



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 3, 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/Properties: 298 N. Main Street, Ste. 1, and 25 E. Thurman Avenue, Ste. 4, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Sierra View Medical Center. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: APN: 302-110-076 and 302-110-079. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Skydive Elsinore, LLC. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: 109 North E Street, Space 19, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and NALO-PBE Investment, LLC. Under Negotiation: Terms and Price.
- 4** - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three (3) cases in which facts are not yet known to potential plaintiff.
- 5** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Four (4) cases.

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

Pledge of Allegiance Led by Council Member Peñaloza
Invocation

PRESENTATIONS

Certificates of Recognition

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 - February 6, 2020
2. Library & Literacy Commission - February 11, 2020
3. Arts Commission
4. Animal Control Commission - February 10, 2020
5. Youth Commission
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. Porterville Complete Count Census Committee Meeting - February 6, 2020
2. Eastern Tule Groundwater Sustainability Agency - February 6, 2020
3. Tulare County Water Commission - February 10, 2020
4. Joint City/School Committee - February 10, 2020
5. World Ag Expo - February 11-13, 2020
6. Tulare County Complete Count Census Committee Meeting - February 11, 2020
7. Tulare County Association of Governments (TCAG) Transit Forum - February 12, 2020
8. League of California Cities South San Joaquin Valley Division - February 13, 2020
9. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - February 20, 2020
10. TCAG Sustainable Corridor Committee - February 20, 2020
11. Tulare County Association of Governments (TCAG) - February 24, 2020
12. Tulare County Economic Development Corp. (TCEDC) - February 26, 2020
13. Tulare County Task Force on Homelessness - February 26, 2020

Staff Informational Reports

1. Water Conservation Phase IV Status Update

CONSENT CALENDAR

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

1. **Authorization to Purchase Replacement Genfare Point of Sale Equipment**
Re: Consideration to authorize the purchase of replacement administrative point of sale equipment from Genfare at a cost not to exceed \$7,900.
2. **Authorization to Purchase Extended Warranties for Charging Stations**
Re: Consideration to authorize the purchase of eleven (11) five-year warranties from BTCPower at a total cost of \$280,500; and the purchase of eleven (11) additional five-year warranties from Tritium at a total cost of \$23,650.
3. **Amendment to the GreenPower Motor Company, Inc. Agreement and Authorization to Purchase Spare Parts for the Battery-Electric Fleet**
Re: Consideration to execute Amendment No. 3 to the Agreement for Battery-Electric Heavy Duty Buses with GreenPower Motor Company, Inc.; and authorize staff to negotiate and purchase spare parts for the GreenPower EV350 fleet from GreenPower at a total cost not to exceed \$341,286.
4. **Authorization for Transit Bus Engine Repair**
Re: Considering approval of the transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$42,138.94
5. **Authorization to purchase an Armored Rescue Vehicle**
Re: Consideration to accept the submitted bids for Armored Rescue Vehicle; authorize the purchase of the Armored Rescue Vehicle from Lenco Industries in the amount of \$242, 504, plus applicable sales tax; authorize the Police Department to execute all agreements to purchase the vehicle; and authorize out of state travel for two (2) Police Department personnel.
6. **Replacement of Equipment Damaged in Library Fire Incident**
Re: Consideration to authorize the purchase of replacement equipment damaged in the Library Fire incident from Western Fire Supply in an amount of \$23,385.51.
7. **Authorization to Contract with Fun & Game Rentals to Provide Amusement Rides at Kids Fest**
Re: Consideration to authorize the City to contact with Fun and Game Rentals to provide amusement rides at Kids Fest in the amount of \$10,400.
8. **Authorization to Advertise for Bids - City Restrooms Facilities Upgrades**
Re: Considering approval of the Plans and Project Manual for the project consisting of restroom work at Veterans Park, Zalud Park, and the Airport's Airway Café.
9. **Retirement of Police Service Dog "Luna"**
Re: Consideration to approve the sale of "Luna" to Officer Darin Cardoza.
10. **Reimbursement for the Construction of Sewer and Water Master Plan Improvements for the Windsor Court Subdivision - San Joaquin Valley Homes**
Re: Consideration to accept the sewer and water master plan improvements related to the new Windsor Court Subdivision; approve reimbursement to San Joaquin Valley Homes; and

authorize the Finance Director to disburse \$429,682.05 to San Joaquin Valley Homes.

11. **Approval of Resolution to Waive the 90-Day Statutory Notice to Relinquish Parcels by the State of California**
Re: Consideration to approve draft Resolution waiving the 90-day Statutory Notice by the State of California.
12. **Household Water Tank Removal Project Amendment to Self-Help Enterprises On-Site Plumbing Agreement.**
Re: Consideration to authorize Amendment 1, (a time extension from December 31, 2019 to June 30, 2020) to the Agreement for Grant Implementation Services with Self-Help Enterprises, for the Household Water Tanks Removal Project.
13. **Airport Lease Renewal and Consent to Sublet - Lot 6**
Re: Considering approval of an extension of the Lease Agreement between the City of Porterville and Tule River Aero Industries, Inc., of Porterville, CA for Lot 6 at the Porterville Municipal Airport; and authorize the Lessee, Tule River Aero Industries, Inc. to sublet airport hanger on Lot 6 at the Porterville Municipal Airport to Greenpower Motor Company, Inc. through July 31, 2022.
14. **Authorization of Overnight Camping at OHV Park for 2020 Racing Series Events**
Re: Consideration to authorize overnight camping at the OHV Park for the 2020 racing series.
15. **Authorization of Street Closure for Music on Main**
Re: Considering approval of the temporary street closure of Cleveland Avenue between Main Street and the alley just east of Centennial Park from 4:00 PM to 9:00 PM on April 3, May 1, June 5, September 4 and October 2, 2020 for Music and Market on Main.
16. **Authorization of Out of State Travel**
Re: Consideration to authorize out of state travel to attend the 2020 Sustainable Water Management Conference.
17. **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

18. **Consideration of a Modification to the Aria Tentative Subdivision Map**
Re: Consideration to repeal and replace Resolution 83-2019 with a draft Resolution that would approve the revision to the Aria Tentative Subdivision Map (PRC 2017-055-S)
19. **Consideration of the Hillside Estates Tentative Subdivision Map**
Re: Consideration to adopt draft Resolution approving the Mitigated Negative Declaration; and adopt the draft Resolution approving the Hillside Estates Tentative Subdivision Map.
20. **Consideration of a Conditional Use Permit for the Porterville Inn**
Re: Consideration to adopt the draft Resolution approving the Conditional Use Permit 2019-035-C.
21. **Consideration of a Conditional Use Permit for Greg's Hula Towing**

Re: Consideration to approve draft Resolution approving the Conditional Use Permit 2020-003-C to authorize the use of a portion of the parcel identified as 1432 West Olive Avenue for a towing and impound yard.

SCHEDULED MATTERS

22. Consideration of Appointment to the Animal Control Commission

Re: Considering the appointment of an individual to the Animal Control Commission.

23. Continuation of the New Porterville Rescue Mission Conditional Use Permit Annual Review

Re: Consideration to receive the report and provide direction.

24. Local Volunteer Community Cleanup Policy and Procedures

Re: Consideration of potential policies and procedures in collaboration with local volunteer community cleanup efforts.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of March 17, 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 – MARCH 3, 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 a one day per week watering schedule based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. 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 January 2020 show that a total of 23 Notice of Violations were issued for water wasting, and 2 Administrative Citations were issued.

Water production for January 2020 shows a 2% increase from the 5-year average. The production for the month of January 2020 was 191 million gallons, which when compared to the production for the month of January 2013 of 200 million gallons, equates to a 4.82% decrease. Residential consumption for January 2020 was 69.62 gallons per capita per day (GPCD).

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

June 2015 through January 2020. Porterville's cumulative total production conservation through January 2020 is 22.22%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through January 2020. Porterville's cumulative total GPCD conservation through January 2020 is 26.7%.

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 January 2020
2. Monthly Production Status GPCD January 2020
3. Drought Response Phase IV Flyer

Appropriated/Funded:

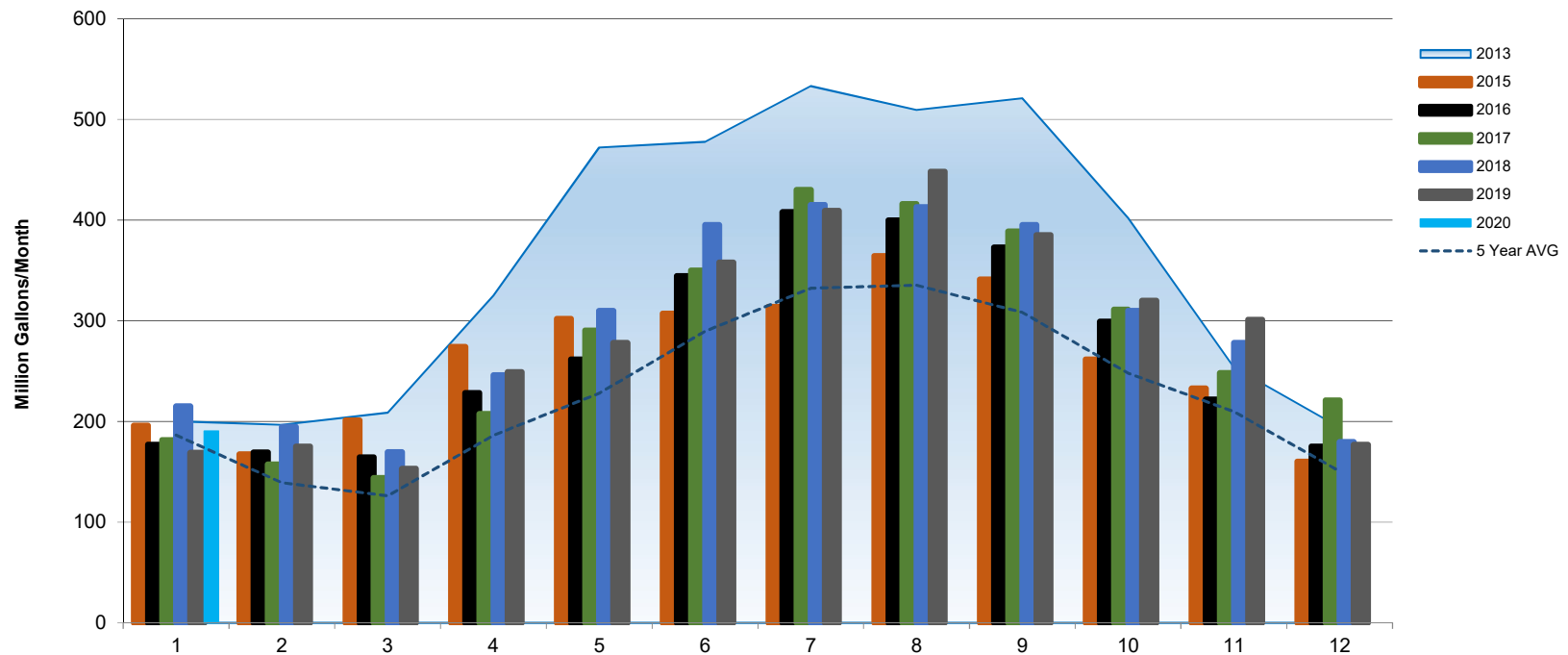
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Monthly Production Status & Cumulative Total June 2015 Through January 2020 Production Comparison to 2013 & 5 Year Average

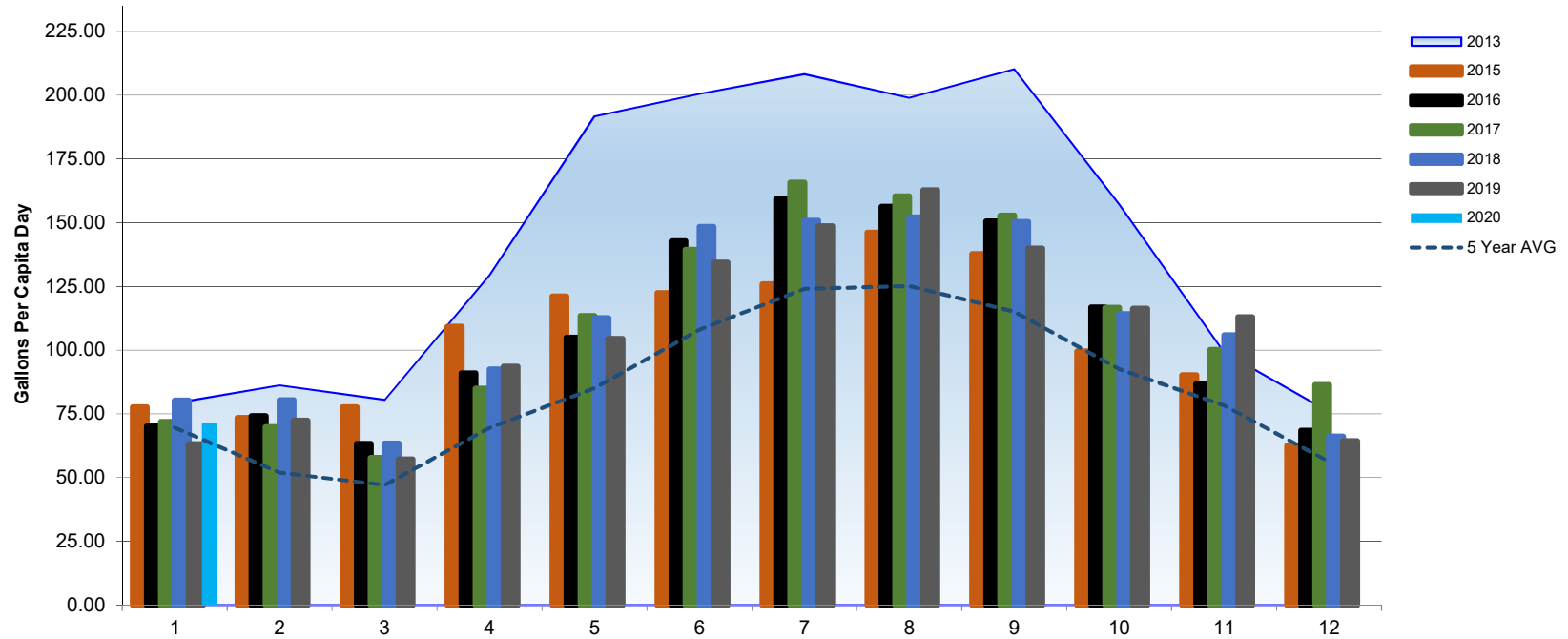


Production Cumulative Total 22.2%

	2015	2016	2017	2018	2019	2020
1	-2%	-12%	-9%	1%	-16%	-5%
2	-15%	-14%	-20%	-7%	-11%	
3	-4%	-21%	-31%	-13%	-27%	
4	-16%	-30%	-36%	-29%	-23%	
5	-36%	-45%	-38%	-39%	-41%	
6	-36%	-28%	-27%	-26%	-25%	
7	-41%	-24%	-19%	-25%	-23%	
8	-28%	-21%	-18%	-24%	-12%	
9	-35%	-28%	-25%	-29%	-26%	
10	-35%	-26%	-23%	-27%	-20%	
11	-8%	-13%	-2%	7%	19%	
12	-18%	-10%	14%	-13%	-9%	

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
January 2020 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 26.7%

	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%
	2020	-21%											

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 – MARCH 3, 2020

SUBJECT: Authorization to Purchase Replacement Genfare Point of Sale Equipment

SOURCE: Public Works

COMMENT: On Friday, January 24, 2019, at approximately 7:50 p.m. an individual who was under the influence of a controlled substance destroyed computer equipment inside the downtown Transit Center. The individual was arrested and later booked at the Tulare County South County Detention Facility.

The damaged computer equipment is proprietary to the Genfare faring system and functions as the point of sale at the downtown Transit Center. Staff evaluated each piece of equipment to determine if it is functional or needs to be replaced.

Staff received the attached quote from Genfare, the manufacturer of the proprietary equipment, for the items that need to be replaced. The cost to replace the damaged equipment is \$6,989.07, but does not include tax or shipping, which will be calculated at time of shipping.

Staff is requesting authorization to purchase the replacement Genfare equipment at a cost not to exceed \$7,900. The equipment will be funded from the Transit Division's FY 2019-2020 Capital and Operating Budget.

RECOMMENDATION: That the City Council authorize staff to purchase replacement administrative point of sale equipment from Genfare at a cost not to exceed \$7,900.

ATTACHMENTS: 1. Genfare Quote

Appropriated/Funded: MB

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Sales Quotation

Sold-To-Party

City of Porterville
291 N Main St
Porterville CA 93257

Ship-To-Party

City of Porterville
555 N. Prospect
Porterville CA 93257

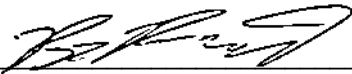
Information

Sales Quote No. 5028169
Document Date 01/29/2020
Customer No. 557
Currency USD
Contact Name
Phone 559-782-7451
FAX 559-784-4569
EMAIL rtree@ci.porterville.ca.us
Validity Start Date 01/29/2020
Validity End Date 03/29/2020
Req Ship Date 01/29/2020

End User

City of Porterville
291 N Main St
Porterville CA 93257

Item	Material	Quantity	Price	Amount
10	A28371-0002 COMPUTER/TOUCHSCREEN/PRINTER (WINDOWS 7)	1 EA	5,907.00 USD	5,907.00
20	A29584-0001 DISPLAY, CUSTOMER, POLE	1 EA	136.00 USD	136.00
30	B29312-0001 CAMERA, ID-APOS	1 EA	814.00 USD	814.00
40	A29099-0001 KIT, KEYBOARD/MOUSE	1 EA	50.43 USD	50.43
50	A29599-0001 TRIPOD, CAMERA	1 EA	33.27 USD	33.27
60	A28456-0001 PRINTER ROLL PAPER, 3.125" x 230'	1 EA	3.12 USD	3.12
70	A29630-0001 HUB, USB 3.0, 4 PORT	1 EA	45.25 USD	45.25
Gross Value:				6,989.07
Total Tax:				
Final Amount:				6,989.07

Signature:

Date: 01/29/2020

Sales Representative:

Brandon Reisdorf

Phone: 847-871-1210

Email:

brandon.reisdorf@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above.

Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

TERMS AND CONDITIONS OF SALE

1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE. Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. GENERAL TERMS

1.1 Subject to the provisions of this Warranty, Genfare warrants that the equipment and software described in Paragraph 1.2 shall conform to their specifications in all material respects and that the equipment shall be free from material defects in materials and workmanship.

1.2 This Warranty applies to all original purchases of new Genfare supplied equipment and spare parts, including licensed software (collectively the "Equipment"). This Warranty does not apply to any subscriptions purchased by customer.

1.3 The "Warranty Period" shall begin on the earliest of (a) the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation completion by a Genfare, or Genfare approved technician, or (c) the date the Equipment is placed into revenue service, and shall end (y) twelve (12) months thereafter for equipment purchases and (z) ninety (90) days thereafter for any spare parts purchases; provided, however, that the Warranty Period for Equipment purchased under Genfare's Upgrade/Reconditioning Program that has been reconditioned or refurbished shall end 6 months after commencement, unless otherwise specified in writing by Genfare.

2. RETURN OF EQUIPMENT UNDER WARRANTY

2.1 If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:

2.2 Customer shall promptly notify Genfare of the problem and the serial number of the defective item;

(a) Genfare shall, at its option, either resolve the problem over the telephone, or provide Customer with authorization to ship the defective item to Genfare;

(b) if Genfare provides Customer with authorization to ship the defective item to Genfare, Customer shall attach a return tag with a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center;

(c) Genfare shall either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;

(d) Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.

2.2 Equipment which is repaired or replaced by Genfare under this Warranty shall be covered under all of the provisions of this Warranty for the remainder of the applicable Warranty Period or ninety (90) days from the date of repair or replacement, whichever is longer.

2.3 A failure is defined as a malfunction of a given device or component in the Equipment that renders the Equipment inoperative and/or unsuitable for the intended purpose.

2.4 It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein. It is further understood that the costs of discovery of the problem associated with a given item of Equipment and the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. TELEPHONE TECHNICAL ASSISTANCE. During the applicable Warranty Period, Genfare shall provide the Customer with over-the-telephone technical fault analysis. Genfare shall not charge Customer for the first ten (10) calls per location per month, and may charge Customer for all additional calls.

4. UPGRADES. During the applicable Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare.

5. DEFAULT AND TERMINATION. Genfare may immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment; (b) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (c) becomes bankrupt or insolvent, or is put into receivership; or (d) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare.

6. LIMITATIONS AND QUALIFICATIONS OF WARRANTY. This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as light bulbs, nor does it apply to any damage, defect or failure caused by:

- (a) any part of the Equipment having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- (b) improper installation, operation or maintenance by Customer or a third party;
- (c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- (d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual;
- (e) inaccurate or incomplete information or data supplied or approved by Customer;
- (f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- (g) cosmetic damage;
- (h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- (i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale).

7. LIMITATION ON DAMAGES.

7.1 THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY FOR THE EQUIPMENT. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.

7.2 EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

7.3 EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Authorization to Purchase Extended Warranties for Charging Stations

SOURCE: Public Works

COMMENT: At its meeting of October 16, 2018, the City Council authorized the purchase and installation of eleven (11) BTCPower 200kW charging stations from GreenPower Motor Company. The purchase includes a three-year network service agreement and a one-year warranty on the equipment. The charging station equipment was fully funded by the California Air Resources Board (CARB) Pilot Project and the Southern California Edison (SCE) Charge Ready Transit Bus Pilot Project. As a recipient of these funds, the City must operate the charging stations for a minimum of ten (10) years.

On February 4, 2020, the City and CARB amended its Agreement, reassigning unused project funds and extending project deadlines, to allow the City to purchase an additional charging station for the downtown Transit Center. Further, this amendment allowed extended warranties for all eleven (11) 200kW charging stations and other items necessary to keep the electric vehicle (EV) fleet operational.

Staff has requested a five-year extended warranty quote, including parts and labor, from BTCPower, the manufacturer of the charging stations, for the eleven (11) BTCPower 200kW charging stations. The total cost of the five-year extended warranty, including parts and labor, for the eleven BTCPower 200kW charging stations is \$280,500. The cost of the extended warranty is fully funded by the CARB grant agreement.

At its meeting of November 19, 2019, the Council authorized the purchase of twelve (12) 50kW charging stations from Tritium. These charging stations will be used to charge the electric on-demand fleet, which will start operation later this year. The purchase included a standard three-year warranty plus an additional two-year extended warranty, for a total of five (5) years on the charging stations. The charging stations were funded by the SCE Charge Ready Transport funding program and Local Transportation Funds (LTF).

On January 15, 2019, Tritium notified the City that its proposal contained an error in which included the additional two-year extended warranty for only one (1) charging station instead of twelve (12). Staff investigated the claim and confirmed that the proposal included a quantity of one (1) two-year Veefil-RT extended warranty line item. Staff then evaluated all of the original bids received on November 8, 2019, and determined Tritium was still the low-bid

after the additional extended warranties were calculated in the total price. The total cost of the additional two-year extended warranty is \$23,650 and will be funded by FY 2019-2020 Local Transportation Funds. The summary of the recalculated proposals is below:

Tritium - \$293,172
BLINK - \$360,228
KITU - \$392,100
ABB - \$457,436
BTCPower - \$473,844
Mobility House - \$493,056
ChargePoint - \$711,356

RECOMMENDATION: That the City Council:
1) Authorize the purchase of eleven (11) five-year extended warranties from BTCPower at a total cost of \$280,500; and
2) Authorize the purchase of eleven (11) additional five-year extended warranties from Tritium at a total cost of \$23,650.

ATTACHMENTS:

1. Staff Report - October 16, 2018
2. Staff Report - November 19, 2019
3. BTCPower Extended Warranty Proposal
4. Tritium Veefil-RT Extended Warranty Proposal
5. Tritium Veefil-RT Original Proposal

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – OCTOBER 16, 2018

SUBJECT: Purchase Battery-Electric Charging Stations

SOURCE: Public Works

COMMENT: On October 1, 2015, staff submitted its award-winning proposal, City of Porterville Transit Electrification Project, to the California Air Resources Board (CARB). With that submittal, the City proposed to purchase and install one 140kW dual charger at the Porterville Transit Center, as well as five 70kW single chargers and five 140kW dual chargers at the Porterville Transit Maintenance facility.

On June 7, 2016, the City was awarded the project and received \$585,900 for the charging stations and \$8,930,522 for the battery-electric buses from CARB.

On February 7, 2017, the City Council, by way of Resolution No. 02-2017, authorized the City to enter into a contract with GreenPower Motor Company, for ten battery-electric transit buses (\$8,916,343) and eleven charging stations (\$585,849). Purchase orders for the battery-electric transit buses and eleven charging stations were approved, however, staff only submitted the purchase order for the buses. It was staff recommendation to wait until the infrastructure design was completed to submit the purchase order for the charging stations should changes be required. Over the course of nearly a year, staff continued to design the charging station infrastructure as they learned more about charging station standards and requirements.

On December 7, 2017, the City and CARB executed Amendment 2 to the CARB Grant Agreement, removing the kW specification for each charging station that would allow the City to purchase the newest and most advance charging stations currently available prior to construction of the infrastructure. The design of the charging station infrastructure continued, however, engineer estimates started to increase as the design became more advanced and eventually required the assistance of electrical engineers. It soon became evident that available funding would not be enough to complete the project and staff should seek additional funding.

On June 11, 2018, staff submitted an application to Southern California Edison's (SCE) Charge Ready Transit Bus Program, for the make-ready infrastructure for ten charging stations at the City Corporation Yard, and also a rebate to offset the cost of purchasing and installing the charging station equipment. If selected, the City would benefit in receiving approximately \$1.3 Million in infrastructure improvements and rebates that would otherwise be funded through limited

Transit funding.

On September 27, 2018, the City was awarded a Charge Ready Transit pilot project, in which SCE will provide the necessary infrastructure needed to power ten charging stations and a rebate of \$200,000 to cover some or all costs for purchasing and installing the charging stations. During the selection process, the City also received confirmation that the charging station vendor, BTCPower, which the City and GreenPower selected to partner with met all of the technical requirements required by the SCE Charge Ready Transit Bus Program.

The original project scope of work for the charging station has changed significantly since 2015 and needs to be updated. Staff recommends the following changes to the scope of work: 1) Eleven (11) 200kW DC Fast Chargers; UL Certified; Single Dispenser; CCS-1 liquid cooled charge coupler; Independent 3G/4G cellular communication; Smart Card User Interface; NEMA 3R Outdoor Cabinet; Cloud managed EVSE charging event reporting; Certified OpenADR 2.0b VEN Interface to SCE; SCE EVSE Reporting Standards; 2) Site and Installation Plan; 3) EVSE startup, validation, and commissioning; and 4) Third-party EVConnect monthly reporting services.

Staff is recommending that the City Council authorize an increase in the purchase order to Green Power Motor Company for the purchase, installation, and third-party data collection of eleven charging stations from \$585,849 to a total cost not to exceed \$785,900.

Funding for the project will be fully funded from the CARB Grant (\$585,900) and SCE Charge Ready Rebate (\$200,000).

RECOMMENDATION: That the City Council authorize the purchase and installation of 11 200kW charging stations from Green Power Motor Company at a cost not to exceed \$785,900.

ATTACHMENTS: 1. GreenPower Quote - Charging Porterville

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 19, 2019

SUBJECT: Authorization to Purchase Electric Vehicle Charging Stations and Network Services for Southern California Edison Charge Ready Transport projects

SOURCE: Public Works

COMMENT: On August 9, 2019, staff received notice that the City was awarded two (2) Southern California Edison (SCE) Charge Ready Transport projects. The projects include make-ready infrastructure, provided by SCE, for twelve (12) 50kW charging stations to be installed at the City Corporation Yard and two (2) 200kW charging stations to be installed at the City's Downtown Transit Center. As a program participant, the City is required to submit purchase orders for the necessary charging stations, five-year network service provider services, and battery-electric transit vehicles within forty-five days.

At the City Council meeting on August 20, 2019, Council authorized staff to purchase twelve (12) Tritium Veefil RT 50kW charging stations, one (1) BTCPower 200kW charging station, and one-year of network services from Greenlots. At the same meeting, the City Council authorized staff to purchase twelve (12) battery-electric vehicles from NorCal Vans. The City had previously purchased one (1) BTCPower 200kW charging station, to be installed at the transit center, with its order from GreenPower.

On October 1, 2019, Greenlots informed the City that their quote did not include all of the required equipment and submitted a revised quote for an additional \$37,803.19. Staff and Greenlots were unable to negotiate an agreement on the revised pricing and on November 1, 2019, staff submitted a notice of cancellation to Greenlots and rebid the project. Due to an extended SCE deadline of November 30, 2019 to submit new purchase orders, staff requested quotes from all available vendors listed on the SCE Charge Ready Transport Approved Product List to be submitted by November 8, 2019.

On November 8, 2019, staff received the following separate quotes for the 5-year network service provider services, twelve (12) 50kW charging stations and one (1) 200kW charging station, each with a 5-year parts and labor warranty.

5-year Network Service Provider Services

EVConnect - \$17,500

KITU - \$39,306

Mobility House - \$48,578

Twelve (12) 50kW Charging Stations

Tritium - \$269,522
BLINK - \$360,228
KITU - \$392,100
ABB - \$457,436
BTCPower - \$473,844
Mobility House - \$493,056
ChargePoint - \$711,356

One (1) 150-200kW Charging Station

BTCPower - \$95,700
KITU - \$100,000
ABB - \$108,906
ChargePoint - \$125,726

Staff determined that EVConnect was the lowest most responsible bidder for 5-year network service provider services, Tritium for the twelve (12) 50kW charging stations, and BTCPower for the one (1) 200kW charging station. Each of these vendors are listed on the latest SCE Approved Product List dated October 17, 2019. The quotes for the charging stations do not include sales tax, which the City will pay directly to CDTFA. The total cost of the project is \$416,475.04.

As an SCE Charge Ready Transport program participant, SCE will provide a 50% rebate for the cost of the charging stations, excluding the extended warranty. The expected SCE rebate is \$184,398.71, the remaining balance will be funded by \$66,175.50 from a previously awarded California Air Resources Board grant, and \$165,900.83 from Local Transportation Funds (LTF).

Cancelling the project with Greenlots and rebidding the project reduced the total project cost by \$92,705.67.

- RECOMMENDATION: That the City Council:
- 1) Authorize staff to enter into a 5-year Network Service Agreement with EVConnect at a total cost of \$17,500;
 - 2) Authorize staff to purchase twelve (12) Tritium Veefil-RT 50kW charging stations from Tritium at a total cost of \$294,452.79; and
 - 3) Authorize staff to purchase one (1) BTCPower HPCT-200 200kW charging station from BTCPower at a total cost of \$104,522.25.
- ATTACHMENTS:
1. EVConnect Network Service Provider Quote
 2. Tritium Veefil-RT Quote (50kW)
 3. BTCPower HPCT-200 Quote (200kW)

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

BTCP^{POWER}

HIGH PERFORMANCE CHARGING INFRASTRUCTURE



CONTACT

Broadband Telecom Power, Inc
1719 S Grand Avenue Santa Ana, CA 92705

www.btcpower.com

310-600-3552



Not yet submitted

City of Porterville
Richard Tree
rtree@ci.porterville.ca.us

Dear Richard,

Thank you for the opportunity to support your electric vehicle infrastructure project.

BTCPower has installed more DC Fast Charging ports in North America, Canada, and South America than any other manufacturer. Our chargers offer 1.6 OCPP compliance to allow you to choose a variety of available charging networks at shipment and anytime in the future. This gives you complete freedom of choice. The largest owners of DC charging equipment portfolios prefer to buy directly from BTCPower.

The following pages has a price quote, spec sheet, and some additional details relevant to your project. We will help you to complete this project on-time and on-budget. We will custom produce and configure your charging station order with your preferred charging network. You can even purchase your network license and communication plan directly through BTCPower in one simple transaction. Your quote includes warranty coverage for 12 BTCPOWER High Power 200kw Chargers with Dispenser.

BTCPower provides EV drivers with best charging experience. You don't need to take our word for it; BTCPower equipment earns the highest aggregate user satisfaction score on [Plugshare.com](https://www.plugshare.com) than any other charging station manufacturer.

Sincerely,

Kauai Mansur

Kauai Mansur
Business Development
BTCPower
Direct: 310-600-3552

SOLD TO:

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

Quotation: 81736
Date:10/28/19

Project:
ServiceShield x 11 (200KW DC Charger Combo)

SHIP TO:

City of Porterville
City Corporation Yard
555 N. Prospect St
Porterville, CA 93257

Prepared by:

Kauai Mansur
kmansur@btcpower.com
Tel 310-600-3552

Description (check boxes to activate total and change quantities)	Price	Qty	Subtotal
SERVICES			
☒ SERVICE SHIELD - WPL-DC-100-Preferred DC-5 5 Year Warranty Parts and Labor DC Fast Charger 200kW & 1 High Power Dispenser (Liquid Cooled) in California	\$25,500	11	\$280,500
Total			\$280,500

Sales Tax additional if required



1719 South Grand Avenue, Santa Ana, CA., 92705 – 714.259.7996

**BTCPower ServiceShield
Charging Station Support Services
Scope of Work**

DEFINITIONS

“Order” is an order, statement of work, purchase order or BTCP schedule submitted by Customer and accepted by BTCP under the terms and conditions of this Agreement for the acquisition of Support Services, or other services from BTCP.

“Support services” are BTCP maintenance service plans as described on a Schedule and corresponding Support Services Addendum under an Order.

“Tools” are diagnostic tools and routines embedded in hardware to aid BTCP in the provision of Support Services. Tools are proprietary and confidential to BTCP and its licensors.

“Normal business hours” means 8:00 a.m. to 5:00 p.m., Monday through Friday, except on public holidays.



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TERMS

1. Term Length:

The length of contract is five (5) years.

2. Cost:

The cost of shall be as defined in Price List.

3. Customer Responsibilities:

Provide adequate working space for use by BTCP personnel near the Products; Provide BTCP access to the Products and sufficient access to the Customer network system, subject only to Customer's security rules; Follow BTCP instructions and procedures for operator and equipment use.

Customer must give BTCP prior written notice of any proposed changes (including alterations or attachments to equipment, software, components, boards or subassemblies) to Products covered by a BTCP warranty or enrolled in Support Services. To the extent BTCP does not perform the work related to any proposed alternations or modifications to the Chargers, Customer acknowledges that such work shall be excluded from the warranty services.

4. Support Services Description:

During the maintenance contract period, BTCP shall, with respect to all Products:

- (i) Diagnose and repair equipment that does not work according to the manufacturer's specifications. This includes all charging and payment related functions of the system.
- (ii) Other than as provided in Section 5, this contract shall include all needed parts, labor and travel necessary to perform needed repairs.

5. Exceptions. The following work is NOT covered under the Support Services:

- (i) Any damage to electrical switchgear, circuit breaker, fusible disconnects on a Charger, unless such equipment is provided by BTCP or otherwise specified in an Order as included in the Support Services;



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- (ii) Any damage to a charger cord for connection to EVs, unless such damage is caused by a manufacturing defect in the cord or connector assembly; and
- (iii) Any acts of vandalism or abuse.

6. Response Timeline

Business Hours – Monday – Friday -- 8:00 AM – 5:00 PM
Saturday & Sunday – 8:00 AM – 12:00 PM
Calls after 12:00 PM will receive Initial Response on Monday

Service Level Agreement

Initial response / engineering evaluation (phone or dial in) – 4 working hours
First Line Dispatch – Three (3) business days post engineering evaluation
Second Line Dispatch (if needed) – Three (3) business days after first line dispatch

Notes

Any access restrictions at the charger location may result in longer SLA times.
Additionally, any access restrictions must be clearly defined to BTCP during or before the initial installation.

7. Time & Material Calls

A service call may be deemed billable and charges applied for time spent (including travel) and materials used if any of the following occur:

- (i) Problem is caused by vandalism, theft, fraud, natural disaster, accident, power failure or spikes, neglect or misuse or any other cause that is outside of “normal equipment failure.”
- (ii) Problem is caused by any alteration or repair to the system not done within the manufacturer’s specs or not done by BTCP.
- (iii) Work needed is for an upgrade, not a repair.
- (iv) Root cause of problem is an item that is listed on the “Equipment Not Covered” list.
- (v) Labor rate for time & materials calls is \$85 per hour and includes travel time. Actual time will be charged and there is no minimum.
- (vi) BTCP will notify and wait for written approval from Customer before performing any work that is not covered under the maintenance and support services.



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8. BTCP shall carry out all examinations and work required hereunder during normal business hours. If BTCP, at Customer's request or in an emergency, shall carry out any examination or work outside normal business hours BTCP shall be entitled to make an extra charge calculated at the applicable hourly rate.
9. The services being provided by BTCP hereunder shall not include any labor provided and/or parts which are necessary to repair damage to the equipment caused by accident, abuse, vandalism, act of God, acts of third parties, or reconditioning or altering or modification of the setup of the equipment which may be requested by Customer.
10. Customer shall ensure that the equipment is used in accordance with BTCP's operating instructions and shall make the equipment available to BTCP at all reasonable times for the purpose of enabling BTCP to perform its obligations under this agreement.
11. If any charge or part thereof shall be unpaid for fourteen days after the agreed date the same shall be become due, BTCP may (without prejudice to its right to recover the same) give notice to Customer by registered mail requiring Customer to pay such charges or part thereof within seven days after receipt of such notice and if Customer shall fail to comply with such notice BTCP may forthwith terminate this Agreement.

ABOUT BTCPower

BTCPower is a recognized leader in the EV charging industry specializing in providing reliable and cost-effective power managed EVSE charging solutions. BTCPower is unique in the EVSE marketplace in that it designs, manufactures, installs and services its own array of AC Level 2 (30A, 40A, and 70A) charging stations, Level 3 DC Fast Chargers (50kW- 100kW) and High-Power Charging Systems (100kW-350kW) suitable for charging light duty electric vehicles, fleet EVs, delivery service EVs and heavy-duty EVs such as school and transit buses.

BTCPower is a US based corporation with global headquarters in Santa Ana, CA, where sales, marketing, engineering and customer service take place. In 2018, BTCPower became a wholly owned subsidiary of Innogy e-mobility U.S.. The acquisition has enabled BTCPower to greatly expand its product offering, custom design and manufacturing capabilities and enhance its customer service department to meet the demand from the rapidly growing EV industry.



Veefil^{RT}

Commercial Offer



Progressive. Innovative. Distinctive.

Dear Russell and team,

RE: the original quote had the 3-year warranty listed as:

RT Warranty	3-year, included. Years 4-5	1	\$2,150
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This quantity was meant as a unit quantity and should have been multiplied by 12. Since 12 units were purchased.

PO was issued for 1 @ \$2,150.

We have the chargers ready to ship but need to either:

- A) Receive a PO for the remaining 11 units @ - \$2,150 = \$23,650 (See Pricing Below) OR
- B) We just have the Standard 3 – Year warranty on the 11 chargers and have 1 @ 5 years.

Let me know your thoughts, I understand the confusion and would like to get a solution quickly and get the chargers on their way!

We look forward to a continued partnership!

Yours sincerely,

STEPHEN TOK

Stephen Tok

Utility Sales Manager

310.618.4834

Tritium Pty Ltd

We are Tritium

Our future is exciting and
we're glad you're a part of it.

Tritium is committed to your electric vehicle charging success. Tritium offers a flexible, responsive, and dedicated approach in developing electric vehicle charging networks around the world. Established in 2001, and backed by government and private investors, Tritium is a leader in the development and manufacture of electric vehicle charging infrastructure. Tritium has a growing global presence with installations in over 29 countries around the world and offices in three continents.



Your charging success is our business

RESEARCH AND DEVELOPMENT

Tritium's R&D is the company's backbone and is located in Brisbane with an engineering team equal to the size of our manufacturing staff. These engineering teams develop the innovative technology used in our products from the ground up. They are also innovative problem solvers, finding solutions to ensure our products can meet tomorrow's needs for EVs.

Tritium has manufacturing facilities and offices in Australia (Brisbane), the USA (Torrance) and The Netherlands (Amsterdam). At Tritium we are continuously working to improve our manufacturing processes to improve efficiency.

QUALITY

The dedicated Quality Team makes up more than 10% of the entire Tritium workforce and includes managers, inspectors, technicians, and engineers. Working closely with the Tritium Customer Experience team, the Quality Team is always actively listening to the customer's voice. All our facilities have an uncompromising commitment to quality.

Driven from the top down, our commitment is to provide our customers with the highest quality products, assuring their performance, consistency, safety, and value.

Tritium is committed to an Integrated Management System based upon the requirements of ISO9001:2015, ISO14001:2015, ISO45001:2018 and all applicable health, safety, and environmental regulations ISO9001.

Veefil^{RT}

50kW DC Fast Charger



Awarded for its design, innovation and sustainability, Veefil-RT is the electric fast charger for public spaces.

- + Liquid cooling
- + Slim, compact and stylish design
- + Reduced install cost
- + Increased reliability
- + Durable UV resistant exterior
- + Low maintenance
- + OCPP Integration

ABOUT VEEFIL

The Veefil-RT from Tritium is a reliable and robust electric vehicle fast charger with an attractive design that is easy to own and operate. Its patented liquid-cooling system ensures maximum product life with minimum maintenance. The small footprint and lightweight design of the Veefil facilitates a wide choice of location options and easy installation.



With the flexibility of different colours and branding design, the Veefil-RT is easily adapted to suit your corporate image.

50kW SPECIFICATIONS

CONNECTORS	CHaDeMO and CCS (Type 1 or 2)
POWER	Up to 50kW
SUPPLY INPUT	380 - 480 V AC 3Ø
SUPPLY FREQUENCY	50-60 Hz
IP RATING	IP65
EFFICIENCY	>92%
POWER FACTOR	0.99
OPERATING TEMPERATURE	-35°C to 50°C
NETWORK CONNECTION	3G and Gigabit Ethernet
RFID	MIFARE ISO/IEC14443A/B, ISO/IEC15693, ISO/IEC18000-3, FeliCa, NFC, EMV 2.0
COMMUNICATION PROTOCOL	OCPP 1.5 and 1.6J
WEIGHT	165 kg
ELECTRICAL PROTECTION	Short circuit; Over voltage: RCD
DIMENSIONS	2000(H) x 750(W) x 330(D) mm
FREIGHT	24 units per 20' container
CERTIFICATION	CE, UL, CHAdeMO, RCM, FCC, IC



Our commitment to you

The Tritium product warranty commences on the delivery date and is only valid if the equipment has been properly installed, used and maintained by the owner throughout the ownership period, and in accordance with the manufacturer's recommendations as stated in the warranty information included with the supporting documents. The repair or replacement of a product or spare part during the warranty period does not extend the initial warranty period.



Should you need support to resolve any issues with your Tritium chargers our local and global support teams are available to deliver a resolution.

PRODUCT WARRANTY

- + All Tritium products come with a standard three year warranty. This warranty can be extended up to five years at an additional cost
- + We offer spare parts inventory availability within 72 to 96 hours
- + All customers have access to our accredited service technician network
- + Recommended housekeeping tasks that can be performed by non-skilled staff convenient to the host site:
 - Regular cleaning around the unit to avoid accumulation of debris
 - Wipe surfaces with a soft cloth dampened with water, or use alcohol based cleaner for harder to remove marks
 - Visual check to see connectors are in good order

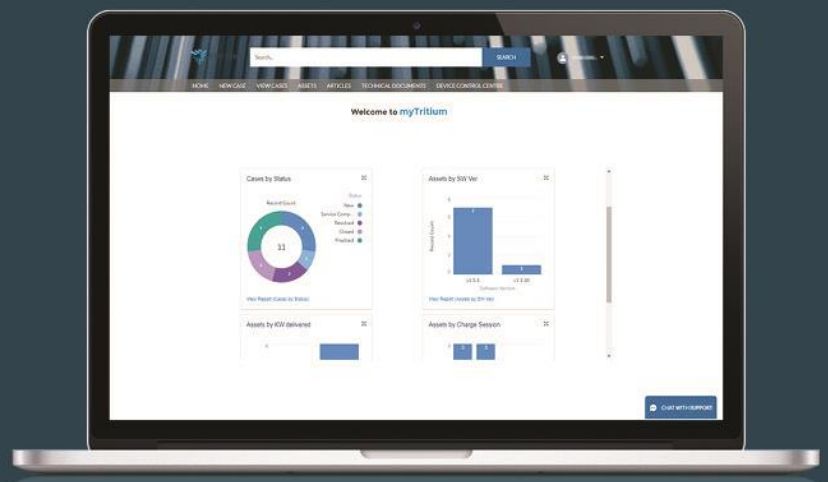
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myTritium

myTritium is our helpdesk portal where you can:

- + Log service requests for Product & Charger issues
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- + Access to Tritium Community resources
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- + Provides warranty management



DCC (Optional)

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- + Monitor your charger network
- + See your network utilisation
- + See networked user statistics

myTritium empowers you with real time visibility into charger operations and performance. This enables you to proactively detect issues and resolve them.

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CUSTOMER TRAINING

- + **Product Insight** – Basic customer triage for Level 1 contact centre management
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FIELD SERVICE TRAINING

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- + **Product Based Level 1 Service and Maintenance Training** – Services and maintenance activities that can be completed without an electrician
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- + **Product Based** – Update and refresher training
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Pricing

PRODUCT	DESCRIPTION	QUANTITY	PRICE
Veefil93-50-01	Tritium 50kW DC Fast Charger CCS1 / CHAdeMO	Purchased	\$Purchased
RT Warranty	3-year, included. Years 4-5	11	\$23,650

Commercial terms

Sales of Tritium’s Products are exclusively made pursuant to its Terms of Sale as enclosed with this Commercial Offer. Please review those terms to understand how to order our Products.

Currency	USD
Tax	All prices exclude all applicable taxes and/or duties payable.
Lead-Time Estimate	8 weeks – Shorter on the 50 if in stock
Deposit	30%
Payment terms	Net 30
Incoterms	EXW
Validity	Valid for 30 days upon receipt

Revision record

REVISION	DATE	CHANGE

Terms of Sale

Welcome to the e-mobility future!

Tritium is a technology company, pioneering e-mobility and renewable energy solutions. Our products empower you to manage your electric vehicle energy needs. By purchasing our products, you are taking part in the global transition to the e-mobility future, so welcome!

Who are these terms for

These terms are our standard terms of sale for our products.

We do have more detailed, tailored terms for customers committing to ongoing purchases and for our product resellers.

Ordering chargers from us

After you've reviewed our commercial offer and we've discussed your requirements, we'll issue you with a final quote subject to these terms. You may accept our final quote by advising us with a purchase order within 14 days after it is sent to you. The purchase order cannot modify the final quote. If you need to modify, we will issue a new quote. On acceptance of our final quote, a contract will be created between us and you.

The final quote and these terms sets out the full and only terms under which we will supply the products to you (together let's call them "the contract").

Paying us

The price and our payment terms are set out in the final quote.

Delivery

The final quote will also set out our delivery terms and timing. We use the International Chamber of Commerce [Incoterms](#) to confirm who is organising and paying for delivery and who is responsible for the risk of loss or damage during delivery.

We always aim to deliver our products on time, but there may be circumstances beyond our control that prevent us from doing so. Our team will keep you updated about any changes to the status and timing of your order.

Even after delivery, you do not own our products until you have paid for them in full.

Who can purchase our products

If you're involved in the sale of petroleum to the public you will need to purchase our products through one of our distribution partners.

You cannot install our chargers outside the territory specified in the final quote.

Products supplied to you under these terms are for your use only, and you agree to not offer them for resale or otherwise to any third party. If you would like to resell our products, please contact us for more information.

Our intellectual property

Our products contain IP that we own or licence. By "IP", we mean materials such as software, copyright, code, designs, documents, equipment, technical information, patents, trademarks, logos, data or any other materials that we may provide to you, or which are embedded in or form part of the products. We also mean any updates, improvements or modifications to that IP – whether made by you, us or any third party.

We will always remain the owner of our IP, but we grant you a limited licence to use our IP so that you can operate the products (solely as they're intended to be used) within the territory set out in our commercial offer, and in accordance with the contract.

We will own any IP that is created or developed through the use of the products. This includes performance, telemetry and diagnostic data created by the products which help us support and improve our products. You consent to us accessing, copying and using this created or developed IP for our commercial purposes.

You agree to only use our IP in the products to the extent that is necessary for the intended use of our products. This means for example, you agree not to attempt to copy or extract it or reverse engineer it to make competing products. You also agree not to try to sell it or allow third parties to use it.

You will continue to own all your IP provided to us, such as the branding you might want applied to our products (we can customise the *look and feel* of our chargers).

Confidentiality

We will both receive documentation that is confidential or commercially sensitive (including, for example, the terms of our commercial offer or details of your intended installation sites for our products). At all times now and in the future, we both agree to keep that information confidential, to not disclose it to third parties, and to only use the confidential information as is contemplated by the contract or with each other's prior written approval.

Liability and warranties

Stuff happens– that's life! Neither of us will be liable under the contract, for any liability caused or contributed to by an event or circumstance outside our reasonable control.

So far as we're legally allowed, each of our respective liability in connection with the contract, will be limited to the price payable by you for the products under the contract. Neither of us will be liable for any "consequential loss" of any type, which includes (for example) any loss of profits, benefits, business, goodwill, opportunity, savings, reputation, use and/or corruption of data.

We guarantee the products we manufacture. The conditions of our three-year warranty are set out in our commercial offer. For clarity, we exclude any implied warranties or guarantees, but this is not intended to limit or exclude any of your rights that cannot lawfully be excluded. When liability cannot be excluded, but may be limited, you agree that our liability for such failure is limited to (at our election) us repairing or replacing the products or us paying the cost of repairing or replacing the products.

Other matters (that didn't deserve their own headings)

We both agree that the laws of that territory specified in the final quote will apply to the contract, and we both submit to the courts of that jurisdiction in the event of a dispute. You agree to comply with any local laws that may apply to taking delivery of, installing and using our products.

If there is a dispute that arises under the contract, we both agree to meet in good faith to seek to resolve the issue, before going to court. Of course, this won't prevent either of us from seeking urgent equitable relief for instance, if you can't keep confidential information confidential, or you try to run off with our intellectual property.

Q & A

Our lawyers have tried hard to make these terms balanced and intelligible to our customers, but if you would like to discuss these terms, please do not hesitate to contact us.

[Version 2.4]

Warranty Statement

Tritium guarantees that the Products it manufactures, or that are manufactured on its behalf, will be free from manufacturing defects for a period of:-

1. three years from the date of purchase; or
2. up to 5 years from the date of purchase where the Customer has purchased a *Tritium Warranty Extension*.

If notified of defects within the above periods, Tritium will repair or replace the defective Products or components with new or repaired Products or components, without charge for labour or parts. All reasonable costs associated with Tritium travelling to the site of the Products and decommissioning or recommissioning the Products, shall be borne by the Customer. If the Customer has not provided Tritium with details of the Products' location and installation through *MyTritium*, responses may be delayed. Defective Products or components replaced by Tritium become the property of Tritium upon replacement.

Tritium's warranty does not apply when:-

1. Tritium (or its authorised technicians) are not granted remote access to the defective Product's telemetry data after receiving notice of a defect; or
2. the Customer has not complied with the directives and specifications set out in the Product documentation including without limitation, ongoing maintenance requirements where required, Embedded Software update schedules, site installation requirements; and Product usage instructions; or
3. the Products have been installed incorrectly or in a Region the Customer was not authorised to install in.

Tritium's warranty does not cover damage or Product operation variations:-

1. caused by repair operations or attempts, modifications, adaptations or alterations performed by unauthorised personnel or using unauthorised parts;
2. caused by the carelessness or negligence of the Customer, the Customer's agents or servants, or the end user; or that could have been prevented by the exercise of reasonable diligence by the Customer;
3. due to incorrect use of the Products, including without limitation:-
 - a. with devices (such as plug adapters) not authorised by Tritium;
 - b. for a purpose it was not designed for, such as the charging of prototype and non-production vehicles;
 - c. under environmental, climatic and operating conditions that are abnormal, or do not comply with the specifications set out in the Product documentation;
4. due to accidental events, fires, lightning strikes, fluids, chemicals or other substances, floods, vibrations, over-currents, wrong input supply voltage or utility supply problems, radiation, electrostatic dischargers, other forces, external impacts, vehicle collisions, vandalism or any matter that is not reasonably within the control of Tritium.

Tritium's warranty does not extend to components requiring replacement due to wear and tear or that will require periodic replacement during the warranty period, including without limitation, charge cable connectors, coolant, radiator pumps, rubber plug holsters, and the HMI.

Tritium's warranty is subject to the same limitations of liability as set out in Tritium's Terms of Sale available at Tritium's website.





tritium.com.au Australia • USA • Netherlands

Email: enquiries@tritium.com.au

Phone: (Worldwide) +61 7 3147 8500 (USA) +1 310 961 5299 (Europe) +31 202 250 100



Veefil^{RT}

Commercial Offer



Progressive. Innovative. Distinctive.

Dear Russell and team,

I am pleased to present this Commercial Offer to the City of Porterville for our DC 50KW Fast charger and our 175kW RTS Ultra-Fast Charger.

The Tritium team is excited to be part of the electric vehicle charging infrastructure sector that supports the uptake of e-mobility worldwide. We enjoy the challenge of delivering progressive and innovative projects. One of our main focuses is on electrifying fleets. We charge many city and bus fleets worldwide. We currently are installing the largest high-power, mixed-use, parking garage charging plaza in conjunction with Tesla at the City of Pasadena.

Tritium's fast charging technology is recognized as "best in class" and serves drivers in 30 countries as well as garnering over 40 million charging hours. As a result, this extensive experience enables our team to deliver world leading solutions and reliability. Our product reliability is shown in our 3-year parts and labor warranty and 10-year maintenance cycle. We offer a patented, liquid cooled IP65 rated, sealed charger.

Tritium is OCPP1.5 and 1.6J compliant and we work with all OCPP compliant Network Providers.

Our 175kW is currently in UL testing and is expected to be in production in December. We will be working quickly with SCE to get the product listed on the approved list. We are currently deploying the largest port electrification with our 175 at the Port of Long Beach.

I would also like to extend an open invitation to visit the team in Torrance, CA, to view our facilities and to present our technologies and products to you.

We look forward to working with you.

Yours sincerely,

Stephen Tok

Utility Sales Manager

310.618.4834

Tritium Pty Ltd

We are Tritium

Our future is exciting and
we're glad you're a part of it.

Tritium is committed to your electric vehicle charging success. Tritium offers a flexible, responsive, and dedicated approach in developing electric vehicle charging networks around the world. Established in 2001, and backed by government and private investors, Tritium is a leader in the development and manufacture of electric vehicle charging infrastructure. Tritium has a growing global presence with installations in over 29 countries around the world and offices in three continents.



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RESEARCH AND DEVELOPMENT

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- + Liquid cooling
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ABOUT VEEFIL

The Veefil-RT from Tritium is a reliable and robust electric vehicle fast charger with an attractive design that is easy to own and operate. Its patented liquid-cooling system ensures maximum product life with minimum maintenance. The small footprint and lightweight design of the Veefil facilitates a wide choice of location options and easy installation.



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50kW SPECIFICATIONS

CONNECTORS	CHaDeMO and CCS (Type 1 or 2)
POWER	Up to 50kW
SUPPLY INPUT	380 - 480 V AC 3Ø
SUPPLY FREQUENCY	50-60 Hz
IP RATING	IP65
EFFICIENCY	>92%
POWER FACTOR	0.99
OPERATING TEMPERATURE	-35°C to 50°C
NETWORK CONNECTION	3G and Gigabit Ethernet
RFID	MIFARE ISO/IEC14443A/B, ISO/IEC15693, ISO/IEC18000-3, FeliCa, NFC, EMV 2.0
COMMUNICATION PROTOCOL	OCPP 1.5 and 1.6J
WEIGHT	165 kg
ELECTRICAL PROTECTION	Short circuit; Over voltage: RCD
DIMENSIONS	2000(H) x 750(W) x 330(D) mm
FREIGHT	24 units per 20' container
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PRODUCT WARRANTY

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- + We offer spare parts inventory availability within 72 to 96 hours
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- + Recommended housekeeping tasks that can be performed by non-skilled staff convenient to the host site:
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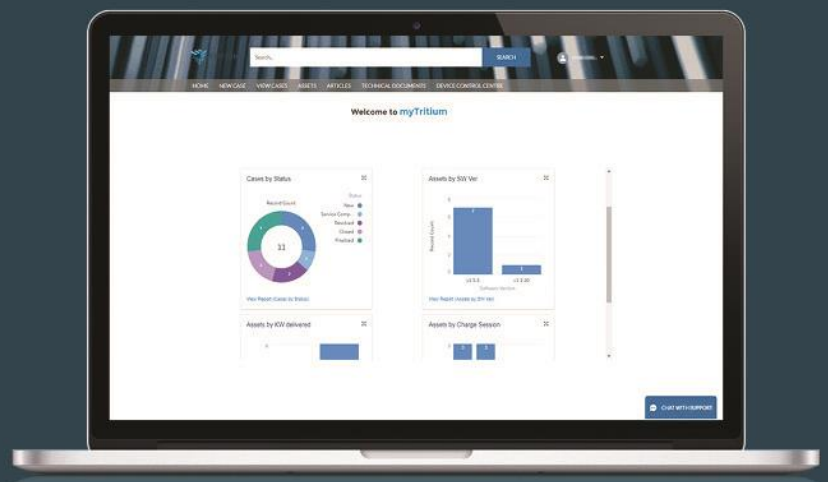
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Pricing

PRODUCT	DESCRIPTION	QUANTITY	PRICE
Veefil93-50-01	Tritium 50kW DC Fast Charger – 8 ft Cables CCS1 / CHAdeMO	12@21,500	\$258,000
VeefilRTS	Tritium 175kW HPC w/ 185kVA isolation TMFR 20ft retractable cables CCS1 350A / CHAdeMO 200A	1	\$75,500
Training	Training on product and installation	1	\$1,500
RT Warranty	3-year, included. Years 4-5	1	\$2,150
RTS Warranty	3-year, included. Years 4-5	1	\$5,663
12 ft cables	12 ft cable option for the RT 50	12@356	\$4,272
Custom Branding	Custom vinyl wrap branding	13	included
Shipping	Estimated will finalize on approved number	13@300	\$3,900

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Currency	USD
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REVISION	DATE	CHANGE

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Who can purchase our products

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Our intellectual property

Our products contain IP that we own or licence. By "IP", we mean materials such as software, copyright, code, designs, documents, equipment, technical information, patents, trademarks, logos, data or any other materials that we may provide to you, or which are embedded in or form part of the products. We also mean any updates, improvements or modifications to that IP – whether made by you, us or any third party.

We will always remain the owner of our IP, but we grant you a limited licence to use our IP so that you can operate the products (solely as they're intended to be used) within the territory set out in our commercial offer, and in accordance with the contract.

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You agree to only use our IP in the products to the extent that is necessary for the intended use of our products. This means for example, you agree not to attempt to copy or extract it or reverse engineer it to make competing products. You also agree not to try to sell it or allow third parties to use it.

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Liability and warranties

Stuff happens– that's life! Neither of us will be liable under the contract, for any liability caused or contributed to by an event or circumstance outside our reasonable control.

So far as we're legally allowed, each of our respective liability in connection with the contract, will be limited to the price payable by you for the products under the contract. Neither of us will be liable for any "consequential loss" of any type, which includes (for example) any loss of profits, benefits, business, goodwill, opportunity, savings, reputation, use and/or corruption of data.

We guarantee the products we manufacture. The conditions of our three-year warranty are set out in our commercial offer. For clarity, we exclude any implied warranties or guarantees, but this is not intended to limit or exclude any of your rights that cannot lawfully be excluded. When liability cannot be excluded, but may be limited, you agree that our liability for such failure is limited to (at our election) us repairing or replacing the products or us paying the cost of repairing or replacing the products.

Other matters (that didn't deserve their own headings)

We both agree that the laws of that territory specified in the final quote will apply to the contract, and we both submit to the courts of that jurisdiction in the event of a dispute. You agree to comply with any local laws that may apply to taking delivery of, installing and using our products.

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Q & A

Our lawyers have tried hard to make these terms balanced and intelligible to our customers, but if you would like to discuss these terms, please do not hesitate to contact us.

[Version 2.4]

Warranty Statement

Tritium guarantees that the Products it manufactures, or that are manufactured on its behalf, will be free from manufacturing defects for a period of:-

1. three years from the date of purchase; or
2. up to 5 years from the date of purchase where the Customer has purchased a *Tritium Warranty Extension*.

If notified of defects within the above periods, Tritium will repair or replace the defective Products or components with new or repaired Products or components, without charge for labour or parts. All reasonable costs associated with Tritium travelling to the site of the Products and decommissioning or recommissioning the Products, shall be borne by the Customer. If the Customer has not provided Tritium with details of the Products' location and installation through *MyTritium*, responses may be delayed. Defective Products or components replaced by Tritium become the property of Tritium upon replacement.

Tritium's warranty does not apply when:-

1. Tritium (or its authorised technicians) are not granted remote access to the defective Product's telemetry data after receiving notice of a defect; or
2. the Customer has not complied with the directives and specifications set out in the Product documentation including without limitation, ongoing maintenance requirements where required, Embedded Software update schedules, site installation requirements; and Product usage instructions; or
3. the Products have been installed incorrectly or in a Region the Customer was not authorised to install in.

Tritium's warranty does not cover damage or Product operation variations:-

1. caused by repair operations or attempts, modifications, adaptations or alterations performed by unauthorised personnel or using unauthorised parts;
2. caused by the carelessness or negligence of the Customer, the Customer's agents or servants, or the end user; or that could have been prevented by the exercise of reasonable diligence by the Customer;
3. due to incorrect use of the Products, including without limitation:-
 - a. with devices (such as plug adapters) not authorised by Tritium;
 - b. for a purpose it was not designed for, such as the charging of prototype and non-production vehicles;
 - c. under environmental, climatic and operating conditions that are abnormal, or do not comply with the specifications set out in the Product documentation;
4. due to accidental events, fires, lightning strikes, fluids, chemicals or other substances, floods, vibrations, over-currents, wrong input supply voltage or utility supply problems, radiation, electrostatic dischargers, other forces, external impacts, vehicle collisions, vandalism or any matter that is not reasonably within the control of Tritium.

Tritium's warranty does not extend to components requiring replacement due to wear and tear or that will require periodic replacement during the warranty period, including without limitation, charge cable connectors, coolant, radiator pumps, rubber plug holsters, and the HMI.

Tritium's warranty is subject to the same limitations of liability as set out in Tritium's Terms of Sale available at Tritium's website.





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Email: enquiries@tritium.com.au

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CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Amendment to the GreenPower Motor Company, Inc. Agreement and Authorization to Purchase Spare Parts for the Battery-Electric Fleet

SOURCE: Public Works

COMMENT: On February 7, 2017, the City of Porterville and GreenPower Motor Company, Inc. (GreenPower), entered into an Agreement for the purchase of battery-electric heavy duty buses and charging stations. The Agreement was for an initial purchase of ten (10) buses and eleven (11) charging stations, with a disbursement schedule that was consistent with the California Air Resources Board (CARB) Grant Agreement, the funding source for the project.

On November 7, 2017, the City amended its Agreement with GreenPower to align the terms of payment to GreenPower with the City's CARB Grant Agreement Amendment No. 1.

Additional tasks identified in the Scope of Work required GreenPower to make available one (1) additional EV350 battery-electric transit bus to be dedicated as a back-up and one (1) service truck with a portable charging station to remotely charge vehicles for the term of the Contract.

In accordance with the FTA's 49 CFR Part 665, "Bus Testing Program," GreenPower, at its own expense, was required to arrange for the EV350 model bus testing at the Federal Transit Administration (FTA) Bus Testing Facility at Altoona, Pennsylvania prior to the City's acceptance of the first vehicle in a manner that the Time of Performance outlined in the contract specifications will not be impacted.

From the time the GreenPower Agreement was executed, on February 7, 2017, GreenPower has not performed the FTA Altoona Bus Testing for the EV350 model, nor provided a spare EV350 bus and service truck with portable charging station. Since the FTA Altoona Bus Testing was required to be performed prior to the delivery and acceptance of the first bus, the City and GreenPower mutually agreed to withhold an additional five percent (5%) of the total cost of each delivered bus until the completion of the required Altoona testing. With no timeline to have the bus testing performed or the delivery of the spare bus and service truck, staff scheduled a meeting on September 24, 2019, with GreenPower representatives. At this meeting, staff was informed that the FTA Altoona Bus Testing for the EV350 model and the spare EV350 transit bus would not be performed or provided in respect to this Contract. The service truck with a portable charging station would still be performed and made

Item No. 3.

available to the City.

GreenPower's decision not to perform the Altoona Testing nor provide the spare EV350 bus does not impact the City's performance of the CARB Agreement, however, the five percent (5%) withholding from the total cost of each delivered bus could not be reprogrammed without the approval of CARB. Staff has been working with CARB to identify eligible project expenses that these funds could be reprogrammed too. CARB, GreenPower, and the City mutually agreed that spare parts for the EV350 fleet would be an eligible expense and help keep the EV350 fleet operational for a longer period of time. With the production and delivery of five (5) or more EV350 models, the GreenPower EV350 model cannot be purchased, using federal funds, until the the Altoona Bus Testing is completed, as well as satisfying the Buy America requirement.

On February 4, 2020, the City and CARB amended its Agreement, reassigning unused project funds and extending project deadlines, to allow the City to purchase an additional charging station for the Downtown Transit Center, extended warranties for all eleven (11) 200kW charging stations, and spare parts for the EV350 fleet that are necessary to keep the electric bus fleet operational.

The CARB Amendment No 3 to the Agreement specifies the total amount authorized for the purchase of spare parts to be \$341,286. GreenPower has provided staff a full list of available spare parts for the EV350 fleet. It is staff's recommendation to authorize staff to negotiate the purchase of spare parts for a not to exceed amount of \$341,286. At the completion of the spare parts negotiation, staff is requesting authorization to issue a purchase order to GreenPower for the EV350 spare parts. The CARB Agreement deadline to purchase and deliver the EV350 spare parts is April 30, 2020.

RECOMMENDATION: That the City Council:

- 1) Authorize the City Manager and City Attorney to execute Amendment No. 3 to the Agreement for Battery-Electric Heavy Duty Buses with GreenPower Motor Company, Inc.; and
- 2) Authorize staff to negotiate and then purchase spare parts for the GreenPower EV350 fleet from GreenPower at a total cost not to exceed \$341,286.

ATTACHMENTS:

1. Draft Agreement
2. Staff Report - November 7, 2017
3. G14-LCTI-10,03 Grant Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

**AMENDMENT NO. 3 TO AGREEMENT
FOR BATTERY-ELECTRIC HEAVY DUTY BUSES**

The City of Porterville Agreement with the GreenPower Motor Company, Inc. to provide transit services, entered into on February 7, 2017, is amended on February ___, 2020, between the City of Porterville, hereinafter referred to as “CITY” and GreenPower Motor Company, Inc., hereinafter referred to as “CONTRACTOR” with reference to the following:

WHEREAS, CITY and CONTRACTOR entered into an agreement for the purchase of battery-electric heavy duty buses and charging station equipment on February 7, 2017;

WHEREAS, a “First Amendment to Agreement” for the buses was approved by the CITY on May 26, 2017, but was never executed by CONTRACTOR;

WHEREAS, a “Second Amendment to Agreement” for the buses and charging station equipment was approved by the CITY on November 7, 2017; and

WHEREAS, CITY and CONTRACTOR desire to amend said agreement concerning the change in scope of work and Altoona Bus Testing schedule;

ACCORDINGLY, IT IS AGREED:

- I. Section 6(g) of the Agreement (“Withholding of 5% of Cost of Buses”) is amended to read:

Withholding of 5% of Cost of Buses for Minor Deficiencies. Consistent with Section 6(c) above, the CITY shall withhold five percent (5%) of the total cost of each delivered Bus to assure correction of minor deficiencies and compliance with all inspections. The withheld funds shall be paid in full to the Contractor within thirty (30) days of final acceptance of all buses, after completion and passage of all required inspections, and unless specific defects are found in the vehicle or it is subject to a fleet defect. The defect(s) found shall be described and submitted in writing, including the relevant specification requirement, to the Contractor when

identified and within the thirty (30) day withholding period. The withheld funds shall be paid in full to the Contractor upon repairs of the vehicle or the execution by both parties of a written commitment from the Contractor reflecting a mutual agreement to resolve the identified deficiency. The withholding option set forth in this paragraph shall be in addition to any damage and remedies available to CITY as set forth elsewhere in this Contract or which are otherwise available to CITY under applicable law. The exercise by CITY of the withholding option set forth in this subparagraph shall in no way constitute a waiver of CITY's ability to seek or exercise any other damages or remedies available to it.

Withholding of 5% of Cost of Buses for Altoona Bus Testing. Consistent with Section 6(c) above, the CITY shall withhold five percent (5%) of the total cost of each delivered Bus to assure completion of the Altoona Bus Testing. The withheld funds shall be paid in full to the Contractor within thirty (30) days of the submittal of the Altoona Test Report. The withholding option set forth in this paragraph shall be in addition to any damage and remedies available to CITY as set forth elsewhere in this Contract or which are otherwise available to CITY under applicable law. The exercise by CITY of the withholding option set forth in this paragraph shall in no way constitute a waiver of CITY's ability to seek or exercise any other damages or remedies available to it.

In the event the Contractor fails to complete the Altoona Bus Testing, the CITY and Contractor may, by a mutual agreement, reallocate the ~~withholding of the five~~ percent of the cost of buses withheld by the CITY for Altoona Bus Testing to other project related expenses.

II. Exhibit "A" of the Agreement ("SCOPE OF SERVICES") is amended to read:

In accordance with the Response, Contractor shall provide ten (10) EV350 40-foot zero-emission all-electric transit buses and CITY shall deploy them on daily revenue service on all nine (9) Porterville Transit fixed routes based from the Porterville Transit Center.

In accordance with the Response, Contractor shall provide one (1) 200kW dual charger BTCPower charging station at the Porterville Transit Center; ten (10) ~~100kW dual chargers~~ 200kW BTCPower charging stations at the Porterville Transit Maintenance Facility. CITY shall provide the design and construction for the charging station infrastructure.

~~In accordance with the Response, Contractor shall, when not using for demonstration purposes, make available one (1) EV350 40-foot zero-emission all-electric transit bus to be dedicated as a back-up for the term of the Contract.~~

In accordance with the Response, Contractor shall, ~~when not using for demonstration purposes,~~ make available one (1) service truck with a portable charging station to remotely charge vehicles for the term of the Contract.

In accordance with the Response, Contractor shall provide extensive bus operator training for the EV350 and Service Truck. Each operator will be trained to proficiency to ensure safe operation of the vehicles. Contractor shall also provide extensive training to each mechanic who will be providing vehicle maintenance and repair, to assure that vehicles are ready and available for daily revenue service. Contractor shall also provide training to local first-responders on how to safely conduct emergency scene size-up and management; identifying an electric bus; effectively immobilize the vehicle for scene safety, disable the vehicle's High Voltage systems; conduct occupant rescue more safely; execute electric bus recovery and disposal.

III. Section 5 (3) of the Agreement ("ALTOONA BUS TESTING") is amended to read:

In accordance with 49 CFR Part 665, "Bus Testing Program," the contractor certifies that the bus model being proposed for this Contract is a new bus model or a bus model with a major change in configuration or components (as described in Subpart A of the interim rule). Contractor, at its own expense, will arrange for the required testing at the FTA Bus Testing Facility in Altoona, Pennsylvania prior to the completion of this Agreement. ~~CITY'S acceptance of the first vehicle in a manner that the Time for Performance outlined in the Contract Specifications will~~

~~not be impacted.~~ Contractor will provide a copy of the Test Report prepared for this bus model prior to acceptance.

- III. All other terms and conditions of the Agreement for Batter-Electric Heavy Duty Buses shall remain in full force and effect.

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

GreenPower Motor Company, Inc.

Date_____

By_____

Brendan Riley, President

CITY OF PORTERVILLE

Date_____

By_____

John D. Lollis, City Manager

Approved as to Form, City Attorney

By_____

City Attorney



CITY COUNCIL AGENDA – NOVEMBER 7, 2017

SUBJECT: Amendment to the GreenPower Motor Company, Inc. Agreement

SOURCE: Public Works

COMMENT: On February 7, 2017, the City of Porterville and GreenPower Motor Company, Inc. (GreenPower), entered into an Agreement for Battery-Electric Heavy Duty Buses. The Agreement was for an initial purchase of ten buses and eleven charging stations, with a disbursement schedule that was consistent with the California Air Resources Board (CARB) Grant Agreement.

On May 26, 2017, the City and CARB executed Amendment No. 1 to allow for progress payments based on clearly defined performance milestones.

On September 19, 2017, staff presented to Council Amendment No. 1 to the GreenPower Agreement authorizing progress payments to GreenPower in accordance with the performance milestones defined in the CARB Agreement Amendment No. 1. However, at the request of GreenPower, both the City and GreenPower did not execute Amendment No. 1, due to the change in the bus delivery schedule. GreenPower has since requested that the City draft Amendment No. 2 to the CARB Agreement based on the updated delivery schedule and payments based on a per item delivery schedule.

At the request of GreenPower, staff has drafted Amendment No. 2 to the CARB Agreement and it is expected to be approved by December 2017.

Staff is requesting that the City Council rescind Minute Order # 07-091917 for Amendment No. 1 and authorize the City Manager and City Attorney to execute the attached Resolution 02-2017/Agreement for Battery-Electric Heavy Duty Buses with GreenPower. The Amendment No. 2 will align the GreenPower Agreement with Amendment No. 2 to the CARB Agreement.

RECOMMENDATION: That the City Council:

1. Rescind Minute Order # 07-091917; and
2. Authorize the City Manager and City Attorney to execute the Amendment No. 2 to the Agreement for Battery-Electric Heavy Duty Buses with GreenPower Motor Company, Inc.

ATTACHMENTS:

1. Resolution 02-2017/Agreement for Battery-Electric Heavy Duty Buses
2. Amendment No. 2

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Zero-Emission Truck and Bus Pilot Commercial Deployment Projects		GRANT NUMBER G14-LCTI-10, <u>Amendment 3</u>
GRANTEE NAME City of Porterville		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000398	TOTAL GRANT AMOUNT NOT TO EXCEED \$9,516,422.00	
FISCAL GRANT TERM FROM: November 14, 2016	TO: March 30, 2020 <u>March 30, 2021</u>	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: November 14, 2016	TO: June 30, 2020 <u>June 30, 2021</u>	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (ARB or CARB) and City of Porterville (the "Grantee"). The parties mutually agree to amend this Grant Agreement. Amendments are shown as deletions in ~~strike through~~ text and as additions in **bold underlined** text. All other terms and conditions remain the same.

- Exhibit A: Grant Provisions
Exhibit B: Work Statement
Attachment I: Budget Summary
Attachment II: Project Milestones and Disbursement Schedule
Attachment III: Project Schedule
Attachment IV: Key Project Personnel
Exhibit C: Grant Solicitation
Exhibit D: Grantee Application Package

The purpose of Amendment 3 is to make some changes in Exhibits A and B. This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB. The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) City of Porterville	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Contracts, Procurement, and Grants Branch Chief, ASD	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 291 North Main Street, Porterville, CA 93257	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$0.00	PROGRAM 3510000L32 3510000L32	PROJECT 3900-LCTI 3900-LCTI	ACTIVITY N/A 3228TRKBS16ZBUS
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$9,516,422.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$9,516,422.00	(OPTIONAL USE)	FISCAL SUPPLIER ID 0000011799	CHAPTER 25 370
APPR REF 101 101	ACCOUNT/ALT ACCOUNT 5432000 5432000	REPORTING STRUCTURE 39006100 39006100	SERVICE LOCATION 42027 57206
FISCAL YEAR (ENY) 2014/15 (\$2,365,800.00) 2016/17 (\$7,150,622.00)			
I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:		DATE 2/4/20	
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:		DATE 2/5/20	

GRANT PROVISIONS

1. GRANT PARTIES AND CONTACT INFORMATION

- 1.1 The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Grant Solicitation Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments: Zero-Emission Truck and Bus Pilot Commercial Deployment Project (Exhibit C) and Grantee Application Package (Exhibit D).
- 1.2 The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from ARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines. **Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments Zero-Emission Truck and Bus Pilot Commercial Deployment Project: City of Porterville Transit Electrification Project is part of California Climate Investments, a statewide program that puts billions of cap-and-trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment — particularly in disadvantaged communities.'**



1.3 Grant Summary and Amendments (if applicable)

Project Title: Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments Zero-Emission Truck and Bus Pilot Commercial Deployment Project: City of Porterville Transit Electrification Project.

Funding Amount:^{1,2,3} \$9,516,422

Match Amount: ~~\$7,437,280~~ **\$7,220,000**

1.4 Grant Parties and Contact Information

- a. This grant is from the California Air Resources Board (hereinafter referred to as ARB) to the City of Porterville (hereinafter referred to as Grantee).
- b. The ARB Project Liaison is Leslie Goodbody. Correspondence regarding this project shall be directed to:

Leslie Goodbody
Air Resources Board
Mobile Source Control Division
Post Office Box 2815
Sacramento, California 95812
Phone: (916) 323-2961
E-mail: Leslie.Goodbody@arb.ca.gov

- c. The Grantee Liaison is Richard Tree. Correspondence regarding this project shall be directed to:

Richard Tree
Transit Manager
City of Porterville
291 North Main Street
Porterville, California 93257
(559) 782-7448
Email: rtree@ci.porterville.ca.us

2. TIME PERIOD

- 2.1 Performance of work or other expenses billable to ARB under this grant may commence after signing and awarding of this grant. Performance on this grant ends once the Grantee has submitted the final report or if the grant is terminated,

¹ Assembly Bill 1613 – Budget Act of 2016 (Committee on Budget, Chapter 370)

² State Bill 852-Budget Act of 2014 (Committee on Budget, Chapter 25)

³ **Assembly Bill 74 – Budget Act of 2019 (Ting, Chapter 23)**

whichever is earlier.

- 2.2 The ARB Executive Officer retains the authority to terminate or reduce the dollar amount of this grant if by **January 1, 2018**, 75 percent of project funding has not been expended by the Grantee. In the event of such termination, Section 7 of these provisions shall apply.
- 2.3 Upon completion of the project, the Grantee shall submit a draft final report to the Project Liaison no later than **February 28, 20202021** (see Section 6 Reporting).
- 2.4 Final report and request for payment shall be received by ARB no later than **March 30, 20202021** (see Section 4 Grant Disbursements).

3. SCOPE OF WORK

The City of Porterville Transit Electrification project will deploy 10 battery electric transit buses in daily service on all nine routes of the Porterville Transit System. The buses will be supported by ~~44~~12 charging stations and will be operated and maintained for a period of 28 months. GreenPower Motor Company, Inc. (GPMC) will provide ten GPMC EV350 40-foot all-electric zero-emission transit buses for use on daily revenue service routes demonstrating GPMC's ability to perform in urban, rural, and mountainous terrain. Three of the buses will provide hour-long trips to the Tule River Indian Reservation, which is 40.5 miles per trip and have grades of over 10%.

The City of Porterville will purchase 10 charging stations from GPMC, a dedicated bus canopy, and 45kW of photovoltaic (PV) solar panels, all to be installed at the Porterville Transit Maintenance Facility. The city will also purchase ~~one~~ 2 charging stations from GPMC and 45kW of PV panels to be installed at the Porterville Transit Center. GPMC will work with BTCPower, who will produce all ~~44~~12 charging stations according to GPMC specifications. GPMC will factory test the charging stations before delivery and coordinate with BTCPower and the City of Porterville on charging station installation. The City of Porterville will be responsible for ensuring successful completion of all aspects of the electrical utility upgrades and the installation of charging stations, bus canopies, and PV systems.

GPMC will provide appropriate training for: bus operators on the safe operation of the vehicles; mechanics on vehicle maintenance and repair; and first responders on the hazards and mitigation measures in the event of an emergency. GPMC will also provide a service truck with a portable charging station to remotely charge vehicles, if needed, ~~and one backup GPMC EV350 transit bus.~~

Porterville Transit System will retain ownership of the 10 GPMC buses at the end of the term of this Grant Agreement, and will continue to deploy the vehicles and charging stations in daily Porterville Transit Service.

The San Joaquin Valley Air Pollution Control District (SJVAPCD) will assist the City of Porterville with project administration including monitoring project status, and preparing quarterly status updates, ~~annual progress reports~~, the draft final report and the final report.

Additional details are in Exhibit B and Exhibit D Grantee Application Package.

- 3.1 General responsibilities of ARB include the following:
 - a. Participation in regular meetings with Grantee to discuss project refinements and guide the administration of the project.
 - b. Reviewing and approving project deliverables and milestones provided by Grantee and associated with reimbursement, such as permitting, infrastructure design, construction and installation, vehicle and equipment procurement, vehicle deployment and on-going operation, progress reports, and data collection and analysis.
 - c. Review and approve or disapprove all grant disbursement requests (Form MSCD/ISB-90) and distribute funds to Grantee.
 - d. Provide project oversight in conjunction with Grantee.
 - e. Ensure compliance with applicable requirements of:
 - i. Fiscal Year 2014-2015 Funding Plan for the Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments (FY 2014-15 Funding Plan)
 - ii. Fiscal Year 2016-2017 Funding Plan for the Low Carbon Transportation and Fuels Investments and Air Quality Improvement Program (FY 2016-17 Funding Plan)
 - iii. Grant Solicitation for Zero-Emission Truck and Bus Pilot Commercial Deployment Projects
- 3.2 Grantee's responsibilities include all CEQA requirements, project development, project administration, project reporting, including but not limited to the following tasks:
 - a. Fulfilling CEQA requirements.
 - b. Participation by Grantee's key project personnel in an initial meeting with ARB staff before work on the project begins. The purpose of the initial meeting will be to discuss the overall plan, details for performing the tasks, the project schedule, and any issues that may need to be addressed. Grantee's key personnel will also participate in meetings to discuss progress to be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the ARB Project Liaison.
 - c. Submitting numbered status reports accompanying grant disbursement requests to ARB at least every three months, but may submit on a monthly basis if necessary for more frequent invoicing with prior ARB approval. These

reports must be approved by ARB and must contain the following, at a minimum, in either Microsoft Word or PDF, as a single electronic file:

- i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number.
 - ii. Summary of work completed since last progress report, noting progress toward completion of tasks and milestones identified in the work plan.
 - iii. Statement of work expected to be completed by the next progress report.
 - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes.
 - v. Data collected from vehicles and equipment since the last data reporting, as deemed necessary by ARB or its designated third-party data analysis provider.
 - vi. Itemized invoice showing all costs for which reimbursement is being requested.
 - vii. Documentation of earned interest generation and expenditure.
 - viii. Any deliverables associated with completed tasks included in the status report.
 - ix. Discussion of the project's adherence to the project timeline.
- d. Changes in key personnel. The Grantee will notify Project Liaison of any change in key project personnel identified in Exhibit B, Attachment IV within one month of the change.
- e. ~~The Grantee shall provide the ARB with an annual report on the status of the pilot project for each year the project is operating, and will make the report available to the public following ARB's review. This report is intended to concisely document the Grantee's accountability regarding the project's performance and its progress toward meeting the project objectives. The annual reports will contain the following, at a minimum, in either Microsoft Word or PDF, as a single electronic file:~~
- ~~i. Title of project, name of Grantee, period covered in report, date of submission, and project grant number.~~
 - ~~ii. A description of the project's mission, vision, objectives, schedule, and organizational structure, including team responsibilities and tracking of budget, finance, and project schedule.~~
 - ~~iii. A description of project success to date in terms of vehicle deliveries, vehicle and technology performance, data collection, and benefits to the environment and disadvantaged communities.~~
 - ~~iv. A summary of activities completed and any significant changes that have occurred during project implementation.~~
- e. A final report is required at the end of the project and must include:
- i. A description of the project's goals and objectives, methods, results of the pilot project, and future application and expansion of the technology within the pilot project fleet and adoption by similar fleets.
 - ii. A description of outreach activities conducted to showcase the technology and encourage adoption of the technology beyond the project fleet.

- iii. A discussion of the potential for increasing production and the associated cost reductions that could be achieved through economies of scale.
 - iv. An update on prospects for adapting the technology to other heavy duty applications and long-haul applications, including barriers and challenges.
 - v. Additional analysis and considerations as requested by ARB during the term of the grant agreement.
- f. Site preparation for renewable energy systems and charging stations at the Porterville Transit Maintenance Facility and the Porterville Transit Center. The Grantee will:
- i. Program funding from Federal Transit Administration (FTA).
 - ii. Prepare Project Manual for the infrastructure work.
 - iii. Secure the services of a licensed contractor to install new utility services and perform all underground and electrical work necessary to support the PV systems at both sites, plus 10 charging stations at the Porterville Transit Maintenance Facility, and ~~one~~2 charging stations at the Porterville Transit Center.
 - iv. Procure and install a 10-bay bus canopy with 45 kW of PV solar panels on the roof at the Porterville Transit Maintenance Facility.
 - v. Procure and install a 45 kW PV solar system at the Porterville Transit Center.
- g. Charging station manufacture, installation, and testing. The Grantee will purchase ~~44~~12 charging stations and will secure the services of a licensed contractor to install the charging stations at the Porterville Transit Maintenance Facility and the Porterville Transit Center. Following installation, the Grantee and GPMC will conduct the necessary tests to ensure safe and reliable operation of all new charging stations, and will train transit bus drivers and maintenance staff on the use of charging stations.
- h. Purchase order for transit buses: Grantee will collaborate with GPMC on a schedule for production and delivery of 10 transit buses, and will prepare the purchase order. The production schedule will describe phases of completion that the Grantee will monitor and verify through scheduled progress inspections, and provide estimated delivery dates for each bus.
- i. Grantee will work with GPMC to schedule in-plant inspections throughout the manufacturing process.
- j. Production and delivery of first 2 transit buses. GPMC will manufacture and deliver the first 2 transit buses to Porterville Transit, at which point Porterville Transit will conduct proof-of-concept testing to ensure adherence with pre-established technical specifications, and identify needed modifications for the first 2 buses as well as the 8 remaining buses.
- k. Production and delivery of 8 transit buses. GPMC will manufacture and deliver the 8 remaining zero-emission transit buses to Porterville Transit in accordance with the purchase order, and will collaborate with the Grantee on delivery, inspections, and training of transit operators and maintenance staff. For every bus delivered to Porterville Transit, the Grantee will:

- i. Inspect and accept the bus to ensure compliance with the required specifications;
 - ii. Ensure that ARB-specified data collection equipment and transit ITS equipment is properly installed;
 - iii. Secure title, DMV registration, and insurance; and
 - iv. Demonstrate that all appropriate certifications and approvals have been received (as required in the Solicitation).
 - v. Submit reimbursement requests to upon successful inspection and acceptance by grantee and all required approvals for legal on-road operation.
- ~~l. Certification of FTA New Model Bus Testing (Altoona testing). The Grantee will:~~
- ~~i. Communicate with GPMC regarding the schedule for and status of Altoona testing of the EV350;~~
 - ~~ii. Include status updates on Altoona testing in routine status reports detailed in Section 3.2.c.~~
 - ~~iii. Provide a copy of the final Altoona test report to ARB.~~
- l. Transit bus deployment. Porterville Transit will deploy 10 transit buses into daily revenue service on all 9 of their transit routes. Porterville Transit will operate and maintain each bus from its initial deployment until the end of the term of the Grant Agreement, and will collect data from each bus for a minimum of 12 months.
- m. Preventative Maintenance. Grantee will perform routine revenue and non-revenue vehicle inspection and preventative maintenance activities for bus operations including:
- i. inspecting revenue vehicle components on a scheduled preventive maintenance basis (e.g., engine and transmission, battery system, chassis, body – exterior and interior, electrical system, lubrication system, braking system, air-conditioning system);
 - ii. performing minor repairs to the above-listed revenue vehicle components;
 - iii. making road calls to service revenue vehicle breakdowns;
 - iv. towing and shifting revenue vehicles to maintenance facilities;
 - v. rebuilding and overhauling repairable components; and
 - vi. performing major repairs on revenue vehicles on a scheduled or unscheduled basis.
- n. Transit bus training, service and maintenance.
- i. GPMC will provide training and technical assistance to Grantee as necessary and, in collaboration with Porterville Transit, GPMC will study and evaluate operational challenges and make necessary changes to the maintenance and operation of the fleet.
 - ii. GPMC will provide a service truck with a portable charging station to remotely charge vehicles if needed, ~~and will provide a dedicated 11th EV350 40-foot all-electric bus as a back-up.~~
- o. Third-party data collection for project buses and baseline buses. The Grantee will ensure that ARB-approved data loggers are purchased and

installed on all project buses as well as representative baseline buses. Buses to be used for baseline data collection will be subject to ARB approval. The Grantee will work with ARB's third-party data collection and analysis contractor to ensure that all data collected per the specifications of ARB's agreement with the third-party data contractor, is made available to the data analysis contractor. Grantee must be flexible in scheduling the vehicles for installation of data loggers. All data collected will be included in the final report.

4. FISCAL ADMINISTRATION

Budget

- 4.1 The maximum amount of this grant is \$9,516,422. Under no circumstance will ARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this grant.
- 4.2 The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for pilot commercial deployment funds and administrative funds shall not exceed the corresponding grant amount.
- 4.3 The total funding may only be reallocated in the event that the Grantee requests less administrative funding than the amount stated in the budget.
- 4.4 No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of this project.
- 4.5 Subject to prior written approval from ARB, line item shifts of up to ten percent of each milestone may be made over the life of the grant. The Grantee can continue work upon approval of line item shifts by ARB, and ARB will follow up with a formal amendment to the grant. Line item shifts may be proposed by either the State or the Grantee and must not increase the total grant amount.

Grant Disbursements

- 4.56 Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in the Air Quality Improvement Program and Low Carbon Transportation GGRF Investments Zero-Emission Truck and Bus Pilot Commercial Deployment Project Solicitation (Solicitation). Grant payments shall be made only for actual allowable costs incurred by the Grantee and (with the exception of the first disbursement of administration funds) only when the Grantee has submitted a Grant Disbursement Request Form, milestones stipulated in Exhibit B, Attachment II

and the instructions found in the Solicitation have been accomplished, documentation of accomplishment has been provided to ARB in the form of the Status Report, and any associated deliverables (if applicable) have been provided to ARB. ARB will have sole discretion to accelerate the timeline for allowable disbursements of administration and project funds identified in Exhibit B, Attachment II (with the exception of the final project administration disbursement), necessary to assure the goals of the project are met.

- 4.67** Grant payments are subject to ARB's approval of Status Reports and any accompanying deliverables (see Section 6 Reporting). A payment will not be made if the ARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, or not reasonable, or the Grantee has not met other terms of the grant.

The Chief of the Mobile Source Control Division or designee of ARB may review the Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the Grant Agreement.

- 4.78** The Grantee shall mail Grant Disbursement Requests to the Project Liaison.
- 4.89** ARB will withhold payment of ten percent of administrative funds until completion of all work and submission of a Final Report to ARB, as identified in the Solicitation. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- 4.910** ARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

Earned Interest

- 4.101** Earned interest means any interest earnings generated from grant funds held by Grantee in interest-bearing accounts.
- 4.142** City of Porterville Transit Electrification Project funds are not required to be held in an interest bearing account. However, if interest is earned by Grantee on City of Porterville Transit Electrification Project funds, the earnings must be reported to ARB. All interest income on the Pilot Project funds must be reinvested in and used by the City of Porterville Transit Electrification Project or returned to ARB. Interest earned that is reinvested in the City of Porterville Transit Electrification Project is not included as part of the Total Grant Amount from ARB. Grantee is responsible for reporting to ARB all project expenditures funded with interest earned on the City of Porterville Transit Electrification Project funds.

- 4.123 Grantee must maintain accounting records (e.g., general ledger) that tracks interest earned, expended, or returned on the City of Porterville Transit Electrification Project funds, as follows:
- a. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method.
 - b. Interest earned must ensure that it is separately identifiable from interest earned on non-City of Porterville Transit Electrification Project funds.
 - c. The methodology for calculating earned interest must be consistent with how it is calculated for Grantee's other fiscal programs.
 - d. Earned interest must be fully expended or returned to ARB by completion of the project, submittal of the Final Report, or by ~~January 31, 2019~~, **March 1, 2021** whichever comes first.
- 4.134 Documentation of interest earned on the City of Porterville Transit Electrification Project funds and expenditures made on those funds or returned to ARB must be:
- a. Retained for a minimum of three years after it is generated.
 - b. Provided to ARB in Quarterly Status Reports and a Final Report.

Oversight and Accountability

- 4.145 The Grantee shall comply with all oversight responsibilities identified in the Solicitation and this Grant Agreement.
- 4.156 ARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of ARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with ARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
- 4.167 The Grantee shall retain all financial records referred to above and provide them for examination and audit by the State for three years after final payment under this grant.
- 4.178 The grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.
- 4.189 The Grantee shall store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection (see Section 9). Files must be retained during the term of the Grant Agreement plus 3 years.

- 4.1920 ARB or its designee may recoup funds that were received based upon misinformation or fraud, or for which a Grantee, manufacturer (including truck or bus manufacturer), technology provider, or vehicle purchaser is in significant or continual non-compliance with the terms of this grant or State law. ARB also reserves the right to prohibit any entity from participating in the Pilot Commercial Deployment Projects, due to non-compliance with project requirements

5. PROJECT MONITORING

Meetings

- 5.1 Initial meeting: A meeting will be held between key project personnel and ARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.

Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the Project Liaison.

Technical Monitoring

- 5.2 Any changes in the scope or schedule for the project shall require the prior written approval of the ARB Project Liaison.
- 5.3 The Grantee shall notify the ARB Project Liaison and Grant Coordinator in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- 5.4 The Grantee shall notify the Project Liaison if the project technology provider will pursue official certification/verification, FTA Altoona Testing, Federal Motor Vehicle Safety Standard testing, or any other certifications during the term of this agreement and all documentation in support of the verification/certification must be submitted to the Project Liaison concurrently with the verification/certification submittal.
- 5.5 In addition to Status Reports (discussed in Section 6 Reporting), the Grantee shall provide information requested by the Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

- 5.6 Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the ARB Project Liaison and approved by ARB, in its sole discretion.

6. REPORTING

Status Reports

- 6.1 The Grantee shall submit Status Reports at a minimum of three-month intervals. The Status Reports shall be provided in a format agreed upon between the ARB Project Liaison and the Grantee and meet the requirements of the Solicitation.
- 6.2 Every Grant Disbursement Request Form (Form Number MSCD/ISB-90) shall be accompanied by a Status Report that meets the requirements of Section 3.2.c of these provisions and documents the completion of a milestone specified in Exhibit B, Attachment II.
- 6.3 If the project is behind schedule, the Status Reports must contain an explanation of reasons and how the Grantee plans to resume the schedule.

Final Report

- 6.4 When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to ARB in an appropriate format agreed upon between the ARB Project Liaison and the Grantee. The Final Report must meet the requirements of the Solicitation and Section 3.2.f of these provisions. Upon approval of the draft Final Report by the Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.

7. TERMINATION AND SUSPENSION OF PAYMENTS

- 7.1 ARB reserves the right to terminate this grant upon thirty days' written notice to the Grantee, if ARB determines that the project has not progressed satisfactorily during the previous three months and the Grantee and ARB have been unable to agree on modifications. In case of early termination, the Grantee will submit a Grant Disbursement Request Form, a Status Report covering activities up to, and including, the termination date and following the requirements in Sections 4 and 6 of these provisions. Upon receipt of the Grant Disbursement Request Form, Status Report, and all proprietary information and intellectual property generated as part of this grant agreement has been relinquished to ARB, a final payment will be made to the Grantee. This payment shall be for all ARB-approved, actually incurred costs that in the opinion of ARB are justified. However, the total amount paid shall not exceed the total grant amount.

- 7.2 ARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event ARB terminates the grant. If ARB rescinds the suspension order and does not terminate the grant, ARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.

8. CONTINGENCY PROVISION

- 8.1 In the event this grant is terminated for whatever reason, the ARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If ARB is unable to award a grant under these circumstances, ARB may award a grant to other projects.

9. PROJECT RECORDS

Grantee Record

- 9.1 As further described below, project records includes but is not limited to Grantee, financial, and other records. All project records must be retained for a period of three (3) years after final payment under this Grant. All project records are subject to audit pursuant to Section 10.26 of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all project records to ARB.
- 9.2 The Grantee shall retain a file for the Zero-Emission Truck and Bus Pilot Commercial Deployment Project containing:
- a. Original executed copy of the Zero-Emission Truck and Bus Pilot Commercial Deployment Project Grant Agreement and Grant Agreement Amendments (if applicable).
 - b. Copies of Grant Disbursement Request Forms.
 - c. Documentation of earned interest generation and expenditure.

Financial Record

- 9.3 Without limitation of the requirement to maintain project accounts in accordance with generally accepted accounting principles, the Grantee must:
- a. Establish an official file for the Zero-Emission Truck and Bus Pilot Commercial Deployment Project that will adequately document all significant actions relative to the project.

- b. Establish separate accounts that will adequately and accurately depict all amounts received and expended on the Zero-Emission Truck and Bus Pilot Commercial Deployment Project.
 - c. Establish separate accounts that will adequately and accurately depict all income received that is attributable to the Zero-Emission Truck and Bus Pilot Commercial Deployment Project.
 - d. Establish an accounting system that will adequately depict final total costs of the Zero-Emission Truck and Bus Pilot Commercial Deployment Project, including both direct and indirect costs.
- 9.4 Other records include all deliverables required under Exhibit B, Attachment III, of this Grant Agreement.

10. GENERAL PROVISIONS

- 10.1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 10.2. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of ARB.
- 10.3. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 10.4. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 10.5. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 10.6. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute, unless a grant suspension order has been issued by ARB. Grantee staff or management may work in good faith with ARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with ARB staff shall be subject to resolution by the ARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

- 10.7. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State.
- 10.8. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 10.9. **Force majeure:** Neither ARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- 10.10. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. ARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 10.11. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- 10.12. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

- 10.13. **Independent actor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of ARB.
- 10.14. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- 10.15. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 10.16. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 10.17. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 10.18. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 10.19. **Termination:** ARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee, after a reasonable time period within which to cure the material violation, and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- 10.20. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 10.21. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any

rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

- 10.22. **Availability of funds:** ARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- 10.23. **Confidentiality:** No record that has been designated as confidential by ARB, or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee. Any confidential information or data submitted to ARB by the Grantee may be shared with other divisions within ARB.
- 10.24. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data.
- 10.25. **Ownership:** All information or data received or generated by the Grantee under this agreement shall become the property of ARB. No information or data received or generated under this agreement shall be released without ARB's approval.
- 10.26. **Audit:** Grantee agrees that ARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

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EXHIBIT B, Work Statement
Grant Number: G14-LCTI-10, Amendment 23

Work Statement

Budget Summary (Attachment I)

Project Milestones and Disbursement Schedule (Attachment II)

Project Schedule (Attachment III)

Key Project Personnel (Attachment IV)

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EXHIBIT B, Attachment I
Grant Number: G14-LCTI-10, Amendment 3

Budget Summary

Grantee: City of Porterville

Grant No.: G14-LCTI-10
Amendment 2

Project: City of Porterville Transit Electrification

Total Costs & Funding

Costs	Grant	Applicant Match Funding		Total
	Cash	Cash	In-Kind	
1. Pilot Commercial Deployment Funds	\$9,042,922 <u>\$9,274,589</u>	\$7,039,280 <u>\$5,200,000</u>	\$398,000 <u>\$2,000,000</u>	\$16,480,202 <u>\$16,474,589</u>
2. Administrative Funds¹	\$473,500 <u>\$241,833</u>	\$0 <u>\$20,000</u>	\$0	\$473,500 <u>\$261,833</u>
Total	\$9,516,422	\$7,039,280 <u>\$5,220,000</u>	\$398,000 <u>\$2,000,000</u>	\$16,953,702 <u>\$16,736,422</u>

¹Administrative funds may not exceed 5% of ARB-awarded funds and can only be used for administrative purposes.

Disbursement of Funds:

Pilot Commercial Deployment Funding

The Grantee shall receive funds in accordance with the Fiscal Year Low Carbon Transportation GGRF Investments: Zero-Emission Truck and Bus Pilot Commercial Deployment Projects Solicitation.

Project Administration

The Grantee shall receive project administration funding in accordance with the Low Carbon Transportation GGRF Investments: Zero-Emission Truck and Bus Pilot Commercial Deployment Projects Solicitation.

EXHIBIT B, Attachment II
Grant Number: G14-LCTI-10, Amendment 3

Project Milestones and Disbursement Schedule

Grantee: City of Porterville

Grant No.: G14-LCTI-10
Amendment 2

Project: City of Porterville Transit Electrification

Milestone	Task Description	Project Funding	
		Project Funds	Administrative Funds
1	Program Management and Administration: Completion of Tasks 1.1 and 1.2.	\$0	\$101,500 <u>\$70,000</u>
2	Annual Progress Reports: Completion of Task 1.3 <u>Milestone removed from project</u>	\$0	\$55,000
3	Subcontractor Agreements: Completion of Task 2.	\$0	\$0
4	Program FTA funding: Completion of Task 3.1	\$0	\$0
5	Renewable Energy and Charging Station Project Planning and Design: Completion of Task 3.2	\$0	\$0
6	Renewable Energy Station award and contracting: Completion of Task 3.3	\$0	\$0
7	Renewable Energy Station Installation and Electrical Service Upgrades: Completion of Task 3.4.	\$0	\$0
8.1	Complete Charge Equipment Build and Test: Completion of Task 4.1.	\$205,065	\$0

Milestone	Task Description	Project Funding	
		Project Funds	Administrative Funds
8.2	Delivery and Installation of Charging Stations at Bus Yard : Completion of Task 4.2	\$205,065 <u>\$186,423</u>	\$0
<u>8.2.1</u>	<u>Delivery and Installation of Charging Stations at Transit Center: Completion of Task 4.2.1</u>	<u>\$18,642</u>	<u>\$0</u>
8.3	Test and Verify Charge Equipment at Bus Yard : Completion of Task 4.3	\$175,770 <u>\$146,475</u>	\$0
<u>8.3.1</u>	<u>Test and Verify Charge Equipment at Transit Center: Completion of Task 4.3.1</u>	<u>\$90,471</u>	<u>\$0</u>
<u>8.4</u>	<u>5-year extended warranty for charging stations at Bus Yard: Completion of Task 4.3</u>	<u>\$255,000</u>	<u>\$0</u>
<u>8.4.1</u>	<u>5-year extended warranty for charging stations at Transit Center: Completion of Task 4.3.1</u>	<u>\$25,500</u>	<u>\$0</u>
9	Charging Station Operator Training: Completion of Task 4.4	\$0	\$0
10	Transit Bus Build Schedule and Purchase Order: Completion of Task 5.1.	\$0	\$0
11	In-Plant Bus Inspections: Completion of Task 5.2.	\$0	\$20,000 <u>\$11,833</u>
12.1	Deliver, test, modify and accept first two buses. Completion of Task 5.3.1	\$1,606,834	\$0
12.2	Deliver, test and accept buses 3, 4 and 5. Completion of Task 5.3.2	\$1,337,351 <u>\$2,410,252</u>	\$0
12.3	Deliver, test, and accept buses 6 through 10. Completion of Task 5.3.3	\$4,017,085 <u>\$3,572,403</u>	\$0

Milestone	Task Description	Project Funding	
		Project Funds	Administrative Funds
13	Completion of Task 5.4, reimbursable on a per bus basis at \$42,285.40 <u>\$41,569.50</u> per bus.	\$422,851 <u>\$416,238</u>	\$0
<u>13.1</u>	<u>Order and Deliver spare parts for EV350 buses: Completion of Task 5.4.1</u>	<u>\$341,286</u>	<u>\$0</u>
14	Prepare Vehicles and Drivers for Data Collection and In-Service Use, <u>and complete operator proficiency training:</u> Completion of Tasks 5.5 and 5.6.	\$0	\$0
<u>15</u>	Federal Transit Administration- New Model Bus Testing – Completion of Task 6- <u>Milestone removed from project</u>	\$0	\$0
16	Pilot Deployment of 10 GPMC Zero-Emission Buses: Completion of Tasks 7.1 and 7.2.	\$0	\$0
17	Third party data collection and reporting: Completion of Task 7.3.	\$0	\$212,000 <u>\$90,000</u>
18	Draft Final Report: Completion of Task 1.4.	\$0	\$0
19	Final Report: completion of Task 1.5.	\$0	\$85,000 <u>\$70,000</u>
Subtotal of Project Funds and Administrative Funds		\$9,042,922 <u>\$9,274,589</u>	\$473,500 <u>\$241,833</u>
Grant Total Funding Amount		\$9,516,422	

EXHIBIT B, Attachment III
Grant Number: G14-LCTI-10, Amendment 3

Project Schedule

Grantee: City of Porterville

Grant No.: ~~G14-LCTI-10~~
Amendment 2

Project: City of Porterville Transit Electrification

Work Task	Start Date	Completion Date
Task 1 – Administration and Project Management	November 7, 2016	March 30, 2020- 2021
1.1 Kick-off Meeting: The project team will meet with ARB and third-party data analysis provider to discuss the work plan, details of task performance, schedule, data collection parameters, and resolution of issues.	November 14, 2016	December 2, 2016
1.2 Quarterly Project Update Meetings and Status Reports: Porterville Transit will coordinate quarterly project update meetings to discuss progress with the project team. The meetings will follow a defined agenda that will cover project status update, difficulties encountered, upcoming deliverables, pending disbursement requests, and schedule of the next update meeting. <i>Deliverables: Quarterly agendas and status reports.</i>	November 22, 2016	March 1, 2020- 2021
1.3 Annual Project Reports: At the beginning of each fiscal year (FY2017-18, FY 2018-19 and FY 2019-20), Porterville Transit will work with the project team to prepare annual project status reports. <i>Deliverables: Three Annual Project Reports.</i>	July 1, 2017	December 1, 2019
1.4 Draft Final Report: At the completion of the project, the Grantee will submit a final report to ARB that describes the project's goals and objectives, methods, results of the pilot deployment, future application of the technology, commercialization, expansion and technology transfer prospects, and data analysis. <i>Deliverable: Draft Final Report.</i>	November 6, 2019	February 28, 2020- 2021

Work Task	Start Date	Completion Date
1.5 Final Report: Upon receipt of comments from ARB on the Draft Final Report, Grantee will prepare and submit to ARB the Final Report. <i>Deliverable: Final Report.</i>	March 13, 2020	March 30, 2020- 2021
Task 2 – Subcontractor Agreements Execute Subcontractor Agreements: Grantee will prepare, authorize and execute subcontractor agreements between the City of Porterville and SJVAPCD for project administrative and reporting services, and with GPMC for the buses, charging stations, and training and support. <i>Deliverables: Copies of executed subcontractor agreements.</i>	November 22, 2016	March 31, 2017
Task 3 – Renewable Energy and Charging Station Infrastructure at the Porterville Maintenance Facility and the Porterville Transit Center	November 22, 2016	June 30, 2018 <u>March 30, 2020</u>
3.1 Program FTA funding: Grantee will coordinate with FTA to secure FTA funding as detailed in Attachment D of the Application. <i>Deliverable: FTA fund status report and receipt of funds.</i>	November 22, 2016	February 28, 2018 <u>July 15, 2019</u>
3.2 Design Project and Prepare Project Manual: The Porterville City Engineering Department will develop all necessary documents to include in a request for bids for: (1) constructing a 10-bus canopy; (2) installing 45kW of PV solar panels at the Porterville Transit Maintenance Facility and 45kW of PV solar panels at the Porterville Transit Center; (3) installing new utility service at both sites; and (4) performing all utility and underground work necessary to install charging stations at both sites; and (5) secure all necessary approvals and permits. <i>Deliverables: copies of project designs, project manual, approvals and permits.</i>	November 21, 2016	February 28, 2018 <u>August 20, 2019</u>
3.3 Advertise for Bids and Award Project: Upon authorization by Porterville City Council, Transit Manager will request proposals to conduct the work detailed above in Task 3.2, and enter into subcontractual agreement(s). <i>Deliverable: copies of agreement(s).</i>	December 19, 2017	February 28, 2018 <u>August 20, 2019</u>

Work Task	Start Date	Completion Date
3.4 Construction: On behalf of Grantee, subcontractor(s) will complete the work detailed in their subcontractual agreement with Grantee. <i>Deliverables: As-built drawings, photographs, summary of invoices.</i>	April 1, 2018	August 31, 2018 <u>March 30, 2020</u>
Task 4 – Charging Station Acquisition and Installation	January 1, 2018	June 30, 2018 <u>March 1, 2020</u>
4.1 Complete Charge Equipment Build and Test: BTCPower will build one (1) 200 kW and ten (10) 100- <u>12</u> 200 kW charging stations, per GreenPower specifications. GreenPower will factory test equipment prior to delivery. <i>Deliverable: Complete and factory tested charging stations, copies of factory testing documents.</i>	January 1, 2018	May 31, 2018 <u>May 3, 2019</u>
4.2 Deliver, install and inspect charging stations <u>at Bus Yard</u> : BTCPower will deliver 44 <u>10</u> charging stations to Porterville Transit. GPMC will coordinate with the Transit Manager and a licensed contractor to install one charging station at the Porterville Transit center and 10 charging stations at the Porterville Transit Maintenance Facility <u>Bus Yard</u> . <i>Deliverables: Photographs of installed stations, copies of inspection and acceptance documents.</i>	June 1, 2018	June 16, 2018 <u>January 31, 2020</u>
<u>4.2.1 Deliver, install and inspect charging stations at Transit Center: BTCPower will deliver 2 charging stations to Porterville Transit. GPMC will coordinate with Transit Manager and a licensed contractor to install two charging stations at the Porterville Transit Center. Deliverables: Photographs of installed stations, copies of inspection and acceptance documents.</u>	<u>June 1, 2018</u>	<u>March 30, 2020</u>
4.3 Testing and certification: Transit Manager will inspect <u>10 charging stations at the Porterville Bus Yard</u> , and accept the charging stations once installed. Transit Manager, <u>BTCPower</u> , and GreenPower will ensure that all charging stations are certified by a licensed contractor. <i>Deliverable: Copies of testing and certification documents and copies of extended</i>	June 19, 2018	June 23, 2018 <u>January 31, 2020</u>

Work Task	Start Date	Completion Date
<u>warranty documentation.</u>		
<u>4.3.1 Testing and certification: Transit Manager will inspect two charging stations at the Porterville Transit Center, and accept the charging stations once installed. Transit Manager, BTCPower, and GPMC will ensure that all charging stations are certified by a licensed contractor. Deliverable: Copies of testing and certification documents and copies of extended warranty documentation.</u>	<u>June 19, 2019</u>	<u>March 30, 2020</u>
4.4 Training: Safety and Training Manager and GreenPower will provide training to bus operators and maintenance staff on the proper and safe use of charging equipment. <i>Deliverables: copies training materials and rosters.</i>	June 26, 2018	June 30, 2018 <u>March 30, 2020</u>
Task 5 Transit Bus Procurement and Delivery	November 22, 2016	April 30, 2018 <u>March 30, 2020</u>
5.1 Purchase Order and Delivery Schedule: Grantee will collaborate with GreenPower on a bus build and delivery schedule, which will include a detailed description of the manufacturing process that will be used by the Grantee to monitor progress of the bus build, including but not limited to completion of Tasks 5.2 through 5.4 as detailed below. Grantee will then incorporate the bus build schedule into a purchase order for 10 GPMC EV350 buses. <i>Deliverable: Copies of build/delivery schedule and purchase order.</i>	November 22, 2016	March 31, 2017
5.2 In plant inspection during build of 10 transit buses: GPMC will commence manufacturing of EV350 Transit Buses according to the purchase order and schedule established in Task 5.1, while Grantee's subject matter experts (Transit Manager and Shop Superintendent) perform in-plant inspections to monitor progress of the bus build. <i>Deliverable: In-plant inspection reports throughout manufacturing process.</i>	September 11, 2017	April 30, 2018 <u>March 1, 2019</u>
5.3 Delivery and acceptance of transit buses: GPMC will build and deliver transit buses to Porterville Transit according to the schedule detailed in 5.3.1 - 5.3.3 below. Grantee will inspect and accept each bus upon	December 16, 2017	July 31, 2018 <u>September 30, 2019</u>

Work Task	Start Date	Completion Date
delivery. <i>Deliverables: upon delivery of each bus, documentation must include receipt and invoice, and inspection and acceptance records approved by Porterville Transit. Inspection and acceptance records include but are not limited to: (1) Manufacturer's records including but not limited to Alignment Verification, Brake Testing, HVAC Testing and checkout, and Manufacturer's QA checklist and signoff; (2) documentation of results from tests including but not limited to: Acceleration Test, Top Speed Test, Gradability Test, Interior and Exterior Noise Test, Turning Radius Test, Turning Effort Test, Parking Brake Test, Service Brake Test, and Kneeling Test; (3) Reports including Water Test Inspection Report, Road Test Report, Interior Inspection Report, Hoist/Undercarriage Inspection Report, Exterior Inspection Report, Electrical Inspection Report, and Wheelchair Inspection Report; and (3) invoice including a description of the items or services provided, and the date the goods were received or the inclusive dates the services were rendered. All reports and documents will be approved by Porterville Transit and will also include photographs, and other necessary evidence demonstrating the completion of this task.</i>		
5.3.1 Deliver first two buses. Upon receipt of first two buses, Porterville Transit will conduct proof-of-concept testing to ensure adherence with pre-established technical specifications, identify where modifications are necessary, and ensure that GPMC makes necessary modifications to the first bus as well as the 8 remaining buses. <i>Deliverables: Described above in Task 5.3.</i>	December 16, 2017	February 28, 2018 <u>March 31, 2018</u>
5.3.2 Deliver next three buses (buses 3, 4 and 5), including inspection and acceptance by Porterville Transit. <i>Deliverables: Described above in Task 5.3.</i>	December 16, 2017	April 30, 2018 <u>August 6, 2018</u>
5.3.3 Deliver buses 6 through 10, including inspection and acceptance by Porterville Transit. <i>Deliverables: Described above in Task 5.3.</i>	December 16, 2017	June 30, 2018 <u>March 30, 2020</u>

Work Task	Start Date	Completion Date
5.4 Prepare vehicles for legal on-road operation: For each vehicle, Grantee will work with GPMC to correct minor deficiencies and obtain all required California Highway Patrol transit bus inspections, certifications and approvals for legal on-road operation; and will obtain title, registration, certificates of insurance. <i>Deliverables: copies of registration, insurance, and certificates.</i>	December 16, 2017	July 31, 2018 <u>March 30, 2020</u>
<u>5.4.1 Order and deliver spare parts: Grantee will work with GPMC to identify key spare parts that will be ordered and delivered to Porterville Transit in an effort to keep the vehicles operating in revenue service and help reduce long lead times in shipping. Deliverables: copies of spare parts invoice, inventory list, and signoff that parts have been delivered to Porterville Transit.</u>	<u>January 2, 2020</u>	<u>April 30, 2020</u>
5.5 Installation of data collection and ITS equipment: Grantee will work with GPMC to install ARB-specified data collection equipment and transit ITS equipment in each vehicle. <i>Deliverable: documentation confirming that equipment has been installed.</i>	January 1, 2018	July 31, 2018 <u>March 30, 2020</u>
5.6 Transit Operator Proficiency Training: Grantee will collaborate with GPMC to train transit bus drivers on the proper operation of the EV350 buses and use of charging stations. <i>Deliverable: Training materials and rosters.</i>	February 1, 2018	July 31, 2018 <u>March 30, 2020</u>
Task 6: Federal Transit Administration New Model Bus Testing (Altoona Testing) Altoona Testing of GPMC EV350: GPMC will submit one GPMC EV350 bus for Altoona Testing (anticipated to commence after January 2018), and will communicate results to Grantee and ARB. Deliverable: Altoona test report for GPMC EV 350. Task 6 removed from project	January 15, 2018	December 15, 2018 (date subject to change)
Task 7 – Pilot Deployment of GPMC Zero-Emission Buses	April 1, 2018	March 30, 2020- <u>2021</u>

Work Task	Start Date	Completion Date
7.1 Deploy buses: Grantee will deploy each GPMC transit bus on regular service routes after completion of Tasks 5.4 through 5.6.	April 1, 2018	March 30, 2020- <u>2021</u>
7.2 Service and preventative maintenance: Grantee will work with GMPC to ensure that buses are in proper working order for the duration of the pilot. GPMC will provide monthly preventative maintenance service, and will ensure that maintenance and repairs are completed in a timely manner. GPMC will provide a service truck with a portable charging station to remotely charge vehicles if needed, and will provide a dedicated 11th EV350 40-foot all-electric bus as a back-up when necessary. <i>Deliverables: service and maintenance documentation to be included in quarterly status reports.</i>	April 1, 2018	March 30, 2020- <u>2021</u>
7.3 Data collection: Grantee and SJVAPCD will work with ARB's third-party data analysis contractor to collect pilot deployment data as specified by ARB and the data collection and analysis contractor during Task 1. <i>Deliverables: Data collection reports, to be included with quarterly and annual progress reports, and final report required under Task 1.</i>	April 1, 2018	March 30, 2020- <u>2021</u>

EXHIBIT B, Attachment IV
Grant Number: G14-LCTI-10, Amendment 3

Key Project Personnel

Grantee: City of Porterville

Grant No.: ~~G14-LCTI-10~~
Amendment 2

Project: City of Porterville Transit Electrification

Name	Position	Duties
<i>Porterville Transit Agency</i>		
Richard Tree	Transit Manager	Main point of contact for project. Oversees administration of the project and approves information for status reports and final reports.
Russell Isom	Shop Superintendent	Oversees administration of the Transit Maintenance Division. Assigns and directs mechanics who will maintain zero-emission buses and charging stations.
Robert J. Tree	Operations Manager	Oversees day-to-day transit operations, including bus and driver assignment, driver training, etc.
Gary Hendrickson	Safety & Training Manager	Oversees the transit safety and driver training program, including driver proficiency on GreenPower Buses.
Jacob Bedolla	Transit Technology Analyst	Oversee transit information and technology program management, including management of all ITS installation and configuration.
<u>Trisha Whiteley</u>	<u>Administrative Aide</u>	<u>Prepare financial reports and disbursement requests, grant and procurement management.</u>
<i>GreenPower Motor Company, Inc. - Subcontractor</i>		
Phillip Oldridge	CEO/Director	Overall responsible for design, technical specifications, production and deployment of the EV350 buses, and technical specifications.

Name	Position	Duties
		and factory testing of charging systems.
Fraser Atkinson	Executive Chairman/Director	Responsible for financial metrics, budget and utilization of EV350 transit buses.
Brendan Riley	President	Oversees day-to-day operations related to deployment and support services for the EV350 transit buses and charging systems.
Mark Quinlan	Executive VP of Sales, West Coast	Provides support services and assistance with training as well as marketing and sales support.
Tara Sweder	Media and Public Relations	Provides video media production, social media, public relations.
<u>Henry Caouette</u>	<u>Director of Product Development</u>	<u>Responsible for vehicle warranty service and repair.</u>
<u>Steven Shi</u>	<u>Senior System Engineer</u>	<u>Responsible for vehicle engineering.</u>
<u>BTCPower</u>		
Larry Hayashigawa	Business Development Manager	Overall responsible for contractual obligations including scheduling delivery, testing, and installation approval of charging stations; providing service and support; and addressing questions relating to warranty, compliance, telematics, data collection and training.
Dave Hymel	Principal Electrical Engineer	Provides technical support.
<u>San Joaquin Valley Air Pollution Control District - Subcontractor</u>		
Seyed Sadredin	Executive Director/Air Pollution Control Officer	Oversees grant administration and approves information for status reports and final reports.

Name	Position	Duties
Samir Sheikh	Deputy Air Pollution Control Officer <u>Executive Director/Air Pollution Control Officer</u>	Oversees grant administration and approves information for status reports and final reports.
Mehri Barati	Director of Administrative Services	Oversees financial aspects of the grant including budget, reimbursement, and auditing. Approves information for status reports and final reports.
Todd DeYoung	Program Manager, Strategies and Incentives Department	Reviews and approves program documents, oversees and assesses staff as needed, and communicates with executive staff regarding progress of the grant.
<u>Jennifer Schmall</u>	<u>Air Quality Specialist II</u>	<u>Prepares draft quarterly, annual, final reports, and communicates with staff regarding progress of the grant.</u>

NOTE: Changes in Key Project Personnel may be made if approved by ARB in writing. Changes in Key Project Personnel do not require a written grant amendment.

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GRANT SOLICITATION

Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund (GGRF) Investments

Zero-Emission Truck and Bus Pilot Commercial Deployment Projects

Mobile Source Control Division
California Air Resources Board
October 1, 2015



California Environmental Protection Agency

 **Air Resources Board**

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EXHIBIT D, Grantee Application
Grant Number: G14-LCTI-10, Amendment 3

GRANTEE APPLICATION PACKAGE



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Authorization for Transit Bus Engine Repair

SOURCE: Public Works

COMMENT: Vehicle No. 8171 is an active transit bus that has experienced significant engine failure and requires an engine replacement. This vehicle is powered by a Cummins compressed natural gas (CNG) engine and must be repaired or replaced by a certified CNG service center. The bus has approximately three (3) years of remaining active service life, and its service is necessary for the transition to electrification of the City's Transit fleet over the next year.

Staff is requesting authorization to utilize Cummins Pacific, which is the nearest CNG engine service center, to perform the required engine overhaul at an estimated cost not to exceed \$42,138.94, (inclusive of all parts, taxes, labor, including a 10% contingency). Funds are available in the Transit Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$42,138.94, (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Transit Bus #8171 Estimate

Appropriated/Funded: MB

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



BAR ARD Number: ARD00293082 EPA: CAL000430089
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

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

INVOICE NO

ESTIMATE

Payment is due 30 days from invoice
date unless agreed upon in writing.

BILL TO

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

OWNER

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93258-
RAFAEL BAEZ - 559 782-7597

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
13-FEB-2020		31-DEC-2007	B5.9 GAS PLUS CM556		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		12-FEB-2020	46792468	CPL877600	ESCORT RE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200987			0 / 0		8171

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1N9MNABG38C084117

COMPLAINT OIL LEAK AT HEAD GASKET CHECK AND ADVISE

DIAGNOSTIC CHARGE: 568.18

1	0	DR6428RX	ENG 6BT 5.9 E3 B 230@2800	DRC	17,937.87	17,937.87
1	0	DR531D	ENG 6BTAA 5.9 B	CLEAN	3,312.50	3,312.50
-1	0	DR531D	ENG 6BTAA 5.9 B	DIRTY	3,312.50 -	3,312.50
1	0	RADIATOR REPAIR	CLEAN/REPAIR RADIATOR	P2-NONSTOCK	975.00	975.00
12	0	ZXEDRU1	ANTIFREEZE RED	P2-OTHER	15.44	185.28
1	0	3886396	6.2 CALIBRATION FLT REG.	CECO	100.00	100.00
1	0	3931342	DATAPLATE	P2-NONSTOCK	125.00	125.00
1	0	3607166	ELEMENT,BREATHER	CECO	72.16	72.16
2	0	3934209	HOSE,PLAIN	CECO	60.36	120.72
1	0	3606986	HOSE,PLAIN	CECO	36.32	36.32
1	0	3906696	SEAL,RECTANGULAR RING	CECO	6.00	6.00
1	0	3929751	GASKET,ACC DRIVE COVER	CECO	11.15	11.15
1	0	5286968RX	COMPRESSOR,1 CYL AIR	DRC	1,443.09	1,443.09
1	0	3936808D	CPR, AIR 15.2 CFM	CLEAN	125.00	125.00
-1	0	3936808D	CPR, AIR 15.2 CFM	DIRTY	125.00 -	125.00
1	0	3678606	SEAL,O RING	CECO	3.64	3.64
1	0	3914452	DAMPER,RUBBER VIBRATION	CECO	202.49	202.49
1	0	3920720	TUBE,OIL GAUGE	CECO	303.57	303.57
2	0	3936876	SEAL,RECTANGULAR RING	CECO	3.64	7.28

Completion date : 13-Feb-2020 11:46AM. Estimate expires : 14-Mar-2020 01:19PM.

Billing Inquiries? Call (877)480-6970

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

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



BAR ARD Number: ARD00293082 EPA: CAL000430089
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

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

INVOICE NO

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OWNER

CITY OF PORTERVILLE
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RAFAEL BAEZ - 559 782-7597

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
13-FEB-2020		31-DEC-2007	B5.9 GAS PLUS CM556		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		12-FEB-2020	46792468	CPL877600	ESCORT RE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200987			0 / 0		8171

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNABG38C084117					
		ORDERED ITEM		3902363 CECO			
1	0	3903475	SEAL,RECTANGULAR RING	CECO		4.19	4.19
1	0	3959052	GASKET,OIL PAN	CECO		38.04	38.04
1	0	3938157	GASKET,FLANGE	CECO		2.74	2.74
		ORDERED ITEM		3914383 CECO			
1	0	5449356	HARNESS,WIRING	CECO		956.83	956.83
1	0	3910530	GASKET,WTR TRF CONNECTION	CECO		5.44	5.44
2	0	3046201	SEAL,O RING	CECO		2.47	4.94
1	0	3925855	HOSE,PLAIN	CECO		20.39	20.39
1	0	3936832	HOSE,PLAIN	CECO		48.92	48.92
5	0	885273	PREM BLUE OS 9200 BULK	P2-VALVOLINE		13.85	69.25
5	0	CORF GAL	CAL OIL RECYCLE FEE GAL	P2-NSPART1		.29	1.45
1	0	15AC82	TRANSYND	P2-NSPART1		79.99	79.99
1	0	4988280	GASKET,HYDRAULIC PUMP	CECO		3.29	3.29
1	0	29558329	TRANS FILTER KIT	P2-NONSTOCK		107.96	107.96
1	0	3607167	BREATHER,CRANKCASE	CECO		457.81	457.81
1	0	AIR FILTER	AIR FILTER	P2-NONSTOCK		225.00	225.00

PARTS: 23,555.81
PARTS COVERAGE CREDIT: 0.00CR
TOTAL PARTS: 23,555.81
SURCHARGE TOTAL: 0.00
LABOR: 10,366.00

Completion date : 13-Feb-2020 11:46AM. Estimate expires : 14-Mar-2020 01:19PM.

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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FRESNO CA BRANCH
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INVOICE NO

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PAGE 3 OF 3

*** CHARGE ***

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		12-FEB-2020	46792468	CPL877600	ESCORT RE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200987			0 / 0		8171

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1N9MNABG38C084117

LABOR COVERAGE CREDIT:		0.00	CR
TOTAL LABOR:	10,366.00		
MISC.:		1,800.00	
MISC. COVERAGE CREDIT:		0.00	CR
TOTAL MISC.:	1,800.00		
ELECTRONIC TOOLING FEE		50.00	
HAZ WASTE DISPOSAL		100.00	
MISCELLANEOUS		1,500.00	
SHOP SUPPLIES		150.00	
	LOCAL	499.79	
	STATE	1,518.35	

Completion date : 13-Feb-2020 11:46AM. Estimate expires : 14-Mar-2020 01:19PM.

Billing Inquiries? Call (877)480-6970

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SUB TOTAL: 36,289.99
TOTAL TAX: 2,018.14

TOTAL AMOUNT: US \$ 38,308.13

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Authorization to purchase an Armored Rescue Vehicle

SOURCE: Police

COMMENT: At its meeting of January 21, 2020, the City Council authorized the Police Department to seek bids for an armored rescue vehicle. A request for sealed bids was issued on February 7, 2020, and bids were opened on February 24, 2020. The City received the following four (4) bids:

Lenco Industries: \$242,504 (plus applicable sales tax)
Cambli Group Inc.: \$245,211 (plus applicable sales tax)
International Armored Group US: \$248,200 (plus applicable sales tax)
Terradyne Armored Vehicles: \$273,100 (plus applicable sales tax)

Staff have reviewed the bids. Lenco Industries provided the lowest responsive bid and the Police Department requests authorization to purchase an armored rescue vehicle from Lenco Industries in the amount of \$242,504 (plus applicable sales tax.)

Additionally, shipping costs have been estimated by the company as being approximately \$10,000. Due to expense, the Police Department is requesting Council authorization for two (2) Police Department personnel to travel to Pittsfield, MA to receive the armored rescue vehicle when construction is completed. It is estimated that airfare, lodging, per diem and fuel will cost less than \$2,500, significantly less than the estimated shipping costs. This will also allow for personnel to inspect the vehicle and train on its features prior to receiving it in Porterville.

Funds for this purchase are available through the 2019 California State Homeland Security Grant award of \$150,484 and Asset Forfeiture funds. The cost to travel to Massachusetts will be covered by the Police Department's operating budget.

RECOMMENDATION: That the City Council:

1. Accept the submitted bids for Armored Rescue Vehicle; and
2. Authorize the Police Department to purchase, from the lowest bidder, the BearCat Armored Rescue Vehicle from Lenco Industries in the amount of \$242,504, plus applicable sales tax;
3. Authorize the Police Department to execute all agreements necessary to purchase the vehicle; and

4) Authorize out of state travel for two (2) Police Department personnel to travel to Pittsfield, MA to receive the rescue vehicle upon completion of construction.

ATTACHMENTS: 1. Armored Rescue Vehicle Bids

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

**BID PROPOSAL FORM
LAW ENFORCEMENT ARMORED RESCUE VEHICLE
BID NO. 19/20-EQ1899**

The undersigned bidder, having carefully examined the requirements and provisions for providing one (1) 2019 or newer year model, of an Armored Rescue Vehicle, hereby agrees to sell and deliver said equipment to the City of Porterville, strictly in accordance with the terms and specifications heretofore described.

We further declare that we have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid. We have properly filled out the Bid Proposal Form, Bid Specification Analysis Form and attached the general warranty documentation, and completed all other bidder requirements.

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

One (1) 2019 or newer model year, Armored Rescue Vehicle	\$ <u>242,504.00</u>
Sales Tax @ 9.25%:	\$ <u>22,431.62</u>
Delivery (Optional):	\$ <u> </u>
TOTAL PRICE:	\$ <u>264,935.62</u>

Total Price listed above does not include optional 4% Performance Bond, included in the enclosed quote.

MANUFACTURER, MODEL, AND DESCRIPTION: (Enclose mfg. literature)

Manufacturer: Lenco Industries, Inc.

Model: BearCat G2 Ford F-550 chassis

Description: Law Enforcement Armored Rescue Vehicle

EXHIBIT A

**BID PROPOSAL (CONT.)
LAW ENFORCEMENT ARMORED RESCUE VEHICLE
BID NO. 19/20-EQ1899**

WARRANTY: Bidder shall list all standard warranties applicable. Warranty start date shall be the date the City of Porterville takes possession of the vehicle.

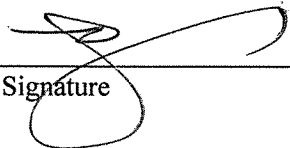
Lenco Armored Vehicle Limited Warranty - See Attachment

ESTIMATED AVAILABILITY: 240 Days After Receipt of Order

TERMS (Payment Discount):

Lenco's payment terms are Net 30

Lenco Industries, Inc.
Name of Firm


Authorized Signature

10 Betnr Industrial Dive
Business Address

Rob Weisberger, Contracting & Sales Admin Specialist
Name (in Print) Title

Pittsfield MA 01201
City State Zip

413-443-7359
Telephone

413-445-7865
Fax

02/10/2020
Date

EXHIBIT A

**BID PROPOSAL FORM
LAW ENFORCEMENT ARMORED RESCUE VEHICLE
BID NO. 19/20-EQ1899**

The undersigned bidder, having carefully examined the requirements and provisions for providing one (1) 2019 or newer year model, of an Armored Rescue Vehicle, hereby agrees to sell and deliver said equipment to the City of Porterville, strictly in accordance with the terms and specifications heretofore described.

We further declare that we have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid. We have properly filled out the Bid Proposal Form, Bid Specification Analysis Form and attached the general warranty documentation, and completed all other bidder requirements.

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

One (1) 2019 or newer model year,
Armored Rescue Vehicle

\$ 245211.00

Sales Tax @ 9.25%: \$ 22682.02

Delivery (Optional): \$ 3000.00

TOTAL PRICE: \$ 270893.02

MANUFACTURER, MODEL, AND DESCRIPTION: (Enclose mfg. literature)

Manufacturer: CAMBLI GROUP INC.

Model: 2020 BLACKWOLF

Description: 10 PASSENGERS, 0.50 CALIBER PROTECTION LEVEL, DIESEL,
ESCAPE HATCH, HYDRAULIC RAM, GAS INJECTOR

EXHIBIT A

**BID PROPOSAL FORM
LAW ENFORCEMENT ARMORED RESCUE VEHICLE
BID NO. 19/20-EQ1899**

The undersigned bidder, having carefully examined the requirements and provisions for providing one (1) 2019 or newer year model, of an Armored Rescue Vehicle, hereby agrees to sell and deliver said equipment to the City of Porterville, strictly in accordance with the terms and specifications heretofore described.

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

One (1) 2019 or newer model year, Armored Rescue Vehicle	
	\$ 248,200.00
Sales Tax @ 9.25%:	\$ 22,958.50
Delivery (Optional):	\$ 4,500.00
TOTAL PRICE:	\$ 275,658.50

MANUFACTURER, MODEL, AND DESCRIPTION: (Enclose mfg. literature)

Manufacturer: International Armored Group US, Inc

Model: Sentinel ARV

Description: Armored Rescue Vehicle equipped with NIJ IV/ .50 cal protection including the ballistic glass and firewall. Specifically designed to fit a litter for MED EVAC and equipped with an adaptive suspensions system providing exceptional off-road capability and high ground clearance suitable for disaster relief efforts.

EXHIBIT A

BID PROPOSAL (CONT.)
LAW ENFORCEMENT ARMORED RESCUE VEHICLE
BID NO. 19/20-EQ1899

WARRANTY: Bidder shall list all standard warranties applicable. Warranty start date shall be the date the City of Porterville takes possession of the vehicle.

International Armored Group warrants any armor related items installed, and conversion related custom workmanship, for 3 years, or 30,000 miles, whichever comes first; any suspected warranty related work must first be confirmed as being necessary by means of technical consultation with a representative of International Armored Group. Technical consultation regarding any repairs or malfunctions is available by telephone during our normal operating hours. Additional warranty information provided in technical specification.

ESTIMATED AVAILABILITY: _____ 120 Days _____

TERMS (Payment Discount):

_____ Net 30 _____

International Armored Group US, Inc.
Name of Firm


Authorized Signature

5840 US HWY 1 S
Business Address

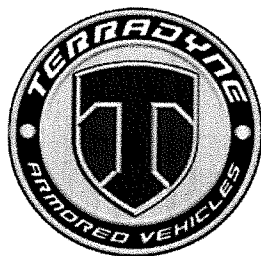
Alex Wilson National Sales Manager
Name (in Print) Title

St. Augustine FL 32086
City State Zip

(904) 794-4304
Telephone

(904) 794-9232 2/18/20
Fax Date

EXHIBIT A



Proposal in Response to Bid No. 19/20-EQ1899

City of Porterville
291 N. Main Street
Porterville, CA
93257

Office of the Purchasing Agent
Phone: 559-782-7451



GURKHA MPV

PRICE & TERMS

Vehicle Description: GURKHA MPV

Chassis: 2020 Ford F550 4x4 (U.S. specification & title)

Market Zone: United States

Quantity: One (1)

Price Code: Law Enforcement

Base Vehicle: \$228,100

Optional Upgrades: \$45,000

Subtotal: \$273,100

Shipping: \$10,000

Total Cost (USD) \$283,100

Basis: Ex-works Factory Newmarket Ontario Canada and free of all Canadian duties and/or taxes.

Lead time: 16 weeks from receipt of F550 chassis delivered to Terradyne

Validity: 60 days from February 20, 2020

TERRADYNE LIMITED WARRANTY

Terradyne warrants any items installed, and conversion related to custom workmanship for three (3) years.

Any suspected warranty related work must be first be confirmed as being necessary by means of a technical consultation with a representative of TERRADYNE ARMORED VEHICLES INC.

Technical consultation regarding any deficiency repairs or malfunctions is available by telephone during our normal business hours Eastern Standard time at 905-895-1010.

Ballistic transparencies are warranted for three (3) years; however the Warranty excludes damage to bullet resistant glass caused by stones, malicious damage, projectiles or other flying objects.

Warranty work to be directly covered by TERRADYNE may be performed locally only after assessment and authorization by TERRADYNE. TERRADYNE shall, upon consultation and approval, make payment for any/all repairs deemed to be of a reasonable nature by the Company.

TERRADYNE does not cover any OEM vehicle parts and components that we have not been modified no performed work on, during the armoring process. Such parts and components are the sole responsibility of the client and the vehicle's Original Equipment Manufacturer.

TERRADYNE assumes no responsibility for damages incurred through vehicle misuse or abuse, negligence, accidental damage, or any unauthorized modifications or alterations made to the vehicle following delivery of the vehicle to the client. Under the terms of this limited warranty, TERRADYNE shall in no way be held liable for any incidental or consequential damages arising from loss of use or loss of time, inconvenience, or commercial loss resulting from the need for warranty work. This warranty covers the repair and/or replacement of warranty related items only, and any non-warranty related additional costs incurred remain the responsibility of the client.

Accessories not directly related to the armoring process (winches, lighting, antenna, shields, turrets etc.) shall be covered by the warranties of their respective manufacturers and are not included in the warranty coverage provided by this agreement. However, although TERRADYNE does not warrant these items directly in any way, we do agree to offer all reasonable assistance in obtaining service from their companies of origin. Should there be any undue difficulties with obtaining servicing of these accessories; TERRADYNE will also agree to replace them for the client at our current wholesale cost price. The client shall remain responsible for any/all shipping and handling fees or incidental costs associated with the replacement of such items, as well as the aforementioned replacement costs.

Terradyne optional limited warranty extension available: 1 year / 20,000 miles

Ford Motor Company Warranty Coverage:

Powertrain: 5 years / 60,000 miles

Gas engine: 5 years / 60,000 miles

Diesel engine: 5 years / 100,000 miles



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Replacement of Equipment Damaged in Library Fire Incident

SOURCE: Fire

COMMENT: On February 18, 2020, the Fire Department responded to a structure fire at the Porterville Library. During the response efforts, two (2) of the Department's three (3) Thermal Imaging Cameras (TICs) were destroyed. These cameras are an essential piece of equipment to improve visibility in smoke-filled environments, which improve safety for firefighters and assist in rescue operations.

Staff requests to purchase four (4) new TICs, two (2) to replace the lost devices, and an additional two (2) new devices, bringing the Department total to five (5). This will result in all Department front line engines having access to a TIC during fire response. Additionally, staff requests a supplemental truck charger for the devices.

Quotes were requested from three (3) qualified vendors: Western Fire Supply, L.N. Curtis, and Jaco Fire Safety, from which two (2) quotes were received:

- Western Fire Supply: \$23,385.51
- L.N. Curtis: \$27,094.00
- Jaco: Non-responsive

Noting that Western Fire Supply provided the lowest quote, staff reached out about efforts to expedite receipt of the equipment, pending City Council approval. The vendor representative explained that the delivery of equipment typically takes 1-3 weeks; however, given the circumstances, Western Fire Supply generously offered to provide complimentary three (3) TICs on loan until the City could complete the acquisition of these devices. The loaner equipment was received by the Department on February 24.

The cost of the new equipment will initially be funded by the Department's General Fund budget.

RECOMMENDATION: That the City Council authorize the purchase of four (4) Thermal Imaging Cameras and one (1) truck charger from Western Fire Supply.

ATTACHMENTS:

1. Western Fire Supply Quote
2. LN Curtis Quote

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Western Fire Supply
 101 Parkshore Dr, #100
 Folsom, CA 95630 US
 accounting@s3dvbe.com
 www.S3DVBE.com

Quote



**WESTERN FIRE
SUPPLY**
 An S3 DVBE Company

ADDRESS

Capt Kirk Lowery
 Porterville Fire Dept
 40 West Cleveland Avenue
 Porterville, CA 93257

SHIP TO

Capt Kirk Lowery
 Porterville Fire Dept
 40 West Cleveland Avenue
 Porterville, CA 93257

QUOTE #	DATE	
1296	02/21/2020	

SALES REP

Jim Peterson

ACTIVITY	QTY	RATE	AMOUNT
FLIR K55 - 72201-0206 320x240 Thermal Camera Kit	4	5,195.00	20,780.00T
FLIR K55 - 72201-0206 320x240 Thermal Camera Kit			
FLIR T198322ACC Truck Changer K-xx only	1	625.50	625.50T
FLIR T198322ACC Truck Changer K-xx only			

Free shipping

SUBTOTAL 21,405.50
 TAX 1,980.01
TOTAL \$23,385.51

Accepted By

Accepted Date

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
DUNS#: 00-922-4163



Pacific North Division
185 Lennon Lane Suite 110
Walnut Creek, CA 94598
www.LNCURTIS.com
Quotation No. 144750

Quotation

CUSTOMER:

Porterville City Fire
Department
291 North Main Street
Porterville CA 93257

SHIP TO:

Porterville City Fire Department
40 West Cleveland Avenue
Porterville CA 93257

QUOTATION NO.

144750

ISSUED DATE

02/21/2020

EXPIRATION DATE

04/21/2020

SALESPERSON

Chris Parano
cparano@lncurtis.com
559-301-5156

CUSTOMER SERVICE REP

Amy Cresto
acresto@lncurtis.com
510-268-3335

REQUISITION NO.**REQUESTING PARTY**

Kurt Lowery

CUSTOMER NO.

C36150

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

DEST

SHIP VIA

Prepaid

REQ. DELIVERY DATE**NOTES & DISCLAIMERS**

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	4	EA	ECLLDXBUNDLEBL U	BLU ECLIPSE LDX THERMAL IMAGER POWERHOUSE BUNDLE WITH VEHICLE CHARGER, DIRECT CHARGE WIRES & 2ea. BATTERIES	\$6,200.00	\$24,800.00

DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 04/21/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$24,800.00
Tax Total	\$2,294.00
Transportation	\$0.00
Total	\$27,094.00



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Authorization to Contract with Fun & Game Rentals to Provide Amusement Rides at Kids Fest

SOURCE: Parks and Leisure Services

COMMENT: Annually since 2008, Spring Kids Fest has delighted thousands of children ages 2-12. Attendance has blossomed from 950 to over 2,000. It is because of the attendance growth that the event changed venues three (3) years ago from Veterans Park to the Sports Complex. With attendance growth comes the need for additional entertainment in order to have ample attractions for the children while attempting to keep ride wait times to a reasonable length. The need for more attractions coupled with the general cost of amusement rides increasing about every other year has caused the amusement ride expense to go from \$2,550 in 2008 to \$10,400 this year.

Fun & Game Rentals is proposing to provide ten (10) various amusement rides and attractions. Along with providing the amusement rides, Fun & Game Rentals provides a few staff members to supervise various attractions and carries event insurance listing the City of Porterville as an additional insured. Prior to Fun & Game Rentals, the City contracted with U Drive Kiddie Kars who closed its business in 2011 and sold all of its rides to Fun & Game Rentals. Fun & Game Rentals is out of Manteca and continues to be the only vendor that is able to provide these type of services for Kids Fest annually the last Saturday of March.

The Parks and Leisure Department's operating budget in the General Fund is the funding source for the cost of the amusement rides and attractions.

RECOMMENDATION: That the City Council authorize the City to contract with Fun & Game Rentals to provide amusement rides at Kids Fest in the amount of \$10,400.

ATTACHMENTS: 1. Fun & Game Rentals Contract

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



P.O. Box 4010 Manteca CA 95337
(209) 239-0122 FAX (209) 824-5391
fgrentals@verizon.net

CONTRACT

This contract executed on February 12, 2020 between Fun & Game Rentals; hereafter referred to as 'Vendor' and The City of Porterville Parks & Recreation Department; hereafter referred to as 'Promoter' agrees to the following:

A. 'Vendor' agrees to furnish the amusement equipment, See Addendum A, for Promoter's event known as: The Porterville Kids Fest and hereafter referred to as 'Event'.

B. The 'event' will be held on the following dates and times: Saturday, March 28, 2020. 11:00 AM to 3:00 PM. The location of the 'event' is Porterville Sports Complex, 2701 W. Scranton Ave., Porterville, CA. Vendor will be permitted to set up and have access to its amusement equipment at all times.

Promoter's
initials that
date &
times are
correct:

C. 'Promoter' shall pay 'Vendor' a flat fee of \$10,400.00 A nonrefundable holding fee of \$2,080.00 is due with the return of this signed contract no later than February 21, 2020 The balance of \$8,320.00 is due upon our arrival on the day of the event.

D. The price specified in this contract shall cover the cost of one set up and one tear down per ride or attraction. If any ride should need to be torn down and reset in full or in part, for any reason other than 'Vendor's negligence in properly placing the ride, the 'Promoter' will be charged for additional labor at the rate of \$125.00 per hour.

E. 'Vendor' shall carry liability insurance in the amount of two million dollars and will issue to 'Promoter' an Insurance certificate naming The City of Porterville, their agents, officers, volunteers and employees as an additional named insured. ***'Promoter' shall submit the exact wording for the certificate with the return of this signed contract if this is not correct.*** This insurance certificate is provided to 'Promoter' by 'Vendor' at no charge.

F. Electricity for the amusement equipment for the 'event' shall be provided by 'Vendor'. 'Promoter' shall provide a plot map of the 'event' designating the area for 'Vendor'. Location is subject to approval by 'Vendor'.

G. Does not apply

H. 'Promoter' shall provide security for the 'Event' during operational and non-operational hours to provide a secure environment for 'Vendors' equipment and personnel.



I. Notice for 'Vendor' shall be: Edward M. Fonseca, Fun & Game Rentals, and P O Box 4010, Manteca CA 95337. (209) 239-0122, Fax (209) 824-5391. Email: fgrentals@verizon.net. Notice for 'Promoter' shall be: City of Porterville Parks & Recreation Department, Attn.: Amy Graybehl, 291 N. Main Street, Porterville, CA 93257. Phone: 559-782-7521, Email: agraybehl@ci.porterville.ca.us

J. 'Promoter' shall be responsible and remit payment for any and all licenses and fees required by the City of Porterville.

K. This contract is binding on both parties and cannot be canceled or altered without mutual consent of both the 'Promoter' and the 'Vendor'. If legal proceedings are brought by either party to enforce any part of this contract, the prevailing party shall be entitled to reasonable attorney fees and costs.

Vendor; Fun & Game Rentals

Edward M. Fonseca, President

Date

Promoter; City of Porterville Parks & Recreation Department

Amy Graybehl, Representative

Date



ADDENDUM A

Porterville Kids Fest

Saturday, March 28, 2020

11 a.m. - 3 p.m.

Number of Porterville Staff: 14

Items:

Fun Slide - manned by 1 FGR employee & 2 Porterville Parks & Recreation staff

Teacup Ride - manned by 1 FGR employee & 1 Porterville staff

Wrecking Ball Ride - manned by 1 FGR employee & 1 Porterville staff

Swing -12 Ride - manned by 1 FGR employee & 1 Porterville staff

Dune Buggy Ride – manned by 1 FGR employee & 1 Porterville staff

5 in 1 bounce house - manned by 1 Porterville staff

Obstacle Course - manned by 2 Porterville staff

Toddler Play area - manned by 1 Porterville staff

Morphy Inflatable Interactive - manned by 2 Porterville staff.

Jr. Jurassic House - manned by 2 Porterville staff

1 FGR Supervisor

Also included is:

Delivery to the site

Complete set up and tear down of attractions

Generator power for all

Liability Insurance

_____ Promoter's Initials

_____ Vendor's Initials



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Authorization to Advertise for Bids - City Restrooms Facilities Upgrades

SOURCE: Public Works

COMMENT: City staff has completed the preparation of construction plans and specifications (i.e. Project Manual) for the restroom work at Veterans Park, Zalud Park, and the Airport's Airway Café. The proposed project includes construction elements for the Airway Café that will create access compliant restroom spaces. The existing restrooms at Veterans Park and Zalud Park are being renovated as well for access compliance. This project originally included the remodel of the upstairs restrooms of the Library, as well as the creation of two (2) downstairs family restrooms; the scope of the project was modified removing this work as the library was catastrophically damaged by fire on February 18, 2020.

The Engineer's estimate of probable cost for the total project is \$198,094.66. An additional \$19,809.46 is necessary for construction contingencies (10%). It is anticipated that an additional \$19,809.46 is required for construction management, quality control, and inspection services (10%) for a total estimated project cost of \$237,713.58.

<u>Location:</u>	<u>Estimate:</u>	<u>Mngmt:</u>	<u>Conting.:</u>	<u>Total:</u>
Airway Cafe	\$62,163.52	\$6,216.35	\$6,216.35	\$74,596.22
Veterans Park	\$67,612.94	\$6,761.29	\$6,761.29	\$81,135.52
Zalud Park	<u>\$68,318.20</u>	<u>\$6,831.82</u>	<u>\$6,831.82</u>	<u>\$81,981.84</u>
Totals:	\$198,094.66	\$19,809.46	\$19,809.46	\$237,713.58

Funding for this project includes \$42,654 from the proceeds of land release for the Airway Café and \$25,000 each of General Fund Reserve for the restrooms at Veterans Park and Zalud Park. This is a total of \$92,658 of authorized funding for this project; a shortfall of \$145,059.58. In order to make this a fully funded project, staff respectfully requests that the City Council approve the appropriation of up to \$35,000 from the Airport Operating Fund and, by way of Resolution, up to \$130,000 of funds from the Capital Construction / Improvements Designated Fund in the General Fund.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the appropriation of up to \$35,000 from the Airport Operating Fund; and
4. Adopt a Resolution authorizing the appropriation of funds from the Capital Construction/ Improvements Designated Fund

in the General Fund in an amount not to exceed \$130,000.

ATTACHMENTS:

1. Draft Resolution
2. Airway Cafe Locator Map
3. Veterans Park Locator Map
4. Zalud Park Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE CAPITAL
CONSTRUCTION / IMPROVEMENTS DESIGNATED FUND FOR THE REMODEL OF
THE RESTROOMS AT VETERAN'S PARK AND ZALUD PARK FOR ADA COMPLIANCE

WHEREAS: The City of Porterville Municipal Code Section 2-31.4, established the Capital Construction / Improvement Designated Fund for the exclusive purpose of providing funds to support new capital construction and/or improvement projects; and

WHEREAS: The remodel of the restrooms at Veteran's Park and Zalud Park are necessary improvements to achieve compliance with accessibility laws and improved services to the community; and

NOW, THEREFORE, BE IT RESOLVED:

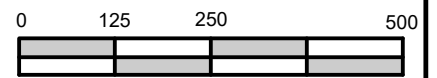
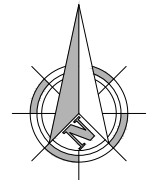
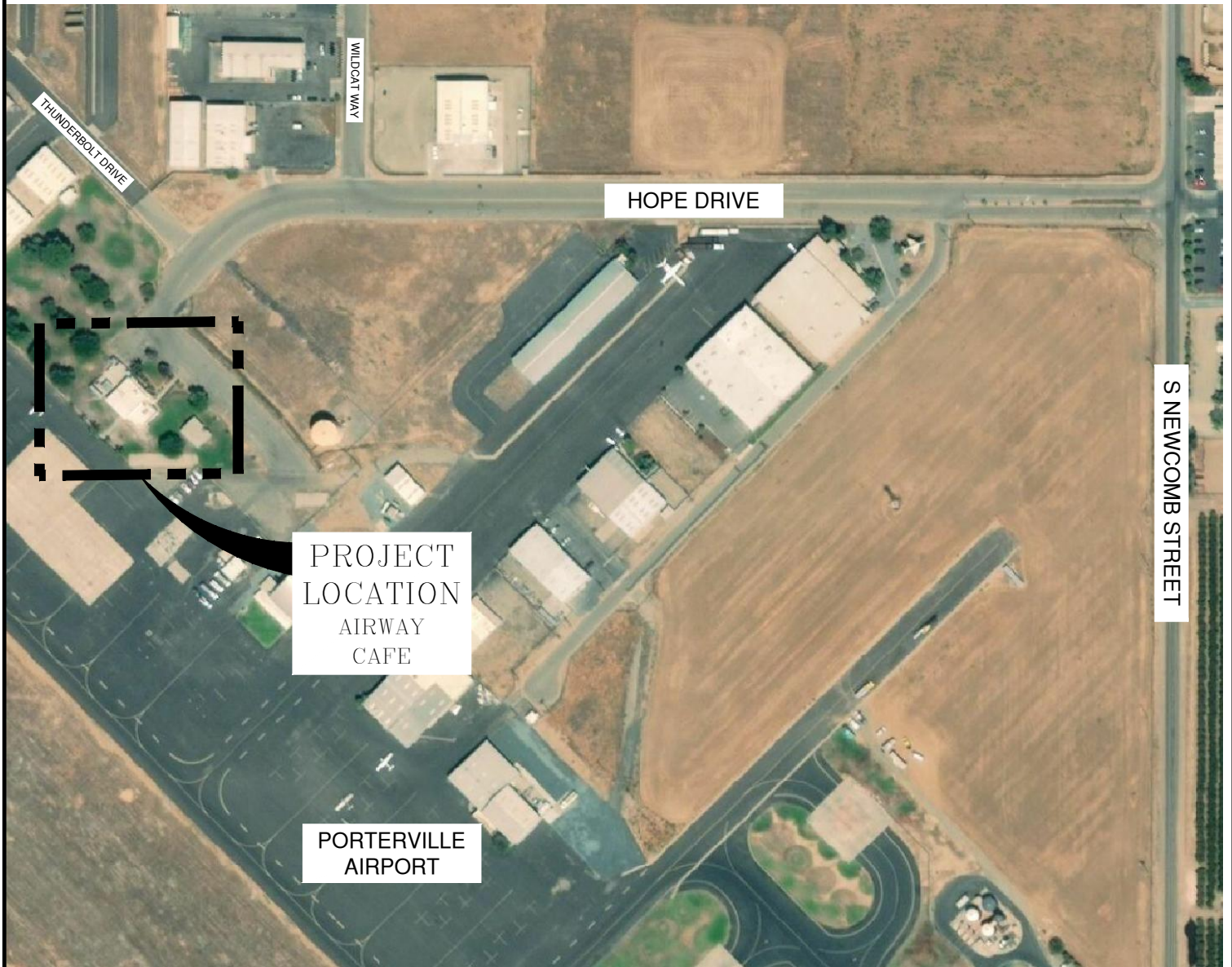
1. That the City Council of the City of Porterville make a finding that the remodel of the restrooms at Veteran's Park and Zalud Park is a necessary construction improvement project that benefits the community, and is within the intent and purpose of the Capital Construction / Improvement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of an amount not to exceed \$130,000 from the Capital Construction / Improvement Designated Fund for the remodel of the restrooms at Veteran's Park and Zalud Park:

PASSED, APPROVED and ADOPTED this 3rd day of March, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



SCALE: 1"=250'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

AIRWAY CAFE LOCATOR MAP
1893 NEWCOMB STREET #12
PORTERVILLE, CA 93257

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 250'
DATE	1/10/2019

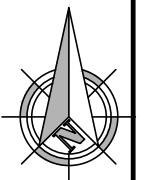
SHEET
1
OF
1



N EL GRANITO ST



ZALUD RESTROOM



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

ZALUD LOCATION MAP

DRAWN BY	CAL
CHECKED BY	
SCALE	N.T.S.
DATE	2/13/2018

SHEET
2
OF
2



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Retirement of Police Service Dog "Luna"

SOURCE: Police

COMMENT: In June 2015, the City of Porterville purchased "Luna", a two-year-old Belgian Malinois for use as a police service dog. Luna has been working at the Police Department as a police service dog for over four (4) years. The general expectation for years of service from a police service dog is five (5) to eight (8) years. Some are able to work longer, but anything over five (5) years of service is a reasonable expectation.

In the last year, Luna has begun to regress with regard to her ability to act as a Police Service Dog. There have been documented incidents regarding failure to engage with suspects and it has become clear that Luna is losing the drive necessary to perform at an adequate level while deployed on the street.

Canine experts with the Police Department's staff, the Department's outside trainer and Luna's handler have critically evaluated the viability of Luna and the stringent requirements California Peace Officers Standards and Training (P.O.S.T.) places on police service dog programs. After this evaluation, it has been determined that Luna would not currently meet the California P.O.S.T. police service dog guidelines. Significant efforts have been put forth to try and remediate Luna and allow her to meet these guidelines, but these efforts have not been successful.

Due to the increasing potential Luna will not be able to perform at a peak level when needed as a police service dog, it is staff's recommendation Luna be retired from service and the Department look at replacing her in the near future. Because Luna is no longer able to perform as a police service dog, the fair market value of Luna is \$1.00.

When a police service dog retires, the two (2) options available are to either euthanize the animal or enter into a contract to sell it to a person who has experience in handling police service dogs and who is willing to assume all liability for the animal upon the sale. Officer Darin Cardoza has experience in handling police service dogs, is willing to assume all liability for the animal, and is Luna's current K9 handler. As such, he has requested to purchase Luna. This purchase and assumption of liability would be documented by the attached contract.

RECOMMENDATION: That the City Council:

1. Approve the sale of "Luna" to Officer Darin Cardoza for the amount of \$1; and
2. Authorize the Mayor to execute the agreement and document the sale of "Luna" to Officer Darin Cardoza.

ATTACHMENTS: 1. Canine (K-9) Purchase Agreement

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

CANINE (K-9) PURCHASE AGREEMENT

This Agreement between the City of Porterville ("City") and Officer Darin Cardoza is made with reference to the following findings:

- A. Officer Cardoza is assigned to the Patrol Division which includes being a K-9 Handler.
- B. Officer Cardoza was, in conjunction with his assignment as a K-9 Handler, given the care, custody and control of a police dog named "Luna". Because of the extraordinary amount of time a handler spends with his canine partner, a strong mutual bond is developed between the handler and his canine. Furthermore, Luna has been specially trained to assist officers in law enforcement tasks, and to respond to commands issued specifically by Officer Cardoza .
- C. The average working life expectancy for a police service dog is five years. Luna was purchased and has been in either training or working for the department about four years, but is approximately six years old. In the last year, Luna's abilities as a police service dog have deteriorated. Given the above factors, further service of Luna to the City is of minimal monetary value.
- D. Due to the findings in Sections A through C, the City desires to sell Luna to Officer Cardoza, pursuant to the terms set forth herein.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. City hereby sells the Luna to Officer Cardoza for the sum of one dollar (\$1.00). The City is also providing Officer Cardoza with Luna's kennel and carrier at no additional cost to Officer Cardoza.
- 2. Officer Cardoza agrees and hereby assumes ownership and full responsibility for the care, maintenance, securing, food, housing, medical needs and expenses, and any and all other expenses that result from or arise out of his ownership of Luna. City shall have no further responsibility or liability for Luna or Luna's care. Officer Cardoza understands that City has made no representations concerning the health or condition of Luna and accepts Luna "as is." Officer Cardoza acknowledges that any dog's behavior is subject to change, including but limited to a change in personality, health, or character, and also including aggression, and therefore Officer Cardoza hereby assumes all risk of any kind related to the actions or behavior of Luna, including but not limited to acts of aggression. In acknowledgment of this, Officer Cardoza hereby releases City from any liability for behavioral actions of Luna or the direct or indirect consequences thereof.
- 3. To the fullest extent permitted by law, Officer Cardoza agrees to hold harmless, indemnify and defend the City, its officers, employees, agents and volunteers, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation, arising out of Officer Cardoza's ownership or control of Luna, or Luna or Officer Cardoza's actions with Luna outside the course and scope of employment, and 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.

4. Officer Cardoza gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising out of or in any way related to Officer's ownership and possession of Luna.

5. This agreement constitutes the entire understanding of the parties and may only be amended by mutual written agreement executed by the parties.

Date: _____

OFFICER:

Darin Cardoza

CITY OF PORTERVILLE:

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Reimbursement for the Construction of Sewer and Water Master Plan Improvements for the Windsor Court Subdivision - San Joaquin Valley Homes

SOURCE: Public Works

COMMENT: The developer of the new Windsor Court Subdivision, San Joaquin Valley Homes, is requesting reimbursement for the cost of constructing 12" sewer and water mains and other improvements necessary to satisfy master plan requirements.

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

SEWER

25-45.1: ACREAGE FEE:

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

B. Established: An acreage fee is hereby established upon issuance of certificate of occupancy for development in the city, or upon connection to the city sewer system for development in the city, or upon connection to wastewater facilities. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer prior to issuance of certificate of occupancy or connection to the sewer system.

On an annual basis, this fee shall be adjusted by the public works director or

designee in accordance with the "Engineering News Record Construction Cost Index" publication.

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

1. Pay for the city's future construction of wastewater facilities described in the resolution enacted with this section, or to reimburse the city for those described or listed wastewater facilities constructed by the city with funds advanced by the city from other sources; or

2. Reimburse developers who have been required or permitted as set forth below, to install such listed wastewater facilities which are oversized with supplemental size, length, or capacity.

D. Developer Construction Of Facilities: Whenever a developer is required, as a condition of approval of a development permit, to construct a public facility described in a resolution adopted pursuant to this section, and when such construction is necessary to ensure efficient and timely construction of the facilities network, a reimbursement agreement with the developer shall be offered. The reimbursement amount shall not exceed the actual cost of the construction of the facility by the developer. In the event the actual construction cost of the facility exceeds the fee required of the development project, the city shall enter into a reimbursement agreement for the cost in excess of the fee required for the project, to be paid from the special account established pursuant to this section. (Ord. 1754, 6-2-2009)

WATER

25-32.3: ACREAGE FEE:

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

B. Established: An acreage fee is hereby established upon issuance of certificate of occupancy for development in the city, or upon connection to the city water system to pay for water system improvements. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these

facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer upon issuance of certificate of occupancy or connection to the water system. On an annual basis, this fee shall be adjusted by the public works director department in accordance with the "Engineering News Record Construction Cost Index" publication.

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

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

These sections of the Municipal Code of the City of Porterville requires developers to pay impact fees that are then established for reimbursement of master plan improvements constructed by the developer as defined by the adopted master plans.

The costs associated with the sewer and water improvements within Windsor Court Subdivision, inclusive of other incidental improvements, were prepared by the Engineer in charge and have been found to be acceptable to staff.

WINDSOR COURT MASTER PLAN IMPROVEMENTS:

Sewer Main & appurtenances	\$102,276.00
Water Main & appurtenances	\$246,859.00
Engineering Services	\$ 52,400.25
Project Management	\$ 27,946.80
 TOTAL MASTER PLAN REIMBURSEMENT	 \$429,682.05

The City of Porterville Engineering staff has inspected the improvements and have found them to meet City Standards.

RECOMMENDATION: That City Council:

1. Accept the sewer and water master plan improvements related to the new Windsor Court Subdivision for maintenance;
2. Approve reimbursement to San Joaquin Valley Homes per Section 25-32.3 of the City of Porterville Municipal Code; and

3. Authorize the Finance Director to disburse \$429,682.05 to San Joaquin Valley Homes.

ATTACHMENTS:

1. San Joaquin Valley Homes Reimbursement Letter
2. Progress Payment #1 - 99 Pipeline
3. Progress Payment #2 - 99 Pipeline
4. Locator Map - Windsor Court Subdivision

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, Deputy City Manager

SW OK



San Joaquin Valley
HOMES

559.732.2660
5607 Avenida de los Robles
Visalia • CA • 93291

November 11, 2019

RECEIVED

City of Porterville
291 North Main Street
Porterville, CA 93257

NOV 14 2019

City of Porterville
Public Works Dept.

ATTN: Javier Sanchez

RE: Windsor Court – Unit #1 Off-Site Reimbursement

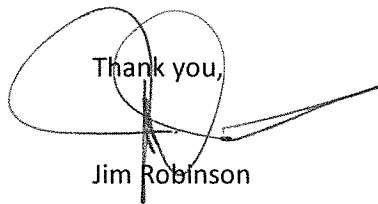
Javier;

Below I have listed the reimbursable improvements that we installed at Windsor Court Unit #1. I have also attached the invoices we paid for the work. We would like to receive this reimbursement in fee reductions on the remaining lots at Windsor Court of in a single cash payment. Please let me know if you have any questions.

• Mobilization	=	\$2500.00
• 12" SDR 35 Sewer	=	\$45,045.00
• Sewer Manholes	=	\$10,764.00
• Raise Sewer MH to Grade	=	\$1,300.00
• Tie to Existing Manhole	=	\$4,755.00 4775.00
• Shoring	=	\$3,286.00
• Traffic Control	=	\$9,488.00
• Hold Phone Poles to Trench	=	\$10,356.00
• Perform Acceptance Testing	=	\$2,530.00
• 12" C900	=	\$113,575.00
• 6" C900	=	\$6,060.00
• 12" Gate Valves	=	\$13,630.00
• 8" Gate Valves	=	\$3,830.00
• Fire Hydrant Assembly	=	\$6,421.00
• Raise Gate Valve to Grade	=	\$4,950.00
• 12 x 8 Tee	=	\$3,120.00
• 12" FLGXMJ Adaptor	=	\$822.00

• 12" 45	=	\$640.00
• 12" Tee	=	\$996.00
• 12" City Blowoff W-5	=	\$11,762.00
• Tie to Existing Water Main	=	\$5,342.00
• Traffic Control	=	\$7,990.00
• Sq.Ft. Trench Paving	=	\$35,466.00
• Perform Acceptance Testing	=	\$3,496.00
• Install extra joint of 8" sewer	=	\$4,608.00
• Remove existing irrigation Pipe	=	\$5,931.00
• Extra 12" Water Main	=	\$3,300.00
• 12 X 4 City Blowoff	=	\$5,881.00
• 12" Alignment offset in Main	=	\$9,039.00
• Sewer Crossing Under Storm	=	\$12,432.00
• Sub Total	=	\$349,335.00
• Engineering and Surveying (15%)	=	\$52,400.25
• Project Management (8%)	=	<u>\$27,946.80</u>
 Total	=	 \$429,682.05

Please contact me if you have any questions.

Thank you,

 Jim Robinson



P.O. Box 71
Porterville, CA 93258
Ph: 559-781-0099 Fax: 559-781-5099

Date: 4/30/2019
Invoice No. 1930

RECEIVED
APR 28 2019

Signature
04/30/19

Bill To: San Joaquin Valley Homes

JOB: Windsor Ct
Billing # 2 Offsite

Contract No: 062-901-007

ITEM #	Current Contract		Previous Contract		DESCRIPTION	UNIT	COST	TOTAL	Previous Totals		Current Totals	
	QTY	QTY	QTY	QTY					Totals		Totals	
1		1		1	Mobilization		2500.00	2500.00	2500.00		0.00	
2	693				Sewer							
3	2			693	12" SDR 35 Sewer		65.00	45045.00	0.00		45045.00	
4				2	Sewer Manholes		5382.00	10764.00	0.00		10764.00	
5	1			2	Raise sewer MH to grade		650.00	1300.00	0.00		0.00	
6	1			1	Tie to existing manhole		4775.00	4775.00	0.00		4775.00	
7	1			1	Shoring		3286.00	3286.00	0.00		3286.00	
8				1	Traffic Control		9488.00	9488.00	0.00		9488.00	
9				4	Hold telephone poles to trench by to install sewer main		2589.00	10356.00	0.00		0.00	
10	1165			1	Perform acceptance testing		2530.00	2530.00	0.00		0.00	
11	60				Water							
12	4			2065	12" C900		55.00	113575.00	27500.00		64075.00	
13	2			60	6" C900		101.00	6060.00	0.00		6060.00	
14	1			4	12" Gate Valves		2726.00	10904.00	0.00		10904.00	
15				2	8" Gate Valves		1915.00	3830.00	0.00		3830.00	
16	3			1	Fire Hydrate Assembly with tee, valve, head, etc		6421.00	6421.00	0.00		6421.00	
17	2			8	Raise Gate Valve to Grade		550.00	4400.00	0.00		0.00	
18				3	12x8 tee		1040.00	3120.00	0.00		3120.00	
				2	12" flgxmj adaptor		411.00	822.00	0.00		822.00	
				1	12" 45		640.00	640.00	640.00		0.00	

19	1		1	12" tee		996.00	996.00	0.00	996.00
20	1		1	12" City blowoff W-5		11762.00	11762.00	0.00	11762.00
21		1	1	Tie to existing water main		5342.00	5342.00	5342.00	0.00
22	0.9	0.1	1	Traffic Control		7990.00	7990.00	799.00	7191.00
23	0		1542	Sqft Trench Paving		23.00	35466.00	0.00	0.00
24	0.5		1	Perform acceptance testing		3496.00	3496.00	0.00	1748.00

CONTRACT TOTAL: \$ 304,868.00

Sub Totals

34281.00 190287.00

Less 10% Retention

-3428.10 -19028.70

Previous Totals

30852.90

Billing Total This Period

\$ 171,258.30

Signed Approval By: _____

Print Name & Company: _____

P.O. Box 71
Porterville, CA 93258
Ph: 559-781-0099 Fax: 559-781-5099

Date: 5/30/2019
Invoice No. 1941

POLICE

MAY 30 2019

[Signature] 06/04/19

Bill To: San Joaquin Valley Homes

JOB: Windsor Ct
Billing # 3
JUN 05 2019
Offsite

Contract No: 062-901-007

ITEM #	Current		Previous		Contract	DESCRIPTION	UNIT			TOTAL	Previous		Current
	QTY		QTY				COST	Totals	Totals				
1		1		1		Mobilization	2500.00		2500.00		2500.00	0.00	
						Sewer							
2		693		693		12" SDR 35 Sewer	65.00		45045.00		31216185.00	0.00	
3		2		2		Sewer Manholes	5382.00		10764.00		21528.00	0.00	
4				2		Raise sewer MH to grade	650.00		1300.00		0.00	0.00	
5		1		1		Tie to existing manhole	4775.00		4775.00		4775.00	0.00	
6		1		1		Shoring	3286.00		3286.00		3286.00	0.00	
7		1		1		Traffic Control	9488.00		9488.00		9488.00	0.00	
8				4		Hold telephone poles to trench by to install sewer main	2589.00		10356.00		0.00	0.00	
9	1			1		Perform acceptance testing	2530.00		2530.00		0.00	2530.00	
						Water							
10		1665		2065		12" C900	55.00		113575.00		91575.00	0.00	
11		60		60		6" C900	101.00		6060.00		363600.00	0.00	
12		4		4		12" Gate Valves	2726.00		10904.00		43616.00	0.00	
13		2		2		8" Gate Valves	1915.00		3830.00		7660.00	0.00	
14		1		1		Fire Hydrate Assembly with tee, valve, head, etc	6421.00		6421.00		6421.00	0.00	
15				8		Raise Gate Valve to Grade	550.00		4400.00		0.00	0.00	
16		3		3		12x8 tee	1040.00		3120.00		9360.00	0.00	
17		2		2		12" flgxm) adaptor	411.00		822.00		1644.00	0.00	
18		1		1		12" 45	640.00		640.00		640.00	0.00	

19		1	1	12" tee	996.00	996.00	996.00	0.00
20		1	1	12" City blowoff W-5	11762.00	11762.00	11762.00	0.00
21		1	1	Tie to existing water main	5342.00	5342.00	5342.00	0.00
22		1	1	Traffic Control	7990.00	7990.00	7990.00	0.00
23	0		1542	Sqft Trench Paving	23.00	35466.00	0.00	0.00
24	0.5	0.5	1	Perform acceptance testing	3496.00	3496.00	1748.00	1748.00

CONTRACT TOTAL: \$ 304,868.00

Sub Totals 31807616.00 4278.00
Less 10% Retention -3180761.60 -427.80
Previous Totals 28626854.40

Billing Total This Period \$ 3,850.20

Signed Approval By:

Al Magno 06/09/19

Print Name & Company:

Don Verno SVHomes

OWNER'S STATEMENT

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

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

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

BY: _____

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

STATE OF CALIFORNIA/COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____

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

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

WITNESS MY HAND, AND OFFICIAL SEAL

SIGNATURE _____ PRINT NAME _____

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

PRINCIPAL PLACE OF BUSINESS: _____ COUNTY

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

STATE OF CALIFORNIA/COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____

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

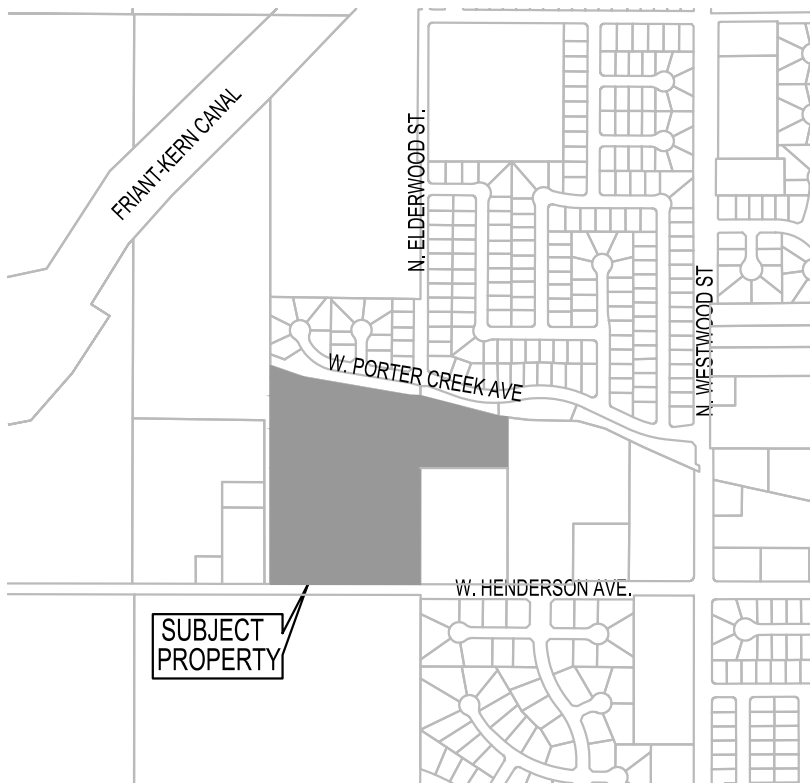
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL

SIGNATURE _____ PRINT NAME _____

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

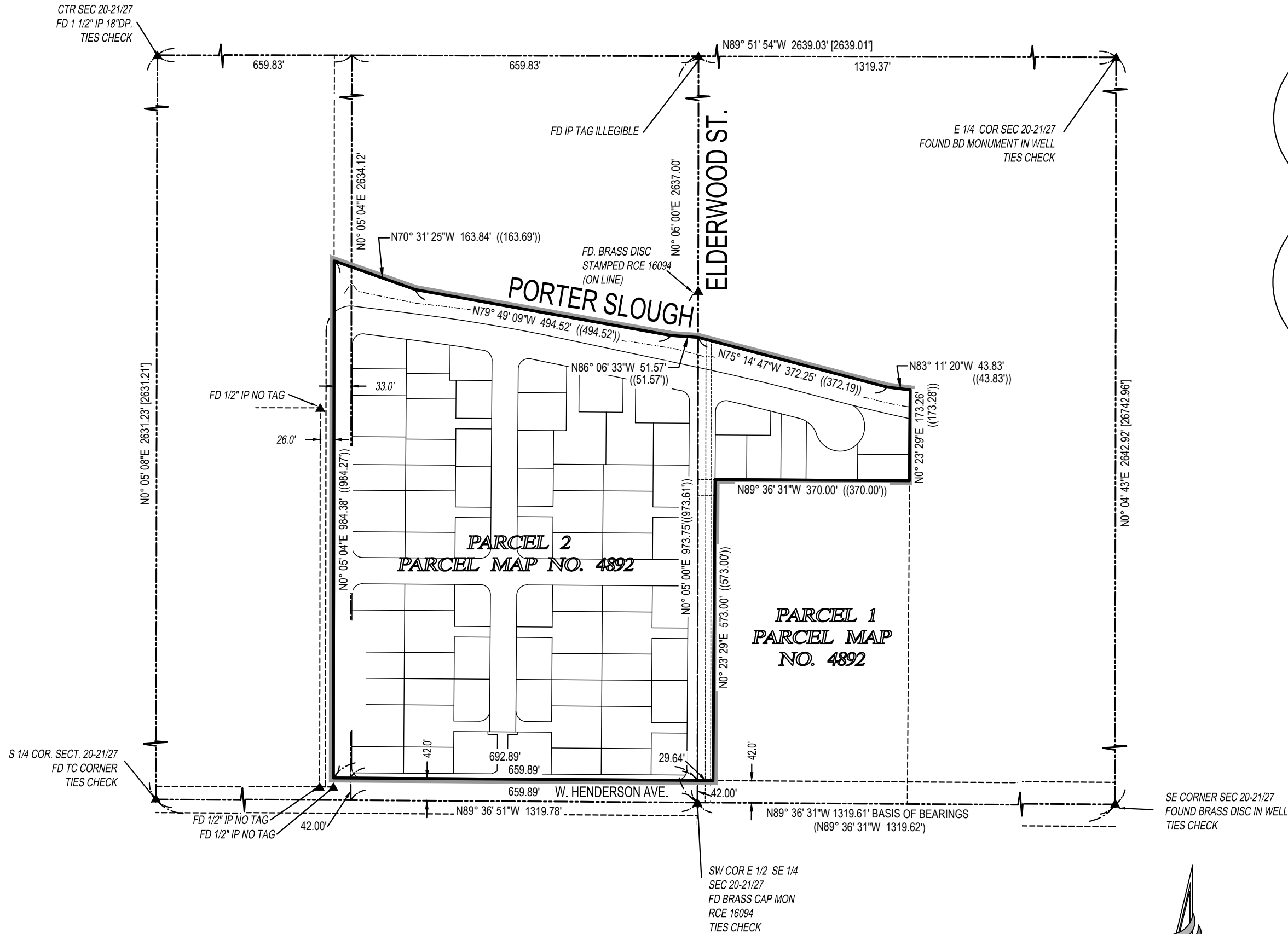
PRINCIPAL PLACE OF BUSINESS: _____ COUNTY



VICINITY MAP
NO SCALE

WINDSOR COURT SUBDIVISION

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



LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

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

NOTICE TO HOMEOWNERS:

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

BASIS OF BEARINGS

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

TAKEN AS: N 89°36'31" W

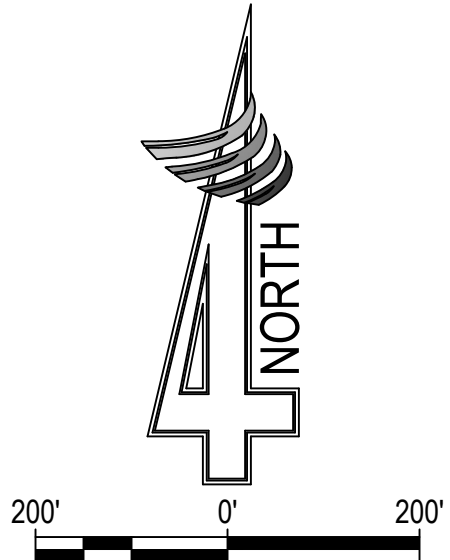
EASEMENTS OF RECORD (NOT PLOTTABLE)

EASEMENT FOR WATER DITCH IN HANNA AND MILLER REC. 7/16/1901 IN BK. 105, PG. 34 OF DEEDS

EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF SOUTHERN CA. EDISON REC. 3/29/1950, AS INST. NO. 9118 IN BK. 1432, PG. 453, O.R.

LEGEND

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



SURVEYOR'S STATEMENT

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

RANDY D. WASNICK P.L.S. 8163

CITY SURVEYOR'S STATEMENT

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

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

SOIL ENGINEER'S STATEMENT

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

ZONING ADMINISTRATOR'S STATEMENT

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

CITY COUNCIL'S STATEMENT

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

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

BY: _____ CITY CLERK

CITY CLERK'S STATEMENT

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

DATED THIS _____ DAY OF _____, 20____.

BY: _____ CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

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

DATED THIS _____ DAY OF _____, 20____.

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

BY: _____ FEE PAID DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO. _____

FILED THIS _____ DAY OF _____, 20____, AT _____, M.

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

ROLAND P. HILL TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____ DEPUTY

PREPARED BY:



4CREEKS

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

SHEET 1 OF 3

WINDSOR COURT SUBDIVISION

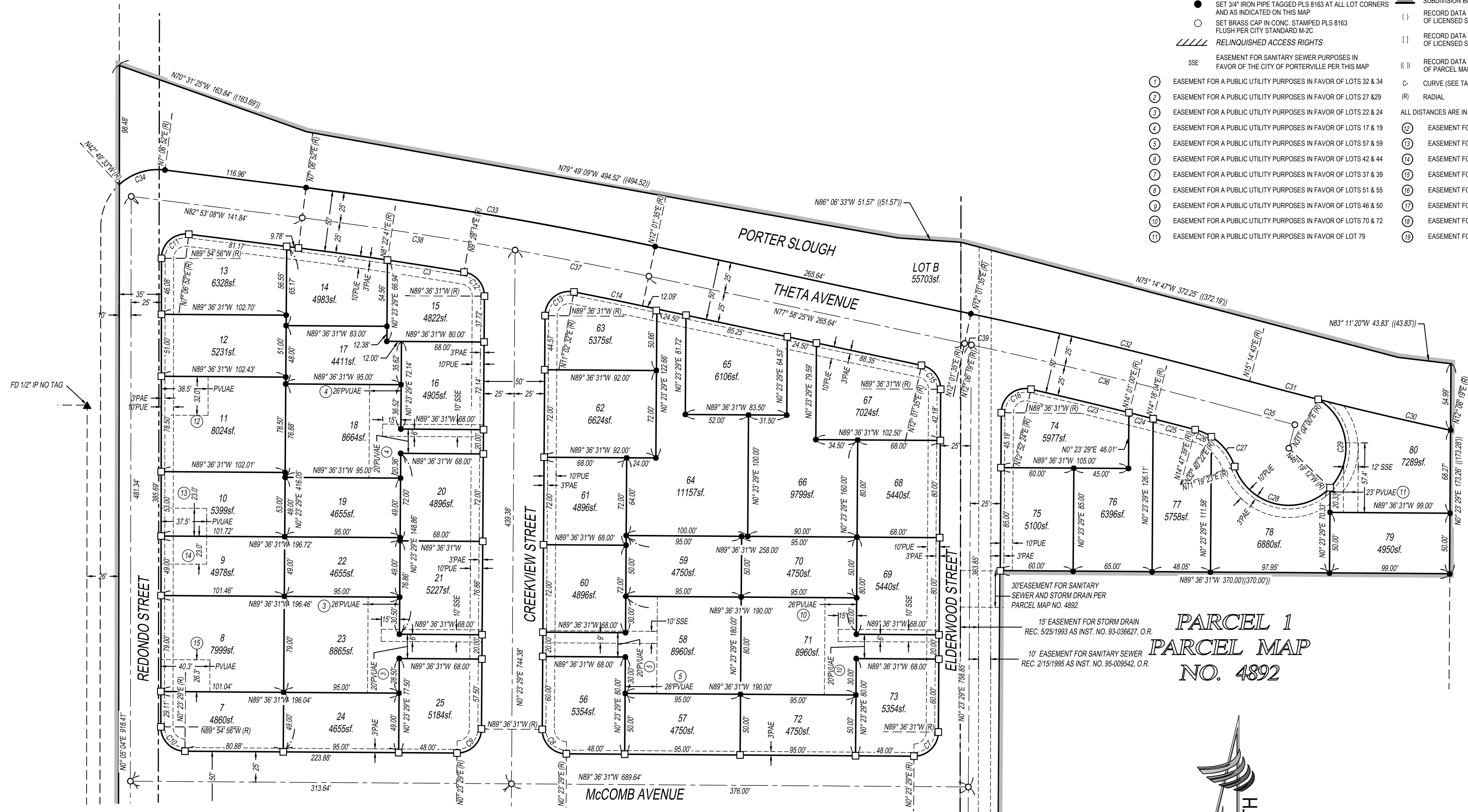
BASIS OF BEARINGS

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

TAKEN AS: N 89° 36' 31" W

LEGEND

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



PREPARED BY:



4CREEKS

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TEL: 559.802.3052
FAX: 559.802.3215

SHEET 2 OF 3

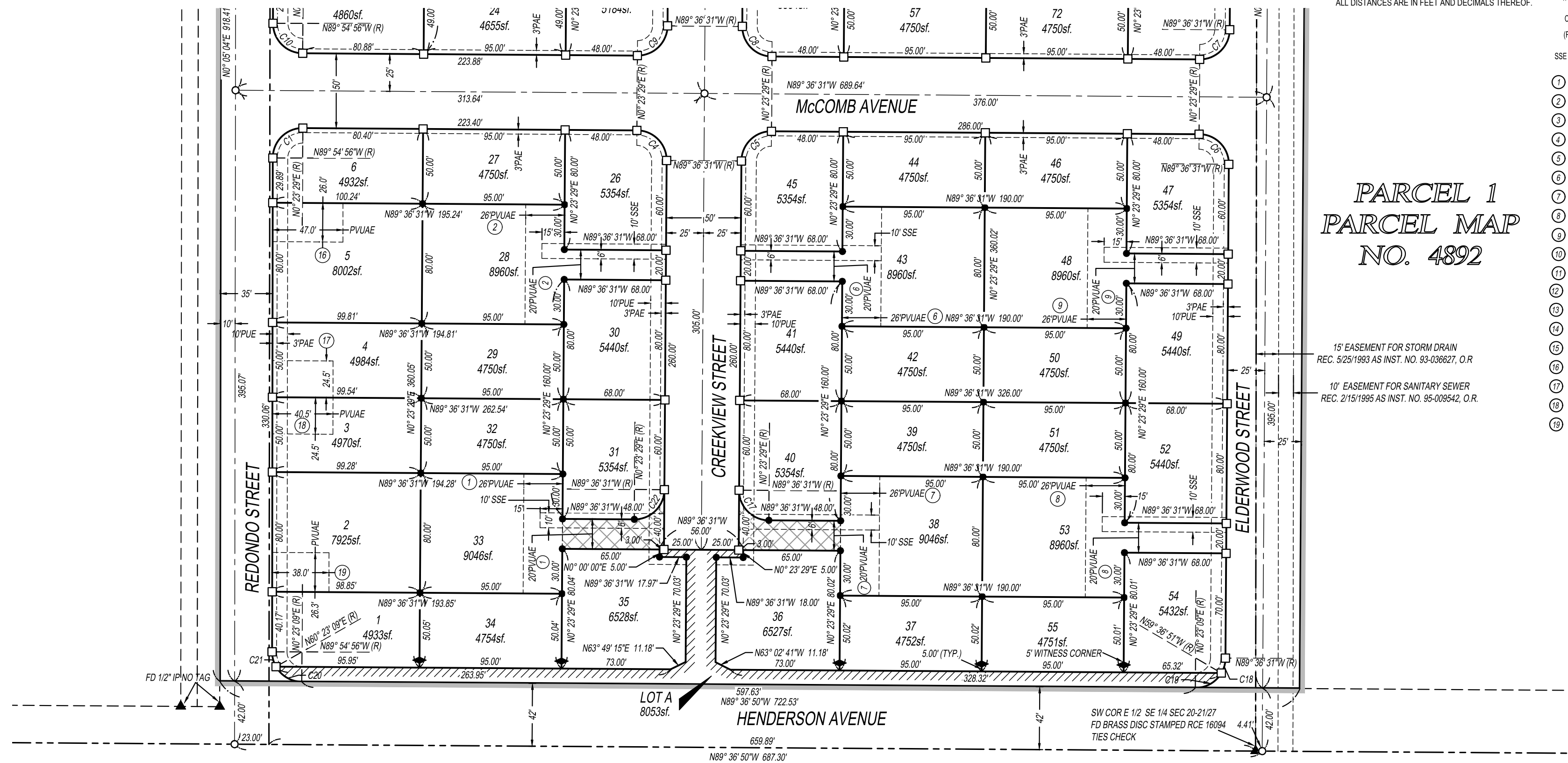
WINDSOR COURT SUBDIVISION

BASIS OF BEARINGS

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

TAKEN AS: N 89°36'31" W

SEE SHEET 2 OF 3



LEGEND

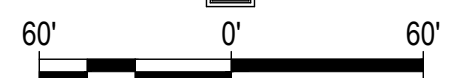
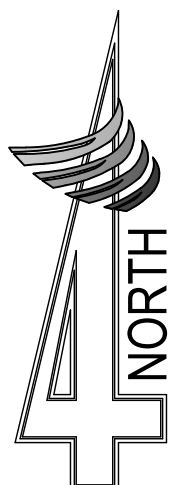
- ▲ FOUND MONUMENT AS DESCRIBED
- ◆ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- SET NAIL AND TAG STAMPED PLS 8163, IN CONCRETE
- SET 3/4" IRON PIPE TAGGED PLS 8163 AT ALL LOT CORNERS AND AS INDICATED ON THIS MAP
- SET BRASS CAP IN CONC. STAMPED PLS 8163 FLUSH PER CITY STANDARD M-2C
- ////// RELINQUISHED ACCESS RIGHTS
- ▨ HATCH DENOTES PORTION OF LOT 33 AND 38 FOR FIRE LANE ACCESS EASEMENT TO THE CITY OF PORTERVILLE, PER THIS MAP. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- PUE PUBLIC UTILITY EASEMENT
- PVIAE PUBLIC UTILITY, PEDESTRIAN AND VEHICLE ACCESS EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- FAE FIRE LANE ACCESS EASEMENT
- SUBDIVISION BOUNDARY
- () RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 23 OF LICENSED SURVEYS AT PAGE 30, T.C.R., OR CALCULATED THEREFROM
- [] RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 19 OF LICENSED SURVEYS AT PAGE 96, T.C.R., OR CALCULATED THEREFROM
- [] RECORD DATA PER PARCEL MAP NO. 4892, RECORDED IN BK. 49 OF OF PARCEL MAPS AT PAGE 97, T.C.R., OR CALCULATED THEREFROM
- C- CURVE (SEE TABLE SHEET 3 OF 3)
- (R) RADIAL
- SSE EASEMENT FOR SANITARY SEWER PURPOSES IN FAVOR OF THE CITY OF PORTERVILLE PER THIS MAP
- ① EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 32 & 34
- ② EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 27 & 29
- ③ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 22 & 24
- ④ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 17 & 19
- ⑤ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 57 & 59
- ⑥ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 42 & 44
- ⑦ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 37 & 39
- ⑧ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 51 & 55
- ⑨ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 46 & 50
- ⑩ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 70 & 72
- ⑪ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 79
- ⑫ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 12
- ⑬ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 9
- ⑭ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 10
- ⑮ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 7
- ⑯ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 6
- ⑰ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 3
- ⑱ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 4
- ⑲ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 1

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

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

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

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



PREPARED BY:



4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
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FAX: 559.802.3215

SHEET 3 OF 3



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Approval of Resolution to Waive the 90-Day Statutory Notice to Relinquish Parcels by the State of California

SOURCE: Public Works

COMMENT: The State of California, Department of Transportation, has completed roadway improvements along State Route 65 south of State Route 190 to Tea Pot Dome Avenue, namely widening to 4-lanes. As part of the completion, the State is required to relinquish any portion of local roadway improvements constructed, but not remaining within the State highway right-of-way.

As part of this process, a 90-day period is allowed for protest following its notice of the intent to relinquish. The State is requesting the City Council to approve the attached Resolution waiving the 90-day statutory notice by the State.

RECOMMENDATION: That the City Council approve the draft Resolution waiving the 90-day Statutory Notice by the State of California of its Intent to Relinquish Certain Parcels along State Route 65 within City Limits.

ATTACHMENTS:

1. Resolution Waiving Statutory Notice of Intent to Relinquish Certain Parcels
2. Exhibit A - Segments 1 and 2

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE WAIVING THE STATUTORY
NOTICE BY THE STATE OF CALIFORNIA OF ITS INTENT
TO RELINQUISH CERTAIN PARCELS ALONG STATE
HIGHWAY ROUTE 65 WITHIN CITY LIMITS

BE IT RESOLVED: That the City Council of the City of Porterville as follows:

Section 1. The City Council of the City of Porterville hereby finds, determines and declares as follows:

- A. At various times, the State of California Department of Transportation (“State”) has acquired title to certain segments of land abutting State Highway Route 65 to complete highway projects.
- B. The State wishes to relinquish its title to certain of these segments located within the City. These segments are depicted as segments 1 and 2 on Exhibit A, as attached and incorporated by reference. Upon relinquishment, all right, title, and interest in these parcels shall vest in the City.
- C. The parcels are in a state of good repair.
- D. Under Section 73 of the California Streets and Highways Code, prior to relinquishing any portion of a state highway to a county or a city, the State is required to give 90 days’ notice in writing of its intention to relinquish to the board of supervisors, or the city council, as the case may be
- E. The City of Porterville and the State have met regarding the relinquishment of the parcels in question and determined that the 90-day notice requirement will prolong the process of relinquishment without benefit to the City or the State.

Section 2. The City Council of the City of Porterville hereby waives its right to receive 90 days’ written notice by the State of the State’s intent to relinquish segments 1 and 2 depicted in Exhibit A.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

NOTE:
STATE'S RIGHTS ARE NOT EXTINGUISHED
UNTIL RECORDATION OF RELATED CTC
RESOLUTION.

T.22S., R.27E., M.D.M.

NOTE: ALL SEGMENTS ARE
COLLATERAL FACILITIES.

DATE	COUNTY	ROUTE	PROJECT NO.	DATE	SHEET
08	TUL	65	15-12/17-65	1	3

PROFESSIONAL LAND SURVEYOR

DATE: 10/10/65

THE STATE OF CALIFORNIA, IN AND TO THE COUNTY OF TULARE, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECORDATION OF THE RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, AS THE SAME APPEARS IN THE PUBLIC RECORDS OF SAID COUNTY.

COUNTY

TULARE

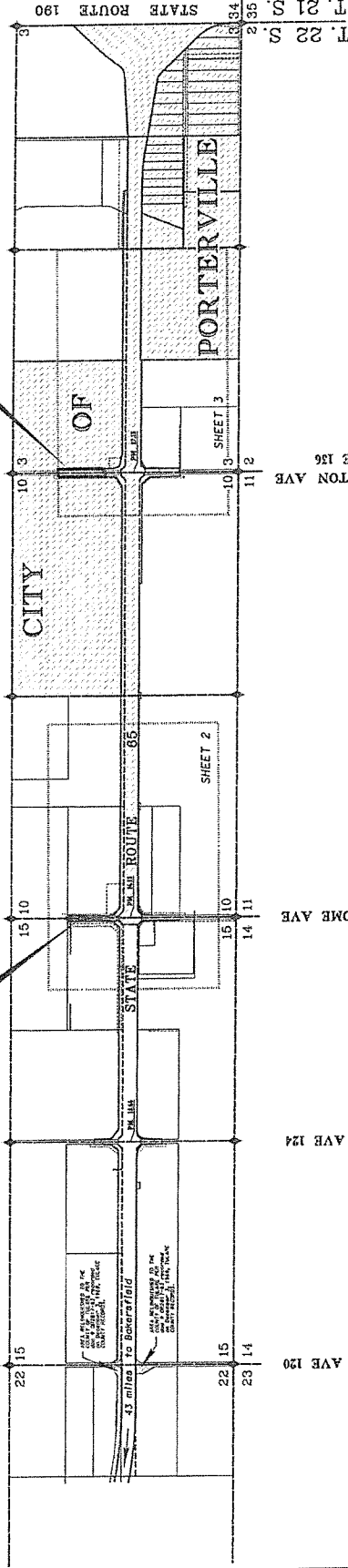
SEGMENT 1

SEGMENT 2

SECTION 15

SECTION 10

SECTION 3



COUNTY

OF

TULARE

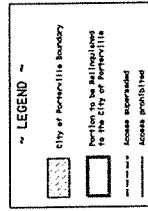


NO SCALE

RIGHT OF WAY
RELINQUISHMENT MAP

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RELINQUISHMENT NO. 87958
CONSISTING OF 2 SEGMENTS TO THE
CITY OF PORTERVILLE



Prepared by: _____

Checked by: _____

Reviewed by: _____

Approved by: _____

DATE: _____

PROJECT NO.: _____

SHEET NO.: _____

OF _____

DATE: _____

PROJECT NO.: _____

SHEET NO.: _____

OF _____

T.22S., R.27E., M.D.M.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this page.



COUNTRY

LOT LINE

19" PUE. IN FAVOR OF SOUTHERN
CALIFORNIA EDISON RECORDED
ON JULY 21, 1959 IN VOL. 2137,
AT PAGE 143 AS DOC. NO. 23341,
O.R.K.C.

SECTION 15

LOT 3
CAMPO VERDE

COLONY

20' WIDE EASEMENT
TO U.S.A. RECORD
JULY 2, 1959 IN VOL.
2133, AT PAGE 748 AS
DOC. NO. 21313, O.R.K.C.

TULARE

COUNTY

STATE

ROUTE

65

PARCEL 2

PARCEL MAP 3234
BOOK 33; PAGE 36

RECORD OF SURVEY
BOOK 13; PAGE 59

PROPERTY, 1947*

[illegible]

ME CON. SEC. 15, 22/27
FO. 2nd d/a City of Porterville DC in Well
N 1891208.576
E 6551157.012

SECTION 10

PARCEL 4 PER
PARCEL MAP No. 2412
BOOK 25, PAGE 13

- 1 INGRESS & EGRESS EASEMENT
RECORDED ON MAY 23, 1985 IN
VOL. 4306, PG. 231 AS DOC. NO.
24259, O.R.T.C.
- 2 INGRESS & EGRESS EASEMENT
AS DESCRIBED IN THE GRANT DEED
RECORDED ON MARCH 31, 1992 AS
DOC. NO. 92-022693, O.R.T.C.
- 3 PIPE IN FAVOR OF SOUTHERN CALIFORNIA
EDUCATION RECORDED JAN. 1, 1994, AS DOC.
NO. 94-009122, O.R.T.C.
- 4 25' PIPELINE EASEMENT IN FAVOR
OF U.S.A. RECORDED JUNE 30, 1959
IN BK 2133, PG. 414, AS DOC. NO.
21043, O.R.T.C.
- 5 25' PIPELINE EASEMENT IN FAVOR
OF U.S.A. RECORDED JUNE 30, 1959
IN BK 2133, PG. 414, AS DOC. NO.
21043, O.R.T.C.

TULARE

NOTE: The State's rights are not extinguished until recodation of related California Transportation Commission resolution.

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
**RIGHT OF WAY
RELINQUISHMENT MAP**
RELINQUISHMENT NO. 87958
CONSISTING OF 2 SEGMENTS TO THE
CITY OF PORTERVILLE

NOTES
Coordinates and bearings are given in UTM Zone 48 Distances stationing are grid distances. Distance by squaring to calculate ground distances. All distances are in feet unless otherwise noted.

LEGEND

 Clay of Parvelliin Boundary

 Access Forbidden

 Access Restricted

 Access Not Permitted

 Access Not Recommended

 Access Not Suggested

 Access Not Advised

 Access Not Allowed

 Access Not Permitted

 Access Not Recommended

 Access Not Suggested

 Access Not Advised

 Access Not Allowed

(1) **Investment in the United States.** The following information shall be provided for each country:

Edition 10
 of 10010

[illegible]

Estimated **Actual**

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



**NOTE: ALL SEGMENTS ARE
COLLATERAL FACILITIES.**

OF
TULARE

ROUTE 65

- ① UTILITY EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA Edison RECORDED ON JULY 1, 1934 AS DOC. 59-07251 IN VOL. 3 OF C.P. 472. 23. 1934. AT PAGE 174, O.H.I.C.
- ② PUBLIC ROAD EASEMENT IN FAVOR OF LASARE COUNTY RECORDED NOV. 1, 1934 AS DOC. 59-074625 O.H.I.C.
- ③ UTILITY EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA Edison RECORDED AS DOC. 59-07251B ON DEC. 27, 1934, O.H.I.C.

TULARE

NE COR. SEC. 10, 22/27
Fd. 2nd dist City of Porterville BC in well
N 1896490.971
E 6551200.467

STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY RELINQUISHMENT MAP RELINQUISHMENT NO. 47958 CONSISTING OF 2 SEGMENTS TO THE CITY OF PORTERVILLE	
0 50 100 200 300 FEET	
DISTRICT COUNTY ROUTE SHEET PN SHEET TOTAL SHEETS 05E TUL 055 17-15 3 3	

NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Household Water Tank Removal Project Amendment to Self-Help Enterprises On-Site Plumbing Agreement.

SOURCE: Public Works

COMMENT: The City entered into an agreement with Self-Help Enterprises in July 2019 on behalf of the Household Water Tanks Removal Project. The project included the extension of new water mains within the city limits of Porterville where household tanks were installed and implemented by Tulare County via a mutual agreement with the City during the severe drought. The City of Porterville received grant funds from the Department of Water Resources (DWR), with a not to exceed amount of \$2,812,946, which will pay for the water main extensions, home connections, well destructions, and all necessary tasks to complete the home connections for the project.

The status update of this project is that it is in its final stages of completion. West Valley Construction Company, Inc. has completed the water main extensions and related infrastructure necessary to provide water services to residents impacted by the drought experiencing private Well failure. Coordinated efforts by Self-Help Enterprises (SHE) and Community Services and Employment Training (CSET) are still in process. Before December 31, 2019, the project was able to provide service to 44 residents. Outstanding items for completion of the Household Water Tanks Removal Project is Well Destruction on approximately 29 private Wells, and 2 additional service connections with on-site private side connections to be made from the meter to the residence.

The Household Water Tank Removal Project was originally subject to a completion date of December 31, 2019. However, as a result of the remaining items, City staff requested a 6-month extension to June 30, 2020, from DWR and the request was granted. As a result of the project extension, SHE is also requesting an amendment to its agreement with the City for Grant Implementation Services to take into consideration the same timeline of June 30, 2020. Staff's recommendation is to approve SHE's request and continue to complete the project before June 30, 2020, assuring City services to those residents impacted by the drought.

RECOMMENDATION: That City Council:

1. Approve the Amendment to the Agreement for Grant

Implementation Services with Self-Help Enterprises; and

2. Authorize the City Manager to execute the time extension Amendment to the Agreement for Grant Implementation Services with Self-Help Enterprises.

ATTACHMENTS:

1. Agreement for Grant Implementation Services
2. Amendment #1

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

AGREEMENT FOR GRANT IMPLEMENTATION SERVICES

THIS AGREEMENT, effective as of July 2, 2019, by and between the City of Porterville, hereinafter referred to as CITY, and Self-Help Enterprises, hereinafter referred to as SHE.

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

Porterville (Former County Areas) Water Supply Project

WHEREAS project financing is made available by the California Department of Water Resources (Grant Agreement No. 4600012412);

WHEREAS CITY desires to obtain implementation services from SHE;

WHEREAS SHE agrees to perform implementation services required for PROJECT.

IT IS AGREED AS FOLLOWS:

1. WORK TO BE PERFORMED

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

2. COMPENSATION

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

3. TERM OF AGREEMENT

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

4. INDEPENDENT CONTRACTOR STATUS

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

5. SUBCONTRACTS AND ASSIGNMENT

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

6. INDEMNIFICATION

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

7. INSURANCE

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

General Liability

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

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

Auto Liability

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

Workers' Compensation

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

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

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

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

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

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

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

8. TERMINATION

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

9. GOVERNING LAW

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

10. WAIVERS

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

11. RECITALS AND HEADINGS

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

12. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

13. FURTHER ASSURANCES

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

14. SEVERABILITY

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

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

16. NOTICES

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

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

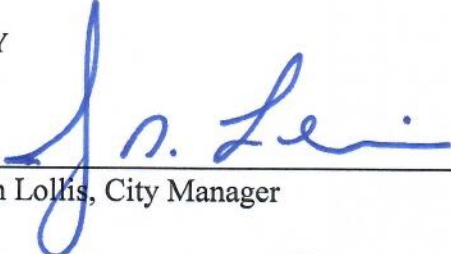
SHE:
Thomas J. Collishaw, President/CEO
Self-Help Enterprises
Post Office Box 6520
Visalia, CA 93290

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

Attest

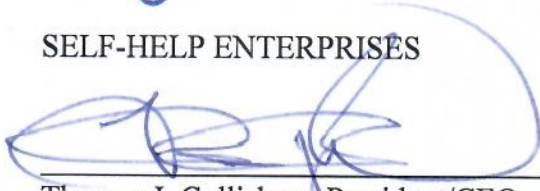
Clerk

CITY



John Lollis, City Manager

SELF-HELP ENTERPRISES



Thomas J. Collishaw, President/CEO

Attachments:

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

Attachment A – Scope of Work

Porterville (Former County Areas) Water Supply Project

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

Task 1—Market Program and Coordinate Work Activities

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

Task 2 – Private Property Connections

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

Task 3 – Well Abandonment

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

Task 4 – General Provisions

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

Attachment B



CHARGE RATE SCHEDULE 2018-2019

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

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

SELF HELP ENTERPRISES

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

ENTERED MAY 3 1 2019

CERTIFICATE REQUEST

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

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

Certificate Holder: City of Porterville

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

291 N. Main Street

Porterville, CA 93257

Project Reference/Job: Household Water Connections and Well
Destructions

INTEREST to "SHE":

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

Single Family -OR- Multi Family

Construction/Developing Ops -OR-
Consulting Services

Special Instructions:

Funding Source

N/A

N/A

☒ Name cert. holder as additional insured

☒ 30 day notice of cancellation

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

Other Additional Insureds: 2

3

Requested Method of Delivery: _____

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



IN THE BUSINESS OF YOUR SUCCESS™

Request for Workers' Compensation Certificate of Insurance or Declaration Page

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

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

ENTERED MAY 31 2019

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

Client Information:

* Denotes a Required Field

*ADP Client ID C9L

*Date Jun 10, 2019

*Name Self-Help Enterprises

*Address PO Box 6520

*City Visalia *State CA *Zip Code 93290

*Country United States

Client Contact Information:

*First Name Andrea

*Last Name Sherrill

*Phone Number +1 (559) 802-1605

*Email Address andreas@selfhelpenterprises.co

Fax Number

*Document(s) Requested Certificate of Insurance (COI)

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

Certificate Holder Information:

Coverage: Workers' Compensation / Limits: Statutory

Name City of Porterville

Attention John Lollis

Address 291 N. Main Street

Fax Number

City Portervillw State CA Zip Code 93257

Country United States

Description / Reference Household Water Connections and Well Destructions

Remarks or Other Instructions See attached specific wording for Waiver of Subrgation

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

Submit to AON

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

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

Contract / Grant Agreement Route Slip

Original submitted by: Jessi

Date: 5/30/19

File folder/label information

Agreement with: <u>City of Porterville</u>	Program(s): <u>NH-MFH-CD-Ptr Prog-Land-Other</u>
Funding Agency: <u>2/15/19</u> <u>12/31/19</u>	
Contract Start Date:	End Date: Contract No.:

Fund Name: CD Contracts - CD PORTER Budget: \$356,900

Contract Purpose: Household water connections & well
Instructions

Is this an amendment? Yes No Is this a standard SHE Contract Form? Yes No
Federal Funds? Yes No Is this a Tulare County contract? Yes No
If so, mark signature page for two signatures.

Initial: DB Date: 5-30-19 Dept. Director - Approved for signature Y N Note: _____
S 6/10/19 Specify location on H drive for shortcut to doc: CD/Projects/Porterville
LB 6/6/19 Area/Porterville Dry Properties
CV 6/12/19 Andrea Sherrill Review - Approved for signature Y N Note: Project: CD PORTER
CV 6/12/19 ☒ Insurance ☐ Covenants ☐ Reporting Requirements
Kathy Review - Approved for signature Y N Note: _____
Tom - Reviewed and Signed
Cecilia create PDF
Cecilia: Jessi mail/FedEx/e-mail/Agency will pickup/fax/
CV 6-12-19 hand deliver signed contract to Agency
Cecilia: send copy of Contract and route slip to Program: CD Attn: Alejandra
Cecilia: date to follow-up on agency signature (2 weeks after mailing)

Additional Directions/Comments: The City requested some changes
which we believe are acceptable. See attached email and
Track Changes Version
6/7 \$1M liability & \$1M Auto is OK per Mike Reed.
See additional tracked changes and 6/7 email.

PORTERVILLE WATER SYSTEM CONNECTIONS
Porterville (Former County Areas) Water Supply Project

Amendment 1 – Work Extension

TO: John D. Lollis, City of Porterville
291 N Main St.
Porterville CA, 93257

PROJECT: Porterville (Former County Areas) Water Supply Project

DATE: January 28, 2020

This amendment extends the Construction Contract dated July 2, 2019 between City of Porterville and Self-Help Enterprises (SHE). The extension is necessary to complete the well destruction phase of the Porterville (Former County Areas) Water Supply Project, and connections of 113 N Howland, 439 N Park St. Work shall be completed by June 30, 2020. No changes are made to the approved budget.

Owner: City of Porterville

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Amendment-Work Extension is hereby acknowledged

By: Self-Help Enterprises

This the _____ day of _____, 2020.

By: _____

Title: _____



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Airport Lease Renewal and Consent to Sublet - Lot 6

SOURCE: Finance

COMMENT: Tule River Aero Industries, Inc. is the current leaseholder of Lot 6 at the Porterville Municipal Airport. The lease expires on February 28, 2020; however, the lease terms allow for an option to extend the lease for a period of ten (10) years. We have received a request from Mr. Dennis Ickes, CEO of Tule River Aero Industries, Inc., dated February 13, 2020, to renew the lease for an additional ten (10) years, expiring February 28, 2030.

Additionally, Tule River Aero Industries, Inc. is requesting the City's consent to continue to sublet their hangar on Lot 6 to Greenpower Motor Company, Inc., through July 31, 2022 for the temporary storage of their products and the use of the office space for their business operations. City Council initially consented to sublet the hangar in March of 2017 for a period of one (1) year and again in October of 2018 for hangar and charter services, for the temporary storage of buses and for office space. At this time, Greenpower Motor Company, Inc. no longer uses the hangar for charter services or to store an aircraft or any aviation use.

As an airport operator that have accepted federal grants, the City must comply with the Federal Aviation Administration (FAA) policies including the requirement that airport property be available for aeronautical use. When an airport has unused hangars and low aviation demand, a sponsor can request FAA approval for interim non-aeronautical use of hangars, until demand exists for those hangars for an aeronautical purpose. Currently, there is low aviation demand for hangars at the Porterville Municipal Airport and staff is seeking FAA approval for an interim use of the hangar on Lot 6 for non-aeronautical purpose.

RECOMMENDATION: That the City Council:

1. Approve a ten-year extension of the Lease Agreement between the City of Porterville and Tule River Aero Industries, Inc., of Porterville, CA, for Lot 6 at the Porterville Municipal Airport; and
2. Authorize the Lessee, Tule River Aero Industries, Inc. to sublet airport hangar on Lot 6 at the Porterville Municipal

Airport to Greenpower Motor Company, Inc. through July 31, 2022; and

3. Authorize the Mayor to sign the Lessor's Consent to Sublet Airport Hangar Lot No. 6 on behalf of the City.

ATTACHMENTS:

1. Locator Map
2. Letter of Request
3. Paragraph 2 of original Lease Agreement
4. City Consent to Sublet

Appropriated/Funded:

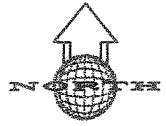
Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



The Gas Company

THUNDERBOLT DR.

CORSAIR WY.

HOPE ROAD

SUBJECT
LOCATION

FUTURE
PUBLIC
PARKING

FBO TAXIWAY

WILDCAT ROAD

STREET

NEWCOMB

TAXIWAY

FBO TAXIWAY

U. S. F. S.
18

February 13, 2020

Tule River Aero Industries
2780 Yowlumne Ave.
Porterville, CA 93257

City of Porterville
Attn: Maria Bemis
Finance Director
291 N. Main Street
Porterville, CA 93257

Mrs. Bemis,

I am requesting a ten (10) year extension of our current lease agreement as is with the City of Porterville for the Hangar located at 2011 Wildcat Way, Porterville, CA 93257.

I am also requesting that the City of Porterville provide Tule River Aero Industries a letter of consent to sublet the Hangar. This hangar will be sublet for a term of three (3) years to GreenPower Bus Company to temporarily store products, as well as for them to utilize the office space for their business operations. Term being August 01, 2019 to July 31, 2022.

Please contact me if you require clarification or have any questions regarding this information.

Regards,



Dennis Ickes
CEO
Tule River Economic Development Corporation
559-781-4271 x2015
dennis@tuleriver.com

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California on March 21, 2000 by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Tule River Aero Industries, Inc., a corporation chartered by the Tule River Tribe, a federally recognized Indian tribe, represented by the Tule River Tribal Council 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 to conduct a fixed base operation; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: Demised Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 6 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 March 1, 2000, both parties having executed the same, and shall terminate on February 28, 2020. Provided Lessee is not in default with respect to any of the conditions or covenants of this lease, Lessee shall have an option to request an extension of the terms hereof for an additional period of ten (10) years, by giving written notice thereof to Lessor not less than 120 days prior to expiration of this agreement. Lessor is not obligated to grant any extension but said option shall not be unreasonably withheld.

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 6
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 6, hereby consents to the request dated February 13, 2020, made by the Lessee, Tule River Aero Industries, Inc., to sublet said airport hangar lot to GreenPower Motor Company, Inc., through July 31, 2022, for the temporary storage of their products and the use of the office space for their business operations. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 18th day of February, 2020.

CITY OF PORTERVILLE
"LESSOR"

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

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Authorization of Overnight Camping at OHV Park for 2020 Racing Series Events

SOURCE: Parks and Leisure Services

COMMENT: 2X Promotions has held various racing series events at the OHV Park since 2014 by entering into agreements with the City for the particular race dates. Competitors from all over the state attend these races. It is customary for the host racing site to provide overnight camping for those wishing to do so. The City's Municipal Code does not permit overnight camping on City facilities, thus the request for authorization by the City Council to permit such camping by the competitors during race weekends only.

Various race dates are being planned by 2X Promotions throughout 2020 with the first scheduled for April 4-5. The City is currently in a one-year agreement with 2X Promotions for management services of the OHV Park. 2X Promotions provides the insurance for the individual events naming the City of Porterville as an additional insured. All of the necessary equipment and personnel to conduct the events will be provided by 2X Promotions. The Parks and Leisure Services Commission and staff recommend overnight camping be permitted for race weekends only.

RECOMMENDATION: That the City Council authorize overnight camping at the OHV Park for 2020 racing series events sponsored by 2X Promotions.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Authorization of Street Closure for Music on Main

SOURCE: Parks and Leisure Services

COMMENT: The Music on Main free concert series presented by the Porterville Chamber of Commerce and co-sponsored by the City of Porterville, will be held at Centennial Park Friday evenings April-June and September-October. In addition to the concert, the first Friday of each month will also include various booths and activities to enhance the event. Some of these additional booths and activities are proposed to take place on Cleveland Avenue adjacent to the park between Main Street and the alley just east of the park.

RECOMMENDATION: That the City Council authorize the temporary street closure of Cleveland Avenue between Main Street and the alley just east of Centennial Park from 4:00 PM to 9:00 PM on April 3, May 1, June 5, September 4 and October 2, 2020 for Music and Market on Main.

ATTACHMENTS: 1. Music on Main Closure

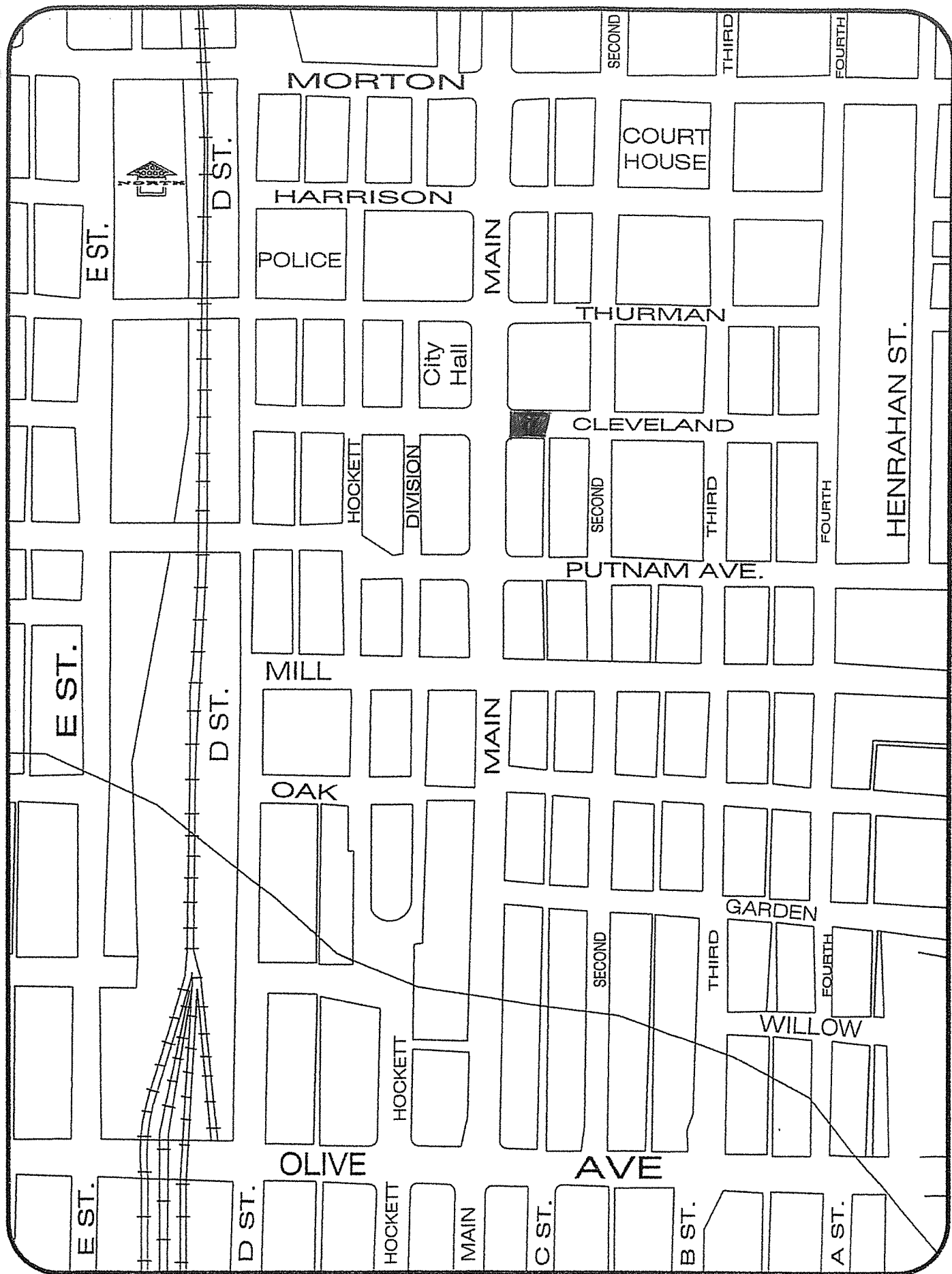
Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager





CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Authorization of Out of State Travel

SOURCE: Public Works

COMMENT: The American Water Works Association (AWWA) is an international, nonprofit, scientific and educational society dedicated to providing total water solutions assuring the effective management of water. AWWA will be hosting a Sustainable Water Management Conference in Minneapolis, Minnesota on March 29-April 1, 2020. The 2020 Sustainable Water Management Conference will bring together water professionals from across the nation to discuss all aspects of resilient and efficient water management.

At its meeting on January 21, 2020, the City Council was presented the City's Draft Recycled Water Feasibility Study (RWFS) prepared by Carollo Engineers for the Council's consideration and comments. 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 Carollo continue forward with the Integrated Master Plan Update.

During the development of the City's RWFS, Carollo Engineering submitted an abstract for the 2020 Sustainable Water Management Conference, based on the City's RWFS, presenting solutions for balancing the benefits of conservation with the costs, managing water resources, sustainable utility planning, water and energy efficiency, stormwater and reuse.

Staff has been advised that the abstract based on the City's RWFS has been selected for presentation during the 2020 Sustainable Water Management Conference. Carollo Engineering has requested the attendance of a staff member to assist in the presentation, should Council approve authorization for out of state travel. The cost to attend the conference is estimated to be \$2,600, and funding is available in the Water Operating Budget.

RECOMMENDATION: That the City Council approve travel to Minneapolis, Minnesota,

for the purpose of attending the 2020 Sustainable Water Management Conference.

ATTACHMENTS: 1. AWWA Sustainable Managment 2020 One Water for Porterville

Appropriated/Funded: MB

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

City of Porterville's One Water Vision - A Forward Thinking Plan For a Small City

Abstract AWWA 2020 Sustainable Water Conference

Elisa Garvey, Penny Carlo, Ryan Orgill, Javier Sanchez, and Michael Knight

Regulatory, financial, and governance structures have historically dictated the management of water, wastewater, and stormwater as separate components of the hydrologic system. The divisions between different water types have adversely impacted water supply management regarding water supply diversity, reliability, and efficiency. The One Water approach is a significant shift in water management: all water is considered a valuable resource and an integrated approach is employed to manage all water resources. Shifting to a One Water approach requires institutional changes, a shift in mindset, and trust that the effort will lead to long term benefits. For small water agencies, the shift to a One Water approach may be very challenging because of limited financial resources, and resistance of a few individuals may sway the agency to maintain the status quo.

For the City of Porterville (City) (population ~60,000), CA, the shift toward One Water management was aligned with their acknowledgement of outdated water, wastewater, and stormwater utility plans; recent drought conditions and mandatory water conservation; regulatory drivers for wastewater treatment upgrades, and possible future restrictions on groundwater pumping. A One Water approach was readily accepted by the City. Their forward thinking managers were willing to trust the process and accept the implementation challenges.

The City is 100% reliant on groundwater and projects a 5,000 to 10,000 AFY supply deficit by 2040. The City identified potential sources of new water supply, including available surface water rights for groundwater recharge and/or as supply to a water treatment plant, and recycled water for direct water supply or for exchange for surface water. Eight water supply portfolios were developed and screened to two, based on scoring against eleven weighted criteria. The two portfolios reflect the City's vision to put their existing wastewater effluent to a higher beneficial use and their willingness to work with agricultural agencies to negotiate a trade between recycled water and surface water. Common components of the portfolios include:

- capture of hydrologically dependent surface/stormwater and recharge to the groundwater basin
- upgrade of the wastewater treatment plant to produce recycled water for agricultural irrigation in exchange for surface water

The use of surface water obtained through exchange for recycled water is considered as new supply to a water treatment plant and also for expanded surface water recharge.

The two portfolios are currently being refined. The City is moving ahead to pursue purchase of surface water and storm flow supplies, negotiate with agricultural districts for an exchange of recycled water for surface water, and plan wastewater treatment and infrastructure improvements. This presentation will provide an overview of the City's holistic vision and plans for an integrated water supply solution, its challenges, and anticipated long term benefits.



CITY COUNCIL AGENDA – MARCH 3, 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 February 4, 2020, 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 and abandonment of private wells. 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

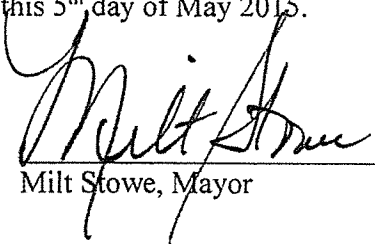
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

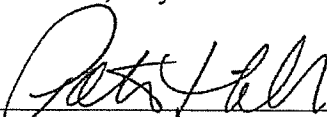
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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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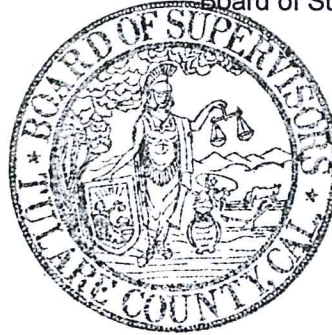
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

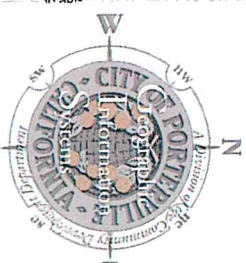
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

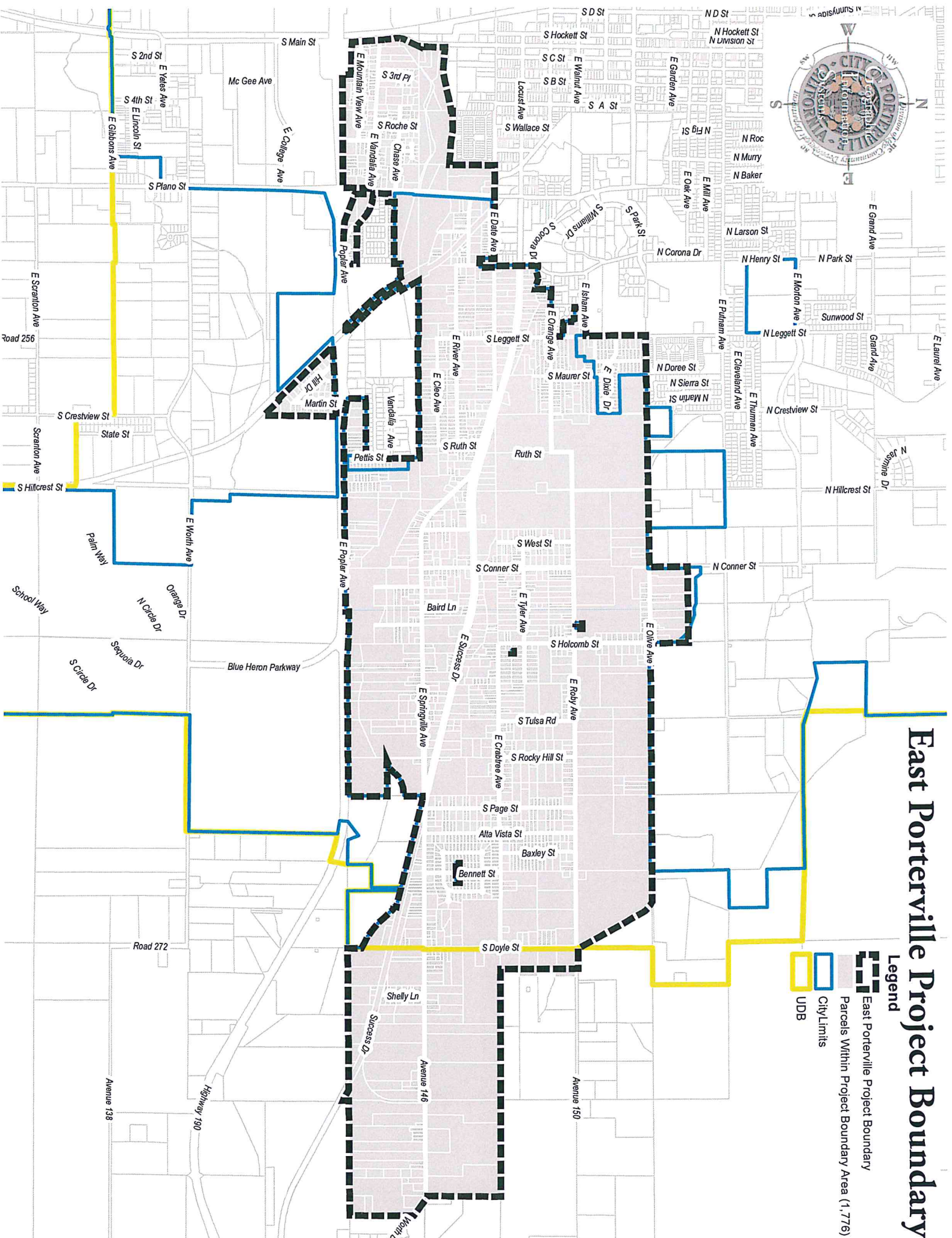


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

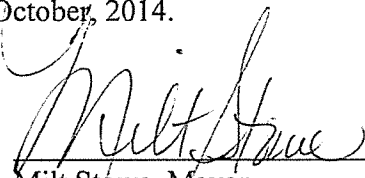
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

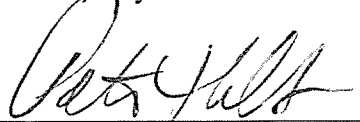
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

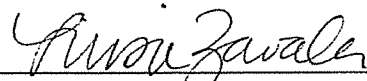
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

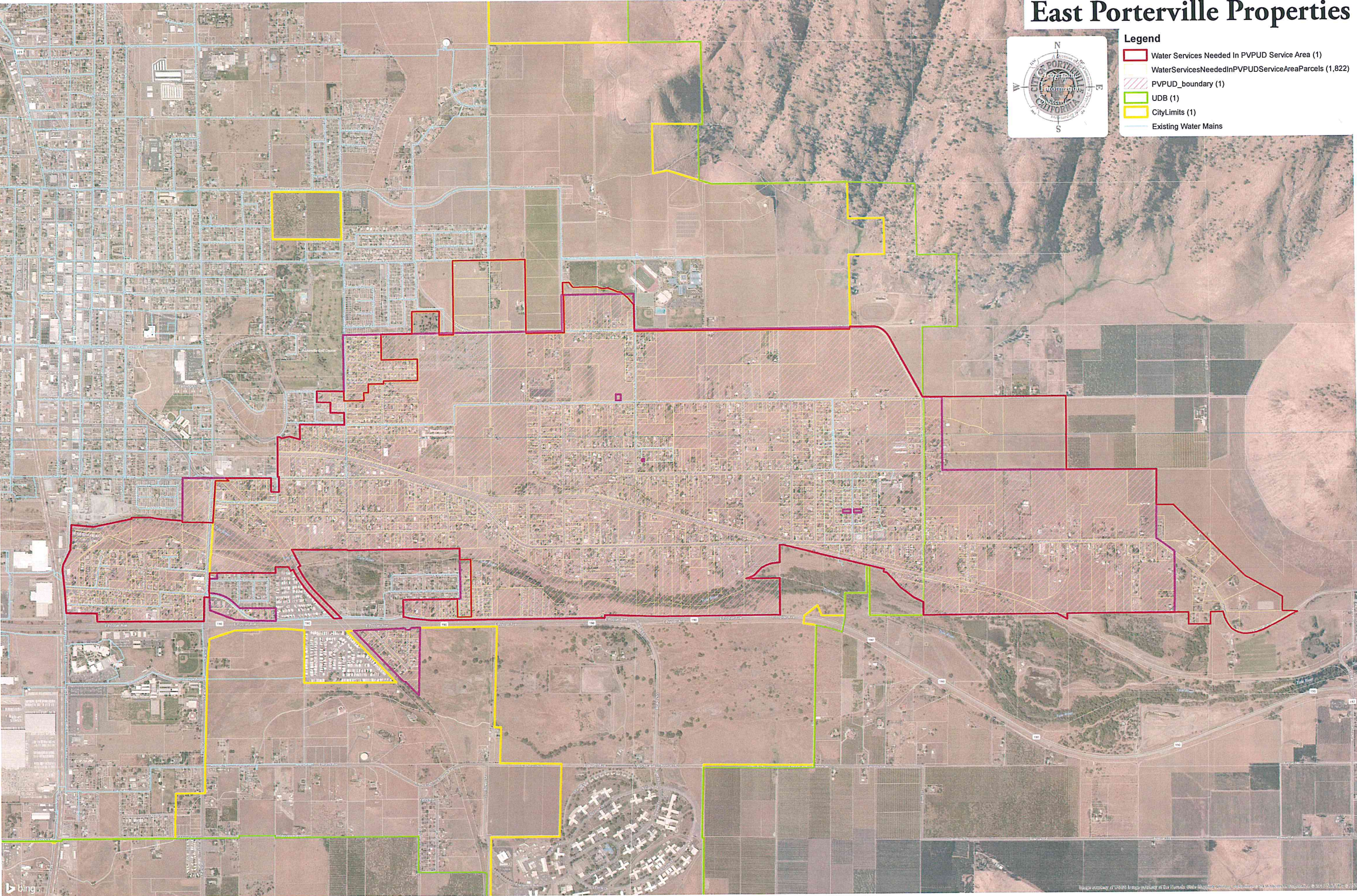
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk

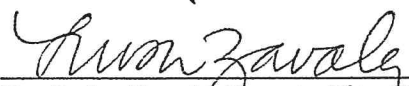

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

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 – MARCH 3, 2020

SUBJECT: Consideration of a Modification to the Aria Tentative Subdivision Map

SOURCE: Community Development

COMMENT: At its regularly scheduled meeting of October 15, 2019, the City Council conducted a Public Hearing and adopted Resolutions 82-2019 and 83-2019 approving a Mitigated Negative Declaration and a tentative subdivision map, respectively. The approvals were for the development of the Aria Development Project, consisting of 24 single family residential parcels for the 6.5± acre parcels, located on the north side of Henderson Avenue, east of Mathew Street (APNs 245-060-025 and 031).

The Applicant was subsequently able to acquire the parcel immediately north of the project, Assessor Parcel Number 245-050-029, a 1.02± acre parcel. With this acquisition, the applicant has proposed a revision to the approved tentative subdivision map that would allow for two (2) additional lots with access via a cul-de-sac. The proposed revision provides logical infill development.

The originally approved site plan and the revised map are included in this staff report as Attachment 2. The project would be developed in a single 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 and has a corresponding zoning designation of RS-2 (Low Density Residential). This zone allows attached or detached single-family homes with a maximum residential density of 7.5 units per net acre. The proposal to revise the approved map to develop an additional two (2) lots for a total of 26 parcels is consistent with the General Plan's Low Density Residential land use designation and RS-2 zoning classification for the site.

The incorporation of APN 245-050-029 does not contain changes and/or additional details that warrant a subsequent initial study. No further environmental review was necessary.

RECOMMENDATION: That the City Council repeal and replace Resolution 83-2019 with the draft Resolution that would approve the revision to the Aria Tentative Subdivision Map (PRC 2017-055-S).

ATTACHMENTS: 1. Project Locator Map

2. Approved and Revised Aria Map
3. Resolution 82-2019
4. Resolution 83-2019
5. Draft Resolution

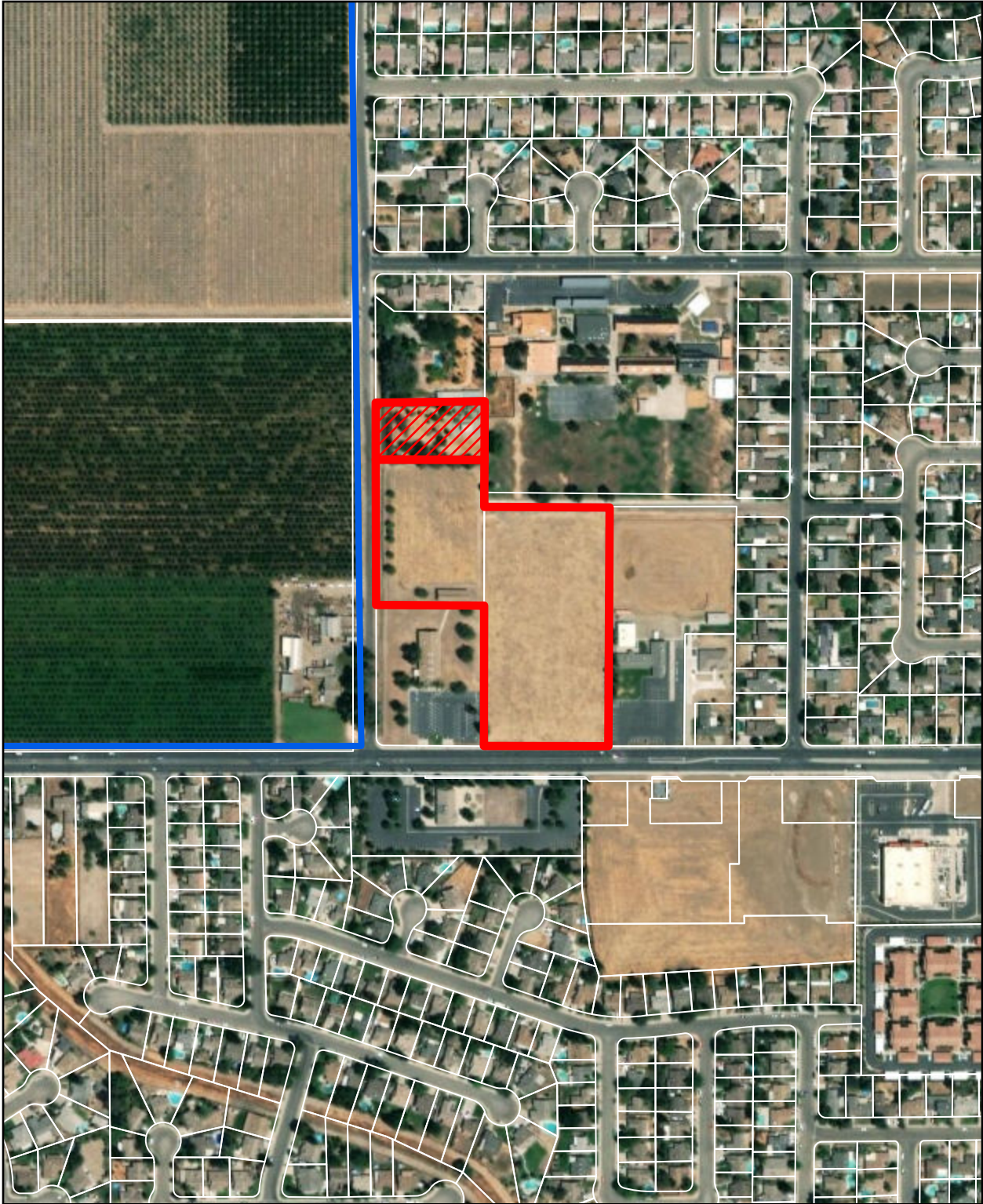
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Locator Map
PRC 2017-055



Aria TSM
@ Henderson Ave
and Mathew St

-  Project Location
-  Additional Parcel
-  City Limits

1 in = 400 feet



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RESOLUTION NO. 82-2019

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 ARIA DEVELOPMENT PROJECT (PRC 2017-055)

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of October 15, 2019, conducted a public meeting to consider approval of a Mitigated Negative Declaration which evaluates the environmental impacts of a Tentative Subdivision Map, for the 6.5± acres located on the north side of Henderson Avenue, east of Mathew Street (APNs 245-060-025 and 031); and

WHEREAS: Tentative Subdivision Map (PRC 2017-055-S) proposes 26 single family residential parcels with lots ranging from 7,200 to 12,000 square feet parcels; and

WHEREAS: On September 11, 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 Aria Development Project 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 September 11, 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 September 13, 2019 through October 14, 2019. No comments were received.

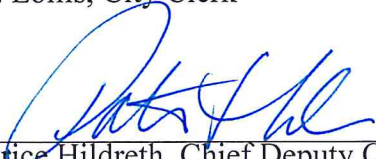
5. That review of the environmental circumstances regarding this project indicates that no adverse impacts would occur to biological resources, cultural resources, greenhouse gas and noise when the mitigation measures are implemented and standards of the Development Ordinance and General Plan are applied. 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 Aria Development Project 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 15th day of October, 2019.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 
Pattice 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 a meeting of the Porterville City Council duly called and held on the 15th day of October, 2019.

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

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

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, 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 Aria TSM Residential 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>San Joaquin Kit Fox</u> BIO-1: <i>Pre-construction Surveys.</i> Pre-construction surveys shall be conducted no less than 14 days and no more than 30 days prior to the beginning of ground disturbance, construction activities, and/or any Project activity likely to impact the San Joaquin kit fox. These surveys will be conducted in accordance with the USFWS 2011 <i>Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance</i> (see Appendix G). The primary objective is to identify kit fox habitat features (e.g. potential dens and refugia) within the BSA and evaluate their use by kit foxes through use of remote monitoring techniques such as motion-triggered cameras and tracking medium. If an active kit fox den is detected within or immediately adjacent to the area of work, the USFWS and CDFW shall be contacted immediately. BIO-2: <i>Avoidance.</i> Should an active kit fox den be detected within or immediately adjacent to the area of work, a disturbance-free buffer will be established around the den in consultation with the USFWS and CDFW, to	Project Applicant	Prior to and during construction	Project Applicant / City of Porterville	

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
be maintained until a qualified biologist has determined that the den is no longer occupied. Known kit fox dens may not be destroyed until they have been vacant for a period of at least three days, as demonstrated by use of motion-triggered cameras or tracking medium, and then only after obtaining take authorization from the USFWS. BIO-3: <i>Minimization.</i> Construction activities shall be carried out in a manner that minimizes disturbance to kit foxes. Minimization measures include, but are not limited to: restriction of Project-related vehicle traffic to established roads, construction areas, and other designated areas; inspection and covering of structures (e.g., pipes), as well as installation of escape structures, to prevent the inadvertent entrapment of kit foxes; restriction of rodenticide and herbicide use; and proper disposal of food items and trash. BIO-4: <i>Employee Education Program.</i> Prior to the start of construction, the City will retain a qualified biologist to conduct a tailgate meeting that will include a hand out with all of the training information included in it or				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
conduct a Power Point presentation prepared by a qualified biologist to train all construction staff that will be involved with the Project on the San Joaquin kit fox. This training will include a description of the kit fox and its habitat needs; a report of the occurrence of kit fox in the Project area; an explanation of the status of the species and its protection under the Endangered Species Act; and a list of the measures being taken to reduce impacts to the species during Project construction and implementation. The Project manager will use prepared training material to train any additional construction staff that were not in attendance at the first meeting, prior to starting work on the Project. BIO-5: <i>Mortality Reporting.</i> In case of the accidental death or injury of a San Joaquin kit fox during Project-related activities, the City will contact Caltrans and Caltrans will notify The Sacramento Field Office of the USFWS. The City will notify the CDFW, directly. All notifications will be submitted in writing within three working days of incident. Notification must include the date, time, location of the incident or of the finding of a				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
dead or injured animal, and any other pertinent information.				
<u>Nesting Birds / Raptors</u>				
BIO-6: <i>Avoidance.</i> If feasible, Project construction will occur outside of the avian nesting season, typically defined as February 1 st through August 31 st . If construction takes place entirely outside of the nesting season, impacts to nesting tricolored blackbirds will be absent and no other action is necessary.				
BIO-7: <i>Pre-construction Surveys.</i> If Project construction must occur during the nesting season, a pre-construction survey shall be conducted by a qualified biologist for nesting tricolored blackbirds within 15 days of the onset of construction. All suitable habitats of the BSA will be covered during this survey.				
BIO-8: <i>Establish Buffers.</i> If active nests are identified within or near construction zones, an appropriate construction-free buffer will be established around the nests (as determined by a qualified biologist) and maintained until the nesting season is over, or until the				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
biologist determines the nests are no longer active. BIO-9: <i>Avoidance.</i> In order to avoid impacts to nesting birds, Project construction will take place between September 1 and January 31, outside of the typical avian nesting season. BIO-10: <i>Pre-construction Surveys.</i> If Project construction must occur between February 1 and August 31, a qualified biologist will conduct pre-construction surveys for active bird nests within 15 days of the onset of these activities. BIO-11: <i>Establish Buffers.</i> Should any active nests be discovered in or near proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the young have fledged.				
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	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)
of buried cultural resources, including historic, archeological and paleontological resources; ■ The general contractor and its supervisory staff shall be responsible for monitoring the 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 of Porterville shall implement said measures.				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
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 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	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)
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 walls, 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.				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
- 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 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 construction contract shall require the construction contractor to ensure that construction equipment noise is minimized by muffling and shielding intakes and exhaust on construction	Project Applicant	During construction	Project Applicant	

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
equipment (in accordance with the manufacturer's specifications) and by shrouding or shielding impact tools.				

RESOLUTION NO. 83-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL FOR THE ARIA TENTATIVE SUBDIVISION MAP FOR THAT 6.5± ACRE VACANT SITE GENERALLY LOCATED ON THE NORTH SIDE OF HENDERSON AVENUE, EAST OF MATHEW STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of October 15, 2019, 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 Aria Development Project (“Exhibit A”), consisting of 26 single family residential parcels with lots ranging from 7,200 to 12,000 square feet, for the 6.5± acre parcels, located on the north side of Henderson Avenue, east of Mathew Street (APNs 245-060-025 and 031); and

WHEREAS: The City Council, at its regular scheduled meeting of October 15, 2019, conducted a public hearing to consider the proposed Tentative Subdivision Map (PRC 2017-055-S), draft resolution and findings for 26 single family residential parcels contingent upon approval of the Mitigated Negative Declaration; 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 flat and has medium to coarse textured soils with a high water infiltration rate.
3. That the 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 in 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 provides pedestrian connectivity to the neighborhood and schools to the north.
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 Aria Tentative Subdivision Map (PRC 2017-055-S) subject to the following conditions:

1. The developer/applicant shall comply with Section 201.04 residential single-family development standards related to garage frontage and location and architectural articulation. Note that Lots 1, 9, 10, 18, 19 and 26 are corner lots and require a street side setback of 10 feet and have additional requirements for two-story dwellings. Lot 9 will be a reverse corner lot and shall have a minimum street side yard width of 12 feet.
2. Valley Oak Community Church was annexed into City limits in November 1999 and Henderson Ave. Baptist Church was annexed into City limits in 1989. The church structures were established in 1974 and 1975, respectively and did not receive entitlements from Tulare County. Section 300.10(e) requires that Common Property Lines provide six foot high wall be provided on the interior lot lines where any non-residential use abuts a residential district or residential use where there is no alley. Such screening wall shall be provided at the time of new construction or expansion of buildings or changes from one use classification to another non-residential use classification. Please note code section (4) addresses timing: If the residential use develops prior to the non-residential use, a six (6) foot high wood fence may be constructed. If the non-residential use or residential use develops adjacent to existing development the wall shall be constructed with the new development. It further goes on to state that those uses subject to a Conditional Use Permit may be evaluated to determine applicability of the wall requirement.
3. Pursuant to Section 300.10 (g) of the PDO, the Zoning Administrator shall require a block wall based on the site design of the parking and/or service area and/or where other noise, light, and glare are oriented toward a residential use. In this context, a wall would be required along the property lines adjacent to Henderson Avenue and Mathew Street. A 10-foot landscape buffer shall be provided along the block wall on Henderson Avenue and a 5-foot buffer along Mathew Street. The wall design shall be approved as part of the project by the City Engineer to ensure that adequate line of sight distance is provided.

4. 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.
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, if any; (3) Common Public Landscaping along Henderson Avenue; (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 City 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 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 Mathew Street. The developer/applicant shall dedicate and completely improve the proposed internal subdivision streets.
14. The developer/applicant shall provide and show all required utility easements on the Final Map.
15. 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.
16. The developer/applicant shall cause all unnecessary easements to be vacated prior to or in conjunction with the Final Map processing.
17. 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.
18. 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.
19. 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.
20. 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.
21. Prior to recording the final map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).
22. 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.
23. 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.).
24. 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.

25. The developer/applicant shall connect to abutting streets by constructing 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.
26. 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.
27. 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. Lot corners are marked;
 - f. Fire hydrants are accepted by the Fire Department and the Engineering Division.
28. 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.
29. The developer/applicant shall direct all storm water to a temporary drainage basin on the development's property or extend piping to connect to a storm drainage system. No additional runoff is allowed to discharge into the Porter Slough. A minimum amount of runoff must be contained onsite on each lot per the State's MS4 post-construction requirements.
30. 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.

31. The developer/applicant shall construct streets conforming to Section 407.03 of the adopted Development Ordinance. Street cross section standards are summarized below:

Mathew Street: Circulation Element designation is a collector street with parkway strips between the curb and the sidewalk. The right of way width is 60 feet and the curb-to-curb width is 40 feet. Additional width may be required for landscaping along the required block wall. The Mathew Street alignment shall be coordinated with the City prior to final design. The street width shall be wide enough to accommodate a parking lane and two vehicular travel lanes.

Bel Aire Avenue: Circulation Element designation is a local street. The street was improved under the prior code in effect at the time. Construction of these improvements shall tie into the existing improvements along the south side of Oak Grove Elementary School as best as possible. Pavement cuts may be needed to transition the development's design into the existing pavement.

Internal Street: This street is designated as a local street with parkway strips between the curb and sidewalk. The right of way width is 56 feet and the curb-to-curb width is 36 feet. A 10-foot wide public utility easement shall be provided outside of the public right of way on each side of the street.

32. 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.
33. 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.

34. The developer/applicant shall construct two City standard barricades at the end of all dead end streets.
35. 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.
36. 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. A six inch (6") sewer line lateral exists along Henderson Avenue, 162' east of the west property line.
37. 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.
38. Prior to acceptance of improvements, the developer/applicant shall provide 39W LED 3000K streetlights on Marbelite poles along Mathew Street as necessary to meet appropriate spacing and 31W LED 3000K streetlights on Marbelite poles along Bel Aire Avenue and within the subdivision, all in compliance with Southern California Edison Company specifications as required by the City Engineer. Spacing between streetlights shall not exceed 160 feet and shall be staggered.
39. The Porter Slough Ditch traverses through the proposed development and the developer/applicant shall coordinate with Porterville Irrigation Company (PID) and the City of Porterville in piping the ditch. PID shall specify appropriate size and piping material, which shall be in accordance with current City Standards and policies. Porter Slough Ditch piping shall be a component of the subdivision improvement plans and the scheduling of this work shall be approved by PID.
40. 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. The master plan requires the installation of a twelve inch water main in Mathew Street.
 - 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.

41. A six-inch (6") water line extension exists along Henderson Avenue, 80 feet east of the west property line. An eight-inch (8") water line exists at the corner of Bel Aire Avenue and Belmont Street. The development's water system must be looped with two different connection points.
42. 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.
43. 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.
44. 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.
45. The developer/applicant is hereby notified that the property is subject to development fees. The fee is associated with the reconstruction of Henderson Avenue by the City.
46. When fees are paid, a more thorough study will be made. At that time, additional conditions may be found to be necessary or some of the above conditions may be found to be unnecessary.
47. 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.
48. Plan submittals shall comply with all current applicable Codes.
49. The developer/applicant shall provide soil compaction test(s) as required by the applicable building code sections.

50. 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.
51. Compliance forms and worksheets are required to be included on all plan submittals as per California Green Code.
52. 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.
53. No deferred items. Plans submitted with deferred items will automatically be rejected and are not guaranteed a complete plan review prior to said rejection.
54. 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.
55. 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 15th day of October, 2019.



Martha A. Flores, Mayor

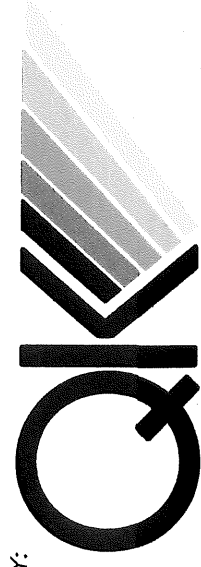
ATTEST:
John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

TENTATIVE SUBDIVISION MAP
ARIA

BEING A SUBDIVISION WITHIN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21,
T2S, R27E, M.D.B. & M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

FOR:
ENNIS BUILDERS, INC.
263 N. 3RD. STREET, SUITE #200
PORTERVILLE, CALIFORNIA 93257
(559) 788-1000



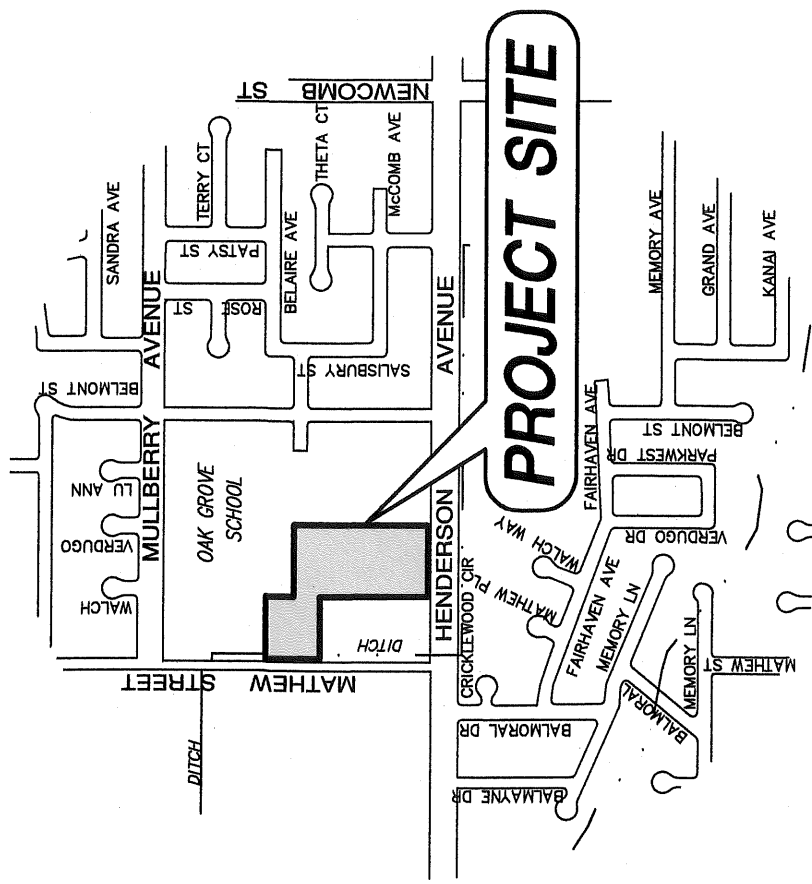
150 WEST MORTON AVENUE
PORTERVILLE, CA 93257
TEL: (559) 781-2700
WWW.ENB.COM

NOTES:

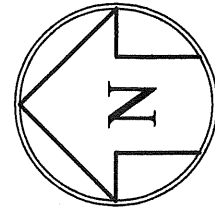
1. DATE OF PREPARATION: MARCH 19, 2019.
2. ZONE: RS-2, GENERAL PLAN: LOW DENSITY RESIDENTIAL.
3. ALL DISTANCES SHOWN ARE IN FEET & DECIMALS THEREOF AND ARE APPROXIMATE.
4. GROSS PARCEL AREA= 6.82 ACRES.
5. GROSS DENSITY = 3.5 UNIT/ACRES. NET PARCEL AREA = 5.47 ACRES.
6. APN: 245-060-031 AND 245-060-025.
7. EXISTING LAND USE: VACANT / RURAL RESIDENTIAL.
8. PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL.
9. IMPROVEMENTS TO CONFORM TO APPLICABLE ORDINANCES & STATUTES.
10. NOT SUBJECT TO INUNDATION OR OVERFLOW, UNLESS OTHERWISE NOTED.
11. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORDS, FIELD SURVEYS, FIRE DEPARTMENTS, AND STREET PERMITS TO BE INSTALLED PER CITY OF PORTERVILLE STANDARD SPECIFICATIONS.
12. NATURAL GAS BY: SOUTHERN CALIFORNIA GAS CO.
13. TELEPHONE BY: A.T. & T.
14. POWER BY: SOUTHERN CALIFORNIA EDISON CO.
15. DOMESTIC WATER BY: CITY OF PORTERVILLE.
16. SEWAGE DISPOSAL BY: CITY OF PORTERVILLE.
17. REFUSE COLLECTION BY: CITY OF PORTERVILLE.
18. CABLE T.V. BY: CHARTER COMMUNICATIONS.
19. DRAINAGE: SURFACE FLOW AND EXTENSION OF EXISTING STORM DRAIN SYSTEM.
20. WATER QUANTITY: AS PER CITY STANDARDS.

LEGEND:

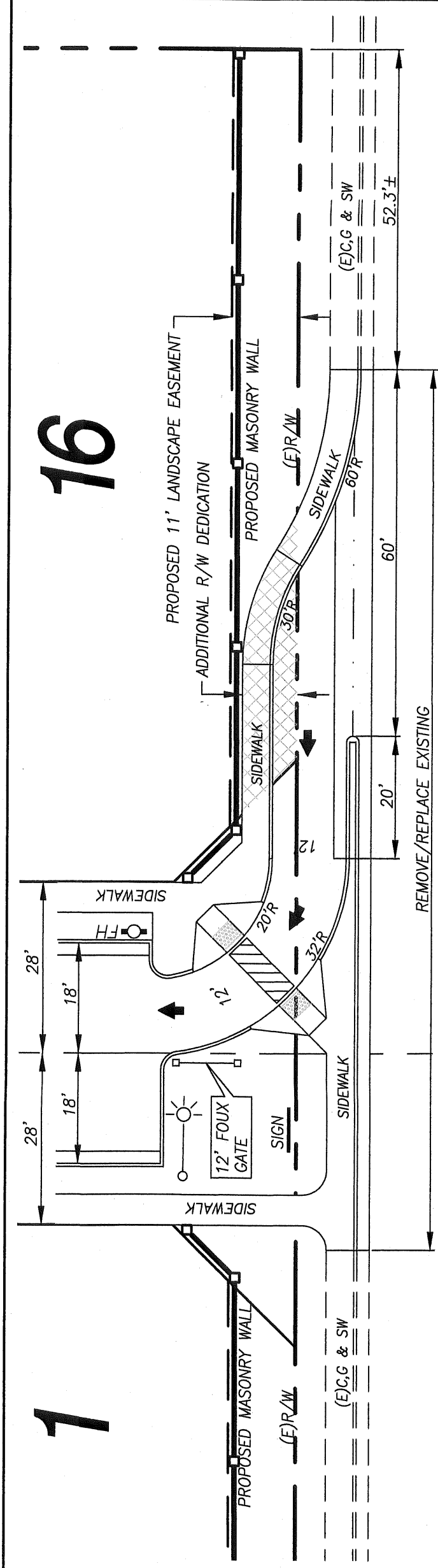
- SUBDIVISION BOUNDARY
- PROPOSED FIRE HYDRANT
- EXISTING (H)
- PROPOSED (P)
- WATER
- SEWER
- STORM
- STORM MANHOLE
- CATCH BASIN
- CROSS GUTTER
- SURFACE FLOW
- POWER POLE
- TELEPHONE POLE
- EXISTING CONTOUR
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT



LOCATION MAP
NO SCALE



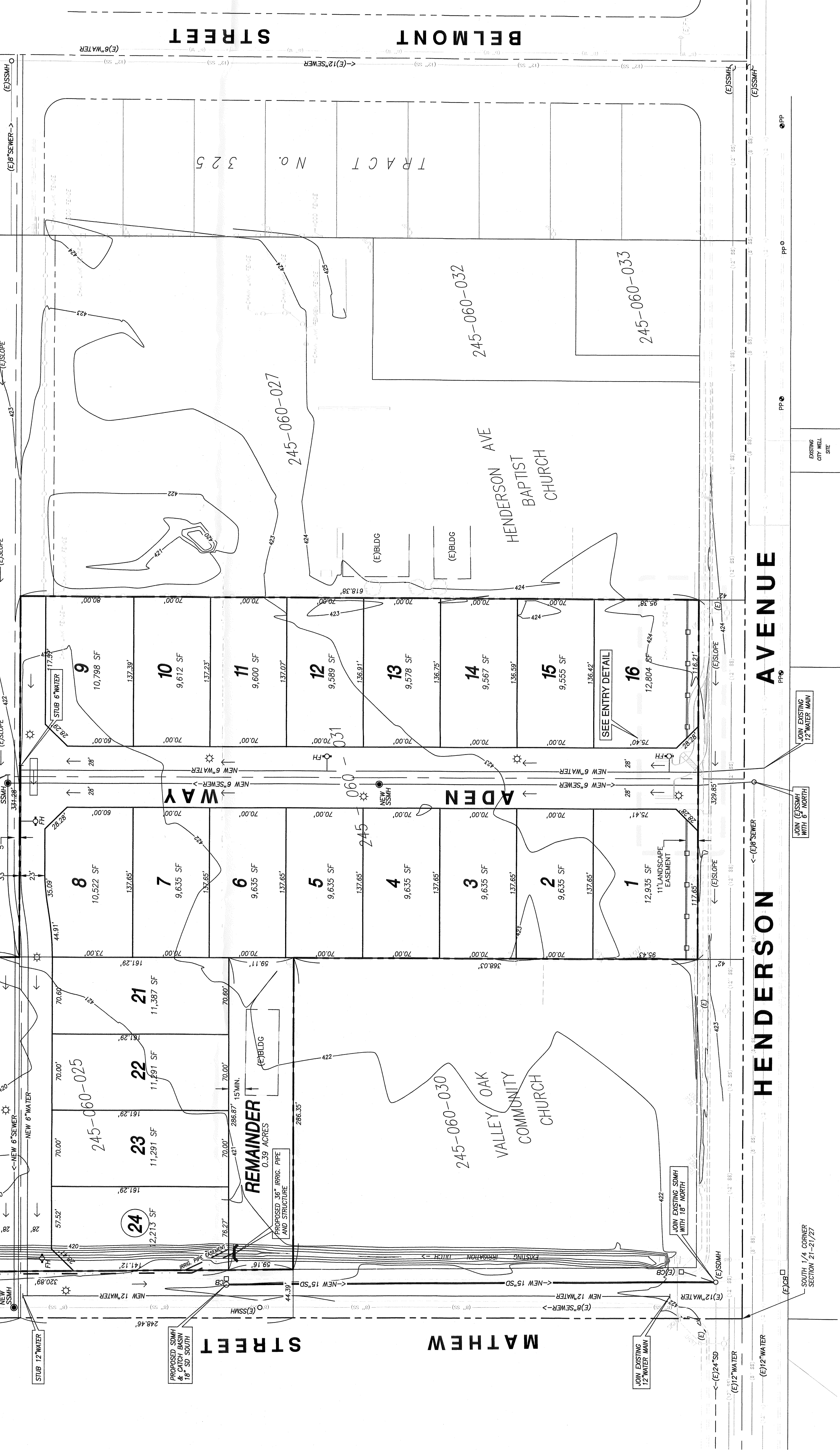
50'
0'
50'
SCALE: 1"= 50'
CONTOUR INTERVAL= 1'



HENDERSON AVE. ENTRY DETAIL

OAK GROVE
SCHOOL
ELEMENTARY
245-050-020

BEL AIRE AVENUE



SOUTH 1/4 CORNER
SECTION 21-21/27

JOIN (E)SSMH
WITH 8" NORTH

JOIN (E)SSMH
WITH 6" NORTH

EXISTING
CITY WELL
SITE

PP-P

PP-P

PP-P

PP-P

PP-P

PP-P

PP-P

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 15th day of October, 2019.

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

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

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REPEALING AND REPLACING RESOLUTION 83-2019 FOR A REVISION TO THE ARIA TENTATIVE SUBDIVISION MAP FOR THAT 7.85± ACRE VACANT SITE GENERALLY LOCATED ON THE NORTH SIDE OF HENDERSON AVENUE, EAST OF MATHEW STREET

WHEREAS: On October 15, 2019, the City Council of the City of Porterville at its regularly scheduled meeting conducted a public hearing and adopted Resolutions 82-2019 and 83-2019 approving a Mitigated Negative Declaration and a tentative subdivision map, respectively. The approvals were for the development of the Aria Development Project, consisting of 24 single family residential parcels for the 6.5± acre parcels, located on the north side of Henderson Avenue, east of Mathew Street (APNs 245-060-025 and 031); and

WHEREAS: The Applicant was able to acquire Assessor Parcel Number 245-050-029, a 1.02 acre parcel located immediately north of the project. With this acquisition, the applicant has proposed a revision to the approved tentative subdivision map that would allow for two additional lots with access via a cul-de-sac. The proposed revision provides logical infill development; and

WHEREAS: The City Council, at its regular schedule meeting of March 3, 2020, conducted a public hearing to consider the revised Tentative Subdivision Map (PRC 2017-055-S), draft resolution and findings for 26 parcels with lots ranging from 9,500 to 13,000 square feet; and

WHEREAS: The incorporation of APN 245-050-029 resulting in the addition of two lots does not contain changes and/or additional details that warrant a subsequent initial study. No further environmental review was necessary; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed revision to the 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 flat and has medium to coarse textured soils with a high water infiltration rate.
3. That the 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 the 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 provides pedestrian connectivity to the neighborhood and schools to the north.
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 repeal and replace Resolution 83-2019 and approve the Aria Tentative Subdivision Map (Exhibit “A”) subject to the following conditions:

1. The developer/applicant shall comply with Section 201.04 residential single-family development standards related to garage frontage and location and architectural articulation. Note that Lots 1, 9, 16, 20, 21, and 26 are corner lots and require a street side setback of 10 feet and have additional requirements for two-story dwellings. Lot 8 will be a reverse corner lot and shall have a minimum street side yard width of 12 feet.
2. Valley Oak Community Church was annexed into City limits in November 1999 and Henderson Ave. Baptist Church was annexed into City limits in 1989. The church structures were established in 1974 and 1975, respectively and did not receive entitlements from Tulare County. Section 300.10(e) requires that Common Property Lines provide six foot high wall be provided on the interior lot lines where any non-residential use abuts a residential district or residential use where there is no alley. Such screening wall shall be provided at the time of new construction or expansion of buildings or changes from one use classification to another non-residential use classification. Please note code section (4) addresses timing: If the residential use develops prior to the non-residential use, a six (6) foot high wood fence may be constructed. If the non-residential use or residential use develops adjacent to existing development the wall shall be constructed with the new development. It further goes on to state that those uses subject to a Conditional Use Permit may be evaluated to determine applicability of the wall requirement.

3. Pursuant to Section 300.10 (g) of the PDO, the Zoning Administrator shall require a block wall based on the site design of the parking and/or service area and/or where other noise, light, and glare are oriented toward a residential use. In this context, a wall would be required along the property lines adjacent to Henderson Avenue and Mathew Street. A 10-foot landscape buffer shall be provided along the block wall on Henderson Avenue and a combination of 4-foot landscape buffer, 4-foot sidewalk and a 2-foot buffer along Mathew Street. The landscaped areas will be entered into a Landscape and Lighting Maintenance District. The wall design shall be approved as part of the project by the City Engineer to ensure that adequate line of sight distance is provided.
4. 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.
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 Parks and Leisure Services Director, 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, if any; (3) Common Public Landscaping along Henderson Avenue; (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 City 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 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 Mathew Street. The developer/applicant shall dedicate and completely improve the proposed internal subdivision streets.
14. The developer/applicant shall provide and show all required utility easements on the Final Map.
15. 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.
16. The developer/applicant shall cause all unnecessary easements to be vacated prior to or in conjunction with the Final Map processing.
17. 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.
18. 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.
 19. 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.
 20. 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.
 21. Prior to recording the final map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).
 22. 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.
 23. 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.).

24. 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.
25. The developer/applicant shall connect to abutting streets by constructing 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.
26. 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.
27. 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. Lot corners are marked;
 - f. Fire hydrants are accepted by the Fire Department and the Engineering Division.
28. 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.

29. The developer/applicant shall direct all storm water to a temporary drainage basin on the development's property or extend piping to connect to a storm drainage system. No additional runoff is allowed to discharge into the Porter Slough. A minimum amount of runoff must be contained onsite on each lot per the State's MS4 post-construction requirements.
30. 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 acre 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.
31. The developer/applicant shall construct streets conforming to Section 407.03 of the adopted Development Ordinance. Street cross section standards are summarized below:

Mathew Street: Circulation Element designation is a collector street with parkway strips between the curb and the sidewalk. The right of way width is 60 feet and the curb-to-curb width is 40 feet. Additional width may be required for landscaping along the required block wall. The Mathew Street alignment shall be coordinated with the City prior to final design. The street width shall be wide enough to accommodate a parking lane and two vehicular travel lanes.

Bel Aire Avenue: Circulation Element designation is a local street. The street was improved under the prior code in effect at the time. Construction of these improvements shall tie into the existing improvements along the south side of Oak Grove Elementary School as best as possible. Pavement cuts may be needed to transition the development's design into the existing pavement.

Internal Street: This street is designated as a local street with parkway strips between the curb and sidewalk. The right of way width is 56 feet and the curb-to-curb width is 36 feet.

A 10-foot wide public utility easement shall be provided outside of the public right of way on each side of the street.

32. 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.
33. 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.
34. The developer/applicant shall construct two City standard barricades at the end of all dead end streets.
35. 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.
36. 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. A six inch (6") sewer line lateral exists along Henderson Avenue, 162' east of the west property line.
37. 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.
38. Prior to acceptance of improvements, the developer/applicant shall provide 39W LED 3000K streetlights on Marbelite poles along Mathew Street as necessary to meet appropriate spacing and 31W LED 3000K streetlights on Marbelite poles along Bel Aire Avenue and within the subdivision, all in compliance with Southern California Edison Company specifications as required by the City Engineer. Spacing between streetlights shall not exceed 160 feet and shall be staggered.
39. The Porter Slough Ditch traverses through the proposed development and the developer/applicant shall coordinate with Porterville Irrigation Company (PID) and the City of Porterville in piping the ditch. PID shall specify appropriate size and piping material, which shall be in accordance with current City Standards and policies. Porter Slough Ditch piping shall be a component of the subdivision improvement plans and the scheduling of this work shall be approved by PID.
40. 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. The master plan requires the installation of a twelve inch water main in Mathew Street.

- 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.
41. A six-inch (6") water line extension exists along Henderson Avenue, 80 feet east of the west property line. An eight-inch (8") water line exists at the corner of Bel Aire Avenue and Belmont Street. The development's water system must be looped with two different connection points.
42. 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.
43. 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.
44. 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.
45. The developer/applicant is hereby notified that the property is subject to development fees. The fee is associated with the reconstruction of Henderson Avenue by the City.
46. When fees are paid, a more thorough study will be made. At that time, additional conditions may be found to be necessary or some of the above conditions may be found to be unnecessary.
47. 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.

48. Plan submittals shall comply with all current applicable Codes.
49. The developer/applicant shall provide soil compaction test(s) as required by the applicable building code sections.
50. 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.
51. Compliance forms and worksheets are required to be included on all plan submittals as per California Green Code.
52. 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.
53. No deferred items. Plans submitted with deferred items will automatically be rejected and are not guaranteed a complete plan review prior to said rejection.
54. 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.
55. 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 3rd day of March, 2020.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

TENTATIVE SUBDIVISION MAP ARIA

BEING A SUBDIVISION WITHIN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21,
T.21S. R.27E., M.D.B. & M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

FOR:
ENNIS BUILDERS, INC.
263 N. 3RD. STREET, SUITE #200
PORTERVILLE, CALIFORNIA 93257
(559) 788-1000

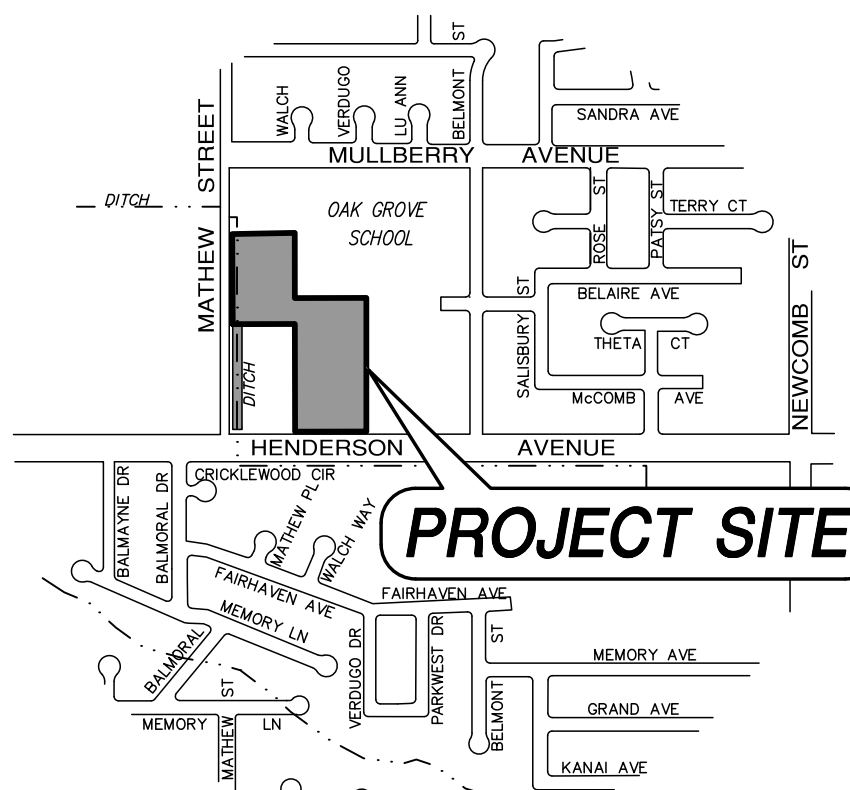
BY:
QK
150 WEST MORTON AVENUE
PORTERVILLE, CA 93257
TEL: (559) 781-2700
WWW.QKINC.COM

NOTES:

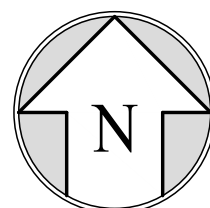
1. DATE OF PREPARATION: FEBRUARY 5, 2020.
2. ZONE: RS-2, GENERAL PLAN: LOW DENSITY RESIDENTIAL.
3. ALL DISTANCES SHOWN ARE IN FEET & DECIMALS THEREOF AND ARE APPROXIMATE.
4. GROSS PARCEL AREA= 7.85 ACRES;
GROSS DENSITY = 3.3 UNIT/ACRES, NET PARCEL AREA = 6.1 ACRES.
5. APN: 245-060-025, 245-060-031 AND 245-050-29.
6. EXISTING LAND USE: VACANT / RURAL RESIDENTIAL.
7. PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL.
8. IMPROVEMENTS TO CONFORM TO APPLICABLE ORDINANCES & STATUTES.
9. EASEMENTS FOR PUBLIC UTILITIES TO BE PROVIDED AS REQUIRED.
10. NOT SUBJECT TO INUNDATION OR OVERFLOW, UNLESS OTHERWISE NOTED.
11. PROPOSED SEWER, WATER, CONCRETE CURBS, GUTTERS, SIDEWALKS, STREETLIGHTS, AND STREET PAVEMENT TO BE INSTALLED PER CITY OF PORTERVILLE STANDARD SPECIFICATIONS.
12. NATURAL GAS BY: SOUTHERN CALIFORNIA GAS CO.
13. TELEPHONE BY: A.T. & T.
14. POWER BY: SOUTHERN CALIFORNIA EDISON CO.
15. DOMESTIC WATER BY: CITY OF PORTERVILLE.
16. SEWAGE DISPOSAL BY: CITY OF PORTERVILLE.
17. REFUSE COLLECTION BY: CITY OF PORTERVILLE.
18. CABLE T.V. BY: CHARTER COMMUNICATIONS.
19. DRAINAGE: SURFACE FLOW AND EXTENSION OF EXISTING STORM DRAIN SYSTEM.
20. WATER QUANTITY: AS PER CITY STANDARDS.

LEGEND:

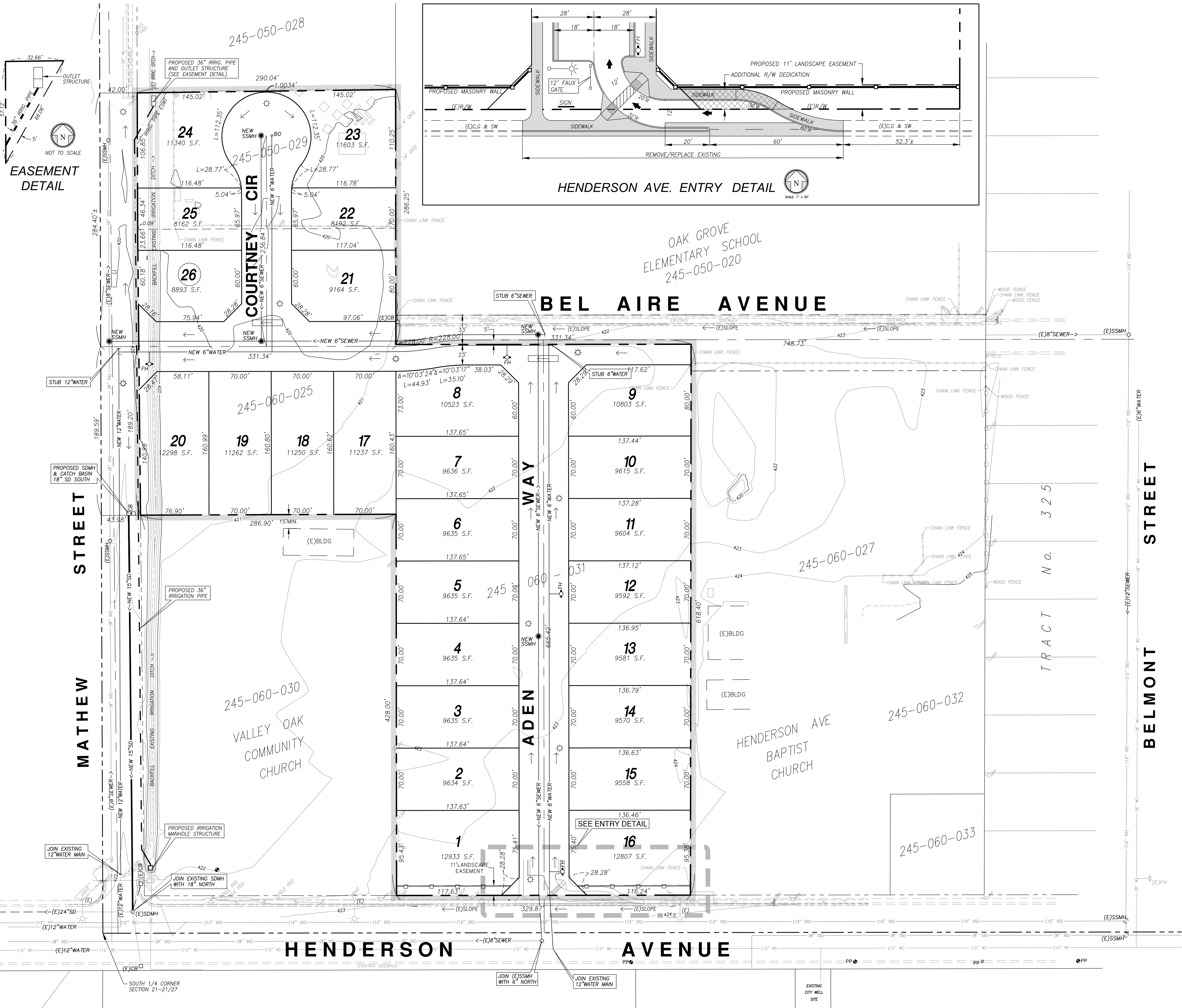
	SUBDIVISION BOUNDARY
	PROPOSED FIRE HYDRANT
	EXISTING
	PROPOSED
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED STORM DRAIN LINE
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	CATCH BASIN
	CROSS GUTTER
	SURFACE FLOW
	POWER POLE
	TELEPHONE POLE
	EXISTING CONTOUR
	EXISTING STREET LIGHT
	PROPOSED STREET LIGHT



LOCATION MAP
NO SCALE



50' 0' 50'
SCALE: 1"= 50'
CONTOUR INTERVAL= 1'





CITY COUNCIL AGENDA – MARCH 3, 2020

- SUBJECT:** Consideration of the Hillside Estates Tentative Subdivision Map
- SOURCE:** Community Development
- BACKGROUND:** In November 2018, Daley Homes submitted an application to the Project Review Committee for a tentative subdivision map to develop 7.6± acres east of Leggett Street on Morton Avenue as the Hillside Estates Subdivision (PRC 2018-053-S). At that time, the Committee noted that the subject site was within the Hillside Overlay District, which requires additional analysis and features beyond what is included in a typical subdivision. However, due to the relatively flat surface of the subject site, staff and the applicant looked more closely at these requirements. Staff discovered a discrepancy between what was originally proposed for the Hillside Overlay District in an interim Ordinance and what was codified through the adoption of Series 500 of the Development Code. On July 2, 2019, the City Council approved an amendment to Chapter 21 of the Porterville Municipal Code (the Development Code), clarifying that the Hillside Overlay District shall be applied to properties within the overlay zone and that have an average slope equal to or greater than six (6) percent. In light of the Council's action, the application was revisited to be addressed without being subject to the requirements of the Hillside Overlay.
- COMMENT:** The proposed tentative subdivision map would divide the 7.6± acres identified as Assessor Parcel Numbers 254-160-001, 002, and 003 into 28 single family residential parcels (Attachments 1 and 2). The project as proposed meets the requirements of the Development Code and General Plan, including such features as sidewalks with parkway strips, street trees, streetlights, and circular access within the subdivision, which would take access into the City's circulation network from Leggett Street.
- The project would be developed in a single phase. Construction is anticipated to last approximately one (1) year, beginning as soon as entitlements and final map preparations can be completed. Due to the slight slope of the site, retaining walls will be constructed as necessary. 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, at a maximum density of 6.0 units per gross acre. The zoning designation for the project site is RS-2 (Low Density Residential). This zone allows attached or detached single-family homes with a maximum residential density of 7.5 units per net acre. This zone

district has a minimum lot area requirement of 6,000 square feet.

ANALYSIS: Development of the site as proposed will provide needed housing in conformance with the City's General Plan Land Use and Housing Elements as well as the requirements of the California Subdivision Map Act and local Ordinances.

The project is developed to the north and west with housing of a similar density. Land immediately east of the project site is vacant, but just 300 feet further east, lower density homes are constructed. The land south of Morton Avenue, south of the site is developed as a church. The development is consistent with the General Plan land use designation, zoning designation, and with the existing development in the vicinity of the project.

ENVIRONMENTAL REVIEW: On January 22, 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 twenty (20) day review period from January 25, 2020 through February 13, 2020. At the time of writing the staff report, no comments had been received.

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 Hillside Estates Tentative Subdivision Map.

ATTACHMENTS:

1. Locator Map
2. Hillside Tentative Subdivision Map
3. Draft Resolution- Environmental
4. Draft Resolution- Subdivision

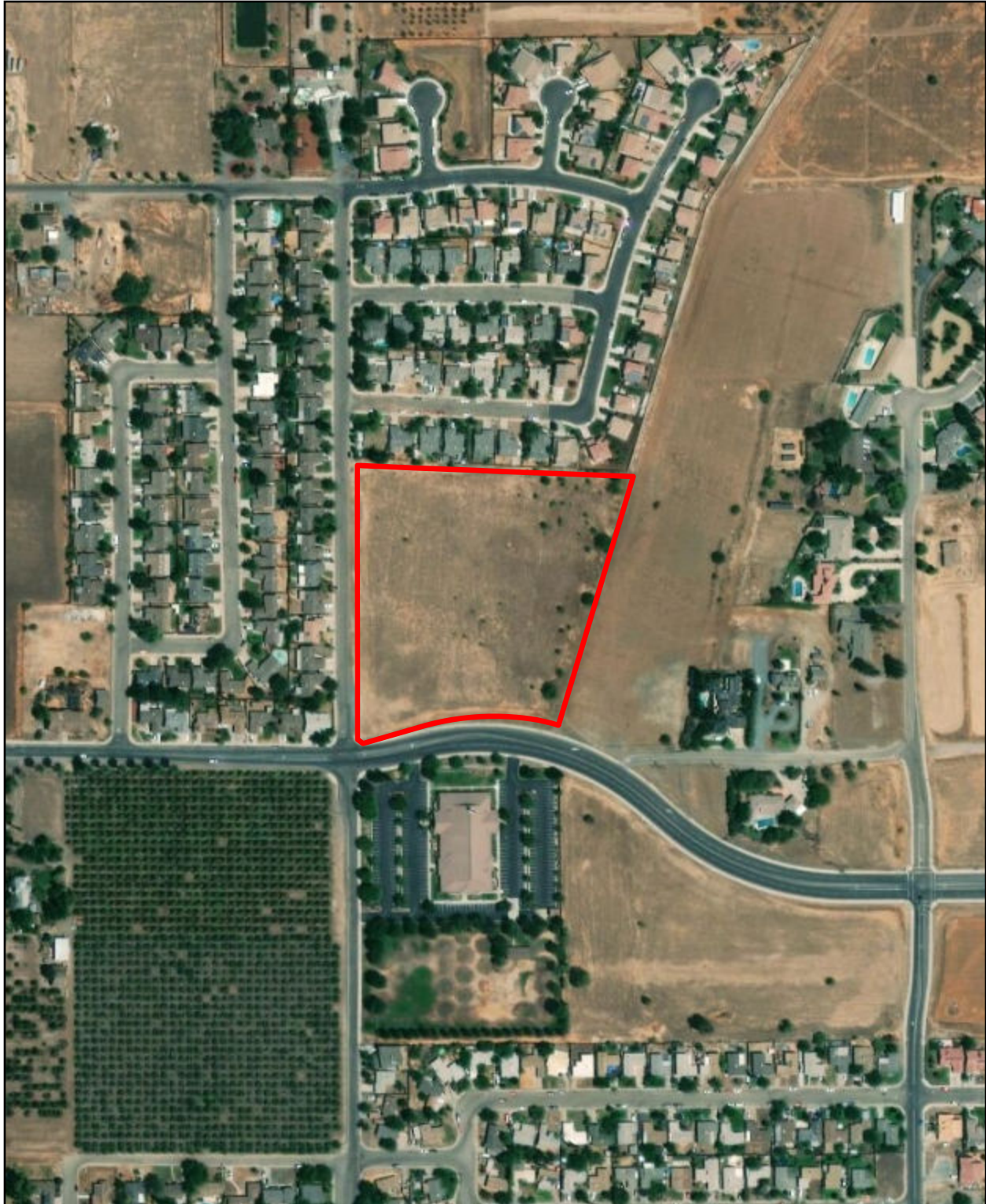
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Locator Map PRC 2018-053



**SFR Subdivision
@NEC of Morton and Leggett**

 Project Location

1 in = 350 feet



Date Printed: 6/19/2019 by the Community Development Department

TENTATIVE SUBDIVISION MAP HILLSIDE ESTATES

BEING A SUBDIVISION OF PARCELS 1, 2 & 3 OF PARCEL MAP 1029, PM 11-30 SITUATED IN THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, T.21S., R.28E., M.D.B. & M., IN THE CITY
PORTERVILLE, COUNTY OF TULARE STATE OF CALIFORNIA.

FOR:
DALEY ENTERPRISES
1356 EAST TULARE AVENUE
TULARE, CALIFORNIA 93275
(559) 686-1761

BY:
QK
150 WEST MORTON AVENUE
PORTERVILLE, CA 93257
TEL: (559) 781-2700
WWW.QKINC.COM

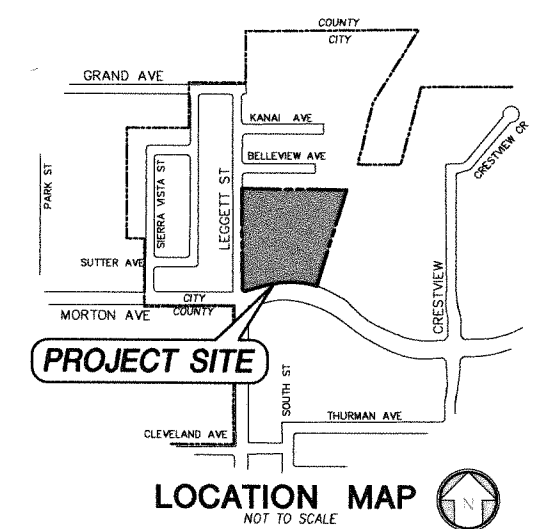
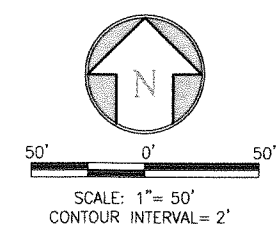
NOTES

1. DATE OF PREPARATION: MARCH 26, 2019
2. APN: 254-160-001, 002 & 003
3. ALL DISTANCES SHOWN ARE IN FEET & DECIMALS THEREOF AND ARE APPROXIMATE.
4. EXISTING LAND USE: VACANT.
5. GROSS PARCEL AREA = 7.6± ACRES; GROSS DENSITY = 3.7 UNIT/ACRES;
NET PARCEL AREA = 5.82 ACRES.
6. EASEMENTS FOR PUBLIC UTILITIES TO BE PROVIDED AS REQUIRED.
7. NOT SUBJECT TO INUNDATION OR OVERFLOW, UNLESS OTHERWISE NOTED.
8. NATURAL GAS BY: SOUTHERN CALIFORNIA GAS CO.
9. TELEPHONE BY: AT & T.
10. POWER BY: SOUTHERN CALIFORNIA EDISON CO.
11. DOMESTIC WATER BY: CITY OF PORTERVILLE.
12. SEWAGE DISPOSAL BY: CITY OF PORTERVILLE.
13. REFUSE COLLECTION BY: CITY OF PORTERVILLE.
14. CABLE T.V. BY: CHARTER COMMUNICATIONS.
15. PRELIMINARY DRAINAGE PLAN: SURFACE FLOW TO EXISTING SYSTEM.
16. FIRE PROTECTION: PASSIVE MEASURES AS PER FGMP.

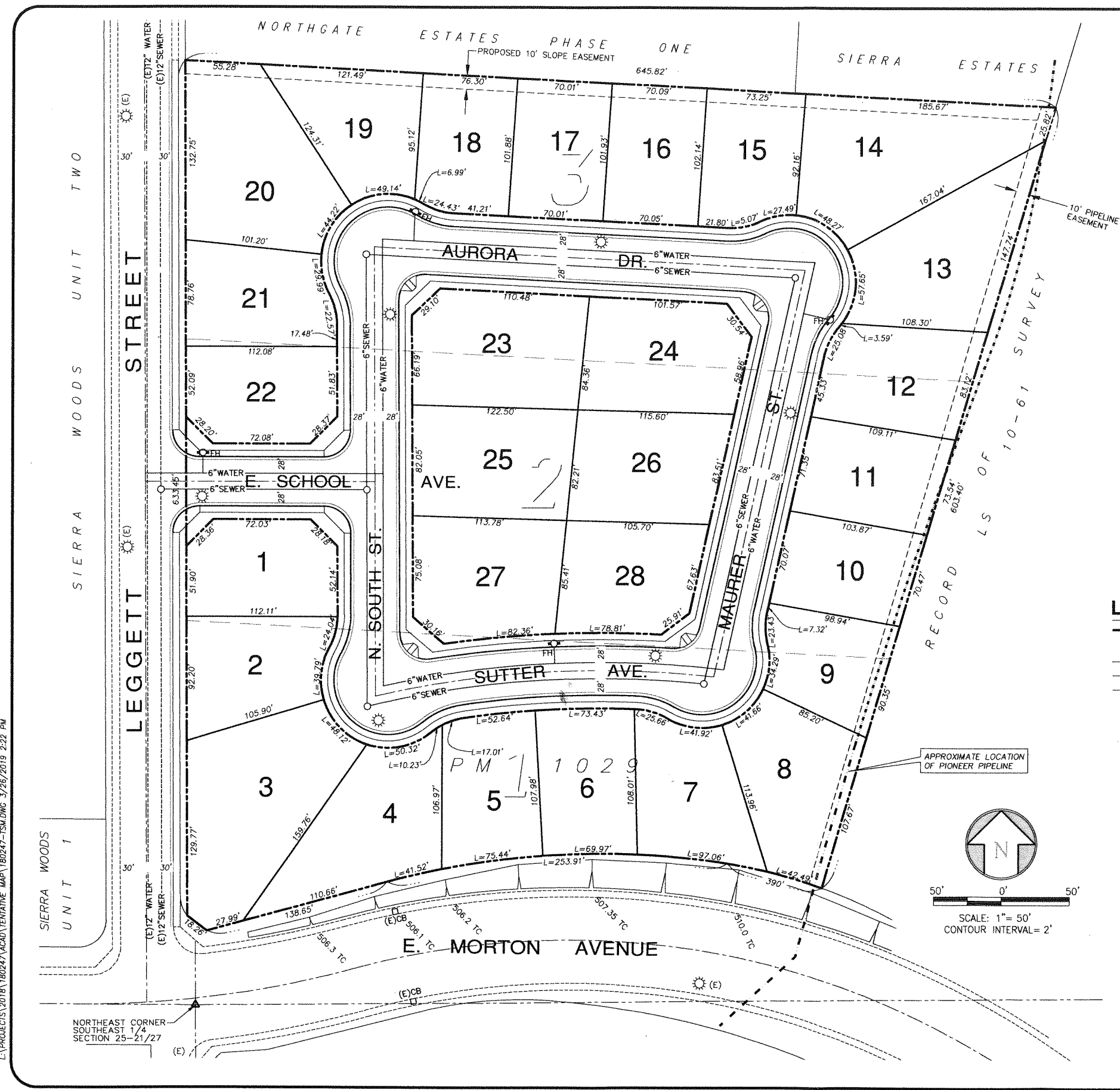
LEGEND

- FH SUBDIVISION BOUNDARY
- FH FIRE HYDRANT
- WATER — WATER LINE
- SEWER — SANITARY SEWER LINE
- SSMH SANITARY SEWER MANHOLE
- CB CATCH BASIN
- (E) EXISTING
- ☀ STREET LIGHT
- 2 PARCEL NUMBER PER PARCEL MAP No. 1029

28 LOTS
20' FRONT S.B.
10' REAR S.B.
10' STREET SIDE S.B.
5' INTERIOR SIDE S.B.
STREET BULB CONNECTION PER
CITY OF PORTERVILLE (P-7)



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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 HILLSIDE ESTATES TENTATIVE SUBDIVISION MAP (PRC 2018-053)

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 3, 2020, conducted a public meeting to consider approval of a Mitigated Negative Declaration which evaluates the environmental impacts of a Tentative Subdivision Map of 28 lots for the 7.6± acres located on the northeast corner of Leggett Street and Morton Avenue (APNs 254-160-001, 002, and 003); and

WHEREAS: On January 22, 2020, 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 Hillside Estates Tentative Subdivision Map 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 January 22, 2020, 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 20 day review period from January 25, 2020 through February 13, 2020. At the time of writing the staff report, no 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 Hillside Estates 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 3rd day of March, 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 Hillside Estates Tentative Subdivision Map 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>Tricolored blackbird Protection Measures</u> BIO-1: <i>Avoidance.</i> If feasible, Project construction will occur outside of the avian nesting season, typically defined as February 1st through August 31st. If construction takes place entirely outside of the nesting season, impacts to nesting tricolored blackbirds will be absent and no other action is necessary. BIO-2: <i>Pre-construction Surveys.</i> If Project construction must occur during the nesting season, a pre-construction survey shall be conducted by a qualified biologist for nesting tricolored blackbirds within 15 days of the onset of construction. BIO-3: <i>Establish Buffers.</i> If active nests are identified within or near construction zones, an appropriate construction-free buffer will be established around the nests (as determined by a qualified biologist) and maintained until the nesting season is over, or until the biologist determines the nests are no longer active. <u>Migratory Bird Protection Measures</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 active nests will be disturbed during the implementation of the Project. A pre-construction clearance survey shall be conducted no more than 14 days prior to the start of	Project Applicant	Prior to and during construction	Project Applicant / City of Porterville	

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
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.				
<u>Cultural Resources Protection Measures</u> 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 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	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)
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 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				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
measures, which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code section 21083.2.				
<u>Greenhouse Gas Emissions Reduction Measures</u> 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 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.	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)
- 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 install energy efficient heating and cooling systems, appliances and equipment, and control systems.				
<u>Noise Reduction Measures</u> 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. 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). 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	Project Applicant	During construction and operation	Project Applicant	

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
manufacturer's specifications) and by shrouding or shielding impact tools.				

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL FOR THE HILLSIDE ESTATES
TENTATIVE SUBDIVISION MAP FOR THAT 7.6± ACRE VACANT SITE GENERALLY
LOCATED ON THE EAST SIDE OF LEGGETT STREET,
NORTH OF MORTON AVENUE

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 3, 2020, conducted a public meeting to consider approval of the Hillside Estates Tentative Subdivision Map (Exhibit A). The proposed tentative subdivision map would divide the 7.6± acres identified as Tulare County APNs 254-160-001, 002, and 003 into 28 parcels for development of as many detached single-family residences. The project as proposed meets the requirements of the Development Code and General Plan, including such features as sidewalks with parkway strips, street trees, streetlights, and circular access within the subdivision, which would take access onto the City's circulation network from Leggett Street. The project would also include improvements to both Leggett Street and Morton Avenue along the frontages of the subject site; and

WHEREAS: 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 has an overall slope less than 5%, and although the area has previously been identified as an area of high soil expansion potential, grading and soil stabilization requirements will result in a physically suitable location for the proposed development.
3. The Initial Study prepared for this project is in compliance with the California Environmental Quality Act, and 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.

4. 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 development. Conditions of approval are included to ensure adequate development standards are met.
5. 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 Hillside Estates Tentative Subdivision Map (PRC 2018-053-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. All new electrical, telephone, cable television, and similar distribution lines providing direct service to a development site shall be installed underground within the site.
3. Landscaping shall comply with Municipal Code Section 25 Article 1, Division 6 Water Conservation as well as Section 303 of the Development Code.
4. 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.

5. 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.
6. Due to the size of the project and the proximity of the project to a community park (Murry Park), a park is not proposed as a part of the map. Instead, the developer shall pay park impact fees.
7. 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.
8. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
9. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
10. The developer/applicant shall pay School Development fees and all other City fees at the time table determined by current City Ordinance.
11. The developer/applicant shall dedicate a one foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.
12. 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. Submit with the petition the \$375 fee. The following shall be included and maintained in said district: (1) Lighting, (2) Recreational Open Space, (3) Public Landscaping, if any (4) Public walls/fences, if any, (5) Drainage reservoir, if any, and (6) any other public improvement in accordance with Series 400, Section 407.03 (i) of the Development Ordinance.
13. 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.

14. 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 ninety-day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.
15. In accordance with Series 400, Section 407.02 (g) or (h) 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.
16. 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 will continue to be in use.
17. Prior to recording the final subdivision map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).
18. Building permits shall not proceed further than the installation of the foundation 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 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;
 - g. Fire hydrants are accepted by the Fire Department and the Engineering Division.
19. 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.

20. 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.
21. The developer/applicant shall dedicate and improve, to City standards, temporary turn-arounds at the ends of dead-end streets to accommodate refuse vehicles and street sweepers.
22. The developer/applicant shall have a Civil Engineer 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.
23. 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. 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.
24. The developer/applicant shall provide street striping and flexible delineators as necessary to provide safe vehicular movements, where directed by the City Engineer.
25. 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 for interior streets shall be 56 feet wide with a parkway between the back of curb and sidewalk. The right of way width on Leggett Street shall be 60 feet wide with a parkway between the back of curb and sidewalk, followed by a 10' wide landscape easement. The right of way width on Morton Avenue shall remain the same with the existing sidewalk to be removed and replaced with a parkway between the back of curb and sidewalk, followed by a 10' wide landscape easement. Dry public utilities shall be located within an easement outside of the public right of way.
26. 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.
 - b. 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.

27. 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.
28. 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.
29. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the current California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements. The developer/applicant is advised that this area has previously been identified as an area of high soil expansion potential.
30. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage, except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306). The developer/applicant shall remove and replace the non-compliant curb return at the intersection of Morton Avenue and Leggett Street per City standards.
31. 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.
32. 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.
33. 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.
34. A looped water system is required that will provide, at a minimum, two points of connection to the system for reliability. A water easement may be required between lots 7 & 8 in order to connect to the water line in Morton Avenue.
35. 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). Dedicate a drainage easement across each lot requiring an easement, unless all lots are graded to drain to the street. 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. 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 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.

36. The developer/applicant shall expand and improve the existing master plan Drainage Reservoir No. 14 to City standards. The price paid for land and construction to expand, must have prior City approval in order to qualify for reimbursement. In the event the developer/applicant is unable to obtain said land, after being shown proof of a satisfactory effort by the developer/applicant, the City Council may invoke its power of eminent domain to acquire said land.
37. 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.
38. The developer/applicant shall have a hydrology study performed of the properties uphill of the subject property. Said study shall define the runoff from the 10-year and 100-year storms. Developer/applicant shall construct the drainage facilities and provide the easements necessary to adequately convey runoff to the City drainage system. A 12-foot access and maintenance easement in favor of the City may be required along the east property line of the subdivision if drainage elements are installed.
39. Prior to the excavation and grading of the subject site, the developer/applicant shall cure any leaks in the irrigation line along the east side of the property line of the subdivision and shall construct retaining walls, drainage swales, etc., to ensure that storm water drainage from off-site parcels located uphill is diverted so that it does not sheet flow over the excavated slope. Vegetation, to include trees, shrubs, groundcover and/or other slope stabilization to the satisfaction of the City Engineer shall be installed prior to the issuance of a certificate of occupancy for any residence. The method of curing leaks and required easement width for the irrigation line shall be coordinated with Pioneer Water Company.
40. The developer/applicant shall move existing utility structures (i.e., 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 the utility structures are below grade (Title 24 DSA).
41. The developer/applicant shall provide 3000K LED streetlights on Marbelite poles (spaced at staggered 320' intervals) following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.

42. 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.
43. 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.
44. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
45. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Services Division. The developer/applicant is required to provide the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.
46. 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.
47. 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.
48. The developer/applicant is advised that they are obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity (except operations that result in disturbance of less than one acre 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:
 - a. 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).
 - b. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain, at a minimum:
 1. All items listed in Section A of the permit.
 2. Descriptions of measures to be taken to prevent or eliminate unauthorized

non-storm water discharges and all 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.

- c. If portions of the project area are to be sold off before the entire project is completed, the proponent must:
1. 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.
 2. Informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and prepare their own SWPPP.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2020.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

BEING A SUBDIVISION OF PARCELS 1, 2 & 3 OF PARCEL MAP 1029, PM 11-30 SITUATED IN THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, T.21S., R.28E., M.D.B. & M., IN THE CITY
PORTERVILLE, COUNTY OF TULARE STATE OF CALIFORNIA.

BY:

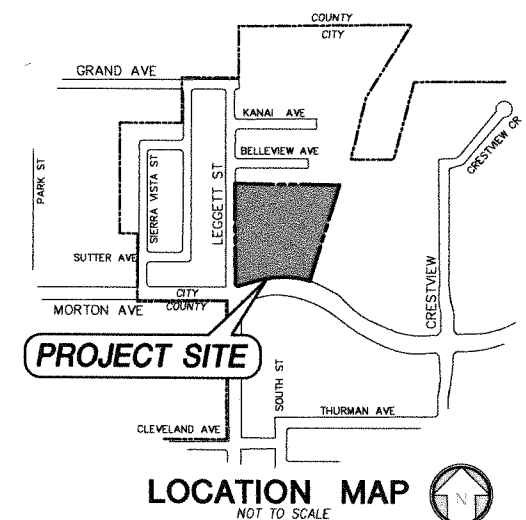


TEL: (559) 781-2700
WWW.QKINC.COM

1. DATE OF PREPARATION: MARCH 26, 2019
2. APN: 254-160-001, 002 & 003
3. ALL DISTANCES SHOWN ARE IN FEET & DECIMALS THEREOF AND ARE APPROXIMATE.
4. EXISTING LAND USE: VACANT.
5. GROSS PARCEL AREA = 7.6± ACRES; GROSS DENSITY = 3.7 UNIT/ACRES;
NET PARCEL AREA = 5.82 ACRES
6. EASEMENTS FOR PUBLIC UTILITIES TO BE PROVIDED AS REQUIRED.
7. NOT SUBJECT TO INUNDATION OR OVERFLOW, UNLESS OTHERWISE NOTED.
8. NATURAL GAS BY: SOUTHERN CALIFORNIA GAS CO.
9. TELEPHONE BY: AT & T.
10. POWER BY: SOUTHERN CALIFORNIA EDISON CO.
11. DOMESTIC WATER BY: CITY OF PORTERVILLE.
12. SEWAGE DISPOSAL BY: CITY OF PORTERVILLE.
13. REFUSE COLLECTION BY: CITY OF PORTERVILLE.
14. CABLE T.V. BY: CHARTER COMMUNICATIONS.
15. PRELIMINARY DRAINAGE PLAN: SURFACE FLOW TO EXISTING SYSTEM.
16. FIRE PROTECTION: PASSIVE MEASURES AS PER FGMP.

	SUBDIVISION BOUNDARY
FH	FIRE HYDRANT
	WATER LINE
	SANITARY SEWER LINE
SSMH	SANITARY SEWER MANHOLE
CB	CATCH BASIN
(E)	EXISTING
	STREET LIGHT
	PARCEL NUMBER PER PARCEL MAP No. 1029

STREET BULB CONNECTION PER
CITY OF PORTERVILLE (P-7)





CITY COUNCIL AGENDA – MARCH 3, 2020

- SUBJECT:** Consideration of a Conditional Use Permit for the Porterville Inn
- SOURCE:** Community Development
- BACKGROUND:** The applicant is requesting approval of a Conditional Use Permit (CUP) to allow the construction of a 63,000± square foot, four (4) story hotel, consisting of 103 rooms located at 1106 W. Henderson Avenue in the CR (Retail Centers) zone district. The 2.82-acre property was previously developed with a single family home and a fruit orchard; since the acquisition of the site by the applicant, the fruit trees have been removed and the structure has been demolished. Due to the site's previous use, a very small access strip is the only connection to the larger, developable portion of the property. Conditions of approval are in place to require the development of two (2) points of access for emergency response.
- COMMENT:** Amenities of the proposed hotel include a meeting room, a breakfast area, a fitness center, an outdoor pool and an outdoor recreation area. As noted above, access to the site will be provided through shared driveways with adjacent development, providing access from Henderson Avenue and Prospect Street. Section 301.03 of the Porterville Development Ordinance requires approval of a CUP for any use involving construction of a hotel.
- Neighboring uses include the recently developed and recently approved Porter's Crossing projects (Phase I and II, respectively) to the west, existing commercial development to the south, proposed commercial development to the east, and an existing condominium residential development to the north. Section 203.03, Additional Development Standards, require transitional standards when a site is adjacent to a residential district. In order to meet the setback requirements, the building is located greater than 70 feet from the residential district and as noted in the development plans (attachment 2), the north elevation does not include windows so that the adjacent residential use will maintain privacy.
- ANALYSIS:** The project is consistent with the General Plan Land Use Designation and Zoning Standards for CR (Retail Centers), where a hotel is allowed subject to approval of a CUP. The CR designation is intended to provide areas for regional shopping centers, located at major circulation intersections. The proposed hotel would result in a symbiotic use with recently approved and pending development on either side of the project site, and the combined

development suits the purpose of the zone designation. The proposed hotel would support the General Plan economic development guiding policies to foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.

ENVIRONMENTAL REVIEW: On January 29, 2020, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to the special situations clause identified in Section 15183 that applies for projects evaluated under a previous Environmental Impact Report and where the project is consistent with the General Plan and Zoning.

RECOMMENDATION: That the City Council adopt the draft Resolution approving Conditional Use Permit 2019-035-C to conditionally allow development of the hotel.

ATTACHMENTS:

1. Locator Map
2. Development Plans
3. Draft Resolution

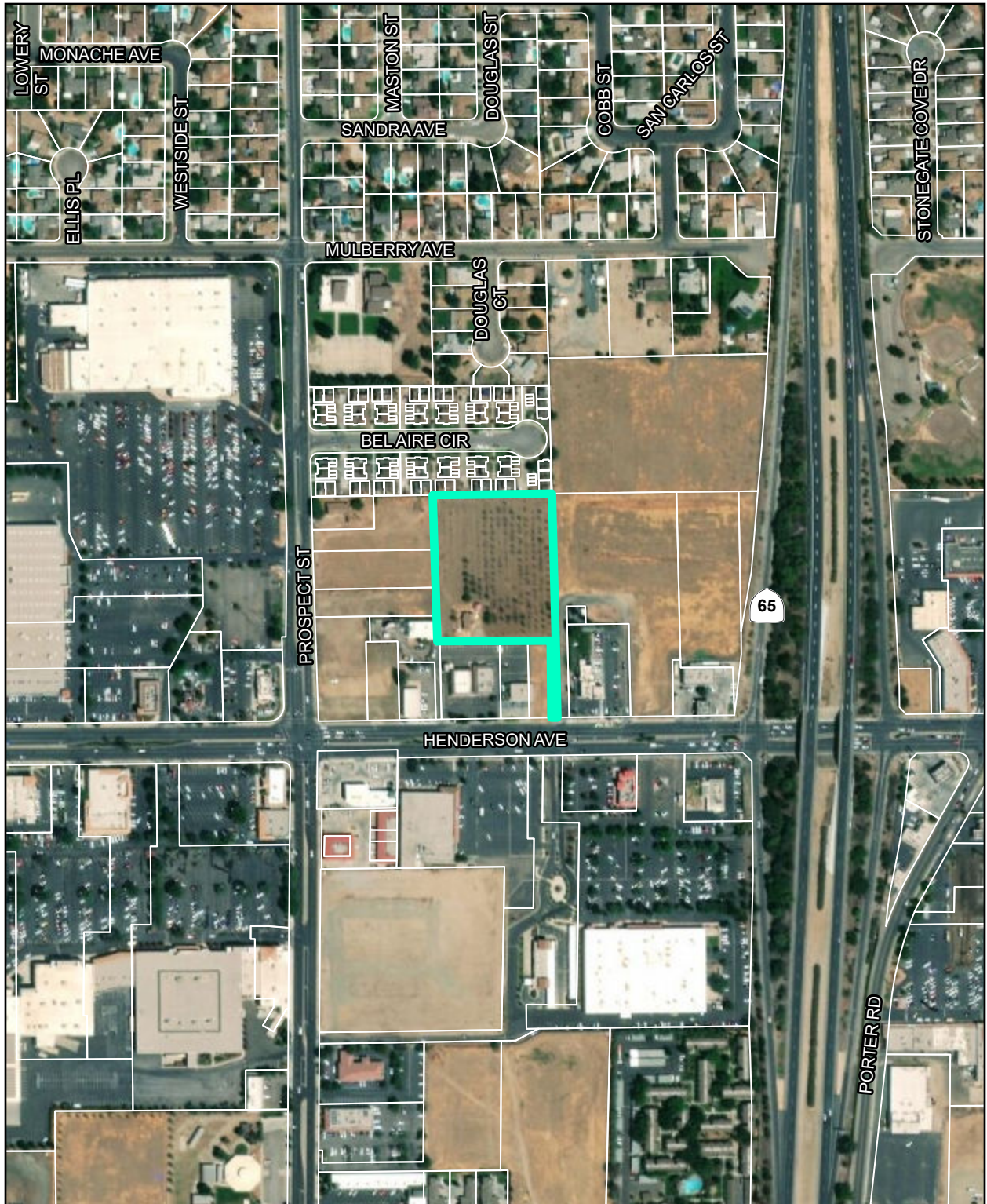
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Locator Map PRC 2019-035



**Porterville Inn
@ 1106 W. Henderson**

 Project Location

1 in = 400 feet



Date Printed: 10/18/2019 by the Community Development Department

Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

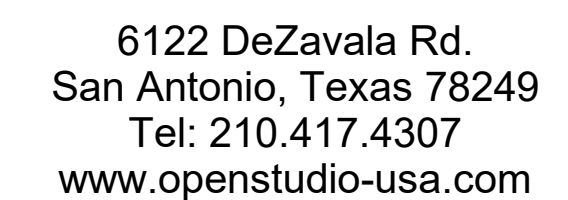
Schematic Design



Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

project #:	19.121
date:	09.30.19
drawn by:	Author
checked by:	Checker
drawing title:	SCHEMATIC COVER SHEET
drawing number:	



THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT AND IS INTENDED FOR USE ON THIS PROJECT ONLY. THE DRAWING REMAINS THE PROPERTY OF THE ARCHITECT AND SHALL BE RETURNED TO HIM/HER UPON COMPLETION OF THE CONSTRUCTION WORK. PURSUANT TO THE ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990, ALL DRAWINGS, SPECIFICATIONS, IDEAS AND DESIGNS, INCLUDING THE OVERALL FORM, ARRANGEMENT, AND COMPOSITION OF THE SPACES AND ELEMENTS APPEARING HEREIN, CONSTITUTES THE COPYRIGHT WORK OF THE ARCHITECT. ANY REPRODUCTION, USE, OR DISCLOSURE OF INFORMATION CONTAINED HEREIN WITHOUT PRIOR WRITTEN CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.

1103 W Henderson Avenue,
Porterville, CA

drawing number:

[illegible]

1 SITEPLAN

SCALE: 1/32" = 1'-0"

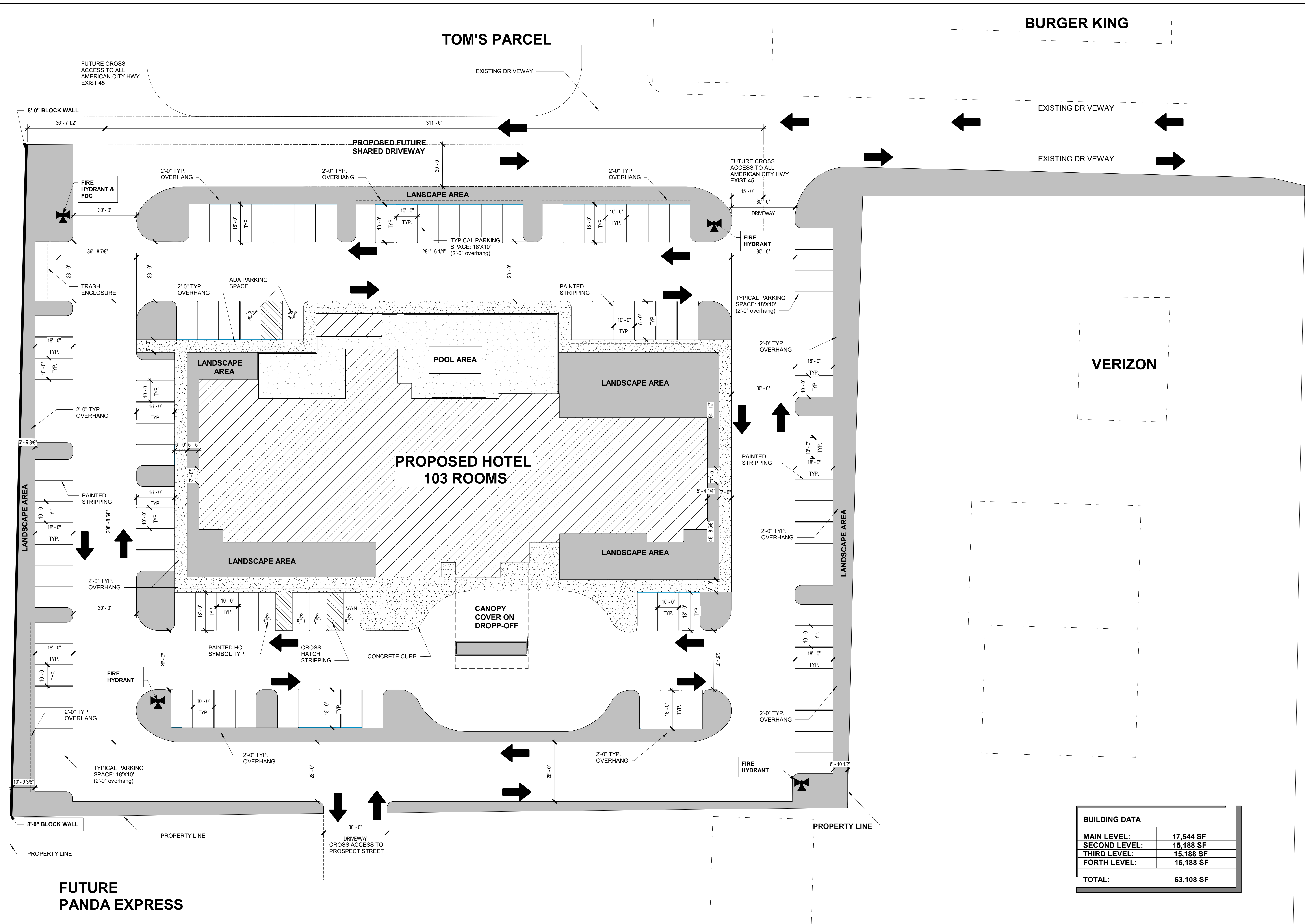
PROSPECT STREET

PROJECT LOCATION

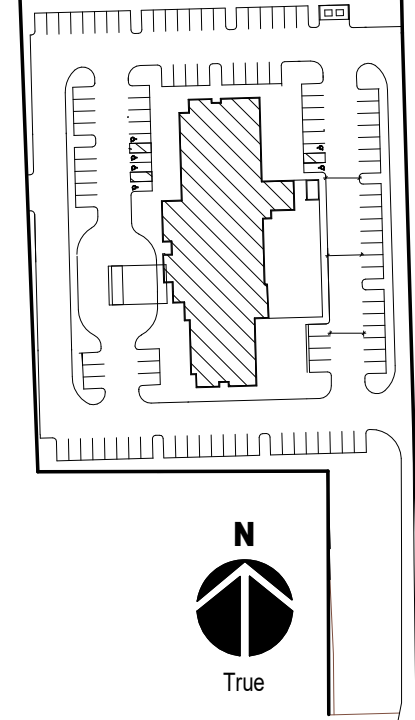
PROJECT LOCATION

— PROJECT LOCATION

**NET AREA OF EXISTING PARCEL:
3.61 ACRES**



BUILDING DATA	
MAIN LEVEL:	17,544 SF
SECOND LEVEL:	15,188 SF
THIRD LEVEL:	15,188 SF
FORTH LEVEL:	15,188 SF
TOTAL:	63,108 SF



Fairfield Inn & Suites

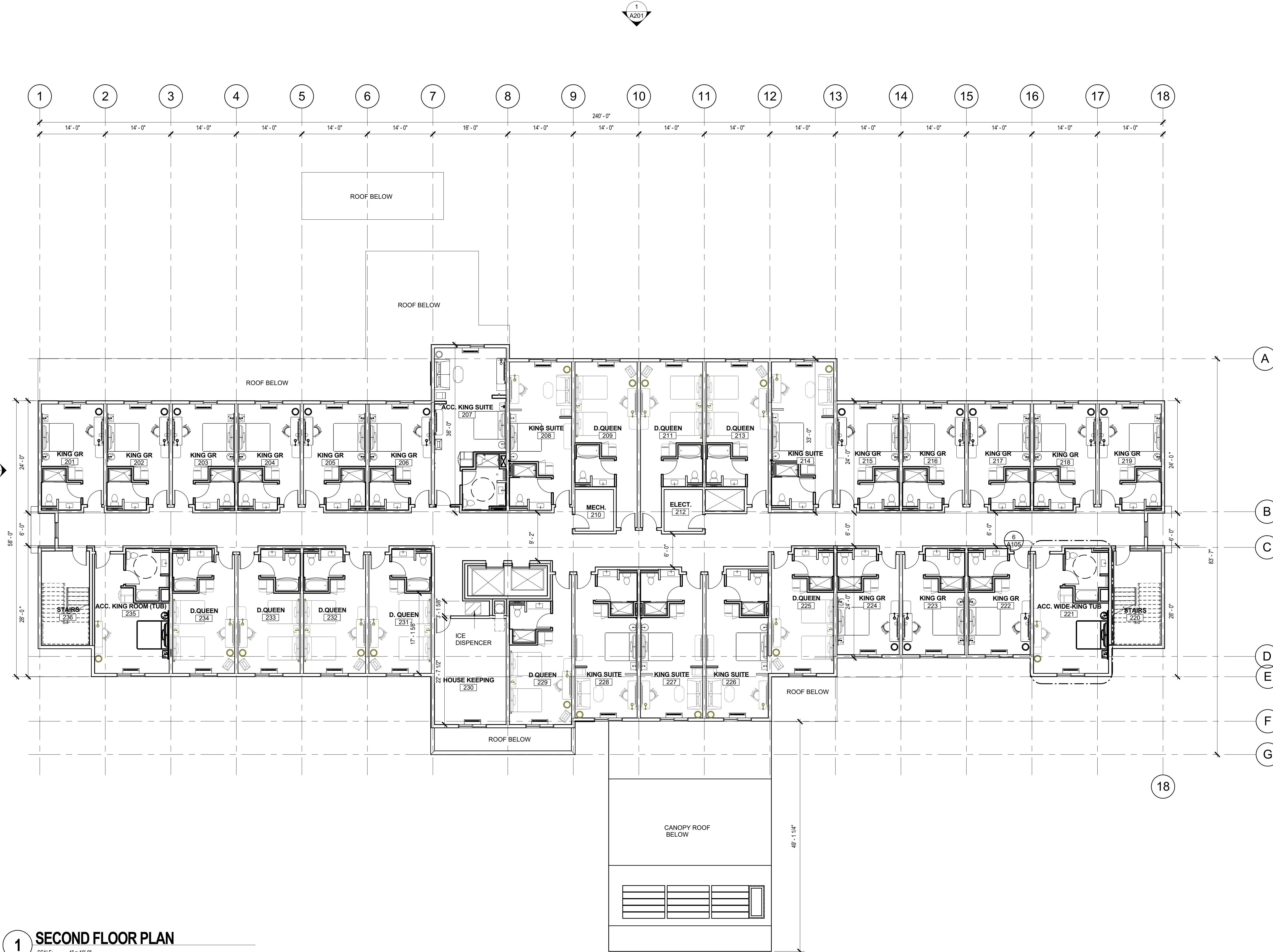
1103 W Henderson Avenue,
Porterville, CA

project #:	19.121
date:	09.30.19
drawn by:	Author
checked by:	Checker
drawing title:	SCHEMATIC SECOND FLOOR PLAN
drawing number:	

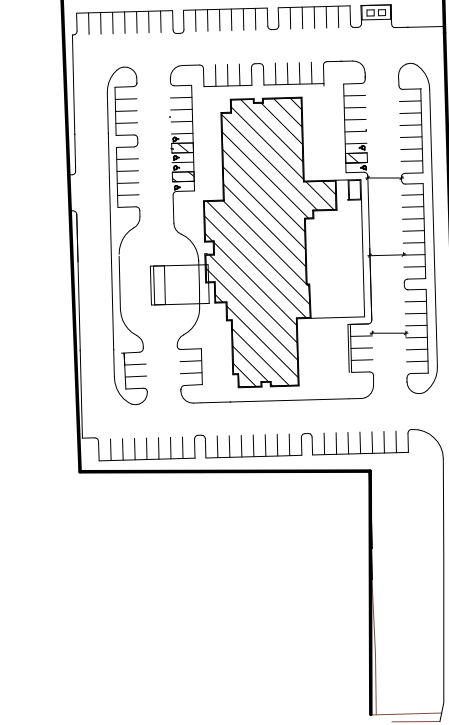
A102

1
A201

1
A202



1 SECOND FLOOR PLAN
SCALE: 1" = 10'-0"



Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

project #: 19.121
date: 09.30.19
drawn by: Author
checked by: Checker
drawing title:

EXTERIOR ELEVATIONS

drawing number:

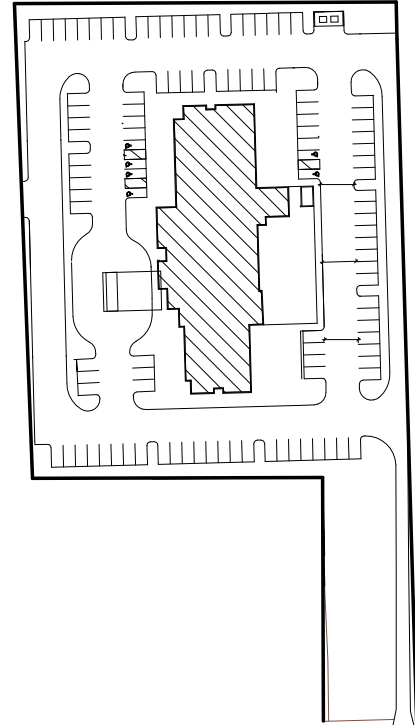
A201



1 EAST ELEVATION
SCALE: 1" = 10'-0"

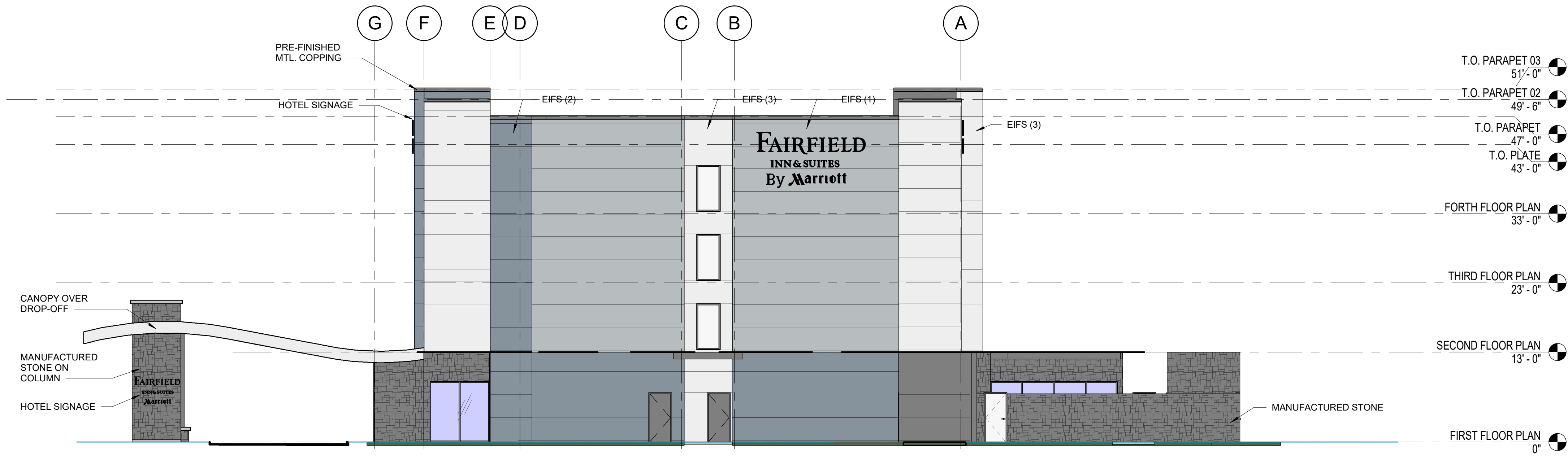


2 WEST ELEVATION
SCALE: 1" = 10'-0"



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1 SOUTH ELEVATION

SCALE: 1" = 10'-0"



2 NORTH ELEVATION

SCALE: 1" = 10'-0"

Fairfield Inn & Suites

1103 W Henderson Avenue,
Porterville, CA

project #: 19.121

date: 09.30.19

drawn by: Author

checked by: Checker

drawing title: EXTERIOR ELEVATIONS

drawing number:

A202



FAIRFIELD INN & SUITES
By Marriott

FAIRFIELD
INN & SUITES
By Marriott

FAIRFIELD
INN & SUITES
By Marriott



FAIRFIELD INN & SUITES
By Marriott



FAIRFIELD INN & SUITES
By Marriott

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE PERMIT PRC 2019-035-C) TO ALLOW THE DEVELOPMENT AND OPERATION OF A HOTEL GENERALLY NORTHEAST OF HENDERSON AVENUE AND PROSPECT STREET

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of March 3, 2020, conducted a public hearing to consider Conditional Use Permit (PRC 2019-035-C) to allow the development and operation of a hotel located on Henderson Avenue, east of Prospect Street; and

WHEREAS: On January 29, 2020, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to the special situations clause identified in Section 15183 that applies for projects evaluated under a previous Environmental Impact Report and where the project is consistent with the General Plan and Zoning; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. Approval of the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CR (Retail Centers). The CR designation is intended to provide areas for regional shopping centers, located at major circulation intersections. The proposed hotel is an allowable use subject to approval of a conditional use permit, and would suit the purpose of the zone designation. The hotel also supports the General Plan economic development guiding policies to foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.

2. The proposed location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance, and with any other applicable plan adopted by the City Council.

The project location is properly zoned and the land use designation in the General Plan is consistent with the proposed use. Due to the nature of the subject site, with very little frontage on a major street, the proposed hotel is uniquely appropriate to complete the development of the major commercial center. The proposed size, at approximately 63,108 square feet, results in a floor area ratio of 0.50, which is the maximum allowed in this zone district. The project is designed in such a manner that it orients both toward Prospect Street

and toward Henderson Avenue, with the main entrance on the western façade of the building. The proposed aesthetic of the hotel is consistent with recent development in this area to continue a comprehensive design style. Although the proposed hotel includes four stories, the height of the structure is within the maximum allowable in the zone. No alcohol sales are proposed with the facility, and would not be served on site; any modification to this operating characteristic in the future would require a modification to the CUP. The proposed plans represent that the project would be constructed in a manner consistent with the Development Ordinance and all applicable standards and regulations. Building permits shall assure that expectation.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2019-035-C) subject to the following conditions:

1. At all times the facility shall be operated and maintained to comply with State Laws, the City of Porterville Zoning Ordinance, adopted Building Codes and all other applicable laws and ordinances.
2. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
3. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if not actively pursued. The City Council may approve a one-year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
4. The project shall require a masonry block wall along the northerly property boundary in compliance with Section 300.03 (Fencing) and 300.10(e).
5. Sidewalk patterns shall be modified to meet updated commercial standards along Henderson Avenue.
6. The proposed property requires two points of ingress and egress, and a minimum width of 26 feet is required for emergency access. An access shall be improved from Prospect Street as well as the proposed access from Henderson Avenue. Because all access points are shared with separate parcels, such access agreements shall be recorded prior to issuance of a building permit. Easements shall be in place that allow for mutual ingress, egress, and maintenance of the parking lot.

Access to the proposed project requires property acquisition and/or agreements and improvements at/from Henderson Avenue and Prospect Street as follows:

Henderson Avenue:

- Must acquire additional property from west property owner to combine with subject property to allow for a sufficient width driveway at Henderson Avenue. Due to the proximity of the adjacent (Burger King) drive-thru exit driveway, an agreement with east property owner must be secured as the proposed hotel driveway requires that the west Burger King driveway be removed and drive-thru exit access is blocked along the new major drive. Modifications to the Henderson Avenue median island may occur at a future date at the request of future developers, or at the discretion of the City Engineer.
- Pedestrian access from the public sidewalk along Henderson Avenue to the project site and to the edges of the property to the east and west, meeting up with planned future development, is required.

Prospect Street:

- Secondary vehicular access is required from Prospect Street to the west property line of the subject property in the event that the current development (Porter's Crossing Phase II) does not follow through with their project.
 - Pedestrian access from the public sidewalk along Prospect Street (or termination of pedestrian path created by westerly project (Porter's Crossing Phase II) to the hotel site and to the edges of the property for future development is required.
 - If a left turn land from southbound Prospect Street is desired, a median island design modification must be submitted for evaluation. This is not a requirement for development, but at such time as this traffic pattern is desired, a modification to the CUP will be considered.
7. The developer/applicant shall provide a site plan that illustrates truck-turning movements within the parking lot, where applicable. The site plan shall be approved prior to issuance of a building permit; this requirement include, but is not limited to, refuse trucks.
 8. 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 pay the City for dust control inspection. Inspection fees will be calculated based on the Engineer's Estimate of reasonable cost of the grading project.
 9. All Best Management Practices shall be implemented.
 10. The developer/applicant shall install a triple refuse container enclosure that will accommodate solid waste, organic waste, and recyclable materials removal or collection according to City Standards.

11. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc. A right of way dedication of six feet (6') is required along Henderson Avenue to accommodate a pattern of an eight foot (8') landscaped parkway and an eight foot (8') sidewalk.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 3, 2020

- SUBJECT:** Consideration of a Conditional Use Permit for Greg's Hula Towing
- SOURCE:** Community Development
- BACKGROUND:** In December 2019, staff received an inquiry about relocation of a towing and impound business from one location to another. At that time, towing and impound yards were not an allowed use in the CG (General and Service Commercial) zone district. The business owner worked through the process of requesting a text amendment to the Development Ordinance, and at its meeting of January 21, 2020, the City Council approved an amendment to allow towing and impound yards in the CG zone district with a Conditional Use Permit (CUP); this amendment had second reading on February 3, and will become effective on March 5.
- COMMENT:** The site of the proposed relocation is 1432 West Olive Avenue. The subject site has numerous tenant spaces, and the offices of the towing and impound yard would be based in one of the tenant spaces in an existing structure, where the impound yard would utilize the back half of the subject parcel—approximately 30,000 square feet. In February, the applicant met again with staff to prepare for the processing of the CUP needed to relocate to the new site. Conditions were established as required by the Development Ordinance Amendment, as well as conditions to assure the public health, safety, and welfare.
- ANALYSIS:** The requested CUP for a towing and impound yard is consistent with the Development Ordinance as it will read on March 5, 2020. As such, the draft Resolution is proposed to become effective on March 5. As noted in the report when staff presented the Code amendment, this use is not unlike existing and allowed uses elsewhere in the CG zone district, and is not projected to cause a negative impact on the surrounding tenants or community. A specific limitation according to Table 203.02 of the Porterville Development Ordinance is that caretaker units shall not be allowed unless explicitly addressed in the CUP. Staff has confirmed with the applicant that no such units are included in the application.
- ENVIRONMENTAL REVIEW:** On February 20, 2020, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act as a Class 1, Existing Facilities, exemption.

RECOMMENDATION: That the City Council approve the draft Resolution approving Conditional Use Permit 2020-003-C to authorize the use of a portion of the parcel identified as 1432 West Olive Avenue for a towing and impound yard.

ATTACHMENTS: 1. Locator Map
2. Draft Resolution

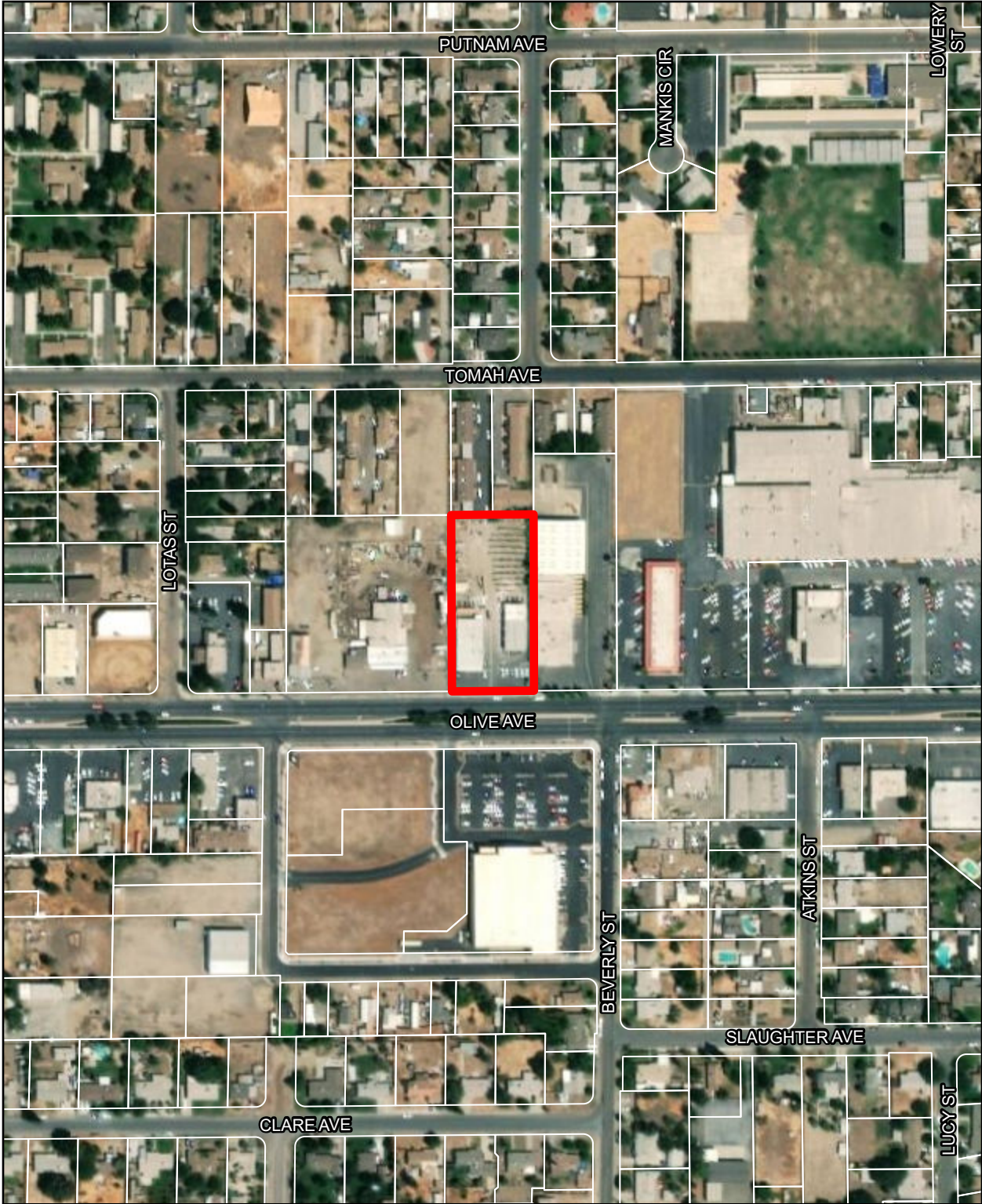
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

**Locator Map
PRC 2020-003**



**CUP for towing
@ 1432 W Olive**

 Project Location

1 in = 300 feet



RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF A CONDITIONAL USE
PERMIT (PRC 2020-003-C) TO ALLOW THE USE OF A TOWING AND IMPOUND YARD
AT 1432 WEST OLIVE AVENUE

WHEREAS: The City Council of the City of Porterville, at its regularly scheduled meeting of March 3, 2020, conducted a public hearing to consider Conditional Use Permit 2020-003-C, to allow the use of a towing and impound yard at 1432 W. Olive Avenue; and

WHEREAS: The City Council of the City of Porterville requires the review and approval of a Conditional Use Permit to allow towing and impound yards in the CG (General and Service Commercial) Zone District; and

WHEREAS: On February 20, 2020, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act, as a Class 1 exemption, for existing facilities, pursuant to Section 15301 of the California Code of Regulation (CEQA Guidelines); and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties relative to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

The subject site is consistent with the CG zoning district and General Plan policies that support the economic development of the City's commercial districts. The use will be compatible with existing buildings and surrounding tenants and supports the General Plan Land Use Implementation Policies.

2. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance and with any other applicable plan adopted by the City Council.

The office elements of the proposed business will be located within an existing building and the project is conditioned to minimize and mitigate any effects associated with outdoor uses. The proposed business is consistent with adjacent land uses and with the purposes of the district. Conditions of approval are included herein to ensure that the establishment operates in a manner that will preserve the public health, safety and welfare of the properties in the vicinity.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2020-003-C) subject to the following conditions:

1. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
2. Hours of operation for the towing and impound functions may be 24 hours per day, seven days per week, but office hours will be limited to 7 am to 7 pm, seven days per week.
3. Upon approval of the conditional use permit, any future violations of regulations of the codes pertaining to the conditions of the facility, and/or excessive service calls by the Police Department may result in revocation of the use permit.
4. At all times the facility shall be operated and maintained to comply with State Laws, the City of Porterville Zoning Ordinance, adopted Building Codes and all other applicable laws and ordinances.
5. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if not actively pursued. The City Council may approve a one-year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
6. The applicant shall adhere to the Porterville Development Ordinance.
7. The project shall require a masonry block wall along the northerly property boundary in compliance with Section 300.03 (Fencing) and 300.10(e).
8. Pursuant to Section 300.09 (Outdoor Storage) must adhere to the following:
 - a. Permitted Locations. General and Service Commercial; Not permitted in front or street facing side yards. Permitted in interior side and rear yards, or outside of required yards, subject to the standards of this section.
 - b. Screening. Screening of outdoor storage areas shall comply with the following standards:
 1. Outdoor storage areas shall be screened so as not to be visible from any public street or freeway; residential district; or publicly accessible open space area, parking area, access driveway, or similar thoroughfare.
 2. Screening walls and fences shall be architecturally compatible with the main structure on the site and shall not have barbed wire or razor wire visible from any street or public access.
 3. No screening wall or fence shall be located within a required landscape planter along the street frontage.
 4. If located on a lot line or in a required yard, screening walls and fences shall not exceed the maximum fence height in required yards; in other areas, they shall not exceed eight feet (8') in height, unless otherwise approved by the

zoning administrator to adequately screen material. No stored goods may exceed the height of the screening wall or fence.

c. Surfacing:

1. Outdoor storage areas shall be paved. This requirement does not apply to outdoor storage associated with a permitted agricultural use.
2. A waiver or exception may be granted to allow outdoor storage of nonhazardous materials on other surfacing only if the following findings can be made:
 - a) The proposed surfacing is appropriate, as determined by the city engineer, to the type of product displayed; and
 - b) The proposed surfacing will conform to all applicable federal and state air and water quality standards. (Ord. 1801, 12-3-2013)

9. The project shall be required to comply with Section 300.10 (Screening), with particular attention to the screening of parking areas and fencing.

10. All signage shall comply with the Development Ordinance.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Consideration of Appointment to the Animal Control Commission

SOURCE: Administrative Services

COMMENT: As the City Council is aware, there is currently one (1) vacancy on the Animal Control Commission, with a term to expire in September 2020. Staff has received a Request for Appointment from Mr. Art Duron, which is attached for the Council's consideration.

Staff has received no additional requests for appointment to the Animal Control Commission, but will continue to advertise and solicit applications from interested individuals.

RECOMMENDATION: That the City Council consider the appointment request of Mr. Art Duron to serve on the Animal Control Commission to a term expiring in September of 2020.

ATTACHMENTS: 1. Request for Appointment - Duron

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

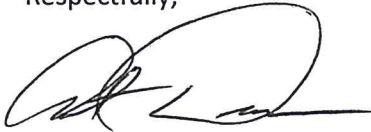
January 14, 2020

To Whom It May Concern;

I am applying along with resume regarding my interest in becoming a member of the Porterville Animal Control Commission. I am a supporter of Porterville Animal Control and animals in my town. Pets need people helping them as they cannot speak for themselves.

I appreciate being considered and am looking forward to serving my community in this capacity. Thank you for your time.

Respectfully,

A handwritten signature in black ink, appearing to read 'Art Duron', with a large, stylized loop at the end.

Art Duron

A small, stylized blue handwritten mark or signature in the bottom right corner of the page.



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



JAN 14 2019

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: ART DURON
(Please Print)

Appointment to: PORTERVILLE ANIMAL CONTROL COMMISSION
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]

PORTERVILLE CA. 93257

Mailing Address: _____

Name of Business: _____

☐ Own

☐ Operate

Business Address: _____

Telephone: Home [REDACTED]

Work [REDACTED]

FAX _____

E-mail [REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

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

SEE ATTACHED RESUME

Please tell us why you are interested in this position.

WANT TO BE INVOLVED IN HELPING AND SUPPORTING
PORTERVILLE ANIMAL CONTROL AND THE PETS OF MY
COMMUNITY.

☒ Resume attached

☒ Letter of request attached

Submitted By: 

1/14/2020
Date

Received by: _____

Forwarded to: City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____

Art Duron

Porterville, Ca. 93257

Goal: To be appointed as a member of the Porterville Animal Control Commission. I have actively participated in volunteering for spay/neuter clinics and adoption events. I have also volunteered at the Porterville Animal Shelter.

Relevant Employment Experience:

PATH Lead Outreach-August 2016 to Current

Kings View Corporation

Conduct street outreach to chronically homeless and mentally ill people, linking them to resources and transporting to necessary appointments. I also go out in the community with law enforcement to assist the homeless with their needs and concerns. This also involves pets that the homeless have as their companions, assist with food, leashes, referrals to appointments for spay/neuter and vaccinations.

Education:

Citizen's Police Academy-Porterville Police Department- August 2018

GED-US Army, Military Service with Honorable Discharge January 1981-January 1988

References:

Kathy Guinn, Animal Control Commission Member,

Traci Martinez, Administrative Specialist, Kings View,

Shannon Amos, Registered Nurse, SVMC,



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Continuation of the New Porterville Rescue Mission Conditional Use Permit Annual Review

SOURCE: Community Development

COMMENT: At its meeting on June 18, 2019, the City Council adopted Resolution 43-2019, approving Conditional Use Permit 2018-041-C for the New Porterville Rescue Mission (Mission) to allow for a Social Services Facility located at 30 S. A Street. As outlined in Resolution in 43-2019, Condition #1, and in compliance with Porterville Municipal Code Chapter 21, Section 301.09, "Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, restrooms and refuse containers; sufficient patron seating facilities for dining; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas." To meet these requirements, the Mission was to continue to work on site improvements, and stay in touch with staff until all items have been completed.

On February 12, 2020, staff met with representatives from the Mission to receive a timeline of the above noted improvements as well as a list of the current Board of Directors (attachments 1 and 2). The Plan of Action identified by the Mission outlines: a complete set of tenant improvement plans within 2-4 weeks, followed by Title 24 plans with a timeline of 2-4 weeks; after which the plans would be submitted to the City building division for a permit; culminating in approval of the permit and issuance of permit. While staff appreciates the aggressive timeline, experience has shown that permits frequently require more than one submittal and subsequent resubmittal. With diligence, a realistic timeline would therefore be three (3) to six (6) months until issuance.

A discussion followed regarding construction timeframe. It is anticipated by the construction project manager that the physical interior improvements would take eight (8) to ten (10) weeks for the interior reconstruction. At the time of construction, those in the dormitory would be displaced. The Mission is requesting that during the construction timeframe that a fire rated event tent be utilized to temporarily house those displaced by the construction.

As stated in the Conditional Use Permit, staff is to provide Council with an update every six (6) months. Staff would propose that the interior remodel permit be ready for issuance by the July 21, 2020, update report. In the meantime, the Mission proposes to complete the exterior ADA accessibility issues, as well as develop a landscaping plan to provide effective screening (planting to be during a season most likely to ensure plant survival).

RECOMMENDATION: That the City Council provide direction regarding this report.

ATTACHMENTS: 1. Mission Contact List
 2. Mission Plan of Action

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Chief Executive Officer

Esther Ramirez
(559)350-9002

Secretary

Rick Amaya
(559)361-9150

Chief Financial Officer

Vacant

Board Member

Cynthia Daly
(559)853-9013

Director

Esther Ramirez

Case Manager

Tracy Parks

Court Advocate

Michelle McCarthy

Kitchen Assistant

Roy Loveall



P.O. Box 2041

Porterville, CA, 93257

Business office (559)782-6379

Email: rescuemission1957@gmail.com

"Conquering hopelessness and despair...one heart at a time"

EIN # 77-0577629

501C-3 # 2353951

Supporter References

Danae Hartsell

559-360 5518

Fred Beltran

559 719 7527

James McFarlin

559 781-3340

Assistant Director

Donovan January

Johnny Ramirez

Program Overseer

Program Advocate

Delbert Teddleton

Groundskeeper

Randy Barnes



P.O. Box 2041
Porterville, CA, 93257
Business office (559)782-6379
Email: rescuemission1957@gmail.com

"Conquering hopelessness and despair...one heart at a time"

PLAN OF ACTION

THE NEW PORTERVILLE RESCUE MISSION

30 S. "A" ST; PORTERVILLE, CA. 93257

- PLAN COMPLETION BY DENNIS TOWNSEND 2-4 WEEKS.
- TITLE 24 COMPLETION 2-4 WEEKS.
- PLAN SUBMISSION APPROXIMATELY 4-6 WEEKS.
- UPON APPROVAL, PERMITS WILL BE PULLED.
- DARIN GARRETT, OWNER OF ELAVATED ENERGY AND CONSTRUCTION, WILL BE ASSISTING WITH ORGANIZATION OF CONSTRUCTION. Darin Garrett (559)310-3564.



CITY COUNCIL AGENDA – MARCH 3, 2020

SUBJECT: Local Volunteer Community Cleanup Policy and Procedures

SOURCE: City Manager's Office

COMMENT: The collection of debris and refuse on both public and private properties across the city is an issue of significant attention and significance. City staff in the Parks & Leisure Services and Public Works Departments are generally responsible for maintaining City property and rights-of-way in a clean and orderly manner. The city of Porterville is comprised of approximately 19 square miles, including over 200 miles of roadway and over 300 acres of developed parks and trails/parkways, making the keeping of the City's property free of debris and refuse a continuous challenge. Community volunteer efforts of maintaining and beautifying the City's properties in collaboration with the City are tremendously beneficial, most recently demonstrated in the partnership with the Tule River Parkway Association on the Native Plant Demonstration Gardens project along the Tule River Parkway.

The maintaining of private property is legally the responsibility of the property owner, and generally the City enforces the keeping and maintaining of private property through Code Enforcement compliance. The California Constitution prohibits public agencies from making a gift of public funds to the benefit of a private interest without adequate consideration commensurate to the public purpose, thus limiting the use of City resources to the value of the public benefit. In addition, only the agency's legislative body (City Council) can make the finding of public benefit, not City staff or an individual Member of Council. Given the City's legal limitations of its resources, volunteer community cleanup efforts are instrumental in the community's overall beautification and cleanliness.

As determined by the City Council, City staff and equipment resources have been authorized to assist volunteer cleanup efforts of private property, most recently with the 2017 Leadership Porterville Class and its organized community cleanup project, which allowed City staff and equipment to assist in the transport and disposal of volunteer collected debris and refuse. Most importantly, the prior authorization and coordination with the City ensured the event's success. Recently, local individuals have been independently clearing debris on both private and public rights-of-way and requesting the City to assist in the pickup and disposal of the collected debris.

In review of agency policies addressing community volunteer cleanup activities, staff became aware of the County of Monterey guidelines, which address and

provide helpful volunteer preparedness for a cleanup event (e.g. Obtain Permission to enter Private Property, Cleanup Supplies, etc), as well as demonstrates the public agency's support for the volunteer cleanup activity (Waste Disposal Coupons).

RECOMMENDATION: That the City Council consider potential policies and procedures in collaboration with local volunteer community cleanup efforts, and provide direction accordingly.

ATTACHMENTS: 1. California Constitution: Article 16, Section 6
 2. County of Monterey Community Cleanup Guidelines

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CONSTITUTION OF THE STATE OF CALIFORNIA

ARTICLE XVI PUBLIC FINANCE

Section 6

SEC. 6. The Legislature shall have no power to give or to lend, or to authorize the giving or lending, of the credit of the State, or of any county, city and county, city, township or other political corporation or subdivision of the State now existing, or that may be hereafter established, in aid of or to any person, association, or corporation, whether municipal or otherwise, or to pledge the credit thereof, in any manner whatever, for the payment of the liabilities of any individual, association, municipal or other corporation whatever; nor shall it have power to make any gift or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever; provided, that nothing in this section shall prevent the Legislature granting aid pursuant to Section 3 of Article XVI; and it shall not have power to authorize the State, or any political subdivision thereof, to subscribe for stock, or to become a stockholder in any corporation whatever; provided, further, that irrigation districts for the purpose of acquiring the control of any entire international water system necessary for its use and purposes, a part of which is situated in the United States, and a part thereof in a foreign country, may in the manner authorized by law, acquire the stock of any foreign corporation which is the owner of, or which holds the title to the part of such system situated in a foreign country; provided, further, that irrigation districts for the purpose of acquiring water and water rights and other property necessary for their uses and purposes, may acquire and hold the stock of corporations, domestic or foreign, owning waters, water rights, canals, waterworks, franchises or concessions subject to the same obligations and liabilities as are imposed by law upon all other stockholders in such corporation; and

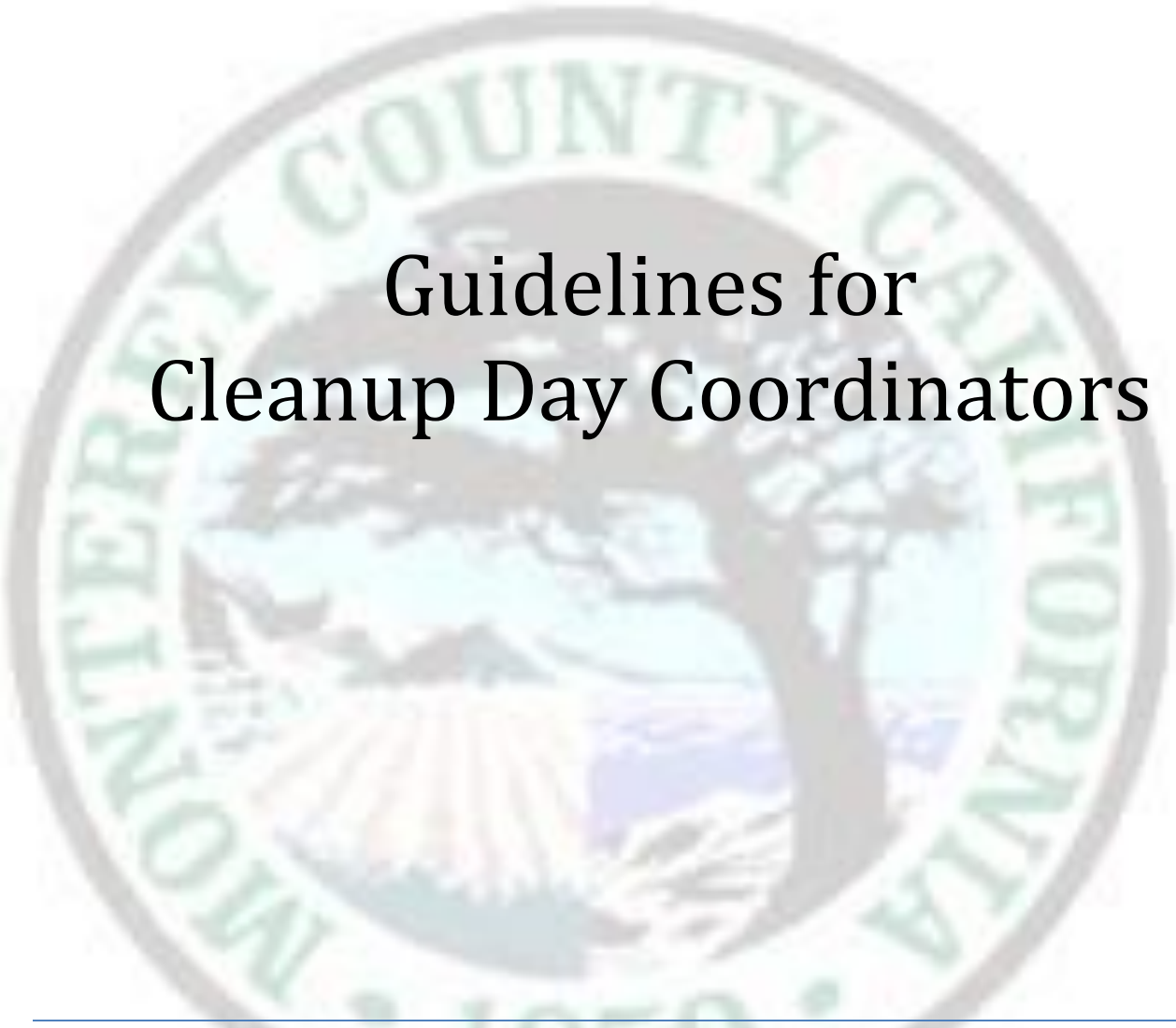
Provided, further, that this section shall not prohibit any county, city and county, city, township, or other political corporation or subdivision of the State from joining with other such agencies in providing for the payment of workers' compensation, unemployment compensation, tort liability, or public liability losses incurred by such agencies, by entry into an insurance pooling arrangement under a joint exercise of powers agreement, or by membership in such publicly-owned nonprofit corporation or other public agency as may be authorized by the Legislature; and

Provided, further, that nothing contained in this Constitution shall prohibit the use of state money or credit, in aiding veterans who served in the military or naval service of the United States during the time of war, in the acquisition of, or payments for, (1) farms or homes, or in projects of land settlement or in the development of such farms or homes or land settlement projects for the benefit of such veterans, or (2) any business, land or any interest therein, buildings, supplies, equipment, machinery, or tools, to be used by the veteran in pursuing a gainful occupation; and

Provided, further, that nothing contained in this Constitution shall prohibit the State, or any county, city and county, city, township, or other political corporation or subdivision of the State from providing aid or assistance to persons, if found to be in the public interest, for the purpose of clearing debris, natural materials, and wreckage from privately owned lands and waters deposited thereon or therein during a period of a major disaster or emergency, in either case declared by the President. In such case, the public entity shall be indemnified by the recipient from the award of any claim against the public entity arising from the rendering of such aid or assistance. Such aid or assistance must be eligible for federal reimbursement for the cost thereof.

And provided, still further, that notwithstanding the restrictions contained in this Constitution, the treasurer of any city, county, or city and county shall have power and the duty to make such temporary transfers from the funds in custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any city, county, city and county, district, or other political subdivision whose funds are in custody and are paid out solely through the treasurer's office. Such temporary transfer of funds to any political subdivision shall be made only upon resolution adopted by the governing body of the city, county, or city and county directing the treasurer of such city, county, or city and county to make such temporary transfer. Such temporary transfer of funds to any political subdivision shall not exceed 85 percent of the anticipated revenues accruing to such political subdivision, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the revenues accruing to such political subdivision before any other obligation of such political subdivision is met from such revenue.

(Sec. 6 amended Nov. 2, 1982, by Prop. 8. Res.Ch. 60, 1982.)

The seal of Monterey County, California, is a circular emblem. It features a central illustration of a coastal scene with a large tree on the left, a body of water in the middle, and a sun or moon on the right. The words "MONTEREY COUNTY" are written in a semi-circle at the top, and "CALIFORNIA" is written in a semi-circle at the bottom. The year "1850" is also visible at the bottom.

Guidelines for Cleanup Day Coordinators

*A step by step guide for making a successful
Cleanup Day in your community*

Revised 2018

This guide will provide you with the necessary information to make your cleanup a successful one; from surveying a cleanup site to obtaining permission to enter the property, to obtaining the proper supplies.

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Introduction

The Illegal Dumping Task Force of Monterey County is comprised of Monterey County Departments (Health, Sheriff, Public Works, Water Resources Agency, and Board of Supervisors' Offices), Caltrans-District 5 Transportation Agency of Monterey County, Salinas Valley Solid Waste Authority, Monterey Regional Waste Management District, Republic Services of Salinas, Tri Cities Disposal, Waste Management Inc., Monterey County Farm Bureau Grower-Shipper Association of Central California, Elkhorn Slough Foundation and the Fort Ord Reuse Authority (See Appendix A).

The first Monterey Cleanup held in 2006 and had a total of 6 volunteers. The next year the cleanup grew to over 350 volunteers and in 2012 cleanup day averaged 2000 volunteers. From 2006-2012, 212 tons of trash has been collected throughout the county. That's almost as much as what the Statue of Liberty weighs¹. Our volunteers have helped keep our county looking beautiful. Keeping our county clean is good for our local economy and it's good for the planet too. By keeping the land clean and free of litter we are also keeping our marine neighbors happy and healthy.

The Illegal Dumping Task Force to diminish illegal dumping that threatens human health and safety. Illegal dump sites attract vectors that can transfer diseases and may contain hazardous materials harmful to the environment. The Solid Waste Management Services coordinates countywide Cleanup Day, an annual event that brings community volunteers and county agencies together to cleanup illegal dump sites or litter throughout the Monterey County.

Congratulations on taking the first step towards coordinating your cleanup. With your efforts our beautiful county will remain pristine for generations to come.

• ¹ Total weight of the Statue of Liberty is 225 tons (or 450,000 pounds) , http://statueofliberty.org/Fun_Facts.html

Organizing a Cleanup

The County of Monterey Solid Waste Management Services (SWMS) can assist you in organizing a cleanup day in your community. This guide will outline a step by step process you can follow to make your event a success. SWMS staff can also be contacted directly at TEL (831) 755-4505 to assist you as during your planning stages. Good Luck!

Step 1 – Survey the Cleanup Site

Assess the area being cleaned to estimate the number of volunteers and additional support needed. Obtain prior authorization from the owner if the area is private property. The SWMS can assist cleanup organizer/organization obtain authorization from property owner. When assessing the area note and document the following:

- Amount and types of trash
- Situations requiring special tools or equipment
- Safety concerns
- Hazardous waste (see Appendix B.)
- Estimate of the number of volunteers needed
- Precise location where cleanup will take place
- Take photos of site before cleanup

Step 2 – Organize a Group of Volunteers

Find volunteers in the community that value a clean and healthy environment. Share the information gathered with community members. Emphasize the importance of working together to keep the community clean. Outreach to community businesses and government agencies for additional assistance. After establishing a group of volunteers choose a cleanup date and time. We recommend organizing cleanup's between the months of April through October to avoid rain and cold weather. Consider more than one cleanup attempt if the site being clean is large.

Additional support and resources may be obtained from the Solid Waste Management Services (SWMS). The SWMS requires that all volunteers including organizers sign a release of liability waiver in order to provide the additional support.

Step 3 – Obtain Permission to Enter the Property

Prior to cleanup, permission must be obtained from owner to enter private property. The owner must sign a form prior to cleanup that authorizes entrance into premises. Owners must be willing to sign proper authorization forms for cleanup to be approved. The property owner is not obligated to grant additional cleanup dates if cleanup is not successfully completed in one day.

Monterey County can assist with obtaining owner information and approval. Owner information can be obtained in the Monterey County's assessors' office. Ask for owner cooperation and permission to

cleanup property. Give the owner time to reply to the cleanup request. Notify the County of Monterey, Environmental Health Bureau if cleanup will be held on public or private property.

Step 4 – Assess the Site for Cleanup

Setup an appointment with owner of property to assess the area with the owner. Walk with owner through the area and note any special tools or equipment needed to remove waste. Take photos of site before cleanup and note any safety concerns. Contact a local scrap hauler to get an estimate of trash that will be disposed of.

Estimate the amount of waste that will be collected to ensure the right size dumpster is obtained for the cleanup. Locate an accessible area where the dumpster can be placed and easily removed.

The safety of the volunteers should always be a priority. If cleaning is taking place next to an open road request road closure to ensure the safety of volunteers. Find safe parking areas for volunteers prior to the cleanup.

Step 5 – Secure Waste Disposal Coupon if applicable

Ensure that all waste collected from the cleanup site is properly removed and disposed of. When organizing the cleanup contact the local scrap haulers, landfills, and transfer stations that handle waste on the regular basis. They can provide additional information of proper waste disposal that follow local and state wide regulations.

The County of Monterey, Environmental Health Bureau can assist with the cost of waste disposal. Free disposal coupons are available if you have been a victim of illegal dumping, or if you would like to organize a cleanup event. For additional information on rules and regulations for disposal coupons see Appendix D.

The following page lists the various disposal services available in the County of Monterey:

For disposal or reuse information call **1-800-CLEANUP**. Or visit the website www.1800cleanup.org

You may contact **Monterey County Recycling Services (831) 755-4505**

Please note that only those highlighted in yellow below accept Disposal Coupons

Permitted Disposal Facilities in Monterey County:

- **Johnson Canyon Landfill (HHW)***
31400 Johnson Canyon Road, Gonzalez
(831) 675-2165
Mon-Fri 7AM-4PM, Sat 8AM-4PM
- **Jolon Road Transfer Station**
2654 Jolon Road, King City
(831) 385-6213
Mon-Fri 8M-4PM, Sat 8AM-12PM
- **Sun Street Transfer Station (HHW)***
139 Sun Street, Salinas
(831) 424-5535
Mon-Sat 8AM-5PM
- **Monterey Regional Waste Management District (HHW)***
14201 Del Monte Blvd., Marina
(831) 384-5313
Mon-Fri 6:30AM-5PM, Sat 8AM-4:30PM
- **Salinas Transfer Station**
1120 Madison Lane, Salinas
(831) 754-2500
Mon-Fri 7AM-4PM,
- **Bradley Transfer Station**
Off El Camino-Bradley Road, Bradley
(831) 755-4800
Mon-Fri 7AM-4PM, Sat 8AM-4PM
- **Carmel Valley Transfer Station**
9 Pilot Road, Carmel Road, Carmel Valley
(831) 384-5000
Fri-Sat 8AM-3PM
- **San Ardo Transfer Station**
Cattleman Road, San Ardo
(831) 755- 4800
Sat-Sun 8AM-5PM

** (HHW) Indicates site accepts Household Hazardous Waste (e.g. Paint, batteries, oil) call site for details.*

Step 6 – Obtain Cleanup Supplies

Seek donations from volunteers and local businesses to assist with cleanup efforts. You may be able to borrow some of the supplies from SWMS. Consider having the following supplies available at cleanup site:

- Heavy duty work gloves – These gloves will protect from broken glass, sharp objects, grime, and weeds,
- Non-Latex gloves- Ideal for wet and muddy cleanup areas.
- Hand Sanitizer- Sanitizer should be available for anyone volunteering at the site.
- Safety vest- Makes volunteers visible and identifiable to the public.
- Safety signs- Signs that direct vehicles entering the cleanup site. Safety signs that make the public aware of hazards.
- First aid kit- In case of a minor injury a first aid kit should be available at site.
- Cell phone- In case of any unforeseen event a phone should be available to communicate with emergency services.
- Shovel, rake, and pitchfork- Facilitates the cleanup of broken items such as glass and drywall.
- Ropes and straps- Useful for pulling and tying large items.
- Buckets- Facilitates the transportation of broken items and reduces the amount of plastic bags used.
- Large trash bags- The ideal trash bag should be sturdy and holds more than 30 lbs.
- Caution tape- Ideal for marking restricted and dangerous areas.
- Water bottles for volunteers.

Step 7 – The Day of the Cleanup

Pre Cleanup Responsibilities

- Put up signs around the cleanup site.
- Mark restricted or hazardous areas with caution tape.
- Identify and mark loading areas.
- Assign job duties to volunteers according to their capabilities.
- Identify trash, recyclables, and hazardous materials prior to cleanup.
- Make sure all volunteers sign release of liability waiver (see Appendix E).
- Review cleanup strategy with volunteers.
- Answer any questions from volunteers regarding cleanup strategy.
- Make sure all volunteers sign-in (see Appendix G).
- Inform volunteers where first aid kit, cell phone, waters, and other items are located.
- If minors are volunteering parents must sign Guardian's release of liability form (see Appendix F).
- Distribute safety vest, gloves, and trash bags or buckets.

Cleanup Wrap-up

- Wrap-up cleanup event on time.
- Gather volunteers and thank them.
- Verify that volunteers vacate site, if working on private property.
- Account for all volunteers, if working on public property
- Announce if additional cleaning dates will be necessary.

- Collect signs and supplies.
- Inspect for any stray items.
- Take pictures of area after cleanup.

Step 8 – Post Cleanup

The following should be done post cleanup

- Verify that the waste has been hauled or picked up from site.
- Return any supplies borrowed.
- Keep information of volunteers for future cleanup events.
- Thank donors and volunteers for their support and help.

Appendices

Appendix A: Illegal Dumping Task Force Members Contact Information

Monterey County Departments & Offices

Environmental Health Bureau

1270 Natividad Road, Salinas, CA 93906 (831)755-4505

MTYHD.org - Environmental Health Services

Sheriff

1414 Natividad Road, Salinas, Ca 93906 (831)755-3700

<http://www.co.monterey.ca.us/sheriff/Default.htm>

Public Works

168 W. Alisal Street, 2nd Floor, Salinas, CA 93901 (831) 755-4800

www.co.monterey.ca.us/publicworks/

Water Resources Agency

896 Blanco Circle, Salinas, CA (831) 755-4860

www.mcwra.co.monterey.ca.us

Board of Supervisors' Offices

District 1: Luis Alejo

168 W. Alisal, 2nd Floor, Salinas CA 93901 (831)755-5011

<http://www.co.monterey.ca.us/cob/supervisor.htm>

District 2: John M. Phillips

11140 Speegle Street, Castroville, CA 95012 (831)755-5022

<http://www.co.monterey.ca.us/cob/supervisor.htm>

District 3: Simon Salinas

168 W. Alisal Street, 3rd Floor, Salinas CA 93901 (831) 755-5033

2nd Office: 522 N. 2nd Street, P.O Box 946, King City, CA 93930 (831)385-8333

<http://www.co.monterey.ca.us/cob/supervisor.htm>

District 4: Jane Parker

2616 1st Ave., Marina, CA 93933 (831) 883-7570

<http://www.co.monterey.ca.us/cob/supervisor.htm>

District 5: Mary Adams

1200 Aguajito Road, Suite 1, Monterey, CA 93940

<http://www.in.co.monterey.ca.us/cob/supervisor.htm>

Caltrans-District 5

50 Higuera Street, San Luis Obispo, CA 93401 (831)372-0862

<http://www.dot.ca.gov/dist05/>

Transportation Agency of Monterey County

55-B Plaza Circle Salinas, CA 93901 (831) 775-0903

<http://www.tamcmonterey.org>

Salinas Valley Solid Waste Authority

128 Sun Street, Salinas, CA 93901 (831)775-3000

www.svswwa.org

Monterey Regional Waste Management District

14201 Del Monte Blvd, Marina, CA 93933 (831)384-5313

www.mrwmd.org

Republic Services of Salinas

271 Rianda Street, Salinas, CA 93901 (831) 775-3850

www.bfi-salinas.com

Tri Cities Disposal

(888)678-6798l

www.svswwa.org/curbside_tricities.cfm

Waste Management Inc.

11240 Commercial Parkway, Castroville, CA 95012 1-800-321-8226

<http://www.wm.com/locator.jsp>

Monterey County Farm Bureau

931 Blanco Circle Salinas, CA 93901 (831) 751-3100

www.montereycountyfarmbureau.org

Grower-Shipper Association of Central California

512 Pajaro Street, P.O Box 828, Salinas, CA 93902 (831) 422-8844

www.growershipper.com

Elkhorn Slough Foundation

1700 Elkhorn Road, Watsonville, CA 95076 (831) 728-5939

www.elkhornslough.org

Fort Ord Reuse Authority

920 2nd Ave., Suite A, Marina, CA 93933 (831) 883-3672

www.fora.org

What do I do if I find Hazardous Waste?

Common items considered Hazardous Waste:

- Antifreeze
- Pesticides
- Motor oil and filters
- Paint & thinners
- Cleaners and chemicals
- Aerosol Cans
- TV's, computers
- Monitors, cell phones, etc.
- Fluorescent tubes/bulbs
- Syringes
- Needles
- Razors
- Flammable products such as propane tanks
- Batteries
- Drug lab waste
- Animal Carcasses

If the items pose an immediate hazard (i.e. containers are broken, leaking or venting) call 911.

If the above items do not pose an immediate hazard, please note the position with the appropriate marker and notify your Coordinator (see reverse for contact number)



Monterey County Department of Health
Bureau of Environmental Health
1270 Natividad Road
Salinas, CA 93906
(831) 755- 4505

Items of Concern

ITEM	LEAVE IT	LEAVE IT AND CALL MONTEREY COUNTY ENVIRONMENTAL HEALTH BUREAU DURING BUSINESS HOURS*	LEAVE IT AND CALL ENVIRONMENTAL HEALTH BUREAU DURING THAT DAY **	LEAVE IT AND CALL 911 IMMEDIATELY ***
Miscellaneous Items				
Broken glass	X			
Any item that you cannot identify and suspect may be hazardous			X	
Hazardous Substances				
Spills of liquid or powdery substances			X	
Fuels		X if securely contained	X if open or leaking	
Motor oils, transmission fluids, petroleum products		X if securely contained	X if open or leaking	
Antifreeze		X if securely contained	X if open or leaking	
Batteries		X if securely contained	X if open or leaking	
Flares		X		
Paints		X if securely contained	X if open or leaking	
Aerosol cans (that are not empty)		X		
Human urine, feces, bloody waste (gauze, etc.)		X if securely contained	X if open or leaking	
Syringes, labeled medicines (aspirin, prescription drugs, etc.)		X		
Animal carcasses		X		
Extremely Hazardous Items /Possible Crime-Scene Evidence				
Bloody items that may be crime-scene evidence				X
Explosives, possible bombs (capped pipes, wrapped packages, etc.)				X
Weapons (guns, knives, etc.), unspent ammunition				X
Items with hazardous material labels (see examples below)				X
Unlabeled medicines, marijuana, drug paraphernalia				X
Animals that may have been poached				X

A Few Examples of Hazardous Materials Labels



* Report these items to the Monterey County Environmental Health Bureau on the next working day, during normal business hours.

** Report these items to Monterey County Environmental Health Bureau on that day.

***Call 911 immediately and follow their instructions

A Few Examples of Biohazardous Waste Labels



*Charts adapted from Caltrans' "Bag It, Move It, or Leave It?" handout

Appendix C: Sample Disposal Coupon



Monterey County Illegal Dumping and Litter Abatement Task Force



ENVIRONMENTAL HEALTH

NOV 30 2012

SOLID WASTE/RECYCLING

DISPOSAL COUPON

Coupon Number:

**Valid for 15 days
from date of issue**

This Coupon authorizes the **free disposal of materials collected and delivered** to the Monterey Peninsula Landfill (Marina), Johnson Canyon Landfill (Gonzales), Sun St. Transfer Station (Salinas), or Jolon Road Transfer Station (King City) during normal facility operating hours. **The coupon is valid for one load only.**

Name/Organization: _____

Estimated Date of Clean-up: _____ Estimated Tonnage: _____ Ton

Description of Waste: _____

Location of Clean-up: _____

Anticipated Disposal Site: _____

Other Coupon #(s) Issued for Site/Event Clean-up: _____

To Be Completed By Scalehouse

Location of Disposal: _____ Date Redeemed: _____

Total Quantity of:

Tires (limit 9/load): _____ TV's /Monitors: _____ Mattresses: _____

Paints/Chemicals: _____ Refrigerators: _____ Appliances: _____

CRV material (CA redemption value): _____

Other recyclables: _____

Total Tonnage: _____ **Total Cost:** _____

**Please ensure reverse side is completed prior to accepting disposal coupon*

***Please mail completed coupon to: Monterey County Environmental Health- SWMS/RRRS
1270 Natividad Road, Salinas, CA 93906*

Environmental Health Staff: _____

Signature: _____ Issue Date: _____

Appendix D: Disposal Coupon Program Rules

The Monterey County Health Department- Bureau of Environmental Health, the Monterey Regional Waste Management District, and/or the Salinas Valley Solid Waste Authority reserve the right to refuse acceptance of this coupon at any time.

Monterey County Illegal Dumping and Litter Abatement Task Force

Disposal Coupon Program

The below rules and regulations are excerpts from the full Standard Operating Procedures (SOP) for the Disposal Coupon Program. These excerpts pertain specifically to event/organization qualifications and recipient responsibilities. To obtain a copy of the full SOP, please contact the Environmental Health Staff listed on the other side of this page.

Program Rules

- Coupons can only be used for the following purposes:
 - Public area community clean up events organized by non-profit organizations
 - Illegal dump sites verified by MCEHB
- Each coupon may only be used for one (1) pickup truck/car load or trailer.
- Coupons expire 15 days after date of issue.
- Coupon recipients are limited to a maximum of 2 coupons per clean up site/event.
- Disposal coupon(s) may be issued to a particular location only once per year (organizations can conduct multiple clean-up events but the same site can only receive coupon(s) one time per year).
- All coupon recipients must abide by any applicable flow control provisions of the respective solid waste Joint Power Agencies (JPA).
- All coupon recipients must not infringe upon the franchise rights of any solid waste hauler.
- Disposal coupons are not redeemable by franchise waste haulers or other commercial haulers.
- Areas served by the "Adopt-A-Highway" or "Adopt-A-Road" are not eligible for disposal coupon(s).

Recipient responsibilities

- Recipients of disposal coupons must redeem coupon(s) at scale houses
 - Recipients must adhere to covering/tarping requirements.
 - Recipients must complete the back side of the disposal coupon form including:
 - Signature of authorized representative accepting provisions of legal statement
 - Printed name of individual or organization
 - Address of individual or organization
 - Contact name of individual or organization
 - Phone number, including area code, of contact
 - Identification information, either driver's license or other government issued, of contact
 - License plate number of vehicle used to transport waste to disposal site
- Recipient must surrender coupon to scale house attendant at time of redemption

LEGAL STATEMENT: *I/We certify that this disposal coupon has been redeemed in accordance with all rules and regulations listed above as well as all policies and procedures governing the Disposal Coupon Program not listed. If it is determined by the Monterey County Health Department- Bureau of Environmental Health that this coupon has been redeemed under pretenses not in line with the Disposal Coupon Program, I/We, by signing below, accept full financial responsibility for reimbursing the respective solid waste Joint Power Agency (JPA) for any or all disposal costs associated with improper redemption of this coupon.*

Signature of Authorized Representative: _____

Name of Individual or Organization: _____

(print)

Address: _____

(street number)

(city)

(state)

(ZIP)

Contact Person: _____

(name)

Phone #: () -

(area code)

(number)

ID #: _____

(driver's license or other government issued identification)

License Plate #: _____

(state and #)

Appendix E: Sample Release of Liability Form

Community Cleanup Event

Date: _____, 20____

Place: _____

Hold Harmless & Release Agreement

With full knowledge, comprehension and understanding I voluntarily accept and assume all risk involved in the participation in this community cleanup event on [date_____, place _____]. In consideration of our respective acceptance of my participation, I do hereby hold harmless and release and forever discharge the COUNTY OF MONTEREY, its supervisors, officers, employees, agents, volunteers and event participants connected with community cleanup event activities, from all liabilities arising from any and all injuries or any damages whatsoever.

Name of Participant

Date

Signature

Date

Emergency Contact

Phone Number

Appendix F: Sample Guardian's Release of Liability Form

Community Cleanup Event

Date: _____, 20__

Place: _____

Guardian's Release and Hold Harmless Agreement

In consideration of being allowed to participate in the community cleanup program and/or permitted to enter for any purpose any restricted area (defined as any area where admittance to the general public is prohibited) I, _____, the parent(s) and/or legal guardian(s) of the minor named below, agree to assume all risk of any kind of injury or damage my child, _____, may receive or sustain as a result of participation, including property loss, property damage, personal injury or death.

By my signature below, I acknowledge my understanding of this Release and Hold Harmless and Agreement agree and confirm that:

1. As the parent(s) and/or legal guardian(s), it is my responsibility to instruct the minor participant if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate.
2. The above-named minor may, during the course of the program participate in the following activities; fundamental cleaning, sweeping, picking up, painting, washing, trash disposal, lifting, pulling, walking, bending, general improvements of grounds, grass, shrubs, sand, gravel, walls, signs buildings, pavement etc.
3. I grant permission for the above-named minor to receive medical treatment for any injuries and illnesses sustained or experienced during his/her participation in community cleanup program activities, included but not limited to emergency first aid, emergency transport to a medical facility, and emergency treatment by medical personnel onsite or at a medial facility.

I KNOWINGLY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND HEREBY RELEASE INDEMNIFY, AND HOLD HARMLESS, FOR MYSELF, THE ABOVE NAMED MIONR AND OUR HEIRS, ASSIGNS AND NEXT OF KIN, THE COUNTY OF MONTEREY AND EACH OF THEIR SUPERVISORS, DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES AND VOLUNTEERS WITH RESPECT TO ANY AND ALL INJURY, DISABLIITY, DEATH, OR LOSS OR DAMAGE , WHETHER ARASING FROM THE NEGLIGENCE OF THE RELEASE OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I/We have read, understand and agree to the above:

Name of Minor

(Date)

Parent(s) and/or Legal Guardian(s) of above Minor

(Date)

Emergency Contact

Phone Number

Appendix G: Sample Volunteer Sign-In Sheet

Event: _____ Date: _____ Coordinator: _____ Event Hours: _____

MONTEREY COUNTY SPECIAL EVENT SIGN-IN FORM

ALL VOLUNTEERS—PLEASE READ THE FOLLOWING PARAGRAPH BEFORE SIGNING YOUR NAME AND PROVIDING THE REQUESTED INFORMATION. THANK YOU!

As a volunteer, I agree to perform the tasks outlined for this special event assignment, to the best of my ability; to accept supervision and maintain confidentiality; to observe safety guidelines and other rules and policies of County of Monterey; to strive to help the County meets its goals and objectives. I understand and acknowledge that I am not an employee of the County of Monterey and as such, am ineligible for salary benefits or any other type of compensation from the County arising from the services I am voluntarily providing. It is understood that this agreement is made at mutual convenience and may be ended at any time by either the volunteer or the County. I further agree to hold the County, its agents, officers, and employees harmless from and against any and all costs, expenses or liabilities incurred as a result of any claim, suit, lien or other legal proceeding (including attorney's fees) against the County resulting from my activities at this event.

[illegible][illegible]