



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 19, 2016, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Steve Kabot. Employee Organizations: Fire Officer Series.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Madison Thach. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Oscar Dieguez. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Helen Gabriel. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.95 – Liability Claim: Claimant: Kerry Kirchenberg. Agency claimed against: City of Porterville.
- 6** - Government Code Section 54956.95 – Liability Claim: Claimant: Daniel Ganoe. Agency claimed against: City of Porterville.
- 7** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case in which facts are not yet known to potential plaintiff.
- 8** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three Cases.

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

Pledge of Allegiance Led by Vice Mayor Hamilton

Invocation

PRESENTATIONS

Recognition of City of Porterville Communications Dispatchers

AB 1234 REPORTS

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

1. Local Agency Formation Commission (LAFCO) - April 6, 2016
2. Tulare County Economic Development Corp. (TCEDC) - April 8, 2016

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - April 7, 2016
 2. Library & Literacy Commission - April 12, 2016
 3. Arts Commission - March 16, 2016
 4. Animal Control Commission - April 4, 2016
 5. Youth Commission - April 11, 2016
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of April 5, 2016**
Re: Considering approval of the draft Minutes for April 5, 2016.
2. **Request for Approval to Purchase Three Dell Latitude 12 Rugged Tablets**
Re: Considering approval to purchase three (3) Dell Latitude 12 Rugged Tablets at a cost of \$6,661.56 for Public Works Department's Building Division.

3. **Ratification of Expenditure - SCE Meter and Service Change for Putnam Avenue/D Street Signal Upgrade Project**
Re: Considering approval of payment in the amount of \$5,981.28 to SCE for costs associated with a meter and service change for the Putnam/D signal upgrade project.
4. **Ratification of Expenditure - SCE Street Lights for the Lime Street Reconstruction Project**
Re: Considering approval of payment in the amount of \$18,550.51 to SCE for costs associated with the installation of four (4) new street lights along the east side of Lime Street.
5. **Authorization to Advertise for Bids - Jaye Street Bridge at Tule River**
Re: Considering approval of the Plans and Project Manual for the project consisting of the widening of the Jaye Street Bridge at the Tule River from two to four lanes and reconstructing the street approaches to accommodate four lanes of traffic between Date Avenue and Springville Avenue.
6. **Authorization to Advertise for Bids - Rehabilitate Former Runway as Commercial Taxiway**
Re: Considering approval of the Plans and Project Manual for the project consisting of the rehabilitation of former runway 25-7 as a commercial taxiway at Porterville Municipal Airport.
7. **Award Solar Photovoltaic System Power Purchase Agreement - Waste Water Treatment Facility**
Re: Considering approval to enter into a Power Purchase Agreement with ImMODO Energy Services/Sol System LLC.
8. **Approval of Annual Transportation Agreement with County of Tulare**
Re: Considering approval to enter into an Agreement with the County of Tulare for FY 2015/2016 to provide service to County residents within the service area boundary.
9. **Authorize Transit Improvement Projects and Amendments to the Federal Transportation Improvement Program**
Re: Considering approval of transit projects to be submitted to TCAG for inclusion in the 2016 FTIP, the application for funding, and the reprogramming of \$525,000 in FY 2015/2016 Local Transportation Funding to remodel and make improvements to the Transit Center and upgrade RouteMatch Intelligent Transportation System software and hardware.

10. **Authorization to Apply for Section 5311 Program Funding**
Re: Considering approval of a resolution authorizing staff to act on behalf of the City to apply for financial assistance from the Section 5311 program for operating assistance to continue transit service to the Tule River Indian Reservation.
11. **A Resolution Approving the Application for State Off-Highway Vehicle Grant Funds**
Re: Considering adoption of a resolution a resolution approving the application for State Off-Highway Vehicle Grant Funds.
12. **One-Year Extension of On-Call Consulting Services Contract**
Re: Considering approval of a one-year extension of contracts with LSA Associates, Provost & Pritchard Consulting, and Crawford & Bowen Planning for the provision of on-call consulting services to the City of Porterville Community Development Department.
13. **Intent to Set a Public Hearing to Consider Annual Adjustment of Fees by Application of the ENR Cost Index**
Re: Considering approval to schedule of a Public Hearing for June 7, 2016, for consideration to implement the City's Impact Fee ENR Cost Index auto escalator.
14. **Approval for Community Civic Event - Knights of Columbus - Parish Pride Car Show - June 11, 2016**
Re: Considering approval of an event to take place at downtown Main Street on Saturday, June 11, 2016, from 7:00 a.m. to 6:00 p.m.
15. **Request for Proclamation - Arbor Day - April 29, 2016**
Re: Considering approval of a request to proclaim April 29, 2016, as "Arbor Day" in the city of Porterville.
16. **Request for Proclamation - Iris Festival Day - April 23, 2016**
Considering a Request for a Proclamation submitted by the Chamber of Commerce to proclaim April 23, 2016, as "Iris Festival Day."

A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible

PUBLIC HEARINGS

17. **Vacation of Utility Easements on Parcel Map No. 5097**
Re: Considering approval of a Resolution of Vacation for sewer, water and storm drain easements located within Parcel 1, Parcel 2, and Parcel 3 of Parcel Map No. 5097.

SCHEDULED MATTERS

18. **Agreement for Rideshare Service between the City of Porterville and the California Vanpool Authority**
Re: Consideration of a resolution setting forth ridesharing services for the City of Porterville, and an agreement between the California Vanpool Authority and the City of Porterville for said services.
19. **Consideration of Appointment to the Arts Commission**
Re: Considering the appointment of an individual to serve on the City's Arts Commission for a term to expire in February of 2017.
20. **Sports Complex Field Lighting**
Re: Consideration of the lighting of athletic fields at the Sports Complex.
21. **Policy Amendments to Accommodate East Porterville Water Connection Program**
Re: Consideration of the expansion of the Urban Development Boundary to include all parcels within the East Porterville Feasibility Study Project Area as prepared by the State Water Resources Control Board, and a draft resolution modifying the extra-territorial service agreement procedures.
22. **Status and Review of Declaration of Local Emergency**
Re: Consideration of the continuance of the Declaration of Local Emergency.

Adjourn to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
APRIL 19, 2016

Roll Call: Agency Members/Chairperson

WRITTEN COMMUNICATIONS

ORAL COMMUNICATIONS

SUCCESSOR AGENCY SCHEDULED MATTERS

23. **Authorization to Release a Request for Proposals for the Porterville Cornerstone Project**
Re: Considering approval of the RFP for a new commercial mixed use development located at the northeast corner of Olive Avenue and Main Street.

Adjourn to a meeting of the Porterville City Council

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 May 3, 2016.

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 – APRIL 19, 2016

SUBJECT: 1. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: On April 1, 2015, the Governor issued an Executive Order that the State Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets. The Governor's Executive Order also directed the Water Board to implement mandatory water reductions in cities and towns across California to reduce potable urban water usage by 25% statewide. The State Water Board released revised proposed regulations that would require the City of Porterville to meet a 32% water usage reduction compared to 2013 production levels. The required implementation date was June 1, 2015.

In order for Porterville to meet the 32% reduction in water usage during the winter months, the City has transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of December 1, 2015. The Water Conservation Plan applies to all municipal water users whether or not within city limits. As part of the Phase IV plan, the City has restricted watering days to one day per week, based on address. If an address ends with an "odd" number, the watering day is Saturday only; if an address ends with an "even" number, the watering day is Sunday only. 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 landscape 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 March 2016 show that a total of 47 Notice of Violations were issued for water wasting; 9 resulted in an Administrative Citation.

Water production for March 2016, shows a 20% reduction from the 5-year average. As part of the emergency regulation, the City is required to provide monthly production data. The production for the month of March 2016 was 164 million gallons, which when compared to the production for the month of March 2013 of 209 million gallons, equates to a 21% reduction. Residential consumption for March 2016 was 63.31 gallons per capita per day (GPCD).

On November 13, 2015, Governor Brown issued Executive Order B-36-15 calling for an extension of urban water use restrictions until October 31, 2016, should drought conditions persist through January 2016.

The State Water Board adopted new regulations February 2, 2016, after State Water Board staff worked with stakeholders to develop and consider a range of factors that contribute to water use, including climate, growth and investment in drought resilient supplies, to devise options for refining the extended emergency regulation. The new regulation also creates penalties for homeowners' associations or community service organizations that block, stifle or threaten homeowners from reducing or eliminating the watering of vegetation or lawns during a declared drought emergency in violation of existing law.

The new Emergency Regulation, has identified a conservation Standard for each urban supplier, based on residential per capita water use for the months of July - September 2014. The City of Porterville's (City) residential per capita number was 166 R-GPCD (Residential Gallon Per Capita Day), therefore reducing the City's conservation target to 28% for the new compliance period March 2016 through October 2016. Staff has received confirmation after applying for additional credits and adjustments towards the City's conservation standard. The City will receive an additional credit of 2% as a result of climate adjustments in the form of a deviation of the City's service area evapotranspiration (ET_o) from the statewide average. The City's new conservation standard through the extended regulation is 26%. The cumulative total for the City of Porterville will reflect June 2015 through October 2016, with Porterville's cumulative total conservation through March 2016 at 28.77%.

RECOMMENDATION: Informational Item

ATTACHMENTS: 1. Drought Response Phase IV Flyer
 2. Monthly Production Status March 2016

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



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**

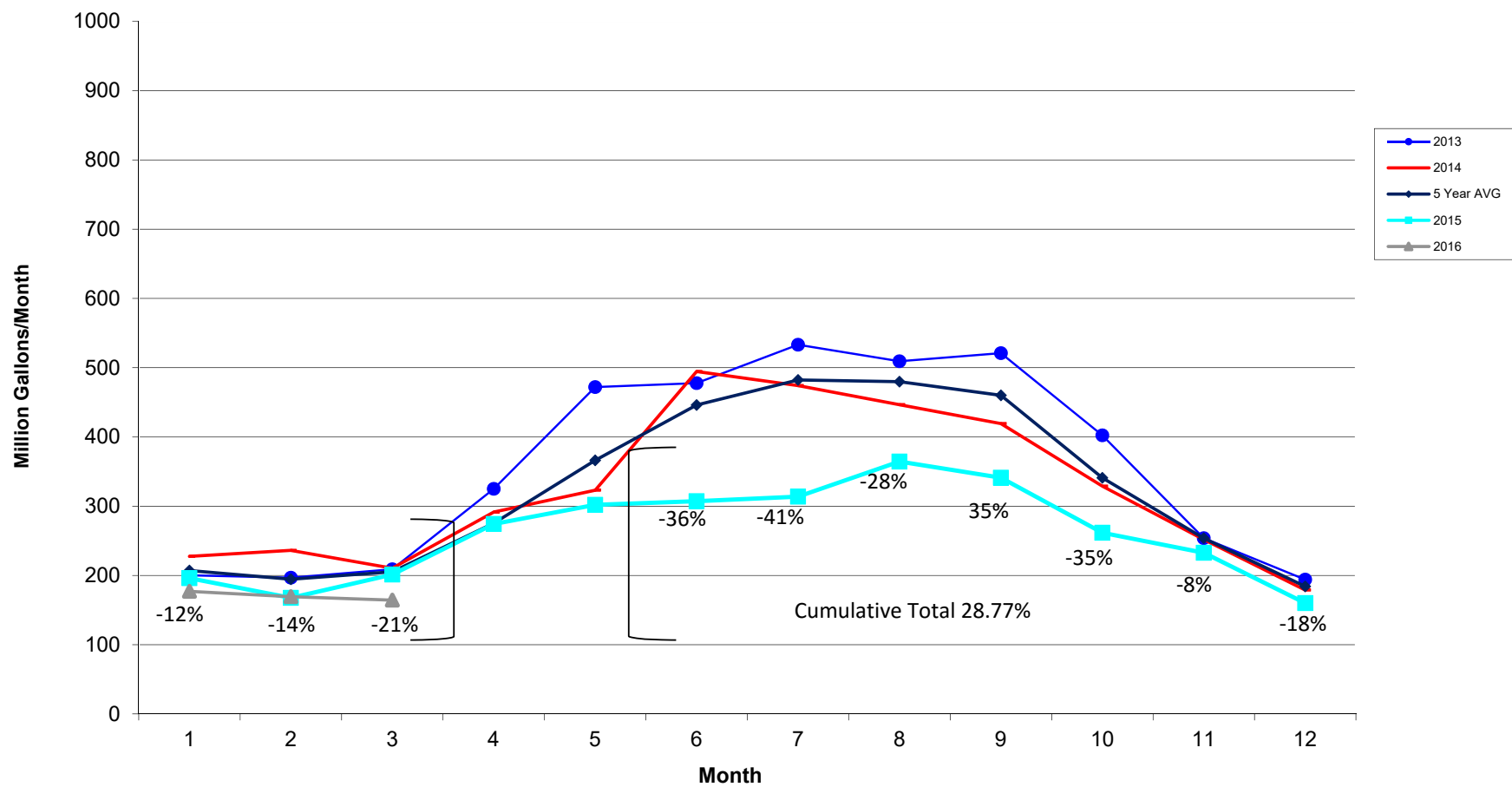
**Ornamental water
features are prohibited
unless the fountain uses
a recycling system**

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**

Monthly Production Status

15/16 Production Comparison to 2013 & 5 Year Average





CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: City Council Minutes of April 5, 2016

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of April 5, 2016, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of April 5, 2016.

ATTACHMENTS: 1. Draft Minutes of April 5, 2016

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 5, 2016, 6:30 PM**

Called to Order at 5:30 p.m.

Roll Call: Council Member Reyes, Council Member Ward, Council Member Gurrola, Vice Mayor Hamilton, Mayor Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 243-170-020. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Harlace Wallace. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Steve Kabot. Employee Organizations: Porterville City Firefighters Association and Fire Officers Series.
- 3** - Government Code Section 54956.95 – Liability Claim (Application for Late Filing of Amended Claim). Claimant: Hishmeh Enterprises, Inc. and Central Cities Pizza, Inc. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim. Claimant: Carolyn Jones. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case in which facts are not yet known to potential plaintiff.
- 6** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – anticipated Litigation – Initiation of Litigation: Five Cases.

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

City Attorney Lew reported action pertaining to A-3 and A-4, as follows:

A-3. On a MOTION made by Vice Mayor Hamilton, and SECONDED by Council Member Gurrola the City Council unanimously denied the Application for Late Filing of Amended Claim by Hishmeh Enterprises, Inc. and Central Cities Pizza, Inc.

Documentation: M.O. 01-040516

Disposition: Application to File Late Amended claim denied.

A-4. On a MOTION made by Vice Mayor Hamilton, and SECONDED by Council Member Gurrola the City Council unanimously rejected the claim filed by Carolyn Jones.

Documentation: M.O. 02-040516

Disposition: Claim rejected.

Pledge of Allegiance Led by Council Member Ward
Invocation -- One individual participated.

PROCLAMATIONS

Library Week - April 10-16, 2016
Volunteer Week - April 10-16, 2016
MDA & Firefighter Month - May 2016

PRESENTATIONS

Employee of the Month - Mark Graves

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) - March 21, 2016
2. Tulare County Economic Development Corp. (TCEDC) - March 23, 2016
3. SJVAPCD Special City Selection Committee - March 29, 2016

ORAL COMMUNICATIONS

- Juanita Baldo, 273 W. Gibbons, reported that her well had gone dry and requested a City water connection.
- Brock Neeley, Porterville, lauded City efforts pertaining to the City/County water agreement; and provided a handout regarding CalPERS.
- Fred Beltran, Porterville, stated that he was glad to see things happening and requested continued involvement as projects progress.
- Dan Blazer, Leadership Porterville Class of 2016, thanked City representatives for attending the Leadership Porterville event on April 1st.
- Ryan Jensen, Community Water Center of Visalia, indicated that he had been working with the community group in East Porterville, and requested that the City be flexible as it pertains to the proposed well abandonment requirement.
- Mr. Teran, Porterville, thanked the City, County and State for progress made.
- Carrie Critchenburg, stated that her vehicle was stolen in 2011 and requested that her case be re-opened.
- Daniel Penaloza, Porterville, thanked the Council for his recent appointment to the Animal Control Commission.
- Martha Flores, Porterville, spoke in support of Leadership Porterville participants; thanked the Council for its actions as it pertained to water; and spoke in support of public safety and the recent investigation of a suspected pipe bomb in her neighborhood.

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council approve Items Nos. 1-14. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF JUNE 2, 2015, AND MARCH 1, 2016

Recommendation: That the Council approve the draft Minutes of June 2, 2015, and March 1, 2016.

Documentation: M.O. 03-040516

Disposition: Approved.

2. REQUEST APPROVAL TO PURCHASE UTILITY VEHICLE FOR THE AIRPORT

Recommendation: That the City Council approve the purchase of the John Deere Gator TX utility vehicle from Lawrence Tractor Co., Inc. for a total purchase price of \$9,391.05.

Documentation: M.O. 04-040516

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE EQUIPMENT - KUBOTA UTILITY TRACTOR, ROTARY TILLER, AND CULTIVATOR

Recommendation: That the City Council authorize the purchase by negotiation of the Kubota tractor and rotary tiller and cultivator and authorize payment for said equipment upon satisfactory delivery.

Documentation: M.O. 05-040516

Disposition: Approved.

4. AUTHORIZATION TO PURCHASE EQUIPMENT - DORR-OLIVER CHECK VALVE ASSEMBLY

Recommendation: That City Council authorize the purchase of specialized equipment (Dorr-Oliver Check Valve Assembly) from Best Process, LLC at a cost of \$18,778.10.

Documentation: M.O. 06-040516

Disposition: Approved.

5. AUTHORIZATION TO PURCHASE SPECIALIZED REPAIR PARTS - JWC HEADWORKS GRINDER COMPACTOR

Recommendation: That City Council authorize the purchase of specialized repair parts (JWC Headworks Grinder Compactor) from JWC Environmental at a cost of \$12,071.57.

Documentation: M.O. 07-040516
Disposition: Approved.

6. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR BANKING SERVICES

Recommendation: That the City Council authorize the issuance of a Request for Proposals for banking services.

Documentation: M.O. 08-0405016
Disposition: Approved.

7. SUMMARY VACATION OF IRREVOCABLE OFFER OF DEDICATION ON PARCEL 8 OF TRACT MAP NO. 696

Recommendation: That the City Council:

1. Adopt the Resolution to Summarily Vacate the Irrevocable Offer of Dedication encumbering the north 30 feet of Lot 8 of Tract Map No. 696, recorded in Book 38 of maps, at page 68 of Official County Records and as described in the attached legal description; and
2. Authorize the City Clerk to record the Resolution.

Documentation: Resolution No. 13-2016
Disposition: Approved.

8. REQUEST FOR ADDITIONAL FUNDS FOR THE WASTE WATER TREATMENT FACILITY (WWTF) SLUDGE DE-WATERING AND ELECTRIC AIR BLOWER PROJECT

Recommendation: That City Council authorize the appropriation of \$33,964 from the Wastewater Treatment Facility Capital Reserve account to finance the final two changes for the WWTF Sludge De-watering and Electric Air Blower Project.

Documentation: M.O. 10-040516
Disposition: Approved.

9. RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION TO CALRECYCLE

Recommendation: That City Council approve the draft Resolution authorizing the City Manager, or his designee, as the Signature Authority to execute all documents necessary to implement and secure funding from CalRecycle.

Documentation: Resolution No. 14-2016
Disposition: Approved.

10. RETIREMENT OF POLICE SERVICE DOG "CHANTO"

Recommendation: That the City Council:

1. Approve the sale of Police Service Dog "Chanto" to Officer Jennifer Rutledge for the amount of \$1; and
2. Authorize the Mayor to execute the agreement and document the sale of "Chanto" to Officer Jennifer Rutledge.

Documentation: M.O. 11-040516

Disposition: Approved.

11. RETIREMENT OF POLICE SERVICE DOG "JACKSON"

Recommendation: That the City Council:

1. Approve the sale of Jackson to Officer Aaron Stocker for one dollar (\$1.00); and
2. Authorize the Mayor to execute the agreement and document to sell Jackson to Officer Aaron Stocker.

Documentation: M.O. 12-040516

Disposition: Approved.

12. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - BUSINESS AFTER HOURS MIXER - APRIL 14, 2016

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

Documentation: M.O. 13-040516

Disposition: Approved.

13. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - IRIS FESTIVAL - APRIL 23, 2015

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

Documentation: M.O. 14-040516
Disposition: Approved.

14. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - REQUEST FOR THE CITY COUNCIL TO CONSIDER THE INSTALLATION OF ADDITIONAL SPORTS FIELD LIGHTING AT THE SPORTS COMPLEX

Recommendation: Council Member Ward makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider the installation of additional sports field lighting at the Sports Complex.

Documentation: M.O. 15-040516
Disposition: Approved.

SCHEDULED MATTERS

15. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY, AND CONNECTION OF NEW WELL AND PERMANENT WATER CONNECTIONS FOR 500 EAST PORTERVILLE AND VANDALIA AVENUE RESIDENTIAL UNITS

Recommendation: That the City Council:

1. Receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration; and
2. Consider the modified Draft Agreement between the City and the County of Tulare in regards to new well maintenance and responsibilities, and the permanent connection of 500 East Porterville and Vandalia Avenue residential units to the City's water system.

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

Following the report, staff addressed questions from the Council regarding well abandonment, installation of fire hydrants and infrastructure, the issuance of County well permits, and ADA triggers; and Council members expressed their appreciation to the State representatives in attendance for their efforts and collaboration in working towards a long-term solution.

State representatives Eric Lamoreaux, Greg Farley, and Kim Din each addressed the Council, thanking them for efforts made to date and moving forward. Collectively, they spoke of progress made, funding available to the City for water recycling and other water-related needs in the form of grants and low-interest loans, and programs available to assist west Porterville residents without water.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Ward that the City Council approve the continued Declaration of Local Emergency; and approve the Agreement between the City and the County of Tulare in regards to new well maintenance and responsibilities, and the

permanent connection of 500 East Porterville and Vandalia Avenue residential units to the City's water system. The motion carried unanimously.

Documentation: M.O. 15-040516

Disposition: Approved.

16. WATER SYSTEM - CONSIDERATION OF PROACTIVE MEASURES

Recommendation: That the City Council:

1. Direct staff to notice a Public Hearing to discuss the Water Conservation Plan and Phase status at the meeting of May 3, 2016;
2. Direct staff to notice a Public Hearing to consider a draft Ordinance amending Chapter 26 of the Municipal Code, discussing well abandonment; and
3. Schedule a Study Session to be held at 5:30 p.m. on Tuesday, April 12, 2016.

City Manager Lollis introduced the item and the staff report was waived at the Council's request.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council approve the noticing of a Public Hearing to discuss the Water Conservation Plan and Phase status at the meeting of May 3, 2016, and the noticing of a Public Hearing to consider a draft Ordinance amending Chapter 26 of the Municipal Code, discussing well abandonment; and approve the scheduling of a Study Session to be held at 5:30 p.m. on Tuesday, April 12, 2016. The motion carried unanimously.

Documentation: M.O. 16-040516

Disposition: Approved.

The Council adjourned at 7:47 p.m. to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
APRIL 5, 2016

Roll Call: Agency Members/Chairperson

WRITTEN COMMUNICATION

None

ORAL COMMUNICATIONS

None

SUCCESSOR AGENCY SCHEDULED MATTERS

SA-17. TERMINATION OF FAÇADE EASEMENT AGREEMENTS

Recommendation: That the Successor Agency:

1. Approve the Resolution in the form submitted herewith authorizing the termination of the Façade Agreements; and
2. Authorize the Executive Director to prepare, execute and effect the recordation among the official land records of the Termination Instruments subject to the written consent of the corresponding property owner having first been obtained.

City Manager Lollis introduced the item and the staff report was waived at the Successor Agency's request.

COUNCIL ACTION: MOVED by Agency Member Ward, SECONDED by Agency Vice Chair Hamilton that the Successor Agency approve the Resolution in the form submitted herewith authorizing the termination of the Façade Agreements; and authorize the Executive Director to prepare, execute and effect the recordation among the official land records of the Termination Instruments subject to the written consent of the corresponding property owner having first been obtained. The motion carried unanimously.

Documentation: Successor Agency Resolution No. 2016-03

Disposition: Approved.

SA-18. APPROVE THE FIRST AMENDED AND RESTATED LONG RANGE PROPERTY MANAGEMENT PLAN

Recommendation: That the Successor Agency to the Porterville Redevelopment Agency adopt the draft resolution approving the First Amended and Restated Long Range Property Management Plan, prepared pursuant to Health & Safety Code Section 34191.5 and direct Successor Agency staff to submit the Long Range Property Management Plan to the Oversight Board.

City Manager Lollis introduced the item and the staff report was waived at the Agency's request.

COUNCIL ACTION: MOVED by Member Ward, SECONDED by Vice Chair Hamilton that the Successor Agency adopt the draft resolution approving the First Amended and Restated Long Range Property Management Plan,

prepared pursuant to Health & Safety Code Section 34191.5 and direct Successor Agency staff to submit the Long Range Property Management Plan to the Oversight Board. The motion carried unanimously.

Documentation: Successor Agency Resolution No. 2016-04
Disposition: Approved.

The Successor Agency adjourned at 7:49 p.m. to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Vice Mayor Hamilton, spoke of the upcoming Youth Conference, Iris Festival Kick-Off, Music on Main Street, and Council Member Gurrola's trip to Washington.
- Council Member Reyes lauded the April 1st Leadership Porterville event and a recent performance by the Porterville High School Studio Band; and spoke of an upcoming Economic Summit.
- Mayor Stowe spoke of his attendance at the Family Crisis Center Fundraising event; and thanked State and County officials for efforts pertaining to the well agreement.
- John Lollis spoke of a recent meeting with CSET regarding animal shelter support services, PD's participation at the upcoming Youth Conference, and a volunteer Main Street clean-up event on April 16th.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 7:54 p.m. to the meeting of April 12, 2016.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Request for Approval to Purchase Three Dell Latitude 12 Rugged Tablets

SOURCE: Public Works

COMMENT: The Public Works Department requests approval to purchase three Dell Latitude 12 Rugged Tablets to be assigned to the building inspectors. The inspectors currently use the Dell Latitude E6400 XFR Rugged Tough Books. Those units are seven years old and have exceeded their life expectancy. The new units are MIL-STD-810 and IP-810G certified to meet the conditions City building inspectors may face in the field.

Attached are quotes received for the Tough Books, the low quote being received from Dell, which has reduced the original cost of the units by 31% to retain the City of Porterville as a long-term customer. Staff recommends the purchase of three Dell Latitude 12 Rugged Tablets at a total cost of \$6,661.56.

Funding for this project was approved in the 2015/2016 Annual Budget and is currently available.

RECOMMENDATION: That City Council approve the purchase of three (3) Dell Latitude 12 Rugged Tablets at a cost of \$6,661.56, which includes applicable sales tax and shipping.

ATTACHMENTS: 1. Quotes

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



Quote 1021708222026.1

CITY OF PORTERVILLE

Salesperson

Salesperson Name

Jedd Soto

Salesperson Email

Jedd_Soto@Dell.com

Salesperson Phone

18009993355

Salesperson Extension

5138258

Quote Details

Quote Date

03/04/2016

Quote Validity

05/03/2016

Solution ID

-

Billing Details

Company Name

CITY OF PORTERVILLE

Customer Number

4023319

Phone Number

1 (559) 7827454

Address291 N MAIN ST
PORTERVILLE
CA
93257-3737
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
LAT,7202,LIVINGSTONE	3	\$1,917.19	\$5,751.57
Dell Flat Panel Monitor	3	\$166.74	\$500.22
Subtotal			\$6,251.79
Tax			\$388.77
Shipping and Handling			\$0.00
Environmental Fee			\$21.00
Total			\$6,661.56



Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
<http://www.scw.com>
(P) 877-GOTOSCW
(F) 770.579.8937

Quotation (Open)

Date

Mar 16, 2016 03:26 PM EDT

Doc #

1294777 - rev 1 of 1

Description

Panasonic Toughpad FZ-G1

SalesRep

Hart, Alex
(P) 770-579-8927

Customer Contact

Williams, Ted
(P) (559) 782-7439
twilliams@ci.porterville.ca.us

Customer

City of Porterville CA (CO36053)
Williams, Ted
291 North Main Street
Porterville, CA 93257
United States

Bill To

City of Porterville CA
Payable, Accounts
291 N Main St
Porterville, CA 93257
United States

Ship To

City of Porterville CA
PO, REF
291 N Main St
Porterville, CA 93257
United States

Customer PO:**Terms:**

Undefined

Ship Via:

GROUND

Special Instructions:**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
1	Panasonic Toughpad FZ-G1 Tablet - no keyboard - Core i5 4310U / 2 GHz - Win 7 Pro - 8 GB RAM - 128 GB SSD Self Encrypting Drive - 10.1" IPS touchscreen 1920 x 1200 - HD Graphics 4400 - 802.11ac - rugged - with Toughbook Preferred	FZ-G1FA321CM	3	\$2,457.85	\$7,373.55
Note: Item ships direct from Panasonic. Allow 7-10 business days for delivery.					

Quote valid for 30 days unless formal bid provides different term.
Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number.
RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

Subtotal: \$7,373.55
Tax (8.500%): \$626.75
Shipping: \$0.00
Total: \$8,000.30



Strictly Technology
 5381 NW 33rd Avenue
 Suite 101
 Fort Lauderdale, Florida 33309
 United States
 (P) (954) 606-5440
 (F) (954) 606-5441

Quotation (Open)

Date

Apr 14, 2016 12:15 PM EDT

Doc

16868 - rev 1 of 1

Description

Panasonic Toughpad FZ-G1

SalesRep

McLeod, Ethan
 (P) 9546065440
 (F) 9546065441

Customer Contact

Ted , Williams
 (P) (559) 782-7439
 twilliams@ci.porterville.ca.us

Customer

City of Porterville CA (CO1552)
 Ted , Williams
 291 North Main Street
 Porterville, CA 93257
 United States
 (P) 559-782-7777

Bill To

City of Porterville CA
 Payable, Accounts
 291 North Main Street
 Porterville, CA 93257
 United States
 (P) 559-782-7777

Ship To

City of Porterville CA
 Nino, Renzi
 291 North Main Street
 Porterville, CA 93257
 United States
 (P) 559-782-7777

Customer PO:

Terms:

Undefined

Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Panasonic Toughpad FZ-G1 Windows 8.1 Pro (64-bit), Intel Core i5-5300U 2.30GHz, 10.1" WUXGA Gloved Multi Touch + Digitizer LCD, 128GB Solid State Drive, 8GB, Wi-Fi, Bluetooth, 4G LTE Multi Carrier, GPS Receiver, Insertable SmartCard Reader, Dual Pass (Upper WWAN	FZ-G1J0551BM	Yes	3	\$3,164.99	\$9,494.97
Note: *This item ships directly from Panasonic and requires 15-45 business days for delivery. This item is non-returnable per Panasonic unless the product arrives damaged or defective.							
Full Specs: Windows 8.1 Pro (64-bit), Intel Core i5-5300U 2.30GHz, 10.1" WUXGA Gloved Multi Touch + Digitizer LCD, 128GB Solid State Drive, 8GB, Wi-Fi, Bluetooth, 4G LTE Multi Carrier, GPS Receiver, Insertable SmartCard Reader, Dual Pass (Upper WWAN / Lower GPS), Rotating Hand Strap, Tall Corner Guards, Camera, Webcam, TPM 1.2, Toughbook Preferred							
2		STATE of CA EWASTE Greater than 4", less than 15" Screen size	EWASTE1	No	3	\$0.00	\$0.00

FREE GROUND SHIPPING from Strictly Tech

Quoted price may reflect manufacture incentives, special discounts, rebates and quantities. Changes to this quote may affect pricing. Contact your sales representative for more information.

Prices exclude applicable taxes, insurance, shipping and special handling charges unless stated. All prices are subject to change without notice. Supply subject to availability.

Subtotal:	\$9,494.97
Tax (8.500%):	\$807.07
Shipping:	\$0.00
Total:	\$10,302.04



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Ratification of Expenditure - SCE Meter and Service Change for Putnam Avenue/D Street Signal Upgrade Project

SOURCE: Public Works

COMMENT: This project upgrades the traffic signal to provide protected left turns at all legs of the intersection of Putnam Avenue and D Street. The project also includes the reconstruction of accessible ramps at each corner and sidewalk tie-ins to integrate into existing improvements.

As part of the project, SCE will install a new meter and service change for the traffic control and streetlight pedestal at the southeast corner of Putnam Avenue and D Street. The cost for SCE's installation of the meter and service change is \$5,981.28.

SCE plans are available in the Pete V. McCracken Conference Room for Council's review and the invoice is attached for reference purposes.

The funding sources for this project are Highway Safety Improvement Program (HSIP) and Surface Transportation Program (STP) funds. Funding was approved in the 2015/2016 Annual Budget.

RECOMMENDATION: That City Council:

1. Approve the costs associated with the meter and service change; and
2. Authorize the City Engineer to sign the SCE application and issue a \$5,981.28 payment.

ATTACHMENTS:

1. SCE Invoice
2. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



An EDISON INTERNATIONAL Company
Southern California Edison Company

2425 SOUTH BLACKSTONE AVENUE
TULARE CA 93274

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

Document #	7590034606
Invoice #	234633
Invoice Date:	03/07/2016
SCE Contact:	Justin Michael Morton
Telephone:	(559)-684-3538
Install - Billing Option:	SCE INSTALL -

Description	Amount
Service Request Number: 2049213 Project: TD1044818; METER & SERVICE CHANGE FOR TRAFFIC CONTROL & CORRESPONDING REPAIRS PUTNAM AND D SGNL XSTRT PORTERVILLE CA 93257	
Item # 251101 Product: 1044818 - NEW METER & SERVICE Design #: 736159	\$5,981.28
Previous Payment	\$0.00
COMMENTS: * Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records. * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable. * Call the Edison company at 1-800-655-4555 to make application for electrical service. * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.	
TOTAL PROJECT INVOICE AMOUNT:	
\$ 5,981.28	



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Ratification of Expenditure - SCE Street Lights for the Lime Street Reconstruction Project

SOURCE: Public Works

COMMENT: This project reconstructs Lime Street between Henderson Avenue and Sandra Court. The project includes new paving, curb, gutter, sidewalks, drive approaches, storm drain and appurtenances.

As part of the project, SCE will install four (4) new street lights along the east side of Lime Street, as the west side of Lime Street already has street lights in place. SCE will provide and maintain the street lights. Underground conduit and hand holes will be installed by the construction contractor. The cost for SCE's installation of the street lights is \$18,550.51.

SCE plans are available in the Pete V. McCracken Conference Room for Council's review and the invoice is attached for reference purposes.

The funding source for this project is Local Transportation Funds. Funding was approved in the 2015/2016 Annual Budget.

RECOMMENDATION: That City Council:

1. Approve the costs associated with the installation of the street lights; and
2. Authorize the City Engineer to sign the SCE application and issue an \$18,550.51 payment.

ATTACHMENTS:

1. SCE Invoice for Street Lights for Lime Street
2. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



291 N MAIN ST
PORTERVILLE CA 93257 3737

Document #	7590033836
Invoice #	236469
Invoice Term:	90 Days
Customer Name:	PORTERVILLE, CITY OF
Customer Email:	MREED@CI.PORTERVILLE.CA.US
Invoice Date:	03/23/2016
SCE Contact:	Justin Michael Morton
Telephone:	(559)-684-3538
Install - Billing Option:	SCE INSTALL
District Address:	2425 SOUTH BLACKSTONE AVENUE TULARE CA 93274

Description		Amount
Service Request Number: 2125518 Project Description: TD1103966; INSTALL 4 NEW LS-1 STREETLIGHTS PER CITY		
Project Location: LIME/HENDERSON XSTRT PORTERVILLE CA 93257		
Design #: 786665 Design Description: INSTALL 4 NEW LS-1 STREETLIGHTS PER CITY REQUEST		
Product #: 1103966 - ST LT INSTALLATION		
LABOR: This amount represents the total SCE labor required to complete the work request. All applicable labor related overheads are included in the total SCE labor amount.fsdas		\$0.00
MATERIAL: This amount represents the total SCE material required to complete the work request. All applicable material related overheads are also included in the total SCE material amount.		\$0.00
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Advance Energy Charge, SCE contractor work, rights check, and permits.		\$9,841.00
TOTAL LABOR, MATERIAL, OTHER:		\$9,841.00
CREDITS: This amount represents the total SCE credits required to complete the work request.		\$0.00
TOTAL CREDITS:		\$0.00
NET CONSTRUCTION BILLING:		\$9,841.00
TAX:	1. ITCC on Applicant Furnished	Tax Base (Taxable Amount): \$29,747.66
		Tax Rate: 22.00%
		Tax Amount: \$6,544.49
2. ITCC on Net Construction (Less Non Taxable Amount)		Tax Base (Taxable Amount): \$9,841.00
		Tax Rate: 22.00%
		Tax Amount: \$2,165.02
TOTAL TAX:		\$8,709.51
DEPOSITS:		
Preliminary Design & Engineering Advance		\$0.00
Previous Payment		\$0.00
TOTAL DEPOSITS:		\$0.00
COMMENTS:		
* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records. * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable. * Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope. * If a street light work order is associated with this project, contracts for that project will be enclosed.		
TOTAL PROJECT INVOICE AMOUNT:		\$ 18,550.51



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company
Southern California Edison Company

291 N MAIN ST
PORTERVILLE CA 93257 3737

Document #	7590033836
Invoice #	236469
Invoice Term:	90 Days
Customer Name:	PORTERVILLE, CITY OF
Customer Email:	MREED@CI.PORTERVILLE.CA.US
Invoice Date:	03/23/2016
SCE Contact:	Justin Michael Morton
Telephone:	(559)-684-3538
Install - Billing Option:	SCE INSTALL
District Address:	2425 SOUTH BLACKSTONE AVENUE TULARE CA *****

COMMENTS CONTINUED:

* Call the Edison company at 1-800-655-4555 to make application for electrical service.
* An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335

SCE Contact: Justin Michael Morton
Document #: 7590033836

*** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Accounts Receivable
8631 Rush Street G-53
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment
Stub**

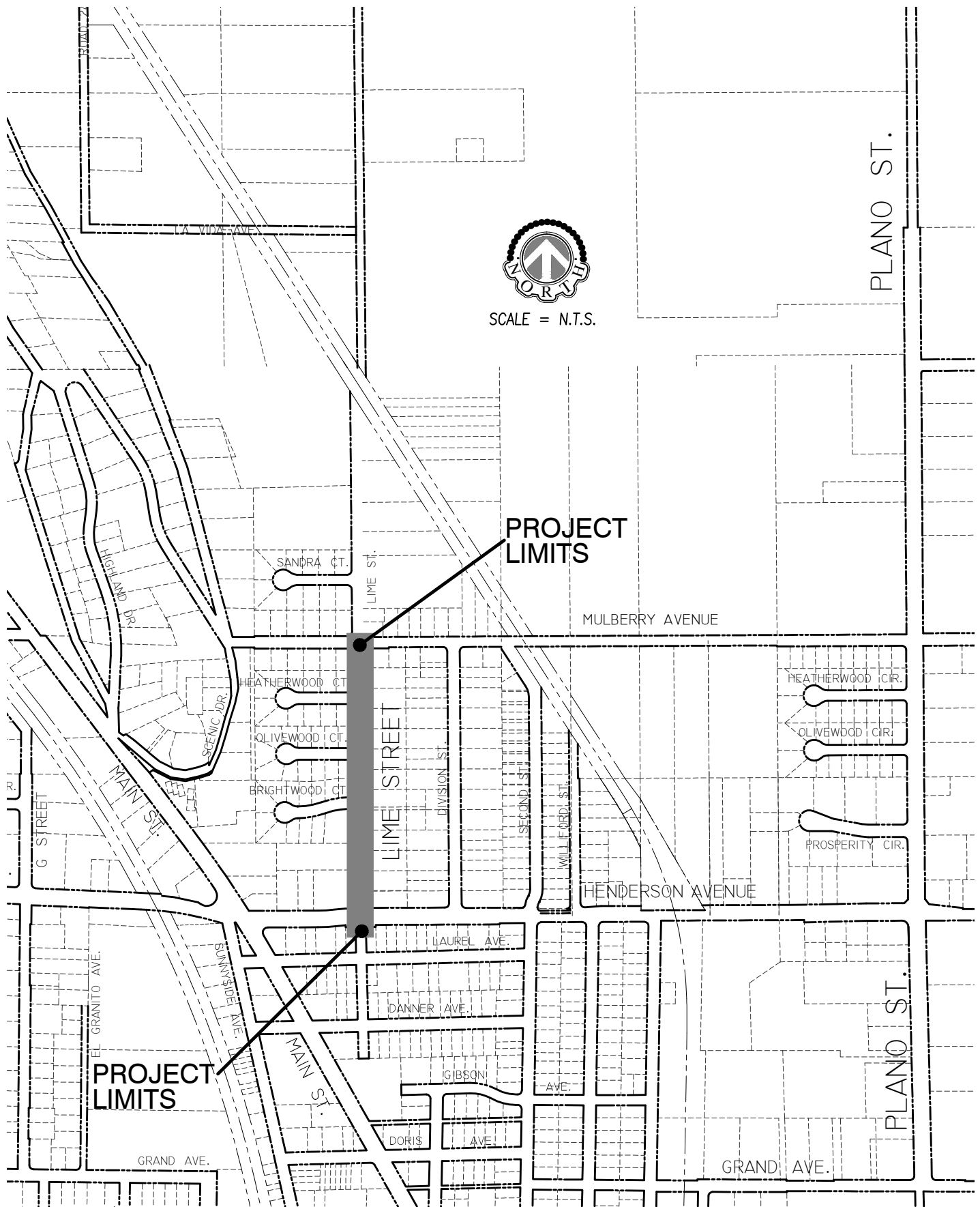
Invoice #: 236469
Document #: 7590033836

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

Please pay total amount now due:  **\$18,550.51**

Thank you for paying promptly
Make check payable to Southern California Edison

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

LIME STREET
RECONSTRUCTION
PROJECT

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



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Authorization to Advertise for Bids - Jaye Street Bridge at Tule River

SOURCE: Public Works

COMMENT: The Plans and Project Manual for the subject project have been completed and are available in the Pete V. McCracken Conference Room for Council's review. The proposed project includes widening the Jaye Street Bridge at the Tule River from two to four lanes and reconstructing the street approaches to accommodate four lanes of traffic between Date Avenue and Springville Avenue.

The Engineer's estimate of probable cost for construction is \$4,524,000. An additional \$452,000, 10% of the estimated cost, is necessary for construction contingency.

Due to the complexity of the project, construction management, inspection, and quality control services will be performed by an approved professional engineering firm, selected through the City's consultant selection process, at an anticipated cost of \$610,000.

In addition to the construction management costs, the design consultant, TRC, will provide construction support services at an anticipated cost of \$100,000. An estimated \$90,000 is required for staff time to oversee and manage the project and consultant staff outlined above.

Total anticipated construction engineering and staff time costs equate to \$800,000 for a total estimated project cost of \$5,776,000.

Funding for this project is from the Highway Bridge Program (HBP), which will fund 85.8% or \$4,955,808. Of the \$4,955,808, the HBP program will pay 88.53% or \$4,387,376 of the participating share of the project with the City's match paying 11.47% or \$568,432 and funded through Certificates of Participation. The City is required to cover the remaining non-participating share of 14.2% or \$820,192 funded by Local Transportation Funds. All funds are approved in the 2015/2016 Annual Budget.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENTS:

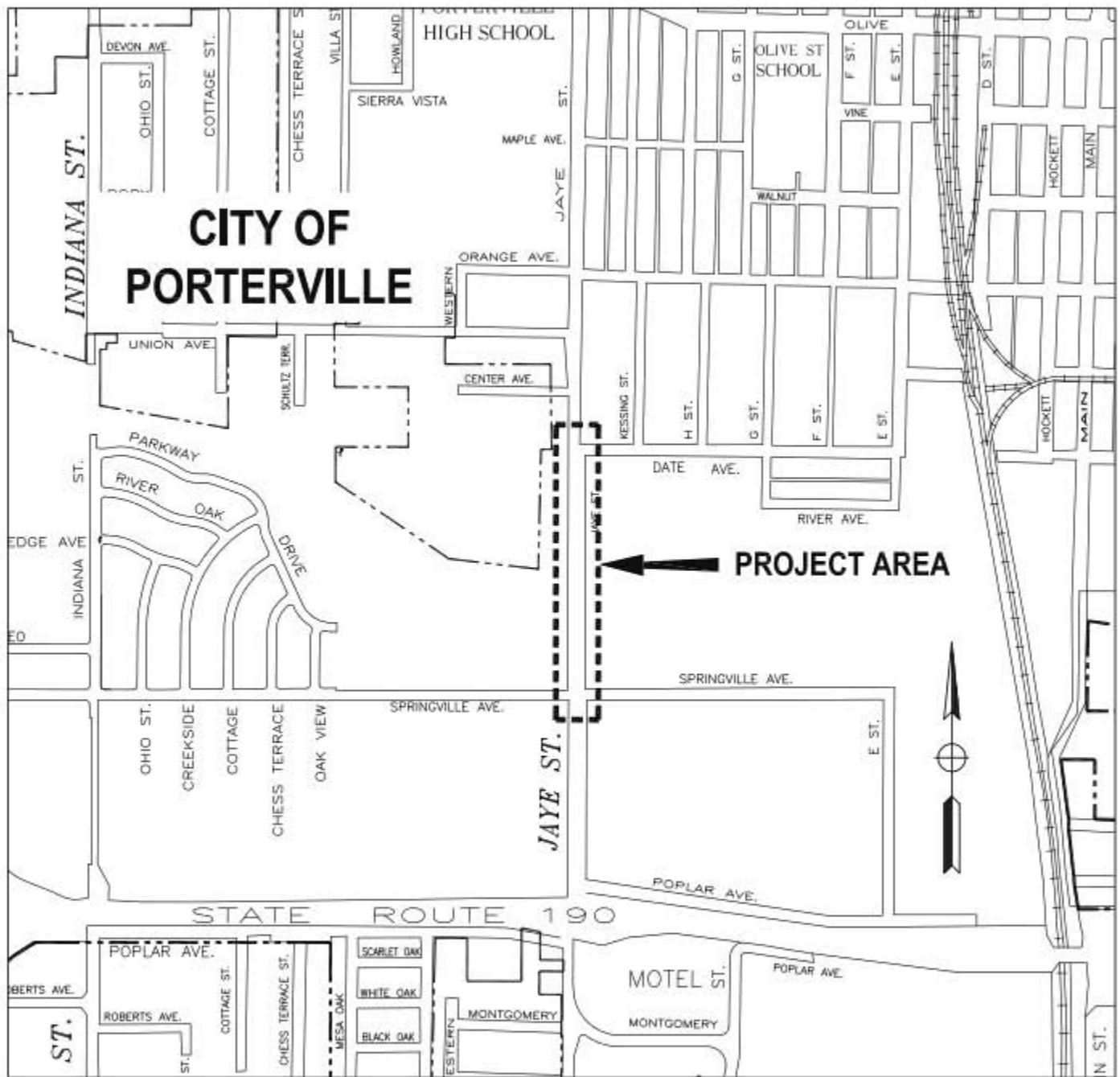
1. Locator Map
2. Engineer's Estimate

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



PROJECT VICINITY MAP

NTS

BID ITEM LIST AND ENGINEER'S ESTIMATE

					HBP PARTICIPATING		NON-HBP PARTICIPATING			
ITEM CODE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	TOTAL QUANTITY	GRAND TOTAL AMOUNT
999990	1	Mobilization	LS	\$450,000.00	0.85	\$ 382,500.00	0.15	\$67,500.00	1	\$ 450,000.00
066105	2	Resident Engineer's Office	LS	\$30,000.00	1	\$ 30,000.00		\$0.00	1	\$ 30,000.00
130300	3	Prepare and Implement Storm Water Pollution Prevention	LS	\$15,000.00	0.33	\$ 4,995.00	0.67	\$10,005.00	1	\$ 15,000.00
070030	4	Lead Compliance Plan	LS	\$5,000.00	1	\$ 5,000.00	1	\$5,000.00	1	\$ 10,000.00
180106	5	Dust Palliative	LS	\$10,000.00	0.25	\$ 2,500.00	0.75	\$7,500.00	1	\$ 10,000.00
120100A	6	Traffic Control System	LS	\$25,000.00	0.40	\$ 10,000.00	0.60	\$15,000.00	1	\$ 25,000.00
160102	7	Clearing and Grubbing	LS	\$22,500.00	0.33	\$ 7,492.50	0.67	\$15,007.50	1	\$ 22,500.00
150812A	8	Remove Gas Line	LS	\$7,000.00	1	\$ 7,000.00		\$0.00	1	\$ 7,000.00
150841	9	Remove Sewer Line	LF	\$10.00	265	\$ 2,650.00		\$0.00	265	\$ 2,650.00
150860	10	Remove Base and Surfacing (behind driveway)	CY	\$6.00	5	\$ 30.00		\$0.00	5	\$ 30.00
190101	11	Roadway Excavation	CY	\$6.00	1,150	\$ 6,900.00	880	\$5,280.00	2,030	\$ 12,180.00
190101A	12	Roadway Excavation (Trail)	CY	\$15.00	700	\$ 10,500.00		\$0.00	700	\$ 10,500.00
192025	13	Structure Excavation (Culvert) [F]	CY	\$15.00	722	\$ 10,830.00		\$0.00	722	\$ 10,830.00
190101B	14	Roadway Excavation (Access Road)	CY	\$15.00	549	\$ 8,235.00		\$0.00	549	\$ 8,235.00
390135A	15	Hot Mix Asphalt	TON	\$95.00	975	\$ 92,625.00	1725	\$163,875.00	2,700	\$ 256,500.00
260202	16	CL 2 Aggregate Base	TON	\$40.00	1,140	\$ 45,600.00	1952	\$78,080.00	3,092	\$ 123,680.00
193030A	17	Pervious Backfill Material (Gravel) [F]	TON	\$150.00	20	\$ 3,000.00		\$0.00	20	\$ 3,000.00
770020	18	Curb and Gutter	LF	\$16.00	690	\$ 11,040.00	1105	\$17,680.00	1,795	\$ 28,720.00
770021	19	Median Curb	LF	\$12.00	801	\$ 9,612.00	260	\$3,120.00	1,061	\$ 12,732.00
770022	20	Sidewalk	SQFT	\$6.00	3,348	\$ 20,088.00	3682	\$22,092.00	7,030	\$ 42,180.00
770023	21	Drive Approach	EA	\$3,500.00	4	\$ 14,000.00	1	\$3,500.00	5	\$ 17,500.00
770052	22	Adjust Manhole to Grade	EA	\$800.00	2	\$ 1,600.00	10	\$8,000.00	12	\$ 9,600.00
770041	23	Storm Drain Catch Basin	EA	\$3,500.00	4	\$ 14,000.00	1	\$3,500.00	5	\$ 17,500.00
770040	24	18-Inch RGRCP	LF	\$65.00	431	\$ 28,015.00	308	\$20,020.00	739	\$ 48,035.00
770043	25	48-Inch SDMH	EA	\$6,500.00	3	\$ 19,500.00		\$0.00	3	\$ 19,500.00
770042	26	60-Inch SDMH	EA	\$6,500.00	1	\$ 6,500.00		\$0.00	1	\$ 6,500.00
770031	27	12' Chain Link Gate	EA	\$800.00	1	\$ 800.00		\$0.00	1	\$ 800.00
510090	28	Structural Concrete, Box Culvert (5'x5')	LF	\$85.00	175	\$ 14,875.00		\$0.00	175	\$ 14,875.00
510050A	29	Structural Concrete (Tub)	SQFT	\$8.00	2,500	\$ 20,000.00		\$0.00	2,500	\$ 20,000.00
510060A	30	Structural Concrete (Retaining Wall with Barrier)	LF	\$150.00	119	\$ 17,850.00		\$0.00	119	\$ 17,850.00
750500A	31	Miscellaneous Iron and Steel (Trash Rack)	LB	\$22.00	500	\$ 11,000.00		\$0.00	500	\$ 11,000.00
770061	32	12" Ductile Iron Water Pipe	LF	\$80.00	304	\$ 24,320.00		\$0.00	304	\$ 24,320.00
770069	33	10" Ductile Iron Sewer Pipe	LF	\$65.00	265	\$ 17,225.00		\$0.00	265	\$ 17,225.00
860402	34	Street Light (Installed by California Edison)	EA	\$5,000.00	1	\$ 5,000.00	7	\$35,000.00	8	\$ 40,000.00
770070	35	Ornamental Street Light	EA	\$6,500.00	10	\$ 65,000.00		\$0.00	10	\$ 65,000.00
770071	36	Trail Lights under Bridge	EA	\$1,500.00	1	\$ 1,500.00		\$0.00	1	\$ 1,500.00
840500A	37	Pavement Striping, Markings & Markers	LS	\$20,000.00	0.25	\$ 5,000.00	0.75	\$15,000.00	1	\$ 20,000.00
150312	38	Repair Spalled Surface Areas	LS	\$5,000.00	1	\$ 5,000.00		\$0.00	1	\$ 5,000.00
153225	39	Prepare Concrete Bridge Deck Surface	SQFT	\$0.60	8,199	\$ 4,919.40		\$0.00	8,199	\$ 4,919.40
153227	40	Furnish Polyester Concrete Overlay	CF	\$90.00	671	\$ 60,390.00		\$0.00	671	\$ 60,390.00
153228	41	Place Polyester Concrete Overlay [F]	SQFT	\$4.00	8,199	\$ 32,796.00		\$0.00	8,199	\$ 32,796.00
157560	42	Bridge Removal (Portion)	LS	\$63,000.00	1	\$ 63,000.00		\$0.00	1	\$ 63,000.00
192003	43	Structure Excavation (Bridge) [F]	CY	\$80.00	146	\$ 11,680.00		\$0.00	146	\$ 11,680.00
192020	44	Structure Excavation (Type D) [F]	CY	\$120.00	70	\$ 8,400.00		\$0.00	70	\$ 8,400.00
192037	45	Structure Excavation (Retaining Wall) [F]	CY	\$65.00	209	\$ 13,585.00		\$0.00	209	\$ 13,585.00

BID ITEM LIST AND ENGINEER'S ESTIMATE

					HBP PARTICIPATING		NON-HBP PARTICIPATING			
ITEM CODE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	TOTAL QUANTITY	GRAND TOTAL AMOUNT
193003	46	Structure Backfill (Bridge) [F]	CY	\$90.00	148	\$ 13,320.00		\$0.00	148	\$ 13,320.00
193013	47	Structure Backfill (Retaining Wall) [F]	CY	\$45.00	139	\$ 6,255.00		\$0.00	139	\$ 6,255.00
490508	48	Furnish Steel Piling (HP 10x57) [P]	LF	\$35.00	545	\$ 19,075.00		\$0.00	545	\$ 19,075.00
490509	49	Drive Steel Pile (HP 10x57)	EA	\$1,500.00	14	\$ 21,000.00		\$0.00	14	\$ 21,000.00
495124	50	Furnish 30" Cast-in-Steel Shell Concrete Piling [P]	LF	\$225.00	2,387	\$ 537,075.00		\$0.00	2,387	\$ 537,075.00
495125	51	Drive 30" Cast-in-Steel Shell Pile	EA	\$9,400.00	49	\$ 460,600.00		\$0.00	49	\$ 460,600.00
510053	52	Structural Concrete, Bridge [F]	CY	\$700.00	885	\$ 619,500.00		\$0.00	885	\$ 619,500.00
510060	53	Structural Concrete, Retaining Wall [F]	CY	\$450.00	72	\$ 32,400.00		\$0.00	72	\$ 32,400.00
510085	54	Structural Concrete, Approach Slab (Type EQ) [F]	CY	\$1,000.00	28	\$ 28,000.00		\$0.00	28	\$ 28,000.00
510087	55	Structural Concrete, Approach Slab (Type R)	CY	\$1,100.00	19	\$ 20,900.00		\$0.00	19	\$ 20,900.00
511106	56	Drill and Bond Dowel	LF	\$30.00	888	\$ 26,640.00		\$0.00	888	\$ 26,640.00
511110	57	Drill and Bond Dowel (Chemical Adhesive)	EA	\$35.00	96	\$ 3,360.00		\$0.00	96	\$ 3,360.00
519088	58	Joint Seal (MR 1") - Type B [P]	LF	\$40.00	172	\$ 6,880.00		\$0.00	172	\$ 6,880.00
520102	59	Bar Reinforcing Steel (Bridge) [P-F]	LB	\$1.05	316,823	\$ 332,664.15		\$0.00	316,823	\$ 332,664.15
520103	60	Bar Reinforcing Steel (Retaining Wall) [P-F]	LB	\$1.10	7,473	\$ 8,220.30		\$0.00	7,473	\$ 8,220.30
160102A	61	Remove Rubble from Channel	LS	\$20,000.00	1	\$ 20,000.00		\$0.00	1	\$ 20,000.00
721013	62	Rock Slope Protection (1/4 T, Method B) [F]	CY	\$150.00	554	\$ 83,100.00		\$0.00	554	\$ 83,100.00
721015	63	Rock Slope Protection (Light, Method B) [F]	CY	\$100.00	1,500	\$ 150,000.00		\$0.00	1,500	\$ 150,000.00
721026	64	Rock Slope Protection (No. 1, Method B) [F]	CY	\$120.00	355	\$ 42,600.00		\$0.00	355	\$ 42,600.00
729011	65	Rock Slope Protection Fabric (Class 8) [P]	SQYD	\$3.50	2,470	\$ 8,645.00		\$0.00	2,470	\$ 8,645.00
730040	66	Minor Concrete (Gutter), Retaining Wall	LF	\$25.00	121	\$ 3,025.00		\$0.00	121	\$ 3,025.00
750501	67	Miscellaneous Metal (Bridge) [P-F]	LB	\$6.00	3,595	\$ 21,570.00		\$0.00	3,595	\$ 21,570.00
839521	68	Cable Railing, Retaining Wall	LF	\$55.00	121	\$ 6,655.00		\$0.00	121	\$ 6,655.00
839717	69	Concrete Barrier (Type 732 Modified) [F]	LF	\$120.00	526	\$ 63,120.00		\$0.00	526	\$ 63,120.00
833140A	70	Pedestrian Handrailing [F]	LF	\$100.00	521	\$ 52,100.00		\$0.00	521	\$ 52,100.00
750000A	71	Bridge Identification Plaque	LS	2000	1	\$ 2,000.00		\$0.00	1	\$ 2,000.00
200114	72	Rock Blanket	SQFT	750	20	\$ 15,000.00		\$0.00	20	\$ 15,000.00
202006	73	Soil Amendment	CY	35	3	\$ 105.00		\$0.00	3	\$ 105.00
202038	74	Packet Fertilizer	EA	.25	468	\$ 117.00		\$0.00	468	\$ 117.00
204035	75	Plant (Group A)	EA	10	126	\$ 1,260.00		\$0.00	126	\$ 1,260.00
204038	76	Plant (Group U)	EA	175	18	\$ 3,150.00		\$0.00	18	\$ 3,150.00
204046A	77	Synthetic Turf	SQFT	10	4570	\$ 45,700.00		\$0.00	4,570	\$ 45,700.00
204099	78	Plant Establishment Work	LS	1293.6	1	\$ 1,293.60		\$0.00	1	\$ 1,293.60
205035	79	Wood Mulch	CY	35	28	\$ 980.00		\$0.00	28	\$ 980.00
205062	80	Root Barrier	LF	5	360	\$ 1,800.00		\$0.00	360	\$ 1,800.00
206560	81	Control and Neutral Conductors [P]	LS	500	1	\$ 500.00		\$0.00	1	\$ 500.00
206562	82	1" Remove Control Valve [P]	EA	200	6	\$ 1,200.00		\$0.00	6	\$ 1,200.00
206908	83	12 Station Irrigation Controller (Pedestal Mounted) [P]	EA	2500	2	\$ 5,000.00		\$0.00	2	\$ 5,000.00
208424	84	1 1/4" Backflow Preventer Assembly [P]	EA	1500	2	\$ 3,000.00		\$0.00	2	\$ 3,000.00
208440	85	Backflow Preventer Enclosure [P]	EA	1000	2	\$ 2,000.00		\$0.00	2	\$ 2,000.00
208441	86	Backflow Preventer Blanket [P]	EA	250	2	\$ 500.00		\$0.00	2	\$ 500.00
208442	87	Flow Sensor [P]	EA	500	2	\$ 1,000.00		\$0.00	2	\$ 1,000.00
208443	88	Rain Sensor [P]	EA	500	2	\$ 1,000.00		\$0.00	2	\$ 1,000.00
208445	89	Tree Well Sprinkler Assembly [P]	EA	35	18	\$ 630.00		\$0.00	18	\$ 630.00
208448	90	Riser Sprinkler Assembly [P]	EA	10	126	\$ 1,260.00		\$0.00	126	\$ 1,260.00

BID ITEM LIST AND ENGINEER'S ESTIMATE

					HBP PARTICIPATING		NON-HBP PARTICIPATING			
ITEM CODE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	TOTAL QUANTITY	GRAND TOTAL AMOUNT
208594	91	3/4" Plastic Pipe (Schedule 40) (Supply Line) [P-F]	LF	4.8	1780	\$ 8,544.00		\$0.00	1,780	\$ 8,544.00
208595	92	1" Plastic Pipe (Schedule 40) (Supply Line) [P-F]	LF	5.9	10	\$ 59.00		\$0.00	10	\$ 59.00
208597	93	1 1/2" Plastic Pipe (Schedule 40) (Supply Line) [P-F]	LF	8.35	125	\$ 1,043.75		\$0.00	125	\$ 1,043.75
208683	94	Ball Valve [P]	EA	150	2	\$ 300.00		\$0.00	2	\$ 300.00
731509	95	Minor Concrete (Concrete Mow Strip)	LF	6.5	1038	\$ 6,747.00		\$0.00	1,038	\$ 6,747.00
731519	96	Minor Concrete (Stamped Concrete)	CY	1100	39	\$ 42,900.00		\$0.00	39	\$ 42,900.00
390135B	97	Misc. Hot Mix Asphalt (Plug) [F]	TON	\$95.00		\$0.00	4	\$380.00	4	\$ 380.00
153103	98	Cold Plane Asphalt Concrete Pavement	SQFT	\$1.50		\$0.00	11,146	\$16,719.00	11,146	\$ 16,719.00
770023	99	Concrete Curb Ramp	EA	\$2,500.00		\$0.00	3	\$7,500.00	3	\$ 7,500.00
770025	100	Concrete Gutter Pan	LF	\$12.00		\$0.00	89	\$1,068.00	89	\$ 1,068.00
511110	101	Drill and Bond Dowel (Epoxy)	LB	\$50.00		\$0.00	70	\$3,500.00	70	\$ 3,500.00
770050	102	Adjust Valve Frame and Cover to Grade	EA	\$400.00		\$0.00	9	\$3,600.00	9	\$ 3,600.00
770051	103	Adjust Utility Cover (Water Meter Box)	EA	\$400.00		\$0.00	4	\$1,600.00	4	\$ 1,600.00
770060	104	12" C-900 Water Main	LF	\$50.00		\$0.00	1,044	\$52,200.00	1,044	\$ 52,200.00
770043	105	48-inch-SDMH	EA	\$6,500.00		\$0.00	1	\$6,500.00	1	\$ 6,500.00
770062	106	Install Water Valve	EA	\$2,500.00	2	\$5,000.00	1	\$2,500.00	3	\$ 7,500.00
770063	107	Install Water Meter, Service, and Meter Box	EA	\$500.00		\$0.00	8	\$4,000.00	8	\$ 4,000.00
770030	108	Relocate 6' Chain Link Fence	LF	\$12.00	135	\$1,620.00	75	\$900.00	210	\$ 2,520.00
770031	109	Relocate Sliding Gate	EA	\$300.00		\$0.00	1	\$300.00	1	\$ 300.00
120090	110	Construction Area Signs	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1	\$ 10,000.00
770080	111	Traffic Signal Modification	LS	\$35,000.00		\$0.00	1	\$35,000.00	1	\$ 35,000.00
208598A	112	2" Plastic Pipe (Schedule 40) (Future Utility Conduit)	LF	\$2.50		\$0.00	1052	\$2,630.00	1,052	\$ 2,630.00
208600A	113	3" Plastic Pipe (Schedule 40) (Future Utility Conduit)	LF	\$5.00		\$0.00	526	\$2,630.00	526	\$ 2,630.00

SUBTOTALS

NOTES

- [F] = Final Pay Item
- [P] = Partial Pay Item

HBP SUBTOTAL	\$3,882,000.00
HBP CONTINGENCY (@ 10%)	\$388,000.00
HBP TOTAL	\$ 4,270,000.00
NON-PARTICIPATING SUBTOTAL	\$642,000.00
NON-PARTICIPATING CONTINGENCY (@10%)	\$64,000.00
NON-PARTICIPATING TOTAL	\$ 706,000.00
GRAND TOTAL	\$ 4,976,000.00



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Authorization to Advertise for Bids - Rehabilitate Former Runway as Commercial Taxiway

SOURCE: Public Works

COMMENT: Plans and specifications for the Rehabilitation of former Runway 25-7 as a Commercial Taxiway have been developed by the City's Airport Consultant, Tartaglia Engineering. The plans and specifications are available for Council's review in the Pete V. McCracken Conference Room. Plans, specifications, and the construction cost estimate have been forwarded to the FAA for review.

The rehabilitation project has been packaged in a Base Bid plus three (3) Additive Alternate bid schedule format. The Base Bid consists of rehabilitation (removal and reconstruction) of the easterly 795 feet of the former runway, including connection to existing Runway 12-30. Additive Alternate A extends this rehabilitation west an additional 235 feet; Additive Alternate B extends the improvement an additional 165 feet; and Additive Alternate C extends the rehabilitation effort an additional 100 feet. With the exception of Additive Alternate A, all improvements are to be of asphalt pavement construction, fifty feet wide. Additive Alternate A includes a portland cement concrete portion 150 feet long by 100 feet wide. Should all bid schedules be awarded, the improvement will extend 1,295 feet west from the edge of Runway 12-30, representing a fraction of the 4,200 feet former length of this runway.

While the airport would like to rehabilitate the entire 4,200 feet of this former runway, limitations on construction are related to available funding. The concrete portion will be used to enhance helicopter operations currently operating here on a seasonal basis. The runway in question has been abandoned for many years. Rehabilitating the runway as a commercial taxiway opens up this corridor for aviation-related commercial development. Public Works, in conjunction with our airport consultant, will actively monitor and pursue future FAA grant opportunities to complete full rehabilitation of the former runway as a commercial taxiway.

The engineer's probable cost for the base bid and additive alternates is as follows:

Description	Base Bid	Base + A	Base +A + B	Base + A + B + C
Project Costs				
Construction	\$552,605.00	\$902,610.00	\$995,680.00	\$1,055,055.00
Soft Costs	\$114,000.00	\$151,000.00	\$181,000.00	\$211,000.00
Total	\$666,605.00	\$1,053,610.00	\$1,176,680.00	\$1,266,055.00

Project Funds				
FAA (90%)	\$599,944.00	\$948,249.00	\$1,059,012.00	\$1,139,449.00
Caltrans (5% of FAA)	\$29,997.00	\$47,412.00	\$52,950.00	\$56,972.00
Porterville	\$36,664.00	\$57,949.00	\$64,718.00	\$69,634.00
Porterville (if Caltrans does not fully participate)	\$66,661.00	\$105,361.00	\$117,668.00	\$126,606.00

Soft costs include construction administration, bidding support, advertising and duplication of documents, City staff support, construction inspection, construction materials testing, and project close out documentation.

The FAA has identified available funds for this project at \$600,000.00. The Additive Alternates are intended to help facilitate award for as much of the work as possible, both through possible favorable bid pricing and also through an increase in funding from the FAA should additional funds become available. The City expects to receive 5% participation from the Caltrans Division of Aeronautics, as it has historically received on past FAA grant projects, although funds are not guaranteed.

In order to cover the most costly scenario, staff recommends that the City account for a 10% share of the Base Bid + Additive Alternates A, B, and C. A construction contingency is not explicitly accounted for in FAA projects, but FAA does allow up to 15% in change orders beyond the awarded contract. In following typical City practices, staff recommends allotting an additional 10% to cover unforeseen conditions that may arise during construction.

The cost estimate on the contract items of work covered by the FAA grant available is \$552,605. A 10% change order allowance (\$55,260) is requested along with \$114,000 for construction management, inspection and material testing, which will be handled by Tartaglia Engineering under their existing airport consulting contract, for a total project estimate of \$721,865.

The FAA grant will fund 90% (\$649,678.50) and the remaining 10% (\$72,186.50) will come from the Airport Development Fund as approved in the 2015/2016 Annual Budget. If the Base Bid + Additive Alternates A, B, and C are all awarded, the City has sufficient funds in the Airport Development Fund to cover the \$137,156 required to make the project whole.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate

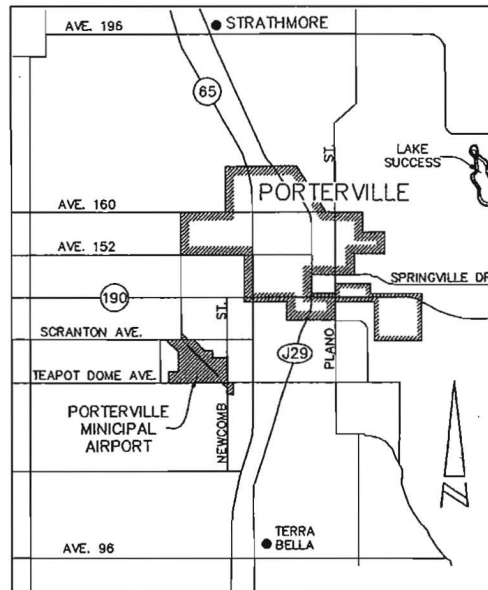
Appropriated/Funded:

Review By:

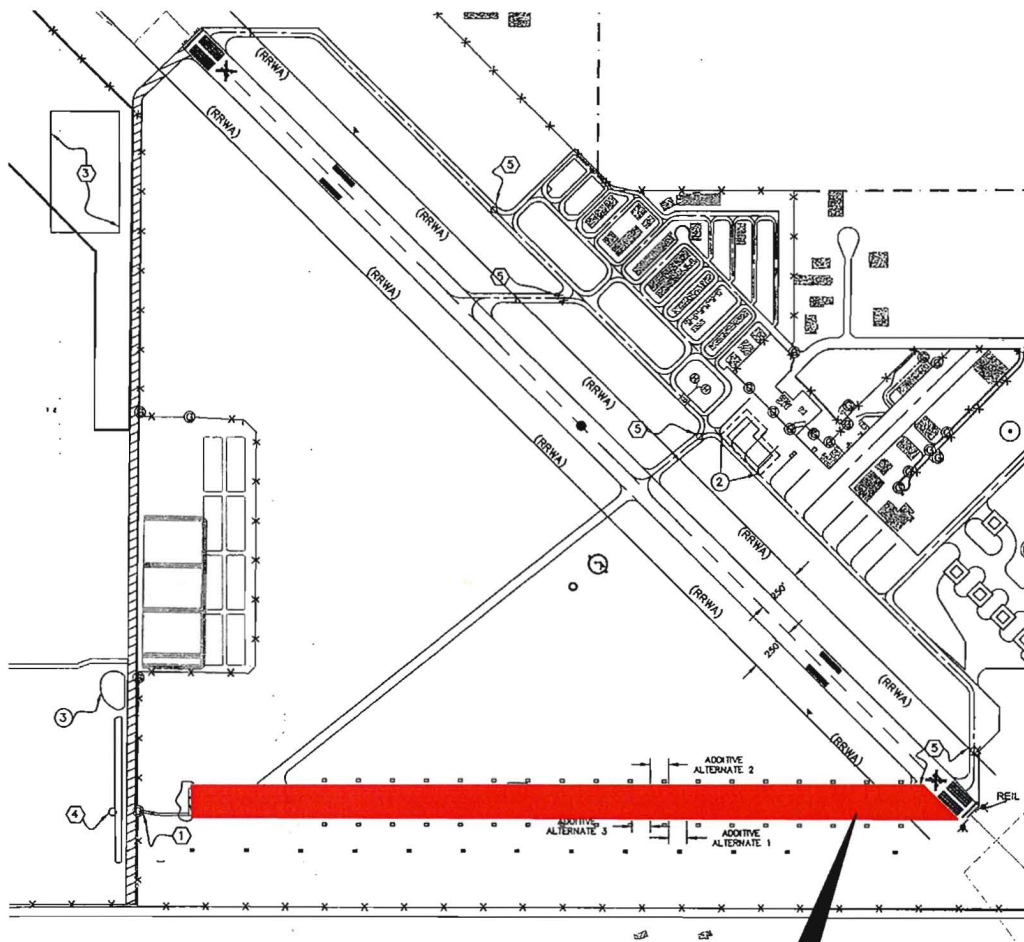
Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



VICINITY MAP



SUBJET LOCATION

BASE BID: STATION 2+05 TO STATION 10+00					
Bid Item	Description	Unit	Quantity	Unit Cost (Figures)	Total Cost (Figures)
1	MOBILIZATION	LS	1.00	\$40,000.00	\$40,000.00
2	SAFETY & SECURITY	LS	1.00	\$10,000.00	\$10,000.00
3	SAWCUT	LF	2,150.00	\$1.70	\$3,655.00
4	REMOVE AND DISPOSE EXISTING LIGHT BASE/PCC PAD	EA	17.00	\$200.00	\$3,400.00
5	REMOVE EXISTING STRUCTURAL SECTION	SY	8,600.00	\$7.50	\$64,500.00
6	EXCAVATION	CY	-	\$1.00	\$0.00
7	SUBGRADE PREPARATION	SY	8,600.00	\$10.00	\$86,000.00
8	UNSUITABLE SUBGRADE ALLOWANCE	T&M	1.00	\$35,000.00	\$35,000.00
9	AGGREGATE BASE	TON	4,850.00	\$33.00	\$160,050.00
10	PRIME COAT	TON	5.00	\$800.00	\$4,000.00
11	ASPHALT PAVEMENT	TON	1,150.00	\$110.00	\$126,500.00
12	PORTLAND CEMENT CONCRETE FLATWORK	SF	-	\$14.00	\$0.00
13	PAVEMENT MARKING	SF	2,800.00	\$2.50	\$7,000.00
14	SITE ENVIRONMENTAL PROTECTION	LS	1.00	\$5,000.00	\$5,000.00
15	MISCELLANEOUS ELECTRICAL	LS	1.00	\$7,500.00	\$7,500.00
	ESTIMATED TOTAL				\$552,605.00

CONSTRUCTION COST ESTIMATE

PORTERVILLE AIRPORT
REHABILITATE FORMER RUNWAY AS COMMERCIAL TAXIWAY

ADDITIVE ALTERNATE A: STATION 10+00 TO STATION 12+35					
Bid Item	Description	Unit	Quantity	Unit Cost (Figures)	Total Cost (Figures)
A1	MOBILIZATION	LS	1.00	\$10,000.00	\$10,000.00
A2	SAFETY & SECURITY	LS	1.00	\$2,000.00	\$2,000.00
A3	SAWCUT	LF	650.00	\$1.70	\$1,105.00
A4	REMOVE AND DISPOSE EXISTING LIGHT BASE/PCC PAD	EA	-	\$200.00	\$0.00
A5	REMOVE EXISTING STRUCTURAL SECTION	SY	3,500.00	\$7.50	\$26,250.00
A6	EXCAVATION	CY	200.00	\$1.00	\$200.00
A7	SUBGRADE PREPARATION	SY	3,500.00	\$10.00	\$35,000.00
A8	UNSUITABLE SUBGRADE ALLOWANCE	T&M	1.00	\$8,000.00	\$8,000.00
A9	AGGREGATE BASE	TON	1,250.00	\$33.00	\$41,250.00
A10	PRIME COAT	TON	2.00	\$800.00	\$1,600.00
A11	ASPHALT PAVEMENT	TON	110.00	\$110.00	\$12,100.00
A12	PORTLAND CEMENT CONCRETE FLATWORK	SF	15,000.00	\$14.00	\$210,000.00
A13	PAVEMENT MARKING	SF	600.00	\$2.50	\$1,500.00
A14	SITE ENVIRONMENTAL PROTECTION	LS	1.00	\$1,000.00	\$1,000.00
A15	MISCELLANEOUS ELECTRICAL	LS	-	\$5,000.00	\$0.00
	ESTIMATED TOTAL				\$350,005.00

ADDITIVE ALTERNATE B: STATION 12+35 TO STATION 14+00					
Bid Item	Description	Unit	Quantity	Unit Cost (Figures)	Total Cost (Figures)
B1	MOBILIZATION	LS	1.00	\$3,000.00	\$3,000.00
B2	SAFETY & SECURITY	LS	1.00	\$2,000.00	\$2,000.00
B3	SAWCUT	LF	350.00	\$1.70	\$595.00
B4	REMOVE AND DISPOSE EXISTING LIGHT BASE/PCC PAD	EA	-	\$200.00	\$0.00
B5	REMOVE EXISTING STRUCTURAL SECTION	SY	1,700.00	\$7.50	\$12,750.00
B6	EXCAVATION	CY	-	\$1.00	\$0.00
B7	SUBGRADE PREPARATION	SY	1,700.00	\$10.00	\$17,000.00
B8	UNSUITABLE SUBGRADE ALLOWANCE	T&M	1.00	\$2,000.00	\$2,000.00
B9	AGGREGATE BASE	TON	900.00	\$33.00	\$29,700.00
B10	PRIME COAT	TON	1.00	\$800.00	\$800.00
B11	ASPHALT PAVEMENT	TON	210.00	\$110.00	\$23,100.00
B12	PORTLAND CEMENT CONCRETE FLATWORK	SF	-	\$14.00	\$0.00
B13	PAVEMENT MARKING	SF	450.00	\$2.50	\$1,125.00
B14	SITE ENVIRONMENTAL PROTECTION	LS	1.00	\$1,000.00	\$1,000.00
B15	MISCELLANEOUS ELECTRICAL	LS	-	\$5,000.00	\$0.00
	ESTIMATED TOTAL				\$93,070.00

CONSTRUCTION COST ESTIMATE

PORTERVILLE AIRPORT

REHABILITATE FORMER RUNWAY AS COMMERCIAL TAXIWAY

ADDITIVE ALTERNATE C: STATION 14+00 TO STATION 15+00					
Bid Item	Description	Unit	Quantity	Unit Cost (Figures)	Total Cost (Figures)
C1	MOBILIZATION	LS	1.00	\$3,000.00	\$3,000.00
C2	SAFETY & SECURITY	LS	1.00	\$2,000.00	\$2,000.00
C3	SAWCUT	LF	250.00	\$1.70	\$425.00
C4	REMOVE AND DISPOSE EXISTING LIGHT BASE/PCC PAD	EA	-	\$200.00	\$0.00
C5	REMOVE EXISTING STRUCTURAL SECTION	SY	1,000.00	\$7.50	\$7,500.00
C6	EXCAVATION	CY	-	\$1.00	\$0.00
C7	SUBGRADE PREPARATION	SY	1,000.00	\$10.00	\$10,000.00
C8	UNSUITABLE SUBGRADE ALLOWANCE	T&M	1.00	\$2,000.00	\$2,000.00
C9	AGGREGATE BASE	TON	550.00	\$33.00	\$18,150.00
C10	PRIME COAT	TON	1.00	\$800.00	\$800.00
C11	ASPHALT PAVEMENT	TON	125.00	\$110.00	\$13,750.00
C12	PORTLAND CEMENT CONCRETE FLATWORK	SF	-	\$14.00	\$0.00
C13	PAVEMENT MARKING	SF	300.00	\$2.50	\$750.00
C14	SITE ENVIRONMENTAL PROTECTION	LS	1.00	\$1,000.00	\$1,000.00
C15	MISCELLANEOUS ELECTRICAL	LS	-	\$5,000.00	\$0.00
	ESTIMATED TOTAL				\$59,375.00

CONSTRUCTION COST ESTIMATE
**PORTERVILLE AIRPORT
REHABILITATE FORMER RUNWAY AS COMMERCIAL TAXIWAY**

PROJECT COSTS					
		Base Bid	Base Bid + Add. Alt. A	Base Bid + Add. Alt. A & B	Base Bid + Add. Alt. A, B & C
Construction Time		45 Working Days	60 Working Days	75 Working Days	90 Working Days
Stations		2+05 to 10+00	2+05 to 12+35	2+05 to 14+00	2+05 to 15+00
Item	Description	Cost			
1	Grant Management: App., ACIP's, 271's	\$0.00	\$0.00	\$0.00	\$0.00
2	Topographic Survey	\$0.00	\$0.00	\$0.00	\$0.00
3	Preparation of Plans and Specifications	\$0.00	\$0.00	\$0.00	\$0.00
4	Environmental Documentation - Cat Ex	\$0.00	\$0.00	\$0.00	\$0.00
5	Permit	\$0.00	\$0.00	\$0.00	\$0.00
6	Construction	\$552,605.00	\$902,610.00	\$995,680.00	\$1,055,055.00
7	Construction Administration	\$20,000.00	\$25,000.00	\$30,000.00	\$35,000.00
8	Inspection	\$45,000.00	\$60,000.00	\$75,000.00	\$90,000.00
9	Construction Staking	\$12,000.00	\$17,000.00	\$20,000.00	\$23,000.00
10	Materials Testing	\$20,000.00	\$30,000.00	\$35,000.00	\$40,000.00
11	Project Close Out: As-Built Plans, Report	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
12	Document Duplication & Advertising	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
13	Sponsor Administration	\$10,000.00	\$12,000.00	\$14,000.00	\$16,000.00
	TOTAL	\$666,605.00	\$1,053,610.00	\$1,176,680.00	\$1,266,055.00

PROJECT FUNDING				
FAA GRANT (90%)	\$599,944.50	\$948,249.00	\$1,059,012.00	\$1,139,449.50
CALTRANS (5% OF FAA)	\$29,997.23	\$47,412.45	\$52,950.60	\$56,972.48
CITY OF PORTERVILLE (IF CALTRANS PARTICIPATES)	\$36,663.28	\$57,948.55	\$64,717.40	\$69,633.03
CITY OF PORTERVILLE (IF CALTRANS DOES NOT PARTICIPATE)	\$66,660.50	\$105,361.00	\$117,668.00	\$126,605.50

All Calculations based on estimate. Actual grant to be based on bids received after public bidding of the project.



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Award Solar Photovoltaic System Power Purchase Agreement - Waste Water Treatment Facility

SOURCE: Public Works

COMMENT: On September 15, 2015, City Council authorized staff to request proposals for Solar Photovoltaic (PV) System Power Purchase Agreement (PPA). The action was predicated on the upcoming additional electrical load at the Waste Water Treatment Facility (WWTF). Cushman Contracting Corporation is currently under contract to replace the 20-plus-year-old methane gas driven air blower engines with new, more efficient electric blowers. While the equipment will undoubtedly improve the operation of the WWTF's biological treatment process, the project will significantly increase the amount of electricity imported by the City.

Staff utilized Carollo Engineers to prepare the Request for Proposals. In addition, Carollo's scope of services included the evaluation of each proposal for completeness and to recommend which proposal is most feasible over the lifespan of the PPA.

On November 19, 2015, staff received two (2) Solar PV system PPA proposals, one from SolarCity and the other from ImMODO Energy Services/Sol Systems LLC. Staff believes both companies are competitive and can provide the services required within the Request for Proposals. After careful consideration, staff and Carollo Engineers found the ImMODO Energy Services/Sol System LLC's 25-year PPA to be the best option for the City.

On January 4, 2016, a Notice of Public Hearing was advertised for award of the PV system and PPA. On January 19, 2016, the Public Hearing date was postponed to February 2, 2016. On February 2, 2016, the Public Hearing was held per the requirements of Energy Code 4214.12 and City Council authorized Staff, with assistance from the City Attorney, to negotiate a 25-year/\$0.0868 PPA contract with ImMODO Energy Service/Sol System LLC.

The 25-year PPA is structured such that ImMODO Energy Service/Sol System LLC is responsible for all costs associated with the installation and maintenance of the solar facility. There are incidental costs such as consulting fees and staff time to administer the project. The Waste Water Treatment Reserve Fund is the financial source for this project as approved by the 2015/2016 Fiscal Year Annual budget.

RECOMMENDATION: That City Council authorize staff, with assistance from the City Attorney, to enter into a Power Purchase Agreement with ImMODO Energy Services/Sol System LLC.

ATTACHMENTS: 1. ImMODO Energy Services/Sol System LLC Solar Photovoltaic System Power Purchase Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

FORM SOLAR PHOTOVOLTAIC SYSTEM POWER PURCHASE AGREEMENT

This Solar Photovoltaic System Power Purchase Agreement (“Agreement”) is entered into by the parties listed below, Host Customer and System Owner (each a “Party” and collectively the “Parties”), as of the date signed by System Owner below (“Effective Date”).This Agreement includes these first two pages constituting a Cover Sheet (the “Cover Sheet”),together with the Exhibits.

Host Customer	a [insert state of formation] [insert type of entity] (“Host Customer”)	System Owner	SOL SYSTEMS, LLC a Delaware Limited Liability Corporation (“System Owner”)
Name and Address	Host Customer Name, [Inc.] 111 Street Name City, State 00000-0000 Attention: Host Customer Contact	Name and Address	Sol Systems, LLC 1718 Connecticut Ave NW Washington, DC 20009 Attention: _____
Phone	(____) ____ - _____	Phone	(____) ____ - _____
Fax	(____) ____ - _____	Fax	(360) 935-7860
E-mail	_____@_____	E-mail	_____@_____
Premises Ownership	Host Customer ☐ owns ☐ leases the Premises. List Premises Owner, if different from Host Customer: _____		

SOLAR ELECTRICITY PRICE

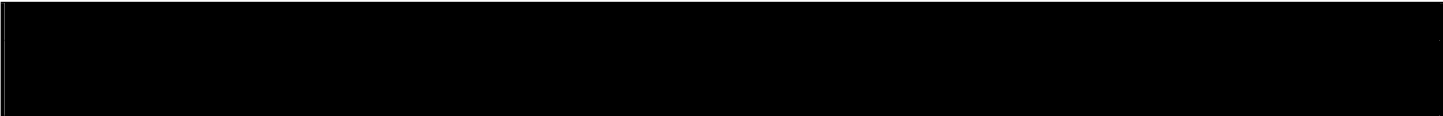
8.68/100 dollars (\$0.0868) per kWh, with a zero percent (0%) annual escalator

Term:

Contract Year	Price (per kWh)
1	\$0.0868
2	\$0.0868
3	\$0.0868
4	\$0.0868
5	\$0.0868
6	\$0.0868
7	\$0.0868
8	\$0.0868
9	\$0.0868
10	\$0.0868
11	\$0.0868
12	\$0.0868
13	\$0.0868
14	\$0.0868
15	\$0.0868
16	\$0.0868
17	\$0.0868
18	\$0.0868
19	\$0.0868
20	\$0.0868
21	\$0.0868
22	\$0.0868
23	\$0.0868
24	\$0.0868
25	\$0.0868
Renewal Term Contract Year	Price (per kWh)
1	TBD
2	TBD
3	TBD
4	TBD

Buyout Terms

Buyout Price, Year 6: \$2,077,600
Buyout Price, Year 15: \$1,456,300



SYSTEM INFORMATION

Address:	For Legal Description of Premises, See Exhibit 2.
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Expected Nameplate Capacity of System (kW DC): 1,318

Estimated Service Commencement Date:

System Owner’s Insurance: At all times relevant to this Agreement, System Owner shall maintain (or shall cause its Contractors to maintain), with a company or companies licensed or qualified to do business in the State of California and rated A / VIII or above by A.M. Best, workers’ compensation insurance in compliance with appropriate federal and State of California laws, employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee, and commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions or this Agreement, with limits of not less than \$2,000,000 per occurrence and in the aggregate, \$1,000,000 products and completed operations aggregate, and \$1,000,000 personal injury and advertising injury per offense.

Host Customer’s Insurance: At all times relevant to this Agreement, Host Customer shall maintain, with a company or companies licensed or qualified to do business in the State of California and rated A / VIII or above by A.M. Best, workers’ compensation insurance in compliance with appropriate federal and State of California laws, employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee, and commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions or this Agreement, with limits of not less than \$2,000,000 per occurrence and in the aggregate, \$2,000,000 products and completed operations aggregate; and \$1,000,000 personal injury and advertising injury per offense.

Governing Law and Jurisdiction: This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of California, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction. The Parties hereby consent and submit to the personal jurisdiction of the courts of Tulare County, California. *This Agreement is entered into and to be performed in Tulare County, California.*

EXHIBITS: The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit 1	General Terms and Conditions	Exhibit 4	Credit Information
Exhibit 2	Premises Description	Exhibit 5	Host Safety Program
Exhibit 3	System Description and Layout		

Host Customer: [Host Customer Name, [Inc.]]

Signature: _____

Printed Name: _____

Title: _____

Date: _____

System Owner: Sol Systems, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____ (the Effective Date)

EXHIBIT 1: GENERAL TERMS AND CONDITIONS

RECITALS

WHEREAS, Host Customer owns and controls certain property located in [insert City, State] which uses electricity (“Premises”);

WHEREAS, System Owner is willing to design, install, own, operate and maintain a solar photovoltaic electric generating system (“System”), on Premises;

WHEREAS, the System would satisfy a portion of Host Customer’s electricity requirements at Host Customer’s Premises, and System Owner desires to sell and Host Customer desires to purchase all of the electricity generated by the System (“Output”);

WHEREAS, Host Customer is willing to provide System Owner with access to, and the right to occupy a portion of, its property for the purpose of having the System Owner design, install, operate and maintain the System;

WHEREAS, System Owner and Host Customer agree that System Owner will obtain and retain all Environmental Credits and all Financial Incentives and Tax Benefits associated with the installation, ownership, operation and Output of the System;

NOW, THEREFORE, in consideration of the agreements and covenants set forth in this Agreement, the Parties hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 Definitions

“Agreement” means this Solar Photovoltaic System Power Purchase Agreement, as the same may be modified or amended from time to time in accordance with the provisions hereof.

“Ancillary Services” means any supplemental services necessary to support the transmission of electric power from a seller to a purchaser and available from the System from time to time, whether existing as of the Effective Date or thereafter.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of any governmental authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such governmental authority.

“Capacity” means electrical capacity that is dependent upon the availability and operation of the System, measured in kilowatts.

“Contractors” means the independent contractors engaged by System Owner to perform any of System Owner’s obligations hereunder and shall include the independent contractors subcontracted by independent contractors engaged by System Owner as set forth in Section 4.4.

“Contract Year” means each 365 day period in which the System is operational, commencing on the commissioning of the System.

“Cover Sheet” means the first two pages of the Agreement.

“Defaulting Party” has the meaning set forth in Section 15.1.

“Delivery Point” means the physical location where the System connects to the Site Electrical System.

“Dispute” has the meaning set forth in Section 18.1.

“Disruption of Delivery” means a disruption of delivery when the System Owner is capable of generating and delivering Output to Host Customer as set forth in Section 11.3.

“Due Date” means the due date that Host Customer must pay an invoice for Output as set forth in Section 9.7(a).

“Effective Date” means the date of execution of this Agreement as set forth in the Cover Sheet.

“Environmental Credits” means any and all federal, state or local renewable energy or emissions credits, offsets, or green tags, whether related to any renewable portfolio standard, renewable energy purchase requirement, carbon cap or trade market, or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to System Owner as owner of the

System or producer of Output or available to Host Customer as the purchaser or user of Output.

“Event of Default” has the meaning set forth in Section 15.1.

“Financial Incentives and Tax Benefits” means any and all federal, state or local rebates, tax credits, energy production credits, or depreciation incentives related to any renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to System Owner as producer of Output or available to Host Customer as the purchaser or user of Output.

“Force Majeure” has the meaning set forth in Section 14.1.

“Force Majeure Event” means an event of Force Majeure.

“Host Customer” has the meaning set forth in the Cover Sheet.

“Host Utility” means the electric distribution company serving or connected to the Host Customer.

“Indemnified Parties” has the meaning set forth in Section 15.5.

“Indemnifying Party” has the meaning set forth in Section 15.5.

“Installation Period” means the period commencing on the satisfaction of the pre-installation conditions of Section 3.1 and continuing to the Service Commencement Date.

“Late Fee” means the late fee that System Owner may impose on Host Customer for payments not made by the Due Date pursuant to Section 9.7(b).

“Letter of Credit” means an irrevocable, transferable standby letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank which, at all times (i) has a credit rating of at least “A-” from Standard & Poor’s Ratings Service or at least “A3” from Moody’s Investors Service, Inc., or (ii) is otherwise reasonably acceptable to System Owner, in each case in a form reasonably acceptable to System Owner. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

“Meter” means the standard instrument(s) and equipment installed at the Site by System Owner as part of the System to be used to measure and record the Output delivered to the Host Customer at the Delivery Point.

“Net Metering Arrangements” shall have the meaning set forth in Section 4.7.

“Non-Defaulting Party” has the meaning set forth in Section 15.1.

“Non-Delivery Period” has the meaning set forth in Section 15.1(a).

“Output” means, and is limited to, the electricity produced by the System and delivered to Host Customer at the Delivery Point.

“Party” and “Parties” each have the meanings set forth in the Cover Sheet.

“Performance Assurance” means (i) cash collateral in U.S. Dollars, (ii) a Letter of Credit, (iii) a Surety Bond, or (iv) any other cash collateral or security reasonably acceptable to the requesting Party.

“Person” means any natural person, partnership, trust, estate, association, corporation, limited liability company, governmental authority or agency or any other individual or entity.

“Premises” means Host Customer’s property, as described in Exhibit 2.

“Renewal Term” has the meaning set forth in Section 2.2.

“Services” means the design, installation and testing of the System and, upon successful completion of installation and testing, the operation, maintenance and repair of the System, by System Operator as necessary to produce and delivery Output to Host Customer in accordance with the terms and conditions of this Agreement.

“Service Commencement Date” means the successful completion of the installation and testing of the System with notice to Host Customer that the System is ready to deliver Output as set forth in Section 4.9.

“Service Term” means the period commencing on the Service Commencement Date and continuing until the termination of this Agreement.

“Site” means the area on the Premises described in Exhibit 2 on which the System Owner will install the System.

“**Site Electrical System**” means Host Customer’s existing building electrical systems that are owned or leased, operated, maintained and controlled by Host Customer, and which systems are interconnected with the Host Utility.

“**Solar Electricity Price**” means the price specified in the Cover Sheet that Host Customer shall pay System Owner for the delivery of Output.

“**Surety Bond**” means a performance bond issued by an insurer or company rated A / VIII or above by A.M. Best.

“**System**” means all equipment and materials, including but not limited to photovoltaic arrays, DC/AC inverters, wiring, meters, tools, software, and any other property now or hereafter installed, owned, operated, or controlled by System Owner for the purpose of, or incidental or useful to, maintaining and modifying the use of the solar generation system and providing Output to Host Customer at the Delivery Point. The System is described more particularly in Exhibit 3. For the avoidance of doubt, the System specifically excludes any part of the Site Electrical System.

“**System Owner**” has the meaning set forth in the Cover Sheet.

“**Tariff**” means the tariff of the Host Utility that set forth the interconnection and net metering standards and requirements for the System to operate and for System Owner to deliver Output to Host Customer in accordance with terms and conditions of this Agreement.

“**Term**” means the period of time that this Agreement shall be in effect as set forth in Article II.

1.2 Interpretation. In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include the other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and other modifications to such instruments, and references to Persons include their respective successors and permitted assigns.

1.3 Service Contract. The Parties intend that this Agreement be treated as a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code.

ARTICLE II
TERM

2.1 Term. The Term of this Agreement shall commence on the Effective Date and shall terminate twenty-five (25) years following the Service Commencement Date, unless terminated earlier in accordance with provisions of this Agreement.

2.2 Renewal. Host Customer and System Owner may agree to a five (5) year renewal of the Agreement beyond the end of the Service Term, after which Host Customer and System Owner may agree to a second five (5) renewal of the Agreement (each a “**Renewal Term**”). In the event that the Parties agree to a Renewal Term, Host Customer shall pay the Solar Electricity Price for Output during the Renewal Term as set forth in the Cover Sheet.

ARTICLE III
SYSTEM DETAILED DESIGN

3.1 Pre-Installation Conditions

(a) *Completion of Detailed System Design.* At the time of the execution of this Agreement, Host Customer shall have provided System Owner with all available, necessary and up-to-date Premises, Site and Site Electrical System drawings, specifications and other documentation which Host Customer possesses that System Owner may reasonably require to develop and complete a detailed System design. For this purpose Host Customer shall provide System Owner with access to the Premises and the Site to verify field conditions, and shall make appropriate staff available to answer questions and provide information required by System Owner to support the detailed design process.

(b) *Receipt of Required Third Party Authorizations.* Host Customer shall have obtained or shall obtain on behalf of itself

and System Owner, any and all easements, leases, licenses, consents, acknowledgments, approvals and other rights and authorizations from third parties, including entities or persons holding any mortgage or other lien or lease burdening the Premises on the Effective Date, necessary for System Owner to begin installation of the System at the Site, to install and test the System, to produce and deliver Output to Host Customer to the Delivery Point, and to own, operate and maintain the System under this Agreement. Host Customer shall obtain and forward the foregoing authorizations and approvals to System Owner as each is received.

(c) *Receipt of all Necessary Construction and Other Permits.* System Owner shall apply for, pay for, and obtain all necessary construction and other permits from local authorities and Host Utility. Host Customer shall cooperate with System Owner as necessary in the permitting process and shall apply directly for permits if necessary. System Owner shall deliver copies of all permits obtained to Host Customer upon Host Customer’s request, and where applicable Host Customer shall do the same.

(d) *Financing.* System Owner shall have secured all necessary financial commitments sufficient for the Systems to be installed at the Site.

(e) *Failure to Satisfy Pre-Installation Conditions.*

(i) If System Owner determines in its sole discretion that a pre-installation condition set forth in this Section 3.1 cannot be satisfied, or that the System as described in Exhibit 3 cannot be installed on the Site because the roof or structure is structurally inadequate to support the System, if the applicable System is rooftop or carport mounted photovoltaic system, the Site Electrical System is inadequate to accept the Output of the System, or other requirements are discovered that would add to the cost of the System, System Owner will notify Host Customer that the System cannot be constructed as proposed, and this Agreement will terminate with neither Party having further obligations under this Agreement; *provided however*, that the Parties may agree to amend this Agreement to accommodate a revised, feasible System in which case the Parties shall agree to a revised System design and execute an amendment to this Agreement with revised Exhibit 3.

(ii) If System Owner determines that the drawings, specifications and other documentation provided to System Owner by Host Customer pursuant to Section 3.1(a) are not correct or complete, and that revisions thereto would add to the cost of the System, System Owner will notify Host Customer that the System cannot be constructed as proposed, this Agreement will terminate, and Host Customer will reimburse System Owner for all reasonable third party and materials costs incurred up to the termination; *provided however*, that the Parties may agree to amend this Agreement to accommodate a revised, feasible System in which case the Parties shall agree to a revised System design and execute an amendment to this Agreement with revised Exhibits 2, 3 and 4.

ARTICLE IV
SYSTEM INSTALLATION

4.1 System Installation.

(a) *Installation Schedule.* System Owner will provide Host Customer with a proposed installation schedule and an estimated Service Commencement Date. Host Customer shall have five (5) business days to review and comment on the schedule or the proposed schedule will be considered approved. System Owner will notify Host Customer of any material changes to the proposed schedule and any revisions to the estimated Service Commencement Date during the Installation Period.

(b) *Right of Access During Installation Period.* System Owner and its Contractors shall have the right of access specified in Article VI during the Installation Period and will coordinate installation activities with Host Customer to minimize interference with normal operations at the Premises, to the extent reasonably practical and without causing undue delay in the Service Commencement Date. Any work that requires interruption of electricity to Host Customer’s Premises will be identified in the installation schedule, and System Owner or its Contractors will receive approval from Host Customer prior to any such interruption.

4.2 *Flooding and Maintenance of the Waste Water Treatment Center.* During the Installation Period, Host Customer shall not and shall not permit the Site to be flooded and shall refrain from any maintenance of the Site or the City of Porterville Waste Water Treatment Facility which would adversely affect the installation activities of System Owner. Host Customer shall indemnify System

Owner and its contractors from and against all loss, damage, expense and liability in connection with this Section 4.2 to the extent caused by, or arising out of the failure of Host Customer to comply with the provisions of this Section 4.2.

(a)

(b) *Installation to Specifications and Standards.* Upon satisfaction of the pre-installation conditions of Section 3.1, System Owner will begin installation at the Site. System Owner shall install, and test the System on the Site. System Owner shall perform Services in a good and workmanlike manner and in compliance with all Applicable Laws and regulations, including System compliance with the Host Utility's interconnection and Tariff requirements.

(c) *Output During System Testing.* During the Installation Period, System Owner or its Contractors may test the System, and Host Customer shall accept delivery of any Output resulting from such testing during the Installation Period. There shall be no charge to Host Customer for Output delivered from the System during the Installation Period.

(d) *Connection of System to Site Electrical System.* System Owner shall be responsible for the interconnection of the System to the Site Electrical System and shall be solely responsible for all equipment, maintenance, and repairs associated with such interconnection equipment in accordance with the terms and conditions of this Agreement. Host Customer shall at all times own and be responsible for the operation and maintenance of the Site Electrical System at and from the Delivery Point.

4.3 Hazardous Materials and Refuse.

(a) *Host Customer Representation.* Host Customer represents that at the time it executes this Agreement, it has disclosed to System Owner any and all hazardous materials that exist at the Site or Premises in Exhibit 2 of this Agreement.

(b) *System Owner Responsibilities.* During the Installation Period and thereafter, System Owner agrees and shall cause its Contractors to agree, as follows:

(i) To take reasonable measures to reduce or mitigate noise, dust, the spread of debris and installation materials;

(ii) To remove all debris, extra materials, scaffolding, tools, machinery and other installation materials from the Site and other work areas at the conclusion of the Installation Period; and

(iii) To use and dispose of any "hazardous materials" as defined in any applicable federal or state environmental laws brought to the Site or the Premises in connection with Services being performed in accordance with all Applicable Laws.

(c) *Effect of Discovery of Hazardous Materials.* If System Owner or its Contractors discover any hazardous materials existing on the Premises or the Site during the installation and testing of the System that System Owner reasonably believes may require removal or remediation, or that otherwise impairs or prevents installation and testing of the System, System Owner shall promptly notify Host Customer, and System Owner may, in its sole discretion, suspend installation or testing of the System until such time as Host Customer has removed the hazardous materials and remediated the Premises to System Owner's satisfaction. System Owner shall have no responsibility or liability in respect of hazardous materials existing at the Premises (other than any hazardous materials brought to the Premises by or on behalf of System Owner). If Host Customer does not agree on a schedule and terms to remove the hazardous materials which permits System Owner to resume installation within thirty (30) days following the discovery of such hazardous materials at the Premises or the Site, then such failure shall be an Event of Default, Host Customer shall be liable for damages as a Defaulting Party in accordance with the provisions of Article XV, and System Owner may terminate this Agreement.

(d) *Mutual Indemnification.* Each Party agrees to indemnify and hold harmless the other Party for any claims, fines, damages, and costs (including attorney's and consultant's fees) arising out of hazardous material liability to the extent the Party is responsible for such hazardous materials and is thus an Indemnifying Party under Section 15.5. This clause shall survive the termination of this Agreement and expiration of the Service Term.

4.4 Licenses, Permits and Inspections During Installation. System Owner shall maintain and shall ensure that its Contractors maintain all required licenses and permits during the Installation Period. System Owner and its Contractors shall obtain all inspections

required by all authorities having jurisdiction during the Installation Period and during the Term. Certificates of inspection or other appropriate documentation by said authorities shall be delivered to Host Customer upon completion of the installation of the System.

4.5 Contractors.

(a) *Subcontracting Requirements.* System Owner may hire Contractors by subcontracting the performance of any part or all of the Services System Owner is obligated to provide hereunder. All Contractors so engaged by System Owner shall be required by contract to have all permits, licenses, insurance and registrations required to perform the Services subcontracted to them.

(b) *Host Customer Right to Remove Contractors from Site for Cause.* Host Customer shall have the right to require the removal from the Site of any Contractor or the agents, employees or subcontractors of such Contractor, who, in Host Customer's sole judgment, exhibit unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.

4.6 Safe Workplace. While at the Premises and the Site, System Owner and its Contractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all Applicable Laws. System Owner shall cause the work to be carried out in accordance with Host Customer's published safety program, a copy of which has been delivered to System Owner.

4.7 Installation of Meter. System Owner shall install the Meter at the Delivery Point to measure the amount of Output delivered by the System to Host Customer. System Owner will own, operate and maintain the Meter during the Service Term at its own expense.

4.8 Net Metering Arrangements.

(a) *System Owner Notification to Make Net Metering Arrangements.* System Owner shall provide Host Customer with timely notification that Host Customer must make Net Metering Arrangements with the Host Utility in order for System Owner to be able to complete the installation and testing of the System. Within ten (10) business days of such notification from System Owner, Host Customer shall enter into Net Metering Arrangements by executing such agreements as may be required by Host Utility to permit the interconnection of the System with the Site Electrical System and to allow any Output of the System not consumed by the Host Customer to flow to the Host Utility. Host Customer shall promptly provide copies of such agreements and arrangements to System Owner when executed.

(b) *Required Documentation.* System Owner shall provide Host Customer with documentation under System Owner's control that the Host Utility requires by its Tariff to demonstrate that the System complies with the requirements of the Host Utility's interconnection standards.

4.9 Internet Access. Consistent with the System Description and Specifications in Exhibit 3, Host Customer shall make available to System Owner such internet access at the Premises and the Site for the continuous remote monitoring of the System's operation and performance.

4.10 Notification of Service Commencement Date. Upon the successful completion of the installation and testing of the System and Host Utility approval to operate the System, System Owner shall provide Host Customer with notice (a) that the System is ready to deliver Output and (b) of the Service Commencement Date.

ARTICLE V
OPERATION AND MAINTENANCE OF THE PREMISES, SYSTEM, SITE, AND SITE ELECTRICAL SYSTEM

5.1 System Owner Operation, Maintenance and Repair of System.

(a) System Owner shall maintain the System in good working condition, excluding ordinary wear and tear, and shall operate the System in accordance with all Applicable Laws, regulations and ordinances.

(b) If the System is damaged due to the negligence or intentional misconduct of Host Customer, then Host Customer shall be responsible for such costs incurred by System Owner for the repair or replacement of the System to the extent of its negligence or intentional misconduct.

5.2 System Owner Operation and Maintenance Contractors.

(a) *Contractor Requirements.* System Owner may engage Contractors to operate, maintain and repair the System. System Owner shall require any such Contractors to have all licenses,

permits and registrations and obtain inspections required for such service providers, and any such Contractors shall maintain insurance as required by Article XVI.

(b) *Host Customer Right to Remove Contractors from Site for Cause.* Host Customer shall have the right to require the removal from the Site of any Contractor or the agents, employees or subcontractors of such Contractor, who, in Host Customer's sole judgment, exhibit unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.

(c) *Safe Workplace.* While at the Premises and the Site, System Owner and its Contractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all Applicable Laws. System Owner shall cause the work to be carried out in accordance with Host Customer's published safety program, a copy of which has been delivered to System Owner.

5.3 Host Customer Operation, Maintenance and Repair of Premises and Site.

(a) *Host Customer Responsibility and Coordination with System Owner.* Host Customer shall be solely responsible for the operation, maintenance and repair of the Premises and the Site, including any repair, maintenance or replacement of the roof or structure on which the System is located, if the applicable System is rooftop or carport mounted photovoltaic system. Host Customer will advise System Owner in writing prior to making any adjustments, modifications, or upgrades to the Premises or Site to ensure that the Output of the System is not negatively impacted. The duration of any maintenance or repair that disrupts System Output shall constitute a Disruption of Delivery on the part of the Host Customer in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by System Owner as set forth in Section 15.1(a); *provided*, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of System Owner, then the period required for maintenance or repair shall not constitute a Disruption of Delivery on the part of the Host Customer. Host Customer and System Owner shall coordinate such activities so as to minimize disruption to the System.

5.4 *Flooding and Maintenance of the Waste Water Treatment Facility.* Host Customer shall only flood the Site when necessary for the maintenance of the City of Porterville Waste Water Treatment Facility and in no event more than once a Contract Year. In the event that the Host Customer floods the Site or performs maintenance on the Site or the City of Porterville Waste Water Treatment Facility and such activity negatively disrupts the Output, such activity shall constitute a Disruption of Delivery on the part of Host Customer in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by System Owner as set forth in Section 15.1(a); *provided*, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of System Owner, then the period required for maintenance or repair shall not constitute a Disruption of Delivery on the part of the Host Customer. Host Customer and System Owner shall coordinate such activities so as to minimize disruption to the System. Host Customer shall indemnify System Owner and its contractors from and against all loss, damage, expense and liability in connection with this Section 5.4 to the extent caused by, or arising out of, the acts or omissions of Host Customer related to the flooding or maintenance of the City of Porterville Waste Water Treatment Facility, or the failure of Host Customer to comply with the provisions of this Section 5.4.

5.5 Host Customer Maintenance and Repair of Site Electrical System.

(a) Host Customer shall maintain the Site Electrical System in good working order, and shall perform such other maintenance, repair and upgrades as may be required including but not limited to such work required by the Host Utility or by Applicable Law. Host Customer will advise System Owner in writing prior to making any adjustments, modifications, or upgrades to the Site Electrical System to ensure that the Output of the System is not negatively impacted.

(b) The duration of any maintenance, repair, or upgrade that disrupts System Output shall constitute a Disruption of Delivery on the part of the Host Customer in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by System Owner as set forth in Section 15.1(a); *provided*, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of System Owner, then the period required for such maintenance or repair shall not constitute a Disruption of Delivery on

the part of the Host Customer. Host Customer and System Owner shall coordinate such activities so as to minimize disruption to the System.

5.6 Notice of System Malfunction and Non-Interference. Host Customer shall notify System Owner immediately upon learning of (a) any material malfunction of or damage to the System and (b) any interruption or alteration of the energy supply to the Premises. Host Customer may not adjust, modify, maintain, alter, service or in any way interfere with the System, except as authorized in writing by System Owner, or in the event of an emergency if there is an imminent threat to life or property in which case Host Customer shall give System Owner or its designated Contractor immediate notice of such emergency. Host Customer shall be responsible for any damage to the System that is caused by its negligent or intentional interference with the System.

5.7 Host Customer Continuing Responsibility for Net Metering. At all times during the Service Term, Host Customer shall maintain the Net Metering Arrangements and any other related agreements.

5.8 Internet Access. Consistent with the System Description and Specifications in Exhibit 3, Host Customer shall make available to System Owner such internet access at the Premises and the Site for the continuous remote monitoring of the System's operation and performance.

**ARTICLE VI
ACCESS AND SPACE PROVISIONS**

6.1 Adequate Space for Installation. Host Customer shall provide System Owner and its Contractors with adequate space on the Premises and the Site during the Installation Period for System Owner's installation and testing of the System, including reasonable staging and lay down areas.

6.2 Adequate Access for System Owner; Grant of License.

(a) Host Customer shall provide System Owner adequate access to the Premises and the Site for System Owner's installation, operation, maintenance, and, to the extent applicable, repair, replacement or removal of all or part of the System. Host Customer shall provide System Owner access to the Premises during regular business hours, outside of regular business hours upon reasonable request of System Owner, and at any time in the event of an emergency as may be necessary for System Owner to fulfill its obligations under this Agreement. Such access shall be subject to reasonable supervision by Host Customer as Host Customer may require. System Owner shall use reasonable efforts to minimize disruption to Host Customer's operations.

(b) This Agreement shall constitute a non-exclusive license throughout the Term of this Agreement granting System Owner reasonable access to, occupancy of and use of the Premises for System Owner to exercise its rights and meet its obligations hereunder. Host Customer will insure that any other license or other allowed use of the Premises shall not interfere with System Owner's reasonable access hereunder.

(c) As used in this Article VI access rights applicable to System Owner shall include access for System Owner's agents, Contractors and assigns.

6.3 Access by Host Customer to System. Because the System will be located on the Premises, the Parties acknowledge that Host Customer will have access to the Site for maintenance of Host Customer's property, safety, security, and emergency purposes. Host Customer shall take all reasonable actions to ensure that the operation of the System is not disrupted when Host Customer accesses the Site, and that the System will not be damaged thereby as a result of the actions or inactions of Host Customer, its designee(s) or invitees.

6.4 Prevention of Unauthorized Access. Host Customer, in consultation with the System Owner, shall develop and implement, prior to the Service Commencement Date, written policies, systems and practices to prevent unauthorized access to and trespass on the System and to prevent harm or damage to the System or to Output.

**ARTICLE VII
ADDITIONAL COVENANTS**

7.1 Ownership of System by System Owner.

(a) Host Customer and System Owner (i) intend that the System shall at all times be the personal property of System Owner severable from the Site and the Premises and shall not become a fixture and (ii) shall each take such actions as are reasonably required by the other Party to ensure that the System constitutes the personal property of System Owner and shall not become a fixture.

(b) If any person attempts to claim ownership of or other rights to the System by asserting any claim against or through Host Customer, and such claim is not attributable to any act or omission of System Owner, Host Customer agrees to protect and defend System Owner's title to the System, at Host Customer's expense. Host Customer will at all times keep the System free from any legal process and any lien not attributable to any act or omission of System Owner, and will give System Owner immediate notice if any legal process or lien is asserted or made against the System or against Host Customer where the System may be subject to any lien, attachment or seizure by any Person.

7.2 Use of Premises.

(a) Host Customer intends to continue to use the Premises in a manner similar to its present use throughout the Term, except as has been disclosed to System Owner by Host Customer and included in Exhibit 2 of this Agreement. Host Customer shall give reasonable prior notice to System Owner of any material modification of the Premises or change in the use of the Premises that would have an impact on the operation of the System or on Host Customer's consumption of Output.

(b) If Host Customer provides a notice to System Owner pursuant to Section 7.2(a) that it seeks to make a material modification of the Premises or to change the use of the Premises in a way that would have an impact on the operation of the System or on Host Customer's consumption of Output, the Parties shall attempt to amend this Agreement so as to preserve to System Owner the economic benefits of this Agreement prior to such modification or change. If the Parties are unable to reach agreement on an amendment within ten (10) business days of the date Host Customer notifies System Owner of such change or modification, System Owner shall have the right to treat such change as an Event of Default hereunder and terminate this Agreement. In such event, (a) System Owner shall have the right to remove the System from Host Customer's property and the Premises and (b) Host Customer shall be liable for damages in accordance with the provisions of Article XV.

7.3 Obstructions.

(a) Host Customer shall not install or permit to be installed on the Premises (or any other property owned or controlled by Host Customer) any physical obstruction to the operation of the System that reduces Output.

(b) In the event that any obstruction that could reasonably be expected to reduce Output is proposed to be erected or installed on property other than the Premises or other than property owned or controlled by Host Customer, Host Customer shall promptly deliver to System Owner copies of any notice relating thereto received by Host Customer, and System Owner shall have the right to intervene or to direct Host Customer to intervene (at System Owner's expense) in any proceeding and to contest the installation or erection of any such obstruction. In the event such obstruction is installed, (a) System Owner shall have the right to remove the System from Host Customer's property and the Premises.

7.4 Status of Premises and Site.

(a) In the event that any or all of the Premises is or becomes subject during the Term to a new lease, security interest, lien or mortgage, Host Customer shall require that the lessor or the holder of such security interest, lien or mortgage enter into an agreement with System Owner, or provide an estoppel reasonably acceptable to System Owner and the lenders, acknowledging and recognizing System Owner's rights under this Agreement and acknowledging that the System is the personal property of System Owner severable from the Site and not a fixture.

(b) If necessary after the execution of this Agreement, Host Customer shall from time to time grant to System Owner easements, leases, licenses, consents, acknowledgments, and approvals and other rights System Owner reasonably requires for the installation and testing of the System, production and delivery of Output to the Delivery Point, and the operation and maintenance of the System under this Agreement.

7.5 Creditworthiness of Host Customer.

(a) Host Customer has provided the financial information set forth in Exhibit 4. Additionally, during the Term of the Agreement and when requested by System Owner, Host Customer shall promptly provide reasonable evidence of creditworthiness and ability to pay amounts due under this Agreement. If requested by System Owner, Host Customer shall deliver (i) within one hundred and twenty (120) days following the end of the fiscal year, a copy of Host Customer's

annual report containing audited consolidated financial statements for such fiscal year and (ii) within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Host Customer's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Host Customer diligently pursues the preparation, certification and delivery of the statements.

(b) In the event that System Owner has reasonable grounds to believe that Host Customer's creditworthiness or ability to pay amounts due under this Agreement has become unsatisfactory, System Owner will provide Host Customer with written notice requesting Performance Assurance in an amount determined by System Owner in a commercially reasonable manner. Upon receipt of such notice, Host Customer shall have thirty (30) business days to remedy the situation by providing the requested Performance Assurance to System Owner as security to demonstrate its continued ability to pay amounts due under this Agreement. In the event that Host Customer fails to provide such Performance Assurance within thirty (30) days of receipt of notice, then an Event of Default with respect to Host Customer under Section 15.1(h) will be deemed to have occurred and System Owner will be entitled to the remedies set forth in Section 15.2 of this Agreement.

ARTICLE VIII

ENVIRONMENTAL CREDITS AND SYSTEM ATTRIBUTES

8.1 System Attributes. System Owner shall at all times during the Term own and retain exclusive rights to any and all attributes, products or economic benefits attributable to the System or to the production and delivery of Output, including but not limited to Environmental Credits, Capacity and Ancillary Services.

8.2 Environmental Credits. All Environmental Credits, whether available directly or indirectly, shall be and shall remain the property of System Owner for the Service Term. System Owner shall have sole use of such Environmental Credits and shall be permitted to use such Environmental Credits for itself, or to sell, grant, convey, or otherwise dispose of such Environmental Credits to any other Person, in System Owner's sole discretion. Host Customer hereby grants, makes and conveys to System Owner an absolute and irrevocable assignment of any and all right, title and interest Host Customer may at any time have in or to any Environmental Credits.

8.3 Documentation. At System Owner's request, Host Customer will complete any and all documentation required to substantiate the existence, nature, and/or quantity of Environmental Credits produced by the System, or required to validate System Owner's rights to and ownership of the Environmental Credits.

ARTICLE IX

PURCHASE AND SALE OF OUTPUT

9.1 Purchase and Sale of Output. On and after the Service Commencement Date and through the end of the Service Term and any Renewal Term, System Owner shall deliver and sell to Host Customer to the Delivery Point, and Host Customer shall accept delivery and purchase at the Delivery Point, all of the Output at the Solar Electricity Price.

9.2 Solar Electricity Price. Beginning on the Service Commencement Date, the Solar Electricity Price paid by Host Customer for Output shall be as specified in the Cover Sheet.

9.3 Other Electricity Purchases.

(a) System to Reduce Other Electricity Purchases. The Parties intend that the Output will reduce Host Customer's purchase of electricity from the Host Utility or retail electricity suppliers, and acknowledge that the System is not expected to meet the entirety of Host Customer's demand for electricity. To the extent that at any time the Output is insufficient to meet all of Host Customer's electricity demand, Host Customer will be responsible for purchasing electricity from such other sources. The Parties further intend that Host Customer's obligations to purchase Output shall not be reduced by the installation of another power source(s) on the Premises.

(b) Other Electricity Purchase Agreements. Host Customer shall be responsible for maintaining and fulfilling all obligations to any of its other electricity service providers, including but not limited to any competitive electric supplier of generation or transmission services to Host Customer, and for meeting all

requirements imposed by any such electricity service provider and by any federal, state or local government agencies with respect to such services and to the purchase of the Output.

9.4 Sale Only to Host Customer. In no event shall System Owner sell, or be deemed to have sold, Output to any Person other than Host Customer.

9.5 Host Customer Net Metering Obligation. The Parties recognize and acknowledge that, from time to time, (a) the Output may exceed Host Customer's demand for electricity or (b) Host Customer will otherwise be unable to consume Output delivered to the Delivery Point. Host Customer shall nonetheless accept and take title to the Output at the Delivery Point and shall have in place and maintain Net Metering Arrangements as required by Tariff or by the Host Utility to deliver to the Host Utility any Output that exceeds Host Customer's demand for, or ability to consume, electricity; *provided* that if, through no cause attributable to Host Utility or System Owner, Host Customer fails to enter into, fails to maintain or otherwise fails to comply with the required Net Metering Arrangements, and as a result of such failure, System Owner cannot deliver Output to Host Customer, then such failure shall constitute a Disruption of Delivery and an Event of Default, and Host Customer shall be liable to System Owner for the electricity that the System produced, or was capable of producing, and that would otherwise have been delivered to Host Customer as Output, in accordance with the provisions of Article XV.

9.6 Taxes. System Owner is responsible for *any* local, state and federal income taxes attributable to System Owner for income received under this Agreement and for any personal property taxes attributable to the System.

Host Customer shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by System Owner to Host Customer. Customer shall provide any certifications of tax exempt status to System Owner, which shall recognize such status. Host Customer shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse System Owner for any and all such taxes assessed against and paid by System Owner.

9.7 Invoice and Payment. Following the end of each calendar month during the Service Term, System Owner shall prepare and provide Host Customer an invoice for the Output delivered in the prior month (or partial month if the Service Commencement Date is not the first day of a month). Deliveries during the month of an anniversary date shall be prorated as to the applicable Solar Electricity Price. The amount due for the Output shall be determined by multiplying the applicable Solar Electricity Price by the Output delivered (or deemed delivered) to Host Customer during such month, and each invoice shall set forth in reasonable detail the calculation of all amounts owed. Delays in the issuance of any such invoice shall not constitute any waiver of Host Customer's obligation to pay once Host Customer has actually received an invoice from System Owner, or System Owner's right to collect, any payment under any such invoice.

(a) Payments. Subject to its contest rights set forth in Section 9.7(b), Host Customer shall pay the full amount of each invoice on or before the thirtieth (30th) day following issuance thereof ("**Due Date**"). All payments made by Host Customer under this Agreement shall be by electronic funds transfer pursuant to the instructions set forth in the Cover Sheet, or by check payable to System Owner (unless otherwise directed in writing by System Owner) at the address for notices set forth in Section 18.3, as such instructions or address may be modified by System Owner by notice to Host Customer in writing.

(b) Late Payment Fees. If any part of a monthly payment is not made by Host Customer within twenty-five (25) days following the Due Date, Host Customer agrees to pay System Owner a late fee that shall accrue on the basis of one percent (1%) per month (or such lower percentage as and if required by Applicable Law) on the amount of such late payment ("**Late Fee**").

(c) Contest Rights. Host Customer shall notify System Owner in writing within fifteen (15) business days of issuance of the monthly invoice of any portion of the invoiced amount that it has a reasonable basis to dispute in accordance with Section 18.1 and the basis for such Dispute. The contested portion of any invoiced amount shall not relieve Host Customer of its obligation to pay the uncontested portion of such invoice as set forth in Section 9.7(a).

ARTICLE X METERING

10.1 Metering. During the Service Term, System Owner shall, at its own expense, own, operate and maintain the Meter and provide necessary Meter related services.

10.2 Meter Reading. System Owner shall cause the Meter to be read at the end of each calendar month, and shall cause the Output delivered to Host Customer to be recorded. The reading shall be used as the basis for calculating the amount to be invoiced pursuant to Section 9.7 under this Agreement.

10.3 Alternative Measures in Event of Non-Operability. If the Meter is out of service or registers inaccurately, then the measurement of the Output shall be determined by the following alternatives, in the following order: (a) any alternative or back-up meter that System Owner or Host Utility may have installed, if registering accurately; (b) a mathematical calculation, if upon a calibration test of such Meter a percentage error is ascertainable; or (c) estimates of deliveries of Output by reference to quantities measured during periods of similar conditions when such Meter was registering accurately.

10.4 Calibration.

(a) System Owner shall notify Host Customer of the time it will test and calibrate the Meter and Host Customer may witness such testing. Host Customer may request that System Owner to re-test and re-calibrate the Meter, and any such testing shall be at Host Customer's expense if such tests indicate that the Meter is accurate within plus or minus two percent (2%). Host Customer may witness any re-tests.

(b) If, upon testing, any Meter is found to be accurate or in error by not more than plus or minus 2 percent (+2%), then previous recordings of such Meter shall be considered accurate in computing deliveries of Output hereunder, but such Meter shall be promptly adjusted to record correctly.

(c) If, upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus 2 percent (+2%), then such Meter shall be promptly repaired or adjusted to record properly and any previous readings from such Meter used to compute invoices for Output shall be corrected to zero error. If no reliable information exists as to the period over which such Meter registered inaccurately, it shall be assumed for purposes of correcting previous invoices that such inaccuracy began at a point in time midway between the testing date and the next previous date on which such Meter was tested and found to be accurate.

(d) If upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus two percent (+2%), then the payments for Output made since the previous test of such Meter shall be adjusted to reflect the corrected readings as determined in accordance with Section 10.4(c). If the difference in the previously invoiced amounts minus the adjusted payment is a positive number (Meter has over-registered Output), that difference will offset amounts owing by Host Customer to System Owner in subsequent month(s). If the difference is a negative number (Meter has under-registered Output), the difference shall be added to the next month's invoice and paid by Host Customer to System Owner on the Due Date of such invoice.

ARTICLE XI OUTPUT INTERRUPTIONS

11.1 Expected Output and Guaranteed Output

The quantity of electricity that the System are expected to be able to deliver to Host Customer during each Contract Year of the Term is set forth in Exhibit 6 (System Guaranteed Output) ("**Expected Output**"). Throughout the Term, System Owner shall be required to deliver to Host Customer no less than the Guaranteed Output (as defined below) for the System in the aggregate in any three consecutive Contract Years during the Term ("**Performance Measurement Period**"). "Guaranteed Output" means an amount of electricity, as measured in KWh, equal to the sum of two-hundred eighty-five (285%) of the Expected Output, adjusted for weather, for such three Contract Year period (e.g., the equivalent of the sum of 95% of the Expected Energy in each 12-month Contract Year period of the Performance Measurement Period). System Owner shall be excused from achieving the Guaranteed Output during any Performance Measurement Period to the extent caused by or attributable to a Force Majeure Event, a Host Customer Event of Default, a Disruption of Delivery, or any disruption of Output attributable to the action or inaction of Host Customer. For purposes of determining whether

System Owner has achieved the Guaranteed Output, System Owner shall be deemed to have delivered to Host Customer electricity in the amount it could reasonably have delivered to Host Customer but was prevented from delivering to Host Customer by reason of a Force Majeure Event, a Host Customer Event of Default, a Disruption of Delivery, or a disruption of Output attributable to the action or inaction of Host Customer ("**Deemed Delivered Output**"). If System Owner fails to achieve the Guaranteed Output amount in any Performance Measurement Period, System Owner shall pay Host Customer as liquidated damages, and not a penalty, damages calculated in accordance with Exhibit 6 (Systems Guaranteed Output). Each Party agrees and acknowledges that (a) the damages that Host Customer would incur due to failures in achieving the Guaranteed Output during any Performance Measurement Period would be difficult or impossible to predict with certainty, and (b) the applicable liquidated damages calculated in accordance with Exhibit 6 (Systems Guaranteed Output) are an appropriate approximation of such damages. Notwithstanding the foregoing, Host Customer shall have no payment obligations for Deemed Delivered Output under this section, except as otherwise provided in this PPA, including those payment obligations under section 11.4.

11.2 Intermittent Interruptions Are Expected. Host Customer acknowledges and understands that the System, as a solar photovoltaic system, will produce Output intermittently, and will not provide Host Customer with an uninterrupted supply of electricity. THIS AGREEMENT PROVIDES NO WARRANTY OR GUARANTEE TO HOST CUSTOMER OF AN UNINTERRUPTED SUPPLY OF ELECTRICITY. System Owner shall not be liable to Host Customer for any intermittent interruption in Output during the Term, nor shall System Owner be responsible for Host Customer's cost of alternative supplies of electricity during any such interruption. If delivery of Output from the System is interrupted other than as a result of the default, negligent acts or omissions of Host Customer or as otherwise provided in Section 11.3, System Owner will make commercially reasonable efforts to restore Output in a timely manner.

11.3 Interruption of Output.

(a) Notwithstanding anything to the contrary in this Agreement, System Owner shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection, maintenance, repair, replacement, or alteration of the System, or at the direction of authorized governmental authorities or electric utilities. Other than in the event of an unexpected interruption or in the event of an emergency, System Owner shall give Host Customer notice prior to an interruption of Output, which shall be within 10 business days where practicable, and an estimate of the expected duration of the interruption.

(b) System Owner shall not be required to supply Output to Host Customer at any time System Owner reasonably believes the Site or Site Electrical System to be unsafe, but in no event will System Owner have any responsibility to inspect or approve the Site Electrical System. Similarly, Host Customer, should it deem System to be in an unsafe condition, shall have the right to direct System Owner to disconnect System, or, in the case of imminent danger caused by such unsafe condition, Host Customer may disconnect System from its Site or Site Electrical System without penalty under this Agreement. In such an occurrence, Host Customer shall notify System Owner of said unsafe condition and of the emergency disconnection without delay.

11.4 Disruption of Delivery. In the event that System Owner is capable of generating and delivering Output to Host Customer, but Host Customer fails to accept delivery of such Output (a "**Disruption of Delivery**"), Host Customer agrees to pay System Owner for such Output as follows:

(a) Payments that Host Customer would have made to System Owner for Output that would have been produced during the period of the Disruption of Delivery, as determined by historic billing data or as represented by the National Renewable Energy Laboratory PV Watts modeling software given the System attributes during the period of Disruption of Delivery;

(b) Beginning on the fifth (5th) day following the commencement of the Disruption of Delivery, revenues that System Owner would have received under any state solar incentive program and any other assistance program with respect to Output that would have been produced during the period of the Disruption of Delivery; and

(c) Beginning on the fifth (5th) day following the commencement of the Disruption of Delivery, revenues from Environmental Credits that System Owner would have received with respect to Output that would have been produced during the period of the Disruption of Delivery with due consideration to compliance fee payments to governmental authorities that may be caused by the Disruption of Delivery.

(d) Payments will be made in accordance with the terms of Section 9.7.

11.5 Cost to Restore Service Following Interruption. System Owner shall bear any costs associated with restoring service following any interruption of the supply of Output from the System as a result of System Owner's operation of the System. Host Customer shall bear the costs associated with the restoration of the delivery of Output if an interruption is caused by the actions or inactions of Host Customer or the condition of the Premises, Site or Site Electrical System.

**ARTICLE XII
SYSTEM PURCHASE OPTIONS**

12.1 Purchase Option.

(a) Provided that Host Customer has fulfilled all obligations to System Owner under this Agreement, Host Customer shall have the option to purchase the System by notifying System Owner in writing that Host Customer intends to exercise its option under this Section 12.1 at least ninety (90) days prior to (i) the last day of the sixth (6th) year during the Service Term; (ii) the last day of the fifteenth (15th) year during the Service Term; or (iii) the expiration of the Service Term.

(b) If Host Customer exercises its option under subsections 12.1(a)(i) and 12.1(a)(ii), Host Customer shall pay System Owner an amount equal to the greater of (a) fair market value for the System and its Output or (b) the Termination Value for the applicable Contract Year, as set forth in Exhibit 7. If Host Customer exercises its option under subsection 12.1(a)(iii), Host Customer shall pay System Owner an amount equal to the fair market value for the System and its Output.

(c) Upon Host Customer's payment for the System, System Owner shall furnish the System to Host Customer, including all components thereof and operation manuals, in the condition at the time of determination of the fair market value, subject to normal wear and tear.

(d) The term "fair market value" as used in this Agreement shall mean (i) the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer (other than the user currently in possession), neither of whom is under compulsion to complete the transaction, for the purchase of the System as removed from the Site at the date of determination, de-installed, packed, crated and ready for shipment to such buyer or, if higher, as installed on the Site and (ii) as determined by the mutual agreement of the Parties. If unable to agree, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to value the System; such valuation to be binding absent fraud or manifest error. The costs of the appraisal shall be borne equally by the Parties. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be selected by the two proposed appraiser firms.

12.2 Transfer to Host Customer. Upon transfer of ownership of the System to Host Customer, System Owner shall have no further obligation with respect to the performance, installation, operation, maintenance or repair of any part or component of the System; *provided, however*, System Owner agrees to pass through and to transfer to Host Customer any applicable manufacturers' warranties provided on the System, to the extent that such warranties are transferable.

12.3 Non-Election and Removal. If Host Customer does not purchase the System pursuant to Section 12.1, or if System Owner and Host Customer do not agree to renew this Agreement pursuant to Section 2.2, System Owner shall, within ninety (90) days after the end of the Service Term, remove the System from the Site at its expense including the reasonable expense of repairing any adverse impact such removal directly causes to the Site or the Premises.

**ARTICLE XIII
REPRESENTATIONS**

13.1 Host Customer Representations. Host Customer makes the following representations and warranties to System Owner:

(a) Host Customer is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.

(b) Host Customer has all the rights required to enter into this Agreement and perform its obligations hereunder, and has obtained all necessary consents, if any, from third parties, including any mortgagee if applicable.

(c) This Agreement is enforceable against Host Customer in accordance with its terms and does not conflict with or violate the terms of any other agreement to which Host Customer is a party, including, if applicable, any agreement pursuant to which Host Customer leases, occupies, or has financed the Premises or the Site.

(d) Host Customer has no knowledge of any facts or circumstances that could adversely affect its ability to perform its obligations hereunder.

(e) The information provided to System Owner by Host Customer pursuant to this Agreement and as requested by the System Owner under this Agreement shall be true and accurate in all respects as of the date delivered to System Owner including but not limited to: data concerning energy usage for the Premises, any financial information relating to Host Customer or required for financing of the System construction drawings for the Premises.

(f) As of the Effective Date, Host Customer is not subject to any bankruptcy or insolvency proceeding and is solvent and is able to pay its debts as they become due.

(g) Host Customer shall use its best efforts to satisfy all conditions precedent in Section 3.1.

13.2 System Owner Representations. System Owner makes the following representations and warranties to Host Customer:

(a) System Owner is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.

(b) System Owner has all the rights required to enter into this Agreement and perform its obligations hereunder, and has obtained all necessary consents, if any, from third parties including any mortgagee.

(c) This Agreement is enforceable against System Owner in accordance with its terms and does not conflict with or violate the terms of any other agreement to which System Owner is a party.

(d) System Owner has no knowledge of any facts or circumstances that could materially adversely affect its ability to perform its obligations hereunder including its creditworthiness.

(e) The information provided to System Owner by Host Customer pursuant to this Agreement as of the Effective Date is true and accurate in all material respects.

(f) System Owner shall use its best efforts to satisfy all conditions precedent in Section 3.1.

**ARTICLE XIV
FORCE MAJEURE**

14.1 Definition of Force Majeure, Force Majeure Events. “**Force Majeure**” means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented, avoided or removed by such Party, (b) such event is not due to such Party’s negligence or intentional misconduct, (c) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement, (d) such Party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof, and (e) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes, other than strikes or labor disputes solely by employees of the Party declaring the Force Majeure Event or as a result of such Party’s failure to comply with a collective bargaining agreement; adverse weather conditions and other acts of nature; earthquakes; and riot or civil unrest; *provided*, that Force Majeure Events shall not include any inability to make any payments that are due hereunder or to any third party or to procure insurance required to be procured hereunder.

14.2 No Default. Neither System Owner nor Host Customer shall be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such

obligation is prevented or delayed by a Force Majeure Event. Notwithstanding any provision in this Agreement to the contrary, the Host Customer shall not be obligated to make payments under this Agreement for any period during which the System Owner is unable to deliver Output to the Host Customer by reason of a Force Majeure Event.

14.3 Notice and Cure. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, then such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party affected by a Force Majeure Event shall use commercially reasonable efforts to remove or repair the cause of the Force Majeure Event and shall resume performance of its obligations as soon as reasonably practicable.

14.4 Termination for Force Majeure. Either Party shall be entitled to terminate this Agreement upon ten (10) days prior written notice to the other Party if any Force Majeure Event affecting the other Party has been in existence for a period of forty-five (45) consecutive days or longer, unless such Force Majeure Event ceases prior to the expiration of such forty-five (45) day period.

**ARTICLE XV
DEFAULT, REMEDIES AND LIMITATIONS,
INDEMNITY, RELEASE AND DISCLAIMER**

15.1 Default. Each Party (the “**Defaulting Party**”) shall be liable to the other Party (the “**Non-Defaulting Party**”) for the following “**Events of Default.**”

(a) *Failure to Perform or to Meet a Material Obligation.*

(i) System Owner’s unexcused failure to provide any Output following the Service Commencement Date for a period of at least sixty (60) consecutive days during the Service Term (“**Non-Delivery Period**”); *provided* that the Non-Delivery Period shall not include any period during which the System is not operating due to a Force Majeure Event or any period during which the Host Customer is in default hereunder or otherwise cannot accept delivery of Output, and such periods shall interrupt any calculation of consecutive days, and *provided, further*, that System Owner’s failure to deliver Output following the Non-Delivery Period shall not be a default for so long as System Owner, at its option, pays to Host Customer on a monthly basis in arrears the positive difference, if any, between the Solar Electricity Price Host Customer would have paid for Output during the Non-Delivery Period and the rate for electricity service from Host Utility in effect at the time, until such time as System Owner restores deliveries of Output to Host Customer.

(ii) Host Customer’s failure to pay an invoice following the Due Date, and such failure continues for a period of thirty (30) days after System Owner provides written notice of such nonpayment to Host Customer.

(iii) Host Customer’s modification or change in use of the Premises without System Owner’s prior written consent, failure to keep the System free from legal process or liens to accommodate a modification or change in use of the Premises, failure to obtain an acknowledgement from a financial entity that the System is not a fixture, or failure to provide requested Performance Assurance to System Owner, when and as required pursuant to Articles VI and VII.

(iv) Host Customer’s Disruption of Delivery pursuant to Section 11.3.

(v) Host Customer’s failure to remove hazardous materials pursuant to Section 4.2(c).

(vi) Host Customer’s failure to maintain the Premises, Site and Site Electrical System pursuant to Sections 5.3 and 5.4.

(vii) Host Customer’s failure to maintain the Net Metering Arrangements pursuant to Section 5.6.

(viii) Host Customer’s failure to facilitate an assignment or agreement in accordance with Section 17.1(b).

(ix) A Party’s failure to perform fully any other material obligation under a provision of this Agreement including but not limited to those provisions explicitly set forth in this Section 15.1(a) and either (A) such failure continues for a period of ten (10) business days after written notice of such nonperformance from the other Party or (B) if the nonperforming Party commences an action to cure such failure to perform within such ten (10) business day period,

and thereafter proceeds with all due diligence to cure such failure, but such failure is still not cured within thirty (30) days after the expiration of the initial ten (10) business day period.

(b) *Material Misrepresentation.* Representations, warranties and other statements made by a Party that misrepresent a material fact as of the Effective Date or thereafter, and such misrepresentation has a material adverse effect on the other Party that is not cured within ten (10) business days from the earlier of (i) notice from the Party affected by the misrepresentation and (ii) the discovery or determination by a Party of its misrepresentation; *provided*, that if the Party that has made the misrepresentation commences an action to cure such misrepresentation within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days after the expiration of the initial ten (10) business day period.

(c) *Bankruptcy.* A Party (i) voluntarily files or has filed against it a bankruptcy or other similar petition and such involuntary filings is not stayed or dismissed within 90 days, (ii) enters into an assignment of its assets for the benefit of its creditors or (iii) otherwise is unable to pay its debts as they become due

15.2 *Remedies.* Upon the occurrence of, and during the continuation without cure of, an Event of Default, the Non-Defaulting Party shall have the option, but not the obligation, to terminate this Agreement, and the Defaulting Party shall be liable to the Non-Defaulting Party for damages for Default.

(a) If a Host Customer Event of Default occurs, (i) System Owner shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Host Customer, and promptly following such termination, shall have the right to remove the System from the Premises, and (ii) Host Customer shall be liable to System Owner for actual, direct damages. At all times following an Event of Default by the Host Customer until the termination of this Agreement, System Owner shall have the right, but not the obligation, to deliver the Output to the Host Customer, and the Host Customer shall be obligated to purchase and pay for such Output in accordance with this Agreement.

(b) If a System Owner Event of Default occurs, then Host Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to System Owner. System Owner shall be liable to Host Customer for actual, direct damages. Following such termination, System Owner shall have the right to remove the System from the Site within thirty (30) days after such termination, and shall promptly make or have made any repairs to the Site to the extent necessary to repair any adverse impact such removal causes to the Site.

(c) Host Customer shall be liable to System Owner for any actual, direct damages, including but not limited to lost revenues for the sale of Output due to a Disruption of Delivery caused by a Host Customer Event of Default. Subject to ordinary wear and tear of the System, Host Customer agrees to pay System Owner for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the System, to the extent resulting from negligence or intentional misconduct of Host Customer or any of its contractors, agents, tenants, employees, partners, owners, subsidiaries, affiliates or invitees, or resulting from the failure of Host Customer to reasonably protect the System from trespass or other unauthorized access as provided in this Agreement.

(d) System Owner shall be liable to Host Customer for any actual, direct damages caused by a System Owner Event of Default. System Owner agrees to pay Host Customer for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the Site or Host Customer's personal property or fixtures on the Site, to the extent resulting from negligence or intentional misconduct of System Owner or any of its contractors, second-tier contractors, agents, employees, partners, owners, subsidiaries or affiliates.

15.3 *Limitation of Liability.* While the Defaulting Party shall be liable to the Non-Defaulting Party for actual, direct damages caused by an Event of Default, neither Party shall be liable to the other Party for any special, indirect or consequential damages arising out of the performance or non-performance of this Agreement, whether caused by negligence, tort, strict liability, breach of contract, or breach of warranty.

15.4 *Reservation of Rights.* Neither termination nor the exercise of any other right or remedy by a Non-Defaulting Party hereunder shall eliminate the Non-Defaulting Party's right to pursue any other remedy

given under this Agreement now or hereafter existing at law, in equity or otherwise.

15.5 *Mutual General Indemnity.* To the maximum extent permitted by law, each Party hereto (the "*Indemnifying Party*") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, agents and employees of such other Party, and the affiliates of the same (collectively, the "*Indemnified Parties*"), from and against all loss, damage, expense and liability in connection with this Agreement (including court costs and reasonable attorney's fees) to the extent caused by, or arising out of, the negligent acts or omissions of the Indemnifying Party, or the failure of the Indemnifying Party to comply with the provisions of this Agreement.

15.6 *Defense of Claims.* An Indemnifying Party shall have the right to defend an Indemnified Party by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the Indemnified Party, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnified Party shall take any action relating to such claims or actions within the indemnification obligations hereof without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and no Indemnifying Party shall settle any such claims without the Indemnified Party's prior written consent, unless the settlement includes a full and unconditional release of claims against the Indemnified Party.

15.7 *Release of Liens and Claims.* So long as and to the extent Host Customer has paid amounts that become due and owing to System Owner hereunder, System Owner shall hold harmless Host Customer from all liens and claims filed or asserted by System Owner's independent contractors, second-tier contractors or other third parties against Host Customer or the Premises for services performed or material furnished to System Owner by such parties. System Owner shall, at no cost to Host Customer, promptly release, discharge or otherwise remove any such lien or claim by bonding, payment or otherwise and shall notify Host Customer of such release, discharge or removal. If System Owner does not timely cause any such lien or claim to be released, discharged or otherwise removed, Host Customer shall have the right (but not the obligation) to pay all sums necessary to obtain releases, discharges or removals (including the settlement of any lien or claim). In such event, Host Customer shall have the right to deduct all amounts so paid (plus reasonable attorneys' fees) from amounts due System Owner hereunder. Alternatively, upon reasonable demand by Host Customer, System Owner shall reimburse Host Customer for such amounts

15.8 *Disclaimer of Warranties.* EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER (INCLUDING ANY SERVICES, GOODS, MATERIALS OR OTHER ITEMS SUPPLIED HEREUNDER), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

ARTICLE XVI INSURANCE

16.1 *Additional Items of Host Customer's Insurance.* At all times relevant to this Agreement, Host Customer shall maintain, with a company or companies licensed or qualified to do business in the State listed in the Host Customer's Insurance section of the Cover Sheet and rated A / VIII or above by A.M. Best, the following insurance coverage:

(a) Property coverage will be maintained providing replacement cost value for the System pursuant to Section 5.1(b) and for property that is in Host Customer's care, custody and control, with limits not less than the replacement value of the System. This coverage shall include appropriate riders for specialty equipment as necessary. To the extent that Host Customer's insurance carrier charges Host Customer any additional amounts above and beyond the cost of the insurance Host Customer would be required to pay to insure its own property, Owner shall reimburse Host Customer for such costs.

(b) Deductibles. In addition, Host Customer must provide the System Owner with a bona fide list of all deductibles, retentions, or any other cost sharing agreements affecting this coverage. These deductibles, retentions, or other forms of cost sharing shall not exceed \$10,000.

16.2 *Certificates.* Host Customer shall cause certified copies of all required insurance policies to be endorsed by the insurance

providers for the above coverages. Evidence of the above insurance policies shall be provided on a continuous basis and on a standard ACORD form 25-S, providing not less than thirty (30) days notice of cancellation or material alteration. The insurance certificate(s) shall reflect the following changes to standard language: in the cancellation clause delete “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”. All policies listed in Section 16.2(c) shall grant System Owner, its successors, subsidiaries, directors, officers, agents and employees a waiver of subrogation. The commercial general liability policy in Section 16.2(b) shall name the System Owner, its successors, subsidiaries, directors, officers, agents and employees as an additional insured. The property coverage policy in Section 16.2(a) shall name System Owner, its successors, subsidiaries, directors, officers, agents and employees as a loss payee.

ARTICLE XVII
ASSIGNMENT

17.1 Assignment by Host Customer.

(a) Host Customer shall not assign this Agreement without the consent of System Owner, such consent not to be unreasonably withheld.

(b) In the event that Host Customer assigns or sells its interest in the Premises to a third party such that Host Customer will no longer own or occupy the Premises, Host Customer must notify such third party of System Owner's ownership interest in the System and its status as the personal property of System Owner, severable from the Site. Host Customer shall use commercially reasonable efforts to facilitate discussions between System Owner and any such successor owner or occupant of the Premises regarding the sale of Output to such new owner or occupant pursuant to an assignment of this Agreement acceptable to System Owner. In the event that System Owner accepts such an assignment or enters into an agreement with such new owner or occupant for the sale of Output on terms at least as favorable to System Owner as this Agreement, then Host Customer shall have no further liability to System Owner. Otherwise, Host Customer shall be liable to System Owner for damages in accordance with the provisions of Article XV.

17.2 Assignment by System Owner.

(a) System Owner may, with the prior written consent of Host Customer, which consent shall not be unreasonably withheld, assign its interest in and be released from its obligations under this Agreement, as long as the assignee shall expressly assume this Agreement and agrees to be bound by the terms and conditions hereof.

(b) System Owner may, without the consent of Host Customer, (i) transfer or assign all or substantially all of its rights and obligations hereunder to an affiliate or successor or (ii) collaterally assign to its lenders, in connection with a financing of the System, all or any part of System Owner's rights or obligations hereunder. Host Customer agrees to provide acknowledgements, consents, or certifications reasonably requested by System Owner's lenders in conjunction with such financing. System Owner shall inform Host Customer of any such transfers or assignments.

ARTICLE XVIII
MISCELLANEOUS

18.1 Disputes. The Parties agree to attempt to resolve any dispute, controversy or claim (each, a “*Dispute*”) arising out of or relating to this Agreement or any breach or alleged breach hereof through an informal process that shall be assigned to an executive officer of each Party. In the event such a process fails, each Party may seek appropriate relief in an appropriate forum.

18.2 Confidentiality.

(a) Both Parties agree that this Agreement and its performance by both Parties are proprietary and, to the fullest extent permitted by law, confidential to the Parties, and that disclosure of the terms of this Agreement or of the costs incurred under this Agreement to third parties could place one or both Parties at a commercial disadvantage. Subject to the other provisions of this Section, each Party agrees not to disclose to any third parties the terms of this Agreement or costs incurred by either Party under this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld, or to the extent of any disclosure is required under Applicable Law or court order; *provided*, that disclosing Party first shall have given advance notice to other Party so as to permit said

other Party to attempt to obtain a protective order requiring that the confidential information to be disclosed be used only for the purposes for which the order was issued or to vacate or otherwise quash the order or other legal process. System Owner agrees to keep, to the fullest extent permitted by law, confidential all documents, utility bills, architectural and mechanical plans, and any other information provided by Host Customer under this Agreement. Each Party may disclose confidential information hereunder to its authorized representatives, attorneys, agents, consultants and employees on a need to know basis so long as such persons agree in writing to be bound by the confidentiality obligations of this Section 18.2(a). Notwithstanding this Section, the parties understand and agree that Host Customer is a public agency subject to the California Public Records laws and is required to disclose all public records in accordance with those laws.

(b) Notwithstanding anything to the contrary set forth in this Agreement or in any other agreement to which the Parties are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transaction, shall not apply to the U.S. federal tax structure or U.S. federal tax treatment of the transaction, and each Party (and any employee, representative, or agent of any Party hereto) may disclose to any and all persons, without limitation of any kind, the U.S. federal tax structure and U.S. federal tax treatment of the transaction. The preceding sentence is intended to cause the transaction not to be treated as having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code and shall be construed in a manner consistent with such purpose. In addition, each Party acknowledges that it has no proprietary or exclusive rights to the tax structure of the transaction or any tax matter or tax idea related to the transaction.

(c) The Parties agree and acknowledge that each Party may promote the installation and use of the System by any means; *provided*, to the fullest extent permitted by law, neither Party shall identify the other by name (or in the case of the Host Customer, by location) without the consent of the other Party and the approval by such other Party of all written materials identifying such other Party.

18.3 Notices. Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered (a) personally to the Party to whom notice is to be given, (b) by electronic mail to the Party to whom notice is to be given (provided receiving Party issues an electronic mail receipt acknowledgment), (c) by a recognized overnight delivery service to the Party to whom notice is to be given, or (d) to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name in the Cover Sheet, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section 18.3.

18.4 Waiver. EACH OF SYSTEM OWNER AND HOST CUSTOMER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION.

18.5 Entire Agreement. This Agreement and any documents expressly incorporated into this Agreement by reference shall constitute the entire Agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, representations, and statements, including any marketing materials and sales presentations whether oral or written. There are no agreements, understandings, or covenants between the Parties of any kind, expressed or implied, or otherwise, pertaining to the rights and obligations of the Parties that have not been set forth in this Agreement.

18.6 Amendments and Modifications. Any modifications to this Agreement must be in the form of a stand-alone amendment to be appended to the Agreement. The amendment must state each clause in the Agreement to be replaced and must state the language for the replacement clause that will become a part of the Agreement upon adoption by the parties. No amendments or modifications of this Agreement shall be valid unless evidenced in writing as an amendment, appended to the Agreement, and signed by duly authorized representatives of both Parties.

18.7 Order of Precedence. Any inconsistency or incompatibility between this Agreement, the Cover Sheet, and the Exhibits hereto shall be resolved in the following order of precedence (with (a) having the highest priority): (a) the Cover Sheet; (b) Exhibit 1; and (c) all other Exhibits in their numerical order.

18.8 Invalidity. The invalidity or unenforceability, in whole or in part, of any portion or provision of this Agreement will not affect the validity and enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid or unenforceable, the Parties shall immediately renegotiate in good faith such term or provision of this Agreement to effectuate the same intent and to eliminate such invalidity or unenforceability.

18.9 Counterparts. This Agreement may be executed and delivered by the Parties in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18.10 Neutral Interpretation. The Parties acknowledge that this is a negotiated Agreement. Thus, in the event of any dispute over this Agreement's meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either Party based upon the source of the draftsmanship hereof. Accordingly, any principle of law that provides that any ambiguity in an agreement shall be construed against the party that drafted such agreement shall be disregarded and is expressly waived by the Parties.

18.11 Headings. Any headings or captions contained in this Agreement are for reference purposes only and are in no way to be construed to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

18.12 No Waiver. No waiver of any of the terms and conditions of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

18.13 Survival. Any provisions that are necessary to give effect to the intent of the Parties hereunder after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

EXHIBIT 2: PREMISES DESCRIPTION

EXHIBIT 3: SYSTEM DESCRIPTION AND LAYOUT

Exhibit 4: Credit Information

Host Customer has provided System Owner with the following credit information:

HOST CUSTOMER INFORMATION							
Name:					Tax ID:		
Previous & Other Names:				Website:			
Corporate Address:							
City, State, Zip							
Phone Number: () -				Fax Number: () -			
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other
Property Address for Solar Installation:			State:		Zip Code:	Property Owned by Applicant	
Property Type Commercial	Insurance Agent Name		Agents Phone: () -		Name of Property Owner if Not Applicant		
<u>Corporate Records</u> ☐ Copy of Articles of Incorporation, Partnership Agreement, Fictitious Name Statement or Organizational formation Documents (If applicable). <u>Financial Statements</u> ☐ Last three years of CPA audited, reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow) <u>Real Estate Documents</u> ☐ Lease with Premises with Fee Owner ☐ Copies of Liens or Third Party Security Interests in the Premises System Owner may request you provide additional documentation to complete the credit evaluation process. System Owner will notify you if additional information is required.							

The above information and any information attached is furnished to System Owner. You acknowledge and understand that the System Owner is relying on this information in deciding to enter into this Agreement. You represent, warranty and certify that the information provided herein is true, correct and complete. The System Owner is authorized to make all inquiries deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give the System Owner any information it may have about you. You authorize the System Owner to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and System Owner, this form and any other information given to the System Owner shall be the System Owner's property.

Signature:

Title:

Date:

EXHIBIT 5: HOST SAFETY PROGRAM

EXHIBIT 6: Systems Guaranteed Output

[Calculation and Tables]

Guaranteed Output Damages Calculation

In accordance with Section 11.1, if System Owner fails to achieve the Guaranteed Output, during any Performance Measurement Period, a liquidated damages payment shall be due from System Owner to Host Customer, calculated as follows:

$$(A - B) * (C - D)$$

where:

A = the Guaranteed Output amount for the Performance Measurement Period, in KWh

B = the Adjusted Output amount for the Performance Measurement Period, in KWh

C = the replacement price for the Performance Measurement Period, in \$/KWh, which is the average daily price for delivered energy to the Southern California Edison Zone for the relevant days of the relevant years of the Performance Measurement Period,

D = the Solar Electricity Price for the System for the Performance Measurement Period, in \$/KWh.

Adjusted Output shall mean the sum of the following: Output + Deemed Delivered Output.

Deemed Delivered Output has the meaning set forth in Section 11.1 of the Agreement.

Replacement Price shall mean the average daily price for delivered energy to the Southern California Edison Zone for the relevant Contract Year of the Performance Measurement Period, which shall not exceed those values set in Exhibit 6A.

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number.

Within sixty (60) days after each Performance Measurement Period, Host Customer will send System Owner written notice stating the number of actual kWh's produced by the System for the Performance Measurement Period in question, the amount of damages owing, if any, and showing all calculations associated with such damages, which shall be payable to Host Customer within thirty (30) days of such notice.

Guaranteed Output Tables

Contract Year	Guaranteed Output (kWh)
Year 1	2,456,620.20
Year 2	2,439,423.86
Year 3	2,422,347.89
Year 4	2,405,391.46
Year 5	2,388,553.72
Year 6	2,371,833.84
Year 7	2,355,231.00
Year 8	2,338,744.39
Year 9	2,322,373.18
Year 10	2,306,116.56
Year 11	2,289,973.75
Year 12	2,273,943.93
Year 13	2,258,026.32
Year 14	2,242,220.14
Year 15	2,226,524.60
Year 16	2,210,938.93
Year 17	2,195,462.35
Year 18	2,180,094.12
Year 19	2,164,833.46
Year 20	2,149,679.62
Year 21	2,134,631.87
Year 22	2,119,689.44
Year 23	2,104,851.62
Year 24	2,090,117.66
Year 25	2,075,486.83

Exhibit 6A: Replacement Price, Not to Exceed Amounts

Contract Year	Replacement Price Not to Exceed Amount (\$/kWh)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Year 21	
Year 22	
Year 23	
Year 24	
Year 25	



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Approval of Annual Transportation Agreement with County of Tulare

SOURCE: Public Works

COMMENT: Since 1983, the City of Porterville has maintained an annual agreement with the County of Tulare to provide coordinated public transportation services to residents within the Porterville urbanized area. The current Agreement expired June 30, 2015, and it is proposed the attached successor Agreement be approved and maintained for FY 2015/2016.

Traditionally, the County has shared in the net operating cost of the system, i.e., total operating costs less fare box revenues in proportion to the ridership percentage from the unincorporated area as experienced over the previous Agreement year. However, calculations have been modified over the last several years due to the 2010 Census, average passenger mile, and the Federal Transit Administration's (FTA) Section 5307 program.

This year, the County proposes to reimburse the City at a rate of 20% of net operating costs for the Demand Response System and at the rate of 30% of the net operating costs for the Transit system. These rates are based on actual ridership data reported during FY 2014/2015.

The County contribution to City transit operations for the FY 2015/2016 Agreement will be \$386,351, a 33.55% increase from last year's contribution of \$275,350. The increase in the County's contribution is a direct result of the increase in revenue service hours on the transit service.

RECOMMENDATION: That the City Council enter into an Agreement with the County of Tulare for FY 2015/2016 to provide service to County residents within the service area boundary, and authorize the Mayor to execute the Agreement on behalf of the City.

ATTACHMENTS:

1. Agreement
2. Exhibit A - 2010 Porterville Urbanized Area Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

1 **AGREEMENT**

2 THIS AGREEMENT, is entered into as of this ____ day of _____, 2016, by
3 and between the COUNTY OF TULARE, hereinafter referred to as the "County", and the CITY
4 OF PORTERVILLE, hereinafter referred to as the "City".

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

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

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

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

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

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

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

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

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

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

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

4 4. **Compensation.** The County shall compensate the City for service to County
5 residents living in the herein agreed upon service area. Compensation shall be limited to a
6 percentage of the operating costs of the City's Transit System. The term "operating cost"
7 as used in this Agreement shall be defined as all costs in the operating expense object
8 classes of the Uniform Systems of Accounts for Public Transit Operators adopted by the
9 State Controller pursuant to Public Utilities Code Section 99243.

10 Compensation for the period July 1, 2015 through June 30, 2016, will be as follows:

	Demand Response	Route Service
County LTF (See Below)	\$125,212	\$506,735
FTA Section 5307Credit	(\$29,777)	(\$87,710)
Fare Box Credit	(\$6,104)	(\$155,896)
<u>Depreciation</u>	<u>\$4,357</u>	<u>\$29,534</u>
Total Payment	\$93,688	\$292,663

17 5. **Authorization of Payment.** FTA Section 5307 Funds will be claimed by the City on
18 the County's behalf. The County by this Agreement authorizes the Tulare County
19 Association of Governments to transfer \$386,351 of State Transit Assistance Funds, and/or
20 Local Transportation Funds from the County's 2015/16 Apportionment to the City of
21 Porterville's Apportionment. The County further authorizes the City to claim said
22 \$386,351 as full payment for services under this Agreement. In case of termination
23 of this Agreement prior to June 30, 2016, the County agrees to compensate the City for a
24 proportional amount of the sum of \$386,351 based upon the number of days the services
25 were provided by the City during a 365 day period.

26 6.**FTA Funds.** Per the 2010 Census, the Porterville urbanized area has a population of
27 72,329; 54,247 (75.0%) of which are City residents, and 18,082 (25.0%) of which are
28 County residents. The Porterville Urbanized Area is eligible to receive Federal Transit
29 Administration (FTA) Funds from Section 5307. The City of Porterville will be the
30 claimant of these funds. The City will, at the request of the County, claim and transmit up
31 to 34% of said funds for use by the County for eligible purposes under FTA Section 5307.
32 In no case shall the amount transmitted or credited to the County exceed 34% of the total
33 available. Any Section 5307 Funds which are to be transmitted to the County shall be
34 handled under a separate agreement.

35 7.**Renegotiation.** In the event a contract between the Federal Transit Administration and
36 the City of Porterville is not executed by June 30, 2016 for the Section 5307 Funds

1 specified in paragraphs 4, 5 and 6 or in the event that \$117,487 exceeds 34% of the total
2 FTA Section 5307 funds available to the Porterville urbanized area, this contract will be
3 renegotiated to reflect this condition.

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

6 9. **Indemnification-City.** City shall hold harmless, defend and indemnify County,
7 its agents, officers and employees from and against any liability, claims, actions, costs,
8 damages or losses of any kind, including death or injury to any person and/or damage to
9 property, arising out of the activities of City or its agents, officers and employees under this
10 Agreement. This indemnification specifically includes any claims that may be made
11 against County by any taxing authority asserting that an employer-employee relationship
12 exists by reason of this Agreement. This indemnification obligation shall continue beyond
13 the term of this Agreement as to any acts or omissions occurring under this Agreement or
14 any extension of this Agreement.

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

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

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

10 **12. Term of Agreement.** This Agreement shall become effective July 1, 2015 and
11 shall continue in full force and effect until June 30, 2016 unless terminated earlier, as
12 herein provided.

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

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

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

- 22 (i) be adjudged a bankrupt, or
- 23 (ii) become insolvent or have a receiver appointed, or
- 24 (iii) make a general assignment for the benefit of creditors, or
- 25 (iv) suffer any judgment which remains unsatisfied for 30 days, and
26 which would substantively impair the ability of the judgment debtor to perform
27 under this Agreement, or
- 28 (v) materially breach this Agreement.

29 For any of the occurrences except item (v), termination may be effected upon
30 written notice by the terminating party specifying the date of the termination. Upon a
31 material breach, the Agreement may be terminated following the failure of the
32 defaulting party to remedy the breach to the satisfaction of the non-defaulting party
33 within FIFTEEN (15) days of written notice specifying the breach. If the breach is
34 not remedied within that FIFTEEN (15) day period, the non-defaulting party may
35 terminate the Agreement on further written notice specifying the date of termination.

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

8 (c) Effects of Termination. Termination of this Agreement shall not terminate
9 any obligations to indemnify, to maintain and make available any records pertaining
10 to the Agreement, to cooperate with any audit, to be subject to offset, or to make any
11 reports of pre-termination contract activities.

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

14 County: Director of Transportation
15 Resource Management Agency
16 5961 S. Mooney Blvd.
17 Visalia, CA 93277

18
19 City: Transit Coordinator
20 City of Porterville
21 291 N. Main Street
22 Porterville, CA 93257

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

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

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

35 18. **Records**. Each party agrees to maintain all books, records, documents, and other
36 evidence pertaining to this Agreement, any disputes surrounding the subject matter of this
37 Agreement, and any other related circumstances in accordance with generally accepted

1 accounting principles and practices. Each party shall allow the other party's agents or
2 representative's access to such records for inspection, audit, and copying during normal
3 business hours. Each party shall provide further facilities for such access and inspection.

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

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

9 **21. Construction.** This Agreement reflects the contributions of both parties and
10 accordingly the provisions of Civil Code section 1654 shall not apply to address and
11 interpret any uncertainty.

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

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

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

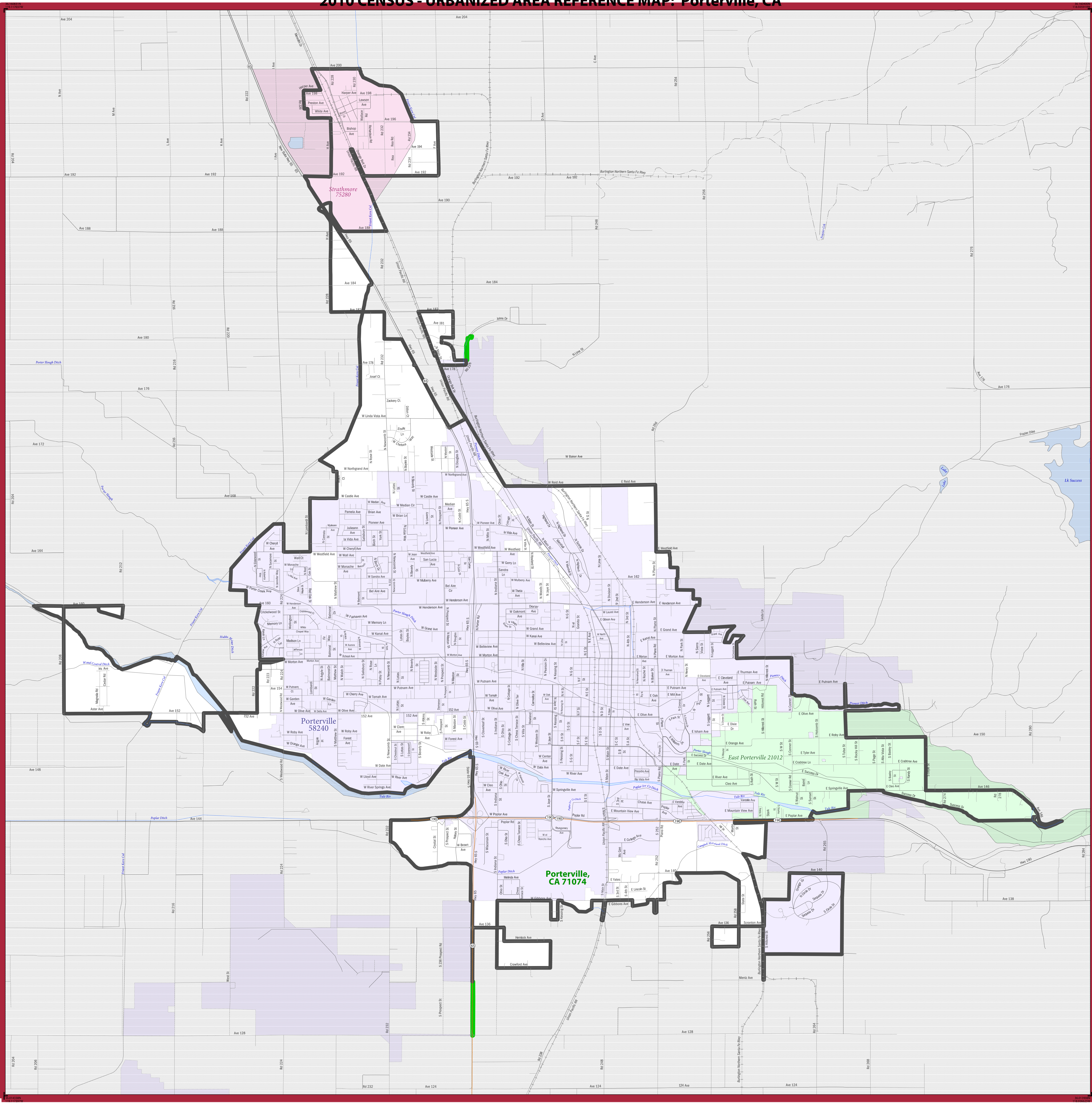
23 **25. No Third Party Beneficiaries.** Unless specifically set forth, the parties to this
24 Agreement do not intend to provide any other party with any benefit or enforceable legal or
25 equitable right or remedy.

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

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

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

2010 CENSUS - URBANIZED AREA REFERENCE MAP: Porterville, CA



SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE
International	-----	CANADA
Federal American Indian Reservation		L'ANSE RES 1880
Off-Reservation Trust Land		T1880
Urbanized Area		Dover, DE 24580
Urban Cluster		Tooele, VT 88057
State (or statistically equivalent entity)	-----	NEW YORK 36
County (or statistically equivalent entity)	-----	ERIE 029
Minor Civil Division (MCD) ^{1,2}	-----	Bristol town 07485
Consolidated City		MILFORD 47500
Incorporated Place ^{1,3}		Davis 18100
Census Designated Place (CDP) ¹		Incline Village 35100

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
Interstate		Water Body	Pleasant Lake
U.S. Highway		Military	Fort Belvoir
State Highway		Outside Subject Area	
Other Road			
Railroad			
Perennial Stream			
Intermittent Stream			

Where international, state, county, and/or MCD boundaries coincide, the map shows the boundary symbol for only the highest-ranking of these boundaries.

1 A " " following an MCD name denotes a false MCD. A " " following a place name indicates that a false MCD exists with the same name and FIPS code as the place; the false MCD label is not shown.

2 MCD boundaries are shown in the following states in which some or all MCDs function as general-purpose governmental units: Connecticut, Illinois, Indiana, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Vermont, and Wisconsin. (Note that Illinois and Nebraska have some counties covered by nongovernmental precincts and Missouri has most counties covered by nongovernmental townships.)

3 Place label color corresponds to the place fill color.

Label colors: Davis Davis Davis Davis Davis

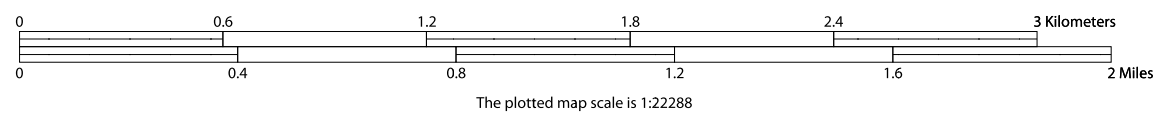
SUBJECT AREA COUNTIES ON MAP SHEET
06107 Tulare

All legal boundaries and names are as of January 1, 2010. Urban areas are based on results from the 2010 Decennial Census. The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Geographic Vintage: 2010 Census (reference date: January 1, 2010)
Data Source: U.S. Census Bureau's MAF/TIGER database (TAB10)
Map Created by: Geography Division: March 11, 2012

U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. Census Bureau

Projection: Albers Equal Area Conic
Datum: NAD83
Spheroid: GRS 80
1st Standard Parallel: 34 06 27
2nd Standard Parallel: 40 25 20
Central Meridian: -119 18 20
Latitude of Projection's Origin: 32 31 43
False Easting: 0
False Northing: 0



PARENT SHEET 1
Total Sheets: 1
Index Sheets: 0
Parent Sheets: 1

UA NAME: Porterville, CA
UA CODE: 71074
ENTITY TYPE: Urbanized Area (UA)
ST: California (06)



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Authorize Transit Improvement Projects and Amendments to the Federal Transportation Improvement Program

SOURCE: Public Works

COMMENT: The Federal Transportation Administration (FTA) requires that all federally funded projects, and regionally significant projects (regardless of funding), be listed in the Federal Transportation Improvement Program (FTIP) per federal law. The FTA also requires that the projects be officially approved before the projects can be included in the FTIP.

The Tulare County Association of Governments (TCAG) is the City's Metropolitan Planning Organization who is responsible for developing and maintaining the FTIP.

Staff is requesting that the following projects be approved to submit to TCAG for inclusion in the 2016 FTIP and authorize staff to apply for funding:

Project	Federal Funding	Local Match Funding
Administration and Maintenance Facility Design	\$400,000	\$100,000
Centennial Plaza Capital Improvements	\$40,000	\$10,000
Transit Center Capital Improvements	\$400,000	\$100,000
Bus Yard Capital Improvements	\$960,000	\$240,000
ITS and Farebox Equipment	\$240,000	\$60,000
Transit Facility Security	\$160,000	\$40,000
Transit Vehicle Security	\$60,000	\$15,000
Non-Revenue Vehicles	\$128,000	\$32,000
Weed Abatement	\$48,000	\$12,000

On May 8, 2015, the City was awarded funding from the San Joaquin Valley Air Pollution Control District (Air District) - Public Benefit Grants Program, Enhanced Transportation Strategies Component for the purchase of two (2) Zero-Emission Transit Buses and charging infrastructure. The total project cost was \$2,544,400 and the City received \$459,270 from the Air District. Due to the significant shortage in project funding, staff is requesting authorization to reprogram local match, Local Transportation Funds (LTF), that was budgeted for this project during FY 2015/2016. Staff will continue to seek additional funding

opportunities to complete the project at a later time. Staff is requesting to reprogram \$525,000 in budgeted FY 2015/2016 LTF funding to the following projects and authorize staff to advertise for proposals.

Project	Amount
Transit Center Remodel and Improvements	\$125,000
RouteMatch Intelligent Transportation System (ITS) Upgrades	\$400,000

RECOMMENDATION: That City Council:

1. Authorize staff to submit the recommended transit projects to TCAG to be included in the 2016 FTIP and apply for funding;
and
2. Authorize staff to reprogram \$525,000 in FY 2015/2016 Local Transportation Funding to remodel and make improvements to the Transit Center and upgrade RouteMatch Intelligent Transportation System software and hardware.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:
Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Authorization to Apply for Section 5311 Program Funding

SOURCE: Public Works

COMMENT: The Federal Transit Administration (FTA) Section 5311 is a non-urbanized area formula funding program authorized by United States Code (U.S.C) Section 5311. This federal grant program provides funding for public transit in non-urbanized areas with a population under 50,000. FTA apportions funds to the California State Department of Transportation (Department) Division of Mass Transportation (DMT) and is the delegated grantee.

At this time, the California Department of Transportation, Division of Mass Transportation, has issued a call for projects for Section 5311 funding for rural operation and capital assistance.

Staff is requesting authorization to apply for financial assistance from the Section 5311 program for operating assistance to continue transit service to the Tule River Indian Reservation.

RECOMMENDATION: That City Council:

1. Approve the attached Resolution authorizing staff to act on behalf of the City to apply for FTA Section 5311 financial assistance; and
2. Authorize the Mayor to sign the Resolution.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

RESOLUTION # _____ - 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING STAFF TO ACT ON BEHALF
OF THE CITY FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL
ASSISTANCE UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH
CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the City of Porterville desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in the city of Porterville and Tulare County; and

WHEREAS, the City of Porterville has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Porterville does hereby authorize John Lollis, City Manager, to file and execute applications on behalf of the City of Porterville with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**), as amended.

That John Lollis, City Manager, is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That Richard Tree, Transit Manager, is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That Richard Tree, Transit Manager, is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on April 19, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: A Resolution Approving the Application for State Off-Highway Vehicle Grant Funds

SOURCE: Parks and Leisure Services

COMMENT: Staff has prepared a State Off-Highway Vehicle Grant Funds grant application for the 2015-2016 grant cycle. The process entails an on-line preliminary application and the ability for the public to review and comment on the preliminary application March 8-April 4, 2016. The preliminary application review and comment is conducted on the State OHV website allowing the public the ability to participate. In addition, State OHV personnel review the preliminary application and provide comments on its completeness and accuracy. Staff is then given the opportunity to revise the preliminary application, only for purposes of responding to public and State comments, prior to confirming the submission of a final application.

The preliminary Ground Operations application is for \$143,016, of which \$105,832 is the grant request amount and \$37,184 would come from a local match. The Ground Operations activity is for the annual ongoing maintenance and operational enterprise including equipment, materials and supplies. Additionally, grant funding includes contract services with Friends of Kern Open Space to provide management services for the OHV Park.

The Ground Operations activities are for one year commencing July 2016. The local match for the proposed grant is comprised of volunteer efforts, administrative services, and general fund expenses anticipated within the Parks and Leisure Services operational budget. The final application submission must be made by May 2, 2016, and results of the competitive scoring will be known by June 6, 2016.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the application for State Off-Highway Vehicle Grant Funds.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, Education, and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Director of Parks & Leisure Services as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Passed, Approved and Adopted this 19th day of April, 2016.

By: _____
Milt Stowe, Mayor

Attest:
John D. Lollis, City Clerk

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: One-Year Extension of On-Call Consulting Services Contract

SOURCE: Community Development

COMMENT: On January 15, 2013, the City Council awarded contracts to three environmental consulting firms to provide on-call consulting services to the City of Porterville Community Development Department. These firms have, for the last three years, provided services on private development projects where the developer pays the cost of certain studies. In addition, the firms have been used to prepare environmental studies or other specialized consulting services for City funded projects. The firms under contract with the City are: LSA Associates, Provost & Pritchard Consulting, and Crawford & Bowen Planning.

The term of the initial contract was three years from date of signatures, with an option for two one-year extensions. Staff recommends extending the contract of all three firms for a period of one year. If the Council chooses not to approve the extension, task orders already in place will be continued, but no new work could be initiated until a new consultant is under contract. This could negatively impact the timeline of a variety of public and private projects.

RECOMMENDATION: That the City Council:

1. Approve extension of all three contracts for a period of one year;
2. Authorize the Mayor to sign contract documents;
3. Authorize the Community Development Director to sign task orders; and
4. Authorize staff to make payments up to 100% upon satisfactory completion of tasks.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Intent to Set a Public Hearing to Consider Annual Adjustment of Fees by Application of the ENR Cost Index

SOURCE: Public Works

COMMENT: In accordance with prior City Council authorization, staff calculates and adjusts all of the attached fees annually. The policy as of 2003 is to give the Council notice of all of the attached adjustments annually (whether they are subject to the Mitigation Fee Act or not) 60 days before the new fees become effective.

City staff endeavors to honor its commitment to the Home Builders Association (HBA) by providing 60 days notice prior to the effective date of the annually adjusted fees. The Home Builders Association of Tulare/Kings Counties, Inc., has requested that they be notified of the annual adjustment of the attached fees, which are adjusted annually by application of the ENR Cost Index. Most of the fees in Exhibit “H” Connection Fees were in effect before January 1, 1989, (the effective date of the Mitigation Fee Act) and have only been increased by the Engineering News Record 20 City Construction Cost Index. The fees subject to the Act, that were adopted or increased after its effective date, were adopted or increased in accordance with those regulations. Again this year, City staff is giving notice for the fees covered by the Mitigation Fee Act. The applicable fees are: 1) Hillside Development Trunk Line Sewer Fees; 2) Hillside Development Water Trunk Fees; 3) Transportation Impact Fees; and 4) Parks Impact Fees.

The fee adjustments (2.7%) are shown in the attached Exhibit “A” Park Impact Fees and Exhibit “H” Connection Fees and will go into effect on July 1, 2016.

RECOMMENDATION: That City Council:

1. Set a Public Hearing for May 3, 2016, pursuant to Government Code Section 66016, for consideration to implement the City of Porterville’s Impact Fee ENR Cost Index auto escalator; and
2. Authorize staff to notify the development community of the Public Hearing in accordance with Government Code Section 66016.

ATTACHMENTS: 1. Exhibit "A" Park Impact Fees

2. Exhibit "H" Connection Fees

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

EXHIBIT 'A'

PARK IMPACT FEES ◇

	Effective Date	Effective Date
	<u>07/01/15</u>	<u>07/01/16</u>
1.	Single Family (RS-1 & RS-2) Δ	
	\$754	
	\$774	
2.	Multiple Family Per Unit Δ	
	\$585	
	\$601	
3.	Mobile HomesΔ	
	\$423	
	\$434	

To be increased annually by the Engineering News Record Construction Cost Index.

MO #16-

MO #13-060215 Approved increase of all suspended years (17% total as compounded)
FY 2014/2015 No report sent to City Council

MO #16-040213 Fee increase suspended for one year

MO #09-041712 Fee increase suspended for one year

MO #13-041911 Approved suspending impact fees for 2011/2012

MO #20-040610 Fee increase suspended for one year

Δ Resolution #2-99 (Establishing ENR Annual Adjustment)

◇ Fees Covered by the Mitigation Fee Act

Revised – 2015-10-06

P:\PUBWORKS\GENERAL\ADMINISTRATION\CONNECTION FEES\2016 FEE ADJUSTMENT\EXHIBIT A 2016.DOC

EXHIBIT 'H'
CONNECTION FEES

		EFFECTIVE DATE	
	<u>TRUNK LINE SEWER FEES</u>	7/01/15	7/1/16
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,122	\$1,152
2.	Single Family (RS-1 & RS-2) - per acre (Δ 94-90)	\$2,104	\$2,161
3.	Duplex (two-units) - per acre (Δ 94-90)	\$4,888	\$5,020
4.	Multiple Family (RM-1, RM-2 & RM-3) - per acre (Δ 94-90)	\$11,403	\$11,711
5.	Institutional - per acre**(Δ 94-90)	\$793	\$814
6.	Commercial & Professional Office - per acre**(Δ 94-90)	\$2,972	\$3,052
7.	Industrial - per acre**(Δ 94-90)	\$12,686	\$13,029
		EFFECTIVE DATE	
	<u>TREATMENT PLANT FEES</u>	7/01/15	7/01/16
1.	Single Family and Multiple Family - per unit (Δ 67-03)	\$3,449	\$3,543
2.	Commercial and Industrial - per sewer connection (Δ 67-03)	\$12.33 (per gpd) (\$3,449)	\$12.66 (per gpd) (\$3,543)
		EFFECTIVE DATE	
	<u>SEWER CONNECTION CHARGES</u>	7/01/15	7/01/16
1.	Six Inch or Smaller - per foot	\$11.36	\$11.66
2.	Eight Inch - per foot	\$14.92	\$15.32
		EFFECTIVE DATE	
	<u>WATER TRUNK FEES</u>	7/01/15	7/01/16
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,651	\$1,696
2.	Single Family (RS-1 & RS-2) - per acre (Δ 93-90)	\$3,444	\$3,537
3.	Duplex (two-units) - per acre (Δ 93-90)	\$8,621	\$8,854
4.	Multiple Family (RM-1, RM-2 & RM-3) - per acre (Δ 93-90)	\$20,127	\$20,671
5.	Institutional**(Δ 93-90)	\$2,247	\$2,308
6.	Commercial and Professional Office - per acre**(Δ 93-90)	\$2,588	\$2,657
7.	Commercial Crop Cultivation – per acre**(Ord. 1813) D	\$646.91	\$664.37
7.	Industrial - per acre**(Δ 93-90)	\$19,878	\$20,415
		EFFECTIVE DATE	
	<u>WATER CONNECTION FEE</u>	7/01/15*	7/01/16
1.	Connection Charges - per foot	\$9.72	\$9.98
		EFFECTIVE DATE	
	<u>STREET LIGHT FEES</u>	7/01/15	7/01/16
1.	Multiple Family - per foot	\$2.95	\$3.03
2.	Commercial/Industrial - per foot	\$3.72	\$3.82

		EFFECTIVE DATE	
	<u>STORM DRAINAGE FEES</u>	7/01/15	7/01/16
1.	Single Family (RS-1 & RS-2) - per acre (inc. Hillside Dev.) (Δ 95-90)	\$5,673	\$5,826
2.	Duplex (two units) - per acre (Δ 95-90)	\$7,567	\$7,772
3.	Multiple Family (RM-1, RM-2 & RM-3) - per acre (Δ 95-90)	\$11,352	\$11,658
4.	Commercial, Industrial & Institutional - per acre (Δ 95-90)	\$15,130	\$15,539

		EFFECTIVE DATE	
	<u>FIRE HYDRANT FEES</u>	7/01/15	7/01/16
1.	Multiple Family - per foot	\$3.86	\$3.97
2.	Commercial/Industrial - per foot	\$5.71	\$5.87

		EFFECTIVE DATE	
	<u>TRANSPORTATION IMPACT FEES</u> ◇	7/01/15	7/01/16
1.	Single Family (RS-1 & RS-2) per unit (Δ 50-98)	\$1,213	\$1,246
2.	Multiple Family (per unit) (Δ 50-98)	\$821	\$843
3.	General Office/ Institutional (per 1,000 sq ft of gross floor) (Δ 50-98)	\$3,213	\$3,207
4.	Commercial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$5,941	\$6,101
5.	Light Industrial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$885	\$909

		EFFECTIVE DATE	
	<u>FRONTAGE IMPROVEMENT VALUATION THRESHOLD</u>	7/01/15	7/01/16
1.	Frontage Improvements are required when the Building Permit valuation is over ◆ (Beginning 2/19/04 - over a two-year period)	\$21,569	\$22,151

MO #16-

MO #13-060215 Approved increase of all suspended years (17% total as compounded)

FY 2014/2015 No report sent to City Council

MO #16-040213 Fee increase suspended for one year

MO #09-041712 Fee increase suspended for one year

MO #13-041911 Approved suspending impact fees for 2011/2012

MO #20-040610 Fee increase suspended for one year

Δ Resolution Establishing ENR Annual Adjustment

◆ Ordinance No. 1644 dated 2-19-04 (includes Annual Adjustment by ENR)

◇ Fees Covered by the Mitigation Fee Act

**Institutional, Commercial and Industrial water and sewer trunk line fees will be collected based upon the amount stated above, but shall be adjusted after monitoring of actual usage to the following fees:

Water - \$175.11 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).

Sewer - \$148.84 per 100 GPD of actual daily flow (adjusted annually by the ENR Construction Cost Index).



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Approval for Community Civic Event - Knights of Columbus - Parish Pride Car Show - June 11, 2016

SOURCE: Finance

COMMENT: The Knights of Columbus with the St. Anne's Parish Council, are requesting approval to hold their annual Parish Pride Car Show on downtown Main Street on Saturday, June 11, 2016, from 7:00 a.m. to 6:00 p.m. This event will include vendors, food booths, and a kid zone. The following is the list of requested streets and parking lot closures and sidewalk and park usage:

STREETS:

Main Street from Morton Avenue to Olive Avenue;
Harrison Avenue, Thurman Avenue, Cleveland Avenue, Putnam Avenue, Mill Avenue, Oak Avenue, and Garden Avenue, from Division Street to the alley east of Main Street.

PARKING LOT:

J.C. Penney/Allen's Boot and Saddle

SIDEWALKS:

Main Street from Morton Avenue to Olive Avenue

PARK:

Centennial Park

This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all the departments involved. All requirements are listed on the attached copy of the Application, Agreement, Exhibit A and Exhibit B

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Knights of Columbus, subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B

ATTACHMENTS: 1. Community Civic Event Application and Agreement,
Exhibit A, Exhibit B, Map, Outside Amplifier Permit and
Certificate of Insurance.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569



APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 3/14/16 Event date: June 11, 2016
3/16/16 Event time: 8a-5p, 7a-6p
Name of Event: Parish Pride Car Show
Sponsoring organization: Knights of Columbus #2329 Phone #
Address: PO Box 384 Porterville CA 93257
Authorized representative: Jason Baranek Phone # 350-0839
Address: 675 W. Thurman Ave, Porterville, CA 93257
Event chairperson: Jorge Fernandez Phone # 791-5979

Location of event (location map must be attached): Downtown main street
main st, murton to Olive, Division to East.
Type of event: Car show and vendors, Kid Zone

Non-profit status determination: Tax ID 23-7541003
Non-profit BL# 003596

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 60 Street sweeping Yes No
Police protection Yes X No Refuse pickup Yes No
Other:

Parks facility application required: Yes X No X Attached Not paid
Assembly permit required: Yes No X Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny	
<u> </u>	<u> </u>	Bus. Lic. Spvr.
<u> </u>	<u> </u>	Pub. Works Dir
<u> </u>	<u> </u>	Comm. Dev. Dir.
<u> </u>	<u> </u>	Field Svcs. Mgr.
<u> </u>	<u> </u>	Fire Chief
<u> </u>	<u> </u>	Parks Dir.
<u> </u>	<u> </u>	Police Chief
<u> </u>	<u> </u>	Admin. Svcs. Dir.

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures.

Authorization: This permit must be submitted **NO LESS THAN 30 days PRIOR** to the date of the event in order to obtain City Council approval.

City Code requirements:

- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville shall be named as additional insured. **When the location of the event is in Downtown Porterville, the Porterville Redevelopment Agency must also be named as additional insured.** The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of Liability Insurance form sample is enclosed for your convenience. **This original certificate shall be submitted to the Finance Department prior to the City of Porterville Council's approval.**



Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant to the permit. **Claims-made policies are not acceptable.**



Authorized Representative Initials

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.



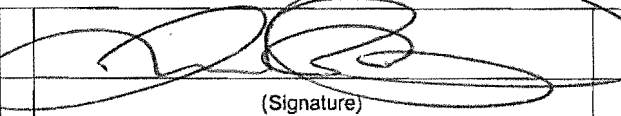
Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.



Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Knights of Columbus (Name of Organization) #2324	 (Signature)	3-4-16 (Date)
---	---	------------------

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Main St Event date: 6/11/16 Event time: 8-5p

[illegible]

3 of 4

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Parish Pride Car Show

Sponsoring organization: Knight of Columbus #2329

Event date: June 11, 2016 Hours: 7a-6pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
main	Olive	Morton	Cars
Harrison	Main	East alley	Vendors
Thurman	Division	East alley	Kids Zone
Cleveland			
Putnam			
Mill, Oak			
Garden			
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

Requirements for Community Civic Event
St. Anne's Parish Council, Knights of Columbus
Parish Pride Car Show
June 11, 2016

Finance Director: <i>M. Bemis</i>	Sponsor is to provide porta-potties for attendees.
Public Works Director, Acting: <i>M. Reed</i>	
Community Development Manager: <i>J. Phillips</i>	No comments.
Field Services Manager: <i>B. Styles</i>	Barricades may be obtained and returned at 555 N. Prospect St.
Fire Chief: <i>G. Irish</i>	
Parks and Leisure Services Director: <i>D. Moore</i>	Public to remain out of the downtown planters.
Police Lieutenant: <i>C. Contreras</i>	Please see Exhibit B.
Administrative Services Director: <i>P. Hildreth</i>	Please see Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Knights of Columbus
Event: Parish Pride Car Show
Event Chairman: Jason Baranck
Location: Downtown Main Street
Date of Event: June 11, 2016
Time of Event: 7:00 a.m. to 6:00 p.m.

RISK MANAGEMENT: Conditions of Approval

1. That the St. Anne's Parish Council, Knights of Columbus, provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as Additional Insured against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.
 - a. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
 - b. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.

CITY OF PORTERVILLE
Community Civic Event Application

Proposed Event: Knights of Columbus 7th Annual Parish Pride Car Show

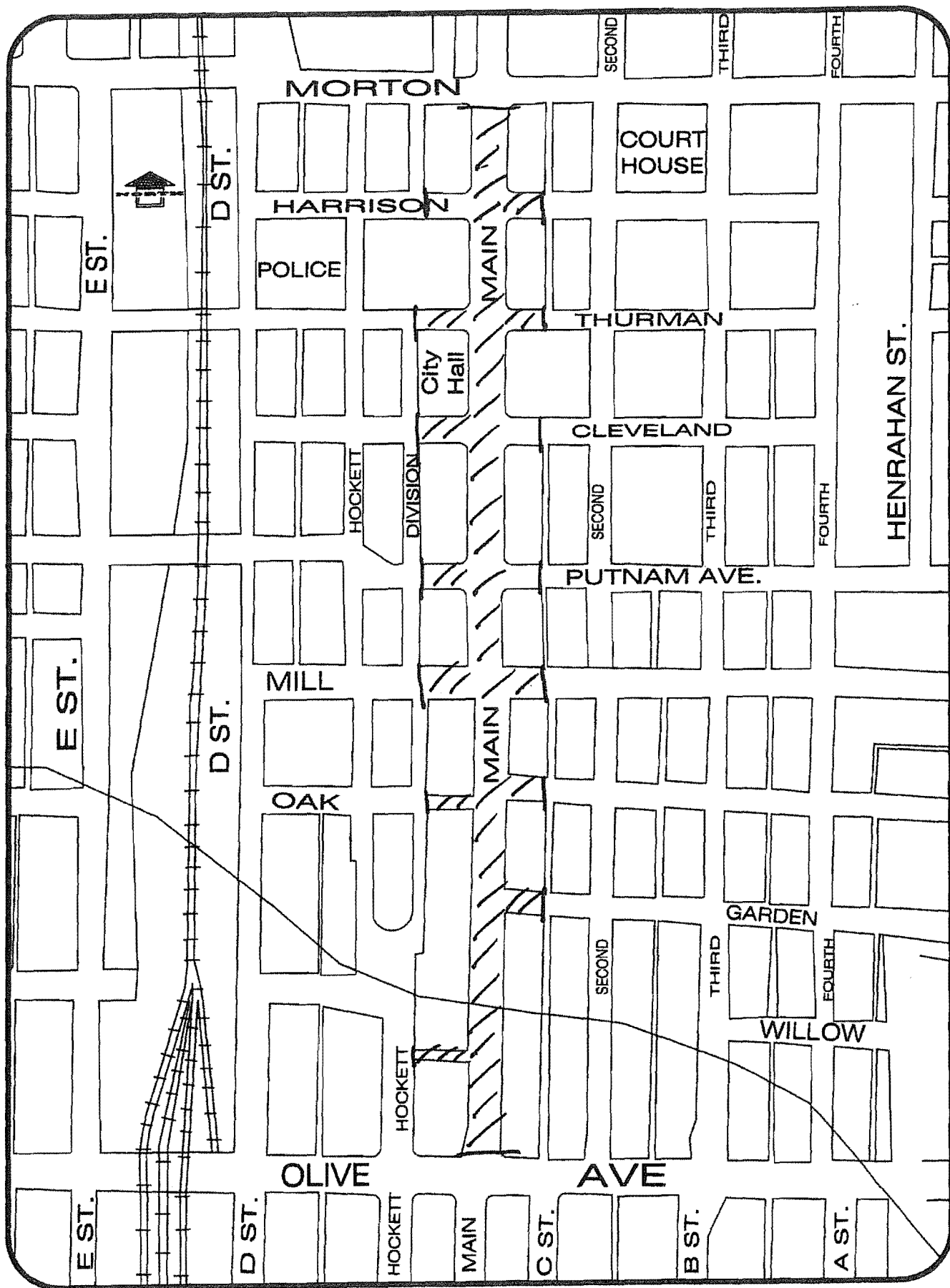
Date of Event: Saturday, June 11th, 2016

Location of Event: Downtown Main Street between Morton and Olive

Recommendations/Requirements:

- All street closures in the city require City Council approval.
- If event organizers anticipate the need to have vehicles removed from the associated streets and alleys, the streets in question must be properly posted, in accordance with the California Vehicle Code, well in advance of the event. Event organizers **shall** contact Lt. Dominic Barteau or Lt. Richard Standridge of the Porterville Police Department no less than 30 days prior to the event if vehicle removal is to be authorized. Either can be contacted at 559-782-7410 or 559-782-7400.
- Food vendors should provide inspection certificates from the Tulare County Health Department to event organizers, to ensure safe food products.
- Participant vehicles shall not be parked on any part of any sidewalk.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- Amplified music shall not continue after 10:00 p.m.

Chris Contreras, Lieutenant
Porterville Police Department



CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Knight of Columbus #2329
P.O. Box 384 Porterville CA 93257
- 2 Address where amplification equipment is to be used: Commercial Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Members of
Knight of Columbus.
- 4 Type of event for which amplification equipment will be used: Music, award announcements,
- 5 Dates and hours of operation of amplification equipment: June 11, 2016, 8am - 5pm
- 6 A general description of the sound amplifying equipment to be used: Outdoor pa system 300 Watts

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant

3/15/16
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee

4-6-16
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER S. A. VAN DYK, INC. 1010 JORIE BLVD, STE 242, P. O. BOX 4806 OAK BROOK, IL 60522	CONTACT NAME: MARGARET E. VAN DYK	
	PHONE (A/C, No., Ext.): 1-630-990-7300 FAX (A/C, No.): 1-630-990-8907	
INSURED ST. ANNE'S PARISH COUNCIL 2329 PO BOX 384 PORTERVILLE, CA 93258	E-MAIL ADDRESS: SAVINSUR@AOL.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Fireman's Fund Insurance Company	21873
	INSURER B: Nationwide Life Insurance Company	66869
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	☒	XPB80966997 NAAO00027618	2/24/2016	2/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A			WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured Wording: CITY OF PORTERVILLE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENTAL AGENCY
Start Date: 6/11/2016 End Date: 6/11/2016 Event Description: KOC PARISH PRIDE CAR SHOW

CERTIFICATE HOLDER CITY OF PORTERVILLE SUCCEOR AGENCY TO THE PORTERVILLE REDEVOLPMENT AGENCY 291 N. MAIN ST. PORTERVILLE, CA 93257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert V. Nuccio
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POLICY NUMBER: XPK80966997
EFFECTIVE DATES: 6/11/2016 to 6/11/2016
CERTIFICATE NUMBER: NAAO00027618

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF PORTERVILLE SUCCESOR AGENCY TO THE PORTERVILLE REDEVOLPMENT AGENCY 291 N. MAIN ST. PORTERVILLE ,CA 93257 Additional Insured Wording: CITY OF PORTERVILLE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENTAL AGENCY Start Date: 6/11/2016 End Date: 6/11/2016 Event Description: KOC PARISH PRIDE CAR SHOW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Request for Proclamation - Arbor Day - April 29, 2016

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Parks and Leisure Services Parks Division has requested that the Council consider approval of a proclamation to proclaim April 29, 2016, as "Arbor Day" in Porterville. Council Member Reyes is sponsoring this proclamation request. If approved, the proclamation will be presented on April 29, 2016, 2:00 p.m. at Veterans Park.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 29, 2016, as "Arbor Day" in the city of Porterville.

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

MAR 28 2016

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 3/28/16

Name of Event/Individual: ARBON DAY
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: PARKS & RECREATION SERVICES

Name of Contact Person: DONNIE MOORE

Address: 291 N MAIN

Phone: 782-7539 FAX: _____

E-mail: dmoores@ci.porterville.ca.us

I would like the proclamation: ☐ presented at a Council Mtg. ☐ mailed ☒ call for pick-up

Date(s) of Event: 4/29/16

Date of Council Meeting to be presented, if applicable: AT ARBON DAY VETERANS PARK
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

N/A

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 3/28/16 Sponsored by: Council Member Reyes Date: 3/31/16

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. That day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees in our cities and towns help clean the air, conserve soil and water, moderate temperature and bring nature into our daily lives, and the Tree City USA designation recognizes the work of elected officials, staff and citizens who plant and care for the community forest; and

WHEREAS: The City of Porterville has been named a Tree City USA community by the National Arbor Day Foundation for the 23rd year in a row to honor its commitment to community forestry, now with over 14,000 City street trees within Porterville's 14.8 square miles.

NOW, THEREFORE, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 29, 2016, as—

"ARBOR DAY"

in the City of Porterville, and urge all citizens to support efforts to care for our trees in the urban forest and to support our City's community forestry program. I further urge all citizens to participate in the Community Tree Planting to be held to commemorate this day.

PROCLAIMED this 29th day of April, 2016.



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Request for Proclamation - Iris Festival Day - April 23, 2016

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Chamber of Commerce has requested that the Council consider approval of a proclamation to proclaim April 23, 2016, as Iris Festival Day. Council Member Ward is sponsoring this proclamation request. If approved, applicant requests that the proclamation be presented at the City Council Meeting of April 19, 2016.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 23, 2016, as "Iris Festival Day."

ATTACHMENTS: 1. Request for Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 3/31/16

Name of Event/Individual: IRIS Festival
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville Chamber of Commerce

Name of Contact Person: Stephanie Cortez

Address: 93 N main street

Phone: 559 784 7502 FAX: _____

E-mail: Stephanie@portervillechamber.org

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: April 23, 2016

Date of Council Meeting to be presented, if applicable: _____
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Rob Taylor Board chair

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.

City Clerk's Section

Request Received: 3/31/16 Sponsored by: Council Member Ward Date: 4/11/16

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

WHEREAS: On January 8, 1963, the City Council of the City of Porterville adopted the Iris as the official flower of the City of Porterville, and

WHEREAS: Spring is traditionally ushered in with the blooming of flowers, and the Porterville Chamber of Commerce presented the first Annual Porterville Iris Festival in April 1999 in Porterville in recognition of the unique beauty of the Iris; and

WHEREAS: This year is the 18th offering of the Iris Festival which has been attended by over 290,000 people over its 18 years;

WHEREAS: Local festivities for the 18th Annual Porterville Iris Festival include a variety of activities which celebrate both the Iris and the attributes of our community; and combine to create a springtime community wide festival; and

WHEREAS: This year the Porterville Iris Festival will again welcome over 25,000 people from Porterville, the surrounding area, throughout California, and beyond; and

WHEREAS: This celebration of the Iris has created a unique opportunity for families, friends, and visitors to join together to enjoy entertainment, arts and crafts, a chili cook-off, activities for children, antiques, a salute to the military.

NOW, THEREFORE, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 23, 2016, as

“IRIS FESTIVAL DAY”

and urge all citizens of our community to join with the City in celebrating the official City flower, the festivities held in its name, and enjoy Porterville in bloom.

PROCLAIMED this day of April, 2016.

Milt Stowe,
Mayor

Cam Hamilton,
Vice Mayor

Virginia R. Gurrola,
Council Member

Brian E. Ward,
Council Member

Monte Reyes,
Council Member



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Vacation of Utility Easements on Parcel Map No. 5097

SOURCE: Public Works

COMMENT: This is the time and place set for the public hearing on the proposed vacation of sewer, water and storm drain easements located within Parcel 1, Parcel 2, and Parcel 3 of Parcel Map No. 5097. These easements were originally included on Parcel Map No. 5097 in anticipation of the development of the site and contain no pipelines or facilities within the easements. The proposed development for the site has changed and the existing easements conflict with, and are not serviceable for, the proposed development. The applicant has paid all fees required for the vacation process.

RECOMMENDATION: That City Council:

1. Adopt the draft Resolution of Vacation for sewer, water, and storm drain easements located within Parcel 1, Parcel 2, and Parcel 3 of Parcel Map No. 5097; and
2. Authorize the City Clerk to record the Resolution of Vacation.

ATTACHMENTS:

1. Exhibit "A" Parcel Map No. 5097
2. Resolution

Appropriated/Funded:

Review By:

Department Director:

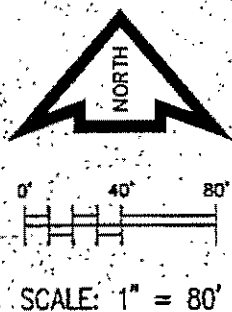
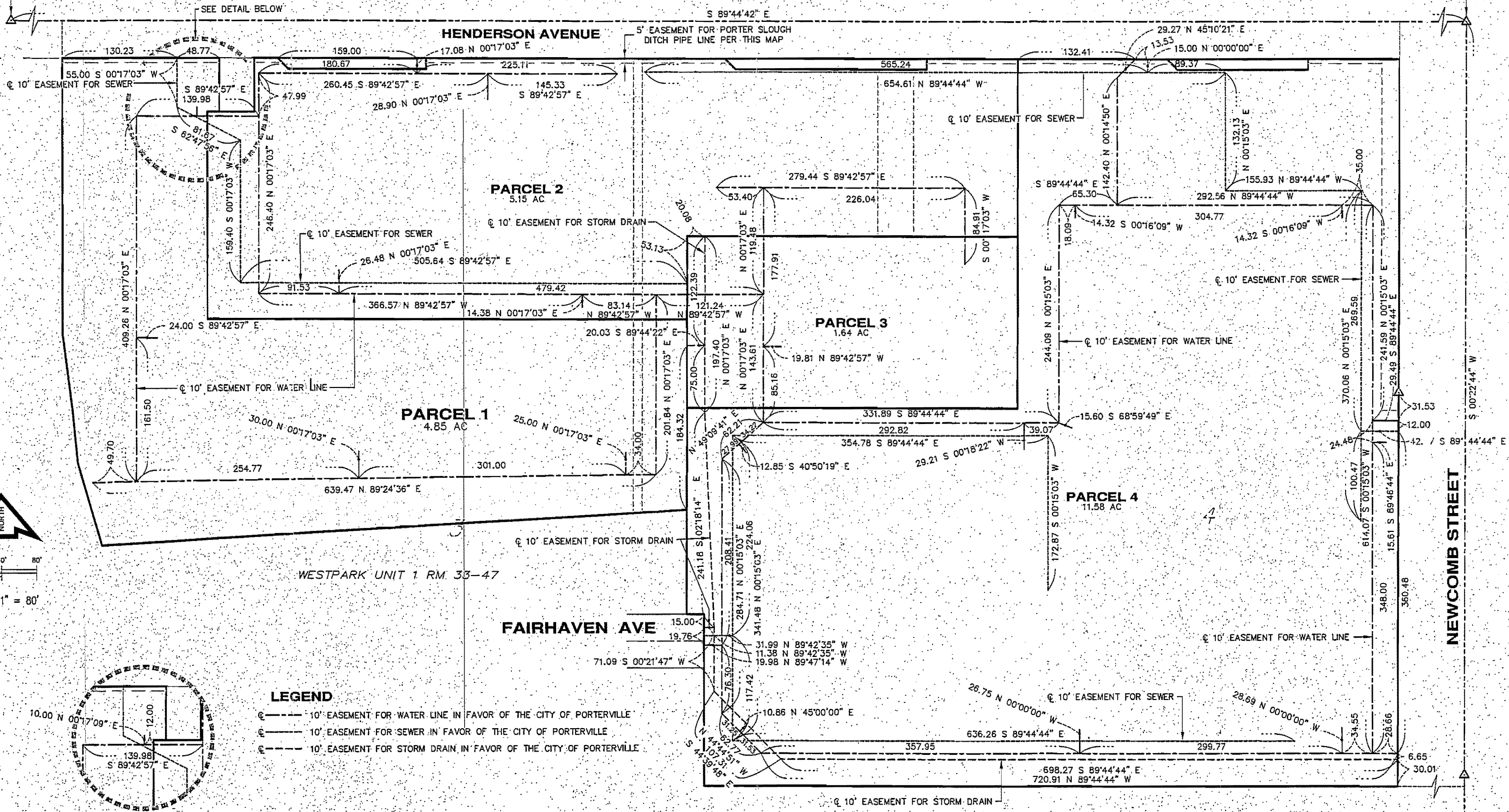
Final Approver: John Lollis, City Manager

PARCEL MAP NO. 5097

BEING A DIVISION OF A PORTION OF PARCEL 3 AND OF PARCEL 4 OF PARCEL MAP No. 2806, PM 29-7, SITUATED IN THE NORTH EAST 1/4 SECTION 28, T.21S., R.27E., M.D.B.6M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

NORTH 1/4 CORNER
SECTION 28-21/27
FD BC MONUMENT IN WELL
STAMPED RCE 24673

NORTHEAST CORNER
SECTION 28-21/27
FD BC MONUMENT IN WELL
NO STAMP



EAST 1/4 CORNER
SECTION 28-21/27
FD BC MONUMENT IN WELL
STAMPED RCE 12616

3050
12-19-13

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE
ORDERING THE VACATION AND CLOSING TO PUBLIC
USE UTILITY EASEMENTS LOCATED WITHIN PARCEL MAP NO. 5097

WHEREAS, by Resolution No. 10-2016, approved on March 15, 2016, the Council of the City of Porterville declared its intention to vacate utility easements located within Parcel Map No. 5097, hereinafter more particularly described, and set the hour of 6:30 p.m. on the 19th day of April, 2016, in the Council Chambers of the City of Porterville as the time and place for hearing all persons objecting to the proposed vacation; and

WHEREAS, such public hearing has been held at said time and place, and there were no protests, oral or written, to such vacation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville as follows:

SECTION 1: The Council hereby finds, from all the evidence submitted, that the utility easements hereinafter described are unnecessary for present or prospective right-of-way, and the City Council hereby makes its order vacating sewer, water and storm drain easements located within Parcel 1, Parcel 2, and Parcel 3 of Parcel Map No. 5097, which is shown on the map attached hereto, marked Exhibit "A" Parcel Map No. 5097 and by reference made a part hereof.

SECTION 3: The City Clerk shall cause a copy of this resolution to be recorded in the office of the County Recorder of Tulare County, California.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution and it shall thereupon take effect and be in force.

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Agreement for Rideshare Service between the City of Porterville and the California Vanpool Authority

SOURCE: Public Works

COMMENT: Transit agencies located in urbanized areas (UZAs) receive a Federal 5307 apportionment based on their annual reporting into the National Transit Database (NTD) system. This reporting includes how far buses travel, how long they spend traveling, how many riders are carried and the cost to provide the service. Generally, the larger the system, the more 5307 funds are received. The City's Transit system provides service located in the Porterville Urbanized Area and the City's 2016 Section 5307 Urbanized Area apportionment is \$1,618,892.

Transit agencies outside of a UZA, but serving the UZA area, may also report passenger data related to trips that began or ended in the UZA. Rideshare programs, such as a vanpool, are examples of a type of transit trip that may contribute substantial ridership data to a UZA. The reporting of the trips is done by the vanpool provided on behalf of the UZA. 5307 funds generated by the additional reporting stays with the transit agency serving the UZA, it does not return to the agency that reported the passenger data. The California Vanpool Authority (CalVans) is an example of a transit agency that provides ridesharing services with trips traveling to or from the city on behalf of the Porterville UZA.

Passenger data generated by CalVans supplemented the City's FY 2016 apportionment by \$192,016. This additional funding is generated by one (1) point in the Small Transit Intensive Cities Program (STIC).

In 1998, the TEA-21 transportation law necessitated a study by the Federal Transit Administration (FTA) to explore the varied ridership trends of small transit systems. In 2000, the FTA published *The Urbanized Area Formula Program and the Needs of Small Transit Intensive Cities*. This study identified 77 small UZAs that would qualify as having high ridership in comparison to the transit systems of larger UZAs.

The results were translated into a new approach to transit funding for small UZAs. The STIC Program was developed as an element of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

The original STIC program allocated 1% of funds from the FTA's \$4.3 billion Urban Area 5307 Formula Program to incentivize greater transit service and ridership in smaller UZAs. Congressional leaders, through MAP-21, increased

the funding level for STIC from 1% to 1.5% beginning in FY 2013. In August of this year, the House Transportation and Infrastructure Committee requested that the funding for STIC apportionment's be increased from 1.5% to 3%.

To qualify for STIC funds, cities are evaluated on six factors: passenger miles traveled per vehicle revenue mile; passenger miles traveled per vehicle revenue hour; vehicle revenue miles per capita; vehicle revenue hours per capita; passenger miles traveled per capita; unlinked passenger trips per capita.

Ridesharing services is the most effective mode of service in achieving these six factors.

Ridesharing service, as defined within Section 99211.5 of the Transportation Development Act (TDA), is a comprehensive organizational effort which is designed to reduce the number of vehicles on the highways during peak travel periods within a defined area by encouraging the planning and marketing of high-occupancy vehicle facilities, increases in the number of passengers per vehicle in vehicles used for ridesharing, alternative work schedules, and other transportation demand management strategies among employers and commuters.

Rideshare programs typically provide a vanpool, vanshare, carpool, metropool, and/or trip-pool and focus on serving specific home-to-work travel markets.

They are demand responsive in the sense that the route of the vehicle is custom-tailored to the individual riders, and may change in response to rider turnover.

The vast majority of rideshare programs could be considered subscription services, wherein each commuter essentially rents a seat on the vehicle on a monthly or sometimes weekly basis, with no refund for times when the service is not used. This approach allows the service provider, be it an employer, an individual, or a transit operator or other third-party agency, to be assured of a steady income.

Currently, CalVans operates 18 vanpool vans that travel to or from the city, generating one STIC point (\$192,016). Staff is recommending that the City establish a Rideshare Program in an effort to qualify for more STIC points and generate additional Federal funding. Each additional STIC point that the City qualifies for will generate \$192,016 in additional Section 5307 funding, with a maximum potential of \$1,152,096. In order to qualify for additional STIC points, staff is recommending that the City contribute \$400 per vanpool per month to CalVans to offset the cost and incentivize the use of rideshare services.

Staff has estimated that by offsetting the cost of operations, the City will qualify for five STIC points, generating an additional \$960,080 in 5307 funding.

Should Congress increase the funding to 3%, the City would generate a maximum potential of \$1,920,160.

Staff is recommending that the City Council use Local Transportation Funds (LTF) to supplement the CalVans program. As defined within Section 99268.15 of the TDA, the use of LTF funds does not require an operating revenue ratio normally required for support of bus operation and the cost of providing rideshare services are excluded from operating costs.

RECOMMENDATION: That the City Council:

1. Approve draft Resolution setting forth Ridesharing Services for the City of Porterville; and
2. Approve Agreement between the California Vanpool Authority and the City of Porterville for ridesharing services.

ATTACHMENTS:

1. Draft Resolution
2. CalVans Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CREATING
AND ESTABLISHING RIDESHARE PROGRAMS FOR THE CITY OF PORTERVILLE

WHEREAS, the city of Porterville is located in an area of non-attainment for air quality purposes; and,

WHEREAS, federal and state guidelines require the adoption of a plan for reduction of both ozone and PM2.5; and

WHEREAS, the City has adopted a Short Range Transit Plan that stresses the development of sustainable transportation principals and techniques that encourage public mobility, provide affordable transportation alternatives, reduce congestion, and improve air quality; and

WHEREAS, the City identifies ridesharing services as a means to reduce the number of vehicles on the highway during peak travel periods within the Porterville area by encouraging the planning and marketing of high-occupancy vehicle facilities, increases in the number of passengers per vehicles used for ridesharing, alternative work schedules, and other transportation demand management strategies among employers and commuters; and

WHEREAS, Tulare County has identified the retention, support and expansion of vanpools as a key strategy of their 2015 Coordinated Transportation Plan; and

WHEREAS, the support of vanpools provides a means of addressing air quality and roadway congestion, while providing an alternate means of transportation for those whose trip cannot be accomplished on a traditional bus; and

WHEREAS, California Vanpool Authority presently provides vanpool services to the city of Porterville while submitting passenger data to the National Transit Database system on behalf of the City Transit Agency; and

WHEREAS, this submission of data to the National Transit Database system has and will generate additional federal 5307 funds that the City uses to fund transit operations or improvements; and

NOW, THERFORE, BE IT RESOLVED, that the City of Porterville desires to enter into an agreement with California Vanpool Authority for the purpose of providing rideshare services and support for vanpools entering or leaving the city of Porterville.

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

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 1st day of May 2016 by and between the City of Porterville (hereinafter referred to as "PORTERVILLE" or "CLIENT") and the California Vanpool Authority (CalVans) (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, PORTERVILLE is the recipient of additional Federal 5307 funds through the reporting efforts of CalVans for vanpool trips that travel to or from the Porterville UZA, therefor it is the desire of both parties to encourage local participation in the CalVans program so as to increase 5307 funding to Porterville; and

WHEREAS, PORTERVILLE is committed to encouraging increased vanpool use in Tulare County through the financial support of vanpool groups traveling to or from Tulare County; and

WHEREAS, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services.

NOW, THEREFORE, PORTERVILLE and CONTRACTOR, for the considerations hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

A. CONTRACTOR shall perform those services described in the "Project Tasks/Services, Timeline, and Budget," Exhibit A attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the Agreement.

B. Time is of the essence in this Agreement.

C. Said services and all duties incidental or necessary thereto shall be performed diligently and competently and in accordance with professional standards of performance.

2. TERM

The term of this Agreement shall be from the date of its execution through **May 31, 2017**, unless terminated in accordance with this Agreement or otherwise extended by written authorization. Services performed under this Agreement shall commence only upon written Notice to Proceed by PORTERVILLE to CONTRACTOR.

3. EXHIBITS

This Agreement includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline, and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer

Identification Number and Certification

4. COORDINATION/STAFFING

- A. CONTRACTOR shall assign CalVans Director as **Project Manager** to personally participate in said project. PORTERVILLE also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of PORTERVILLE. PORTERVILLE shall assign its Transit Manger as its Project Manager under this Agreement.
- B. Services described in the Scope of Work shall be performed by CONTRACTOR's staff, Subcontractor(s), or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

5. COMPENSATION

PORTERVILLE shall pay CONTRACTOR a fee as shown in Exhibit A of up to FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) per vanpool per month for each reported vanpool's operation. In no event shall total compensation exceed \$196,800 (ONE HUNDRED AND NINETY-SIX THOUSAND and EIGHT HUNDRED AND NO/100 DOLLARS), equivalent to a total of 41 vanpools for the term of the Agreement without prior written consent of PORTERVILLE. The total annual amount of the financial incentive is not to exceed \$4,800 (FOUR THOUSAND AND EIGHT HUNDRED AND NO/100 DOLLARS) per vanpool.

6. INVOICING

- A. Invoices for services must be presented to PORTERVILLE quarterly no later than the fifteenth day of the month for the month prior. CONTRACTOR shall submit an invoice to PORTERVILLE stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. Upon receipt of itemized invoices submitted in accordance with this Agreement, PORTERVILLE shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by PORTERVILLE. Such reimbursements shall be based upon actual eligible costs incurred

by the CONTRACTOR, consistent with the “Project Tasks/Services, Timeline, and Budget,” Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.

- B. Invoicing Format and Content: All invoices submitted to PORTERVILLE for payment shall be sent directly to:

City of Porterville

ATTN: Transit Manager

291 N. Main Street

Porterville, CA 93257

- 1) The invoice shall be entitled “Invoice” or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - i. PORTERVILLE’s “Bill To” information as stated in the above paragraph;
 - ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;
 - iii. Invoice date;
 - iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
 - v. Total amount due for the billing period;
 - vi. Total Contract Value; and
 - vii. PORTERVILLE Project Manager

7. **AGREEMENT COMPLETION RETAINER**

No retainage will be held by PORTERVILLE from progress payments due to CONTRACTOR.

8. **SATISFACTORY PERFORMANCE**

Payment for services under this Agreement is contingent upon PORTERVILLE's determination that the performance of the CONTRACTOR has been satisfactory.

9. OWNERSHIP OF WORK PRODUCT

A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall vest with PORTERVILLE.

B. Methodology, materials, software logic and systems developed under this Agreement are the property of PORTERVILLE, and may be used by PORTERVILLE as it sees fit, including the right to revise or publish the same without limitation.

10. ADDITIONAL SERVICES

CONTRACTOR may be requested to perform additional services beyond the original Scope of Services. Such work may be undertaken only upon prior written authorization of PORTERVILLE, based upon an agreed upon amount of compensation.

11. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

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

CONTRACTOR:	Ronald Hughes, Executive Director
	California Vanpool Authority
	1340 North Drive
	Hanford, CA 93230

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, CONTRACTOR or PORTERVILLE, to whom it is directed; or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to CONTRACTOR or to PORTERVILLE at the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

12. AGREEMENT CONTAINS ALL UNDERSTANDINGS:

AMENDMENT

A. This document represents the entire and integrated Agreement between PORTERVILLE and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.

B. Any modification or amendment to this Agreement must be in writing.

C. Neither PORTERVILLE nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

13. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

14. TERMINATION

A. Termination of Convenience of PORTERVILLE:

PORTERVILLE may terminate this Agreement at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of PORTERVILLE, become PORTERVILLE's property. If this Agreement is terminated by PORTERVILLE, as provided herein, PORTERVILLE's only obligation shall be the payment of fees and expenses incurred prior to the termination date for work deemed satisfactory to PORTERVILLE in accordance with the cost provisions of this Agreement.

B. Termination for Cause:

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, PORTERVILLE shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the

CONTRACTOR under this Agreement shall, at the option of PORTERVILLE, become PORTERVILLE's property.

15. RECORDS RETENTION AND AUDITS

CONTRACTOR shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by PORTERVILLE at CONTRACTOR's principal place of business during the agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until PORTERVILLE, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

16. SUBCONTRACTING

In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the number and dollar amounts of all contracts and subcontracts relating to preparation of the report.

17. ASSIGNMENT

The Agreement shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of PORTERVILLE. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing, this Agreement is binding and shall inure to the benefit of the successors and assigns of the parties to this Agreement.

18. INDEMNIFICATION

In no event shall PORTERVILLE, their officers, employees, and agents be liable for incidental, indirect, special or consequential damages, lost profits, savings, revenues, lost data, downtime, accidents, death, injury, dismemberment, and other losses whether or not PORTERVILLE, their officers, employees and agents have been advised of the possibility of such damages

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend PORTERVILLE, their officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity, including CONTRACTOR and vanpool users, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this

Agreement (including design defects and regardless of PORTERVILLE's approval, use, or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of PORTERVILLE. If the adjudicated or admitted sole negligence or willful misconduct of PORTERVILLE has contributed to a loss, CONTRACTOR shall not be obligated to indemnify PORTERVILLE for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Agreement.

19. INSURANCE/NOTIFICATION

Prior to the beginning and throughout the duration of the work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to PORTERVILLE.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to PORTERVILLE prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend, and name PORTERVILLE, its public officials, officers, and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by PORTERVILLE, its officials, officers, or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than

\$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.

- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned, and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with PORTERVILLE within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to PORTERVILLE prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming PORTERVILLE, its officers, agents, employees, and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by PORTERVILLE and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance PORTERVILLE.

20. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner

or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

21. AMENDMENT

This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.

22. NO WAIVER OF BREACH/TIME

The waiver by PORTERVILLE of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

23. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

24. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Tulare.

25. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of PORTERVILLE and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits PORTERVILLE provides its employees. In the event PORTERVILLE exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances, or laws applicable to employees.

26. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold PORTERVILLE harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR's failure to pay, when due, all such taxes and obligations.

27. FEDERAL TAX FORMS

Prior to issuing the initial claim under this Agreement, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

City of Porterville

ATTN: Transit Manager

291 N. Main Street

Porterville, CA 93257

or by email. Unless PORTERVILLE receives a completed Tax Form W-9, payments for services performed under this AGREEMENT shall be subject to federal backup withholding.

28. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- A. CONTRACTOR shall study and comply with all applicable federal, state, and local laws, rules, and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to PORTERVILLE that CONTRACTOR has, and will keep in effect during the term of this Agreement, all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.
- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form I-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to PORTERVILLE for inspection.

29. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions

shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

30. NATIONAL TRANSIT DATABASE (NTD)

CONTRACTOR shall report all required NTD data in the annual NTD reporting system and provide PORTERVILLE a copy of each annual report submitted.

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

PORTERVILLE

CONTRACTOR

Date _____

Date _____

By _____
Milt Stowe, Mayor

By _____
Ronald Hughes, Executive Director

Approved as to Form, City Attorney

By _____
City Attorney

Exhibit A. included in this Agreement as a sample.

Complete Exhibit A. for each individual vanpool and attach to Agreement.

EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE, AND BUDGET

WHEREAS, City of Porterville has entered into this Agreement dated _____, 20__, with the California Vanpool Authority (hereinafter referred to as "Contractor"), for the purpose of the following:

1. Contractor shall perform all activities and work necessary to start and administer a vanpool passenger incentive for Vanpool # _____, including provision of vanpool services. Porterville has assigned the above vanpool identification number upon receiving and approving a vanpool start application filed by Contractor. Vanpool # _____ (hereinafter referred to as "Vanpool"), consists of a minimum of six (6) vanpool passengers traveling from or to Tulare County.
2. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
3. Porterville will provide a monthly financial incentive for up to \$400.00 (FOUR HUNDRED AND NO/100 DOLLARS) per month to support the operation of each vanpool. The total annual amount of the financial incentive is not to exceed \$4,800 (FOUR THOUSAND AND EIGHT HUNDRED AND NO/100 DOLLARS) per vanpool. In no event shall total compensation exceed \$196,800 (ONE HUNDRED AND NINETY SIX THOUSAND AND EIGHT HUNDRED AND NO/100 DOLLARS), equivalent to a total of 41 vanpools, for the term of the Agreement without prior written consent of PORTERVILLE.
4. Vanpool will transport employees/agricultural employees/college students between their place of residence and place of employment/college for their daily commute. The financial incentive provided by PORTERVILLE will be used by Contractor to encourage commuters to form or join a vanpool.
5. Contractor shall provide Porterville with Quarterly and Annual Reports.
6. Contractor shall collect daily, and report in the Quarterly Reports, monthly information about the following measurements:
 - a. Number of riders and full names of riders in vanpool
 - b. Daily distance traveled by vanpool
 - c. Daily distance traveled by each rider
 - d. Monthly distance traveled by vanpool
 - e. Calculated vehicle miles traveled (VMT) reduced by vanpool each month.
7. Contractor will request subsidy reimbursements quarterly and support each request by a Quarterly Report. PORTERVILLE will process the Contractor's incentive invoice payments quarterly.
8. PORTERVILLE will retain the right to request mileage and vanpool operational information after the subsidy completion date.
9. Contractor will secure and report to PORTERVILLE vanpool user fees from vanpool riders receiving a financial incentive.
10. Contractor shall affix decal on vanpool denoting, "Funded in part by a grant

from the City of PORTERVILLE.” PORTERVILLE shall supply decals to Contractor.

CONTRACT DELIVERABLES

1. Interim progress report on a quarterly basis
2. Annual report at the end of the first project year, if project continues for more than twelve (12) months
3. Final report

End of Exhibit A.

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to PORTERVILLE.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions:

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

Name of Firm

Signature (original signature required)

Date

**EXHIBIT C. FEDERAL TAX FORM W-9, REQUEST
FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Consideration of Appointment to the Arts Commission

SOURCE: Administrative Services

COMMENT: As the City Council is aware, vacancies currently exist on the City's Arts Commission. Staff is in receipt of a Request for Appointment from Mr. Hector Marquez, which is attached hereto for Council's consideration.

Pursuant to the establishing ordinance, the Commission shall consist of up to 11 members. With the most recent appointment last month, the Commission is currently comprised of six members. Ordinance 1797 also provides that members represent four areas of the arts: 1) theatrical/performing; 2) visual/graphic; 3) music; and 4) youth. The youth position has not been filled and has customarily been appointed in the fall timeframe once the school year has commenced.

RECOMMENDATION: That the City Council consider the appointment of Hector Marquez to the City's Arts Commission for a term to expire in February, 2017.

ATTACHMENTS:

1. Ordinance 1797
2. Request for Appointment

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1797

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING CHAPTER 5A
OF THE PORTERVILLE MUNICIPAL CODE REGARDING
THE FORMATION OF AN ARTS COMMISSION

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS:

Section 1. Code Amendment. Chapter 5A of the Porterville Municipal Code is hereby amended to read as follows:

**CHAPTER 5A
ARTICLE I**

Section 5A-1 Established.

An Arts Commission is established in and for the City of Porterville. The Arts Commission shall serve in an advisory capacity to the City Council.

Section 5A-2 Composition.

The Arts Commission shall consist of up to 11 members. Commissioners shall be appointed by the City Council at its complete discretion. Members of the commission shall represent four areas of arts: 1) theatrical/performing arts; 2) visual/graphic; 3) music; (4) youth, with final approval by the City Council.

Section 5A-3 Compensation.

Members of the Arts Commission shall serve without compensation.

Section 5A-4 Term of Office/Removal.

The term of office shall be three (3) years with terms staggered to prevent concurrent expiration of terms with the exception of the youth representative. No member may serve more than two (2) consecutive terms. The term of the student/youth commissioner shall be one (1) year.

All Commission members shall serve at the pleasure of the City Council and may be removed by a majority vote of the City Council at any time and for any reason.

Section 5A-5 Vacancies.

Vacancies, occurring otherwise than by expiration of the terms, shall be filled by appointment as in the first instance (by either direct appointment by the City Council or appointment by the Council via Subcommittee/Commission recommendation) as soon as possible; such appointee to serve for the unexpired term of the vacant office.

Section 5A-6 Meetings and Records.

The Arts Commission shall hold meetings regularly as determined by the Commission and shall designate the time and place thereof. The meetings shall be held in compliance with the Brown Act and all applicable laws, and the meetings and records of attendance shall be public. The Commission shall keep a record of its proceedings. A record of attendance shall be kept regularly and reported to the "City Council at least one time per year. Members are expected to have 75% attendance based on the Commission's regular meeting schedule (e.g. 9 out of 12 meetings if held monthly, and 3 out of 4 if held quarterly). Members who fail to meet the attendance requirement automatically vacate their seat and the vacancies shall be filled per Section 5A-5.

Section 5A-7 Quorum.

A presence of a majority of the members of the established number of commissioners, as set via Resolution of the City Council, shall constitute a quorum for the transaction of business (i.e. at least 4, as many as 6).

Section 5A-8 General Powers and Duties of Commission.

The Arts Commission shall:

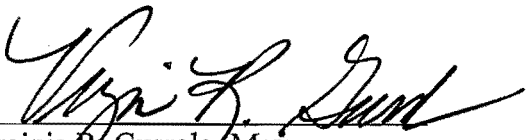
- A. Make recommendations to the City Council regarding development and promotion of practices and policies pertaining to the Arts, keeping in mind the adoption of policy is the prerogative of the City Council.
- B. Foster the development and enjoyment of visual, cultural, performing, and other arts in the City of Porterville.
- C. To work cooperatively with city entities and other advisory commissions to include an Arts element in as many areas of city planning and development as possible.
- D. Develop and submit a Work Plan to the Council on an annual basis detailing the goals and objectives of the Arts Commission over the next year, five years and/or twenty years.

Section 2. Severity. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, or that end, the provisions hereof are severable.

Section 3. Effective Date. This Ordinance shall take effect thirty days after adoption as provided by Porterville Charter Section 12.

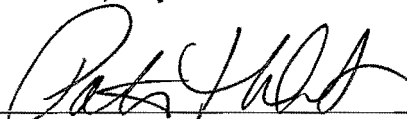
Section 4. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

PASSED, APPROVED AND ADOPTED, this 20th day of August, 2013.


Virginia R. Gurrola, 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 qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1797, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 20th day of August, 2013, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective September 19, 2013, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	WARD	McCRACKEN	GURROLA	SHELTON	HAMILTON
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RECEIVED

APR - 5 2016

CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name: Hector Marquez
(Please Print)

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

☐ Reappointment; or IF NEW, please provide :

Street Address: 1711 W Henderson Ave

Mailing Address: 1711 W Henderson Ave Apt #104
Porterville, Ca 93257

Name of Business: INSPIRE Arts

☒ Own ☐ Operate

Business Address: N/A

Telephone: Home (559) 631-3911

Work _____

FAX _____

E-mail hhmarquez@gmail.com

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: see attachment

☒ Resume attached

☐ Letter of request attached

Submitted By: Hector Marquez 3/28/16
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____

Qualifications

- Arts Curriculum Writer (INSPIRE Arts)
- Produced and written elementary theater shows performed at the Barn Theater
- 4th Grade Teacher with Burton School District

I am a big proponent of the arts for students and the community at large. As an active arts advocate I have received numerous trainings in arts education, and in the last 2 years I have given in-services teaching about the importance of the arts as a core subject in education. I am also an active participant in the Tulare County Arts Network. In 2015 I partnered with 2 other teachers, and together we wrote an integrated curriculum that guides teachers in delivering arts (visual and performing arts) lessons infused with social studies and science content and concepts. At Oak Grove Elementary, I have been a leading voice in providing more arts inspired activities for students and families.

HECTOR MARQUEZ

1711 W Henderson Ave Apt. #104
Porterville Ca, 93274

Phone:(559) 631-3911
E-mail:HHMarquez@gmail.com

Education

Fresno Pacific University- Teacher Education Program (GPA 4.0)
University of California Los Angeles (GPA 3.5)
Lindsay High School (GPA 4.5)

Graduated June 2012
Graduated June 2010
Graduated June 2006

Summary of Skills

- Exceptional listener and communicator who effectively conveys information verbally and in writing.
- Bilingual- English and Spanish
- Experienced in Technology (Word, ActivInspire, PowerPoint, Excel, Smartboard, and student tablets, notebooks and desktops)
- Analytical thinker with demonstrated ability for identifying, improving, and implementing processes/methods.
- Punctual and Dependable.
- Flexible and able to adapt to changing methodologies and orders.
- Goal oriented leader with ability to organize and give explicit directions.
- Resourceful and innovative in solving problems and using the latest technology to enrich student learning.

Work Experience

Oak Grove Elementary
4th Grade Teacher

2014-Present

Dailey Elementary Charter School

4th Grade Teacher

2012-2013 Academic Year

3rd Grade Lead Teacher

2013-2014 Academic Year

- Lead a team in organizing curriculum and assessments for the academic year
- Plan lessons, facilitate learning and analyze assessment for classroom
- Tour guide and school representative to prospective families
- Learner Profile Assembly planning committee
- Contributed to our IB Authorization (2013) and California Distinguished School certification (2014)

Tulare City School District

Substitute Teacher

January 2012- June 2012

- Implement substitute plans for student learning

G.R.E.A.T (Gang Resistance Education and Training)

CAMP Counselor

June 2011- August 2011

- Camp counselor for students 5-6th Grade from rural communities
- Teach camping and life skills, resistance training



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Sports Complex Field Lighting

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on April 5, 2016, the City Council approved Councilmember Ward's request that an item be brought before Council regarding adding additional ballfield lighting at the Sports Complex. As the amount of participation in youth sports increases, the demand for lighted athletic fields continues to rise and far exceeds the supply. With 4 youth soccer leagues, over 20 youth tackle football teams, and over 12 youth flag football teams, lighted field space is at a premium when daylight savings time ends.

The remaining balance of \$61,821 is in the CEQA mitigation ballfield lighting funds that originated from the loss of the Municipal Ballfield when the South County Justice Center was constructed. To date, a youth football field and two softball diamonds have been lit using these funds. In addition, two portable light trailers were purchased.

In June 2013, Electrical Power Systems Inc. provided an estimate of \$190,015 to light the area of the Sports Complex south of the softball fields running east towards the drainage ditch that aligns with the main entrance drive. The cost estimate includes four 70' poles that would light four 180'x120' fields.

RECOMMENDATION: That the City Council provide direction to staff regarding the lighting of athletic fields at the Sports Complex.

ATTACHMENTS:

1. Sports Complex Lighting
2. Sports Complex Fields

Appropriated/Funded:

Review By:

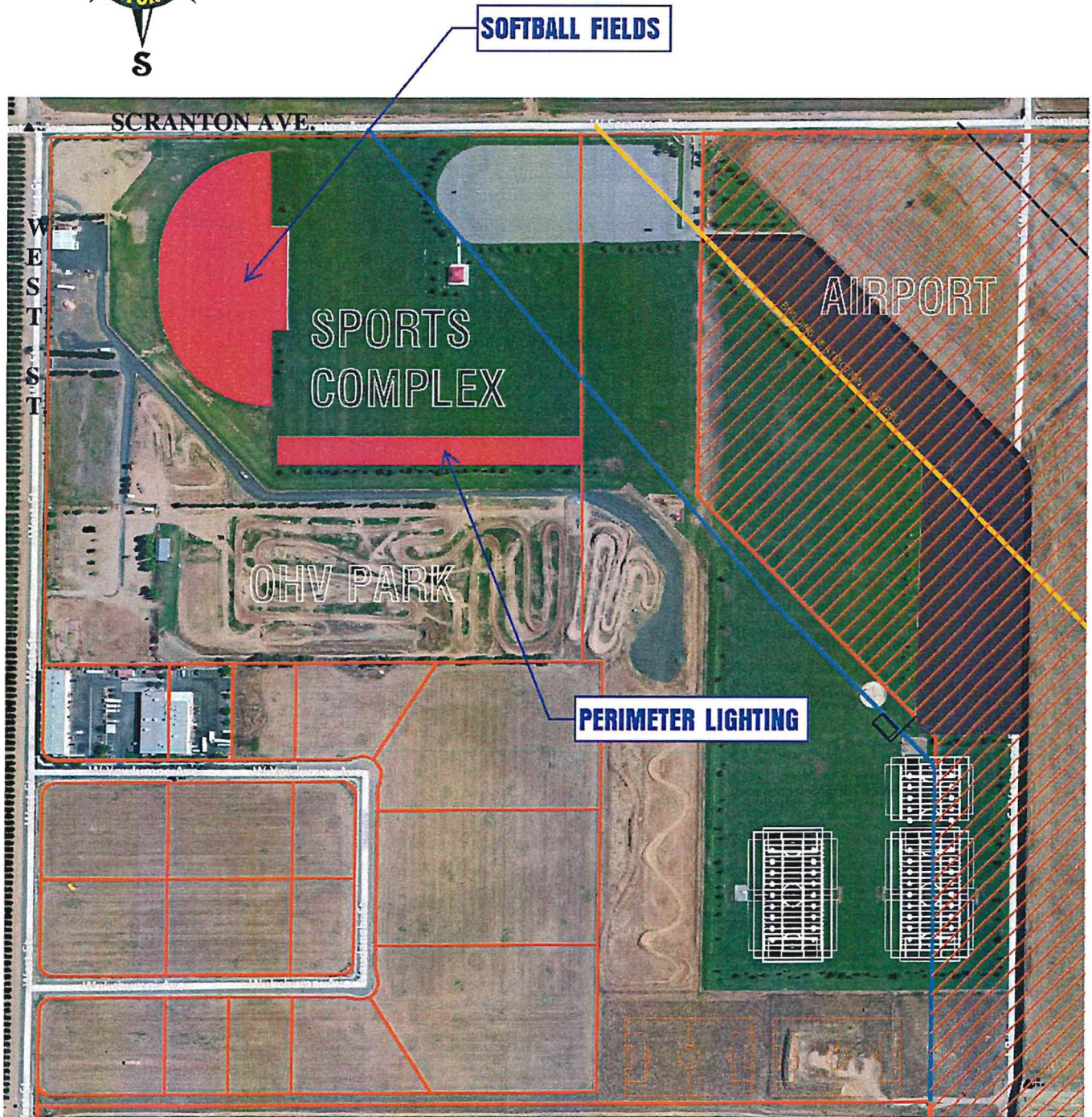
Department Director:

Donnie Moore, Parks and Leisure Services Director

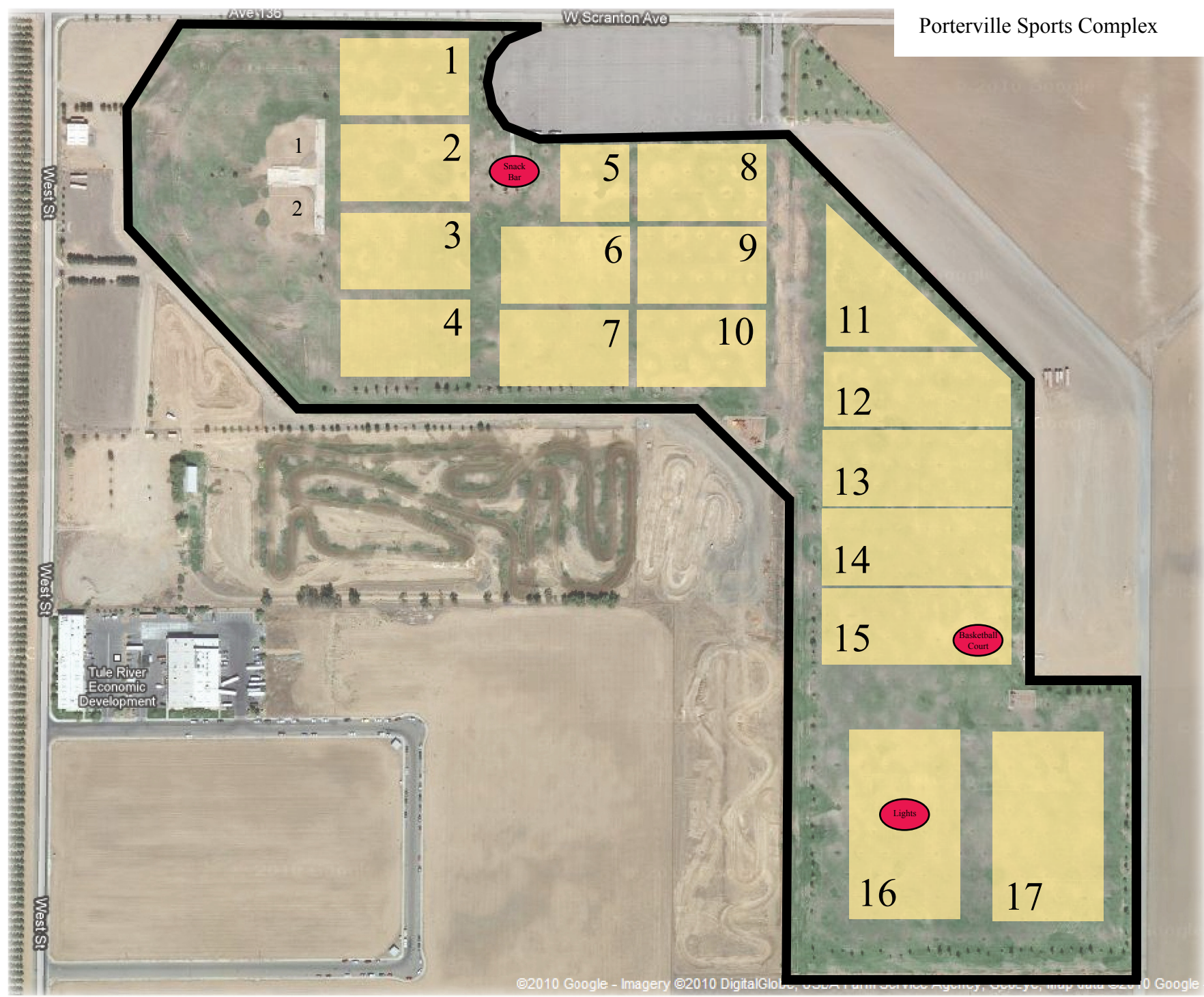
Final Approver: John Lollis, City Manager



EXHIBIT "C" - LOCATOR MAP



Porterville Sports Complex





CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Policy Amendments to Accommodate East Porterville Water Connection Program

SOURCE: Community Development

COMMENT: On October 21, 2014, the City Council adopted Resolutions 74-2014 and 75-2014 which defined objectives and policies, and established procedures for annexations and extension of municipal services, respectively. Since that time, staff has enforced and upheld these policies while providing connection to water services in the areas surrounding the city, within the Urban Development Boundary. More recently, with Council's involvement and blessing, the City of Porterville has partnered with the Department of Water Resources (DWR), the State Water Resources Control Board (SWRCB), and Tulare County to establish a permanent solution to water issues in East Porterville. All parties are working to develop a Memorandum of Understanding, which will serve as the basis of emergency response phases; DWR is feverishly working to design those emergency responses; and SWRCB is initiating efforts on an East Porterville Feasibility Study. While the details of such a solution are still being discussed and ironed out, the expected outcome would result in an extension of the City's water system into the East Porterville area, with service eventually provided to each parcel within that area.

As currently adopted, the procedures for extension of municipal services could limit the City's ability to serve all properties with dry wells in the East Porterville area. This is a result of two elements: the existing Urban Development Boundary does not extend far enough east to include all applicable parcels, and a limitation on parcel size and land use is included in the policy, which would limit the connection of a significant number of parcels.

To remedy this, staff recommends a two-fold solution. First, staff would recommend expansion of the Urban Development Boundary (UDB) to include all parcels within the East Porterville Feasibility Study Project Area (EPFS Project Area) prepared by SWRCB. This project area is still in flux, and will be better defined as community outreach continues, but will generally follow the red boundary shown in Attachment 1. Minor adjustments to this boundary during the course of preparation of the East Porterville Feasibility Study, if any, would be authorized by the Zoning Administrator. The majority of the EPFS Project Area is already within the City's UDB, which is coterminous with the Tulare County adopted City UDB and the Tulare LAFCo Porterville Sphere of Influence. Staff requests that the Council authorize the expansion of the UDB to match the EPFS Project Area, as to be adopted later this calendar year, so that no connections to the City's water system are made in areas outside the UDB,

Item No. 21.

consistent with City policies. Upon approval of the UDB amendment, application would be made to Tulare LAFCo to amend the Sphere of Influence accordingly, and staff will also coordinate with County staff regarding the County-Adopted City Urban Development Boundary.

Secondly, staff recommends an amendment to the procedures for annexations and extension of municipal services, as adopted by Resolution 75-2014. The draft resolution attached to this report (Attachment 2) includes an exception specific to the EPFS Project Area. Properties within this area would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own, with amended mandatory findings. 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 for legal and legal non-conforming structures and land uses existing as of the date the resolution is adopted. Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection.

In addition to the changes noted above specific to the EPFS Project Area, a general modification to the procedures is also included in the draft revised resolution. Currently, the Extra-territorial Services Application Procedure notes, under Section 3(a), Agreements and Covenants, that a Development Agreement 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 expense. Staff and the City Attorney have conferred, and recommend modifying this language. Development Agreements are a statutorily defined planning function, and while they can be used as a tool between a land owner and a City outside the City's jurisdiction, they are limited to a term, to be defined in the Development Agreement, by which the property must either be annexed or the Development Agreement is null and void. The original intent of that clause in the procedure was to secure the City's interest in limiting growth and development beyond our jurisdiction which could negatively impact the City's water supplies. Staff recommends instead that the term "Development Agreement" be exchanged with "deed restriction specific to land use and zoning."

Approval of these policy and boundary amendments will further the City's ability to serve as a partner in the long-term solution for the East Porterville area, while protecting the best interests of the community as a whole.

RECOMMENDATION: That the City Council:

1. Approve expansion of the Urban Development Boundary to include all parcels within the East Porterville Feasibility Study Project Area as prepared by the State Water Resources Control Board. Minor adjustments to this boundary during the course of preparation of the East Porterville Feasibility Study, if any, may be authorized by the Zoning Administrator; and
2. Adopt the draft resolution, modifying the extra-territorial service agreement procedures.

ATTACHMENTS:

1. East Porterville Feasibility Study Project Area Map
2. Draft Resolution

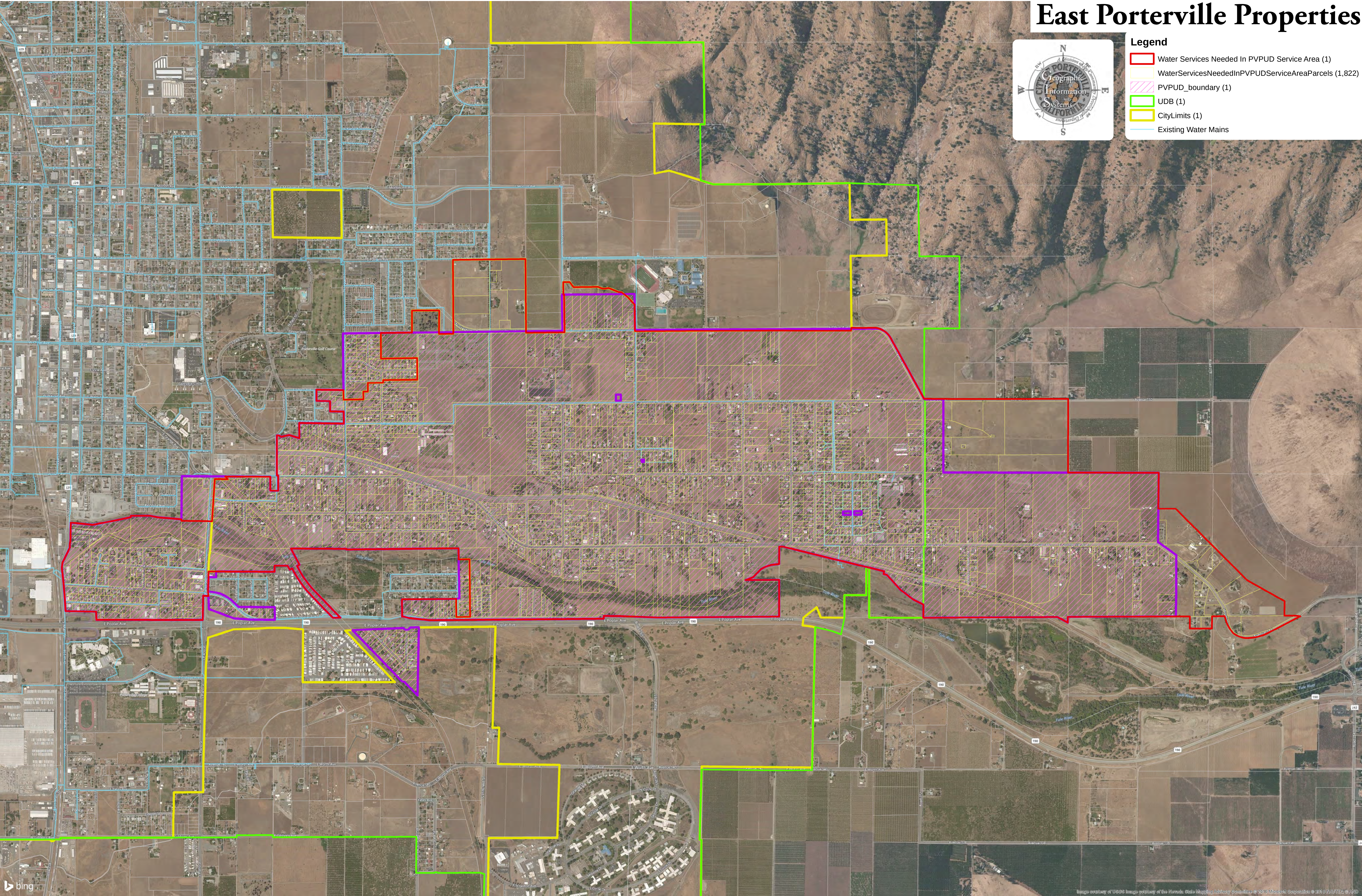
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

East Porterville Properties



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 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.



CITY COUNCIL AGENDA – APRIL 19, 2016

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 is 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. 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 benefitted 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 is being considered (2%).

At its last meeting on April 5th, 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. Approximately thirty (30) residences within the city have been determined to currently have dry wells, most of which are concentrated in the vicinity of E. Vandalia Avenue between Main and Plano Streets, and it is anticipated that more could likely occur through the coming summer months. 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.

Representatives for the City, County, and State (CalOES, DDW, DWR, and SWB) have continued to meet in support of the feasibility study for a long-term

Item No. 22.

permanent water connection plan for the entire East Porterville area, which is estimated to take approximately six (6) months to complete for the estimated 1,800 expected future connections. DWR has identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that are currently 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 would like to begin a significant City waterline extension project in early 2017 to begin permanently connecting those 423 residential units to the City's water system. To provide source water for the DWR extension project, CalOES desires 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 the 80 residential units be included in the water connection project, to which the State has agreed. The City also agreed to connect expeditiously an estimated 40 residential units that front existing water mains in the East Porterville area and are currently served by the County Household Tank Program.

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 3 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 April 5th meeting, which the County Board of Supervisors are tentatively scheduled to consider at their April 19th meeting.

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. Governor's Executive Order

Appropriated/Funded: MB

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

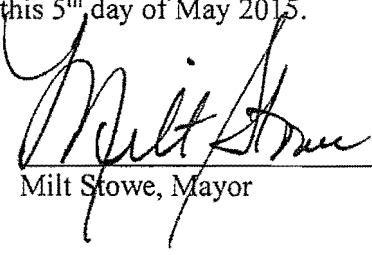
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

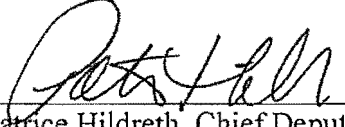
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

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, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. 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. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.

13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.

26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies 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. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.

31. In order to ensure that equipment and services necessary for drought response can be procured quickly, 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, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

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 to 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 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



CITY COUNCIL AGENDA – APRIL 19, 2016

SUBJECT: Authorization to Release a Request for Proposals for the Porterville Cornerstone Project

SOURCE: Community Development

COMMENT: Consistent with the goals and adopted plan of the former Redevelopment Agency, the acquisition of a ±.25 acre site in the downtown district has concluded, and staff is now recommending that the Successor Agency authorize the release of a Request for Proposals (RFP) for a new commercial mixed-use development. The project has been given a working title of "The Porterville Cornerstone Project" as it is located at the center point of the community, more specifically at the northeast corner of the intersection of Main Street and Olive Avenue. Formerly a three-story hotel building, initially developed in 1888, the structure was lost to a fire in December 2013 and is now a vacant parcel. The City has recently completed demolition work, including a Phase II Environmental Site Assessment, demolition and compacted filling of the basement, and rough grading, with the intent to provide a clean, ready-to-build site.

The development site is an asset of the former Redevelopment Agency, now held by the Porterville Successor Agency. The State Department of Finance has approved the Successor Agency's Long Range Property Management Plan (LRPMP), which requires this property to be sold by the Successor Agency. The Successor Agency will obtain an appraisal of the site and purchase price must not fall below the appraised value. The RFP (Attachment 1) includes a number of specific criteria which will serve as the basis for scoring. All proposals would be evaluated by a selection committee, which would include staff from Porterville's and neighboring communities' Successor Agencies. The committee's recommendations would then be presented to the Successor Agency for consideration.

The selection process is expected to take three to four months, with two months needed to allow preparation and submittal of proposals, and the remaining time needed to interview developers and schedule an item for the Successor Agency's consideration.

RECOMMENDATION: That the Successor Agency of the former Porterville Redevelopment Agency:
1. Approve the RFP for the Porterville Cornerstone Project site;
and

2. Authorize the Successor Agency Executive Director to take any and all actions to provide for distribution and marketing of the project.

ATTACHMENTS: 1. Request for Proposals

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

Successor Agency to the Porterville Redevelopment Agency Downtown

Development Opportunity

The Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”) is seeking commercial mixed use development proposals for the Main Street Project (formerly the Porterville Hotel site) which is a ±.25 acre site in the downtown district. The Main Street project site is located at the center point of the community, at the northeast corner of the intersection of Main Street and Olive Avenue. Formerly a three-story hotel building, initially developed in 1888, the structure was lost to a fire in December 2013, and is now a vacant parcel. The City has recently completed demolition work to provide a clean, ready-to-build site, including a Phase II Environmental Site Assessment, demolition and compacted filling of the basement, and rough grading. See photos attached in Exhibit A.

The development site is an asset of the former Redevelopment Agency, now held by the Porterville Successor Agency. The State Department of Finance has approved the Successor Agency’s Long Range Property Management Plan (LRPMP), which requires this property to be sold by the Successor Agency. The City Council of the City of Porterville, acting as the governing body of the Successor Agency, will consider sale of the property to the selected development entity based on development and price proposals submitted in response to this RFP. The Successor Agency will obtain an appraisal of the site and purchase price must not fall below the appraised value.

Downtown Porterville is currently experiencing a resurgence of business growth, with a number of local and regional companies committing to and investing in the downtown area, including:

- A local restaurant chain’s corporate office on the second floor of a new mixed use development, with a restaurant on the ground floor
- A local chocolatier returning to downtown after over 15 years in another part of town
- The California Superior Courthouse opened in 2013 on Olive Avenue
- The Bank of Sierra, which maintains its corporate offices on Main Street, continues to grow regionally under recently appointed new leadership

The Successor Agency is searching for a developer who will parlay this momentum into a successful commercial mixed use project that will further boost the growing momentum toward downtown revitalization.

Porterville is nestled against the foothills of the southern Sierra Nevada range, approximately 70 miles southeast of Fresno and 60 miles north of Bakersfield. The Successor Agency is seeking experienced retail and mixed use developers who have a history of creating smart, effective retail or mixed use development and tenancies on downtown sites, and who understand how to maximize commercial vitality in small spaces. Place-making and commercial vibrancy are key goals. The ideal developer should be prepared to demonstrate experience and results in these areas.

Because the subject site is the cornerstone of the community, and the parcel was, for so long, developed with a three-story building, the development will be expected to develop a minimum of three stories at this location, with an anticipated mix of uses of offices on the upper floors, and retailers on the ground floor. Examples of desirable tenants include, but are not limited to,

restaurants and retail on the ground floor, with professional offices or educational facilities on the upper floors. The subject site is located in the DR-N zone district and, therefore, has no setback requirement. The expectation is that the building will utilize the entire parcel.

The City has established two parking districts in the downtown area. Due to the concentration and mix of uses in the downtown area, parking spaces will be shared among uses and the actual demand for spaces in these areas is less than what would otherwise be necessary. In addition, the proximity to the City's transit center further reduces parking demand in these areas. The subject site is located in Zone C of Parking District 1, which requires 1 parking space for every 500 square feet of floor area. However, in lieu of constructing a parking lot, an optional in lieu fee could waive the on-site parking requirement. The City of Porterville owns the recently reconstructed parking lot immediately adjacent to the subject site, located at the northwest corner of Olive Avenue and 2nd Street, which includes 25 parking spaces with one van accessible ADA parking space. These parking spaces would be available for use by patrons of the subject development as well as the public generally.

RFP Evaluation Criteria:

Proposals will be reviewed using the information listed in the submittal requirements, and based on the following criteria:

- Purchase Price.
- Retail square footage and depth; number of tenant spaces – anchor plus tenants, singular tenant, or multiple small tenants; tenant identity preferred.
- Creation of synergy in the Downtown area:
 - contribution of project design and tenancing to achieve general plan goals including street level activity
 - compliance with the Downtown Design Guidelines
 - attraction of additional new commercial tenants due to project's success
- Design elements and quality
- Development Schedule

Priorities are:

- First priority will be given to offers with a commitment letter to construct and with tenant commitments.
- Second priority will be given to offers with a commitment to construct and the developer who has experience with comparable projects.

RFP Submittal Requirements:

The RFP submittal should include the following information:

- Development Site Concept Description and Sketch
 - Building area, dimensions, floor area, and tenant spaces
 - Name of tenants, if possible. *It is understood that tenant identity often must be kept confidential. In that case, if presented under separate envelope and clearly*

identified as confidential, it will not be made public until such time as the tenant and developer are able to disclose same, unless otherwise required by law.

- Information about proposed project design, finishes, and fixtures. Submit photos of similar standards and quality, or sketches plus materials board.
- Financial Information
 - Provide evidence of financial feasibility, including:
 - Pro forma detailing estimated costs and revenues
 - Financing plan – sources and uses of funds, including estimated debt and equity
 - Identify key assumptions in financial analysis
 - Provide estimate of predevelopment costs up to close of escrow and commencement of construction.
 - Provide evidence of ability to secure funds required to meet commitments to construct the proposed project, such as financial statements, letter from major equity investor confirming willingness to invest stated equity amount needed to construct, etc.
 - Financial statements of the development entity, including most recent years audited financial statements, if prepared.
- Purchase Price and Construction Schedule
 - Purchase price offered (all cash offers only)
 - Deposit amount and due diligence time period (three months maximum, excluding entitlements and permits)
 - Schedule for close of escrow and completion of site development. Note: Escrow shall not close until development is permit ready, with all entitlements approved.

Developer Selection:

The top proposals will be evaluated by the Successor Agency's Selection Committee. The Selection Committee will present recommendations to the Successor Agency for its consideration. The Successor Agency will negotiate a Purchase Agreement with the selected developer. The Purchase Agreement will include certain terms described below under the heading "Transactions Structure." The Successor Agency Board will consider the negotiated Purchase Agreement and, if approved, the Purchase Agreement will be submitted to the Oversight Board to the Successor Agency for approval. The Oversight Board's approval will be a condition to the effectiveness of the Purchase Agreement. **[DOF approval should not be required any longer, per SB107.]**

Selection of the developer will be based on two primary factors: The proposed development (design, type of uses, etc.) and the proposed purchase price. Please note that the Successor Agency is required to maximize value in connection with its disposition of the site. Further, any subsidy to the proposed development (such as a below fair market value purchase price) would trigger prevailing wages, which is not the intent of the Successor Agency.

Transaction Structure:

The Purchase Agreement will include the following terms and such other terms as may be required by the Successor Agency and negotiated by the parties:

1. All cash purchase price, with a deposit equal to 10% of the total purchase price due upon effectiveness of the Purchase Agreement. The selected developer will be required to sign the form of the Purchase Agreement prior to its submission to the Successor Agency and Oversight Board and will become effective upon approval by the Successor Agency and Oversight Board and execution by an authorized representative of the Successor Agency.
2. The property will be conveyed in an as-is, where-is and with all faults condition. The Successor Agency will not warrant to the condition of the site or its suitability for any particular development or use.
3. Due diligence period **[up to three months, excluding processing of entitlements and permits.]**
4. Conditions to close of escrow will include (but are not limited to) the following:
 - a. All land use entitlements must have been granted/approved in advance of close of escrow.
 - b. All environmental review (i.e. CEQA) complete.
 - c. Building permits will be ready to issue, subject only to payment of fees, which must be paid concurrently with the close of escrow.
 - d. Developer shall provide construction security acceptable to the Successor Agency in the form of guarantees, completion bond and/or letter or credit covering 100% of the estimated construction cost of the development, or a combination of these forms of security.
 - e. Developer shall provide evidence of financing sufficient to complete construction of the development.
 - f. Developer shall provide evidence of insurance including **[\$10 million general liability insurance, \$1 million automobile insurance, and worker's compensation insurance as required by law]**, all as described in more detail in the Purchase Agreement.
5. Construction must commence within 30 days following the close of escrow, and must be completed within the schedule set forth in the Purchase Agreement, as negotiated by the parties.
6. The Successor Agency and the City shall have an option, or other similar right, to retake the property in the event the development is not constructed within the time period set forth in the Purchase Agreement.
7. Developer shall indemnify the Successor Agency and City for increased costs or other liabilities incurred as a result of failure to comply with prevailing wage or labor laws. The Successor Agency intends to convey the site at its fair market value but makes no representation or warranty regarding the applicability of prevailing wage or other labor laws.
8. Other terms and conditions as negotiated by the parties.

Questions and Submittals:

Jenni Byers, Community Development Director, is the sole contact for questions and submittals.

jbyers@ci.porterville.ca.us

(559)782-7460

291 N. Main Street

Porterville, CA 93257

RFP Invitations: April 20, 2016

RFP Q&A Teleconference: May 3, 2016 at 11:00 a.m. (Call in number to be provided by request)

Site/Community Tours: Available upon request. Contact Jenni Byers at the address and number listed above.

Proposals Due: June 20, 2016

Deliver five hard copies and one electronic copy.



Legend

-  Site for Development
-  Civic Buildings
-  Downtown Public Parking
-  Property Lines

