. Number may represent total water use for both domestic and irrigation uses as listed in the water use report.
- (6) Pipeline to connect Veterans Park and Monache High School is the same pipeline. Total length is 5,438 feet. Pipeline length to Oak Grove Elementary School off of the Veterans Park/Monache High School pipeline is 3,399 feet.
- (7) Pipeline to Sierra Hills, William R Buckley Elementary, and Burton Middle School share a pipeline with the connection to the City of Porterville. Pipeline length to Sierra Hills from the shared pipeline is 912 feet. Pipeline to the shared connection for William R Buckley Elementary and Burton Middle School is 3,703 feet past the City of Porterville connection.
- (8) Pipe connection length includes Caltrans connections along Highway 65 at both Henderson and Olive. Total length is 9,621 feet. Pipeline length to Prospect Education Center off of the Caltrans pipeline is 201 feet.
- (9) Pipeline to connect Burton Elementary School and Jim Maples Academy is the same pipeline. Total length is 1,765 feet. Pipeline length to Summit Charter Collegiate Academy off of the Burton Elementary School/Jim Maples Academy pipeline is 2,302 feet.
- (10) Pipeline length to Porterville Veterans Memorial, Porterville Church of the Nazarene, and Summit Charter Academy is shared. Total length is 5,403 feet.

5.2.4 Potable Reuse by Groundwater Replenishment – Rejected

Groundwater replenishment using recycled water to replenish the City's aquifer by either surface spreading or groundwater injection was considered in this evaluation. For surface spreading, the WWTF would need to be upgraded to provide advanced treatment requirements beyond the

Title 22 requirements for unrestricted reuse. Advanced treatment is required for pathogen removal as well as to meet stringent total organic carbon (TOC) concentration limits, and a reliable source of surface water is needed to provide significant dilution requirements (typically 4+1). For groundwater injection, full advanced treatment including reverse osmosis (RO) and advanced oxidation would be required. A high-level screening analysis of the alternatives was conducted and this alternative was rejected. The high cost for treatment for either groundwater replenishment method and the need for RO concentrate disposal were the key considerations in rejecting this potential beneficial use.

5.2.5 Direct Potable Reuse by Raw Water Augmentation – Rejected

This potable reuse alternative was considered in this evaluation as an opportunity to augment the City's water supply by blending recycled water treated to "full advanced treatment" standards with surface water for treatment in a new WTP. Full advanced treatment requires treatment beyond what is needed for groundwater replenishment, and also includes RO. A high-level screening analysis of the alternatives was conducted and this alternative was rejected. The high cost for treatment and the need for RO concentrate disposal were the key considerations in rejecting this potential beneficial use.

5.3 Stakeholder Outreach and Support

5.3.1 Agricultural Irrigation

The City has initiated outreach to the three agricultural districts being considered as potential candidates for receiving the recycled water for unrestricted use (see Section 5.2.2). The districts are PID, TPDWD, and SID. As stated in Section 5.2.2, all three irrigation districts have confirmed that they are interested in the recycled water. Each irrigation district has confirmed, individually, that it has the year-round capacity to take all of the WWTF's projected annual production of recycled water (9,000 AFY).

Emails from the general managers of the irrigations districts confirming their commitments to utilize the recycled water are provided in Appendix C.

The City continues to communicate with representatives from the irrigation districts, to work toward developing partnerships, and to negotiate of terms of potential interagency agreements.

5.3.2 Landscape Irrigation

The City has communicated with the City Parks Department about using the recycled water on city parks near the proposed recycled water distribution pipeline. The City has also had initial communications with some schools located near the alignment. Outreach to landscape irrigators will continue during the public outreach efforts to finalize the recycled water program. As stated in Section 5.2, the market for landscape irrigation is very small and not a priority for recycled water delivery, but interested users in the vicinity of the new pipelines will be provided with recycled water.

5.4 Conclusion

Potential users of recycled water identified through the market analysis are listed in Table 5.4. Potential projects involving these users are developed in the alternatives analysis (chapter 6).

Stakeholder outreach has begun and three agricultural districts have expressed their interest in the recycled water. The City will continue outreach discussions and meetings with the agricultural districts and landscape users.

Table 5.4 Potential Recycled Water Users by Use

Beneficial Use	Potential Recycled Water User	Description
Restricted Agricultural Irrigation	City of Porterville WWTF	Continuing the practice of irrigating the City's farmland with undisinfected secondary effluent. The reclamation area has capacity to take all recycled water flows through the 2040 planning year.
Unrestricted Agricultural Irrigation	City of Porterville WWTF PID, SID, and TPDWD	Irrigating with Title 22 disinfected tertiary effluent. All users have the capacity to take all recycled water flows through the 2040 planning year.
Landscape Irrigation	18 potential users in the vicinity of the WWTF and effluent pipeline (listed in Table 5.3)	Irrigating with Title 22 disinfected tertiary effluent. Landscape irrigation demand is small compared with unrestricted agricultural irrigation demand. This would only be considered for implementation for sites that are in close proximity to the tertiary recycled water pipeline.

Chapter 6

REUSE ALTERNATIVES ANALYSIS

6.1 Introduction

This chapter summarizes the alternatives considered to meet the project objectives. The City is interested in identifying opportunities to use recycled water to offset potable uses or exchange with agricultural irrigation districts in the area for surface water. The objective of the study is to determine the feasibility of implementing a recycled water system that will help reduce demands on groundwater through offsetting potable demands and augmenting water supply. The overarching goal of a recycled water system would be to support the City's sustainability goals, which are currently in development.

6.2 Project Constraints and Design Assumptions

6.2.1 Landscape Irrigation Market

The market assessment (Chapter 5) determined that water demands for landscape irrigation are very small compared to agricultural demands. Therefore, for planning purposes, landscape irrigation is not included in the alternatives analysis. It is assumed, however, that landscape irrigation would be implemented where it makes sense near distribution pipelines carrying Title 22 disinfected tertiary recycled water. In addition, the City is exploring other options for implementing landscape irrigation with recycled water as opportunities arise with implementation of other public works projects. While the landscape demands are relatively small, replacing irrigation with potable water with irrigation with recycled water would offset the potable demand.

6.2.2 Coordination with Tule River Tribe Casino Project

The Tule River Tribe is planning to develop a casino resort within a 40 acre site that it owns near the Porterville Airport and the City's reclamation area. The project involves using Title 22 disinfected tertiary recycled water for landscape irrigation within the casino resort and at the City's Sports Complex. A tertiary treatment plant (TTP) would be built on a parcel of City property within the reclamation area and near the casino resort. The City would deliver undisinfected secondary effluent from the City's Wastewater Treatment Facility (WWTF) via the City's effluent distribution pipeline to the TTP, where it would be treated to Title 22 standards.

It is assumed the TTP would be sized to treat 0.31 million gallons per day (mgd) of undisinfected secondary effluent. For all alternatives evaluated in this RWFS, this capacity is nominal compared to the projected flows (7.7 mgd and 9.4 mgd). Therefore, the 0.31 mgd is not subtracted from design criteria or planning assumptions for treatment or use of the recycled water.

The casino project does, however, affect planning considerations for future tertiary pipelines and siting options for tertiary treatment facilities for the City's recycled deliveries. These considerations are addressed in the alternatives evaluated later in this chapter. For example, the

casino project will require the use of 40 acres currently occupied by Fields 5N and 5S in the City's reclamation area. For planning purposes, these 40 acres are removed from the reclamation area and excluded from future calculations of effluent and biosolids loading capacity onto City land.

6.2.3 Capacity Limitations of Existing Effluent Pump Station and Pipeline

The existing effluent pipeline that delivers secondary effluent to the City's reclamation area has a capacity of 10.5 mgd. The pump station has a firm capacity of 8.6 mgd. It has been determined that the pump station should be expanded to provide a firm capacity of 10.5 mgd to maximize use of the pipeline. Also, since peak flows are already over 9 mgd, a second effluent pump station and pipeline are needed soon to handle near-term and long-term projected flows.

For this RWFS, all alternatives (except the no-project alternative) include construction of a second effluent pump station and pipeline. Figure 6.1 displays the conceptual options for the alignment of a second pipeline. One option is to build a parallel pipeline along the same route as the current effluent pipeline. The second option is to extend the pipeline from the WWTF to the west, approximately 2.5 miles, to deliver recycled water to landscape users in the vicinity and farmers within the Porterville Irrigation District (PID). Not only does the second option for the pipeline provide the capacity needed for future flows, it also provides the City the opportunity to broaden the market of recycled water users beyond the current and potential reuse areas south of the City.

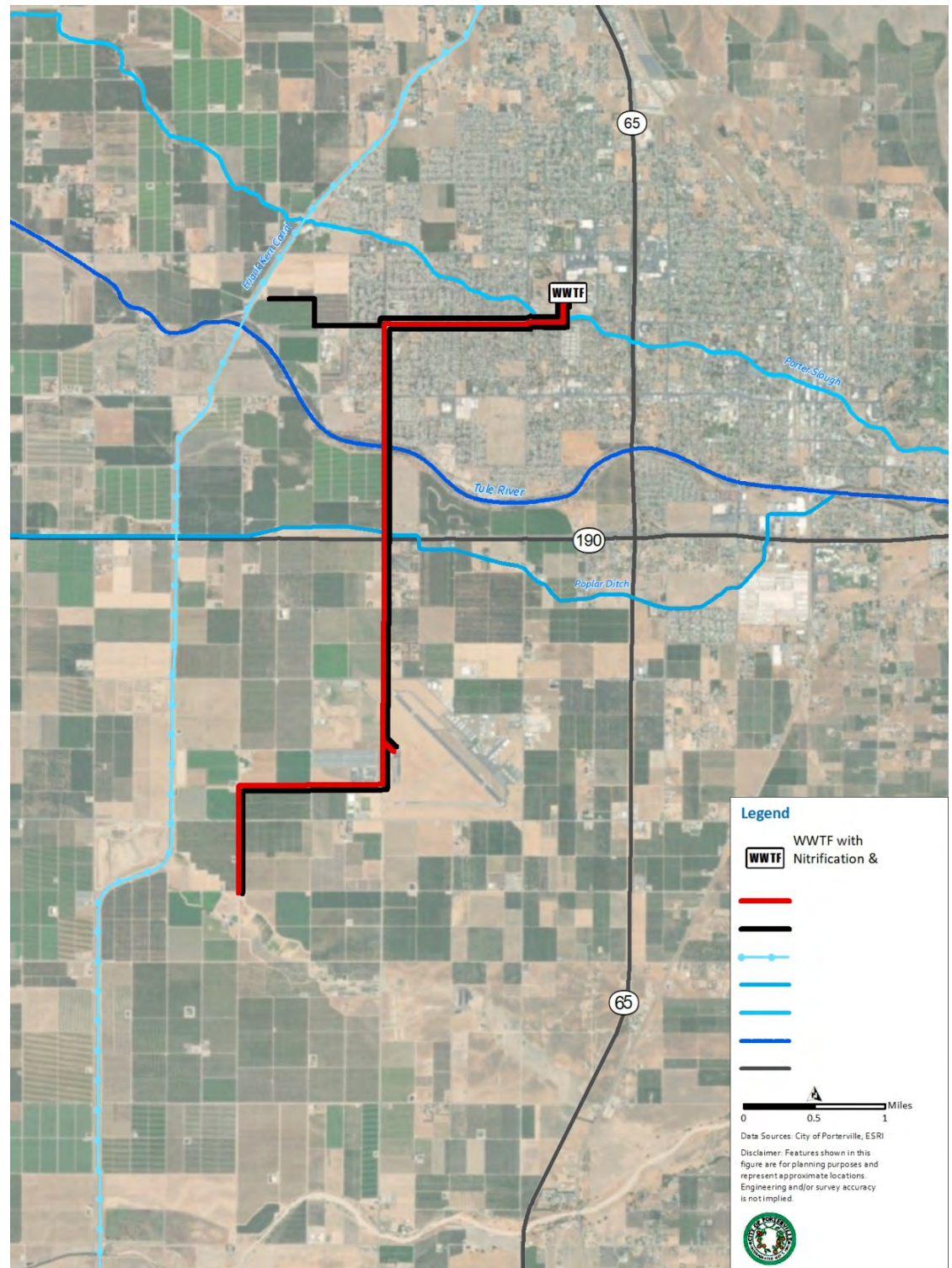


Figure 6.1 Conceptual Alignment Options for New Effluent Pipeline

6.2.4 Alternatives Design Assumptions

Recycled water treatment facilities are sized to meet the average daily maximum month flows (ADMMF) and peak hour flows (PHF). Sizing of pipelines and pump stations depends on demands developed for each alternative. Irrigation land areas are sized to meet average annual daily flows (AADF) and ADMMF to satisfy seasonal crop demands.

For agricultural tertiary alternatives, the City's existing percolation ponds at the reclamation area would be available for effluent discharge during the non-irrigation season. The ponds would also be available to divert peak flows or off-spec recycled water from the tertiary facilities. This convenience allows the City to avoid constructing storage facilities and minimize the sizing of tertiary facilities. The percolation ponds are limited to a hydraulic loading rate of 150 AFY (Carollo Engineers, Inc., 2009).

Two storage basins at the WWTF are available to store effluent if the effluent pump station is temporarily inoperable. The storage basins have a total estimated capacity of about 8.5 million gallons.

Conceptual-level pipeline alignments to deliver recycled water to irrigation districts and planning-level costs for the alignments were developed. The distribution pipelines provide one alignment and stop at one main entry point at each district's boundary. The preliminary alignments may change during implementation of the selected project.

It is assumed that facilities needed to pump, convey, or store recycled water within any irrigation district taking the water would be the responsibility of the irrigation district.

As stated in Chapter 3, the projected flows considered in the alternatives are shown in Table 6.1.

Table 6.1 Recycled Water Flows – Design Criteria

Phase	AADF (mgd)	ADMMF (mgd)	PHF (mgd)
1	7.26	7.71	14.22
2	8.84	9.40	17.25

6.3 Treatment Facility Considerations and Alternatives

The WWTF is an activated sludge plant and currently produces undisinfected secondary effluent. The WWTF was initially built in 1954 and has been expanded several times over the decades. A description of the WWTF is provided in Chapter 4. The WWTF has an ADMMF treatment capacity of 8.0 mgd.

An evaluation of the treatment capacity, given current flows and loadings, and a condition assessment of the WWTF is currently underway in a separate study.

Two drivers for evaluating treatment alternatives in this RWFS are the anticipated regulatory changes and the goals to expand the beneficial uses of the recycled water to support the City's water sustainability goals that are in development.

Chapter 4 of the RWFS summarizes new Central Valley nitrate control policies that are being established through a Basin Plan Amendment in 2019. The new policies will require the WWTF to nitrify and denitrify the wastewater to remove total nitrogen (TN) down to a concentration not exceeding 10 milligrams per liter (mg/L). These changing permit requirements will decrease the

capacity of the existing WWTF, requiring an upgrade and expansion to meet the original design capacity of 8 mgd.

Both secondary and tertiary treatment alternatives are evaluated. Secondary treatment allows restricted irrigation (Chapter 3), while Title 22 disinfected tertiary recycled water can be used for unrestricted uses and expands the market opportunities (Chapter 5).

6.3.1 Secondary Treatment Alternatives

Two secondary treatment alternatives were evaluated to provide capacity to meet the anticipated TN limits: conventional activated sludge (CAS) and membrane bioreactor (MBR). This section summarizes the expansion requirements for the primary and secondary treatment processes for both alternatives based on the condition and capacity requirements for primary and secondary treatment.

6.3.1.1 CAS

Nitrification and denitrification can be provided in a CAS process by using the Modified Ludzack-Ettinger (MLE) configuration. The MLE process consists of anoxic and aerobic zones as shown in Figure 6.2. Wastewater is pumped from the primary effluent channel to the anoxic stage and continues to the aerobic stage before being sent to the clarifiers. Nitrified effluent from the aerobic stage which is low in ammonia (NH_3) and rich in nitrate (NO_3) is recycled back to the anoxic stage for denitrification where it is converted to nitrogen gas (N_2). The RAS is returned to the anoxic zone to maintain biomass in the system.

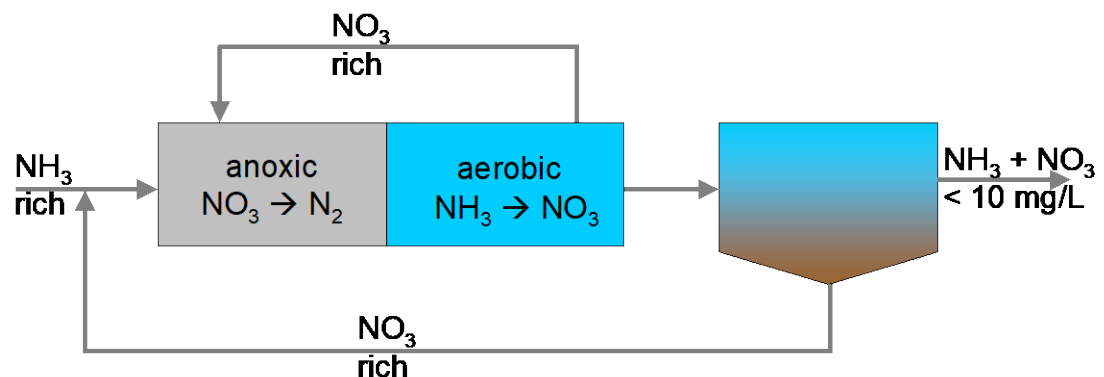


Figure 6.2 CAS/MLE Schematic

To meet the Phase 1 design flows and loads, one additional primary clarifier would be required along with three additional aeration basin/secondary clarifier trains similar in configuration to existing Trains 3 and 4. A new primary effluent flow splitting structure would be needed to split flow from primary clarifiers 3 through 5 to Aeration Basins 3 through 7. The first three zones (totaling 17.3 percent (%) of the total basin volume) of each aeration basin would be operated as anoxic zones, and mixed liquor rich in NO_3 would be returned to the anoxic zone at a rate of approximately three times the influent flow. To allow for the existing trains to operate in an MLE configuration, modifications to the existing aeration basins to allow for the addition of an anoxic zone and mixed liquor return would be required. For Claraetor 1, mixers would be added to the first and second zones to allow for this basin to have an 18.4 percent anoxic zone. In Claraetor 2, mixers would be added to the first zone to allow for a 10.4 percent anoxic zone. For Aeration Basins 3 and 4, mixers would be added to the first three zones. In addition to the planned new

facilities, various condition improvements have been identified for the existing primary clarifiers, aeration basins, and secondary clarifiers would be required.

Figure 6.3 shows the site impact of the CAS alternative for Phase 1.

To meet the Phase 2 design flows and loads, one additional aeration basin and secondary clarifier would be required.

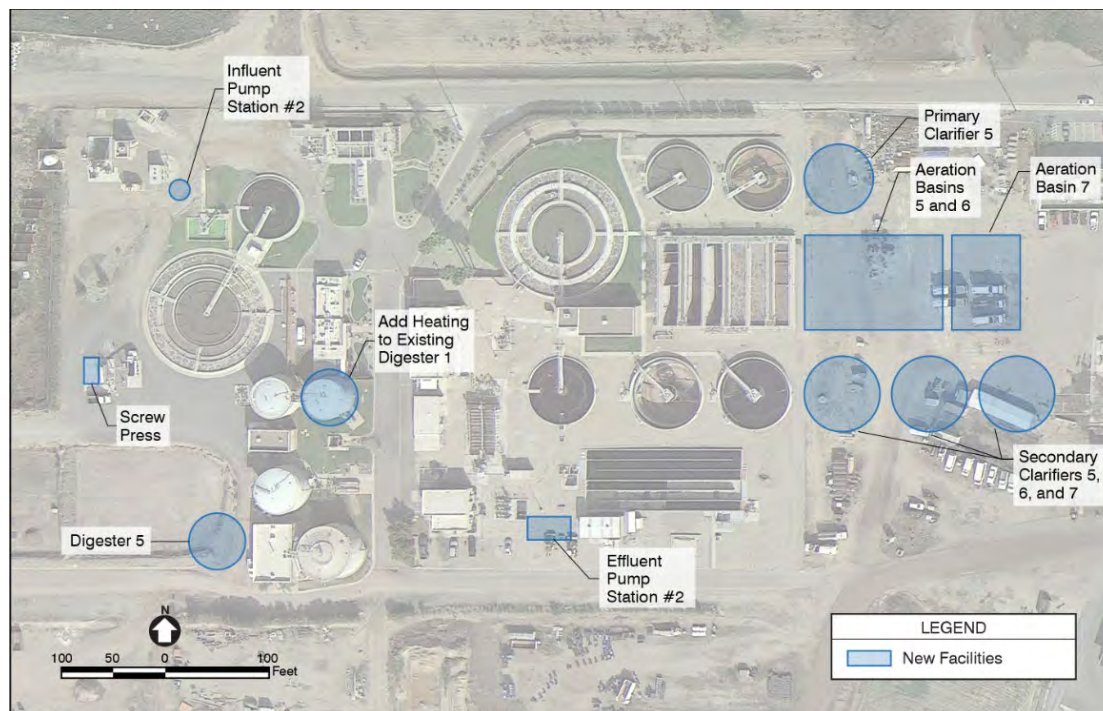


Figure 6.3 Site Impact for CAS/MLE Phase 1 Secondary Treatment

6.3.1.2 MBR

MBRs are a combination of activated sludge reactors and membrane facilities. Figure 6.4 shows an example of an MBR process schematic. Membrane systems are pressure driven solids-separation processes, which use membranes with extremely small pores to remove pollutants. Typically, a vacuum is applied to a header pipe connected to the membranes, which draws the treated effluent through the membranes and into the pump. These systems can be used to replace clarifiers and filtration in the activated sludge process. Without the limitations set by solids flux in secondary clarification, the mixed liquor can be more concentrated (up to 10,000 mg/L) than with conventional activated sludge, which reduces the size of the activated sludge process. MBRs produce a high quality effluent that is superior to the effluent from both final clarification and tertiary filtration.

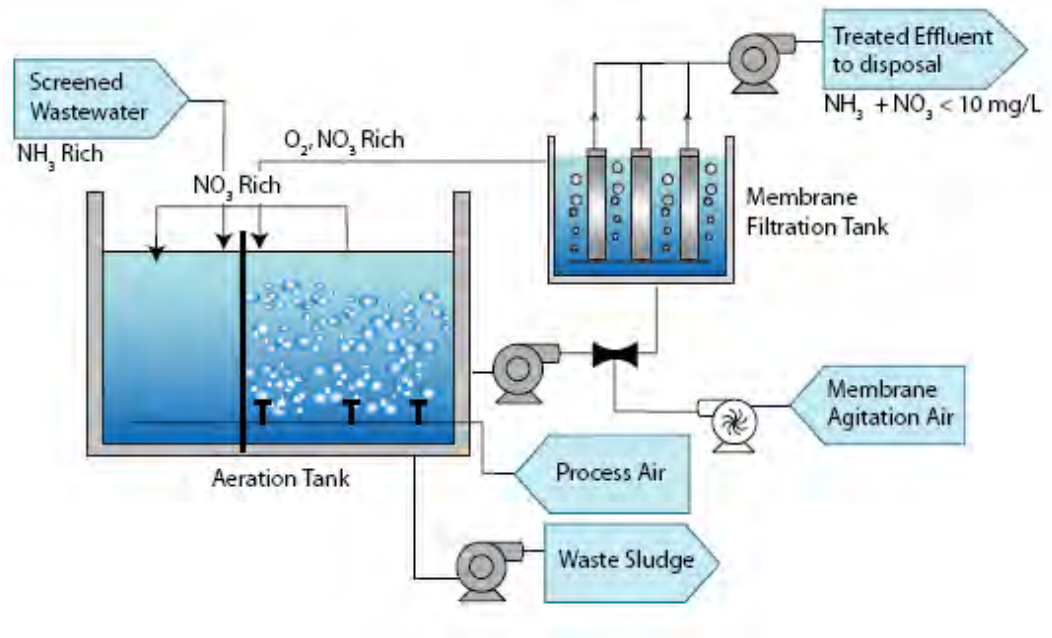


Figure 6.4 MBR Schematic

Due to the small pore size of the membrane, the primary effluent would need to pass through fine screens (one millimeter [mm] opening) prior to the aeration tanks. Membrane systems typically have a higher operation and maintenance cost than a traditional activated sludge system due to higher power requirements (from the higher aeration and pumping demands), the higher chemical costs (due to the need for periodic membrane cleanings), and the need for periodic membrane replacement (every six to ten years).

To meet the Phase 1 design flows and loads, Trains 2, 3, and 4 would be operated as MBRs, and Train 1 would not be used. To allow for this operation, Secondary Clarifiers 2, 3, and 4 would be demolished, and an MBR would be built. As with the CAS alternative, to allow for the existing trains to operate in an MLE configuration, modifications to the existing aeration basins would be required. For Claraetor 2, mixers would be added to the first zone to allow for a 10.4 percent anoxic zone. For Aeration Basins 3 and 4, mixers would be added to the first three zones to allow for a 17.4 percent anoxic zone. In addition to the planned new facilities, the condition improvements needed for existing Trains 2, 3 and 4 would be required.

Figure 6.5 shows the site impact of the MBR alternative for Phase 1 flows and loads.

To meet the Phase 2 design flows and loads, Train 1 would be converted to an MBR by demolishing Secondary Clarifier 1 and building a small MBR. As with the CAS alternative, to allow for Claraetor 1 to operate in an MLE configuration, mixers would need to be added to Zones 1 and 2, thereby creating an 18.4 percent anoxic zone. In addition, to the planned new facilities, the condition improvements discussed in Section 6.2 for existing Train 1 would be required.

6.3.2 CAS/MLE and MBR Noneconomic Comparison

Table 6.2 lists a summary of noneconomic considerations for CAS/MLE and MBR alternatives. See Section 6.4 for the economic comparisons for the treatment options and all reuse alternatives are presented in this chapter.

Table 6.2 Evaluation of Noneconomic Factors for Secondary Treatment

Parameter	CAS with MLE	MBR
Safety	3	2
Meets Permit	3	3
Ease of operation and maintenance (O&M)	3	2
Constructability	2	3
Reliability	3	3
Nitrogen Removal	3	3
In-plant hydraulics	1	2
Site footprint – Phases 1 and 2	1	3
Odor	2	3
Total (unweighted)	21	24

Note:

(1) Criteria Scale: 1 (Least Favorable) to 3 (Most Favorable)

6.3.3 Tertiary Treatment Alternatives

Identification of tertiary treatment options that can be added onto the preferred secondary treatment process is needed to address the future facility objectives and Title 22 requirements described in Chapter 4. Tertiary treatment for the CAS/MLE secondary process consists of filtration followed by disinfection. Since the MBR alternative already includes a filtration step, only disinfection is required for this alternative. A preliminary screening of two filtration alternatives and two disinfection alternatives was conducted. One technology was carried through for each process in the development of reuse alternatives.

6.3.3.1 Filtration

Filtration is only considered for the CAS secondary treatment process. For the MBR secondary treatment process, filtration is not required. The MBR effluent can be fed directly into the disinfection process.

Two filtration processes were considered; namely, cloth media disk filters and granular media filters. The filtered effluent quality produced by either filtration technology would meet the requirements for Title 22 unrestricted reuse-quality effluent.

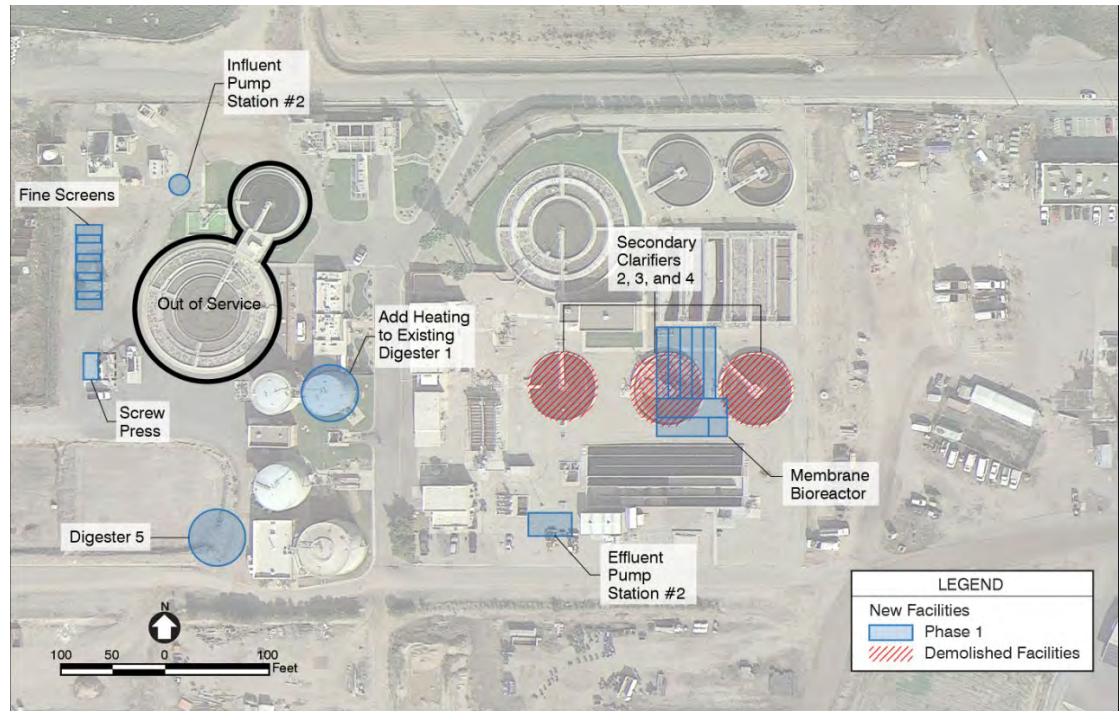


Figure 6.5 Site Impact for MBR Phase 1 Secondary Treatment

Cloth Media Disk Filters

Cloth media disk filters remove solids by sedimentation as well as filtration. The heavier solids settle out before reaching the filter cloth, and an intermittent sludge pump removes the settled solids from the bottom of the tank. As secondary effluent flows through the filters, solids accumulate on and within the depth of the filter cloth forming a mat across the surface. As the mat forms, head loss through the cloth increases, causing the liquid level in the tank to rise.

Automatic filter backwash typically begins based on liquid level. Flow is reversed which removes the majority of particles accumulated on the surface of the filter cloth. Depending on the filter media type, automated cleaning can also be achieved through high-pressure spray wash or chemical cleaning.

Advantages of the cloth media disk filter are the small footprint, minimal energy and pumping requirement, and minimal operator attention. A disadvantage of the cloth media disk filter is the potential for media clogging and scaling, affecting operational run time as well as O&M time and labor.

Granular Media Filters

Granular media filters include conventional single and multimedia filters, deep-bed filters, and continuous backwash filters. Conventional single and multimedia filters typically utilize sand or anthracite media and have a media depth of two to four feet. Deep-bed filters use larger-sized media, usually anthracite, and have a depth of four to eight feet of media. In continuous backwash filters, the water flows upward through a three to six foot deep sand bed.

In addition to improved water quality, an advantage of the continuous backwash filter is that there is no need to construct backwash water holding basins, waste backwash water holding

basins, or backwash pumps since the media is continuously backwashed. This can significantly reduce the filter construction cost and leads to increased ease of operation. With this type of filter, the media is continuously cleaned by recycling the sand internally through an airlift pipe and sand washer, which reduces operator attention required. A disadvantage of the continuous backwash filter is higher power cost due to the continuous operation of an air compressor.

Recommendation

Granular media filters were selected as the basis for estimating costs. During preliminary design, both filtration technologies should be evaluated in more detail.

6.3.3.2 Disinfection

The disinfection technologies considered for this project are chlorination and ultraviolet (UV) light. Both are reliable disinfection process that can safely follow the filtration process and meet Title 22 unrestricted reuse requirements.

Chlorination

Wastewater chlorination was utilized at the WWTF for many years. Chlorination was achieved using chlorine gas and a chlorine contact basin. Chlorination was discontinued in the early 2000s due to concerns for elevated groundwater concentrations of chloride from effluent percolation and irrigation at the City's reclamation facility. This concern to protect the groundwater from degradation in accordance with the State's Antidegradation Policy is still relevant today.

Other disadvantages to chlorination include:

1. The process adds salinity to the effluent, which is not desirable considering the pending Salinity Control Plan in the Basin Plan Amendment;
2. Farmer concerns for potential toxicity to crops;
3. Public health concerns for potential formation of disinfection byproducts;
4. Safety of workers handling and working around chlorine gas or chlorine chemicals;
5. Environmental safety for trucking and hauling of chlorine gas or chlorine chemicals to the City.

For these reasons, chlorination was not considered further.

UV Disinfection

UV disinfection is a physical process rather than a chemical process. This is advantageous because no chemicals are used to disinfect the water. There are no disinfection byproducts, and there is no increase in salinity that could negatively impact the quality of the recycled water or groundwater. Disadvantages include higher power usage than chlorine disinfection and increased O&M costs due to bulb replacement and cleaning. Safety considerations associated with UV disinfection include operator exposure to UV light and the potential for mercury release from lamp bulbs if damaged.

Two configurations of UV disinfection (closed-vessel and open channel) were considered. The cities of Clovis and Fresno have closed-channel UV systems while the City of Visalia has an open channel UV system. Figure 6.6 shows a picture of Fresno's closed-vessel system, and Figure 6.7 shows a figure of Visalia's open channel system.



Figure 6.6 Closed-Vessel UV Disinfection (City of Fresno)



Figure 6.7 Open Channel UV Disinfection (City of Visalia)

UV design criteria are based primarily on UV transmittance (UVT) and UV dose. UVT is a measure of the quantity of UV light transmittable through wastewater, which could be reduced by color, turbidity, certain metals, total dissolved solids, total suspended solids, and other factors. UV dose is determined for each target organism, bacteria and/or virus in the case of wastewater disinfection, according to Title 22 regulations. Because UVT data for future filtered secondary effluent is not available, an assumption of 55 percent UVT for post-media filtration was made based on the National Water Research Institute (NWRI) guidelines. If membrane filtration is used, a design UVT of 65 percent could be used per NWRI 2012 guidelines.

Equipment reliability must be considered when designing a UV system. The systems must provide full redundancy (duty + 1 standby) for PHF.

The reuse alternatives in this chapter consider several sizing options for the UV disinfection and locations either at the main WWTF or at a remote site near the reclamation area. For the installations at the main WWTF, the system can be installed within the existing chlorine contact basin (CCB), which would save on the site footprint and eliminate the need to demolish the CCB. The existing influent box to the CCB would be reused as the inlet basin (or stilling basin) that leads into the UV channels. The serpentine channels would be repurposed to serve as the UV channels.

Computational fluid dynamic (CFD) modeling should be performed to verify that an even flow distribution to each UV channel is achieved during peak flow conditions. Also CFD should be used to determine the placement of components with the UV channels so that approach velocities are uniform and within adequate tolerances to eliminate hydraulic impacts on reactor performance.

The CCB depth is an issue (shallower than typical CCBs), but the recommended CFD approach should allow for proper hydraulics into and out of the UV system. There is ample room in the length of the CCB to accommodate all of the UV options considered for the WWTF.

6.3.3.3 Recommendation

It is recommended to implement UV disinfection. The system can be installed in the existing CCB at the main WWTF. This conserves space and eliminates the need to demolish the CCBs.

6.4 Reuse Alternatives

A summary of each recycled water alternative is described in the following sections. Treatment technology and reuse alternatives screenings are discussed in Section 6.5. A screening matrix, also included in Section 6.5, was used to evaluate and rank all of the alternatives.

6.4.1 Alternative 1: “No Project” Alternative

This alternative involves continuing the City’s current program of irrigating undisinfected secondary effluent on the City’s reclamation land using a contract farmer. Because no treatment upgrades would be needed at the WWTF and no changes would be made to the City’s effluent and biosolids reclamation program, this would be the lowest cost alternative.

Alternative 1 does not address requirements in the Central Valley Salinity Coalition (CV-SALTS) Nitrate Control Program (established in the 2018 Basin Plan) to upgrade the WWTF for nitrogen removal. (See Chapter 4 for details on the Nitrate Control Program).

Alternative 1 would be limited to the use of the current effluent pipeline to deliver effluent to the reclamation area. As noted in Section 6.2.3, the pipeline does not have enough capacity to deliver future flows to the site. Lastly, although it is not expected that the City would need additional farmland to accommodate projected effluent flows, it would need to increase the volume of effluent going to the percolation ponds in order to accommodate future flows through 2040. It is also anticipated that additional farmland would be needed to handle future biosolids production through 2040.

This alternative is not viable for the long term due to permit compliance and lack of sufficient pipeline capacity to carry future flows to the site. It is ultimately rejected in the screening analysis (Section 6.5) and was therefore rejected.

Figure 6.8 shows the City's reclamation area and secondary effluent discharge pipe that represent Alternative 1. Fields 5N and 5S, comprising 40 acres, are removed from the reclamation area in this RWFS for planning purposes to accommodate the casino project.

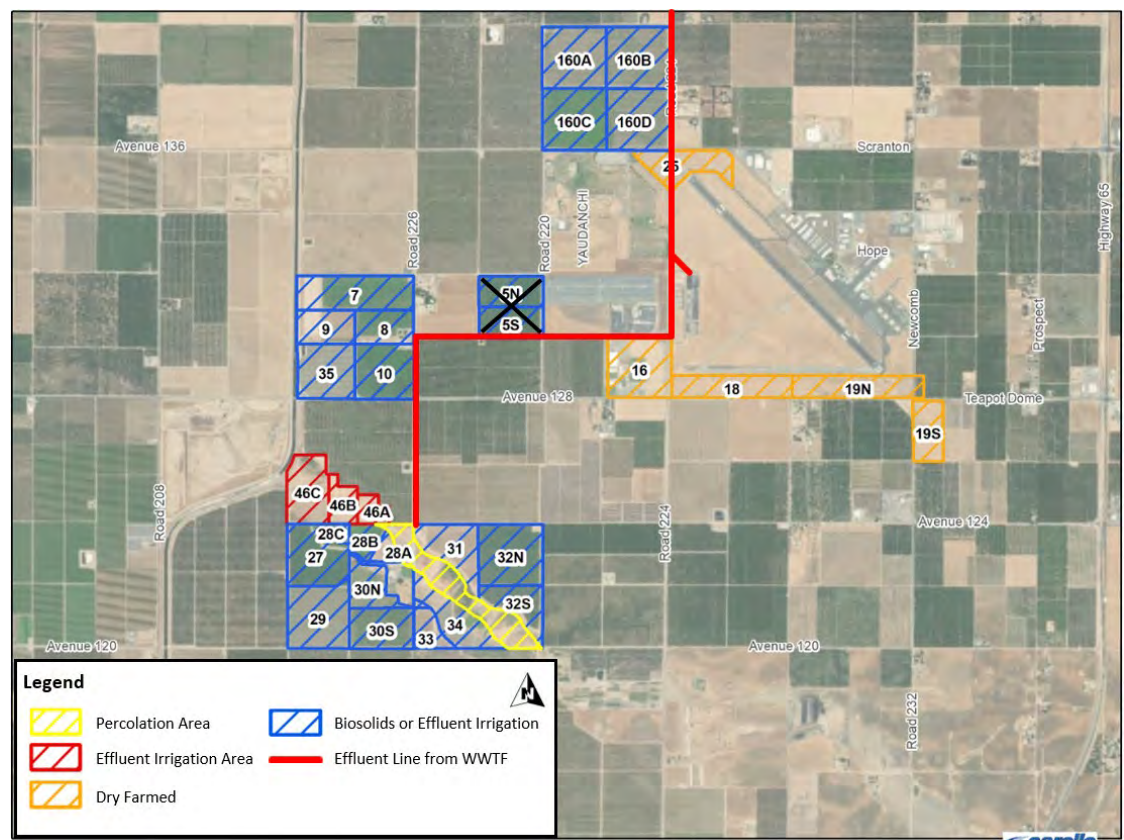


Figure 6.8 Alternative 1 – Restricted Irrigation on City Reclamation Area ("No Project" Alternative)

6.4.2 Alternative 2: Restricted Irrigation on City Land with Denitrified Undisinfected Secondary Effluent

This alternative involves upgrading the WWTF to add a nitrification/denitrification (NdN) process and irrigating the City's reclamation area with denitrified undisinfected secondary effluent. With this alternative, the City would continue using a contract farmer with leases re-established every

five years. Because it is a long-established program by the City, this alternative would not require an implementation program.

Alternative 2 addresses the requirements in the CV-SALTS Nitrate Control Program and would also bring the effluent TN to below 10 mg/L. Discharging lower TN effluent to the percolation ponds may help dilute the groundwater nitrogen plume over time.

This alternative would require construction of the second effluent pipeline to provide capacity to deliver the recycled water through the year 2040 (see Section 6.2.3). This alternative would not expand opportunities for the beneficial use of the recycled water. In addition, it would not provide any exchange opportunities with agricultural irrigation districts.

Figure 6.9 shows the City's reclamation area and the two secondary effluent pipelines that would be required for implementation of Alternative 2.

Although it is not expected that the City would need additional farmland for effluent irrigation, the City would have to increase the volume of effluent going to the percolation ponds in order to accommodate future flows through 2040. It is also anticipated that additional farmland would be needed to handle future biosolids production through 2040.

Table 6.3 shows the anticipated land requirements for the reclamation area at projected flows and increase in percolated volumes. A complete water and nitrogen balance would be needed in order to confirm the land area needed for both project phases (ADMMFs of 7.71 mgd and 9.40 mgd).

Table 6.3 Reclamation Area Land Requirements for Effluent Discharge

Phase	Wastewater Flows		Farmland Required for Irrigation (acres) ⁽¹⁾	Additional Farmland Needed for Biosolids (acres) ⁽¹⁾	Estimated Percolated Volume (AFY)	Hydraulic Loading Rate to Ponds (ft/yr)
	AADF (mgd)	ADMMF (mgd)				
Current	4.35	4.52	880	-	1,863	36
2032	7.26	7.71	840	119	3,640	70
2040	8.84	9.40	840	184	5,408	104

Note:

(1) Acreage is a preliminary estimate. Acreage would need to be confirmed with a water/nitrogen balance.

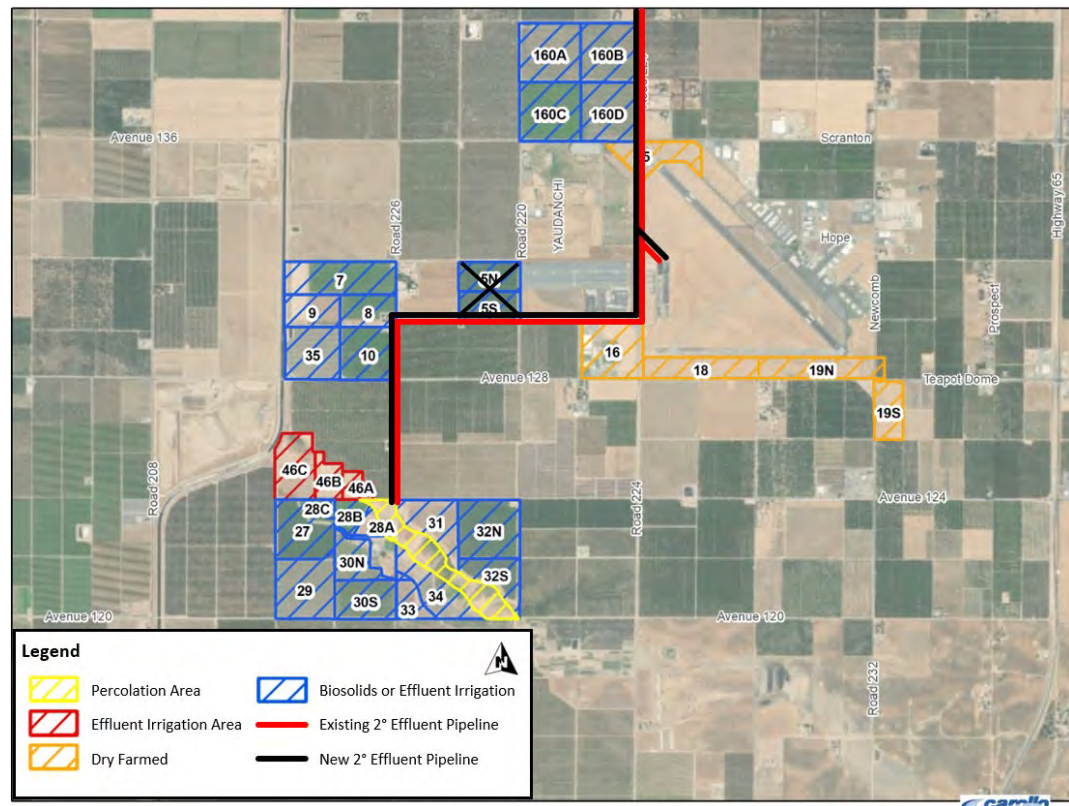


Figure 6.9 Alternative 2 – Restricted Irrigation on City Reclamation Area ("NdN" Alternative)

6.4.3 Alternative 3: Unrestricted Agricultural Irrigation on City Land with Title 22 Disinfected Tertiary Recycled Water

This reuse alternative differs from Alternative 2 in that it utilizes Title 22 disinfected tertiary recycled water instead of denitrified undisinfected secondary effluent.

This alternative would involve upgrading the WWTF for secondary/NdN, and constructing a new TTP near the reclamation area and irrigating the City's reclamation area with Title 22 disinfected tertiary recycled water. With this alternative, the City would continue using a contract farmer with leases re-established every five years. Because irrigating with Title 22 disinfected tertiary recycled water has fewer restrictions for public health compared with irrigating with undisinfected secondary effluent, the cropping options available with Alternative 3 are expanded to include food crops compared with Alternative 2. With a change to Title 22 unrestricted use, the land application of biosolids would no longer be allowed in the reclamation area, and another means of disposal would be required.

The water demands for food crops may be less overall than the current fodder crops, which means that more land and/or increasing the percolation volume may be required to accommodate all of the future flows through 2040. Discharging denitrified recycled water to the percolation ponds may help dilute the groundwater nitrogen plume over time.

This alternative would not expand opportunities for the beneficial use of Title 22 recycled water. However, the City would receive credit against pumping for percolated water and irrigation return flows. In addition, it would not contribute to water supply either by offsetting potable water usage or providing any exchange opportunities.

Figure 6.10 shows the City's reclamation area and secondary effluent discharge pipe as it would appear in Alternative 3. The tertiary facilities would be located near the reclamation area. This project would accommodate the proposed Tule River Tribe Casino, which plans to take 0.3 mgd of secondary effluent from the pipeline and treat it to Title 22 tertiary standards for recycling (see Chapter 1).

A second effluent pump station and pipeline from the WWTF would be needed to help convey future flows to the TTP. In addition, a new tertiary pipeline would need to be built to convey Title 22 disinfected tertiary recycled water to the fields. The existing effluent pipeline downstream of the TTP would need to be dedicated as a backup pipeline to carry off spec or peak flows to the percolation ponds.

Figure 6.11 shows a schematic of the facilities developed for Alternative 3. Facilities at the WWTF would be upgraded for NdN. The existing pump station would be expanded to 10.5 mgd, and a second pump station would be built for 7 mgd. The second pipeline would be sized to deliver 7 mgd.

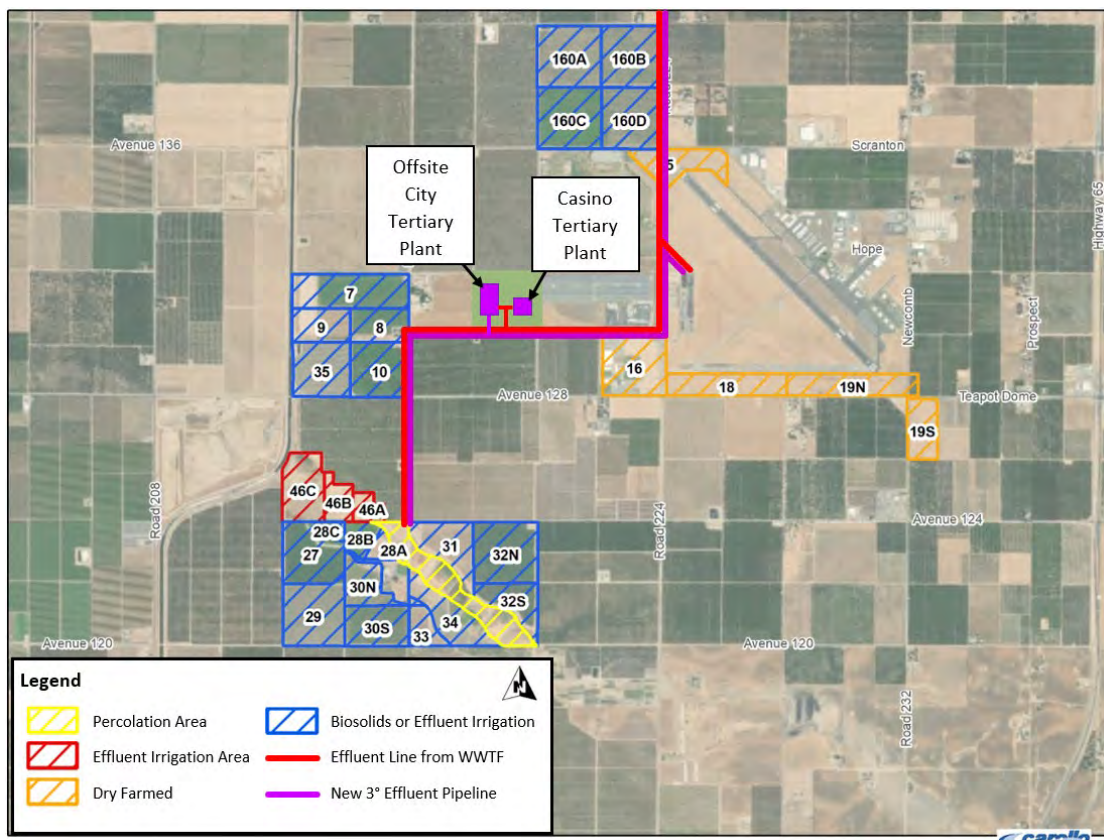


Figure 6.10 Alternative 3 – Unrestricted Irrigation on City Reclamation Area

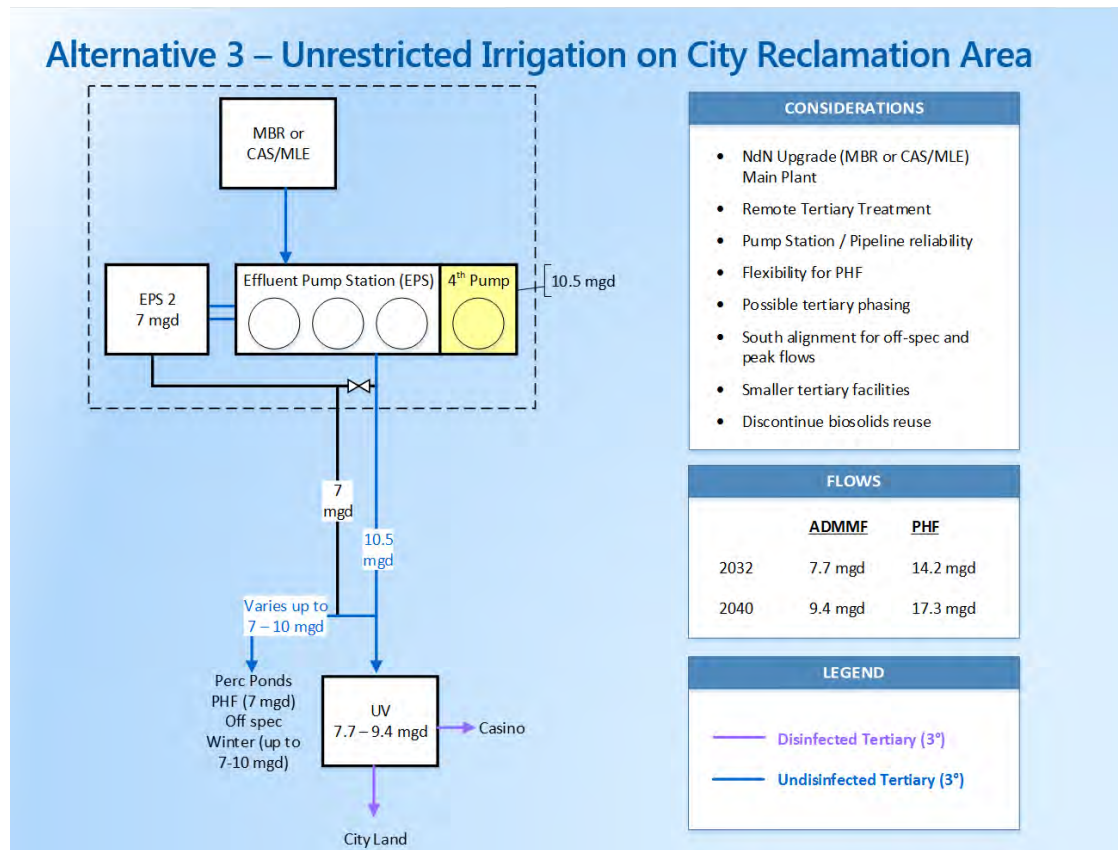


Figure 6.11 Schematic of Facilities Developed for Alternative 3

6.4.4 Alternative 4: Unrestricted Agricultural Irrigation with Neighboring Irrigation District(s) with Title 22 Disinfected Tertiary Recycled Water

This alternative involves the City providing Title 22 disinfected tertiary recycled water to one or more neighboring irrigation districts (IDs or districts) for possible water exchanges of recycled water for surface water. Three irrigation districts are considered as possible partners: Porterville Irrigation District (PID), Saucelito Irrigation District (SID), and Teapot Dome Water District (TPDWD). The recycled water would be used for agricultural irrigation within the exchange partner's boundaries, and the surface water would be used to recharge the City's groundwater.

An exchange agreement would provide for a reliable source of Title 22 water for an irrigation district suitable for irrigating all crops without restriction. In return, the City would be provided with a source of surface water that would be used to recharge the City's groundwater basin or potentially feed a surface water treatment plant. It is assumed that the exchange rate would be 1:1, meaning that the City would receive surface water at an equal quantity of recycled water delivered to the participating district(s).

The City would produce and deliver recycled water to the district(s), and the district(s) would be responsible for distributing the water to district farmers and maintaining the rules and regulations for the farmers to comply. Permitting would be covered under the State Water Board's General Order for Irrigation with Recycled Water.

As noted in the market assessment (Chapter 5), each of the three districts has capacity to take all of the recycled water produced by the City. Ultimately, the City could deliver to one or more

districts. This RWFS does not provide a recommendation on a specific district. The City would pursue the alternative and work with the ID(s) to develop the project and negotiate the exchange agreement. The development of an exchange agreement (or agreements) and all terms and conditions is beyond the scope of the RWFS.

Figure 6.12 shows the map of the three irrigation districts and the initial concept for treating and delivering recycled water to the districts. Pipelines are sized with the assumption that all recycled water produced would be delivered to any one of the IDs alone.

It is assumed the City's reclamation area would no longer be used for year-round effluent irrigation. The land could continue to be farmed and used for biosolids reuse using groundwater for irrigation supply. The land could also be another back-up site for irrigating off-spec tertiary water that would meet secondary treatment standards. If the City does not want to maintain the farmland as a reclamation area, the City would need to start sending biosolids to a permitted off-site biosolids land application facility.

Four sub-alternatives were developed to consider different approaches to sizing the Title 22 tertiary treatment facilities and the pipeline alignments. All sub-alternatives require the construction of a second pipeline and split conveyance of flows to both the existing and the new pipeline in order to accommodate future flows. The options are shown in schematic diagrams provided in Figures 6.13 through Figure 6.16, and are discussed in the following sections. In all sub-alternatives, the primary user of the recycled water would be PID. Lesser flows would be delivered to IDs in the southerly reuse areas (SID/TPDWD).

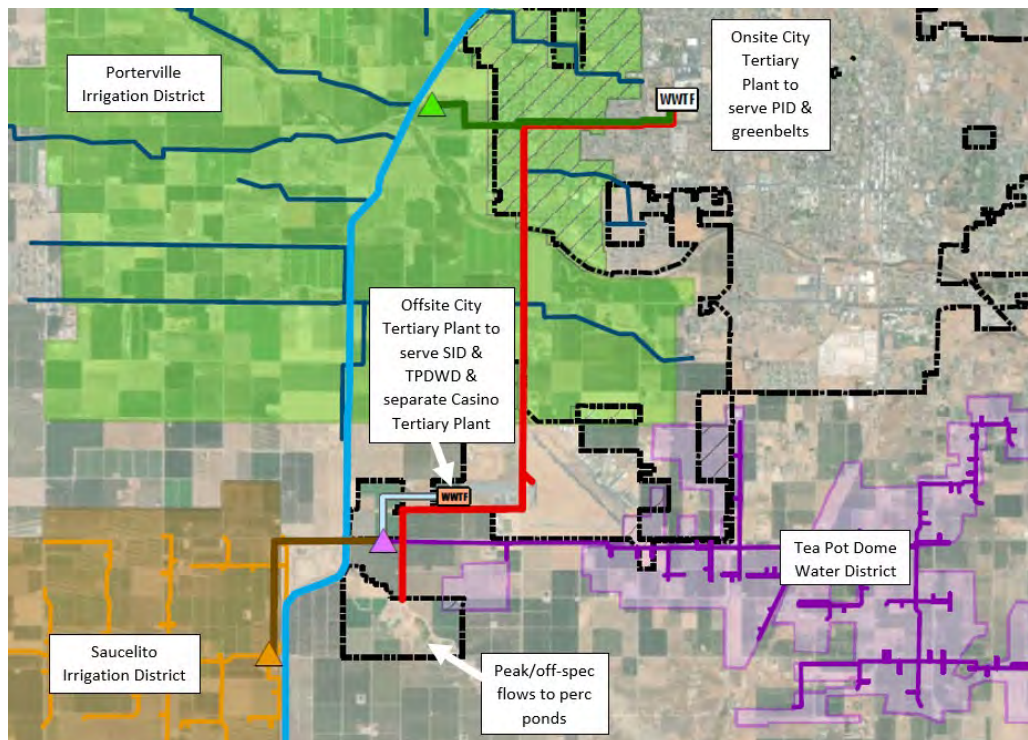


Figure 6.12 Alternative 4 – Unrestricted Irrigation to One or More Users with Split Treatment and Distribution

Alternative 4a – MBR, Split Disinfection, & Separate Effluent Pump Stations

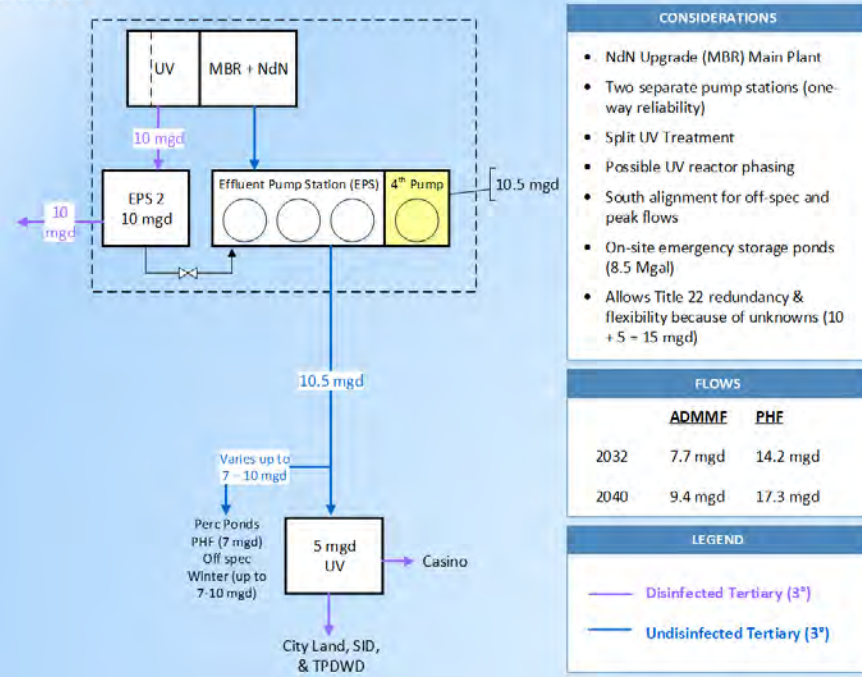


Figure 6.13 MBR, Split Disinfection, and Separate Effluent Pump Station

Alternative 4b – MBR & Split Disinfection with Combined Effluent Pump Stations

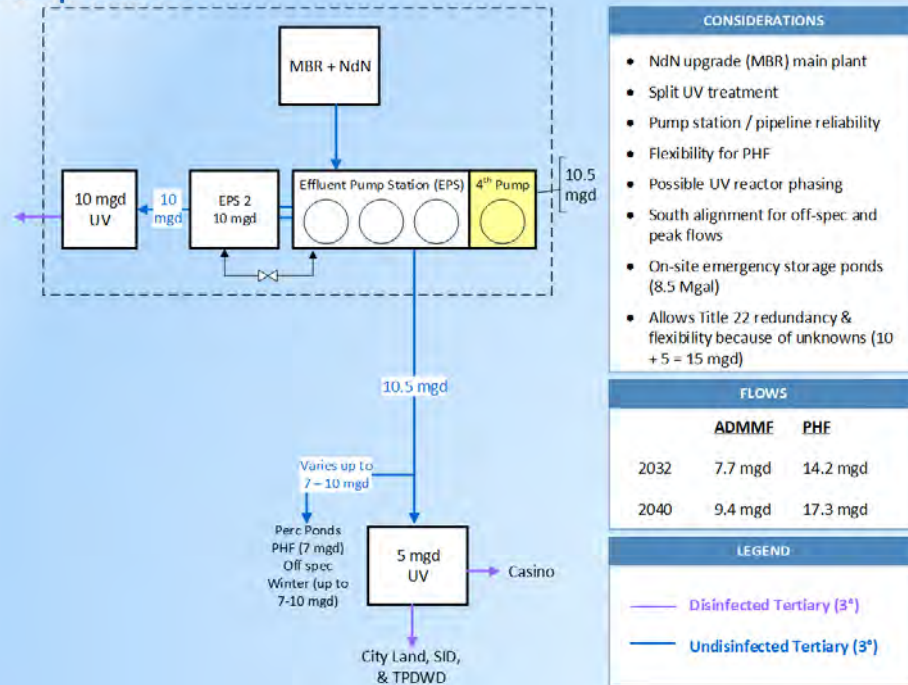


Figure 6.14 MBR and Split Disinfection with Combined Effluent Pump Station

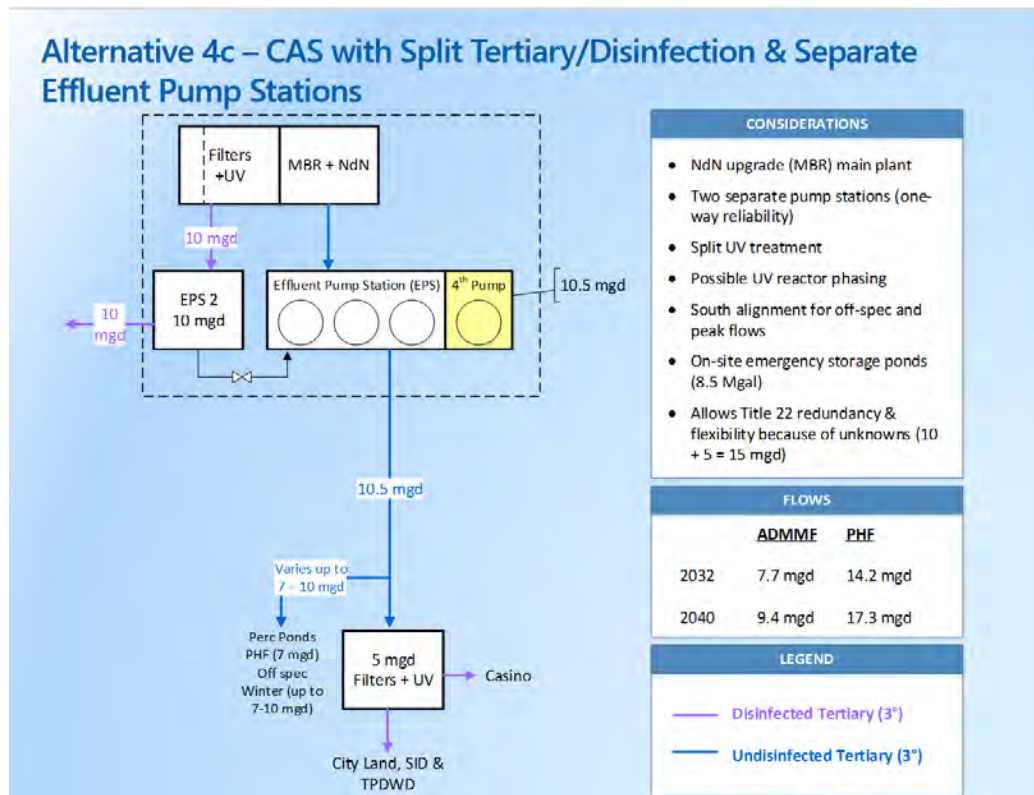


Figure 6.15 CAS with Split Tertiary/Disinfection and Separate Effluent Pump Station

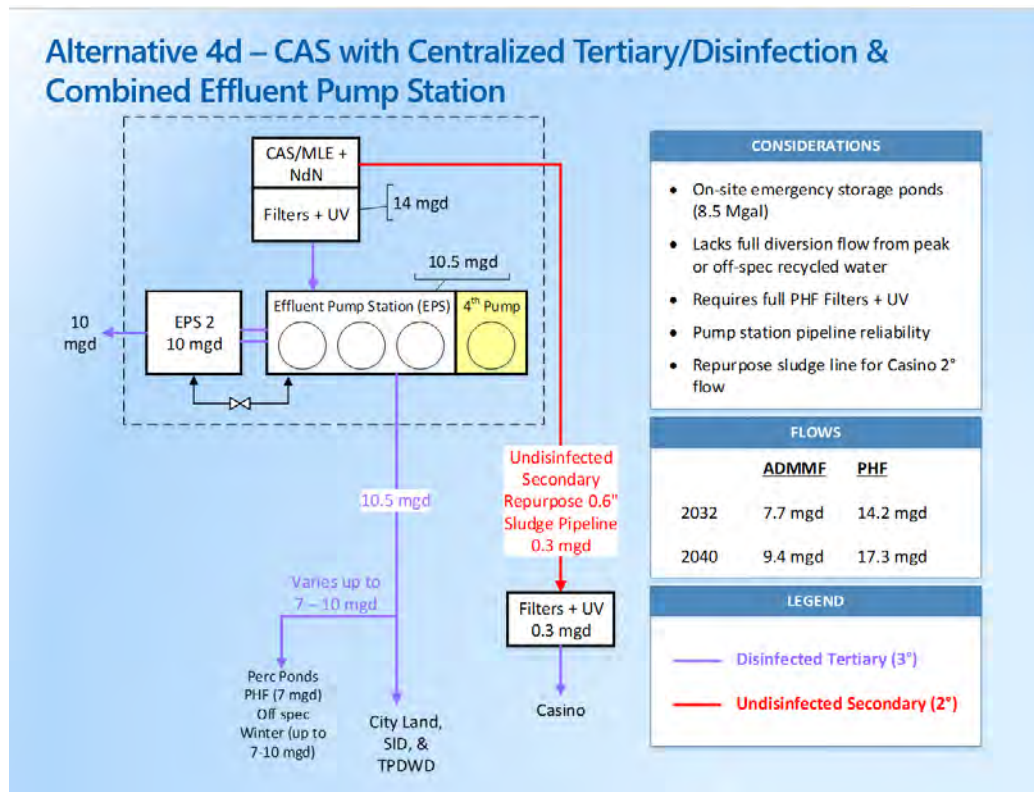


Figure 6.16 CAS Centralized Tertiary/Disinfection with Combined Effluent Pump Station

The concepts assume that the ID(s) would provide all conveyance and storage facilities within their boundaries. The City would only provide conveyance to one connection/meter point with the selected district. Table 6.4 summarizes the advantages and disadvantages of implementing unrestricted irrigation with an agricultural district.

Table 6.4 Advantages and Disadvantages of Unrestricted Irrigation with One or More User

Advantages	Disadvantages
Could provide up to 9,000 AFY reliable new water supply to City (assumes 1:1 exchange). Irrigation districts can use all RW produced.	Time to develop project and negotiate an agreement with one or more irrigation districts.
Maximizes beneficial use of the recycled water onto greater land area. Reduces reliance on City's percolation ponds.	Requires partnering with agricultural district(s) for the exchange of surface water. Partnering with more than one district increases complexity and time to develop.
Flexibility regarding recycled water diversification and opportunities to change arrangements in the future.	Partnering with SID or TPDWD would require additional pipeline facilities to extend deliveries past the City's reclamation area (added cost over delivery to PID).
Eliminates need to manage the contract farmer in the current program of effluent irrigation on the City's permitted reclamation site. Minimizes City oversight for recycled water use.	
Opportunity for landscape irrigation near tertiary distribution pipelines.	

6.4.4.1 Alternative 4a: MBR Treatment Facility, Split Disinfection, and Separate Effluent Pump Stations

In this alternative, the WWTF would be upgraded to NdN with MBR technology (Figure 6.13). The primary user of the recycled water would be PID. The membrane permeate from the MBR would be split into two flows to go to separate disinfection facilities. Up to 10 mgd would be disinfected with UV on site and pumped to PID through a new 10 mgd pump station and pipeline. Flows above 10 mgd would be routed to the existing pump station and sent via the existing pipeline to the reclamation area ponds or to the remote treatment facility. A remote 5 mgd UV disinfection plant would be constructed near the reclamation area to treat flows for delivery to SID, TPDWD, and to the separate treatment plant for the Casino (0.3 mgd). Both UV plants would be open channel configurations.

Together, the two pump stations and pipelines can convey 20.5 mgd. This is higher than the required 17.3 mgd, but provides flexibility and redundancy to send peak flows either way, depending on circumstances. The separate pump stations must stay separate because they handle different water quality. Effluent Pump Station 1 (EPS 1) pumps undisinfected MBR effluent, and EPS 2 pumps Title 22 disinfected tertiary recycled water. The configuration provides one-way reliability. If EPS 2 is down, flows can be diverted to the existing pipeline for conveyance to the southerly use areas.

In addition to the above, the on-site emergency storage ponds provide about 8.5 million gallons of storage for off-spec water or for flow diversion in case either pump station is temporarily shut down.

6.4.4.2 Alternative 4b: MBR Treatment Facility, Split Disinfection, and Combined Effluent Pump Stations

This alternative differs from 4a in that the UV treatment at the main WWTF would be positioned downstream of the new EPS 2 as is shown in Figure 6.14. This would allow more flexibility to operate the two pump stations as one combined pump station and could provide two-way reliability in case one pump station is out of service.

The UV system at the main WWTF would be a closed-vessel technology, which is well suited for downstream of the pump station, since a second pump station downstream of UV can be avoided. The UV system at the remote plant would be open channel configuration. All other aspects of the alternative are the same as Alternative 4a.

6.4.4.3 Alternative 4c: CAS/MLE Treatment Facility, Split Disinfection, and Separate Effluent Pump Stations

This alternative is similar to 4a in that it involves implementation of CAS/MLE instead of MBR at the main WWTF to denitrify the wastewater (Figure 6.15). The alternative would require installation of media filters ahead of the UV disinfection system. Up to 10 mgd would be filtered and disinfected with UV on site and pumped to PID through a new 10 mgd pump station and pipeline. Flows above 10 mgd would be diverted to the existing pump station and sent via the existing pipeline to the reclamation area ponds or to the remote treatment facility. A remote 5 mgd filtration/UV disinfection plant would be constructed near the reclamation area to treat flows for delivery to SID, TPDWD, or the City's farmland, and to the separate treatment plant for the Casino (0.3 mgd). Both UV plants would be open channel configurations.

All other aspects regarding the pump station concepts, capacity, and reliability features are the same as Alternative 4a.

6.4.4.4 Alternative 4d: CAS with Centralized Tertiary Disinfection and Combined Effluent Pump Station

This alternative is similar to 4b and is depicted in Figure 6.16. All wastewater would be treated at the main WWTF and discharged to a combined pump station (existing EPS 1 and new EPS 2), which would provide the advantages of pump station reliability mentioned previously. With CAS/MLE, the main WWTF would include media filtration and UV disinfection, and all water leaving the site would be Title 22 disinfected tertiary recycled water. This alternative assumes the current 6-inch diameter sludge line would be converted to deliver undisinfect secondary effluent from the WWTF to the Casino for their tertiary facility.

This alternative differs from the others in that it lacks reliability of 4a – 4c to divert off-spec peak flows down the south pipeline for delivery to the percolation ponds.

6.4.5 Potential Friant Kern Canal Recycled Water Conveyance Option

One option for future consideration as a potential conveyance method for Title 22 disinfected tertiary recycled water is the use of the F-K Canal. This option would involve discharging Title 22 disinfected tertiary recycled water into the F-K Canal, where it would be blended with surface water. Through an exchange agreement with one or more irrigation districts, the partnering district(s) would be supplied with the blended water from the canal, equivalent to the quantity of recycled water discharged. The partnering irrigation district would provide the City with surface water in exchange, as described in Section 6.4.4.

The advantages of this option are that it would position the City for future opportunities (new users) or changing conditions that cannot be anticipated at this time. This option provides the advantage of a single discharge point to the F-K Canal, and the City could exchange water with any interested irrigation district that uses the canal. It would also avoid the need for a second distribution pipeline or second remote UV facility.

It is not known if the Bureau of Reclamation would allow discharge of recycled water into the F-K Canal system, however they have allowed recycled water to be discharged in the Delta Mendota Canal. Not enough is known about the viability of this option at this time to determine whether or not it is feasible, so it was not considered further in this RWFS. It is included here, however, as an option for possible future consideration.

6.5 Noneconomic Screening of Alternatives

Noneconomic screenings of treatment and reuse alternatives were conducted to identify the preferred alternatives on a qualitative basis.

6.5.1 Screening of Treatment Technologies

The screening of treatment technologies was presented previously. The results are summarized below.

6.5.1.1 Secondary Treatment

Based on non-economic factors, the preferred secondary treatment technology is the MBR technology. A detailed evaluation of the MBR and CAS/MLE treatment alternatives has been conducted for the WWTF evaluation, which is being developed separately. . Based on this evaluation, the MBR and CAS/MLE treatment technologies were compared in this RWFS using nine criteria, listed below:

- Safety.
- Meets permit requirements.
- Ease of O&M.
- Constructability.
- Reliability.
- Nitrogen removal.
- In-plant hydraulics.
- Site footprint – Phases 1 and 2.
- Odor.

Section 6.3.2 of this RWFS summarizes the scores of the nine criteria; MBR's total score (24) was greater than that of CAS/MLE (21).

6.5.1.2 Disinfection

Two disinfection technologies were considered and screened. These were UV and chlorination. A noneconomic evaluation of disinfection technologies was provided in Section 6.3.3.2. Due to several disadvantages to chlorination (salinity impacts, potential for crop toxicity, safety, potential formation of disinfection byproducts), UV is selected as the preferred disinfection technology.

6.5.2 Screening of Reuse Alternatives

A screening analysis of the reuse alternatives was conducted to identify the preferred reuse alternative, based on noneconomic criteria/parameters. For each alternative, a score was assigned to each criterion (equal weighting). The scores were totaled to determine the highest ranked alternative. The criteria are:

- Treatment Reliability/ Flexibility.
- Conveyance Reliability/ Flexibility/ Redundancy.
- Consistency with City's Water Sustainability Goals.
- Higher Beneficial Use of Recycled Water.
- Potential Environmental Issues.
- Regulatory.
- Legal & Institutional.
- Time to Implement.
- Reuse Flexibility/ Adaptability.

The criteria are presented in Table 6.5, which includes the primary considerations associated with each criterion, the scoring range, and the type of metric appropriate for each criterion. The first criterion (treatment reliability/flexibility) incorporates the secondary screening conducted (Section 6.5.1.1), so that this screening analysis addresses both treatment and reuse.

Each alternative was scored against each of the nine criteria. By scoring the alternatives based on a single criterion at a time, the relative attainment of that criterion formed the basis for the comparisons among the alternatives and their ultimate rankings. The results, as summarized in Table 6.6, include the scores for each alternative for each criterion and the resulting rank. In addition, the rationale for each score is presented in a more detailed matrix in Appendix D.

6.5.2.1 Screening Results and Preferred Alternative

The unrestricted agricultural reuse alternatives (4a through 4b) outranked Alternatives 1, 2, and 3.

The most highly ranked alternative is 4b, Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations. The second-ranked alternative is 4a, MBR, Split Disinfection and Separate Effluent Pump Stations.

Alternative 4b is preferred over 4a because it involves the MBR technology, which has a smaller footprint, more ease of O&M, and more ease of future expansion; and because it involves a combined pump station, which increases the reliability and redundancy of water delivery.

Figure 6.17 presents the site layout for the Phase 1 MBR/UV treatment facilities for the preferred Alternative 4b.

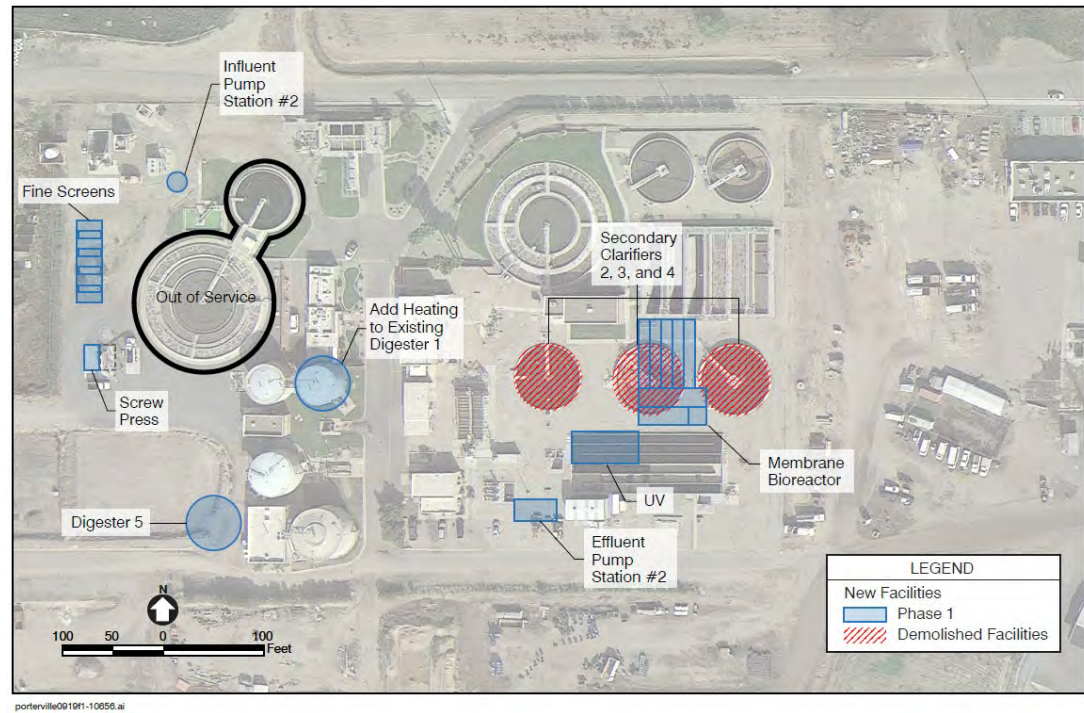


Figure 6.17 Preferred Reuse Alternative Site Impact – Phase 1 MBR Tertiary/Disinfection

Table 6.5 Screening Criteria, Metrics, and Scoring Ranges for Reuse Alternatives

Criteria	Scoring Range			Score	Suggested Metric	Considerations
	(0-1)	(2-3)	(4-5)			
Treatment Reliability/ Flexibility	Low Reliability/ Flexibility	Medium Reliability/ Flexibility	High Reliability/ Flexibility	0-5	Relative comparison	Safety, ease of O&M, constructability, ease of future expansion, reliability, in-plant hydraulics, site footprint, odor, nitrogen removal. MBR ranks higher in a separate evaluation (see Table 6.2).
Conveyance Reliability/ Flexibility/ Redundancy	Low Reliability/ Flexibility	Medium Reliability/ Flexibility	High Reliability/ Flexibility	0-5	Relative comparison	Site footprint, process flexibility, pump station and pipeline reliability and redundancy.
Consistency with City's Water Sustainability Goals	Low Consistency	Medium Consistency	High Consistency	0-5	Relative comparison	Considers agricultural irrigation of recycled water in exchange for surface water rights, landscape irrigation, and restricted irrigation..
Higher Beneficial Use of Recycled Water	Low Beneficial Use	Medium Beneficial Use	High Beneficial Use	0-5	Relative comparison	Based on beneficial use of effluent, with secondary effluent irrigation being low agricultural irrigation being high
Potential Environmental Issues	Low Potential	Medium Potential	High Potential	0-5	Qualitative	Based on little or no issues vs. significant issues and potential CEQA delays.
Regulatory	High Potential for Hurdles	Medium Potential for Hurdles	Little to No Potential for Hurdles	0-5	Qualitative	Readily permitable vs. significant regulatory challenges.
Legal & Institutional	High Potential for Hurdles	Medium Potential for Hurdles	Little to No Potential for Hurdles	0-5	Qualitative	Based on whether or not, or the extent to which, the City has the authority to implement the practice regardless of feasibility or cost. Legal efforts required for implementation, such as efforts to establish institutional & interagency governance/management structures.
Time to Implement	Most Time to Implement	Medium Time to Implement	Least Time to Implement	0-5	Qualitative	Relative comparison between alternatives.
Reuse Flexibility/ Adaptability	Low Flexibility	Medium Flexibility	High Flexibility	0-5	Qualitative	Flexibility to adapt or change program over time w/o leaving stranded assets. Flexibility to adjust or change quantities of recycled water delivered, number of recycled water users, and locations

Table 6.6 Non-Economic Scoring of Each Reuse Alternative

Alternative	Ranking Criteria									Total Score	Rank
	Treatment Reliability/ Flexibility	Conveyance Reliability/ Flexibility/ Redundancy	Consistency with City's Water Sustainability Goals	Higher Beneficial Use of Recycled Water	Potential Environmental Issues	Regulatory	Legal & Institutional	Time to Implement	Reuse Flexibility/ Adaptability		
1 - No Project	0	0	0	0	5	1	5	5	0	16	9th
2a - Restricted Irrigation on City Land (MBR)	5	3	0	1	3	4	5	3	1	25	7th
2b - Restricted Irrigation on City Land (CAS)	3	3	0	1	3	4	5	3	1	23	8th
3a - Unrestricted Irrigation on City Land (MBR)	5	3	0	3	3	4	5	3	2	28	5th
3b - Unrestricted Irrigation on City Land (CAS)	3	3	0	3	3	4	5	3	2	26	6th
4a - Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations	5	4	5	5	2	2	3	3	5	34	2nd
4b - Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations	5	5	5	5	2	2	3	3	5	35	1st
4c - Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations	3	4	5	5	2	2	3	3	5	32	4th
4d - Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations	3	5	5	5	2	2	3	3	5	33	3rd

6.6 Planning Level Cost Estimate

Planning level cost estimates for each recycled water alternative are presented in this section. The assumptions regarding cost estimates are discussed below.

6.6.1 Scope and Accuracy Range

The cost estimates presented in this study have been prepared for feasibility study purposes and for guidance in project evaluation and implementation. These estimates are based on current perceptions of conditions at the project location. These estimates reflect Carollo's professional opinion of costs at this time and are subject to change as project details are further defined. Carollo has no control over variances in the cost of labor, materials, equipment; nor services provided by others, contractor's methods of determining prices, competitive bidding, or market conditions, practices, or bidding strategies. The actual costs of a project will depend on actual labor and material costs, competitive market conditions, final project scope, implementation schedule, and other variable factors such as preliminary alignment generation, detailed utility surveys, and environmental and local considerations. Carollo cannot, and does not, warrant or guarantee that proposals, bids, or actual construction costs will not vary for the costs presented as shown.

Capital costs for this study are based on the March 2019, 20 Cities Engineering News Record Construction Code Index (ENR CCI) of 11,228. Future adjustments of cost estimates presented in this report can be estimated by increasing the estimated capital cost by the ratio of the future 20 Cities ENR CCI to 11,228.

The Association for the Advancement of Cost Engineering (AACE) International defines five different cost estimate classifications intended to align the estimating process and accuracy with the status of the project design. These classes and their definitions are summarized in Table 6.7.

The costs developed in this study shall be considered Class 5 estimates.

Table 6.7 Cost Estimating Class Estimates

Class	Class Definition	Status of Design	Accuracy Range	
			Low Side	High Side
5	Rough Order-of-Magnitude Planning Estimate	N/A	-20% to -50%	+ 30% to +100%
4	Detailed Planning Level Estimate	1% to 5 %	-15% to -30%	+20% to +50%
3	Project Budget Estimate	10% to 40%	-10% to -20%	+10% to +30%
2	Detailed Project Control Estimate	30% to 70%	-5% to -15%	+5% to +20%
1	Bid Check Estimate	80% to 100%	-3% to -10%	+3% to +15%

Note:

(1) Percentages are based on the construction cost value and not on an incremental subtotal after each percentage category.

6.6.2 Mark-ups and Contingency

For the development of the project costs, a construction and estimating contingency and other markups will be applied as shown in Table 6.8. The markups are intended to account for costs of engineering, design, administration, and legal efforts associated with implementing the project. A sales tax of 9.25 percent was applied to 50 percent of the total direct cost subtotals. It should

be noted that contingency and other markups are applied incrementally; that is, the percentage for each component is applied to the previous subtotal.

Table 6.8 General Cost Estimating Assumptions

Description	Estimated Cost	Percent of Direct Construction Cost
Direct Construction Cost (includes Contractor General Conditions @ 10%)	"A"	100 %
Estimating Contingency	+30% of "A"	30%
Subtotal:	"B:"	130 %
Contractor Overhead and Profit	+15% of "B"	15%
Subtotal:	"C"	149 %
Sales Tax on 50% of Construction Cost	+9.25% of 50% of "C"	4.6%
Total Construction Cost:	"D"	156%
Change Order Cost	+3% of "D"	3%
Engineering, Legal, Administration, Construction Management ⁽²⁾	+20% of "D"	20 %
Total Project Cost:	"E"	192%

6.6.3 Unit Construction Costs for Recycled Water Pipelines and Pump Stations

The construction cost estimates for recycled water pipelines and pump stations are based on the unit construction costs listed in Table 6.7. Construction costs for pipelines include pipe material (C900 PVC), valves, appurtenances, excavation, installation, bedding material, backfill material, transport, and paving where applicable. Pipeline costs are provided in units of cost per linear foot (LF) of pipe. Because the alignments are preliminary at this stage and will need to be verified during preliminary design, costs associated with easements and land acquisitions are not provided.

Table 6.9 Baseline Unit Construction Costs before Markups

Category	Unit Construction Cost	Unit
Pipelines		
20-inch diameter	\$395	\$ / LF
24-inch diameter	\$450	\$ / LF
30-inch diameter	\$475	\$ / LF
Pump Stations		
100HP – 500 HP	\$3000	\$/HP

Recycled water pump stations were assumed to have vertical turbine pumps. Costs were estimated using a regression model of past pump station projects, that relates total horsepower with pump station cost.

6.6.4 Cost Estimating Approach for Treatment Facilities

Construction costs presented in this report are based on preliminary process evaluation and planning level considerations in the WWTF evaluation which is being developed separately. Construction costs for secondary and tertiary facilities are based on past construction costs of

similar facilities at other locations, unit costs, estimating guides, and other supporting information.

6.6.4.1 UV System Costs

Equipment costs are based on one UV manufacturer's proposal, Xylem's WEDECO Duron, from a similar Carollo project from earlier in 2019. The costs for the different options were based on the ratio of the number of lamps and channels in a system. Costs include all necessary reactor components, auxiliary equipment, spare parts and start-up and commissioning services. The construction costs also include a canopy over the entire system, providing for a more operator friendly environment.

A comparison of the total equipment cost of the different UV options is in Appendix E. The estimated construction costs include adding a roof structure for the UV equipment, structural/mechanical modifications to the existing CCB, electrical, and instrumentation modifications.

The O&M cost basis and key factors for the net present worth evaluation are shown in Appendix F. The replacement costs for the individual components were provided by the manufacturer. The O&M cost analysis is based on the average flow rate, the average UVT, an electricity rate of \$0.10/kWh, and a labor rate of \$150/hour. Key components include replacement costs for lamps, ballasts, quartz sleeves, UV intensity sensors, cleaning system wipers, etc.

6.6.4.2 Treatment Facility Power Costs

The WWTF has two sources of electrical power; Southern California Edison (SCE) and an on-site solar photovoltaic system that is owned and operated by Sol Systems, Inc. During the period of March 1, 2018 to February 28, 2019, the City purchased 1,655,108 kWh of energy from SCE, at an average cost per kWh of \$0.1215. The average cost per kWh of energy purchased from SCE was calculated by dividing the total annual SCE expenditure (e.g. the sum of SCE monthly invoices) by the total annual amount of energy purchased from SCE. As such, the average cost per kWh of energy purchased from SCE includes delivery charges for both energy and demand, generation charges for energy, and taxes.

Over the same period (March 1, 2018 – February 28, 2019), the City also purchased 2,093,019 kWh of energy from Sol Systems, Inc. at an average cost per kWh of \$0.0825, which is the energy rate set by the Solar PV Power Purchase Agreement between the City and Sol Systems.

Using the total amount of energy purchased from SCE and Sol Systems between March 1, 2018 and February 28, 2019, and the associated average cost per kWh for each, the weighted average energy cost for the WWTF is calculated to be \$0.0997/kWh, which is based on 44.2 percent of the annual WWTF energy being sourced from SCE and 55.8 percent being sourced from Sol Systems' solar PV facility. For this present worth analysis, the City's present energy cost of \$0.1/kWh is used.

As future energy demands of the WWTF increase, it should be noted that the weighted average energy cost will likely increase because any additional energy required to operate the WWTF would have to be sourced from SCE due to the fact that the Sol Systems' solar PV facility has a fixed capacity.

For example, if the WWTF annual energy demand were to increase by 10 percent to 4,122,940 kWh, the 10 percent additional energy (374,813 kWh) would have to be purchased at the SCE average energy rate of \$0.1215/kWh, which would increase the WWTF overall weighted average energy cost to \$0.1017/kWh. Also note that the WWTF overall weighted average energy cost will increase over time as a result of inflation in the SCE energy rate and escalation of the Sol Systems energy rate (if the Sol Systems PPA includes a rate escalation provision).

6.6.5 Present Worth Cost Assumptions

Present worth costs estimate the project cost over a given study period, considering the total project cost, replacement, operation, maintenance and repair, expressed in present or annual value terms. The key variables that are used to calculate the present worth cost are the duration, and net discount rate (which combines the inflation and raw discount rate). The following assumptions are listed in Table 6.10.

Table 6.10 Key Variables for Present-Worth Costs

Variable	Value
Project Duration	20 years
Net Discount Rate	3%
Labor Rate	\$150/hour
Electrical Power	\$0.1/kWh

6.6.6 Excluded Costs

The following costs were not included in the cost estimates for the alternatives:

- Land acquisition to accommodate future biosolids reuse at the City's reclamation area.
- Biosolids hauling to off-site permitted land application facility.
- Easements and land acquisition for pipelines.
- Costs to deliver recycled water to potential landscape irrigation customers.
- Costs to distribute Title 22 disinfected tertiary recycled water throughout the reclamation area (Alternative 3).
- Environmental documentation to address the California Environmental Quality Act (CEQA).
- Costs related to the TTP for the casino project.

6.7 Engineer's Estimate of Probable Costs - Reuse Alternatives 2-4, Phase 1

Project costs were developed by considering the various treatment alternatives for secondary/ NdN and disinfected tertiary treatment, and conveyance pipelines needed to deliver the water to the use areas.

Table 6.11 summarizes the various sizing criteria for the treatment facilities developed in Alternatives 2, 3, and 4. These include the treatment upgrade for nitrogen removal, which is common to all alternatives, and various options and capacities for tertiary treatment. Costs for the alternatives are based on these assumptions.

Table 6.12 summarizes the construction, project, and present worth costs for Alternatives 2, 3, and 4 for Phase 1 project. The table shows that for the City's current program of sending undisinfected secondary effluent to irrigate the fodder crops on the City's reclamation site, the CAS option is a less expensive option to upgrade the process to meet future nitrogen limits.

However, for the production of tertiary disinfected recycled water, the MBR alternatives are less expensive than their CAS counterparts. This is primarily due to the CAS alternatives requiring an additional filtration step along with more expensive UV disinfection.

Based on the noneconomic screening results summarized in Section 6.5, the City's preferred alternative is Alternative 4b (Unrestricted Reuse with neighboring irrigation districts, using MBR/UV technologies with combined effluent pump station). Alternative 4b is the lowest cost option of Alternatives 4a through 4d.

To expand the WWTF to meet Phase 2 flows, additional facilities will be needed (see Section 6.3.1.2 for summary of new facilities). Table 6.13 summarizes the construction, project, and present worth costs for Alternative 4b, Phase 2.

Figure 6.18 displays the WWTF site with construction of both Phase 1 and Phase 2 facilities. All new facilities can be constructed within the current site boundary.

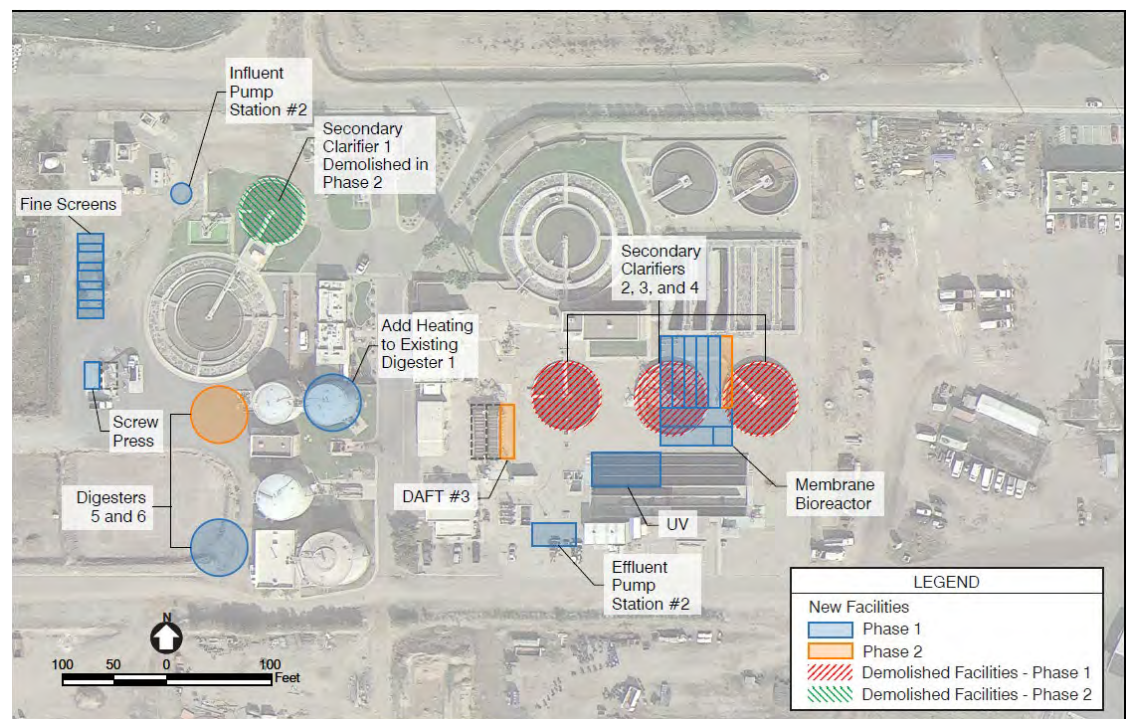


Figure 6.18 Ultimate Phase 2 MBR/UV Treatment Facilities

Table 6.11 Summary of Sizing Criteria for Treatment Alternatives in Reuse Alternatives

Alternative	Secondary Treatment WWTF Main Facility			Tertiary / UV Disinfection Treatment WWTF Main Facility			Tertiary / UV Disinfection Treatment Remote Plant		
	Process	ADMMF	PHF	Process	ADMMF	PHF	Process	ADMMF	PHF
Phase 1									
Alt 2a	MBR	7.7	14.2	--	--	--	--	--	--
Alt 2b	CAS	7.7	14.2	--	--	--	--	--	--
Alt 3a	MBR	7.7	14.2	--	--	--	UV	7.7	7.7
Alt 3b	CAS	7.7	14.2	--	--	--	Filtration/UV	7.7	7.7
Alt 4a	MBR	7.7	14.2	UV	5.3	10	UV	2.65	5.0
Alt 4b	MBR	7.7	14.2	UV	5.3	10	UV	2.65	5.0
Alt 4c	CAS	7.7	14.2	Filtration/UV	5.3	10	Filtration/UV	2.65	5.0
Alt 4d	CAS	7.7	14.2	Filtration/UV	7.7	14.2	--	--	--
Phase 2									
Alt 2a	MBR	9.4	17.3	--	--	--	--	--	--
Alt 2b	CAS	9.4	17.3	--	--	--	--	--	--
Alt 3a	MBR	9.4	17.3	--	--	--	UV	9.4	9.4
Alt 3b	CAS	9.4	17.3	--	--	--	Filtration/UV	9.4	9.4
Alt 4a	MBR	9.4	17.3	UV	6.9	10	UV	2.65	5
Alt 4b	MBR	9.4	17.3	UV	6.9	10	UV	2.65	5
Alt 4c	CAS	9.4	17.3	Filtration/UV	6.9	10	Filtration/UV	2.65	5
Alt 4d	CAS	9.4	17.3	Filtration/UV	9.4	17	--	--	--

Notes:

- (1) Capacity of new effluent pipeline = 10 mgd. PHFs > 10 mgd divert to on-site ponds or south pipeline (to perc ponds).
- (2) Peak flows to on-site pond or split between the two effluent pipelines (combined capacity = 20.5 mgd).

Table 6.12 Cost Comparison for Reuse Alternatives – Phase 1

Costs	Restricted Reuse		Unrestricted Reuse on City Land		Unrestricted Reuse with Neighboring Irrigation Districts			
	2a: MBR	2b: CAS	3a: MBR	3b: CAS	4a: MBR split EPS	4b: MBR combined EPS	4c: MBR split EPS	4d: MBR combined EPS
<u>Preliminary Treatment</u>								
R&R Preliminary Treatment	\$580,000	\$580,000	\$580,000	\$580,000	\$580,000	\$580,000	\$580,000	\$580,000
New Influent Pump Station	\$1,160,000	\$1,160,000	\$1,160,000	\$1,160,000	\$1,160,000	\$1,160,000	\$1,160,000	\$1,160,000
<u>Primary/Secondary</u>								
R&R Claraetor 1	\$440,000		\$440,000			\$440,000	\$440,000	\$441,006
R&R PC/Aeration Basin 2-4	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000
R&R Secondary Clarifier 1-4		\$1,570,000		\$1,570,000			\$1,570,000	\$1,570,000
Demolition Secondary Clarifier 2-4	\$800,000		\$800,000		\$800,000	\$800,000		
BNR upgrades to Aeration Basin 1		\$130,000		\$130,000			\$130,000	\$130,000
BNR upgrades to Aeration Basin 2-4	\$560,000	\$380,000	\$560,000	\$380,000	\$560,000	\$560,000	\$380,000	\$380,000
New Primary Clarifier	\$1,870,000		\$1,870,000			\$1,870,000	\$1,870,000	\$1,865,316
New Aeration Basin	\$5,530,000		\$5,530,000			\$5,530,000	\$5,530,000	\$5,531,332
New Secondary Clarifier	\$3,020,000		\$3,020,000			\$3,020,000	\$3,020,000	\$3,018,305
MBR System	\$11,300,000		\$11,300,000		\$11,300,000	\$11,300,000		
Fine Screening	\$3,670,000		\$3,670,000		\$3,670,000	\$3,670,000		
<u>Media Filtration</u>								
Remote Media Filtration (7.7 mgd)				\$6,050,000				
Remote Media Filtration (5 mgd)							\$2,550,000	
Main Plant Media Filtration (10 mgd)							\$4,830,000	
Main Plant Media Filtration (17 mgd)								\$6,050,000
<u>UV Main Plant / UV Remote Plant</u>								
Remote Plant (7.7 mgd, UVT = 65%)			\$1,080,000					
Remote Plant (7.7 mgd, UVT = 55%)				\$2,680,000				
Main Plant (14/17 mgd, UVT = 55%)								\$4,280,000
Remote Plant (5 mgd, UVT = 65%)					\$1,370,000	\$1,370,000		
Main Plant (10 mgd, UVT = 65%)					\$1,970,000			
Main Plant CV (10 mgd, UVT=65%)						\$1,360,000		
Remote Plant (5 mgd, UVT = 55%)							\$1,970,000	
Main Plant (10 mgd, UVT = 55%)							\$3,440,000	
<u>Solids Treatment</u>								
R&R DAF Thickening	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000
Digester heating	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
New Anaerobic Digesters	\$880,000	\$880,000	\$880,000	\$880,000	\$880,000	\$880,000	\$880,000	\$880,000
New Screw Press	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000
Misc R&R	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Subtotal Project Element Costs	\$21,040,000	\$17,650,000	\$22,120,000	\$26,370,000	\$24,380,000	\$23,770,000	\$30,440,000	\$27,970,000
Yard Piping	\$1,050,000	\$880,000	\$1,110,000	\$1,320,000	\$1,220,000	\$1,190,000	\$1,520,000	\$1,400,000
Misc Site work	\$420,000	\$350,000	\$440,000	\$530,000	\$490,000	\$480,000	\$610,000	\$560,000
General Conditions	\$2,100,000	\$1,770,000	\$2,210,000	\$2,640,000	\$2,440,000	\$2,380,000	\$3,040,000	\$2,800,000
Electrical Works	\$6,310,000	\$5,300,000	\$6,640,000	\$7,910,000	\$7,310,000	\$7,130,000	\$9,130,000	\$8,390,000
Subtotal WWTP Direct Costs	\$30,920,000	\$25,950,000	\$32,520,000	\$38,770,000	\$35,830,000	\$34,950,000	\$44,740,000	\$41,120,000
<u>Effluent pipeline and pump station</u>								
R&R existing pump station	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Fourth pump and manhole	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
To PID (12,900 LF, 30in daim)					\$6,130,000	\$6,130,000	\$6,130,000	\$6,130,000
10 mgd PS					\$900,000	\$900,000	\$900,000	\$900,000
To SID/TDWD (14,676 LF, 20" diam)					\$5,800,000	\$5,800,000	\$5,800,000	\$5,800,000
5 mgd PS					\$450,000	\$450,000	\$450,000	\$450,000
To City Reclamation (32,100 LF 24" diam)	\$14,450,000	\$14,450,000	\$14,450,000	\$14,450,000				
7 mgd PS	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000				
Subtotal Direct Costs	\$47,240,000	\$42,270,000	\$48,840,000	\$55,090,000	\$49,860,000	\$48,970,000	\$58,770,000	\$55,150,000
Contingency	\$14,170,000	\$12,680,000	\$14,650,000	\$16,530,000	\$14,960,000	\$14,690,000	\$17,630,000	\$16,540,000
Subtotal	\$61,420,000	\$54,950,000	\$63,490,000	\$71,610,000	\$64,820,000	\$63,660,000	\$76,400,000	\$71,690,000
Contractor Overhead & Profit	\$9,210,000	\$8,240,000	\$9,520,000	\$10,740,000	\$9,720,000	\$9,550,000	\$11,460,000	\$10,750,000
Subtotal	\$70,630,000	\$63,190,000	\$73,010,000	\$82,350,000	\$74,540,000	\$73,210,000	\$87,860,000	\$82,440,000
Sales Tax (on half)	\$3,270,000	\$2,920,000	\$3,380,000	\$3,810,000	\$3,450,000	\$3,390,000	\$4,060,000	\$3,810,000
Total Construction Cost	\$73,900,000	\$66,110,000	\$76,390,000	\$86,160,000	\$77,990,000	\$76,600,000	\$91,920,000	\$86,260,000
Change Order Cost	\$3,690,000	\$3,310,000	\$3,820,000	\$4,310,000	\$3,900,000	\$3,830,000	\$4,600,000	\$4,310,000
Engineering, Legal, Admin.	\$18,470,000	\$16,530,000	\$19,100,000	\$21,540,000	\$19,500,000	\$19,150,000	\$22,980,000	\$21,560,000
Total Project Cost	\$96,070,000	\$85,940,000	\$99,300,000	\$112,010,000	\$101,380,000	\$99,580,000	\$119,490,000	\$112,130,000
<u>O&M Costs, (\$/yr)</u>								
Labor Cost	\$1,370,000	\$1,330,000	\$1,430,000	\$1,470,000	\$1,430,000	\$1,430,000	\$1,470,000	\$1,470,000
Power Cost	\$370,000	\$190,000	\$460,000	\$280,000	\$460,000	\$460,000	\$280,000	\$280,000
Chemical Cost	\$30,000		\$30,000	\$0	\$30,000	\$30,000		
Consumables Cost	\$190,000		\$330,000	\$140,000	\$330,000	\$330,000	\$140,000	\$140,000
Total Annual O&M Cost (\$/yr)	\$1,960,000	\$1,520,000	\$2,250,000	\$1,890,000	\$2,250,000	\$2,250,000	\$1,890,000	\$1,890,000
NPV (20 years, 3% discount)	\$125,250,000	\$108,520,000	\$132,710,000	\$140,080,000	\$134,790,000	\$132,980,000	\$147,570,000	\$140,210,000

Table 6.13 Alternative 4b - Cost Summary for Phase 2

Costs		4b: Unrestricted Reuse with Neighboring Irrigation Districts: MBR combined EPS
Primary/Secondary		
R&R Claerator 1		\$240,000
Demolition Secondary Clarifier 1		\$440,000
BNR upgrades to Aeration Basin 1		\$185,396
MBR System		\$1,950,000
Solids Treatment		
DAF Thickening		\$600,000
New Anaerobic Digester		\$880,000
Subtotal Project Element Costs		\$4,300,000
Yard Piping	5%	\$220,000
Misc Sitework	2%	\$90,000
General Conditions	10%	\$430,000
Electrical Works	30%	\$1,290,000
Subtotal WWTP Direct Costs		\$6,330,000
Contingency	30%	\$1,900,000
Subtotal		\$8,220,000
Contractor Overhead & Profit	15%	\$1,230,000
Subtotal		\$9,460,000
Sales Tax (on half)	4.6%	\$440,000
Total Construction Cost		\$9,890,000
Change Order Cost	5%	\$490,000
Engineering, Legal, Admin.	25%	\$2,470,000
Total Project Cost		\$12,860,000
O&M Costs, (\$/yr)⁽¹⁾		
Labor Cost		\$1,640,000
Power Cost		\$560,000
Chemical Cost		\$30,000
Consumables Cost		\$250,000
Total Annual O&M Cost (\$/yr)		\$2,490,000
NPV (20 years, 3% discount)		\$49,910,000

Note:
(1) O&M costs are for the full Phase 2 flow (including the portion treated by the facilities constructed in Phase 1).

Chapter 7

RECOMMENDED PROJECT – IMPLEMENTATION STEPS AND FUNDING/FINANCING OPTIONS

7.1 Introduction

The adequate funding of capital and operational costs is a primary consideration when implementing a capital program that would expand facilities and infrastructure. This chapter describes potential funding opportunities and financing mechanisms for the costs associated with the recommended recycled water program, including an overview of current applicable grants and loan opportunities.

In the course of this discussion, the term “funding” refers to the method of collecting money to pay for a project or capital program—essentially any revenue source available to the City, such as user rates and charges, bond proceeds, or reserve funds. In contrast, the term “financing” refers to the collection of outside revenue sources, namely grants and loans.

As stated in Chapter 6, the recommended project is Alternative 4b. The project consists of upgrading the Wastewater Treatment Facility (WWTF) to produce Title 22 disinfected tertiary recycled water. The WWTF will be converted to a membrane bioreactor (MBR) technology with ultraviolet light (UV) disinfection. The effluent pump station will be expanded and new effluent pipelines will be built to convey the recycled water to agricultural lands for unrestricted use.

The recycled water will be distributed to one or more neighboring irrigation districts (IDs or districts) for possible water exchanges of recycled water for surface water. Three irrigation districts are considered as possible partners: Porterville Irrigation District (PID), Saucelito Irrigation District (SID), and Teapot Dome Water District (TPDWD).

The recycled water would be used for agricultural irrigation within the exchange partner’s boundaries. An exchange agreement would provide for a reliable source of Title 22 water for an irrigation district suitable for irrigating all crops without restriction. In return, the City would be provided with a reliable source of surface water that would be used to recharge the City’s groundwater basin or potentially feed a surface water treatment plant.

At this point in the program development, the districts have all expressed interest in the recycled water and a capability to take the water. The City’s next step is to pursue negotiations and enter into an agreement(s). It is assumed that the exchange rate would be 1:1, meaning that the City would receive surface water at the same quantity of recycled water delivered to the participating district(s). This is consistent with the assumptions developed in the Water Supply Alternatives Analysis (Chapter 6 of the Integrated Master Plan).

Recycled water will also be provided to landscape irrigators in the vicinity of the WWTF and the recycled water pipelines. Compared to agricultural irrigation, the market for landscape irrigation is very small and not a first priority for recycled water delivery.

The two phases of the recommended program will be built to serve projected wastewater flows through the year 2040. The project phases and treatment capacities are shown in Table 7.1. The estimated project costs for each phase are summarized in Table 7.2

Table 7.1 Recycled Water Project Phases and Design Criteria

Phase	AADF (mgd)	ADMMF (mgd)	PHF (mgd)
1	7.26	7.71	14.22
2	8.84	9.40	17.25

Table 7.2 Recommended Recycled Water Program Costs, Phases 1 and 2

Description	Recommended Project Costs Phase 1 ⁽¹⁾	Recommended Project Costs Phase 2 ⁽¹⁾
Treatment	\$54,700,000	\$9,900,000
Pump stations and pipelines to irrigation Districts	\$21,900,000	--
Total Capital Costs	\$76,600,000	\$9,900,000
Project Cost Soft Costs ⁽²⁾	\$23,000,000	\$3,000,000
Total Project Cost	\$99,600,000	\$12,900,000
Annualized Project Cost, \$/year ⁽³⁾	\$3,560,000	\$460,000 ⁽⁶⁾
O&M Costs, \$/year ⁽⁴⁾	\$2,250,000	\$240,000 ⁽⁶⁾
R&R Costs, \$/year ⁽⁵⁾	\$490,000	\$63,300 ⁽⁶⁾
Total Annual Costs, \$/year	\$6,300,000	\$763,300

Notes:

- (1) ENRCCI = 11228
- (2) Includes Engineering, Legal, Administration and Change Orders (30 percent of Capital Cost).
- (3) Discounted at 3 percent over a 20 year period.
- (4) Includes annual costs for energy, chemical use, equipment maintenance, and labor.
- (5) Includes allowance for repair and rehabilitation assumed to be equal to 1 percent of the direct cost before contingency, contractor overhead and profit and sales tax.
- (6) Yearly costs shown are just for the Phase 2 portion. Total yearly costs post construction of Phase 2 would be the sum of the Phase 1 and 2 yearly costs. Implementation Plan

The City will need to address the following project components in implementing the recycled water project (listed in no specific order):

- Design the recommended alternative.
- Receive firm commitments from at least one agricultural district to use recycled water and negotiate terms of the exchange agreement and exchange rate.
- Obtain permits and clearances from applicable regulatory divisions within the Central Valley Water Board (Regional Water Quality Control Board, Division of Drinking Water).
- Coordinate and obtain easements, rights of way, and any permits that may be required by the County for work along the pipeline alignments and/or crossing under canals.
- Conduct environmental process (CEQA, CEQA Plus and/or NEPA if required) and develop compliance documents, and certify the CEQA document, covering the construction and implementation of the project, including the exchange agreement. For SRF funding, the SWRCB requires that the CEQA/CEQA-Plus certification be completed within 5 years of the SWRCB environmental review and the biological assessment will need to be updated to be within 1 year of environmental review.

- Investigate and pursue funding sources, including grants and loans applicable to the project.
- Preparation of a cost-of-service rate study and adoption of new sewer rates, including public notification per Prop 218 process
- Adopt a resolution for recycled water use.

An implementation schedule is outlined in Table 7.3 for Phase 1. Phase 2 will not occur until approximately the year 2032 (or later, if flows increase at a slower rate than projected, so it is not included in the schedule).

Table 7.3 Planned Implementation Schedule

Item Description	Start Year	End Year
Phase 1 – 7.7.mgd ADMMF		
Planning	2020	2020
Design	2020	2021
Construction	2021	2023
Phase 2 – 9.4 mgd ADMMF	Unscheduled	Unscheduled

7.2 Funding Source Identification

There are two types of costs associated with the recommended program: capital costs required to plan, design, and build the facilities and infrastructure elements; and operational costs required to maintain, operate, and repair those facilities and infrastructure elements.

Capital costs are funded through a variety of sources that range from traditional funding options such as internal user charges and bond financing, to non-traditional funding sources such as grants, loans, and market based programs. The sections that follow outline the mechanisms available to recover both capital and O&M costs.

The main instruments available for funding the capital costs include:

- **Pay-as-you-go (PAYGO) financing** — upfront collection of project costs from existing and new users for future capital improvement projects. It is common for utilities to fund major capital expansions through other methods, particularly bond financing, to avoid the burden that PAYGO's high upfront cash requirement places on rate or reserve funds.
- **Debt financing** — acquisition of funds through borrowing mechanisms.
- **Grants and loans** — alternate sources of funds from public agencies at no or minimal interest cost. Examples include federal, state, and local programs that provide funding at zero interest for projects that meet select criteria.
- **Market based programs** — refers to financing through funds obtained from tax credits, purchase agreements, voluntary programs, and trading and offset programs.

Operating revenues remaining after operating expenses and debt service obligations have been met can be a significant source of funding for capital expenses today or placed in reserves for future projects. Financing methods such as grants and loans can be combined with rate and reserve funding to develop a complete funding plan. It is recommended that operational costs be fully funded through user rates and other recurring annual sources of revenue, and that these are not funded through debt.

7.2.1 Pay-As-You-Go Funding

Pay-as-you-go (or PAYGO) financing involves periodic collection of capital charges or assessments from customers within the utility's jurisdiction for funding future capital improvements. These revenues are accumulated in a capital reserve fund and are used for capital projects in future years. Pay-as-you-go financing could be used to finance 100 percent or only a portion of a given project, depending on a number of factors.

Overall, total costs are substantially lower when employing a PAYGO financing approach due to the avoidance of interest payments incurred from bond funding, along with the associated transaction costs (e.g., legal fees, underwriters' discounts, etc.). However, it is often challenging to employ this funding approach for large new or replacement projects, due to the high amount of capital that is needed on-hand in reserves, or from rate-based cash flow. If the program is reserve funded, the agency must already have sufficient cash-on-hand designated for such a project. If the program is rate funded, it could significantly increase the agency's rates and fees if the program represents a sizeable increase in capital needs.

7.2.2 Financing Options

7.2.2.1 Debt Financing

There are several options for debt financing of reclaimed water projects, ranging from the issuance of short- or long-term bonds.

Revenue Bonds

Revenue bonds are historically the principal method of incurring long-term debt. This method of debt obligation requires specific non-tax revenues such as user charges, facility income, and other funds, pledged to guarantee repayment. There is often no legal limitation on the amount of authorized revenue bonds that may be issued, but from a practical standpoint, the size of the issue must be limited to an amount where annual interest and principal payments are well within the revenues available for debt service on the bonds. Revenue bond covenants generally include coverage provisions, which require that revenue from fees minus operating expenses be greater than debt service costs.

Certificates of Participation

Certificates of participation provide long-term financing through a lease agreement that does not require voter approval. The legislative body of the issuing agency is required to approve the lease arrangement by a resolution. The lessee (the City) would be required to make payments typically from revenues derived from the operation of the facilities. The amount financed may include reserves and capitalized interest for the period that facilities will be under construction. Within the State of California, most municipal utility bonds are issued in the form of certificates of participation rather than traditional revenue bonds.

General Obligation Bonds

General obligation (GO) bonds are municipal securities secured by the issuer's pledge of its full faith, credit, and taxing power. GO bonds are backed by the general taxing authority of local governments and are often repaid using utility revenues when issued in support of a sewer or water enterprise fund. In the event that GO bonds are issued for this project, the agency must have the necessary taxing capacity to issue the bonds.

Assessment District Bonds

Financing by this method involves initiating assessment proceedings. Assessment proceedings are documents in “Assessment Acts” and “Bond Acts.” An assessment act specifies a procedure for the formation of a district (boundaries), the ordering, and making of an acquisition or improvement, and the levy and confirmation of an assessment secured by liens on land. A bond act provides the procedure for issuance of bonds to represent liens resulting from proceedings taken under an assessment act. Procedural acts include the Municipal Improvements Acts of 1911 and 1913. The commonly used bond acts are the 1911 Act and the Improvement Bond Act of 1915. The most prevalent procedure is a combination of the 1913 Improvement Act with the 1915 Bond Act. Charges for debt service can be included as a special assessment on the annual property tax bill. The procedure necessary to establish an assessment district may vary depending on the acts under which it is established and the District size.

7.2.2.2 State Grants and Loans

Federal, State and local grant and loan funding sources are available for the planning, design and construction of recycled water projects. Grants and low interest loans funding programs, which are highly competitive, typically target specific types of project and/or have specific objectives that a project must achieve and often require projects to meet as many objectives as possible, including:

- Regional partnerships.
- Integrated project benefits.
- Water conservation.
- Renewable energy improvements.

In particular for a recycled water project to qualify for one of California’s state funding programs, a project must meet the following objectives and requirements:

- Demonstrate consistency with the California Water Action Plan (CWAP).
- Help meet the State Recycled Water Policy objectives.
- Protect groundwater resources.
- Demonstrate regional cooperation and partnerships with partners and stakeholders such as Cal Water.

The City of Porterville’s projects meets many of these objectives and/or requirements – it provides for a more sustainable, recycled water source while reducing demands on the groundwater basin; helps the City address drought related impacts; provides a reliable water source in lieu of groundwater; includes the installation of energy efficient systems; and protects the region’s groundwater resources.

In addition, the City of Porterville is a disadvantaged community (DAC). In addition to serving the City, the project serves other DACs located within the service area, including the community of East Porterville.

7.2.2.3 Overview of Low Interest Loans and Grants

With Federal and State budget constraints and an overall increased interest in grants and low interest loan programs, sources of low interest loan financing and grant funding are more limited and/or more competitive to secure. Despite the competitive nature of alternate funding,

available Federal, State and Local funding sources should be considered as a potential funding mechanism to help reduce the overall costs of the project to the City.

The larger funding programs [e.g. Water Innovation Finance and Innovation Act (WIFIA), State of California's Clean Water State Revolving Fund (DWSRF), and California Infrastructure and Economic Development Bank (I-Bank)] provide some of the best opportunities to obtain larger sources of funding. While programs such as the Bureau of Reclamation's Drought Resiliency Program, Title XVI Water Reclamation and Reuse Program, and Water and Energy Efficiency programs provide relatively large sources of grant funding. Smaller grants and loans can also be pursued as they are helpful in building relationships with funding agencies and reducing the financial burden on the City. In addition, grant and low interest loan funding helps to demonstrate that the City is doing their fiduciary responsibility to ratepayers by seeking alternative sources of funding.

While grant programs have the obvious advantage over loans in that they do not require repayment, there are numerous factors that should be considered in the pursuit of grant funding, including:

- **Project Specific.** Most grants target a specific type of project or purpose. In order for a project to be competitive, it needs to meet the intent of the program.
- **Established Application Timelines.** Application timing is critical for most grant and loan programs. While some funding agencies accept applications on a rolling basis, others have prescribed submission dates. Typically grant programs release funding announcements once a year with a 45-60 day window to apply, while some vary year to year pending appropriations. Low interest loan programs traditionally are on a rolling basis, however the EPA's WIFIA program releases its funding announcement once a year. Grant tracking is critical to align an agency for a funding program.
- **Project Readiness.** Typically for funding agencies, the proposed grant or loan applications require demonstration of the ability to construct, operate, and maintain the project without grant funding. An assessment of project document readiness is important to ensure the appropriate level of documentation (e.g. engineering, environmental, and financial) is available to support the grant application.
- **Funding Restrictions.** Limited programs allow for the retroactive funding of design and construction work, and some programs will only fund activities that are conducted post selection for award or even require entering into an agreement prior to starting work activities.
- **Application Timing.** In general, agencies should plan on submitting a loan application 6 to 12 months in advance of when funding is needed.
- **Does not cover the full cost of the project.** Most grant programs do not cover the full cost of the project, requiring the sponsoring agency to provide a minimum cost share ranging from 25 to 75 percent (in-kind donations are applicable matches). Often there is also a minimum funding requirement.
- **Grant award or funding authorization is NOT a promise of grant reimbursement:**
 - Most grants are reimbursements and not cash up front. This requires that a source of funding be available for the construction of the project.
 - Grant reimbursements are subject to annual budget and appropriations process and thus disbursement of grant funds on schedule is not guaranteed.

- It may take several years after project completion to receive reimbursements, especially in difficult economic times.
- Federal grants typically require investment of additional resources to obtain lobbying support.

Both Federal and State low interest loans and grant programs are competitive and the application process can be time-consuming and costly. More so, as grant funds are limited and highly competitive; require a challenging qualification process; are not typically a long-term funding solution; and may expire after a specified time, an assessment of the appropriateness of pursuing a specific grant should be conducted to verify the investment is worthwhile. Some agencies secure loan financing for the entire project and in parallel pursue appropriate grants where the entity will be competitive.

Potential Federal and State funding programs to evaluate further for the City of Porterville's recycled water project include:

- Environmental Protection Agency – Water Innovation Finance and Innovation Act (WIFIA) (loan).
- United States Bureau of Reclamation (USBR) Title XVI Program (grant).
- United States Bureau of Reclamation (USBR) Drought Resiliency Program (grant).
- USBR Energy and Water Program (grant).
- United States Department of Agriculture (USDA) Programs (typically for communities <10,000 or <20,000) (grants and loans).
- U.S. Department of Commerce - Economic Development Administration (grant).
- State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (DWSRF) (loan).
- State Water Resources Control Board (SWRCB) Water Recycling Funding Program (loan and grant).
- SWRCB Proposition 1 Groundwater Grant Program (grant).
- SWRCB Proposition 68 Groundwater Treatment and Remediation Grant Program (grant).
- California Infrastructure and Economic Development Bank – Infrastructure State Revolving Loan (I-Bank) SRF Program (loan).
- Department of Water Resources (DWR) Integrated Regional Water Management (IRWM) Proposition 1 Implementation Grants Program (Proposition 1) (grant).
- DWR Sustainable Groundwater Planning Grants Program (grant).

7.2.3 Federal Funding

There are several highly competitive Federal grant and loan programs that provide financial resources that maybe viable opportunities to pursue for the Project.

7.2.3.1 EPA - Water Infrastructure Finance and Innovation Act

The EPA's WIFIA established in 2017 provides a new financing mechanism for water and wastewater infrastructure projects. WIFIA provides low interest rate financing for the

planning/design and or construction of large dollar-value water and wastewater projects. Eligible projects include:

- Clean Water State Revolving Fund (CWSRF) and DWSRF eligible projects.
- Projects for enhanced energy efficiency at drinking water, wastewater and recycled water facilities.
- Brackish or seawater desalination project, an aquifer recharge project, water recycling project.
- Acquisition of property if it is integral to the project or will mitigate the environmental impact of a project.
- Bundled State Revolving Fund (SRF) projects submitted under one application by an SRF program.
- A combination of projects secured by a common security pledge.

Projects must cost no less than \$20 million (or \$5 million for small community projects) or an entity may bundle a group of projects together totaling a minimum of \$20 million. The program provides a maximum loan not exceeding 49 percent of the project costs. The interest rate is equal to the US Treasury rate of a similar maturity plus a point. The loan term is for 35 years, with the option to defer repayment by 5 years. Unlike the SRF program, the WIFIA program has an “application fee” which ranges on average from \$300,000-\$500,000) which reconciles the cost associated with processing the loan.

The WIFIA application process is a two-step process, agencies are asked to submit a Letter of Interest which is reviewed by the EPA and evaluated based on the program priorities and on a set of scoring criteria. The EPA will invite selected project applicants to submit a formal application package. It is with the formal application that the applicants are requested to provide an initial application fee of \$100,000 and upon entering a financing agreement borrowers are asked to reimburse the EPA for processing costs.

7.2.3.2 United States Bureau of Reclamation – Title XVI Program

The U.S. Bureau of Reclamation administers funds for recycled water feasibility, demonstration, and construction projects through the Water Reclamation and Reuse Program authorized by the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 (Title XVI) and its amendments. The program provides as much as 25 percent of construction costs with a maximum of \$20 million. To meet eligibility requirements a project must have a feasibility study, comply with environmental regulations, and demonstrate the ability to pay the remainder of the construction costs. Projects are authorized by Congress and recommended in the President’s annual budget request by the Bureau of Reclamation. Congress then appropriates funds and the Bureau ranks and prioritizes projects and disburses the money on a competitive grant basis each year. Prioritized projects are those that postpone the development of new water supplies, reduce diversions from natural watercourses, and reduce demand on federal water supply facilities, or that have a regional or watershed perspective.

7.2.3.3 United States Bureau of Reclamation - Drought Resiliency Program

The USBR administers to grant programs under the Drought Resiliency Program:

- **Drought Contingency Planning:** Provides grant funds for the development of Drought Management Plan or for an agency to update an existing drought plan with grant awards of up to \$200,000.

- Drought Resiliency Projects:** USBR provides funding for the implementation of projects that build long-term resiliency to drought and reduce the need for emergency response actions that are identified in a Drought Management Plan. Projects eligible for funding should address at least one the following: serve to increase the reliability of water supply; improve water management; implement systems to facilitate voluntary water sales, transfers, or exchanges; and provide benefits for the environment are eligible. Types of projects include moving pipelines, small recycling, storage reservoir construction, and projects that increase flexibility in drought. The Drought Resiliency Grants provide as much as 25 percent of construction costs with a maximum of \$300,000 for projects completed in two years and \$750,000 for projects that are completed in three years. \$20 million. To meet eligibility requirements a project must have a drought management plan, comply with environmental regulations, and demonstrate the ability to pay the remainder of the construction costs.

7.2.3.4 United States Bureau of Reclamation - WaterSMART Small-Scale Water Efficiency Projects

Under the WaterSMART grants program, this program provides dedicated source of funding to fund small on the ground implementation projects to support water planning. USBR anticipates making \$2 million available in Federal funding available in 2019. The total project cost should be capped at \$150,000 and grant funding will include a 50/50 cost share with the total Federal funding limit of \$75,000. Projects need to be completed within 2 years of grant award.

7.2.3.5 United States Bureau of Reclamation - WaterSMART: Water and Energy Efficiency

Through the WaterSMART Water and Energy Efficiency Grants program, USBR provides a 50/50 cost share funding to irrigation and water districts, Tribes, States, and other entities with water or power delivery authority. Eligible projects include projects that result in quantifiable and sustained water savings, increase renewable energy use and improve energy savings, and support broader water quality sustainability benefits. Projects that benefit endangered and threatened species, support water sustainability benefits, or implement activities to address climate related impacts on water may apply. Projects are selected through a competitive process and the focus is on projects that can be completed within 24 months that will help sustainable water supplies in the western United States. There are two funding limits for the program: \$300,000 (typically for projects completed within a year; and up to \$1,000,000 (for projects to be completed in 3 years). The total earmarked for this program in FY 2019 was \$34 million.

7.2.3.6 United States Department of Commerce – Economic Development Administration – Public Works and Economic Adjustment Assistance Programs

The Department of Commerce Economic Development Administration (EDA) provides grants for public works projects provide grant funding for public works projects, including wastewater and stormwater projects that promote economic development. The EDA through its Public Works and Economic Adjustment Assistance Program will provide support assistance with up to 50 percent in matching funds (up to \$3 million) based on the number of permanent jobs created by the implementation of the proposed project. For every full time job created, the EDA will provide \$10,000 in EDA assistance. In order to apply a community, County or region must have a current Comprehensive Economic Development Strategies plan. The City will be required to provide an economic impact statement demonstrating the anticipated growth associated with the project implementation as part of the application process. All construction projects are

expected to be completed within 5 years from the date of award. In 2018, public works project awards ranged from \$600,000 to \$3,000,000, with an average award of \$1.4 million. Applications are accepted on a rolling basis.

7.2.3.7 United States Department of Agriculture - Water & Waste Disposal Loan and Grant Program

The USDA provides funding directed at low-income and or small water/wastewater utilities. USDA provides Predevelopment Planning Grants which assists low-income communities with initial planning and development of applications for USDA Rural Development Water and Waste Disposal direct loan/grant and loan guarantee programs. Program requirements include: 1) Population must be less than 10,000 people; and 2) Median household income below the poverty line or less than 80 percent of the statewide non-metropolitan median household income. Maximum grant amount of \$30,000 or 75 percent of the predevelopment planning costs. 25 percent cost share from applicant or third-party sources. USDA also have several other programs providing direct loans and grants for communities to develop water and waste systems in rural areas – however most are targeted at communities of less than 10,000 people.

7.2.4 State Funding

Several state funding sources, including the State Water Resources Control Board (SWRCB) and the Department of Water Resources (DWR), may have funding programs that may be appropriate to pursue for the project – from the drinking water, recycled water and groundwater perspectives. Depending on the program, funding may be used to pay for planning, pilot studies, design, as well as construction. Due to the high demand on these funding programs, all programs are competitive and some may have fully allocated funding by the time the City is ready to apply and/or initiate construction.

7.2.4.1 State Water Resources Control Board – Clean Water State Revolving Fund

The SWRCB, Division of Financial Assistance (DFA) Clean Water State Revolving Fund (CWSRF) program offers low interest financing. In addition, the Environmental Protection Agency (EPA) requires CWSRF programs to direct a portion of their capitalization grant toward projects that address green infrastructure, water efficiency, energy efficiency, or other environmentally innovative activities through a Green Project Reserve (GPR) fund.

The CWSRF program provides funding for both planning and construction activities via:

- Planning loans can be used to assist public agencies with completing planning studies for recycled water projects.
- Construction loans include allowances for design, legal tasks, construction management, engineering services during construction, program management, land acquisition, value engineering, and construction. Construction loan funding requires the completion of environmental documentation (CEQA plus).
- Loan principal forgiveness may also be available from the Green Project Reserve (GPR) program (pending availability of GPR funding). GPR projects must address water or energy efficiency, mitigate stormwater runoff, or encourage sustainable project planning, design, and construction. GPR projects must fit into one of the following categories: Green Infrastructure, Water Efficiency, Energy Efficiency, and Environmentally Innovative Activities. The maximum GPR project's loan forgiveness

limit for recycled water projects is 50 percent for construction costs with a maximum \$2.5 million cap.

- Planning and construction grants are provided by the SWRCB to communities that are identified as Small Disadvantaged (serving up to 6,600 people and with a median household income of less than 80 percent of the statewide MHI) or Expanded Small Disadvantaged Communities (serving less than 20,000 people). The program provides for up to \$500,000 in principal forgiveness for planning and up to \$5,000,000 in principal forgiveness for construction. In addition, the loan repayment period may be extended to 40 years or the life of the system.

The CWSRF program provides construction financing for up to 100 percent of the eligible construction funding with a 30-year loan term. The CWSRF loan repayment does not begin until one year following completion of the eligible project. The CWSRF interest rate is set at one-half of the state general obligation (G.O.) bond rate and has recently averaged around 1.8 percent. Furthermore, repayment does not begin until one year following completion of the eligible project. Projects receiving SRF funding must comply with all federal requirements (including CEQA Plus, American Iron and Steel, Davis Bacon, Disbarment, DBE, reporting, etc.).

Due to the over-subscription of the CWSRF Program, the SWRCB updated its CWSRF Intended Use Plan which has implemented changes to the application review and evaluation process in an effort to provide consistency in its selection process and better manage the increased demand for funds effective as of the 2019/2020 fiscal year loan funding cycle. The major changes include:

- Establishing a funding target based on a sustainable financing level supported by an updated capacity analysis.
- Developing a “Fundable List” of applications, and limiting eligibility during the fiscal year to applications on the Fundable List with the exception of Severely Disadvantaged Communities and Disadvantaged Communities.
- Using a priority scoring system for project selection. This score consists of three components: primary score, secondary score, and readiness score.
- Offering partial funding to large projects.
- Reimbursing construction costs incurred prior to approval of financing under limited conditions.

Applicants must submit its CWSRF Application Package (consisting of a General, Financial, Technical and Environmental packages and supporting documentation) by December 31st to be considered for financing during the upcoming fiscal year. Projects are evaluated and scored based on established scoring criteria and must receive a priority score above the established threshold score (which changes each year) for inclusion in the next FY’s fundable list. The threshold score and FY 2019/2020 Fundable List was a score of 13 out of 16 points.

7.2.4.2 State Water Resources Control Board – Water Recycling Funding Program

The Water Recycling Funding Program (WRF), which is administered by the SWRCB under its CWSRF program, offers grants and loans for planning (including research, feasibility studies, environmental review) and construction (treatment facilities, distribution systems, and storage) of recycled water projects. The WRF is required to develop a set of guidelines (2015) that capital projects must meet in order to qualify to apply and receive funds. The SWRCB is currently in the process of amending the WRF guidelines which will help better integrate the program with CWSRF Policy/procedures, help cleanup/simplify the program requirements, and provide a

priority for processing recycled water applications. The new adopted guidelines are anticipated in October 2019.

The program is financed through Propositions 1 (2014 Water Bond), Proposition 13 (2000 Water Bond), Proposition 68, and the CWSRF. The recent passage of Proposition 68 will allocate \$80 million to the WRFP and it is anticipated that upon appropriation of the funds 50 percent will be allocated for grants and 40 percent for loans for water recycling construction projects, and \$2 million will be allocated for planning grants. The proposed recycled water program would be eligible for construction funding including grants and loans from Proposition 68, Proposition 1, CWSRF financing, or combinations of funding sources.

Construction grants, which include allowances for design, legal tasks, construction management, engineering services during construction, and construction, are currently dispersed through Proposition 68 and there is a limited amount of construction grants available. Construction loans are dispersed through Proposition 13 and the CWSRF. WRFP grant funds will be awarded as applicants are ready to proceed to a financing agreement until all WRFP grant funds are committed.

In order to apply for WRFP financing, an agency will need to complete and submit the CWSRF application package including required attachments plus a Feasibility Study and Urban Water Management Plan that is filed with the DWR. The SWRCB will review the application package and assess eligibility and project priority per the CWSRF delineated process. If selected for WRFP financing, upon receipt and review of the project's final plans and specifications, the SWRCB will issue the project performance standards. Upon agreement of the performance standards and selection of a contractor, the parties will enter into a funding agreement.

7.2.4.3 State Water Resources Control Board – Proposition 1 Groundwater Implementation Grants

Proposition 1 was approved by California voters in November 2014 and allocates a total of \$7.5 billion to water projects and programs as part of a statewide water plan for California. There are six main funding areas:

- Regional Water Reliability.
- Water Storage Capacity.
- Water Recycling.
- Groundwater Sustainability.
- Safe Drinking Water.
- Watersheds and Flood Management.

The Proposition 1 Groundwater Grant Program provides planning and implementation grants to prevent and cleanup contamination of groundwater that serves or has served as a source of drinking water. The program is financed through Propositions 1 which provided \$900 million for a Groundwater Sustainability Program. Round 2 solicitations for this program closed in fall 2018 and preliminary awards are anticipated to be announced in early 2019.

7.2.4.4 State Water Resources Control Board - Proposition 68 Groundwater Treatment and Remediation Grant Program

Proposition 68 was passed by voters in June 2018. The SWRCB will administer \$80 million for grants for treatment and remediation activities that prevent or reduce the contamination of

groundwater that serves as a source of drinking water. *The draft program guidelines, including eligible projects and program requirements, is anticipated in fall 2019.*

7.2.4.5 Department of Water Resources - Integrated Regional Water Management Implementation Grant Program

Grants are available for projects that support IRWM Plans and are related to water supply reliability, groundwater recharge, water quality enhancement etc. In transitioning from Proposition 50 funding to Proposition 84 funding, the DWR altered several of the standards used to evaluate regions, including governance requirements, acknowledgement of water conflicts, and potential climate change requirements. To facilitate this change, DWR has allowed regions with standing IRWM plans to also receive funds under Proposition 84 to comply with the new standards and to develop new projects. Projects seeking funding through this grant process generally submit a project summary to the respective local IRWM management group to review and assess the merits of a project and its ability to fulfill the intent of the IRWM plan. Once approved through this process, a project may be included in the region's implementation grant application. The City may consider joining its local IRWM management group to evaluate the merits of the project and its ability to support the intent of the local IRWM plan, therefore potentially opening up opportunities to apply for IRWM grant funding. *The Proposition 1 Round 1 Implementation Grants funding announcement was released in the summer 2019.*

7.2.4.6 Department of Water Resources - Sustainable Groundwater Planning Grant Program

Funded by Proposition 1, the program provides grants for projects that develop and implement sustainable groundwater planning and projects. At this time, in April 2018, DWR announced final awards to 78 grant applications in the amount of \$85.8 million. Eligible applicants are Groundwater Sustainable Agencies (GSA), member agencies of GSA or member of an approved alternate to a GSP. Projects must support groundwater sustainability planning and management within medium and high priority basins and should assist in the development and implementation of a GSP in reaching sustainability. The program requires a 25 percent local cost share including federal funds, local funding or in-kind services. DWR released the Sustainable Groundwater Management Grant Program Planning Grants Proposal Solicitation Package (Round 3) in September 2019.

7.2.4.7 California Infrastructure and Economic Development Bank – Infrastructure State Revolving Fund (ISRF)

The California Infrastructure and Economic Development Bank (IBank) Infrastructure SRF (ISRF) Program provides financing to public agencies and nonprofit corporations sponsored by public agencies for a wide variety of infrastructure and economic development projects. Funding is provided via three programs including the ISRF Direct Loan Program, CLEEN Center Direct Financing, and the Statewide Energy Efficiency Program. ISRF Program funding is available in amounts ranging from \$50,000 to \$25 million, with terms for the useful life of the project up to a maximum of 30 years. Eligible projects include parks and recreational facilities, public safety facilities, sewage/solid waste collection, treatment and disposal and water projects (drainage, supply, flood control, treatment and distribution).

7.2.5 Summary

Federal and State low interest loan and grant funding sources are available for recycled water projects. Due to the increased demand on funding programs, grants and low interest loans are

highly competitive. Critical to the success of pursuing funding is the tracking of potential funding opportunities, fit of the project to the funding program priorities, readiness of project documentation and to apply and project implementation. With the current over-subscription of the State's CWSRF program, key to scoring the most amount of point possible will be the document readiness (technical and environmental) and the submittal of the CWSRF package by December 31st for the SWRCB DFA's review and scoring for next year's funding cycle. Critical is also the need to submit a package as soon as possible in order to pursue available WRFP grants. In addition, the City should evaluate the merits of pursuing a WIFIA loan for the project. In parallel, identified grants should be tracked, evaluated and pursued based on probability of success.

Tables 7.4 and 7.5 provide a summary of federal and state funding sources, respectively, that may provide potential opportunities for the City's recycled water project.

Table 7.4 Federal Funding Source Summary

Program	Agency	Type	Description
Water Infrastructure Finance and Innovation Act (WIFIA)	EPA	Loan	Financing mechanism for water and wastewater infrastructure projects which provides low interest rate financing for large dollar-value water and wastewater projects. Projects must cost no less than \$20 million or \$5 million for small community projects (25,000 or fewer) (projects can be combined and submitted as a group of projects) with the maximum amount of the loan not exceeding 49 percent of the project costs. Maximum loan term is 35 years (including 5 year repayment deferment). Interest rate is equal to the US Treasury rate of a similar maturity. Funds can be used to cover planning/design (retroactive) and construction activities. Application fees apply (average \$300,000-\$700,000 pending reviews and legal negotiations). FY 2018 lending capacity was \$5.5 billion. The Funding Opportunity Announcement for FY 2019 was released on April 5 th and Letters of Interest are due July 5 th , 2019.
Title XVI/WIIN Water Reclamation and Reuse	U.S. Bureau of Reclamation	Grant	Eligible projects include recycled water feasibility, demonstration, and construction projects. The program provides as much as 25 percent of construction costs with a maximum grant limit of \$20 million. To meet eligibility requirements a project must have Congressional Authorization, a U.S. Bureau of Reclamation (USBR) approved feasibility study, comply with environmental regulations (National Environmental Policy Act [NEPA]), and demonstrate the ability to pay the remainder of the construction costs.
Drought Contingency Planning	U.S. Bureau of Reclamation	Grant	Provides grant funding up to \$200,000 to support agencies with the development of a Drought Management Plan or to update an existing Drought Management Plan. Grant funding requires a 50/50 cost share.
Drought Resiliency Projects	U.S. Bureau of Reclamation	Grant	Funding is for implementation projects building long-term resiliency to drought and reduce the need for emergency response actions that are identified in a Drought Contingency Plan. Projects eligible for funding should address at least one of the following: serve to increase the reliability of water supply; improve water management; implement systems to facilitate voluntary water sales, transfers, or exchanges; and provide benefits for the environment are eligible. Types of projects include moving pipelines, small recycling, storage reservoir construction, and projects that increase flexibility in drought. Two Funding: Group 1 \$300,000 (complete in 2 years); Group 2 \$750,000 (complete in 3 years).

Program	Agency	Type	Description
WaterSMART Small-Scale Water Efficiency Projects	U.S. Bureau of Reclamation	Grant	Eligible projects include small on the ground implementation projects (such as canal lining, SCADA, flumes, flow metering, turf irrigation) to support water planning. USBR made \$2 million in Federal funding available for this new grant category. Projects must be supported by an existing water management/conservation plan or identified through previous planning efforts. The total project cost to be capped at \$150,000, with a 50 percent cost share which results in a total Federal funding limit of \$75,000.
WaterSMART Water and Energy Efficiency Grants	U.S. Bureau of Reclamation	Grant	Eligible projects include projects that result in quantifiable and sustained water savings, increase renewable energy use and improve energy savings, and support broader water quality sustainability benefits. Projects that benefit endangered and threatened species, support water sustainability benefits, or implement activities to address climate related impacts on water may apply. Requires a 50 percent cost share. Two funding limits: \$300,000 (typically for projects completed within a year); and up to \$1,000,000 (for projects to be completed in 3 years).
Public Works and Economic Adjustment Assistance Programs	U.S. Department of Commerce - Economic Development Administration	Grant	The Department of Commerce grants for public works projects provide grant funding for public works projects, including wastewater and stormwater projects that promote economic development. EDA provides support assistance for implementation projects. Program provides a 50 percent match in funds up to \$5 million and is based on the number of permanent jobs created by the proposed project (for every job created, the funding is \$10,000). As part of the application process, the Agency is required to provide an economic impact statement demonstrating the anticipated growth associated with the project implementation. All construction projects are expected to be completed within 5 years from the date of award. In 2018, public works project awards ranged from \$600,000 to \$3,000,000, with an average award of \$1.4 million. Applications are accepted on a rolling basis.

Table 7.5 State Funding Source Summary

Program	Agency	Type	Description
Clean Water State Revolving Fund (CWSRF)	State Water Resources Control Board	CWSRF Construction Loan	The State's SRF program provides low interest (50% of the G.O. bond rate – in early 2019 rate was 1.9%) loans for up to 30 years for the funding of wastewater treatment works, transmission lines, distribution systems, recycled water, and other projects. To be considered for funding, a complete (or as complete as possible) SRF Application package (including required documentation is due on December 31st for evaluation by the SWRCB based on established scoring criteria. Projects meeting an established priority score will be placed on a fundable list in the upcoming fiscal year. As funding for the program is from both Federal and State sources – federal requirements apply including CEQA plus, A&E Procurement, AIS, Davis Bacon, and other requirements. For Small or Expanded Small Disadvantaged Communities principal forgiveness maybe provided with up to \$500,000 for planning efforts and up to \$5,000,000 for construction. The life of the loan could also be extended to 40 year or the life of the proposed facilities.
Water Recycling Funding Program	State Water Resources Control Board	Grant/Loan	The Program promotes the beneficial use of treated municipal wastewater (water recycling) in order to augment or offset fresh water supplies in California by providing technical and financial assistance to agencies and other stakeholders in support of water recycling projects and research. The WRFP provides grants and loans for water recycled projects. The maximum planning grant available is for 50% of the study cost (up to \$75,000). Construction grants are available for Category I through IV projects (based on funding availability) and provide up to 35% of the eligible construction costs (\$15 million maximum). Construction loans are low interest loans with up to a 30 year term.
Proposition 68 - Groundwater Treatment and Remediation Grant Program	State Water Resources Control Board	Grant	The SWRCB will administer \$80 million for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water. The draft program guidelines, including eligible projects and program requirements, is anticipated in spring of 2019.

Program	Agency	Type	Description
Integrated Regional Water Management Grants Program (Proposition 84)	Department of Water Resources	Grant	Low interest loans or grants are available for projects that support IWRM plans and are related to water supply reliability, groundwater recharge, water quality enhancement, etc. 25 percent minimum match requirement. No limit per project. To pursue IRWM funding, the proposed project would need to be included in a local IRWM Plan. The Prop 1 Round 1 Implementation Grant PSP is anticipated in Spring 2019.
California Infrastructure and Economic Development Bank – Infrastructure State Revolving Fund (ISRF)	State of California – Governor’s Office of Business and Economic Development	Loan	The California Infrastructure and Economic Development Bank (IBank) Infrastructure SRF (ISRF) Program provides financing to public agencies and nonprofit corporations sponsored by public agencies for a wide variety of infrastructure and economic development projects. ISRF Program funding is available in amounts ranging from \$50,000 to \$25 million, with terms for the useful life of the project up to a maximum of 30 years. Eligible projects include parks and recreational facilities, public safety facilities, sewage/solid waste collection, treatment and disposal and water projects (drainage, supply, flood control, treatment and distribution). The program offers below-market interest rates, on-going application acceptance, non-competitive application process, technical assistance, no match funding requirement, and no federal overlays.

7.3 Funding Sources

The City will investigate appropriate funding sources and conduct a cost-of-service and rate study in early 2020. Rate studies begin with a revenue requirement analysis which compares the utility's forecasted revenues to its forecasted operating and capital costs. This will allow the determination of annual rates necessary to be recovered through water, sewer, and recycled water exchange rates in order to meet the utility's costs of providing service and to meet expected financial obligations. Should any deficits be identified, additional funding (either through rates or additional bond issuances) will be reviewed and then selected.

The cost-of-service analysis serves as a rational basis for distributing the full costs of services to each customer class in proportion to the demands placed on the utility. This analysis yields an appropriate method for allocating costs, based on the current operations of the utility system. All cost allocations must be consistent with the legal proportionality requirements of Proposition 218 and compliant with recent legal decisions regarding utility rates in California. The final rate structure and rate design should adequately fund the utility's projected costs of providing service and proportionally allocate costs to customers.

7.3.1 Utility Rates, Charges, and Fees

Utility rates, charges, and fees, such as the rates charged to users for each unit of water used or monthly wastewater treatment fees, can be used to fund recycled water system improvements. The City could also implement a benefit assessment fee through a public voting process, which would recover costs through the annual property taxes. Benefit assessment fees are usually included as a separate line item on the annual property tax bill sent to each property owner.

Recycled Water Costs

The City will be considering charges to landscape and agricultural irrigators. The City will conduct a cost-of-service and rate study to determine the appropriate fixed and/or volumetric charge per CCF (748 gallons) or per acre foot of recycled water.

7.3.2 Capacity Charges

The City may also impose a capacity charge on new connections to recover a proportionate share of providing regional conveyance and treatment facilities to serve new recycled water customers. This option could be applicable to potential landscape irrigators that may convert to recycled water.

A capacity charge is a one-time fee imposed on a new system connection, or an upsize in required system capacity. They are one-time fees charged to customers at the time of system connection approval or permit/contract issuance. The charges for individual properties may be based on whatever assessment measures desired for equity.

Capacity charges are collected at the time of permitting for many agencies. Consequently, annual revenues from capacity charges depend solely on the rate of growth of the system. As such, funds will not be available to construct new facilities at the time it is needed, but could be used to help pay back loans. Should the project benefit both existing and new users, funding could be allocated to both capacity charges and existing rates and charges.

7.3.3 Development Impact Fees

Development impact fees (DIF) are another funding source similar to capacity charges that can be used to generate revenues for capital projects. Cities may collect DIF in accordance with AB 1600.

7.4 Funding Uses

7.4.1 Capital Costs

The capital costs presented in Table 7.2 are based on the recommended recycled water program summarized in Chapter 6 of this report and in the Integrated Master Plan (Chapter 7). The project forms basis for the capital program, with two phases for project timing: near-term (commencing construction in about 2021); and build-out (commencing construction in approximately 2032).

7.4.2 Operating Costs

The annual operating costs associated with each phase are found in Table 7.2, and consist of costs for the treatment of the recycled water and its conveyance to irrigation districts by way of pump stations and pipelines. Operating costs are typically recovered through user charges and, similar to capital costs, it is possible to recover operating costs using a combination of fixed- and consumption-based methods. The City will conduct a rate study to determine the best method to use to recover annual operating costs.

7.5 Funding Plan Options

7.5.1 Debt Financing

Alternatively, the City could pursue debt financing, including both conventional and federal (WIFIA) and state (Clean Water State Revolving Fund (SRF)) low interest loans.

7.5.1.1 Conventional Financing

Conventional financing typically consists of a 30-year term with an interest rate between 5 and 6 percent. In addition, conventional financing often requires that the borrower maintain a debt reserve fund. The City would also have to monitor its debt coverage ratio to ensure that it is meeting the bond coverage stipulated by the bond offering.

7.5.1.2 Federal and State Low Interest Loans

Potential federal and state low interest loan programs include the EPA's WIFIA Program and the SWRCB's CWSRF. Like conventional financing, WIFIA and SRF financing can be used to fill any funding gaps between the capital plan and available revenues. EPA's WIFIA Program offers loans for up to 49 percent of the total project costs and typically consists of a 30 year loan program with the opportunity to delay repayment for 5 years from completion of project. The SWRCB's CWSRF program offers loans for up to 100 percent of the total project costs and may include grant funding from the WRF program. Compared with conventional debt financing however, both WIFIA and SRF loans come with more advantageous borrowing terms, including below market interest rate (SRF is currently 1.8 percent in California; WIFIA is the US Treasury rate of similar maturity) and lower fees. Furthermore, for SRF repayment does not begin until one year following completion of the eligible project, while for WIFIA repayment can be deferred up to five years following completion of the eligible project. In contrast, conventional debt financing repayment typically begins immediately. Repayment can be postponed, but interest is capitalized in the interim.

One consideration with SRF and WIFIA funding is how disbursements are managed. Under conventional financing, the full proceed is available immediately. However, the SRF and WIFIA programs require agencies to fund the costs upfront (from cash or reserves or bridge-financing) and then submit for quarterly reimbursement. In addition, both SRF and WIFIA programs have additional compliance (American Iron and Steel, Davis Bacon, DBE/WBE and reporting requirements) that convention financing does not require.

7.6 Conclusion

The City will investigate appropriate funding sources and conduct a cost of service and rate study in early 2020. The study will determine annual water, sewer, and recycled water exchange rates necessary to recover in order to meet the utility's costs of providing service and meet expected financial obligations. Any deficits will be met with additional funding, either through rates or available financing options.

There are several funding approaches available to the City. PAYGO and reserve funding are not recommended due to the high cash requirements and rate increases that could be necessary in order to fund the project.

Grants and low-interest loan programs are a no-cost or low-cost source of funding available that can substantially offset capital costs, and are thus highly recommended. However, grants and loans do warrant uncertainty. Due to increased demand on funding programs, grants and low-interest loans are highly competitive. Critical to the success is the tracking of potential funding opportunities, fit of the project to the funding program priorities, readiness of the project, and timing of application submittals. If grants or low-interest loans are not available, then revenue bonds could be the next financing option.

Appendix A

KENNETH SCHMIDT'S TECHNICAL
MEMORANDUM ON UPDATED GROUNDWATER
CONDITIONS FOR THE CITY OF PORTERVILLE

**TECHNICAL MEMORANDUM ON UPDATED GROUNDWATER
CONDITIONS FOR CITY OF PORTERVILLE**

**prepared for
Carollo Engineers, Inc.
Walnut Creek, California**

**by
Kenneth D. Schmidt & Associates
Groundwater Quality Consultants
Bakersfield, California**

September 2018

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September 14, 2018

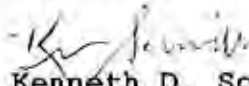
Ms. Elisa Garvey, PhD, PE
Carollo Engineers, Inc.
2700 Ygnacio Valley Rd # 300,
Walnut Creek, CA 94598

Re: City of Porterville Updated
Groundwater Conditions

Dear Elisa:

Submitted herewith is our technical memorandum on updated ground-
water conditions for the City of Porterville. We appreciate the
cooperation of Mike Reed of the City, and you and Penny Carlo of
Carollo Engineer, Inc. in providing information for this memo.

Sincerely Yours,


Kenneth D. Schmidt
Geologist No. 1578
Certified Hydrogeologist
No. 176

KDS/td



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TECHNICAL MEMORANDUM ON UPDATED GROUNDWATER CONDITIONS FOR CITY OF PORTERVILLE

INTRODUCTION

This technical memorandum is provided to Carollo Engineers, Inc. for preparation of a water system master plan for the City of Porterville. Following are the major parts of this memorandum, in the order they are discussed:

1. Groundwater conditions in the part of the Tule Sub-basin used for the City's potable water supply are updated herein. A detailed hydrogeologic evaluation of groundwater conditions in and near the City urban area was provided by Kenneth D. Schmidt & Associates (KDSA) in October 2009. This update focuses on City pumpage, water-level trends, and groundwater quality changes since 2008. Both groundwater overdraft and sustainable pumpage for water years 1984-2006 within the proposed Urban Development Boundary (UDB) were discussed by KDSA in 1990. The UDB has been revised (Figure 1), and the primary change was the deletion of many lands overlying hard-rock outcrops. Hardrock outcrops coincide with areas of closely spaced contours, both north and south of the Tule River. These lands are considered by the California Department of Water Resources (DWR) to be outside of the groundwater basin. Updated values for the groundwater overdraft and sustainable pumpage are provided for a base period (water years 1991-2010) that has been developed for the Tule Sub-basin SGMA hydrogeologic studies.

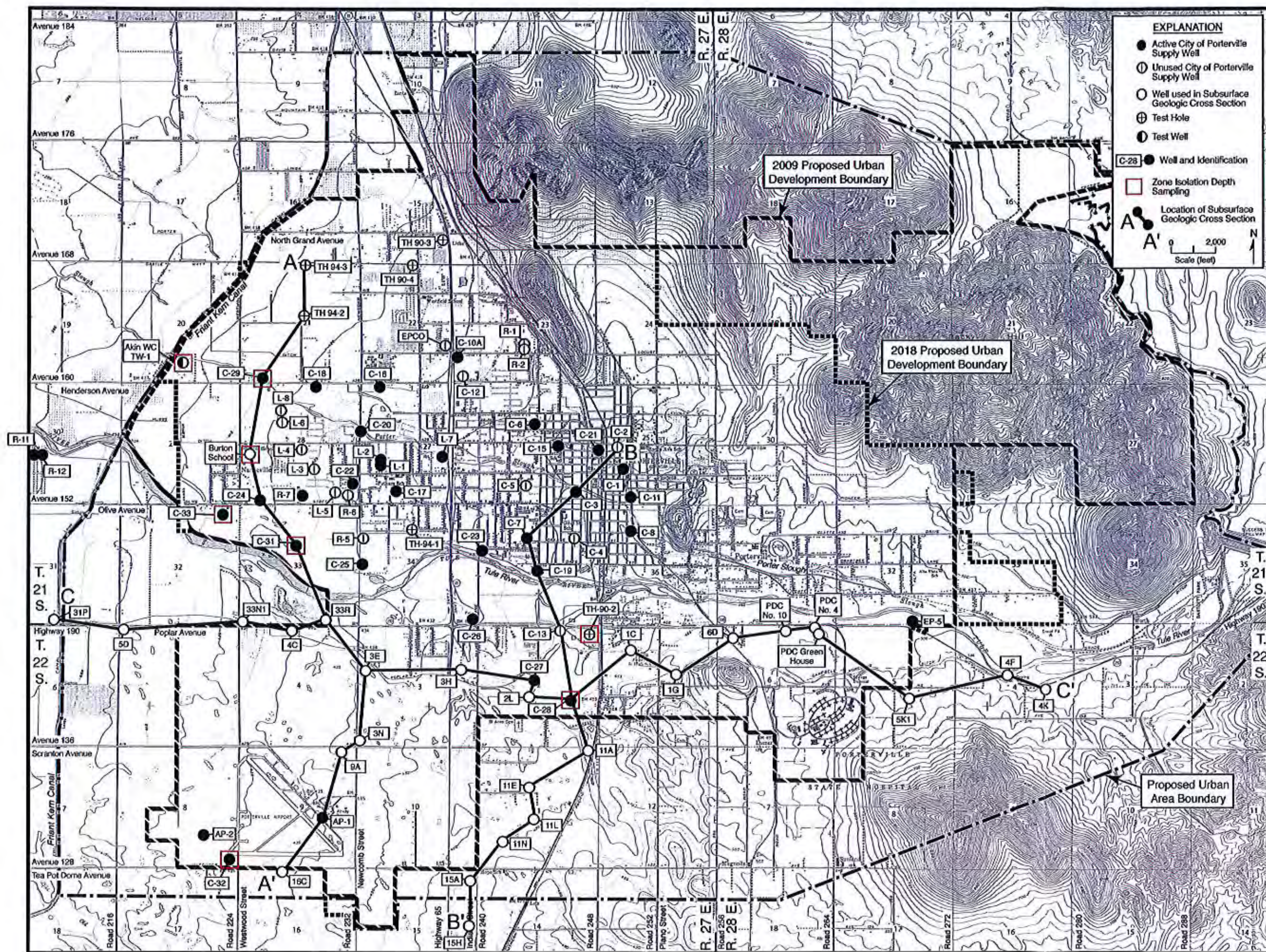


FIGURE 1 - LOCATION OF PLAN AREA, CITY WELLS, AND SUBSURFACE GEOLOGIC CROSS SECTIONS

2. The effects of the implementation of the Sustainable Groundwater Management Act (SGMA) in the Tule Sub-basin are evaluated. The City is within the Eastern Tule GSA. The sustainable pumpage in the Tule Sub-basin as a whole has been determined by the Thomas Harder Co. (2017) as 0.54 acre-foot per acre per year, when applied equally across the entire sub-basin. This value does not include recharge to groundwater from imported water deliveries (such as Friant Kern Canal), or surface water diversions from the Tule River.

3. An updated discussion of the chemical quality of water from City wells is provided. Analyses for Spring 2017 were compared to those in the KDSA 2009 report. Also, vertical trends in groundwater quality have now been determined at eight sites within the UDB, and the results of these are discussed. Opportunities to improve the quality of delivered water through drilling new wells are discussed. Included are suggestions on locations and depth ranges for new City wells.

4. A discussion of the additional use or recharge of water in the UDB in order to eliminate the groundwater overdraft to the extent possible is provided. The most favorable and moderately favorable areas for groundwater recharge in the UDB are discussed and shown on a map.

WATER-LEVEL TRENDS

KDSA (2009, Appendix A) presented water-level hydrographs for a number of City wells for a hydrologic base period that covered the 1984-2006 water years. This was determined to be a period of average Tule River streamflow at and near Success Reservoir. Average water-level declines in four representative City shallow wells (about 300 feet deep or less) were 0.4 foot per year. An important geographic trend for shallow wells within the UDB was an average water-level decline of about 0.3 foot per year in the eastern part of the area and an average water-level decline of about 0.75 foot per year in the western part of the area. The greatest average City water-level declines (2.6 feet per year) were for five City wells tapping strata below a depth of 400 feet, which are indicated to be confined. Thomas Harder Co. (2017) developed a more recent hydrologic base period (water years 1991-2010) for the Tule Sub-basin, pursuant to DWR guidelines for the SGMA evaluation.

KDSA updated the previously prepared water-level hydrographs through 2017. Trend lines were developed, based on the shallowest annual levels, following DWR SGMA guidelines. In interpreting water-level changes, it became apparent that measurements after 2013 were highly influenced by the severe drought. Thus trend lines were extended through the end of 2013. An updated evaluation of the water-level changes was then done for the pe-

riod Spring 1991-Spring 2011, to be consistent with the Tule Sub-basin hydrogeologic base period. For 18 shallow City wells with suitable records, average water-level declines were 0.4 foot per year in the eastern part of the area and 0.7 foot per year in the western part. This isn't considered significantly different than values determined for the earlier base period (1984-2006) by KDSA (2009).

CITY PUMPAGE

Figure 1 shows the locations of active City wells as of 2018. Between 2000 and 2006, the total City pumpage ranged from 11,000 to 12,800 acre-feet per year. Carollo Engineers provided updated City pumpage after 2006. From 2007 to 2016, the City pumpage ranged from 9,600 to 13,800 acre-feet per year. The highest pumpage was in 2007. City pumpage between 2007 and 2013 ranged from 12,400 to 13,800 acre-feet per year. Implementation of mandatory water conservation measures during 2014-16 reduced the City pumpage from 11,900 acre-feet in 2014 to 9,600 acre-feet in 2015. The City pumpage during 2015-16 averaged about 74 percent of that in 2013, or a 26 percent reduction.

WATER BUDGET

There were only minor changes in the alluvial parts of the UDB in 2018 compared to that as of 2009 (Figure 1). This means in effect that both the groundwater overdraft (1,200 acre-feet per year), and sustainable pumpage (23,300 acre-feet per year) within the UDB as determined by KDSA (2009) are still applica-

ble. Projections made in 2009 indicated that the City pumpage by 2030 would be about 23,700 acre-feet per year. Carollo Engineers, Inc. estimates the projected average daily demand is equivalent to about 19,100 acre-feet per year in 2030 and about 24,400 acre-feet per year in 2040. The surface water used in the UDB was 7,800 acre-feet per year in 2008 KDSA (2009). These calculations considered the changes in consumptive use between 2008 and 2040, and accounted for eliminating the groundwater overdraft. For full development of the 17,700 acres, there would be a reduction in consumptive use of about 5,000 acre-feet per year. The difference between the surface water used in 2009 and the decrease in consumptive use is about 2,800 acre-feet per year. The groundwater overdraft in 2008 was about 1,200 acre-feet per year. Thus about 4,000 acre-feet of surface water would be needed for full development of the 17,700 acres in order to balance groundwater levels. Similar calculations indicate that about 3,600 acre-feet of surface water would be needed to achieve a water balance for development of 15,876 acres within the UDB.

SGMA CONSIDERATIONS

The KDSA estimate of sustainable pumpage by the City within the UDB would be about 23,000 acre-feet per year over an area of 17,700 acres, or about 1.3 acre-feet per acre per year. This assumed that some of the recharge from the Tule River and Porter Slough seepage can be tapped, and that about 4,000 acre-feet per year of additional surface water would be used or recharged by the City compared to in 2008.

GROUNDWATER QUALITY

Update for Shallow City Wells

Chemical analyses were obtained for City wells for Spring 2017 (Table 1). These analyses are for major cations and anions, pH, electrical conductivity, total dissolved solids (TDS), iron, manganese, arsenic, and alpha activity. Other inorganic chemical constituents are not indicated to be significant. TDS concentrations in water from shallow City wells ranged from 140 to 330 mg/l in Spring 2017. Nitrate-nitrogen concentrations ranged from 1 to 8.4 mg/l. The highest nitrate-nitrogen concentrations (about 7 to 8.4 mg/l) were in water from Wells C-20 and C-21. Both of these wells have relatively shallow perforations. Well C-20 is located near Porter Slough and Newcomb Street (near the WWTF). Well C-21 is located near Morton Street, west of Highway 65. Concentrations of iron, manganese, and arsenic were below the respective MCLs in water from City wells in Spring 2017, except for iron in water from Well L-8 (1.2 mg/l, compared to the recommended MCL of 0.3 mg/l). The manganese concentration in water from Well L-8 (0.04 mg/l) was just below the recommended MCL of 0.05 mg/l. Well L-8 is located south of Porter Slough and north of Morton Street and is one of the shallowest City wells. Alpha activities in water from shallow City wells were less than the MCL of 15 picocuries per liter in Spring

TABLE 1-CHEMICAL QUALITY OF WATER
FROM SHALLOW CITY WELLS (2017)

Constituent (mg/l)	C-1	C-4	C-15	C-17	C-20
Calcium	34	42	32	42	42
Magnesium	16	7	7	6	5
Sodium	23	23	17	20	25
Potassium	-	-	-	-	-
Carbonate	<10	<10	<10	<10	<10
Bicarbonate	200	200	170	180	180
Sulfate	12	20	8	10	18
Chloride	15	17	8	12	16
Nitrate-Nitrogen	3.6	4.1	1.6	2.5	8.4
Fluoride	0.2	<0.1	0.2	0.1	0.1
pH	7.2	6.9	7.2	7.4	7.3
Electrical Conductivity (micromhos/cm @ 25°C)	402	406	305	346	411
Total Dissolved Solids (@ 180°C)	220	250	210	200	260
Iron	<0.1	<0.1	<0.1	<0.1	<0.1
Manganese	<0.02	<0.02	<0.02	<0.02	<0.02
Arsenic (ppb)	<2	<2	<2	<2	<2
Alpha Activity (pCi/l)	-	6.5	-	3.6	6.3
Hexavalent Chromium (ppb)	<1	<1	-	<1	<1
Date	3/15/17	5/10/17	3/16/17	3/15/17	5/10/17
Perforated Interval (ft)	120-140	308 O.B.	180-300	100-300	125-379

Continued:

TABLE 1-CHEMICAL QUALITY OF WATER
FROM SHALLOW CITY WELLS (2017)
(Continued:)

Constituent (mg/l)	C-21	C-22	C-26	L-1	L-7
Calcium	46	47	57	-	38
Magnesium	17	7	10	6	6
Sodium	24	22	21	-	22
Potassium	-	-	-	-	-
Carbonate	<10	<10	<10	<10	<10
Bicarbonate	220	210	220	-	180
Sulfate	14	17	17	-	13
Chloride	31	19	15	-	12
Nitrate-Nitrogen	6.8	4.3	4.1	2.7	3.9
Fluoride	0.2	0.1	0.1	-	0.2
pH	7.2	7.2	7.2	-	7.2
Electrical Conductivity (micromhos/cm @ 25°C)	502	413	449	-	364
Total Dissolved Solids (@ 180°C)	330	240	280	-	220
Iron	<0.1	0.10	<0.1	-	<0.1
Manganese	<0.02	<0.02	<0.02	-	<0.02
Arsenic (ppb)	<2	<2	<2	-	<2
Alpha Activity (pCi/l)	8.0	5.7	9.7	4.9	5.2
Hexavalent Chromium (ppb)	-	<1	<1	<1	<1
Date	3/16/17	5/10/17	3/16/17	2/4/17	3/15/17
Perforated Interval (ft)	125-215	95-350	100-295	66-205	96-216

Continued:

TABLE 1-CHEMICAL QUALITY OF WATER
FROM SHALLOW CITY WELLS (2017)
(Continued:)

Constituent (mg/l)	L-8	R-7	R-11	R-12	EP-5
Calcium	25	56	27	32	33
Magnesium	4	8	4	5	8
Sodium	11	22	12	13	23
Potassium	-	-	-	-	-
Carbonate	<10	<10	<10	<10	<10
Bicarbonate	100	230	130	130	200
Sulfate	21	15	10	9	13
Chloride	6	14	8	7	11
Nitrate-Nitrogen	1.8	4.3	1.6	1.1	3.4
Fluoride	0.1	0.1	0.2	0.1	0.2
pH	7.1	7.2	7.1	7.2	7.4
Electrical Conductivity (micromhos/cm @ 25°C)	238	457	257	273	365
Total Dissolved Solids (@ 180°C)	140	270	170	170	220
Iron	1.2	<0.1	-	<0.1	<0.1
Manganese	0.04	<0.02	-	<0.02	<0.02
Arsenic (ppb)	<2	<2	-	<2	<2
Alpha Activity (pCi/l)	2.9	-	2.6	-	3.6
Hexavalent Chromium (ppb)	<1	-	-	-	-
Date	5/11/17	3/15/17	5/11/17	3/15/17	5/10/17
Perforated Interval (ft)	144 O.B.	106-146	216 O.B.	120-230	T.D. 154

Analyses by City of Porterville, except for alpha activity, which was analyzed by FGL Environmental of Santa Paula. The perforated intervals are for the tops and the bottoms of the perforations.

2017. The highest alpha activities (8.0 to 9.7 picocuries per liter) were in water from Wells C-21 and C-26. Well C-26 is located near Poplar Avenue and Road 240.

Comparison Between 2008 and 2017 for Shallow Wells

Table 2 provides a comparison of chemical analyses of water samples collected from shallow City wells in May 2008 (from KDSA, 2009) with those for Spring 2017. A significant difference between the two sets of samples is that the May 2008 samples were collected during a period of relatively shallow water levels, whereas the Spring 2017 water samples were collected during a period of very deep water levels. Overall, the chemical quality of groundwater produced from most City wells has been excellent, except for moderately high nitrate concentrations in some areas.

For most shallow City wells (less than about 300 feet deep), nitrate concentrations were higher in Spring 2017 than in May 2008. Some of the largest increases were for Well R-7 (in the western part of the area) and for Well EP-5 (in the eastern part of the area). The highest nitrate-nitrogen concentrations in shallow wells in Spring 2017 were in water from C-1, C-2, R-6, R-7, and EP-5. These concentrations ranged from 3.6 to 6.8 mg/l, still below the MCL of 10 mg/l. Increased nitrate-nitrogen concentrations are expected when water levels are deeper, because there is less influence of recharge of low nitrate seepage from the Tule River and

TABLE 2- COMPARISON OF CHEMICAL QUALITY OF
WATER FROM SHALLOW CITY WELLS (2008 & 2017)

Constituent (mg/l)	C-1		C-21		L-1	
Calcium	36	34	58	46	48	-
Magnesium	15	16	19	17	7	6
Sodium	22	23	25	24	25	-
Potassium	2	-	2	-	2	-
Carbonate	<10	<10	<10	<10	<10	<10
Bicarbonate	200	200	250	220	190	-
Sulfate	12	12	17	14	15	-
Chloride	15	15	30	31	14	-
Nitrate-Nitrogen	2.7	3.6	5.9	6.8	3.2	2.7
Fluoride	0.4	0.2	0.4	0.2	0.2	-
pH	7.1	7.2	6.6	7.2	6.7	-
Electrical Conductivity (micromhos/cm @ 25°C)	413	402	578	502	399	-
Total Dissolved Solids (@ 180°C)	230	220	350	330	250	-
Iron	<0.05	<0.1	0.06	<0.1	<0.05	-
Manganese	<0.01	<0.02	<0.01	<0.02	<0.01	-
Arsenic (ppb)	<2	<2	<2	<2	<2	-
Alpha Activity (pCi/l)	3.9	-	8.3	8.0	4.4	4.9
Hexavalent Chromium (ppb)		<1		-		<1

Date 5/21/08 3/15/17 5/28/08 3/16/17 5/15/08 2/4/17

Perforated Interval (ft) 120-240 125-215 66-205

Continued:

TABLE 2- COMPARISON OF CHEMICAL QUALITY OF
WATER FROM SHALLOW CITY WELLS (2008 & 2017)
(Continued:)

Constituent (mg/l)	L-7		L-8		R-7	
Calcium	44	38	37	25	51	56
Magnesium	7	6	5	4	7	8
Sodium	23	22	16	11	23	22
Potassium	2	-	2	-	2	-
Carbonate	<10	<10	<10	<10	<10	<10
Bicarbonate	180	180	140	100	200	230
Sulfate	13	13	10	21	15	15
Chloride	11	12	11	6	10	14
Nitrate-Nitrogen	2.5	3.2	2.5	1.8	2.3	4.3
Fluoride	<0.1	0.2	<0.1	0.1	0.3	0.1
pH	6.9	7.2	6.9	7.1	7.4	7.2
Electrical Conductivity (micromhos/cm @ 25°C)	373	364	306	238	396	457
Total Dissolved Solids (@ 180°C)	240	220	200	140	270	270
Iron	<0.05	<0.1	<0.05	1.2	<0.05	<0.1
Manganese	<0.01	<0.02	<0.01	0.04	<0.01	<0.02
Arsenic (ppb)	<2	<2	<2	<2	<2	<2
Alpha Activity (pCi/l)	5.2	5.2	2.6	2.9	7.4	-
Hexavalent Chromium (ppb)		<1		<1		
Date	5/15/08	3/15/17	5/15/08	5/11/17	5/28/08	3/15/17
Perforated Interval (ft)	96-216		144 O.B.		106-146	

Continued:

TABLE 2- COMPARISON OF CHEMICAL QUALITY OF
WATER FROM SHALLOW CITY WELLS (2008 & 2017)
(Continued:)

Constituent (mg/l)	R-11		R-12		EP-5	
Calcium	35	27	38	32	33	33
Magnesium	5	4	5	5	8	8
Sodium	15	12	15	13	24	23
Potassium	1	-	1	-	2	-
Carbonate	<10	<10	<10	<10	<10	<10
Bicarbonate	140	130	150	130	170	200
Sulfate	10	10	11	9	10	13
Chloride	8	8	8	7	10	11
Nitrate-Nitrogen	1.1	1.6	1.6	1.4	2.3	3.4
Fluoride	0.3	0.2	0.2	0.3	0.3	0.2
pH	6.6	7.1	7.1	6.8	7.2	7.4
Electrical Conductivity (micromhos/cm @ 25°C)	285	257	299	273	347	365
Total Dissolved Solids (@ 180°C)	180	170	170	180	220	220
Iron	0.47	-	-	<0.05	<0.05	<0.1
Manganese	0.030	-	-	<0.01	<0.01	<0.02
Arsenic (ppb)	<2	-	2	<2	2	<2
Alpha Activity (pCi/l)	2.6	2.6	3.0	-	1.5	3.6
Date	5/28/08	5/11/17	5/28/08	3/15/17	5/28/08	5/10/17
Perforated Interval (ft)	216 O.B.		120-230		T.D. 154	

Analyses by FGL Environmental of Santa Paula for samples collected in 2008, and for alpha Activity in 2017. Analyses by City of Porterville for samples collected in 2017.

Porter Slough. pH values were generally higher in many shallow wells in Spring 2017 than in May 2008, which is expected. This is because the pH of the deeper groundwater is higher than for the shallow groundwater, and when water levels are deeper, a greater percentage of the groundwater that is pumped is from deeper strata. Concentration changes for other constituents in Table 2 were generally insignificant.

Update for Deeper City Wells

TDS concentrations in water from deeper City wells ranged from 160 to 300 mg/l in Spring 2017 (Table 3). Nitrate-nitrogen concentrations ranged from less than 1 to 5.5 mg/l. The highest nitrate-nitrogen concentrations (4.1 to 5.5 mg/l) were in water from Wells C-6, C-10A, C-11, and C-24. Three of these wells (C-6, C-10A, and C-24) have perforations extending up to from 100 to 120 feet in depth. In contrast, Well C-11 does not have perforations this shallow, and the reason for the moderate nitrate-nitrogen concentrations in water from this well is unknown. Wells C-6 and C-10A are located between old Highway 65 and new Highway 65 and Locust Street and Morton Street. Well C-11 is located near Porter Slough east of Highway 65. Well C-24 is located near Olive Drive and east of Westwood Street. Iron concentrations were less than the recommended secondary MCL of 0.3 mg/l in water from the deeper City wells, except for Wells C-12 and C-33,

TABLE 3-CHEMICAL QUALITY OF WATER FROM DEEPER CITY WELLS (2017)

Constituent (mg/l)	C-3	C-6	C-7	C-8	C-10A
Calcium	23	49	36	35	51
Magnesium	19	10	6	9	10
Sodium	27	22	17	18	25
Potassium	-	-	-	-	-
Carbonate	<10	<10	<10	<10	<10
Bicarbonate	200	210	180	180	240
Sulfate	11	13	11	12	13
Chloride	15	17	11	13	17
Nitrate-Nitrogen	3.9	4.1	1.6	3.2	4.1
Fluoride	0.2	0.1	0.2	0.2	0.1
pH	7.7	7.3	7.2	7.3	7.0
Electrical Conductivity (micromhos/cm @ 25°C)	387	432	324	350	470
Total Dissolved Solids (@ 180°C)	210	260	210	200	300
Iron	<0.1	<0.1	<0.1	<0.1	<0.1
Manganese	<0.02	<0.02	<0.02	<0.02	<0.02
Arsenic (ppb)	3	<2	<2	<2	<2
Alpha Activity (pCi/l)	-	11.7	6.8	3.9	-
Hexavalent Chromium (ppb)	-	<1	-	<1	<1
Date	3/15/17	3/15/17	5/10/17	5/10/17	3/16/17
Perforated Interval (ft)	207-535	115-438	160-593	79-435	120-450

Continued:

TABLE 3-CHEMICAL QUALITY OF WATER FROM DEEPER CITY WELLS (2017)
(Continued:)

Constituent (mg/l)	C-11	C-12	C-16	C-18	C-19
Calcium	30	38	23	34	34
Magnesium	19	6	13	6	6
Sodium	26	20	26	23	18
Potassium	-	-	-	-	-
Carbonate	<10	<10	<10	<10	<10
Bicarbonate	240	200	170	170	170
Sulfate	15	13	10	12	7
Chloride	23	14	11	14	10
Nitrate-Nitrogen	5.5	3.2	2.0	2.7	<1
Fluoride	0.2	0.3	0.1	0.1	0.2
pH	7.7	7.2	7.8	7.5	7.4
Electrical Conductivity (micromhos/cm @ 25°C)	474	362	327	337	310
Total Dissolved Solids (@ 180°C)	270	210	160	190	170
Iron	<0.1	0.60	<0.1	<0.1	<0.1
Manganese	<0.02	0.02	<0.02	<0.02	<0.02
Arsenic (ppb)	<2	<2	2	<2	<2
Alpha Activity (pCi/l)	2.7	-	1.9	4.5	3.0
Hexavalent Chromium (ppb)	-	-	-	-	-
Date	5/10/17	5/11/17	3/15/17	3/15/17	3/15/17
Perforated Interval (ft)	250-506	201-601	240-548	70-600	90-520

Continued:

TABLE 3-CHEMICAL QUALITY OF WATER FROM DEEPER CITY WELLS (2017)
(Continued:)

Constituent (mg/l)	C-23	C-24	C-25	C-27	C-28
Calcium	37	44	44	44	35
Magnesium	6	6	7	7	5
Sodium	15	22	22	19	19
Potassium	-	-	-	-	-
Carbonate	<10	<10	<10	<10	<10
Bicarbonate	160	210	200	200	170
Sulfate	7	14	11	11	8
Chloride	7	16	11	10	8
Nitrate-Nitrogen	<1	4.1	1.8	1.8	1.4
Fluoride	0.2	0.1	0.1	0.1	0.1
pH	7.2	7.4	7.3	7.3	7.3
Electrical Conductivity (micromhos/cm @ 25°C)	290	392	367	366	314
Total Dissolved Solids (@ 180°C)	160	230	220	220	200
Iron	<0.1	<0.1	<0.1	<0.1	<0.1
Manganese	<0.02	<0.02	<0.02	<0.02	<0.02
Arsenic (ppb)	<2	<2	<2	<2	<2
Alpha Activity (pCi/l)	2.5	5.9	4.6	4.7	-
Hexavalent Chromium (ppb)	<1	-	<1	-	-
Date	3/16/17	5/10/17	3/16/17	3/15/17	3/15/17
Perforated Interval (ft)	200-450	100-610	100-440	110-615	100-620

Continued:

TABLE 3-CHEMICAL QUALITY OF WATER FROM DEEPER CITY WELLS (2017)
(Continued:)

Constituent (mg/l)	C-29	C-31	C-32	C-33
Calcium	37	38	-	43
Magnesium	5	6	-	6
Sodium	16	16	-	19
Potassium	-	-	-	-
Carbonate	<10	<10	<10	<10
Bicarbonate	170	180	-	180
Sulfate	10	9	-	10
Chloride	10	8	-	10
Nitrate-Nitrogen	3.2	1.1	-	1.4
Fluoride	0.1	0.1	-	0.1
pH	7.5	7.3	-	7.4
Electrical Conductivity (micromhos/cm @ 25°C)	324	313	-	346
Total Dissolved Solids (@ 180°C)	180	170	-	210
Iron	<0.1	<0.1	-	0.35
Manganese	<0.02	<0.02	-	<0.02
Arsenic (ppb)	<2	<2	<2	<2
Alpha Activity (pCi/l)	3.5	-	-	4.8
Hexavalent Chromium (ppb)	-	-	<1	<1
Date	5/10/17	3/15/17	3/16/17	3/16/17
Perforated Interval (ft)	80-620	100-550	240-760	220-810

Continued:

TABLE 3-CHEMICAL QUALITY OF WATER FROM DEEPER CITY WELLS (2017)
(Continued:)

Constituent (mg/l)	AP-1	AP-2
Calcium	30	36
Magnesium	4	8
Sodium	29	28
Potassium	-	-
Carbonate	<10	<10
Bicarbonate	170	210
Sulfate	9	16
Chloride	9	16
Nitrate-Nitrogen	2.0	3.9
Fluoride	0.1	0.1
pH	7.6	7.7
Electrical Conductivity (micromhos/cm @ 25°C)	313	398
Total Dissolved Solids (@ 180°C)	200	220
Iron	<0.1	<0.1
Manganese	<0.02	<0.02
Arsenic (ppb)	3	<2
Alpha Activity (pCi/l)	-	4.3
Hexavalent Chromium (ppb)	-	-
Date	3/16/17	5/10/17
Perforated Interval (ft)	258-676	270-720

Analyses by City of Porterville, except for alpha activity which was analyzed by FGL Environmental of Santa Paula. Perforated intervals indicate the tops and bottoms of the perforations.

which had from 0.35 to 0.6 mg/l of iron. Manganese and arsenic concentrations in all of the deeper City wells were less than their respective MCLs. Alpha activities ranged from 1.9 to 11.7 picocuries per liter and were less than the MCL of 15 picocuries per liter. The highest alpha activity was in water from Well C-6.

Comparison Between 2008 and 2017 for Deeper Wells

For most deeper City wells (Table 4), nitrate concentrations were slightly higher in Spring 2017 than in May 2008. However, nitrate-nitrogen concentrations in water from Wells C-11, C-24, and C-29 were significantly higher in Spring 2017. Nitrate concentrations in water from these three deep wells ranged from 3.2 to 5.5 mg/l in Spring 2017. This apparently was due to the downward flow of shallow groundwater to greater depths when water levels were deeper. pH values for most deep City wells also were greater in Spring 2017 than in May 2008. Concentration changes for other constituents in Table 4 were generally insignificant. Overall, the chemical quality of water from deep City wells is considered excellent.

The trace organic constituent tetrachloroethylene, or PCE, was found at higher concentrations in water from six City wells in Spring 2017 than in May 2008. However, all concentrations were still below the MCL of 5.0 ppb for this constituent. These higher concentrations are also expected when water levels are deeper, when the influence of recharge from the Tule River and

TABLE 4-COMPARISON OF CHEMICAL QUALITY OF WATER
FROM DEEPER CITY WELLS (2008 & 2017)

Constituent (mg/l)	C-3		C-7		C-11	
Calcium	22	23	38	36	32	30
Magnesium	17	19	6	6	22	19
Sodium	25	27	17	17	27	26
Potassium	2	-	1	-	2	-
Carbonate	<10	<10	<10	<10	<10	<10
Bicarbonate	170	200	160	180	210	240
Sulfate	11	11	9	11	12	15
Chloride	13	15	10	11	19	23
Nitrate-Nitrogen	3.2	3.9	1.4	1.6	4.1	5.5
Fluoride	0.4	0.2	0.4	0.2	0.4	0.2
pH	6.8	7.7	7.1	7.2	7.4	7.7
Electrical Conductivity (micromhos/cm @ 25°C)	377	387	327	324	469	474
Total Dissolved Solids (@ 180°C)	240	210	200	210	250	270
Iron	0.05	<0.1	<0.05	<0.1	<0.05	<0.1
Manganese	<0.01	<0.02	<0.01	<0.02	<0.01	<0.02
Arsenic (ppb)	3	3	<2	<2	<2	<2
Alpha Activity (pCi/l)	1.2	-	3.5	6.8	3.6	2.7
Date	5/28/08	3/15/17	5/20/08	5/10/17	5/20/08	5/10/17
Porforated Interval (ft)	207-535		160-593		250-506	

Continued:

TABLE 4-COMPARISON OF CHEMICAL QUALITY OF WATER
FROM DEEPER CITY WELLS (2008 & 2017)
(Continued:)

Constituent (mg/l)	C-16		C-18		C-19	
Calcium	24	23	50	34	37	34
Magnesium	12	13	7	6	6	6
Sodium	25	26	22	23	16	18
Potassium	2	-	1	-	1	-
Carbonate	<10	<10	<10	<10	<10	<10
Bicarbonate	160	170	190	170	160	170
Sulfate	10	10	14	12	8	7
Chloride	11	11	16	14	9	10
Nitrate-Nitrogen	2.0	2.0	3.2	2.7	<1	<1
Fluoride	0.2	0.1	0.2	0.1	0.4	0.2
pH	7.8	7.8	7.1	7.5	6.8	7.4
Electrical Conductivity (micromhos/cm @ 25°C)	331	327	403	337	312	310
Total Dissolved Solids (@ 180°C)	200	160	250	190	190	170
Iron	<0.05	<0.1	<0.05	<0.1	<0.05	<0.1
Manganese	<0.01	<0.02	<0.01	<0.02	<0.01	<0.02
Arsenic (ppb)	3	2	<2	<2	<2	<2
Alpha Activity (pCi/l)	2.2	1.9	4.4	4.5	3.2	3.0
Date	5/15/08	3/15/17	5/15/08	3/15/17	5/20/08	3/15/17
Perforated Interval (ft)	240-548		70-600		90-520	

Continued:

TABLE 4-COMPARISON OF CHEMICAL QUALITY OF WATER
FROM DEEPER CITY WELLS (2008 & 2017)
(Continued:)

Constituent (mg/l)	C-24		C-27		C-28	
Calcium	49	44	39	44	36	35
Magnesium	7	6	6	7	5	5
Sodium	22	22	19	19	21	19
Potassium	2	-	2	-	2-	2
Carbonate	<10	<10	<10	<10	<10	<10
Bicarbonate	190	210	180	200	170	170
Sulfate	11	14	10	11	9	8
Chloride	12	16	10	10	8	8
Nitrate-Nitrogen	2.7	4.1	1.6	1.8	1.4	1.4
Fluoride	0.2	0.1	0.4	0.1	0.4	0.1
pH	7.0	7.4	7.0	7.3	7.1	7.3
Electrical Conductivity (micromhos/cm @ 25°C)	392	392	355	366	332	314
Total Dissolved Solids (@ 180°C)	240	230	220	220	200	200
Iron	<0.05	<0.1	<0.05	<0.1	<0.05	<0.1
Manganese	<0.01	<0.02	<0.01	<0.02	<0.01	<0.02
Arsenic (ppb)	<2	<2	<2	<2	<2	<2
Alpha Activity (pCi/l)	4.7	5.9	4.7	4.7	1.4	-
Date	5/15/08	5/10/17	5/20/08	3/15/17	5/20/08	3/15/17
Perforated Interval (ft)	100-610		110-615		100-620	

Continued:

TABLE 4-COMPARISON OF CHEMICAL QUALITY OF WATER
FROM DEEPER CITY WELLS (2008 & 2017)
(Continued:)

Constituent (mg/l)	C-29		C-31	
Calcium	35	37	43	38
Magnesium	5	5	6	6
Sodium	16	16	19	16
Potassium	2	-		2
Carbonate	<10	<10	<10	<10
Bicarbonate	160	170	180	180
Sulfate	7	10	8	9
Chloride	7	10	8	8
Nitrate-Nitrogen	1.6	3.2	<1	1.1
Fluoride	<0.1	0.1	<0.1	0.1
pH	7.7	7.5	7.5	7.3
Electrical Conductivity (micromhos/cm @ 25°C)	284	324	320	313
Total Dissolved Solids (@ 180°C)	147	180	200	170
Iron	<0.05	<0.1	<0.02	<0.1
Manganese	<0.01	<0.02	<0.02	<0.02
Arsenic (ppb)	<2	<2	<2	<2
Alpha Activity (pCi/l)	1.2	3.5	-	-
Date	6/19/08	5/10/17	3/21/08	3/15/17
Perforated Interval (ft)	80-620		100-550	

Continued:

TABLE 4-CHEMICAL AND RADIOLOGICAL QUALITY COMPARISON OF WATER
FROM DEEPER CITY OF PORTERVILLE WELLS (2008-2017)
(Continued:)

Constituent (mg/l)	AP-1	AP-2
Calcium	27	44
Magnesium	4	11
Sodium	28	28
Potassium	2	2
Carbonate	<10	<10
Bicarbonate	150	200
Sulfate	8	16
Chloride	8	20
Nitrate-Nitrogen	1.6	3.6
Fluoride	<0.1	0.3
pH	7.4	7.2
Electrical Conductivity (micromhos/cm @ 25°C)	303	459
Total Dissolved Solids (@ 180°C)	190	280
Iron	<0.05	<0.05
Manganese	<0.01	<0.01
Arsenic (ppb)	2	<2
Alpha Activity (pCi/l)	3.0	3.2
Date	5/20/08	5/20/08
Perforated Interval (ft)	258-676	270-720

Analyses by FGL Environmental of Santa Paula for samples collected in 2008, and for alpha activity in 2017. Analyses by City of Porterville for samples collected in 2017. Perforated intervals are for the tops and bottoms of the perforations.

Continued:

Porter Slough seepage is less.

Vertical Trends

Vertical variations in groundwater quality have been determined at eight sites in the City (TH-90-2, Wells C-28, C-29, C-31, C-32, and C-33, at the Burton School, and at the Akin Water Co. TW-1 (Figure 1).

Some of the most noticeable trends were decreases in nitrate-nitrogen with increasing depth, primarily at sites away from the Tule River or Porter Slough. At TH-90-2 (the Walmart test hole), a nitrate-nitrogen concentration of 3.2 mg/l was indicated between 105 and 110 feet in depth, whereas concentrations in the deeper groundwater about 1 mg/l or less. At Well C-28, nitrate-nitrogen concentrations were less than 1 mg/l in four samples between 110 and 625 feet in depth. At Well C-29, nitrate-nitrogen concentrations in six samples from between 80 and 620 feet in depth ranged from about less than 1 to 2.7 mg/l. This well is located near Porter Slough, and seepage from flow in the slough likely has caused lower nitrate-nitrogen concentrations above a depth of 250 feet, compared to those in the deeper samples. At Well C-31, nitrate-nitrogen concentrations ranged from less than 1 to about 1 mg/l in five samples between 220 and 685 feet in depth. This well is near the Tule River, and the low nitrate-nitrogen concentrations are likely due to seepage of river water. At Well C-32, nitrate-nitrogen concentrations in

five water samples ranged from less than 1 to 4.8 mg/l, and decreased with increasing depth. This well is in the airport area, where higher nitrate-nitrogen concentrations are expected in shallow groundwater beneath irrigated lands. At Well C-33, nitrate-nitrogen concentrations in water from six samples ranged from less than 1 to about 1 mg/l. The lowest nitrate-nitrogen concentrations were in samples taken from above a depth of 510 feet. This well is also near the Tule River, and seepage from the river is indicated to be responsible for the low nitrate-nitrogen concentrations in the groundwater. At the Burton School, water samples were collected from seven depth zones. Nitrate-nitrogen concentrations were highest (10 mg/l) in samples from above a depth of 160 feet, and were 1.4 mg/l or less below a depth of 194 feet. At Akin Water Co. TW-1, water samples were collected from 12 depth zones. The highest nitrate-nitrogen concentrations (10 to 11.1 mg/l) were in samples from above a depth of 220 feet. Below a depth of 250 feet, nitrate-nitrogen concentrations were usually less than 1.4 mg/l.

In summary, the results generally indicated lower nitrate-nitrogen concentrations in water from wells near the Tule River and Porter Slough. For wells not near these sources of recharge, nitrate-nitrogen concentrations were usually higher in the shallower groundwater. These higher nitrate-nitrogen concentrations

are primarily due to historical irrigation practices. Some of the highest nitrate-nitrogen concentrations have been found in the shallow groundwater in the western part of the area (approximately west of Newcomb Street and not near the Tule River or the Porter Slough).

OPPORTUNITIES TO IMPROVE THE GROUNDWATER QUALITY

Overall, the chemical quality of water from City wells is considered excellent. Moderately high nitrate concentrations can be avoided by constructing new wells near the Tule River or Porter Slough and by not perforating above about 200 feet in depth. The continuation of test wells or pilot hole sampling programs will result in the City being able to tap better quality groundwater at specific sites.

RECOMMENDATIONS ON LOCATIONS AND DEPTHS FOR NEW CITY WELLS

Important issues to be considered in siting new City wells include spacing away from hardrock outcrops and other wells, and siting new wells near existing recharge and future intentional recharge sites (locations discussed later). A spacing for shallow City wells of at least a quarter mile from other shallow wells is preferable. For deeper City wells, a minimum spacing of about one-third mile from other deep wells is preferable. This is because the deeper groundwater is confined and drawdowns

are thus generally greater than for the shallower groundwater. In general, new wells aren't recommended within about half a mile of hardrock outcrops. These are shown by the closely spaced land surface elevation contours on Figure 1. In general, subsurface geologic conditions for new wells are more favorable where the bedrock is deeper, which is primarily beneath the area west of old Highway 45. The area between the Tule River and Scranton Avenue is considered a favorable area to construct new City wells, because of recharge potential.

INTENTIONAL GROUNDWATER RECHARGE

Two primary sources of information were reviewed to evaluate favorable areas for City intentional recharge. First, are the topsoil maps for the central and western parts of Tulare County by Stephens (1982) and Wasner and Arroues (2003). These maps shows a number of soil types within the uppermost five feet or so of the land surface, which is termed the topsoil. The topsoil types from these soil surveys were grouped into four categories: 1) underlain by hardrock, 2) sandy soils, 3) clayey soils and 4) soils with hardpan development. Figure 2 shows these main types of topsoils. The sandy topsoils are the most favorable for intentional recharge, as no surficial overburden would probably have to be removed when developing recharge ponds. The sandy topsoils are primarily present along the Tule

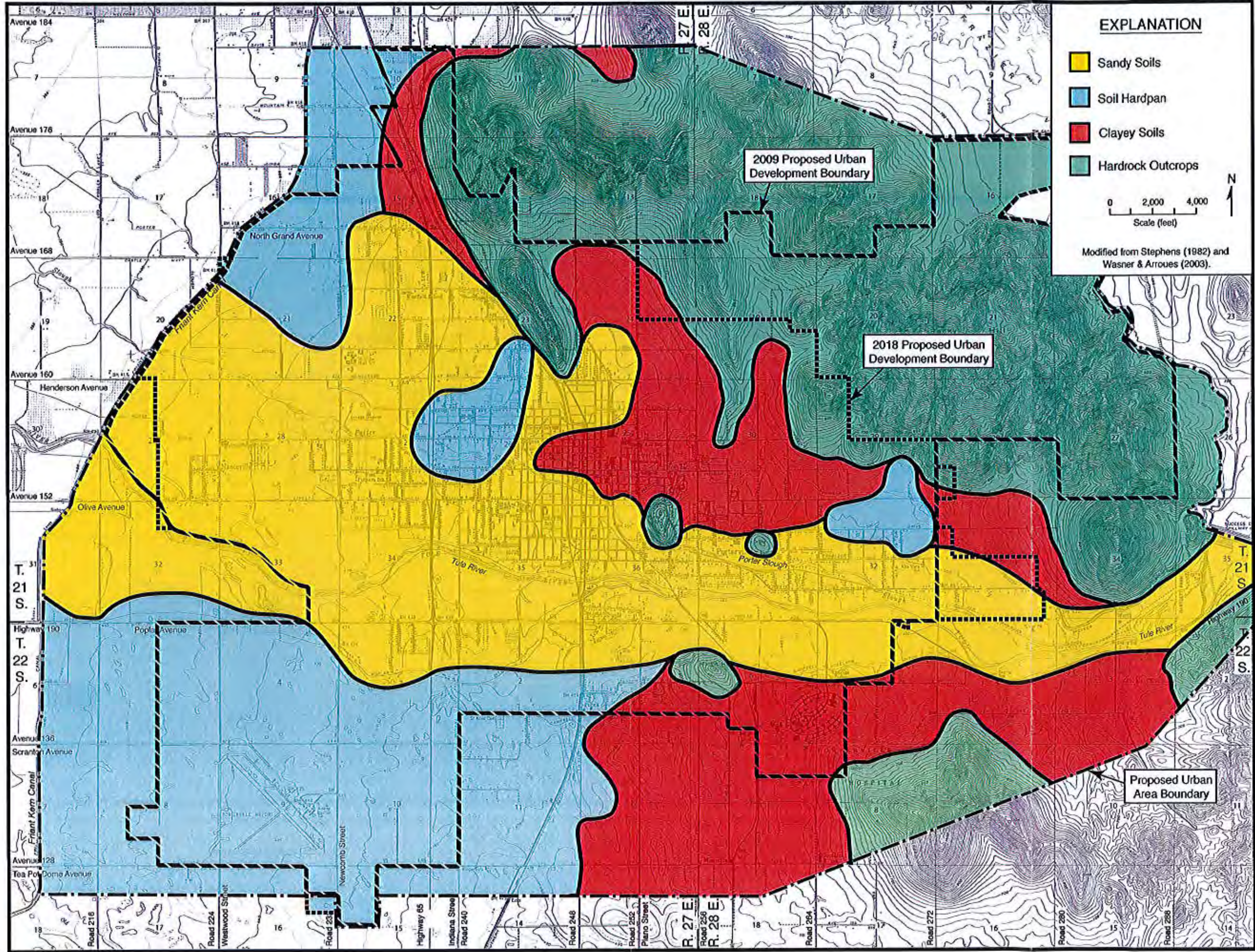


FIGURE 2 - TOPSOIL MAP

River, and also farther north in the western part of the area. The soils with hardpan development could be suitable for recharge, if the hardpan is first removed when recharge basins are developed. Such removal is common for urban storm runoff ponds. Topsoils with hardpan are widespread south of Highway 190 and west of Road 278 (which includes the airport area). Neither the hardrock areas nor the clayey soils are considered favorable for intentional recharge.

The second source of information that was reviewed were the three subsurface geologic cross sections (Figure 3) that were developed by KDSA (2009). Figure 3 shows the locations of Cross Section A-A', which extends from north to south, between Westwood and Newcomb Street. The most favorable locations for recharge (predominantly coarse-grained deposits above the groundwater level) were indicated north of Henderson Avenue, at TH-94-2, TH-94-3; and south of the Tule River at 33R, 3E, and 16C (in the airport area). Cross Section B-B' extends from north to south near or west of Highway 65. The most favorable subsurface geologic conditions for recharge were indicated at Wells C-3 and C-13 (Figure 3). The latter well is about half a mile south of the Tule River. Cross Section C-C' extends from west to east, generally between Poplar and Scranton Avenues from near the Friant-Kern Canal on the west to near Road 278. The most favorable

conditions for recharge were indicated at Wells 33R, 3E, C-27, 6D, PDC No. 10, No. 4, the Greenhouse Well, and at 4F. Thus subsurface geologic conditions in much of the area south of the Tule River and north of Avenue 140 are indicated to be favorable for intentional recharge. The topsoils in this area are generally sandy. Also shown in Figure 3 are other areas that are considered favorable for recharge.

In summary, the largest area indicated to be the most favorable for City intentional recharge is located between Road 228 and Road 276, south and within about a mile of the Tule River. The second largest most favorable area is indicated to be between Westwood and Newcomb Street, and Avenue 160 and 170. Because of the direction of groundwater flow (away from the Tule River), recharge in the first of these areas would primarily benefit City wells south of the Tule River. In contrast, recharge in the second area would primarily benefit wells in the northwest part of the City. Other lands along the Tule River are also considered favorable for recharge. This includes lands north of the Tule River near Olive Avenue and along the Tule River.

REFERENCES

Thomas Harder & Co., 2017, "Hydrogeologic Conceptual Model and Water Budget of the Tule Sub-basin, report prepared for the Tule Sub-basin MOU Group, 49p.

Kenneth D. Schmidt and Associates, 2009 "Groundwater Conditions within the City of Porterville Urban Area Boundary", prepared for City of Porterville, Porterville, California, 66p.

Appendix B

POTENTIAL RECYCLED WATER LANDSCAPE IRRIGATION USERS

PORTERVILLE TOP 100 WATER USERS - 2013

RANK	ACCOUNT NO#	ACCOUNT NAME	ADDRESS	CONSUMPTION	NOTES
1	01-00198-00	FOSTER FARMS	770 N PLANO ST	145,689	>1 mile from the WWTF or effluent line
2	06-14600-09	CITY OF PORTER/GOLF COURSE	702 E ISHAM AVE	51,646	Porterville Municipal Golf Course, >1 mile from the WWTF or effluent line
3	29-78001-00	PORTERVILLE PUBLIC SCHOOL	960 N NEWCOMB ST	37,271	Monache High School, within the 1-mile buffer
4	10-01600-09	KERN JT JR COLLEGE	100 E COLLEGE AVE	28,269	Porterville College, >1 mile from the WWTF or effluent line, adjacent to Pioneer Middle School
5	36-20050-01	BURTON PATHWAYS CHARTER H.S.	1155 N ELDERWOOD ST	24,709	Burton Middle School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
6	50-85200-01	PORTERVILLE PUBLIC SCHOOL	1701 E PUTNAM AVE	23,114	Granite Hills High School, >1 mile from the WWTF or effluent line
7	46-50080-00	BURTON SCHOOL DISTRICT	252 N WESTWOOD ST	21,453	Jim Maples Academy, within the 1-mile buffer
8	06-14200-09	CITY OF PORTERVILLE/MURRY	PUTNAM & PARK DR	20,849	Murry Park, 500 E Putnam Avenue, >1 mile from the WWTF or effluent line, adjacent to Porterville Municipal Golf Course
9	13-54000-09	CITY OF PORTERVILLE/ZAL	GRAND-ZALUD PK	20,549	Zalud Park, 700 N El Granito Street, >1 mile from the WWTF or effluent line
10	23-60400-09	PORTERVILLE PUBLIC SCHOOL	465 W OLIVE AVE	19,106	Porterville High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Olive Street Elementary
11	10-01700-00	KERN JT JR COLLEGE	100 E COLLEGE AVE	16,933	Porterville College, >1 mile from the WWTF or effluent line
12	10-01905-00	PORTERVILLE PUBLIC SCHOOL	225 E COLLEGE AVE	15,716	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
13	23-60200-09	PORTERVILLE PUBLIC SCHOOL	465 W OLIVE AVE	14,877	Porterville High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
14	25-00007-01	VILLA ROBLES APARTMENTS	450 W SPRINGVILLE AVE	14,795	Eliminate b/c residential
15	10-01909-00	PORTERVILLE PUBLIC SCHOOL	271 E COLLEGE AVE	14,647	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
16	30-17600-09	CITY OF PORTERVILLE/VET	1501 W HENDERSON AVE	14,026	Veterans Park, within the 1-mile buffer
17	10-24700-02	RANCHVIEW MOBILE HOME PARK	670 E POPLAR AVE	13,677	Eliminate b/c residential
18	08-17190-00	PORTERVILLE PUBLIC SCHOOL	286 E ORANGE AVE	12,747	Santa Fe Elementary School, >1 mile from the WWTF or effluent line, adjacent to Heritage Community Center.
19	22-43000-01	ALISAM PROPERTIES	600 S JAYE ST	12,704	Eliminate b/c residential
20	01-01800-09	PORTERVILLE PUBLIC SCHOOL	500 E MULBERRY AVE W	12,365	Los Robles Elementary School, >1 mile from the WWTF or effluent line
21	10-01200-01	GOLDEN HILLS MHP LLC	720 E WORTH AVE	12,197	Eliminate b/c residential
22	10-01400-01	GOLDEN HILLS MHP LLC	720 E WORTH AVE	12,167	Eliminate b/c residential
23	25-00011-02	PARKVIEW APARTMENTS	550 W SPRINGVILLE AVE	11,944	Eliminate b/c residential
24	03-00200-02	LOS CHURCH	837 E MORTON AVE	11,212	Church w/ ~2.8 acres of green area, >1 mile from the WWTF or effluent line
25	27-01200-09	LA SERENA HOUSING	1500 N PROSPECT ST	11,209	Eliminate b/c residential
26	36-20046-01	BURTON SCHOOL DISTRICT	2573 W WESTFIELD AVE	10,898	William R Buckley Elementary School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
27	18-20000-09	PORTERVILLE PUBLIC SCHOOL	347 N KESSING ST	10,830	Bartlett Middle School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
28	20-00300-09	SIERRA VIEW DIST HOSPITAL	465 W PUTNAM AVE	10,285	Eliminate - no green area
29	44-10000-00	BURTON SCHOOL DISTRICT	175 S MATHEW ST	10,274	Summit Charter Academy, within the 1-mile barrier
30	36-03100-00	HOLIDAY RETIREMENT SITE 5280	2500 W HENDERSON AVE	10,098	Eliminate b/c residential
31	31-51600-00	MISSION BELL PARK	1343 W MORTON AVE	10,066	Eliminate b/c residential
32	12-09710-00	PORTERVILLE PUBLIC SCHOOL	701 W WESTFIELD AVE	9,964	Monte Vista School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
33	43-02600-09	ALDER APARTMENTS	45 N SALISBURY ST	9,843	Eliminate b/c residential
34	27-01050-09	PORTERVILLE PUBLIC SCHOOL	1151 W PIONEER AVE	9,797	Westfield Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
35	21-30200-09	PORTERVILLE PUBLIC SCHOOL	255 W OLIVE AVE	9,488	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
36	31-25002-00	PORTERVILLE PUBLIC SCHOOL	1345 W PUTNAM AVE	8,806	West Putnam Elementary School, within the 1-mile barrier
37	22-40150-00	THE HOME DEPOT #1080	750 S JAYE ST	8,767	Eliminate b/c commercial
38	26-97000-00	BURTON SCHOOL DISTRICT	1509 N LOMBARDI ST	8,361	Summit Charter Academy Lombardi Campus, >1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
39	01-00200-02	FOSTER FARMS	770 N PLANO ST	7,641	Eliminate b/c commercial
40	04-26000-09	SANTA FE PLAZA	250 N THIRD ST	7,334	Eliminate b/c residential
41	24-51730-00	WAL-MART	1300 S F ST MTR	7,253	Eliminate b/c commercial
42	49-19600-00	US DEPT OF AGRICULTURE	2125 S NEWCOMB ST	7,155	Eliminate b/c commercial
42	01-01505-01	MOUNTAIN VIEW APARTMENTS	870 N PLANO ST	7,155	Eliminate b/c residential
44	08-25000-11	VALLARTA MARKET #32	305 E OLIVE AVE	7,119	Eliminate b/c commercial
45	09-08890-00	PORTERVILLE PUBLIC SCHOOL	1045 E ORANGE AVE	6,985	John J. Doyle Elementary School, >1 mile from the WWTF or effluent line
46	30-16200-09	CITY OF PORTERVILLE/VET	440 N NEWCOMB ST	6,736	???
47	10-00601-09	WAL-MART DC #6021	1300 S F ST MTR	6,589	Eliminate b/c commercial
48	14-04200-09	HOUSING AUTH. OF TULARE CNTY	500 W MORTON AVE	6,557	Eliminate b/c residential
49	17-32200-00	SMITH'S ENTERPRISES	19 N D ST 19-55	6,312	Eliminate b/c commercial
50	49-00014-00	CITY OF PORTERVILLE	2701 W SCRANTON AVE	6,300	OHV Park, within the 1-mile barrier
51	18-22800-09	PORTERVILLE PUBLIC SCHOOL	335 N G ST	6,264	Bartlett Middle School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
52	28-72500-01	ST ANNE'S CHURCH	1765 N NEWCOMB ST	5,888	Church w/ ~1.9 acres of green area, >1 mile from the WWTF or effluent line
53	20-00800-09	SIERRA VIEW DIST HOSPITAL	465 W PUTNAME AVE	5,703	Eliminate - no green area
54	43-02000-02	FOXWOOD, APARTMENTS LLC	1704 W OLIVE AVE	5,595	Eliminate b/c residential

PORTERVILLE TOP 100 WATER USERS - 2013

RANK	ACCOUNT NO#	ACCOUNT NAME	ADDRESS	CONSUMPTION	NOTES
55	10-00280-00	BIG STUMP TRAILER PARK	574 S MAIN ST	5,411	Eliminate b/c residential
56	29-78000-09	PORTERVILLE PUBLIC SCHOOL	HENDERSON, INSIDE CI	5,235	Monache High School, within the 1-mile buffer
57	10-00298-00	BIG STUMP TRAILER PARK	574 S MAIN ST	5,164	Eliminate b/c residential
58	22-01200-11	PORTERVILLE PACIFIC ASSOCIATES	424 S E ST	4,964	Eliminate b/c residential
59	30-19400-09	CITY OF PORTERVILLE	1333 W GRAND AVE	4,864	WWTP
60	12-55600-01	CITY OF PORTERVILLE/HAY	945 W MULBERRY AV	4,725	Hayes Field, within the 1-mile buffer
61	49-01100-09	CITY OF PORTERVILLE	1893 S NEWCOMB ST	4,626	Eliminate b/c commercial
62	01-43600-02	HOME RENTAL CO	833 N LIME ST	4,587	Eliminate b/c residential
63	44-02890-01	PORTERVILLE NAZARENE CHURCH	1991 W OLIVE AVE	4,532	Church w/ ~0.9 acres of green area, within the 1-mile buffer
64	43-02800-09	EVERGREEN APARTMENTS	65 N SALISBURY ST	4,521	Eliminate b/c residential
65	30-13451-01	MOYLE'S CENTRAL VALLEY	1100 W MORTON AVE	4,464	Eliminate - no green area
66	09-01400-04	STUBBS, ARTHUR P	778 E DATE AVE 778-792	4,403	Eliminate b/c commercial
67	30-16000-09	CITY OF PORTERVILLE/VET	1344 W MORTON AVE	4,352	Eliminate b/c residential
68	31-28201-01	PORTERVILLE GARDENS	1585 W PUTNAM AVE	4,322	Eliminate b/c residential
69	19-10400-09	MOTEL 6 #0275-01-01-C	935 W MORTON AVE	4,311	Eliminate b/c commercial
70	19-30010-00	SIERRA VIEW DIST HOSPITAL	283 N PEARSON DR	4,203	Eliminate - no green area
71	30-15800-09	CITY OF PORTERVILLE/VET	415 N PROSPECT ST	4,013	Eliminate b/c residential
72	17-33400-05	TCP COMMERCIAL LLC	200 N E ST	3,985	Eliminate b/c commercial
73	08-17060-01	CITY OF PORTERVILLE	256 E ORANGE AVE	3,966	Heritage Community Center w/ ~0.25 acres of green area >1 mile from the WWTF or effluent line, adjacent to Santa Fe Elementary School.
74	08-59950-01	PORTERVILLE FAMILY APARTMENTS	93 E DATE AVE	3,895	Eliminate b/c residential
75	25-10005-01	LOWE'S	500 W VANDALIA AVE	3,886	Eliminate b/c commercial
76	10-01900-09	PORTERVILLE PUBLIC SCHOOL	225 E COLLEGE AVE 243 &	3,874	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
77	12-55400-01	CAL TRANS D06	65 MULBERRY & HIGHWAY	3,837	Caltrans landscape irrigation, within the 1-mile buffer
78	17-46000-10	BELVEDERE APTS	116 N G ST	3,834	Eliminate b/c residential
79	04-33000-09	PORTERVILLE PUBLIC SCHOOL	PLANO & MORTON-YR ME	3,780	???
80	01-46200-01	PHILLIPS, EDWARD	998 N HIGHLAND DR	3,726	Eliminate b/c residential
81	36-10196-02	SAEPHAN, SENG	700 N WESTWOOD ST	3,725	Eliminate b/c residential
82	16-00100-00	CAL TRANS D06	HENDERSON/HWY 65	3,707	Caltrans landscape irrigation, within the 1-mile buffer
83	49-00071-00	PORTERVILLE FAIR BOARD	2700 W TEA POT DOME AVE	3,680	Lots of green area, possibly ag, east of the airport
84	30-13450-01	MOYLE'S CENTRAL VALLEY	1100 W MORTON AVE	3,651	Eliminate - minimal green area
85	22-01205-01	PORTERVILLE PACIFIC ASSOCIATES	424 S E ST	3,622	Eliminate b/c residential
86	24-00400-10	WAGON WEST MOBILE HOME PARK IN	815 S INDIANA ST	3,574	Eliminate b/c residential
87	24-51720-00	WAL-MART	1300 S F ST MTR	3,548	Eliminate b/c commercial
88	08-30400-02	VALLARTA PROPERTIES LLC	305 E OLIVE AVE	3,474	Eliminate b/c commercial
89	46-50001-01	BURTON SCHOOL DISTRICT	264 N WESTWOOD ST	3,456	Burton Elementary School, within the 1-mile buffer
90	24-51700-00	WAL-MART	1300 S F ST MTR	3,299	Eliminate b/c commercial
91	43-02830-00	PORTERVILLE VETERAN MEMORIAL	1900 W OLIVE AVE	3,291	Porterville Veterans Memorial w/ ~2.4 acres of green area, within the 1-mile buffer, adjacent to "white area" ~4.75 acres
92	18-10800-09	SIERRA VALLEY REHAB CENTER	301 W PUTNAM AVE	3,275	Eliminate - no green area
93	01-01505-01	MOUNTAIN VIEW APARTMENTS	870 N PLANO ST	3,172	Eliminate b/c residential
94	30-16800-09	CITY OF PORTERVILLE	520 N NEWCOMB ST	3,161	Eliminate b/c commercial
95	17-33000-11	SAN ANTONIO ORCHARD CO	142 W OLIVE AVE	3,116	Eliminate b/c commercial
96	19-28200-10	SUN VILLA	350 N VILLA ST	3,098	Eliminate b/c residential
97	30-03210-00	SMEE BUILDERS	1150 W MORTON AVE	3,084	Eliminate b/c commercial
98	08-45400-01	CITY OF PORTERVILLE	265 E DATE AVE	3,057	Eliminate b/c residential
99	36-10194-01	CITY OF PORTERVILLE	2411 W PORTER CREEK AVE	3,047	~2 acres of green area, possibly ag, within the 1-mile buffer
100	03-12000-09	FIRST METHODIST CHURCH	344 E MORTON AVE	2,997	Church w/ ~1.6 acres of green area, >1 mile from the WWTF or effluent line
TOTAL				1,008,448	

PORTERVILLE TOP 100 WATER USERS - 2017

RANK	ACCOUNT NO#	ACCOUNT NAME	ADDRESS	CONSUMPTION	NOTES
1	01-00198-00	FOSTER FARMS	770 N PLANO ST	148,868	>1 mile from the WWTF or effluent line
2	49-00010-00	CITY OF PORTERVILLE	2701 W SCRANTON AVE	56,507	OHV Park, , within the 1-mile barrier
3	06-14600-09	CITY OF PORTER/GOLF COURSE	702 E ISHAM AVE	37,188	Portervill Municipal Golf Course, >1 mile from the WWTF or effluent line
4	20-00300-09	SIERRA VIEW DIST HOSPITAL	465 W PUTNAM AVE	20,353	Eliminate - no green area
5	29-78001-00	PORTERVILLE PUBLIC SCHOOL	960 N NEWCOMB ST	19,506	Monache High School, within the 1-mile buffer
6	10-01200-01	GOLDEN HILLS MHP LLC	720 E WORTH AVE	17,105	Eliminate b/c residential
7	23-60400-09	PORTERVILLE PUBLIC SCHOOL	465 W OLIVE AVE	15,972	Porterville High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Olive Street Elementary
8	01-01505-01	MOUNTAIN VIEW APARTMENTS	870 N PLANO ST	15,147	Eliminate b/c residential
9	31-51600-00	MISSION BELL PARK	1343 W MORTON AVE	13,872	Eliminate b/c residential
10	30-15600-01	PI PROPERTIES NO 112 LLC	1040 W GRAND AVE	13,848	Eliminate b/c residential
11	25-00007-01	VILLA ROBLES APARTMENTS	450 W SPRINGVILLE AVE	11,825	Eliminate b/c residential
12	10-24700-02	RANCHVIEW MOBILE HOME PARK	670 E POPLAR AVE	11,312	Eliminate b/c residential
13	50-85200-01	PORTERVILLE PUBLIC SCHOOL	1701 E PUTNAM AVE	10,527	Granite Hills High School, >1 mile from the WWTF or effluent line
14	47-60001-00	BURTON SCHOOL DISTRICT	15550 REDWOOD ST	10,519	Summit Charter Collegiate Academy, within the 1-mile barrier
15	25-00011-02	PARKVIEW APARTMENTS	550 W SPRINGVILLE AVE	10,124	Eliminate b/c residential
16	10-01600-09	KERN JT JR COLLEGE	100 E COLLEGE AVE	9,724	Porterville College, >1 mile from the WWTF or effluent line, adjacent to Pioneer Middle School
17	10-01700-00	KERN JT JR COLLEGE	100 E COLLEGE AVE	9,713	Porterville College, >1 mile from the WWTF or effluent line, adjacent to Pioneer Middle School
18	27-40305-00	PORTERVILLE UNIFIED SCHOOL	1450 W CASTLE AVE	9,681	Sequoia Middle School, >1 mile from the WWTF or effluent line
19	21-15800-04	GROW PURE AGRIBUSINESS LLC	180 S E ST	8,678	Eliminate b/c commercial
20	27-01200-09	LA SERENA HOUSING	1500 N PROSPECT ST	8,487	Eliminate b/c residential
21	13-54000-09	CITY OF PORTERVILLE/ZAL	GRAND-ZALUD PK	8,307	Zalud Park, 700 N El Granito Street, >1 mile from the WWTF or effluent line
22	19-30010-00	SIERRA VIEW DIST HOSPITAL	283 N PEARSON DR	8,029	Eliminate - no green area
23	23-60200-09	PORTERVILLE PUBLIC SCHOOL	465 W OLIVE AVE	7,893	Porterville High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Olive Street Elementary
24	08-25000-11	VALLARTA MARKET #32	305 E OLIVE AVE	7,660	Eliminate b/c commercial
25	01-01800-09	PORTERVILLE PUBLIC SCHOOL	500 E MULBERRY AVE W	7,626	Los Robles Elementary School, >1 mile from the WWTF or effluent line
26	30-17600-09	CITY OF PORTERVILLE/VET	1501 W HENDERSON AVE	7,089	Veterans Park, within the 1-mile buffer
27	43-02600-09	ALDER APARTMENTS	45 N SALISBURY ST	7,027	Eliminate b/c residential
28	04-26000-09	SANTA FE PLAZA	250 N THIRD ST	7,011	Eliminate b/c residential
29	26-97000-00	BURTON SCHOOL DISTRICT	1509 N LOMBARDI ST	6,628	Summit Charter Academy Lombardi Campus, >1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
30	08-59950-01	PORTERVILLE FAMILY APARTMENTS	93 E DATE AVE	6,570	Eliminate b/c residential
31	10-01909-00	PORTERVILLE PUBLIC SCHOOL	271 E COLLEGE AVE	6,358	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
32	10-00740-00	AKIN WATER CO	S/E LINCOLN/S 4TH	6,305	Eliminate b/c commercial
33	12-09710-00	PORTERVILLE PUBLIC SCHOOL	701 W WESTFIELD AVE	6,282	Monte Vista School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
34	30-02185-01	ALLISAM HANTORT LLC	1085 W HENDERSON AVE	6,192	Eliminate b/c commercial
35	14-04200-09	HOUSING AUTH. OF TULARE CNTY	500 W MORTON AVE	6,142	Eliminate b/c residential
36	09-08890-00	PORTERVILLE PUBLIC SCHOOL	1045 E ORANGE AVE	5,950	John J. Doyle Elementary School, >1 mile from the WWTF or effluent line
37	10-01905-00	PORTERVILLE PUBLIC SCHOOL	225 E COLLEGE AVE	5,801	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
38	27-01050-09	PORTERVILLE PUBLIC SCHOOL	1151 W PIONEER AVE	5,569	Westfield Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
39	43-02000-02	FOXWOOD, APARTMENTS LLC	1704 W OLIVE AVE	5,529	Eliminate b/c residential
40	22-43000-01	ALISAM PROPERTIES	600 S JAYE ST	5,504	Eliminate b/c residential
41	22-01200-11	PORTERVILLE PACIFIC ASSOCIATES	424 S E ST	5,441	Eliminate b/c residential
42	46-50070-00	BURTON SCHOOL DISTRICT	252 N WESTWOOD ST	5,417	Jim Maples Academy, within the 1-mile buffer
43	08-17190-00	PORTERVILLE PUBLIC SCHOOL	286 E ORANGE AVE	5,399	Santa Fe Elementary School, >1 mile from the WWTF or effluent line, adjacent to Heritage Community Center.
44	29-78000-09	PORTERVILLE PUBLIC SCHOOL	HENDERSON, INSIDE CI	5,331	Monache High School, within the 1-mile buffer
45	28-72500-01	ST ANNE'S CHURCH	1765 N NEWCOMB ST	5,320	Church w/ ~1.9 acres of green area, >1 mile from the WWTF or effluent line
46	24-51730-00	WAL-MART	1300 S F ST MTR	5,136	Eliminate b/c commercial
47	10-01900-09	PORTERVILLE PUBLIC SCHOOL	225 E COLLEGE AVE 243 &	5,098	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
48	46-50080-00	BURTON SCHOOL DISTRICT	252 N WESTWOOD ST	5,079	Jim Maples Academy, within the 1-mile buffer
49	21-30200-09	PORTERVILLE PUBLIC SCHOOL	255 W OLIVE AVE	5,033	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
50	44-10000-00	BURTON SCHOOL DISTRICT	175 S MATHEW ST	4,997	Summit Charter Academy, within the 1-mile barrier
51	49-19600-00	US DEPT OF AGRICULTURE	2125 S NEWCOMB ST	4,897	Eliminate b/c commercial
52	50-85201-01	PORTERVILLE PUBLIC SCHOOL	1701 E PUTNAM AVE	4,543	Granite Hills High School, >1 mile from the WWTF or effluent line
53	36-20046-01	BURTON SCHOOL DISTRICT	2573 W WESTFIELD AVE	4,479	William R Buckley Elementary School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal

PORTERVILLE TOP 100 WATER USERS - 2017

RANK	ACCOUNT NO#	ACCOUNT NAME	ADDRESS	CONSUMPTION	NOTES
54	17-32200-00	SMITH'S ENTERPRISES	19 N D ST 19-55	4,341	Eliminate b/c commercial
55	37-30410-01	HOUSING AUTH OF TULARE CNTY	707 N NEWCOMB ST	4,280	Eliminate b/c residential
56	36-03100-00	HOLIDAY RETIREMENT SITE 5280	2500 W HENDERSON AVE	4,226	Eliminate b/c residential
57	30-19400-09	CITY OF PORTERVILLE	1333 W GRAND AVE	4,176	WWTP
58	13-11000-01	HOVANISIAN TRUST	108 W NORTH AVE	4,116	Eliminate b/c commercial
59	16-06200-10	LUZANILLA, KELLY & JOSHUA	959 W HENDERSON AVE	4,082	Eliminate b/c commercial
60	12-57425-01	SAVE MART SUPERMARKETS	900 W HENDERSON AVE	3,953	Eliminate b/c commercial
61	09-18600-02	HOVANNISIAN, JOHN	671 E ISHAM AVE	3,817	Eliminate b/c residential
62	19-10400-09	MOTEL 6 #0275-01-01-C	935 W MORTON AVE	3,785	Eliminate b/c commercial
63	24-51715-13	BEST WESTERN PORTERVILLE INN	350 W MONTGOMERY AVE	3,767	Eliminate b/c commercial
64	30-13451-01	MOYLE'S CENTRAL VALLEY	1100 W MORTON AVE	3,742	Eliminate - no green area
65	24-51720-00	WAL-MART	1300 S F ST MTR	3,738	Eliminate b/c commercial
66	01-43600-02	HOME RENTAL CO	833 N LIME ST	3,594	Eliminate b/c residential
67	03-00200-02	LDS CHURCH	837 E MORTON AVE	3,593	Church w/ ~2.8 acres of green area, >1 mile from the WWTF or effluent line
68	31-90500-09	WONG, TEDDY	1325 W TOMAH AVE	3,525	Eliminate b/c commercial
69	04-24600-00	PORTERVILLE APARTMENTS	309 N THIRD ST	3,450	Eliminate b/c residential
70	31-28201-01	PORTERVILLE GARDENS	1585 W PUTNAM AVE	3,448	Eliminate b/c residential
71	30-16200-09	CITY OF PORTERVILLE/VET	440 N NEWCOMB ST	3,423	Eliminate b/c residential
72	10-00280-00	BIG STUMP TRAILER PARK	574 S MAIN ST	3,393	Eliminate b/c residential
73	14-03300-09	THORNTON, ROBERT	430 W MORTON AVE	3,382	Eliminate b/c residential
74	12-56400-10	CLARK, BECKY	885 W MULBERRY AVE	3,329	Eliminate b/c residential
75	20-42800-09	HOUSING AUTH. OF TULARE CO	659 W PUTNAM AVE	3,312	Eliminate b/c residential
76	36-20050-01	BURTON PATHWAYS CHARTER H.S.	1155 N ELDERWOOD ST	3,305	Burton Middle School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
77	49-00095-02	TULARE CO JR LIVESTOCK SHOW	2700 W TEA POT DOME AVE	3,271	Lots of green area, possibly ag, east of the airport
78	49-00014-00	CITY OF PORTERVILLE	2701 W SCRANTON AVE	3,253	OHV Park, within the 1-mile barrier
79	49-06300-00	GAITHER, HENRIETTA	1408 S NEWCOMB ST	3,243	Lots of green area, possibly ag, ~1 mile from the effluent line
80	17-33400-05	TCP COMMERCIAL LLC	200 N E ST	3,207	Eliminate b/c commercial
81	10-00298-00	BIG STUMP TRAILER PARK	574 S MAIN ST	3,162	Eliminate b/c residential
82	36-03200-00	HOLIDAY RETIREMENT SITE 5280	2500 W HENDERSON AVE	3,148	Eliminate b/c residential
83	10-40260-00	PORTERVILLE TRAILER PARK	1168 S MAIN ST	3,121	Eliminate b/c residential
84	37-30201-01	VILLAGE AT HENDERSON LLC	1711 W HENDERSON AVE	3,087	Eliminate b/c residential
85	44-02890-01	PORTERVILLE NAZARENE CHURCH	1991 W OLIVE AVE	3,044	Church w/ ~0.9 acres of green area, within the 1-mile buffer
86	29-48300-00	PORTERVILLE PUBLIC SCHOOL	W MULBERRY AVE	3,034	Monache High School, within the 1-mile buffer
87	24-19215-00	VALLEY CARE CENTER	661 W POPLAR AVE	3,033	Eliminate - no green area
88	43-02830-00	PORTERVILLE VETERAN MEMORIAL	1900 W OLIVE AVE	2,999	Porterville Veterans Memorial w/ ~2.4 acres of green area, within the 1-mile buffer, adjacent to "white area" ~4.75 acres
89	31-25002-00	PORTERVILLE PUBLIC SCHOOL	1345 W PUTNAM AVE	2,971	West Putnam Elementary School, within the 1-mile barrier
90	20-62000-09	JONES, J	52 N WISCONSIN ST	2,947	Eliminate b/c residential
91	43-02800-09	EVERGREEN APARTMENTS	65 N SALISBURY ST	2,936	Eliminate b/c residential
92	06-14200-09	CITY OF PORTERVILLE/MURRY	PUTNAM & PARK DR	2,886	Murry Park, 500 E Putnam Avenue, >1 mile from the WWTF or effluent line, adjacent to Porterville Municipal Golf Course
93	14-05000-02	HOVANNISIAN TRUST	590 W MORTON AVE	2,848	Eliminate b/c residential
94	08-66200-09	SHADY LANE PARK	53 E DATE AVE	2,730	Eliminate b/c residential
95	13-01000-02	WASH HOUSE	469 N MAIN ST	2,705	Eliminate b/c commercial
96	17-46000-10	BELVEDERE APTS	116 N G ST	2,680	Eliminate b/c residential
97	37-30205-01	VILLAGE AT HENDERSON LLC	1711 W HENDERSON AVE	2,657	Eliminate b/c residential
98	22-41800-10	THE DIXIE GROUP INC	600 S E ST	2,624	Eliminate b/c commercial
99	30-13450-01	MOYLE'S CENTRAL VALLEY	1100 W MORTON AVE	2,585	Eliminate - no green area
100	18-10800-09	SIERRA VALLEY REHAB CENTER	301 W PUTNAM AVE	2,584	Eliminate - no green area
TOTAL				815,130	

2013 Porterville Unified School District - Water Usage (100 cuft unless stated otherwise)																	
Address	Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013	2013 Total	Monthly Average	Annual Consumption	Annual Consumption	Notes
1045 E Orange Ave	0.0	0.0	0.0	14	161	192	174	220	188	153	110	51	1,263	105	944,790 gal	2.9 acre-ft	John J. Doyle Elementary School, >1 mile from the WWTF or effluent line
1045 E Orange Ave	61	123	125	99	214	227	192	274	230	166	171	62	1,944	162	1,454,213 gal	4.5 acre-ft	John J. Doyle Elementary School, >1 mile from the WWTF or effluent line
1151 W. Pioneer Ave	32	46	55	38	90	34	5.0	42	66	60	74	43	585	49	437,610 gal	1.3 acre-ft	Westfield Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
1151 W. Pioneer Ave	0.0	88	279	137	1,158	968	1,396	1,880	1,485	1,059	1,125	222	9,797	816	7,328,665 gal	22.5 acre-ft	Westfield Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
1345 W Putnam Ave	78	169	45	49	50	158	59	72	107	123	63	44	1,017	85	760,769 gal	2.3 acre-ft	West Putnam Elementary School, within the 1-mile buffer
1345 W Putnam Ave	143	26	45	138	327	1,218	1,702	1,663	1,417	1,639	350	138	8,806	734	6,587,346 gal	20.2 acre-ft	West Putnam Elementary School, within the 1-mile buffer
135 E Harrison Ave	0.0	1.0	0.0	1.0	6.0	19	14	14	21	15	16	18	125	10	93,507 gal	0.3 acre-ft	Unitarian Universalist Fellowship, >1 mile from the WWTF or effluent line
140 S C St	0.0	0.0	11	28	68	82	79	150	161	124	100	46	849	71	635,096 gal	1.9 acre-ft	Vine Street Community Day School, >1 mile from the WWTF or effluent line
140 S C St	27	26	18	38	57	88	129	222	134	64	66	23	892	74	667,262 gal	2.0 acre-ft	Vine Street Community Day School, >1 mile from the WWTF or effluent line
1450 W Castle Ave	7.0	8.0	12	6.0	16	4.0	0.0	3.0	12	12	15	9.0	104	8.7	77,797 gal	0.2 acre-ft	Sequoia Middle School, >1 mile from the WWTF or effluent line
1701 E Putnam Ave	218	200	268	257	390	228	169	225	213	193	237	222	2,820	235	2,109,507 gal	6.5 acre-ft	Granite Hills High School, >1 mile from the WWTF or effluent line
1701 E Putnam Ave	4.0	0.0	0.0	249	761	3,303	4,810	5,803	5,560	2,562	62	0.0	23,114	1,926	17,290,474 gal	53.1 acre-ft	Granite Hills High School, >1 mile from the WWTF or effluent line
197 W Belleview Ave	31	24	33	21	57	27	2.0	7.0	44	32	56	32	366	31	273,787 gal	0.8 acre-ft	Belleview Elementary School, >1 mile from the WWTF or effluent line
197 W Belleview Ave	0.0	8.0	43	47	396	460	459	518	450	319	130	4.0	2,834	236	2,119,979 gal	6.5 acre-ft	Belleview Elementary School, >1 mile from the WWTF or effluent line
225 E College Ave	0.0	0.0	0.0	0.0	0.0	0.0	849	672	502	739	653	459	3,874	323	2,897,953 gal	8.9 acre-ft	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
225 E College Ave	14	19	667	1,491	1,708	1,343	2,194	2,890	1,737	1,400	1,311	942	15,716	1,310	11,756,385 gal	36.1 acre-ft	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
245 W Walnut Ave	17	20	32	29	52	51	285	168	56	57	66	49	882	74	659,782 gal	2.0 acre-ft	Porterville Unified School District, >1 mile from the WWTF or effluent line, across the street from Olive Street Elementary School / Porterville High School
255 W Olive Ave	1.0	0.0	0.0	3.0	24	0.0	0.0	0.0	0.0	0.0	0.0	0.0	28	2.3	20,945 gal	0.1 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
255 W Olive Ave	5.0	6.0	6.0	4.0	8.0	7.0	1.0	1.0	7.0	6.0	8.0	6.0	65	5.4	48,623 gal	0.1 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
255 W Olive Ave	1.0	4.0	13	12	10	20	54	63	58	50	40	6.0	331	28	247,605 gal	0.8 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
255 W Olive Ave	44	126	174	356	863	1,126	1,431	1,878	1,414	1,089	805	182	9,488	791	7,097,517 gal	21.8 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
261 E Mulberry Ave	0.0	0.0	2.0	4.0	8.0	9.0	22	24	8.0	9.0	5.0	2.0	93	7.8	69,569 gal	0.2 acre-ft	Citrus High School, >1 mile from the WWTF or effluent line
261 W Mulberry Ave	4.0	8.0	6.0	6.0	13	9.0	0.0	3.0	13	10	20	8.0	100	8.3	74,805 gal	0.2 acre-ft	Citrus High School, >1 mile from the WWTF or effluent line
271 E College Ave	31	0.0	574	560	1,508	2,428	2,544	2,367	2,489	1,573	427	146	14,647	1,221	10,956,718 gal	33.6 acre-ft	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
286 E Orange Ave	17	17	20	19	33	21	1.0	3.0	8.0	42	35	35	251	21	187,761 gal	0.6 acre-ft	Santa Fe Elementary School, >1 mile from the WWTF or effluent line, adjacent to Heritage Community Center.
286 E Orange Ave	1.0	0.0	120	95	1,216	1,671	1,731	2,564	1,999	1,767	1,232	351	12,747	1,062	9,535,419 gal	29.3 acre-ft	Santa Fe Elementary School, >1 mile from the WWTF or effluent line, adjacent to Heritage Community Center.
335 N G St	46	61	159	198	771	847	911	1,082	815	660	547	167	6,264	522	4,685,798 gal	14.4 acre-ft	Bartlett Middle School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
347 N Kessing St	9.0	94	177	281	1,655	1,545	1,819	1,820	1,262	1,271	805	92	10,830	903	8,101,403 gal	24.9 acre-ft	Bartlett Middle School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
388 N Roche St School	39	47	34	36	46	74	2.0	4.0	40	54	56	61	493	41	368,790 gal	1.1 acre-ft	Roche Avenue Elementary School, >1 mile from the WWTF or effluent line

465 W Olive Ave	448	846	465	608	990	1,747	1,340	1,828	2,326	1,823	1,108	1,348	14,877	1,240	11,128,770 gal	34.2 acre-ft	Porterville High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Olive Street Elementary
465 W Olive Ave	159	276	304	460	454	771	3,457	4,091	2,905	3,217	1,810	1,202	19,106	1,592	14,292,282 gal	43.9 acre-ft	Porterville High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Olive Street Elementary
500 E Mulberry Ave	84	84	55	53	96	66	41	43	63	83	112	67	847	71	633,600 gal	1.9 acre-ft	Los Robles Elementary School, >1 mile from the WWTF or effluent line
500 E Mulberry Ave (W)	0.0	7.0	9.0	72	1,656	1,466	2,090	2,955	1,453	1,294	933	430	12,365	1,030	9,249,663 gal	28.4 acre-ft	Los Robles Elementary School, >1 mile from the WWTF or effluent line
534 N E St	32	8.0	11	7.0	19	8.0	0.0	8.0	13	10	33	25	174	15	130,161 gal	0.4 acre-ft	Porterville Unified School District, >1 mile from the WWTF or effluent line
534 N E St	8.0	24	15	16	21	17	16	19	26	25	44	26	257	21	192,249 gal	0.6 acre-ft	Porterville Unified School District, >1 mile from the WWTF or effluent line
600 W Grand Ave	2.0	3.0	2.0	1.0	2.0	0.0	1.0	5.0	5.0	3.0	2.0	1.0	27	2.3	20,197 gal	0.1 acre-ft	Porterville Unified School District - District Offices, >1 mile from the WWTF or effluent line
605 W Memory Ln	2.0	1.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0	3.0	4.0	2.0	25	2.1	18,701 gal	0.1 acre-ft	Porterville Unified School District - District Offices, >1 mile from the WWTF or effluent line
606 W Memory Ln	28	20	22	22	28	22	20	29	23	27	29	21	291	24	217,683 gal	0.7 acre-ft	Porterville Unified School District - District Offices, >1 mile from the WWTF or effluent line
632 W Grand Ave	51	32	36	36	74	70	79	140	114	115	127	87	961	80	718,878 gal	2.2 acre-ft	Porterville Unified School District - District Offices, >1 mile from the WWTF or effluent line
645 N Prospect St	8.0	5.0	7.0	4.0	6.0	2.0	1.0	1.0	5.0	3.0	8.0	6.0	56	4.7	41,891 gal	0.1 acre-ft	Prospect Education Center School w/ ~0.2 acres of green area, within the 1-mile buffer
645 N Prospect St	11	15	40	35	97	112	112	189	138	61	77	23	910	76	680,727 gal	2.1 acre-ft	Prospect Education Center School w/ ~0.2 acres of green area, within the 1-mile buffer
701 E Westfield Ave	37	38	32	32	59	46	17	94	335	58	84	38	870	73	650,805 gal	2.0 acre-ft	Monte Vista School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
701 E Westfield Ave	128	94	251	283	940	1,009	1,616	2,008	1,794	1,494	174	173	9,964	830	7,453,590 gal	22.9 acre-ft	Monte Vista School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
900 W Pioneer Ave	10	11	13	11	17	21	12	13	14	12	17	18	169	14	126,421 gal	0.4 acre-ft	Butterfield Charter High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
900 W Pioneer Ave	40	42	34	46	166	214	199	286	398	220	226	106	1,977	165	1,478,899 gal	4.5 acre-ft	Butterfield Charter High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
91 S F St	30	31	24	24	32	8.0	0.0	2.0	25	22	23	15	236	20	176,540 gal	0.5 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
960 N Newcomb St	851	808	686	1,125	5,072	4,733	4,734	7,204	5,253	3,106	2,560	1,139	37,271	3,106	27,880,646 gal	85.6 acre-ft	Monache High School, within the 1-mile buffer
MHS Henderson Ave Inside CI	479	436	410	453	489	437	431	405	421	402	431	441	5,235	436	3,916,052 gal	12.0 acre-ft	Monache High School, within the 1-mile buffer
MHS W Mulberry Ave	8.0	53	36	39	498	249	507	102	169	212	152	51	2,076	173	1,552,956 gal	4.8 acre-ft	Monache High School, within the 1-mile buffer
Plano & Morton YR ME	0.0	0.0	34	35	249	515	603	687	686	470	229	272	3,780	315	2,827,637 gal	8.7 acre-ft	Roche Avenue Elementary School, >1 mile from the WWTF or effluent line
TOTAL (100 cuft)	3,246	3,955	5,406	7,580	22,633	27,674	36,311	44,743	36,664	27,908	16,768	8,911	241,799	403	180,878,226 gal	555 acre-ft	
TOTAL (acre-ft)	7.5	9.1	12.4	17.4	52.0	63.5	83.4	102.7	84.2	64.1	38.5	20.5	555				

2013 Burton School District - Water Usage (100 cuft unless stated otherwise)																	
Address	Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013	2013 Total	Monthly Average	Annual Consumption	Annual Consumption	Notes
1155 N ELDERWOOD ST	0.0	0.0	2.0	1,118	2,806	3,411	3,226	4,142	2,638	3,278	2,686	402	23,709	1,976	17,735,565 gal	54.4 acre-ft	Burton Middle School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
1155 N ELDERWOOD-1	9.0	23	22	8.0	14	14	0.0	3.0	12	12	19	8.0	144	12	107,719 gal	0.3 acre-ft	Burton Middle School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
1509 N LOMBARDI ST	3.0	1.0	35	326	1,179	1,119	1,538	1,578	1,456	620	476	30	8,361	697	6,254,463 gal	19.2 acre-ft	Summit Charter Academy Lombardi Campus, >1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
1509 N LOMBARDI ST-2	1.0	0.0	1.0	2.0	4.0	2.0	1.0	1.0	10	11	19	11	63	5.3	47,127 gal	0.1 acre-ft	Summit Charter Academy Lombardi Campus, >1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
15550 REDWOOD ST	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0 gal	0.0 acre-ft	Summit Charter Collegiate Academy, within the 1-mile buffer
15550 REDWOOD ST-2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0 gal	0.0 acre-ft	Summit Charter Collegiate Academy, within the 1-mile buffer
175 S MATHEW ST	29	21	35	32	49	22	1.0	6.0	35	33	38	27	328	27	245,361 gal	0.8 acre-ft	Summit Charter Academy, within the 1-mile buffer
1885 W MULBERRY	41	20	21	116	256	281	206	265	291	198	137	25	1,857	155	1,389,133 gal	4.3 acre-ft	Oak Grove Elementary School, within the 1-mile buffer
2283 W MORTON AVE	0.0	0.0	1.0	0.0	5.0	5.0	2.0	1.0	0.0	0.0	0.0	113	127	11	95,003 gal	0.3 acre-ft	Burton Elementary School, within the 1-mile buffer
2440 W HENDERSON AVE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0 gal	0.0 acre-ft	The River Church w/ ~5.25 acres of green area, within the 1-mile buffer
2440 W HENDERSON AVE-1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0 gal	0.0 acre-ft	The River Church w/ ~5.25 acres of green area, within the 1-mile buffer
252 N WESTWOOD ST	6.0	12	5.0	11	1,745	3,809	3,175	3,087	3,881	2,869	1,422	1,431	21,453	1,788	16,047,960 gal	49.2 acre-ft	Jim Maples Academy, within the 1-mile buffer
252 N WESTWOOD ST-2	0.0	0.0	0.0	0.0	10	17	0.0	29	0.0	0.0	0.0	0.0	56	4.7	41,891 gal	0.1 acre-ft	Jim Maples Academy, within the 1-mile buffer
2573 W WESTFIELD AVE	18	186	40	19	59	63	4.0	12	82	45	54	45	627	52	469,029 gal	1.4 acre-ft	William R Buckley Elementary School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
2573 W WESTFIELD AVE-2	45	33	30	518	1,520	1,505	2,513	1,777	1,394	1,022	340	201	10,898	908	8,152,271 gal	25.0 acre-ft	William R Buckley Elementary School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
264 N WESTWOOD ST	1.0	1.0	4.0	1.0	12	26	30	14	30	35	18	14	186	16	139,138 gal	0.4 acre-ft	Burton Elementary School, within the 1-mile buffer
264 N WESTWOOD ST-1	61	45	124	76	241	495	410	437	533	487	271	276	3,456	288	2,585,268 gal	7.9 acre-ft	Burton Elementary School, within the 1-mile buffer
264 N WESTWOOD ST-2	1.0	2.0	3.0	17	84	118	95	200	181	136	92	61	990	83	740,571 gal	2.3 acre-ft	Burton Elementary School, within the 1-mile buffer
275 S MATHEW ST-1																	Summit Charter Academy, within the 1-mile buffer
TOTAL (100 cuft)	215	344	323	2,244	7,984	10,887	11,201	11,552	10,543	8,746	5,572	2,644	72,255	335	54,050,497 gal	166 acre-ft	
TOTAL (acre-ft)	0.5	0.8	0.7	5.2	18.3	25.0	25.7	26.5	24.2	20.1	12.8	6.1	166				

2013 City Parks - Water Usage (100 cuft unless stated otherwise)																		
Connection #	Address	Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013	2013 Total	Monthly Average	Annual Consumption (gal)	Annual Consumption (AF)	Notes
Barn-1	42 S Plano Street	0.0	4.0	0.0	50	159	137	136	213	175	161	81	19	1,135	95	849,039	2.61	Barn Theater w/ ~0.7 acres of green area, >1 mile from the WWTF or effluent line
Chase-1	356 E Chase Avenue	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0.00	Fallen Heroes Park, >1 mile from the WWTF or effluent line
Chase-2	356 E Chase Avenue	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0.00	Fallen Heroes Park, >1 mile from the WWTF or effluent line
Golfcourse-1	702 E Isham Avenue	0.0	0.0	174	2,702	1,489	5,200	6,869	6,748	7,826	4,719	3,356	1,156	40,239	3,353	30,100,864	92.38	Porterville Municipal Golf Course, >1 mile from the WWTF or effluent line
Golfcourse-2	702 E Isham Avenue	0.0	0.0	16	342	7.0	12	12	3.0	706	5.0	750	0.0	1,853	154	1,386,140	4.25	Porterville Municipal Golf Course, >1 mile from the WWTF or effluent line
Golfcourse-3	702 E Isham Avenue	10	9.0	9.0	11	15	11	12	17	11	10	13	8.0	136	11	101,735	0.31	Porterville Municipal Golf Course, >1 mile from the WWTF or effluent line
Hayes Field-1	945 W Mulberry Avenue	0.0	0.0	0.0	0.0	453	714	774	1,017	781	529	456	1.0	4,725	394	3,534,546	10.85	Hayes Field, within the 1-mile buffer
Lime Street	855 N Lime Street	0.0	1.0	1.0	0.0	80	66	129	93	96	102	126	30	724	60	541,590	1.66	Olivewood Mini Park, >1 mile from the WWTF or effluent line
Main St Park	765 or 296 N Main Street	0.0	0.0	0.0	0.0	63	158	96	100	129	63	35	38	682	57	510,171	1.57	Main St Park (either 765 or 296 N Main St) Both addresses are >1 mile from the WWTF or effluent line
Murry-1	500 E Putnam Avenue	0.0	0.0	0.0	649	3,364	2,998	2,800	4,042	2,950	1,756	2,089	201	20,849	1,737	15,596,136	47.86	Murry Park, 500 E Putnam Avenue, >1 mile from the WWTF or effluent line, adjacent to Porterville Municipal Golf Course
OHV-1	2701 W Scranton Avenue	0.0	0.0	0.0	0.0	37	43	74	355	22	51	78	42	702	59	525,133	1.61	OHV Park and Porterville Sports Complex, within the 1-mile buffer
Sewer 4"	2701 W Scranton Avenue	45	136	140	489	784	849	870	1,101	857	392	319	318	6,300	525	4,712,728	14.46	OHV Park and Porterville Sports Complex, within the 1-mile buffer

Sports Plex-1	2701 W Scranton Avenue	6.0	13	243	530	7,310	7,450	7,483	11,021	7,233	4,725	4,613	1,019	51,646	4,304	38,633,894	118.56	OHV Park and Porterville Sports Complex, within the 1-mile buffer
Sports Plex-2	2701 W Scranton Avenue	4.0	1.0	9.0	9.0	13	12	11	16	18	12	11	4.0	120	10	89,766	0.28	OHV Park and Porterville Sports Complex, within the 1-mile buffer
Sports Plex-3	2701 W Scranton Avenue	2.0	4.0	2.0	4.0	3.0	5.0	3.0	7.0	1.0	8.0	4.0	5.0	48	4.0	35,906	0.11	OHV Park and Porterville Sports Complex, within the 1-mile buffer
Vetrans-1	1501 W Henderson Avenue	0.0	0.0	0.0	582	2,179	2,100	2,341	2,990	2,070	880	852	32	14,026	1,169	10,492,177	32.20	Veterans Park, within the 1-mile buffer
Vetrans-2	1501 W Henderson Avenue	127	0.0	0.0	0.0	425	416	525	580	463	209	243	0.0	2,988	249	2,235,179	6.86	Veterans Park, within the 1-mile buffer
Vetrans-3	1501 W Henderson Avenue	0.0	0.0	0.0	216	610	632	672	812	662	187	196	26	4,013	334	3,001,933	9.21	Veterans Park, within the 1-mile buffer
Vetrans-4	1501 W Henderson Avenue	0.0	122	0.0	187	789	478	636	864	876	71	326	3.0	4,352	363	3,255,522	9.99	Veterans Park, within the 1-mile buffer
Vetrans-5	1501 W Henderson Avenue	127	0.0	0.0	313	1,063	1,007	984	1,250	988	509	489	2.0	6,732	561	5,035,886	15.45	Veterans Park, within the 1-mile buffer
Zalud-1	700 N El Granito Street	0.0	0.0	2.0	631	3,073	2,988	2,221	5,130	3,234	1,413	1,587	270	20,549	1,712	15,371,721	47.17	Zalud Park, 700 N El Granito Street, >1 mile from the WWTF or effluent line
Zalud-2	700 N El Granito Street	6.0	4.0	8.0	13	18	14	31	46	35	20	19	10	224	19	167,564	0.51	Zalud Park, 700 N El Granito Street, >1 mile from the WWTF or effluent line
	TOTAL (100 cuft)	327	294	604	6,728	21,934	25,290	26,679	36,405	29,133	15,822	15,643	3,184	182,043	690	136,177,630	417.91	
	TOTAL (acre-ft)	0.8	0.7	1.4	15.4	50.4	58.1	61.2	83.6	66.9	36.3	35.9	7.3	418				

2017 Porterville Unified School District - Water Usage (100 cuft unless stated otherwise)																	
Address	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	2017 Total	Monthly Average	Annual Consumption	Annual Consumption	Notes
1045 E. Orange Ave	0.0	0.0	0.0	15	56	86	254	221	252	241	335	110	1,570	131	1,174,442 gal	3.6 acre-ft	John J. Doyle Elementary School, >1 mile from the WWTF or effluent line
1045 E. Orange Ave-2	19	52	72	118	117	136	221	230	307	308	382	103	2,065	172	1,544,727 gal	4.7 acre-ft	John J. Doyle Elementary School, >1 mile from the WWTF or effluent line
1151 W. Pioneer	0.0	1.0	0.0	310	609	484	824	642	886	736	911	166	5,569	464	4,165,902 gal	12.8 acre-ft	Westfield Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
1151 W. Pioneer-2	10	61	72	81	90	14	1.0	23	74	55	77	49	607	51	454,068 gal	1.4 acre-ft	Westfield Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
1345 W Putnam	17	32	33	54	70	54	29	28	52	72	76	76	593	49	443,595 gal	1.4 acre-ft	West Putnam Elementary School, within the 1-mile buffer
1345 W Putnam-1	21	0.0	1.0	130	266	369	434	397	321	360	349	323	2,971	248	2,222,462 gal	6.8 acre-ft	West Putnam Elementary School, within the 1-mile buffer
140 S. C St	21	17	28	30	76	120	231	70	146	107	195	117	1,158	97	866,244 gal	2.7 acre-ft	Vine Street Community Day School, >1 mile from the WWTF or effluent line
140 S. C St-2	16	7.0	9.0	16	53	78	119	32	82	68	92	44	616	51	460,800 gal	1.4 acre-ft	Vine Street Community Day School, >1 mile from the WWTF or effluent line
1450 W. Castle Ave	0.0	0.0	0.0	730	815	643	1619	1340	1777	1042	1166	549	9,681	807	7,241,891 gal	22.2 acre-ft	Sequoia Middle School, >1 mile from the WWTF or effluent line
1450 W. Castle Ave-1	1.0	8.0	10	12	9.0	2.0	0.0	2.0	10	9.0	14	6.0	83	6.9	62,088 gal	0.2 acre-ft	Sequoia Middle School, >1 mile from the WWTF or effluent line
1701 E. Putnam Ave	379	339	450	512	394	334	220	442	398	445	43	0	3,956	330	2,959,294 gal	9.1 acre-ft	Granite Hills High School, >1 mile from the WWTF or effluent line
1701 E. Putnam Ave LS	6.0	94	33	42	25	447	1037	2597	3193	2660	304	89	10,527	877	7,874,743 gal	24.2 acre-ft	Granite Hills High School, >1 mile from the WWTF or effluent line
197 W. Bellevue	1.0	0.0	0.0	87	182	288	291	258	298	248	183	40	1,876	156	1,403,346 gal	4.3 acre-ft	Bellevue Elementary School, >1 mile from the WWTF or effluent line
197 W. Bellevue-2	9.0	27	32	59	69	94	73	69	97	90	127	64	810	68	605,922 gal	1.9 acre-ft	Bellevue Elementary School, >1 mile from the WWTF or effluent line
225 E. College Ave	91	165	257	308	296	365	421	343	903	846	730	373	5,098	425	3,813,569 gal	11.7 acre-ft	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
225 E. College Ave-2	72	14	21	192	245	569	539	549	1029	660	1416	495	5,801	483	4,339,450 gal	13.3 acre-ft	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
245 W. Walnut	10	16	23	30	30	31	39	43	47	72	42	45	428	36	320,166 gal	1.0 acre-ft	Porterville Unified School District, >1 mile from the WWTF or effluent line, across the street from Olive Street Elementary School / Porterville High School
255 W. Olive Ave-1	1.0	2.0	2.0	2.0	2.0	3.0	5.0	6.0	9.0	8.0	5.0	5.0	50	4.2	37,403 gal	0.1 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
255 W. Olive Ave-2	2.0	5.0	8.0	5.0	7.0	4.0	0.0	2.0	7.0	9.0	5.0	5.0	59	4.9	44,135 gal	0.1 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
255 W. Olive Ave-3	35	44	66	247	411	578	628	646	615	969	469	325	5,033	419	3,764,946 gal	11.6 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
255 W. Olive Ave-4	0.0	0.0	0.0	5.0	12	31	37	41	37	54	29	18	264	22	197,486 gal	0.6 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
261 E. Mulberry	0.0	0.0	0.0	0.0	2.0	4.0	3.0	6.0	3.0	2.0	2.0	5.0	27	2.3	20,197 gal	0.1 acre-ft	Citrus High School, >1 mile from the WWTF or effluent line
261 E. Mulberry-2	3.0	3.0	6.0	5.0	5.0	4.0	0.0	0.0	4.0	5.0	6.0	2.0	43	3.6	32,166 gal	0.1 acre-ft	Citrus High School, >1 mile from the WWTF or effluent line
271 E. College Ave	104	31	0.0	257	346	535	1487	754	929	810	1028	77	6,358	530	4,756,115 gal	14.6 acre-ft	Pioneer Middle School, >1 mile from the WWTF or effluent line, adjacent to Porterville College
286 E. Orange Ave	58	0.0	0.0	71	146	673	813	826	817	916	1008	71	5,399	450	4,038,733 gal	12.4 acre-ft	Santa Fe Elementary School, >1 mile from the WWTF or effluent line, adjacent to Heritage Community Center.
286 E. Orange Ave-1	13	26	22	54	46	40	2.0	20	22	38	59	24	366	31	273,787 gal	0.8 acre-ft	Santa Fe Elementary School, >1 mile from the WWTF or effluent line, adjacent to Heritage Community Center.
335 N. G St	19	25	39	67	166	322	259	308	323	442	452	131	2,553	213	1,909,777 gal	5.9 acre-ft	Bartlett Middle School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
347 N. Kessing St	8.0	11	14	235	448	555	522	92	17	21	0.0	0.0	1,923	160	1,438,504 gal	4.4 acre-ft	Bartlett Middle School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
388 N. Roche St	30	38	50	46	64	53	8.0	11	42	40	53	36	471	39	352,332 gal	1.1 acre-ft	Roche Avenue Elementary School, >1 mile from the WWTF or effluent line

388 N. Roche St LS	45	58	56	36	138	231	273	270	285	255	379	196	2,222	185	1,662,172 gal	5.1 acre-ft	Roche Avenue Elementary School, >1 mile from the WWTF or effluent line
465 W. Olive Ave	254	321	332	498	856	717	797	532	822	1159	1106	499	7,893	658	5,904,374 gal	18.1 acre-ft	Porterville High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Olive Street Elementary
465 W. Olive Ave-1	160	32	11	198	948	1899	2645	2219	2699	2646	1786	729	15,972	1,331	11,947,887 gal	36.7 acre-ft	Porterville High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Olive Street Elementary
500 E. Mulberry	1.0	0.0	0.0	332	504	565	1031	1009	953	1259	1291	681	7,626	636	5,704,645 gal	17.5 acre-ft	Los Robles Elementary School, >1 mile from the WWTF or effluent line
500 E. Mulberry LS	34	51	110	71	63	58	6.0	8.0	63	73	72	63	672	56	502,691 gal	1.5 acre-ft	Los Robles Elementary School, >1 mile from the WWTF or effluent line
534 N. E St	0.0	4.0	5.0	7.0	6.0	5.0	3.0	1.0	5.0	6.0	7.0	4.0	53	4.4	39,647 gal	0.1 acre-ft	Porterville Unified School District, >1 mile from the WWTF or effluent line
534 N. E St-2	3.0	5.0	6.0	9.0	6.0	12	6.0	6.0	12	10	13	6.0	94	7.8	70,317 gal	0.2 acre-ft	Porterville Unified School District, >1 mile from the WWTF or effluent line
600 W. Grand	1.0	15	2.0	2.0	2.0	1.0	1.0	2.0	3.0	1.0	2.0	47	79	6.6	59,096 gal	0.2 acre-ft	Porterville Unified School District - District Offices, >1 mile from the WWTF or effluent line
605 W. Memory Ln	3.0	3.0	4.0	5.0	5.0	3.0	2.0	3.0	3.0	4.0	4.0	3.0	42	3.5	31,418 gal	0.1 acre-ft	Porterville Unified School District - District Offices, >1 mile from the WWTF or effluent line
606 W. Memory Ln	13	14	7.0	11	14	20	16	14	17	15	18	6.0	165	14	123,429 gal	0.4 acre-ft	Porterville Unified School District - District Offices, >1 mile from the WWTF or effluent line
632 W. Grand Ave	11	11	13	15	14	20	37	31	27	31	34	5.0	249	21	186,265 gal	0.6 acre-ft	Porterville Unified School District - District Offices, >1 mile from the WWTF or effluent line
645 N. Prospect	2.0	6.0	7.0	44	48	63	78	88	69	106	93	26	630	53	471,273 gal	1.4 acre-ft	Prospect Education Center School w/ ~0.2 acres of green area, within the 1-mile buffer
645 N. Prospect-1	1.0	5.0	7.0	7.0	7.0	9.0	0.0	4.0	4.0	5.0	6.0	4.0	59	4.9	44,135 gal	0.1 acre-ft	Prospect Education Center School w/ ~0.2 acres of green area, within the 1-mile buffer
701 W. Westfield Ave	14	34	65	66	48	42	5.0	8.0	39	44	58	46	469	39	350,836 gal	1.1 acre-ft	Monte Vista School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
701 W. Westfield Ave LS	35	1.0	2.0	155	359	571	771	930	931	859	1122	546	6,282	524	4,699,263 gal	14.4 acre-ft	Monte Vista School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
900 W. Pioneer	51	58	89	114	71	81	56	146	82	81	132	59	1,020	85	763,013 gal	2.3 acre-ft	Butterfield Charter High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
900 W. Pioneer-2	2.0	5.0	7.0	7.0	4.0	4.0	2.0	3.0	4.0	5.0	7.0	3.0	53	4.4	39,647 gal	0.1 acre-ft	Butterfield Charter High School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line)
91 S. F St	10	12	30	25	25	14	2.0	19	10	30	21	25	223	19	166,816 gal	0.5 acre-ft	Olive Street Elementary School, >1 mile from the WWTF or effluent line (but nearly at the 1-mile line), Adjacent to Porterville High School
E. Harrison	5.0	2.0	1.0	0.0	0.0	5.0	9.0	9.0	9.0	10	8.0	8.0	66	5.5	49,371 gal	0.2 acre-ft	???
MHS Henderson	235	399	498	420	662	294	503	470	529	614	373	334	5,331	444	3,987,865 gal	12.2 acre-ft	Monache High School, within the 1-mile buffer
MHS Landscape	76	0.0	0.0	1465	894	1884	3879	3293	2703	2508	889	1915	19,506	1,626	14,591,502 gal	44.8 acre-ft	Monache High School, within the 1-mile buffer
MHS Mulberry	1.0	1.0	1.0	114	104	156	230	310	281	325	152	26	1,701	142	1,272,436 gal	3.9 acre-ft	Monache High School, within the 1-mile buffer
TOTAL (100 cuft)	1,903	2,055	2,501	7,321	9,835	13,570	20,468	19,373	22,247	21,379	17,131	8,579	146,362		109,486,387 gal	336 acre-ft	
TOTAL (acre-ft)	4.4	4.7	5.7	16.8	22.6	31.2	47.0	44.5	51.1	49.1	39.3	19.7	336				

2017 Burton School District - Water Usage (100 cuft unless stated otherwise)																	
Address	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	2017 Total	Monthly Average	Annual Consumption	Annual Consumption	Notes
1155 N ELDERWOOD ST	40	0.0	0.0	702	1355	114	0.0	0.0	0.0	0.0	0.0	0.0	2,211	184	1,653,943 gal	5.1 acre-ft	Burton Middle School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
1155 N ELDERWOOD-1	2.0	22	15	21	21	3.0	0.0	10	8.0	16	24	15	157	13	117,444 gal	0.4 acre-ft	Burton Middle School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
1509 N LOMBARDI ST	236	242	250	545	490	559	1002	921	848	690	710	135	6628	552	4,958,089 gal	15.2 acre-ft	Summit Charter Academy Lombardi Campus, >1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
1509 N LOMBARDI ST-2	17	21	39	35	25	10	8.0	11	13	13	16	8.0	216	18	161,579 gal	0.5 acre-ft	Summit Charter Academy Lombardi Campus, >1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
15550 REDWOOD ST	216	0.0	338	1215	658	1137	2374	1017	1323	597	1641	3.0	10519	877	7,868,759 gal	24.1 acre-ft	Summit Charter Collegiate Academy, within the 1-mile buffer
15550 REDWOOD ST-2	41	78	68	91	56	20	7.0	31	64	85	107	56	704	59	526,629 gal	1.6 acre-ft	Summit Charter Collegiate Academy, within the 1-mile buffer
175 S MATHEW ST	10	23	30	38	25	6.0	2.0	14	28	40	35	18	269	22	201,226 gal	0.6 acre-ft	Summit Charter Academy, within the 1-mile buffer
1885 W MULBERRY	38	51	51	76	89	57	101	190	141	162	175	96	1227	102	917,860 gal	2.8 acre-ft	Oak Grove Elementary School, within the 1-mile buffer
2283 W MORTON AVE	0.0	0.0	0.0	1.0	5.0	8.0	0.0	1.0	0.0	0.0	1.0	1.0	17	1.4	12,717 gal	0.0 acre-ft	Burton Elementary School, within the 1-mile buffer
2440 W HENDERSON AVE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	2.0	0.2	1,496 gal	0.0 acre-ft	The River Church w/ ~5.25 acres of green area, within the 1-mile buffer
2440 W HENDERSON AVE-1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0 gal	0.0 acre-ft	The River Church w/ ~5.25 acres of green area, within the 1-mile buffer
252 N WESTWOOD ST	0.0	0.0	0.0	99	391	281	844	847	887	878	749	441	5417	451	4,052,198 gal	12.4 acre-ft	Jim Maples Academy, within the 1-mile buffer
252 N WESTWOOD ST-2	0.0	0.0	0.0	88	338	234	813	841	901	837	704	323	5079	423	3,799,356 gal	11.7 acre-ft	Jim Maples Academy, within the 1-mile buffer
2573 W WESTFIELD AVE	10	41	46	44	48	11	2.0	18	44	43	50	37	394	33	294,732 gal	0.9 acre-ft	William R Buckley Elementary School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
2573 W WESTFIELD AVE-2	14	15	18	280	376	495	878	546	784	753	302	18	4479	373	3,350,525 gal	10.3 acre-ft	William R Buckley Elementary School, ~1 mile from the effluent line, near planned recharge basin and Friant-Kern canal
264 N WESTWOOD ST	3.0	7.0	5.0	22	73	45	47	51	105	68	70	46	542	45	405,444 gal	1.2 acre-ft	Burton Elementary School, within the 1-mile buffer
264 N WESTWOOD ST-1	1.0	1.0	2.0	7.0	5.0	6.0	11	16	24	13	35	33	154	13	115,200 gal	0.4 acre-ft	Burton Elementary School, within the 1-mile buffer
264 N WESTWOOD ST-2	37	40	76	133	263	146	229	164	237	225	252	275	2077	173	1,553,704 gal	4.8 acre-ft	Burton Elementary School, within the 1-mile buffer
275 S MATHEW ST-1	0.0	0.0	0.0	533	262	481	734	715	570	761	800	3.0	4859	405	3,634,785 gal	11.2 acre-ft	Summit Charter Academy, within the 1-mile buffer
TOTAL (100 cuft)	665	541	938	3,930	4,480	3,613	7,052	5,393	5,977	5,181	5,671	1,510	44,951		33,625,685 gal	103 acre-ft	
TOTAL (acre-ft)	1.5	1.2	2.2	9.0	10.3	8.3	16.2	12.4	13.7	11.9	13.0	3.5	103				

2017 City Parks - Water Usage (100 cuft unless stated otherwise)																		
Park - #	Address	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	2017 Total	Monthly Average	Annual Consumption	Annual Consumption	Notes
Barn-1	?	0.0	0.0	0.0	0.0	14	83	76	100	96	84	138	33	624	52	466,784 gal	1.4 acre-ft	Barn Theater w/ ~0.7 acres of green area, >1 mile from the WWTF or effluent line
Chase-1	356 E Chase Avenue	0.0	0.0	0.0	0.0	1.0	337	303	319	317	280	403	264	2224	185	1,663,668 gal	5.1 acre-ft	Fallen Heroes Park, >1 mile from the WWTF or effluent line
Chase-2	356 E Chase Avenue	5.0	3.0	7.0	12	8.0	8.0	18	198	259	20	7.0	6.0	551	46	412,177 gal	1.3 acre-ft	Fallen Heroes Park, >1 mile from the WWTF or effluent line
Golfcourse-1	702 E Isham Avenue	0.0	0.0	9.0	1830	2753	3885	5443	7074	7692	4218	3230	1054	37188	3,099	27,818,558 gal	85.4 acre-ft	Porterville Municipal Golf Course, >1 mile from the WWTF or effluent line
Golfcourse-2	702 E Isham Avenue	0.0	0.0	0.0	70	94	121	155	174	195	157	140	0.0	1106	92	827,346 gal	2.5 acre-ft	Porterville Municipal Golf Course, >1 mile from the WWTF or effluent line
Golfcourse-3	702 E Isham Avenue	6.0	4.0	7.0	7.0	9.0	18	18	10	12	12	0.0	0.0	103	8.6	77,049 gal	0.2 acre-ft	Porterville Municipal Golf Course, >1 mile from the WWTF or effluent line
Hayes Field-1	945 W Mulberry Avenue	0.0	0.0	0.0	9.0	15	2.0	1.0	0.0	0.0	1.0	0.0	1.0	29	2.4	21,694 gal	0.1 acre-ft	Hayes Field, within the 1-mile buffer
Lime Street	855 N Lime Street	0.0	0.0	0.0	0.0	1.0	15	49	48	124	96	102	26	461	38	344,852 gal	1.1 acre-ft	Olivewood Mini Park, >1 mile from the WWTF or effluent line
Main St Park	765 or 296 N Main Street	0.0	0.0	0.0	0.0	15	57	57	71	55	69	61	28	413	34	308,945 gal	0.9 acre-ft	Main St Park (either 765 or 296 N Main St) Both addresses are >1 mile from the WWTF or effluent line
Murry-1	500 E Putnam Avenue	0.0	0.0	0.0	0.0	359	0.0	0.0	0.0	0.0	0.0	2527	0.0	2886	241	2,158,878 gal	6.6 acre-ft	Murry Park, 500 E Putnam Avenue, >1 mile from the WWTF or effluent line, adjacent to Porterville Municipal Golf Course
OHV-1	2701 W Scranton Avenue	0.0	0.0	0.0	2.0	27	23	84	237	19	38	80	36	546	46	408,436 gal	1.3 acre-ft	OHV Park and Porterville Sports Complex, within the 1-mile buffer
Sewer 4"	?	0.0	0.0	36	215	250	135	226	717	603	438	461	172	3253	271	2,433,413 gal	7.5 acre-ft	OHV Park and Porterville Sports Complex, within the 1-mile buffer
Sports Plex-1	2701 W Scranton Avenue	83	55	93	906	7898	10491	9959	8231	7194	5443	6130	24	56507	4,709	42,270,174 gal	129.7 acre-ft	OHV Park and Porterville Sports Complex, within the 1-mile buffer

Sports Plex-2	2701 W Scranton Avenue	0.0	1.0	3.0	2.0	1.0	0.0	2.0	1.0	2.0	3.0	2.0	0.0	17	1.4	12,717 gal	0.0 acre-ft	OHV Park and Porterville Sports Complex, within the 1-mile buffer
Sports Plex-3	2701 W Scranton Avenue	5.0	2.0	7.0	17	10	6.0	9.0	13	9.0	13	11	1.0	103	8.6	77,049 gal	0.2 acre-ft	OHV Park and Porterville Sports Complex, within the 1-mile buffer
Vetrans-1	1501 W Henderson Avenue	0.0	0.0	14	4.0	556	-798	1408	1534	952	996	827	0.0	5493	458	4,109,050 gal	12.6 acre-ft	Veterans Park, within the 1-mile buffer
Vetrans-2	1501 W Henderson Avenue	1.0	0.0	1.0	0.0	108	124	221	244	143	135	124	0.0	1101	92	823,605 gal	2.5 acre-ft	Veterans Park, within the 1-mile buffer
Vetrans-3	1501 W Henderson Avenue	1.0	0.0	0.0	0.0	439	383	682	743	436	449	290	0.0	3423	285	2,560,582 gal	7.9 acre-ft	Veterans Park, within the 1-mile buffer
Vetrans-4	1501 W Henderson Avenue	0.0	0.0	0.0	0.0	184	213	373	407	242	243	167	0.0	1829	152	1,368,187 gal	4.2 acre-ft	Veterans Park, within the 1-mile buffer
Vetrans-5	1501 W Henderson Avenue	5.0	0.0	0.0	2.0	154	229	392	635	244	376	260	0.0	2297	191	1,718,275 gal	5.3 acre-ft	Veterans Park, within the 1-mile buffer
Zalud-1	700 N El Granito Street	1.0	2.0	0.0	5.0	315	1265	1500	1614	1503	1059	678	365	8307	692	6,214,068 gal	19.1 acre-ft	Zalud Park, 700 N El Granito Street, >1 mile from the WWTF or effluent line
Zalud-2	700 N El Granito Street	4.0	3.0	6.0	16	12	8.0	9.0	9.0	64	16	8.0	5.0	160	13	119,688 gal	0.4 acre-ft	Zalud Park, 700 N El Granito Street, >1 mile from the WWTF or effluent line
TOTAL (100 cuft)		111	70	183	3,097	13,223	16,605	20,985	22,379	20,161	14,146	15,646	2,015	128,621		96,215,196 gal	295 acre-ft	
TOTAL (acre-ft)		0.3	0.2	0.4	7.1	30.4	38.1	48.2	51.4	46.3	32.5	35.9	4.6	295				

Miscellaneous Connections

Account Name & Service Address		Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	2017 Total (unit = 748 gal)	2017 Total (gal)	2017 Total (ac-ft)
49-00095-02 Tulare Co Jr Livestock Show	2700 W Tea Pot Dome Ave	0.00	0.00	0.00	482.00	168.00	290.00	322.00	324.00	137.00	764.00	784.00	0.00	3,271	2,446,708	7.51
43-02810-01 Porterville Veteran Memorial	1900 W Olive Avenue	10.00	10.00	17.00	63.00	56.00	49.00	78.00	64.00	57.00	49.00	51.00	37.00	541	404,668	1.24
36-10194-01 City of Porterville	2411 W Porter Creek Ave	0.00	0.00	0.00	61.00	118.00	75.00	112.00	112.00	122.00	140.00	163.00	90.00	993	742,764	2.28
36-03100-00 Holiday Retirement Site (Sierra Hills)	2500 W Henderson Ave	0.00	0.00	0.00	262.00	428.00	557.00	483.00	507.00	542.00	602.00	515.00	330.00	4,226	3,161,048	9.70

2017 Caltrans

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual Units	Monthly Average	Annual Consumpt ion in MG (gal?)
Hwy 190 & Main	0	0	0	0	0	0	0	0	0	0	0	0	0		
Henderson & Hwy 65	0	0	0	16	81	159	237	267	132	95	328	196	1511	125.92	1,130,228
S/W Olive & Hwy 65	0	0	0	0	140	150	308	211	270	104	292	114	1589	132.42	1,188,572
Poplar E of Halsey	0	0	0	8	138	180	311	319	282	218	131	58	1645	137.08	1,230,460
Hwy 190 & S. Jaye	0	0	0	0	21	179	226	243	91	228	278	87	1353	112.75	1,012,044
1331 S. Second St.	13	13	17	13	1	28	38	15	18	5	61	12	234	19.50	175,032
N. Porter & Tomah	0	0	0	0	118	208	60	357	340	258	352	163	1856	154.67	1,388,288
1331 S. Second St.	6	3	5	6	4	13	9	10	9	4	2	2	73	6.08	54,604
190 Hwy East	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0
Hwy 65 & Mulberry	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0
Olive W. of Union St.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0
Hwy 190 & Cottage St.	0	0	0	0	60	68	159	214	110	149	112	87	959	79.92	717,332
Hwy 65 & Henderson	0	0	0	0	112	73	152	89	35	99	191	100	851	70.92	636,548
TOTAL (100 cuft)	19	16	22	43	675	1,058	1,500	1,725	1,287	1,160	1,747	819	10,071	839	
TOTAL (ac-ft)	0.044	0.037	0.051	0.099	1.549	2.429	3.443	3.960	2.954	2.663	4.010	1.880	23.118	1.927	

Appendix C

COMMUNICATION WITH AGRICULTURAL DISTRICTS CONFIRMING RECYCLED WATER INTEREST AND CAPACITY

Appendix D

RECYCLED WATER ALTERNATIVES SCORING

Treatment Reliability/ Flexibility		Low Reliability/ Flexibility (0-1)	Medium Reliability/ Flexibility (2-3)	High Reliability/ Flexibility (4-5)	Input score (0-5)
1	No Project				0
2a	Restricted Irrigation on City Land (MBR)				5
2b	Restricted Irrigation on City Land (CAS)				3
3a	Unrestricted Irrigation on City Land (MBR)				5
3b	Unrestricted Irrigation on City Land (CAS)				3
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				5
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				5
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				3
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				3

Conveyance Reliability/ Flexibility/ Redundancy		Low Reliability/ Flexibility (0-1)	Medium Reliability/ Flexibility (2-3)	High Reliability/ Flexibility (4-5)	Input score (0-5)
1	No Project				0
2a	Restricted Irrigation on City Land (MBR)				3
2b	Restricted Irrigation on City Land (CAS)				3
3a	Unrestricted Irrigation on City Land (MBR)				3
3b	Unrestricted Irrigation on City Land (CAS)				3
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				4
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				5
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				4
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				5

Consistency with City's Water Supply Portfolio Goal		Low Consistency (0-1)	Medium Consistency (2-3)	High Consistency (4-5)	Input score (0-5)
1	No Project				0
2a	Restricted Irrigation on City Land (MBR)				0
2b	Restricted Irrigation on City Land (CAS)				0
3a	Unrestricted Irrigation on City Land (MBR)				0
3b	Unrestricted Irrigation on City Land (CAS)				0
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				5
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				5
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				5
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				5

Higher Beneficial Use of Recycled Water		Low Beneficial Use (0-1)	Medium Beneficial Use (2-3)	High Beneficial Use (4-5)	Input score (0-5)
1	No Project				0
2a	Restricted Irrigation on City Land (MBR)				1
2b	Restricted Irrigation on City Land (CAS)				1
3a	Unrestricted Irrigation on City Land (MBR)				3
3b	Unrestricted Irrigation on City Land (CAS)				3
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				5
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				5
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				5
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				5

Potential Environmental Issues		Low Potential (0-1)	Medium Potential (2-3)	High Potential (4-5)	Input score (0-5)
1	No Project				5
2a	Restricted Irrigation on City Land (MBR)				3
2b	Restricted Irrigation on City Land (CAS)				3
3a	Unrestricted Irrigation on City Land (MBR)				3
3b	Unrestricted Irrigation on City Land (CAS)				3
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				2
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				2
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				2
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				2

Regulatory		High Potential for Hurdles (0-1)	Medium Potential for Hurdles (2-3)	Little to No Potential for Hurdles (4-5)	Input score (0-5)
1	No Project				1
2a	Restricted Irrigation on City Land (MBR)				4
2b	Restricted Irrigation on City Land (CAS)				4
3a	Unrestricted Irrigation on City Land (MBR)				4
3b	Unrestricted Irrigation on City Land (CAS)				4
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				2
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				2
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				2
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				2

Legal & Institutional		High Potential for Hurdles (0-1)	Medium Potential for Hurdles (2-3)	Little to No Potential for Hurdles (4-5)	Input score (0-5)
1	No Project				5
2a	Restricted Irrigation on City Land (MBR)				5
2b	Restricted Irrigation on City Land (CAS)				5
3a	Unrestricted Irrigation on City Land (MBR)				5
3b	Unrestricted Irrigation on City Land (CAS)				5
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				3
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				3
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				3
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				3

Time to Implement		Most Time to Implement (0-1)	Medium Time to Implement (2-3)	Least Time to Implement (4-5)	Input score (0-5)
1	No Project				5
2a	Restricted Irrigation on City Land (MBR)				3
2b	Restricted Irrigation on City Land (CAS)				3
3a	Unrestricted Irrigation on City Land (MBR)				3
3b	Unrestricted Irrigation on City Land (CAS)				3
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				3
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				3
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				3
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				3

Reuse Flexibility/ Adaptability		Low Flexibility (0-1)	Medium Flexibility (2-3)	High Flexibility (4-5)	Input score (0-5)
1	No Project				0
2a	Restricted Irrigation on City Land (MBR)				1
2b	Restricted Irrigation on City Land (CAS)				1
3a	Unrestricted Irrigation on City Land (MBR)				2
3b	Unrestricted Irrigation on City Land (CAS)				2
4a	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Separate Effluent Pump Stations				5
4b	Unrestricted Irrigation at Agricultural District -MBR, Split Disinfection and Combined Effluent Pump Stations				5
4c	Unrestricted Irrigation at Agricultural District - CAS with Split Tertiary/Disinfection & Separate Effluent Pump Stations				5
4d	Unrestricted Irrigation with Irrigation District -CAS with Centralized Tertiary/Disinfection & Combined Effluent Pump Stations				5

Appendix E

TOTAL EQUIPMENT COSTS FOR UV OPTIONS

Porterville, CA

Direct Cost Adders

Contingency	30	%
General Conditions	15	%
Contractor Overhead & Profit	12	%
Sales Tax on Direct Costs	8.5	%

RW Feasibility Study Alt #	4a	4a	4b	4c	4c	4d	3a	3b
RW Feasibility Study Trtmt + capacity	MBR 10 MGD	MBR 5 mgd	MBR 10 MGD	CAS 10 MGD	CAS 5 MGD	CAS 17 MGD	CAS 7 MGD	MBR 7 MGD

Construction Costs

Description	WEDECO Duron	WEDECO Duron	WEDECO LBX1500	WEDECO Duron	WEDECO Duron	WEDECO Duron	WEDECO Duron	WEDECO LBX1500
	Option 1A	Option 1B	Option 2	Option 3A	Option 3B	Option 4	Option X	Option Y
Equipment Costs								
UV Disinfection System (Complete)	\$1,080,000	\$755,000	\$855,000	\$1,890,000	\$1,080,000	\$2,350,000	\$1,470,000	\$680,000
Total Equipment Costs:	\$1,080,000	\$755,000	\$855,000	\$1,890,000	\$1,080,000	\$2,350,000	\$1,470,000	\$680,000
Construction Costs (Estimated)								
Demolition								
Civil/Mechanical								
Electrical & Instrumentation								
Roof Shelter/Davit Crane								
Building for Electrical Equipment								
Sub-Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency (30%):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Conditions (15%):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contractor Overhead & Profit (12%):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Construction Costs:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-Total (Equip.+ Constr.):	\$4,320,000	\$3,020,000	\$2,993,000	\$7,560,000	\$4,320,000	\$9,400,000	\$5,880,000	\$2,380,000
Sales Tax (8.5%):	\$367,000	\$257,000	\$254,000	\$643,000	\$367,000	\$799,000	\$500,000	\$202,000
Total:	\$4,687,000	\$3,277,000	\$3,247,000	\$8,203,000	\$4,687,000	\$10,199,000	\$6,380,000	\$2,582,000

Construction / Equipment Cost Ratio	4.00	4.00	3.50	4.00	4.00	4.00	4.00	3.50
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Appendix F

O&M COST BASIS FOR UV

RW Feasibility Study Alt #	4a	4a	4b	4c	4c	4d	3a	3b
RW Feasibility Study Trtmt + capacity	MBR 10 MGD	MBR 5 mgd	MBR 10 MGD	CAS 10 MGD	CAS 5 MGD	CAS 17 MGD	CAS 7 MGD	MBR 7 MGD

Porterville, CA

Description	WEDECO Duron	WEDECO Duron	WEDECO LBX1500	WEDECO Duron	WEDECO Duron	WEDECO Duron	WEDECO Duron	WEDECO LBX1500
	Option 1A	Option 1B	Option 2	Option 3A	Option 3B	Option 4	Option X	Option Y
Equipment Costs (Estimates)								
UV Disinfection System	1,080,000	755,000	855,000	1,890,000	1,080,000	2,350,000	1,470,000	680,000
Total Equipment Costs:	\$ 1,080,000	\$ 755,000	\$ 855,000	\$ 1,890,000	\$ 1,080,000	\$ 2,350,000	\$ 1,470,000	\$ 680,000
Operation and Maintenance Cost Information								
Power Consumption								
Power Consumption (kW) at Average Conditions ⁽¹⁾	65.3	33.62	47.04	112.90	68.00	208.32	175.10	47.04
Lamp and Ballast Power Consumption at Full Power, all Lamps (kW)	244.8	163.2	158.4	440.64	244.8	587.52	342.72	118.8
Ancillary Power Consumption per Power Distribution Center (PDC) (Power Supplies, Air Conditioners, Fans, etc.) (kW)	0	0.0	0.0	0	0	0	0.0	0.0
Total Number of PDC's	9	6	8	15	9	20	12	6
(PLC, HMI, Power Supplies, Air Conditioner, Fans, etc.) (kW)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Maximum Power Consumption (kW)	246.8	165.2	160.4	442.6	246.8	589.5	344.7	120.8
Lamp Replacement								
Total Number of Lamps in System	360	240	480	648	360	864	504	360
Number of Lamps Operating at Average Conditions ⁽¹⁾	96	72	240	192	100	336	288	240
Guaranteed Lamp Life (hours)	14000	14000	14000	14000	14000	14000	14000	14000
Lamp Replacement Cost	\$300	\$300	\$150	\$300	\$300	\$300	\$300	\$150
Ballast Replacement								
Total Number of Ballasts in System	180	120	240	324	180	432	252	180
Guaranteed Ballast Life (years)	5	5	5	5	5	5	5	5
Ballast Replacement Cost	\$750	\$750	\$500	\$750	\$750	\$750	\$750	\$500
Quartz Sleeve Replacement								
Total number of Quartz Sleeves in System	360	240	480	648	360	864	504	360
Guaranteed Quartz Sleeve Life (years)	20	20	20	20	20	20	20	20
Quartz Sleeve Replacement Cost	\$350	\$350	\$125	\$350	\$350	\$350	\$350	\$125
UV Intensity Sensor Replacement								
Total Number of UV Intensity Sensors in System	15	10	8	27	18	36	21	6
Guaranteed UV Sensor Life (years)	10	10	10	10	10	10	10	10
UV Intensity Sensor Replacement Cost	\$750	\$750	\$850	\$750	\$750	\$750	\$750	\$850
Annual Cost for Duty and Reference Sensors Calibration	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Cleaning System - Wiper Replacement Cost								
Total Number of Automatic Cleaning Wipers in System	720	480	960	1296	720	1728	1008	720
Guaranteed Wiper Life (years)	2	2	2	2	2	2	2	2
Wiper Replacement Cost	\$40	\$40	\$20	\$40	\$40	\$40	\$40	\$20
Annual Cost for Automatic Cleaning System Consumables (Cleaning Solution, etc.)	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200

Notes: (1) Average Conditions is defined as the average flow rate and an average UV transmittance. Use the design End of Lamp Life and Fouling factors in your calculations.

City of Porterville Recycled Water Feasibility Study

City Council Meeting January 21, 2020

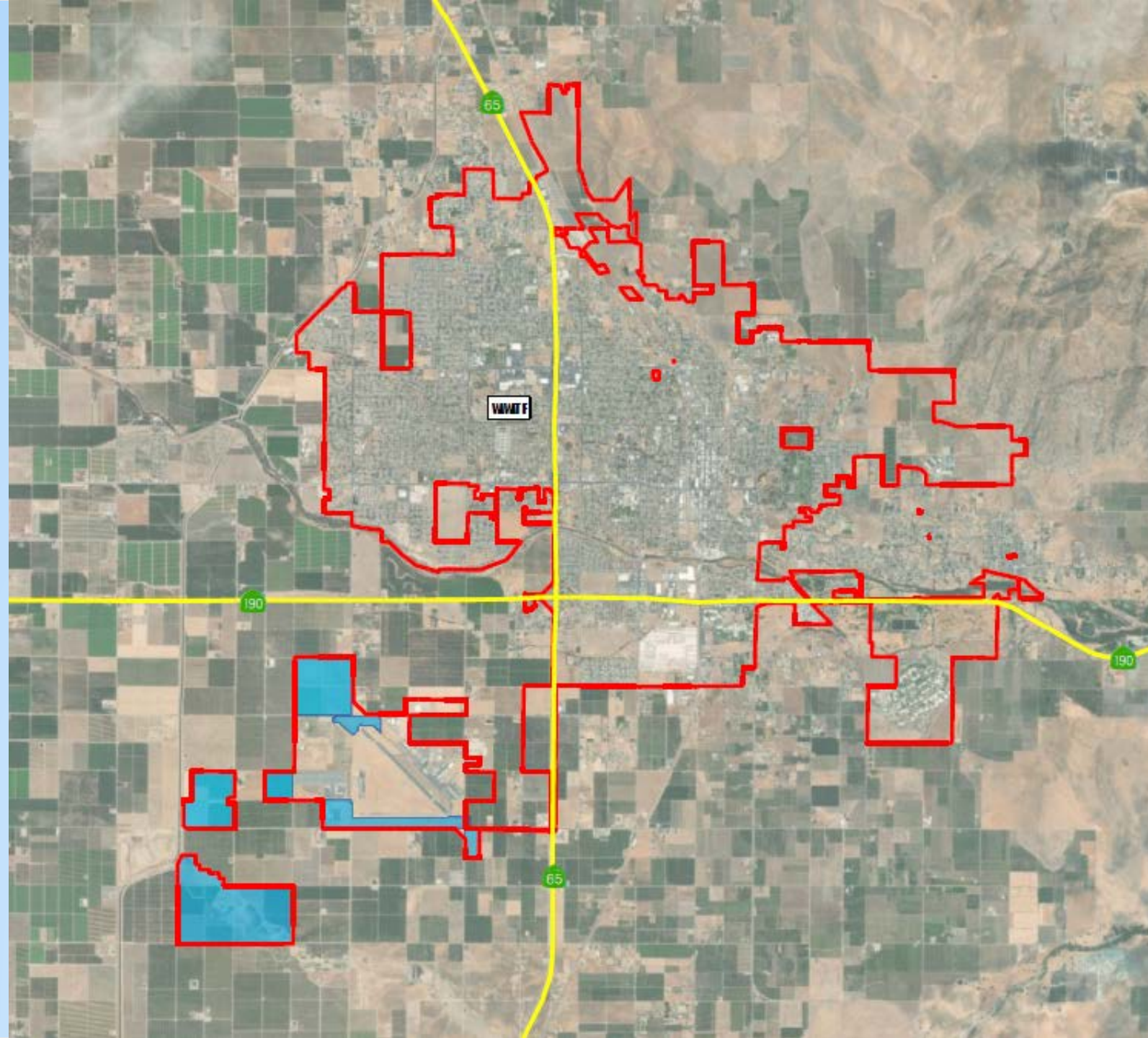


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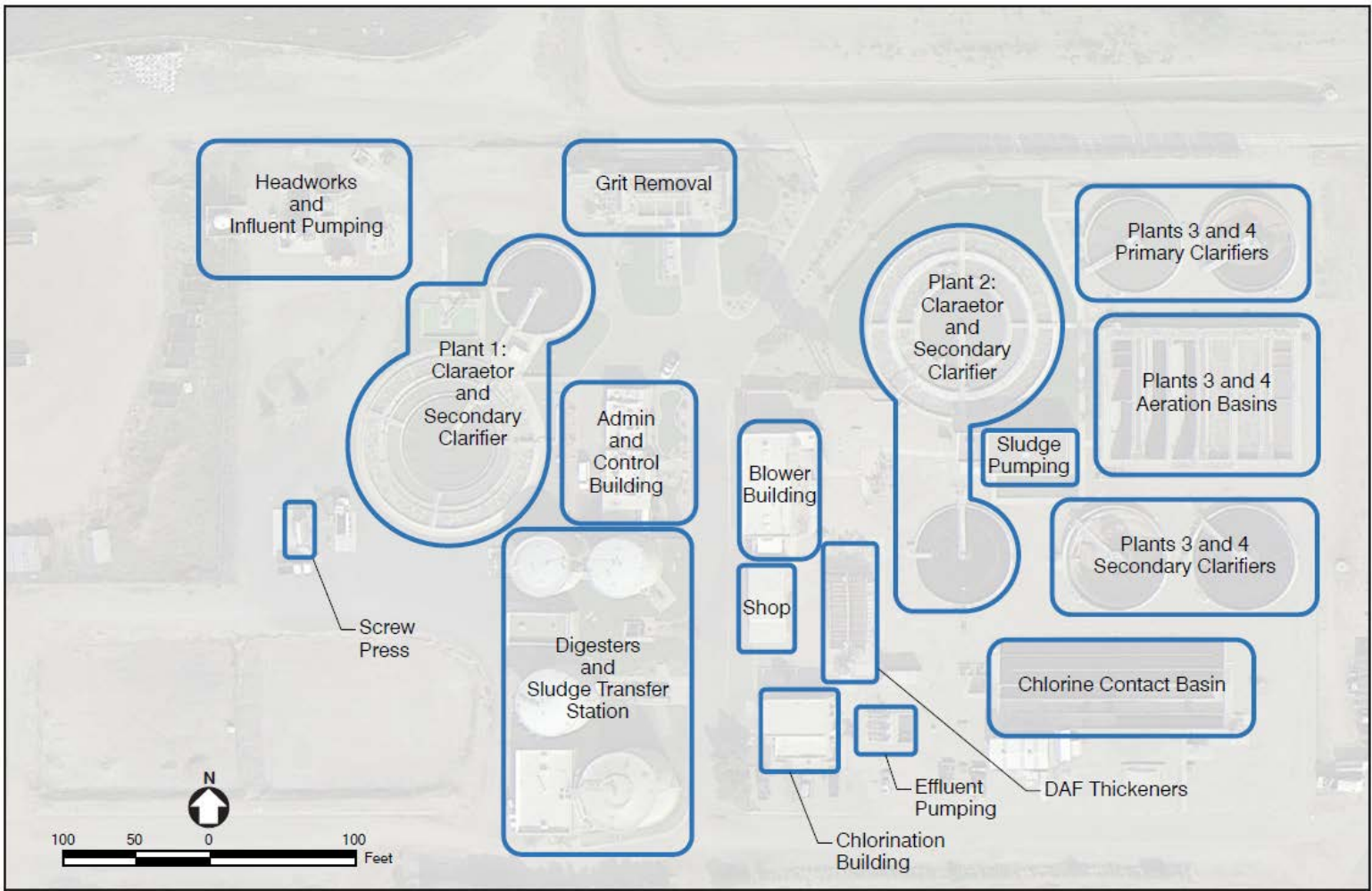
Location of WWTF and Reclamation Area

- Undisinfected secondary effluent
- 705 acres
- Effluent & biosolids reuse
- Feed/fodder crops
- Restricted irrigation
- Effluent percolation



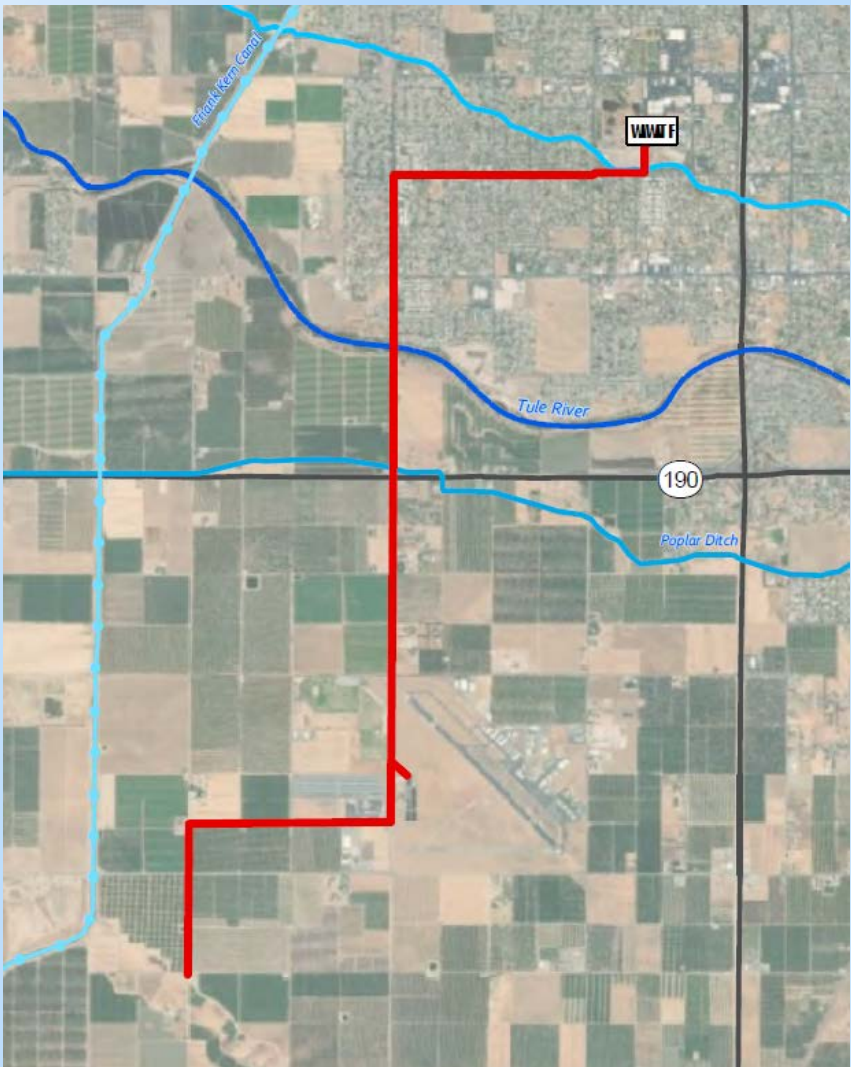
Current Secondary Treatment Facilities

W. Grand Ave & N. Prospect Street

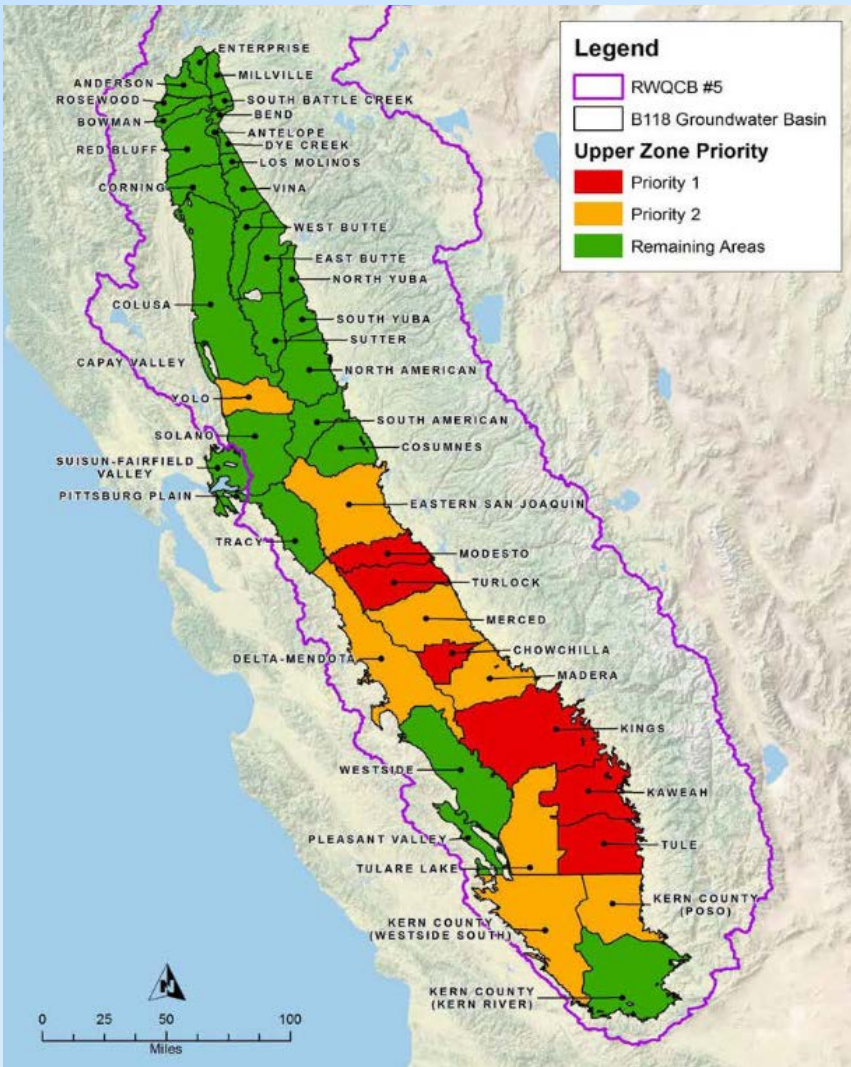


Recycled Water Project Drivers

Effluent Pipeline Capacity



Effluent Quality (Nitrates)



Recycled Water Treatment Facilities Are Sized to Meet Average Day Maximum Monthly Flows (ADMMF) and Peak Hour Flows (PHF).

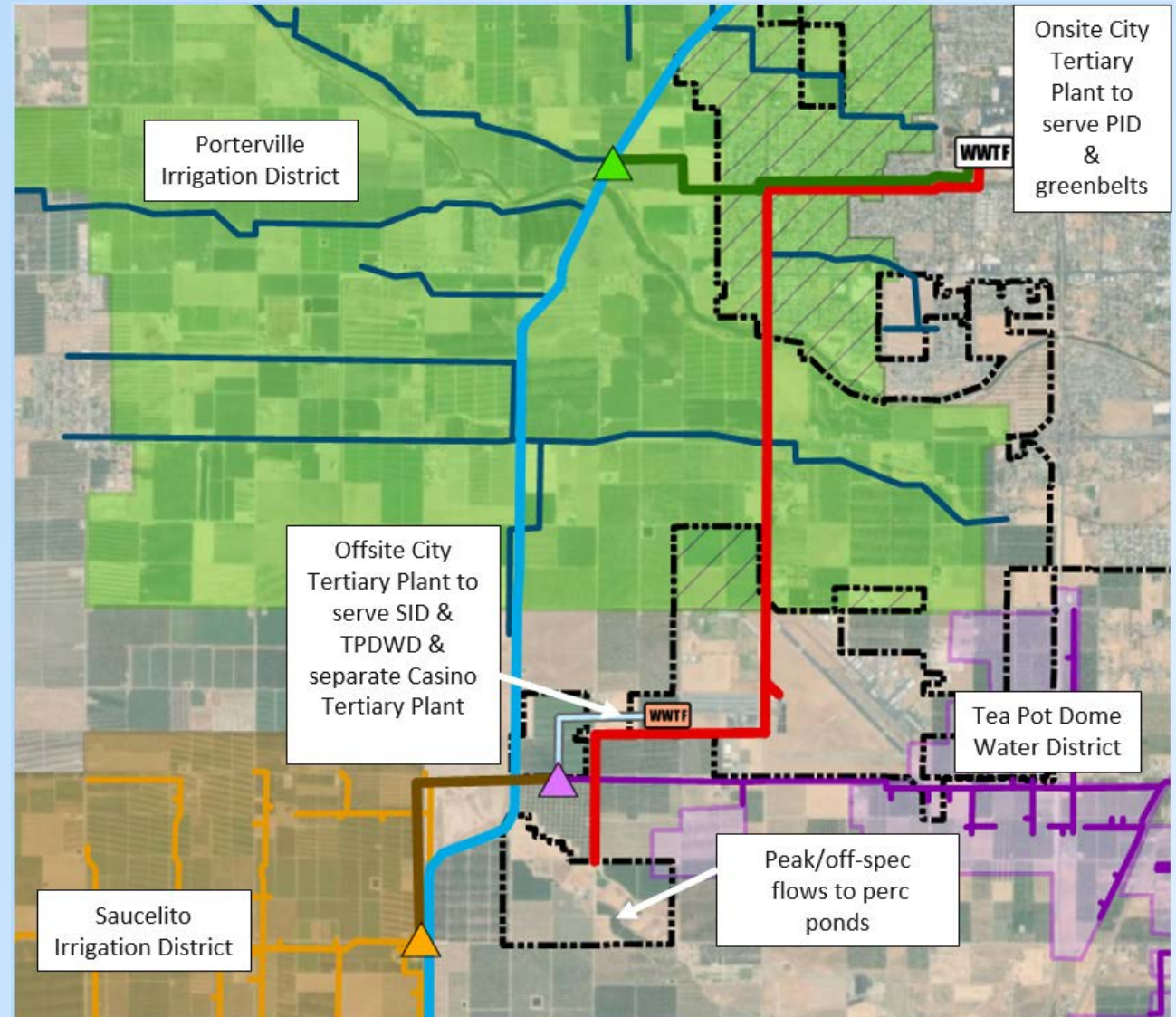
Phase	Year	ADMMF (mgd)	PHF (mgd)
1	2032	7.71	14.22
2	2040	9.40	17.25

Potential Recycled Water Market Opportunities

Reuse Category	Market/User
Restricted Agricultural Reuse (Undisinfected Secondary Recycled Water)	City of Porterville WWTF Current Program Feed/fodder crops at City's permitted reclamation area
Unrestricted Agricultural Irrigation (Disinfected Tertiary Recycled Water) ✓ Selected For New Program	City's reclamation area Agricultural Irrigation Districts with exchange for surface water
Landscape Irrigation (Disinfected Tertiary Recycled Water) ✓ Selected For New Program	Greenbelts, schools, parks along recycled water distribution pipelines

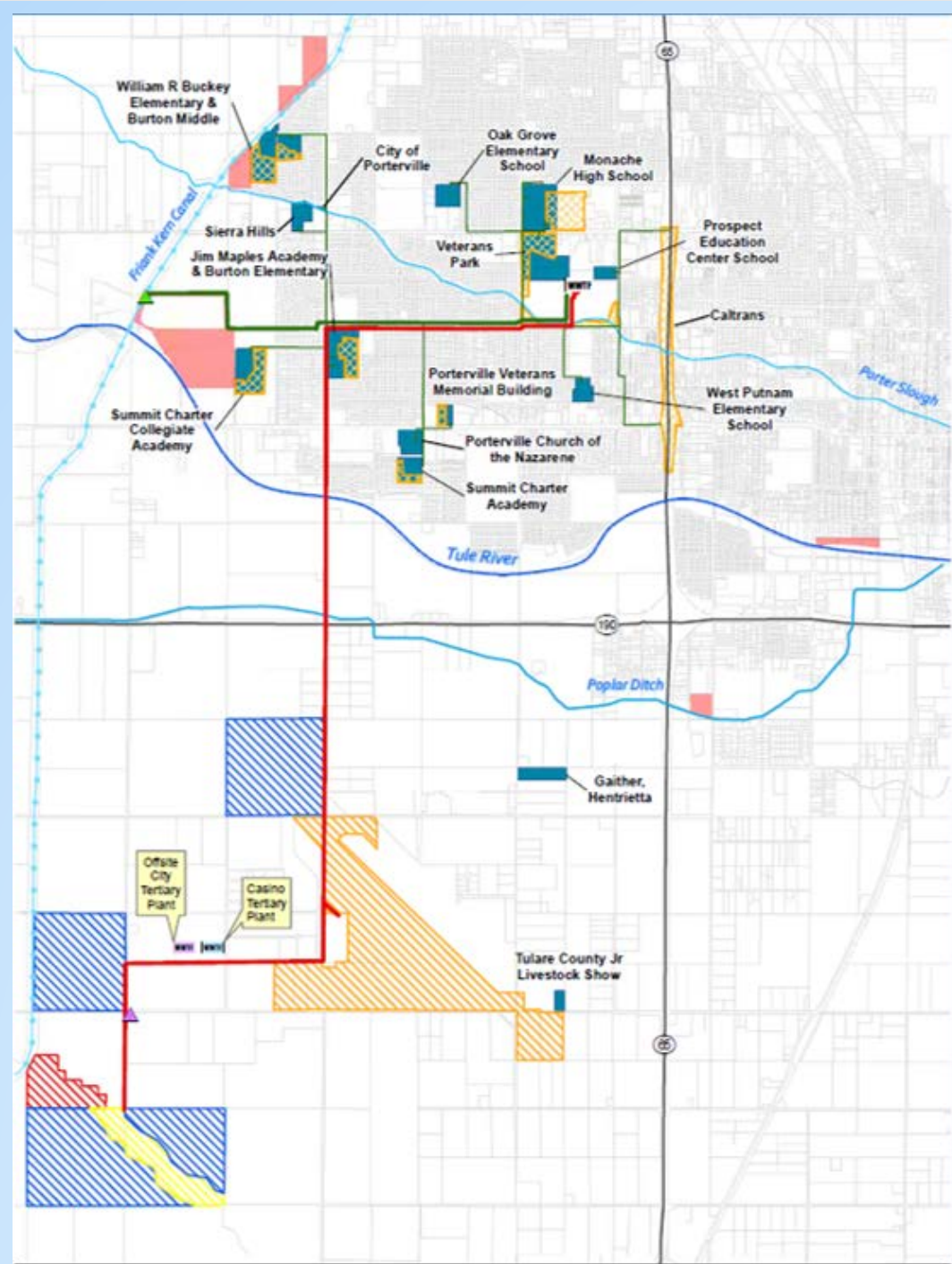
Selected: Reuse Alternative 4b

- Unrestricted Irrigation
- Landscape Irrigators
- One or more Ag districts
- WWTF Upgrade to MBR/UV Technology
 - Membrane bioreactor
 - Ultraviolet light disinfection
- Split treatment & Distribution

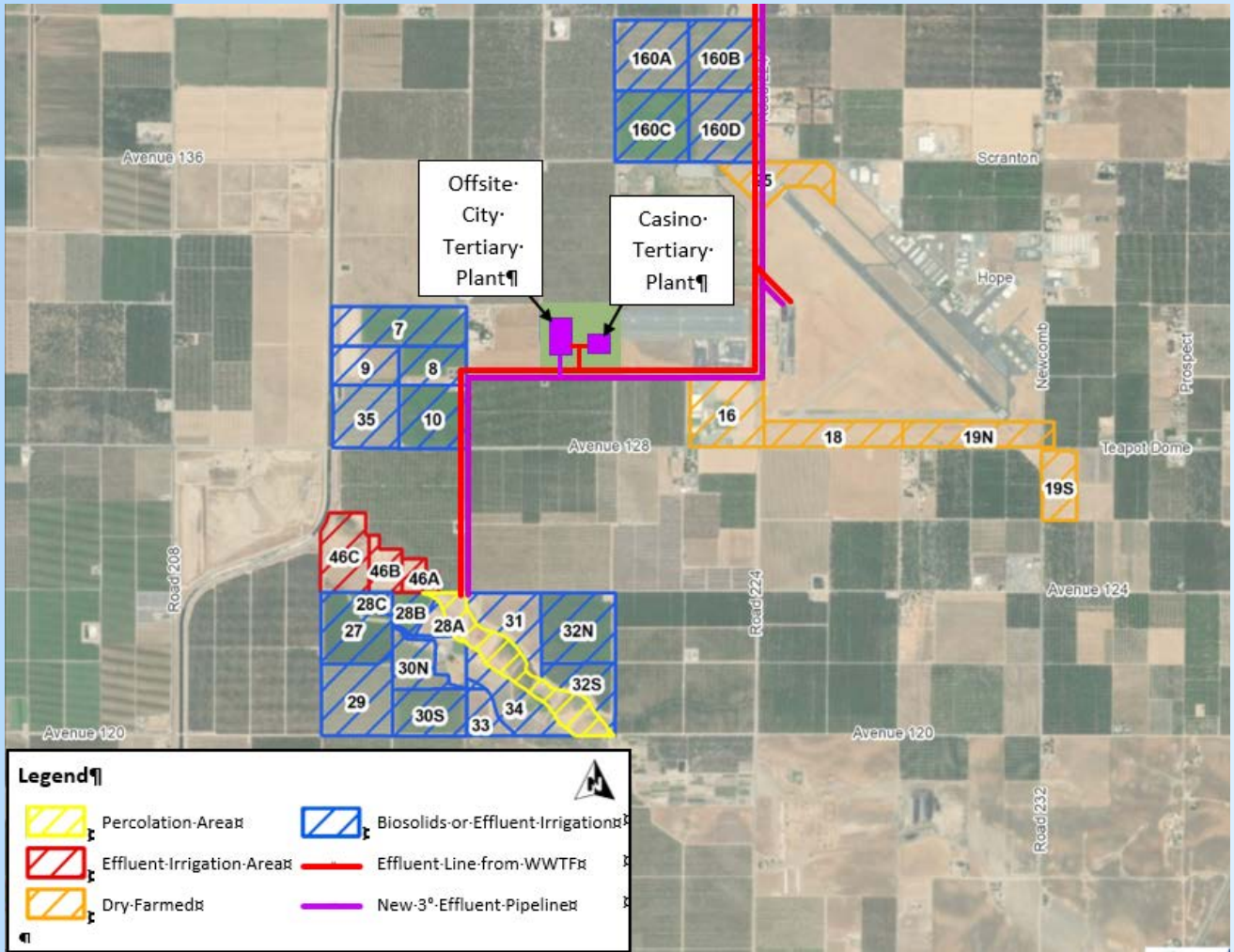


Potential Landscape Irrigation Users

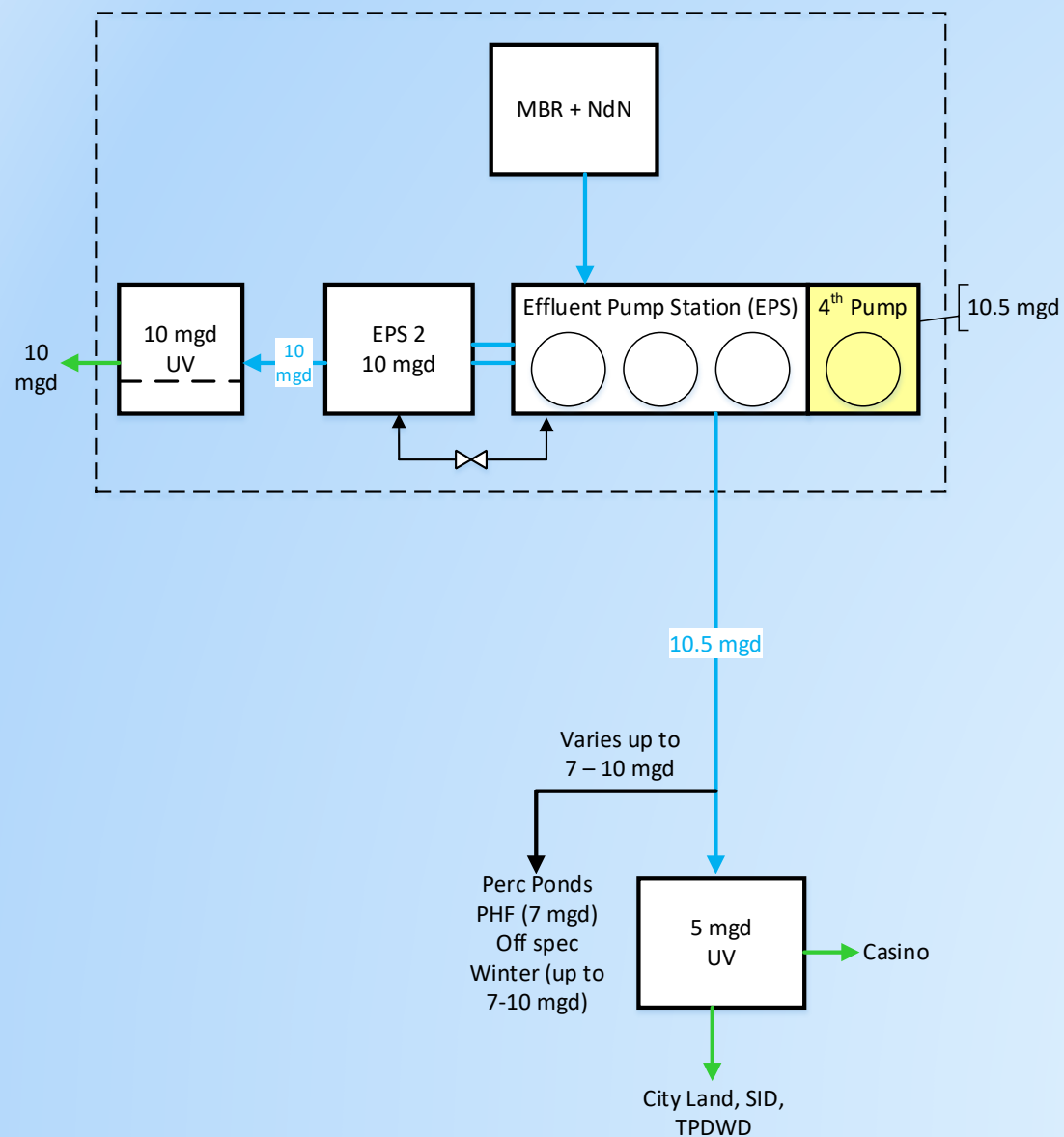
- Focus on schools, parks, green space in proximity to recycled water pipelines.
- Implement where it makes sense.
- Explore other locations as public works projects are implemented.
- Offsets Potable Water Demands
 - Recycled water replaces potable water used for irrigation



Proposed Project 4b Accommodates Casino Project Near Reclamation Area



Alternative 4b – MBR, split disinfection with combined effluent pump stations

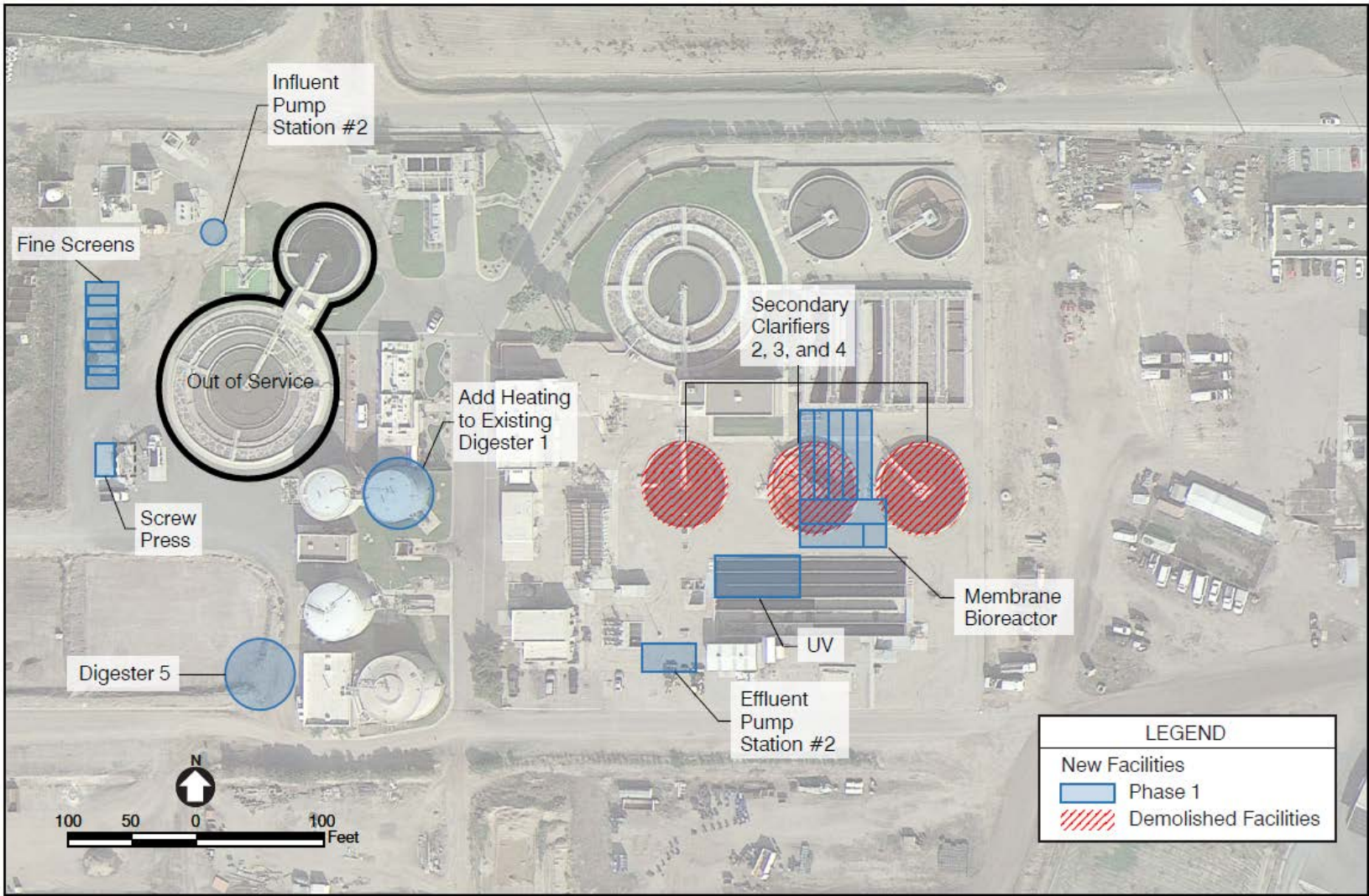


- OPTION 2: MBR & SPLIT UV**
- NdN Upgrade (MBR) Main Plant
 - Split UV Treatment
 - Pump Station / Pipeline reliability
 - Flexibility for PHF
 - Possible UV reactor phasing
 - South alignment for off-spec and peak flows
 - Allows Title 22 redundancy & flexibility because of unknowns (10 + 5 = 15 mgd)

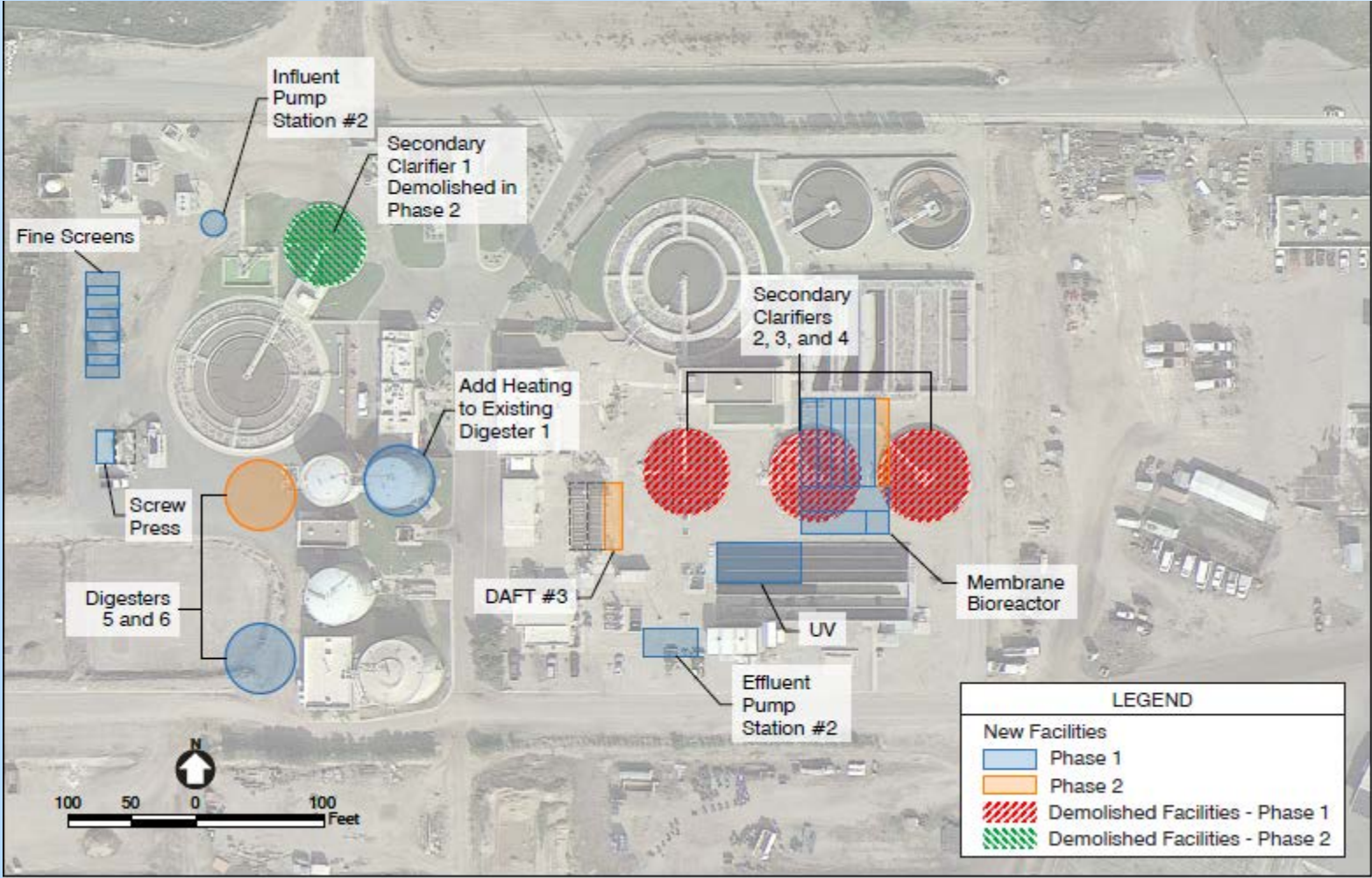
FLOWS		
	ADMMF	PHF
2032	7.7 mgd	14.2 mgd
2040	9.4 mgd	17.3 mgd

LEGEND	
—	Disinfected Tertiary (3°)
—	Undisinfected Tertiary (3°)

MBR/UV Upgrade Phase 1



MBR Upgrade Phase 2 – 9.4 mgd



Project Cost (WWTF + new pipelines)

Table 7.1 Recycled Water Project Phases and Design Criteria

Phase	AADF (mgd)	ADMMF(mgd)	PHF (mgd)
1	7.26	7.71	14.22
2	8.84	9.40	17.25

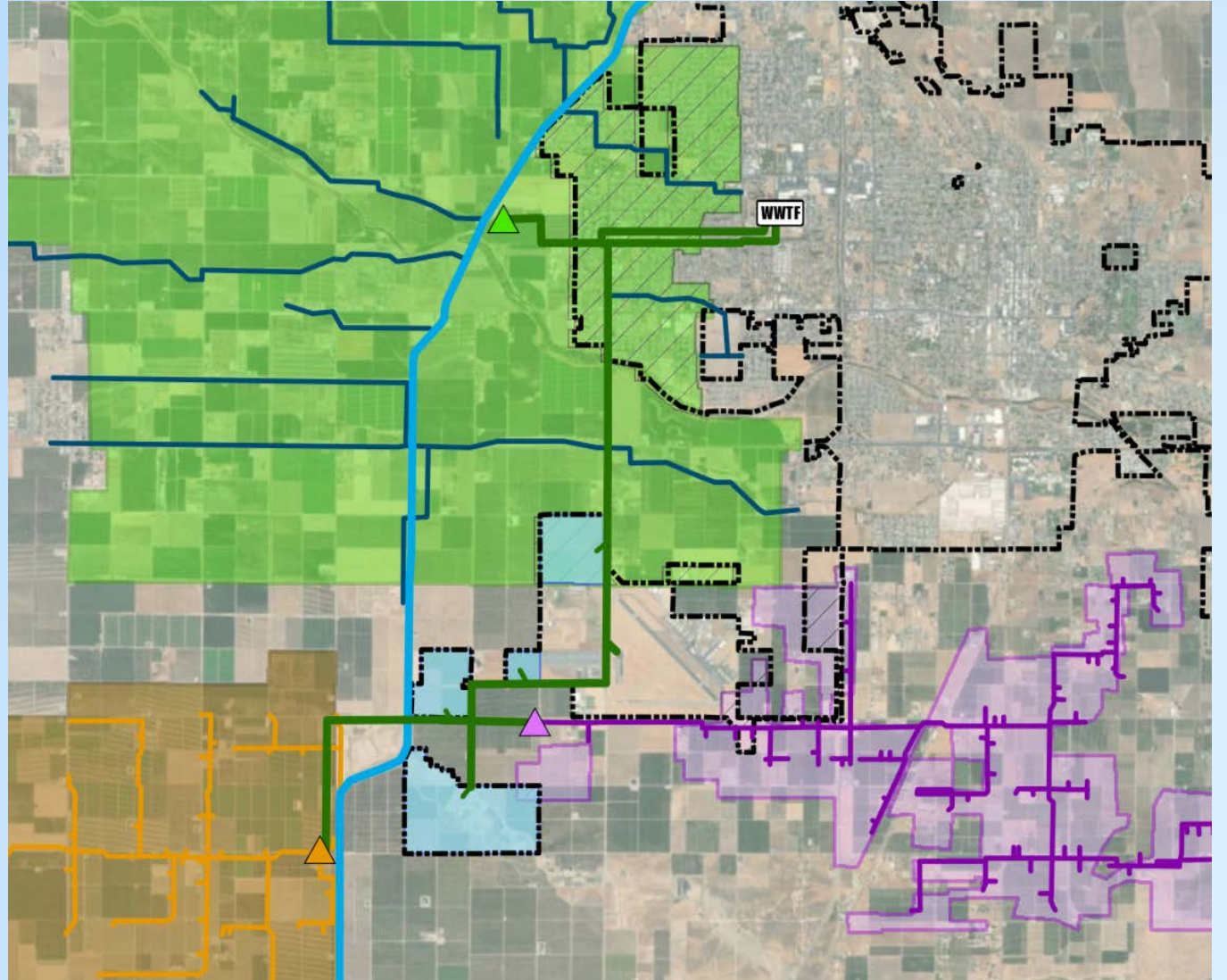
Table 7.2 Recommended Recycled Water Program Costs, Phases 1 and 2

Description	Recommended Project Costs Phase 1 ⁽¹⁾	Recommended Project Costs Phase 2 ⁽¹⁾
Treatment	\$54,700,000	\$9,900,000
Pump stations and pipelines to irrigation Districts	\$21,900,000	--
Total Capital Costs	\$76,600,000	\$9,900,000
Project Cost Soft Costs ⁽²⁾	\$23,000,000	\$3,000,000
Total Project Cost	\$99,600,000	\$12,900,000
Annualized Project Cost, \$/year ⁽³⁾	\$3,560,000	\$460,000 ⁽⁶⁾
O&M Costs, \$/year ⁽⁴⁾	\$2,250,000	\$240,000 ⁽⁶⁾
R&R Costs, \$/year ⁽⁵⁾	\$490,000	\$63,300 ⁽⁶⁾
Total Annual Costs, \$/year	\$6,300,000	\$763,300

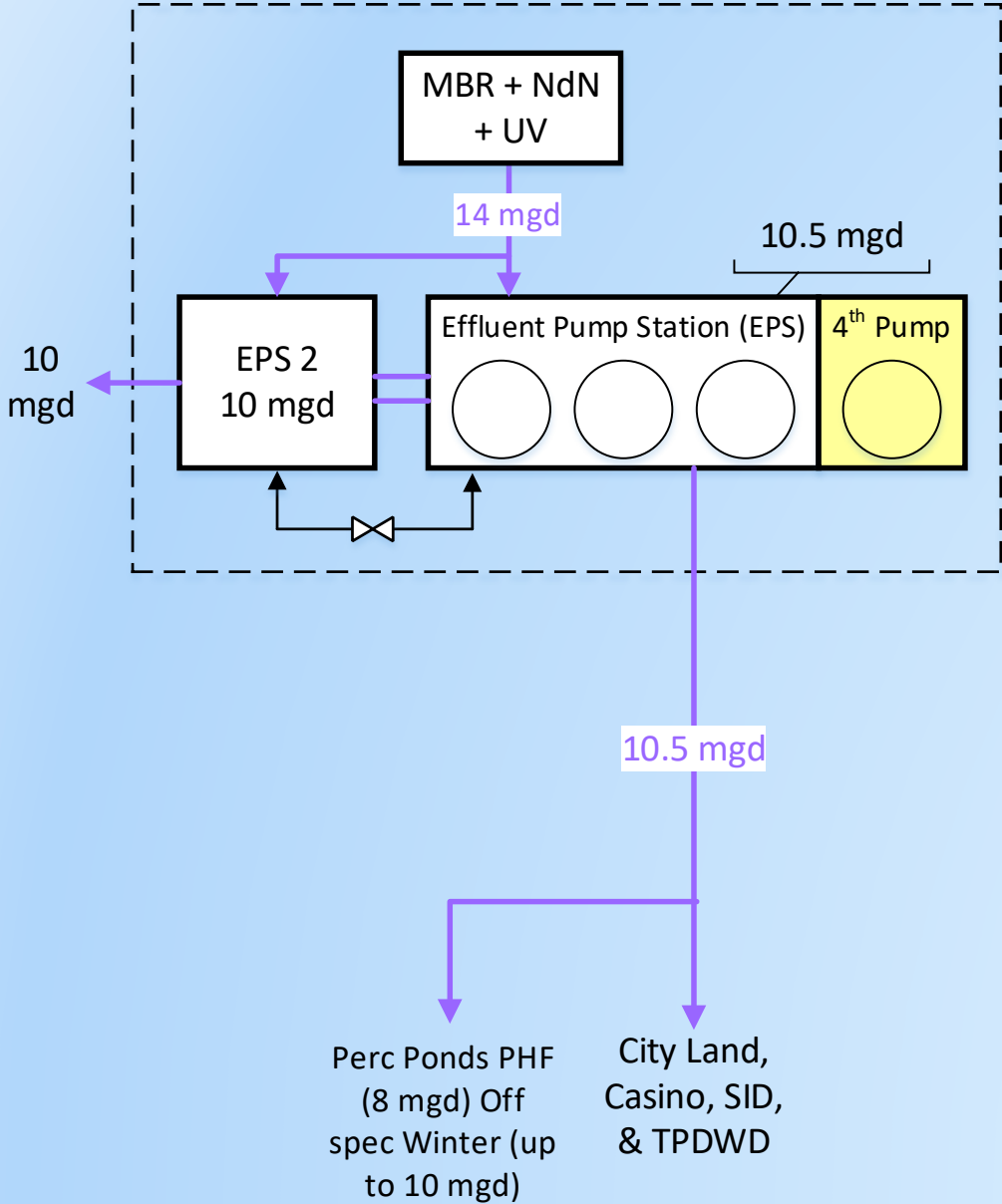
Notes:

Ultimate Modified Alternative - Centralized Tertiary/Disinfection at the WWTF

- Cost savings (compared to Alt 4b)
- Consistent with SGMA goals
- One or more Ag users
- Increases landscape irrigation opportunities



Ultimate Modified Alternative – MBR with Centralized Tertiary/Disinfection & Combined Effluent Pump Station



CONSIDERATIONS

- On-site emergency storage ponds (8.5 Mgal)
- Lacks full diversion flow from peak or off-spec recycled water
- May require full PHF Filters + UV
- UV reactor phasing
- Pump station pipeline reliability

FLOWS

	<u>ADMMF</u>	<u>PHF</u>
2032	7.7 mgd	14.2 mgd
2040	9.4 mgd	17.3 mgd

LEGEND

— Disinfected Tertiary (3°)

Phase 1 Completion Could Take Up to 5 Years, Depending on Funding and Implementation Approaches Selected

- CEQA Evaluation is underway
- Rate Study/Prop 218 – Begins January 2020
- Next steps
 - Funding
 - Decision on Project Delivery Option
 - Design
 - Construction



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Cannabis Dispensary Applicants/Owners Criminal Background Check

SOURCE: Police

COMMENT: At its meeting on May 21, 2019, the City Council adopted by Ordinance local regulations allowing commercial cannabis activities in Porterville, and identifying zoning districts. As part of the commercial cannabis regulatory framework, implementing regulations were approved by Ordinance 1853. Additionally, the City has determined that during the Request for Proposals (RFP) process for securing eligibility to apply for a retail dispensary Cannabis Business Operator's Permit, applicants and owners are required to submit to a California Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) criminal fingerprint background check. The fingerprint returns will then be reviewed by the Chief of Police (or designee) for disqualifying information consistent with State regulations.

The Police Department has recently learned that the Department does not have the approval from the FBI to access criminal history for the purposes of obtaining federal level criminal history information specifically for Cannabis Dispensary Applicants/Owners. Staff contacted the DOJ and were notified that a Resolution of the City Council authorizing the approval for the Department to access federal criminal history for Cannabis Dispensary Applicants/Owners was required to program the Department's system to allow such access. According to the DOJ, once such a Resolution is approved by the Council, this access would be programmed into the Department's fingerprinting system database. Department staff was further informed that this process could take up to 120 days.

Upon receiving this information, Department staff researched a number of other California agencies who have existing cannabis business RFP's and determined that there was a number of variations with regard to fingerprinting applicant/owners as a condition of the RFP process. Some of these agencies indicated that a DOJ/FBI fingerprint clearance was a required part of their RFP process, some required only a DOJ clearance, and several allowed for the RFP to be awarded with the understanding that the license would only be issued upon issuance of the State's license (which requires both DOJ and FBI clearance), and that failure to obtain a State license revoked the awarding of the RFP. It should be noted that the agencies requiring both a DOJ and FBI clearance prior to the awarding of the RFP did complete a Resolution to allow receipt of FBI clearance, which one agency informed staff that upon authorization of their Resolution, the time frame was approximately thirty (30) days for FBI approval.

As currently documented in the City's RFP process, Cannabis Retailer applicants/owners are required to have both a DOJ and FBI fingerprint clearance prior to submission of an RFP. With this requirement, if the City Council confirms its support of the Resolution to allow for the Department to access federal criminal history information, then the RFP acceptance period may need to be extended for an undetermined amount of time until such time such access is granted.

Recognizing that it may not be the desire of City Council to extend the RFP acceptance period, staff researched alternatives. Staff was able to identify a possible solution. While a Resolution is required to authorize the Department to access federal criminal history information for cannabis retailer applicants/owners, there is no restriction on any person from obtaining their own criminal history (if any) independently. This would require applicants/owners to access the FBI Identity History Summary Checks page at <https://www.edo.cjis.gov/#/>. From this page, applicants/owners can start the process to independently request their own federal criminal history information. They would need to travel to an authorized United States Postal Service (USPS) location to complete the fingerprinting (of the 28 designated in the United States, the closest authorized USPS office to Porterville is in Castaic, California), which when submitted electronically from the authorized USPS location, results are emailed directly to the applicant/owner typically within five (5) business days. These results can then be forwarded to the Police Department for review and determination of eligibility.

The process described above does not include criminal history results from the DOJ, however, the Department does have the ability to obtain State criminal history background checks for applicants/owners.

Based on the above information, there are several alternatives available for approval by the Council:

- 1) City Council approves the draft Resolution and delays the current RFP schedule, which if approved, will be immediately forwarded to the DOJ. Upon programming of the Department's access to federal criminal history information for Cannabis Dispensary Applicants/Owners, release the RFP with an updated schedule.
- 2) Modify the RFP so only the DOJ criminal history is required and proceed with the currently proposed RFP schedule. Recognizing the State will require an FBI criminal history check for licensing, modify the RFP to include language that failure to obtain a State Type 10 license within a prescribed time period is cause for revocation of the awarded RFP and there will be no reimbursements of any fees to the applicant.
- 3) Modify the RFP to eliminate the requirement for any criminal history background checks prior to the acceptance of the RFP and proceed with the currently proposed schedule. Also, modify the RFP to include language that

failure to obtain a State Type 10 license within a prescribed time period is cause for revocation of the awarded RFP and there will be no reimbursements of any fees to the applicant.

4) Modify the RFP to require the applicant to obtain their own federal criminal history summary from the FBI as outlined above, forward the results to the Department for review and proceed with the current RFP schedule. The requirement for a DOJ fingerprint check would remain as outlined in the RFP.

RECOMMENDATION: That the City Council:
1) Consider options regarding criminal background checks for cannabis dispensary applicants/owners; and
2) Direct staff to implement selected option.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE PORTERVILLE POLICE DEPARTMENT TO ACCESS
CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, LICENSING
OR CERTIFICATION PUROSES

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorizes cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Sections 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigations; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorized access to summary criminal history information for employment, licensing or certification purposes.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Porterville that the Porterville Police Department is hereby authorized to access state and federal level summary criminal history information for certification of Cannabis Dispensary Applicants/Owners and may not disseminate the information to a private entity.

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Consideration of Letter of Support for the Tule River Tribe's Proposed Relocation of Eagle Mountain Casino

SOURCE: City Manager's Office

COMMENT: As the City Council is aware, on October 7, 2019, the Department of the Interior issued a Secretarial Determination on the Tule River Tribe's fee-to-trust application to take its 40-acre property adjacent to the Porterville Municipal Airport into trust for gaming purposes, making the finding that the relocation of Eagle Mountain Casino would not be detrimental to the surrounding community, facilitating the relocation of the casino into the city of Porterville.

At its meeting on July 30, 2019, the City Council approved a Memorandum of Understanding (MOU) with the Tribe in support of the casino's relocation, and at its meeting on January 7, 2020, the County Board of Supervisors approved its MOU with the Tribe.

With approved MOU's with both the City and the County, the Tribe will be meeting with Governor Newsom's Office the week of January 27, 2020, seeking the Governor's concurrence with the Secretarial Determination and the relocation of the casino, and has requested a letter of support from the City. A draft letter has been provided for the Council's consideration.

RECOMMENDATION: That the City Council consider the draft letter of support, making any edits/modifications it deems appropriate.

ATTACHMENTS: 1. Draft Letter

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

January 21, 2020

Ms. Anna Naimark
Tribal Negotiations Advisor
Office of Governor Newsom
1303 10th Street, Suite 1173
Sacramento, California 95814

Re: Tule River Indian Tribe – Secretarial Determination

Dear Ms. Naimark:

On behalf of the City of Porterville and City Council (“City”), please accept this letter in support for the relocation of the Tule River Indian Tribe’s (“Tribe”) existing Eagle Mountain Casino to a 40-acre site currently within the City’s jurisdiction (“Relocation Project”) that the Tribe has owned for more than a quarter century and is within its aboriginal lands.

The Tribe has been an active and important part of the city of Porterville and broader community for many years, and generously donates to many local civic and non-profit organizations, schools and community programs. While the City and the Tribe have enjoyed a positive and collaborative relationship for many years, the Relocation Project has provided the opportunity for the City and the Tribe to further develop that relationship to address critical issues facing both the City and the Tribe – namely, significant water challenges and higher than average unemployment rates.

The Relocation Project will result in hundreds of additional jobs for local residents and the construction of a tertiary treatment wastewater facility, which will allow the City to allocate valuable potable water currently used to irrigate the City’s sports complex to more beneficial uses (such as critical housing development), resulting in a positive net increase in potable water availability for the City. The Relocation Project will also allow the Tribe to reallocate water on the Tule River Reservation, currently dedicated to the Eagle Mountain Casino, to critical housing development and other governmental needs on the Reservation in service to its members.

In addition to these important positive impacts the Relocation Project will have on the city, the Tribe has consistently committed to mitigate any impacts to the City and City services as a result of the Relocation Projects. This commitment was memorialized in a Memorandum of Understanding (“MOU”) with the City, which went into effect on August 5, 2019. The MOU also provides funding to the City that can be used for projects benefitting the local community, including fire protection, traffic improvements, and roadway and maintenance improvements.

For the reasons stated above, the City fully supports the issuance of the Secretarial Determination issued by the Department of the Interior on October 7, 2019, on the Tribe's fee-to-trust application to take the 40-acre site into trust for gaming purposes, including its finding that the Relocation Project will not be detrimental to the surrounding community. The City therefore requests that the Governor take action to concur in the Secretarial Determination as soon as possible.

Thank you for your time and attention in this regard, and please do not hesitate to contact the City should you desire any additional information or have any questions.

Sincerely,

Martha A. Flores
Mayor



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Consideration of an Ordinance Amending Chapter 25, Division 3, Sections 25-19, 25-20 and 25-21 of the Porterville Municipal Code and Approval of a Resolution Adopting a Policy on Discontinuation of Residential Water Service

SOURCE: Finance

COMMENT: On September 28, 2018, the Governor approved Senate Bill No. 998 (SB 998) which added Chapter 6, commencing with Section 116900, to the Health and Safety Code. Also known as the Water Shutoff Protection Act, SB 998 pertains to the discontinuation of residential water service for nonpayment.

City Code Section 25-21 provides for shutoff of water services for any delinquent water bills which remain unpaid 45 days after the billing date. SB 998 extends the time for making payments up to 60 days before a delinquent account can be shut off for nonpayment. SB 998 also requires the City to provide options to residential customers for averting discontinuation of water service. In certain circumstances, accounts may be delinquent for more than four (4) months before service is shutoff for non-payment.

Some of the key factors to bring the City into compliance with SB 998 are the following:

1. Have a written policy on discontinuation of residential water service for nonpayment and such policy made available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean, and any other language spoken by at least 10 percent (10%) of the residents in the service area.
2. The policy shall include a plan for deferred or reduced payments, alternative payment schedules, a formal mechanism for a customer to contest or appeal a bill, and a telephone number for a customer to contact to discuss options for averting discontinuation of residential water service for nonpayment.
3. The policy shall be available on the City's internet website.
4. The City shall not discontinue residential water service for nonpayment until a payment by a customer has been delinquent for at least 60 days. At least seven (7) business days before the discontinuation of service, the City shall contact the customer named on the account.
5. The City shall not discontinue residential water service for nonpayment if all of the following conditions are met:

- a. The customer, or a tenant of the customer, submits a certification of a primary care provider that discontinuation of service will be life threatening to, or pose a serious threat to the health and safety of a resident of the premises.
 - b. The customer demonstrates that he or she is financially unable to pay within the normal billing cycle. The customer is deemed financially unable to pay if any member of the customer's household is a current recipient of CalWORKS, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Supplemental Nutrition Program for Women, Infants and Children, or the customer declares that the household's income is less than 200% of the federal poverty level.
 - c. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred for reduced payment, with respect to all delinquent charges.
6. The City will provide the customer with information on how to restore residential water service.
 7. The City shall report the number of annual discontinuations for inability to pay on the City's website and to the State Water Resources Control Board.
 8. The policy will be effective on February 1, 2020.

SB 998 allows for the City to set a reconnection of service fee of \$50 during normal operating hours and \$150 after normal operating hours, but not to exceed the actual cost of reconnection. It also allows for an annual adjustment of these fees for changes in the CPI. The City currently charges a reconnection fee (turnoff fee) of \$15 and a deposit of \$20 in addition to the payment of the delinquent charges. The City also charges an additional \$60 fee for after hours callout. At this time, staff is not requesting any change to these fees.

SB 998 also provides for the enforcement of the provisions of the bill, with violations punishable by a civil penalty issued by the State Water Resources Control Board up to \$1,000 for each day the violation occurs.

To be consistent with the Water Shutoff Protection Act, a draft Ordinance is attached to amend the City Code concerning water service bill delinquencies and shutoff procedures. Adoption of the new policy on the discontinuation of residential water service for nonpayment will allow the City to comply with SB 998.

RECOMMENDATION:

That the City Council:

1. Approve the draft Ordinance amending Chapter 25, Division 3, Sections 25-19, 25-20 and 25-21 of the Porterville Municipal Code, give first reading to the ordinance and order it to print; and
2. Approve the draft Resolution adopting the new policy on

discontinuation of residential water service for nonpayment.

ATTACHMENTS:

1. Draft Ordinance
2. Draft Resolution
3. Policy on Discontinuation of Residential Water Service
4. Senate Bill 998

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 25, DIVISION 3, SECTIONS 25-19, 25-20,
AND 25-21 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING
WATER SERVICE BILL DELINQUENCIES AND SHUTOFF PROCEDURES

WHEREAS, on September 28, 2018, the Water Shutoff Protection Act, commencing with California Health and Safety Code Section 116900, was adopted, containing certain requirements regarding shut-off notices and other procedures for payment of delinquencies;

WHEREAS, the legislative requirements go into effect February 1, 2020;

WHEREAS, the City Attorney recommends certain amendments be made to the municipal code consistent with the State Act; and

WHEREAS, the City Finance department recommends that the shutoff eligibility time period be consistent for residential and commercial services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. Section 25-19 of Division 3, Chapter 25 of the Porterville Municipal Code, is amended to read as follows:

25-19: DUE DATE OF PAYMENTS; PENALTY FOR DELINQUENT PAYMENT

All utility bills shall be delinquent if they remain unpaid at five o'clock (5:00) P.M. on the thirtieth day after their billing date and a charge of ten percent (10%) as a penalty for said delinquency shall be made and added to the amount of and become a part of said delinquent utility bill, and the service for all utility bills which shall remain unpaid at five o'clock (5:00) P.M. on the sixtieth (60th) day after their billing date shall be subject to service discontinuance, as described in this Article, and in accordance with applicable State law and any applicable policies adopted by the City.

SECTION 2. Section 25-20 of Division 3, Chapter 25 of the Porterville Municipal Code is amended to read as follows:

25-20: METHOD OF DELIVERY OF BILLS:

Rendering bills for water service, or the service, or the service of notice of delinquency, or any other notice or communication regarding such service under the provisions of this chapter may be made by personal delivery to the party to be served, or by mail deposited to the party to be served, or by mail deposited in the United States post office at Porterville, postage prepaid, addressed to such party at his last known address, or as required by applicable law.

Service by mail shall be complete upon the expiration of two (2) days after the deposit of such mail in post office as aforesaid. Failure of the addressee to receive such bills or notices shall not excuse the addressee's obligation(s) as set forth by this chapter.

SECTION 3. Section 25-21 of Division 3, Chapter 25 of the Porterville Municipal Code is amended to read as follows:

25-21: SHUTOFF FOR NONPAYMENT; ADDITIONAL PAYMENT TO RECONNECT; DEPOSIT REQUIRED FOR CONSUMERS:

Any delinquent water rate bills which remain unpaid at five o'clock (5:00) P.M. on the sixtieth (60th) day after the billing date, shall be listed by the finance department for shutoff and this shutoff list may be executed as soon as the following working day. The shutoff shall be implemented in accordance with any applicable policies adopted by the City Council, and as required by applicable State law. The finance director, or designee, may proceed to make a personal demand for payment on the delinquent consumer or person responsible for the payment of the bill if he can be conveniently located; provided, that the failure to make this personal demand shall in no case invalidate the provisions of this article. If the consumer or responsible person does not, at this time, make immediate payment, the finance director, or his designee, shall shut off the water, and the water so shut off shall not be turned on until the amount of the delinquent bill, with the accrued penalties and with an additional sum as fixed by resolution of the city council for turning on and off the service, shall be paid to the finance department.

A consumer's water service may be discontinued for the nonpayment of a bill for water service rendered, provided, that the bill has not been paid by the sixtieth (60th) day after the billing date. Such bill shall be deemed presented to the consumer when delivered to him personally, when left at the property served, or at his place of business, or when deposited in the United States post office at Porterville, postage prepaid, addressed to the consumer's last known address.

A consumer who has failed to pay his water bills in accordance with the provisions of this article and whose service has been discontinued therefor, shall be required to pay all accrued bills and penalties and may be required to reestablish his credit by making a cash deposit with the city finance department not to exceed twenty dollars (\$20.00).

SECTION 4. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 5. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not

affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

PASSED, APPROVED AND ADOPTED this _____ day of January, 2020.

By: _____
Martha A. Flores, Mayor

ATTEST: _____
John D. Lollis, City Clerk

RESOLUTION NO. ____ - 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING A POLICY ON DISCONTINUATION OF RESIDENTIAL
WATER SERVICE FOR NONPAYMENT

WHEREAS: Senate Bill No. 998 (SB 998) was approved by the Governor of the State of California on September 28, 2018, adding Chapter 6, commencing with Section 116900 of the California Health and Safety Code, known as the Water Shutoff Protection Act, pertaining to the discontinuation of residential water service for urban and community water systems; and

WHEREAS: SB 998 requires urban and community water systems to have a written policy on the discontinuation of residential water service for nonpayment; and

WHEREAS: SB 998 prohibits residential water service from being discontinued for nonpayment until a payment by a customer has been delinquent for at least 60 days; and

WHEREAS: SB998 authorizes the State Water Resources Control Board to enforce the provisions of the bill, including making a violation punishable by a civil penalty in an amount not to exceed \$1,000 for each day in which the violation occurs;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and adopt the policy on discontinuation of residential water service for nonpayment, in the form attached hereto as Exhibit A, in compliance with the Water Shutoff Protection Act (SB 998). This policy shall be effective on February 1, 2020.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE

POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE

This policy is established to comply with Senate Bill No. 998, known as the “Water Shutoff Protection Act” (California Health and Safety Code Chapter 6, Sections 116900, et seq.), which requires urban and community water system to have a written policy on discontinuation of water service to residences for nonpayment.

General Provisions

This policy shall be made available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean and any other language spoken by at least 10 percent of the people residing in the City’s water service area. This policy shall be posted on the City of Porterville’s website.

The City shall not discontinue residential water service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The City shall not discontinue residential water service for nonpayment under specified circumstances.

The City’s Utilities Billing Division can be reached at (559) 782-7445 or (559) 782-7437 for assistance concerning the payment of water bills and to discuss options for averting the discontinuation of water service for nonpayment.

This policy shall be effective on February 1, 2020.

Due Date of Payments

All utility bills shall be due upon receipt and are deemed past due at 5:00 P.M. on the 30th day after their billing date. A monthly charge of 10% as a penalty shall be assessed on the unpaid balance and added to the amount of and become a part of said utility bill.

Discontinuation of Residential Water Service

Any utility bills which remain unpaid on the 60th day after the billing date, shall be listed by the Finance Department for shutoff and this shutoff list shall be executed the following working day. No less than seven business days before the discontinuation of residential water service for nonpayment, the City shall contact the customer named on the account by telephone or written notice.

- A. Written Notice.** When the City contacts the customer named on the account by written notice, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer at their address of record. If the customer’s address is not the address of the property to which residential water service is provided, the notice also shall be sent to the address of the property to which residential water service is provided, addressed to “Current Resident.” The notice shall include, but is not limited to, all of the following information in a clear and legible format:

1. The customer’s name and address.
2. The amount of the delinquency.

3. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential water service.
 4. A description of the process to apply for an extension of time to pay the delinquent charges.
 5. A description of the procedure to petition for bill review and appeal.
 6. A description of the procedure by which the customer may request a deferral, reduced or alternative payment schedule, including an amortization of the delinquent residential water service charges.
- B. **Contact by Telephone.** When the City contacts the customer name on the account by telephone, the City shall offer to provide this policy in writing to the customer. The City shall offer to discuss options to avert discontinuation of residential water service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.
- C. **Good Faith Noticing Requirements.** If the City is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the City shall make a good faith effort to visit the residence and leave or make other arrangements for placement in a conspicuous place, a notice of imminent discontinuation of residential water service for nonpayment and this policy.

Restrictions on Discontinuation of Residential Water Service

1. The City shall not discontinue residential water service for nonpayment if all of the following conditions are met:
 - a. The customer or a tenant of the customer submits to the City the certification of a primary care provider, that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of a resident of the premises.
 - b. The customer demonstrates that he or she is financially unable to pay for water service within the City's normal billing cycle. The customer shall be deemed financially unable to pay for water service within the City's normal billing cycle if any member of the customer's household is a current recipient of CalWORKS, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
 - c. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, with respect to all delinquent charges.
2. If the conditions listed above are all met, the City shall offer the customer one or more of the following options:
 - a. Amortization of the unpaid balance.

- b. Participation in an alternative payment schedule.
- c. A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.
- d. Temporary deferral of payment.

Alternative Payment Arrangements

1. The Finance Director, or his or her designee, may choose which of the payment options described in the preceding section, the customer undertakes and may set the parameters of that payment option. The agreed upon payment option must be in writing and signed by the customer. A down payment of 20% of the customer's outstanding balance will be due at the time of signing. The repayment of any remaining outstanding balance shall be made within 12 months.
2. The customer must comply with the terms of the repayment and remain current on new water service charges as they are billed in each subsequent billing period. The customer may not request further amortization or reduction of any unpaid charges on subsequent bills while paying delinquent charges under an alternative payment arrangement.
3. Residential water service may be discontinued no sooner than 5 business days after the City posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
 - a. The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.
 - b. While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential water service charges for 60 days or more.

Services Involving Landlord-Tenant Relationships

- A. Individually metered residential water service. For residential occupants receiving water services through an individual meter in a detached single-family dwelling, a multiunit residential structure or mobile home park, and the owner, manager or operator is the customer of record, the City shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the water service will then be billed, without being required to pay any amount which may be due on the delinquent account.
- B. Residential water service through a master meter. For residential occupants receiving water services through a master meter in a multiunit residential structure or mobile home park, and the

owner, manager or operator is the customer of record, the City shall not make service available to the residential occupants, unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the City's ordinances, resolutions, rules and regulations. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means legally available to the City of selectively terminating service to those residential occupants who have not met the requirements of the City, the City shall make service available to those residential occupants who have met those requirements.

Restoration of Residential Water Service

In order to restore residential water service that has been discontinued for nonpayment, the customer must pay a reconnection fee of \$15 and a deposit of \$20 in addition to the amount of delinquent bills and penalties.

For the reconnection of residential water service during nonoperational hours, the customer must pay the after-hour fee of \$60, a reconnection fee of \$15 and a deposit of \$20 in addition to the amount of delinquent bills and penalties.

The City shall waive interest charges on delinquent bills once every 12 months.

Appeals Process

A customer who desires to dispute the accuracy of a bill, shall, no later than 60 days from the date of the original bill, submit a written request to the City's Finance Director, or his or her designee, for review of the bill. Upon receipt of such request, the Finance Director or designee shall evaluate the request and evidence provided by the customer and the information on file with the City concerning the charges in question. Within 10 business days after receipt of the customer's request for review, the Finance Director or designee shall render a decision as to the accuracy of the charges set forth on the bill and shall provide the customer with a brief written summary of the decision. All decisions of the Finance Director will be final.

The City shall not discontinue residential water service while the appeal is pending.

Reporting Requirements

The City shall report annually the number of discontinuations of residential water service for inability to pay on the City's website and the State Water Resources Control Board.

Limitations

Nothing in this policy restricts, limits or otherwise impairs the City's ability to terminate service to a customer for reasons other than those explicitly stated in this policy, including, but not limited to, the unauthorized actions of the customer.

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with
Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

- (a) "Board" means the State Water Resources Control Board.
- (b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

- (1) A plan for deferred or reduced payments.
- (2) Alternative payment schedules.
- (3) A formal mechanism for a customer to contest or appeal a bill.
- (4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.



CITY COUNCIL AGENDA – JANUARY 21, 2020

SUBJECT: Quarterly Reporting of Council Member Attendance at Appointed Board and Committee Meetings

SOURCE: City Manager's Office

COMMENT: During Other Matters of the City Council's meeting of December 3, 2019, Council Member Gurrola requested that the Council consider the quarterly reporting of Council Member attendance at appointed board and committee meetings. At its meeting of December 17, 2019, the Council approved Council Member Gurrola's request that the subject be considered as a Scheduled Matter at the Council's next regular meeting.

At the direction of the Council as a measure of accountability and responsibility, staff provides a quarterly report of attendance of members of the City's various committees and commissions to its respective meetings. As the Council is aware, its members are appointed to various committees and commissions, which attendance and participation is intended to represent and advance the City's interests. With the Council's direction, the same quarterly reporting can be provided along with the City's committees and commissions.

RECOMMENDATION: That the City Council consider quarterly reporting of Council Member attendance at appointed board and committee meetings.

ATTACHMENTS: 1. City Council Board and Committee Appointments

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County Association of Governments/ Transportation Planning Agency ("TCAG")	Martha Flores - Member Milt Stowe - Alternate	12/13/2016 1/20/2015	Meets monthly; Third Monday; 1:00 PM Meets across the county at member agencies www.tularecog.org
Tulare County Economic Development Corporation ("TCEDC")	Daniel Penaloza - Member John Lollis - Alternate	12/10/2018 1/14/2009	Meets monthly; Fourth Wednesday at 7:30 AM Exeter Historical Museum, 125 S. B Street, Exeter www.sequoiavalley.com
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	12/10/2018 7/16/2019	Meets monthly; Third Wednesday; 1:30 PM Tulare County Professional Development Center 4031 W. Noble Avenue, Visalia www.tchhsa.org
Council of Cities	Martha Flores - Member Milt Stowe - Member	12/10/2018 7/1/2014	Meets bi-monthly; Third Wednesday; 3:00 PM Visalia Administration Boardroom, 220 N. Santa Fe Street, Visalia
Porterville Area Airport Development Corporation ("PAADA")	Milt Stowe - Member Monte Reyes - Member	7/1/2014 12/10/2018	Meets quarterly or as needed. Notification of meetings provided. (Only two members will attend meetings at any given time.)
Joint City/School District Committee	Milt Stowe - Member Virginia Gurrola - Member	7/6/2010 7/16/2019	Meets quarterly or as needed. Notification of meetings provided.
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Monte Reyes - Member Daniel Penaloza - Member	3/7/2017 12/10/2018	Ad Hoc Committee concerning the consideration of regulating marijuana business activities per Prop 64.
Ad Hoc Committee - Provision of Local Water Services	Daniel Penaloza - Member Virginia Gurrola - Member	7/6/2010 7/16/2019	Ad Hoc Committee to address local water issues. Meets as needed.

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tule River Improvement JPA	Daniel Penaloza - Member Michael Knight - Alternate	12/10/2018 12/13/2016	Meets quarterly; Lower Tule Irrigation District Conference Room, 357 E. Olive Avenue, Tipton
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate		Meets as needed. Notification of meetings provided. Designee may attend in absence of the Mayor
Tulare County Local Agency Formation Commission ("LAFCO")	Martha Flores - Member (representing City Councils)	7/17/2019	Board of Supervisors Board Room 2800 W. Burrell Avenue, Visalia, First Wed. @ 2 p.m. www.lafco.co.tulare.ca.us/lafco/
PDC Advisory Board	John Lollis - Member Mayor - Alternate	1/14/2009	Meets annually at Porterville Developmental Center 26501 Road 140, Room 59
Internal City Audit Committee	Martha Flores - Member	12/13/2016	Meets as needed in La Barca Conference Room, Porterville City Hall. Notification of meetings provided.
San Joaquin Valley Air Pollution Control District ("SJVAPCD") Board	Monte Reyes - Member		Meets on the third Thursday of each month at 9:00 a.m. at 1990 East Gettysburg Avenue, Fresno, CA.
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member Monte Reyes - Alternate	12/13/2016 12/13/2016	Notification of Meetings provided; Members can attend via video-teleconference in Bakersfield or Fresno District Office.
Eastern Tule Groundwater Sustainability Agency JPA	Monte Reyes - Member Michael Knight - Alternate	12/10/2018 7/16/2019	Meets monthly; First Thursday; 2:00 PM City Hall, 291 N. Main Street, Porterville
2020 Census Local Count Committee	Martha Flores - Member		Meets monthly or as needed. Notification of meetings is provided.