



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 6, 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 54956.8 – Conference with Real Property Negotiators/Property: APNs 255-220-046, 247-040-034, 247-040-035, 247-090-028, 247-110-019, 247-120-022, 248-050-036, 255-220-045, 255-240-013, and 248-010-019. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Greg Shelton. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 42 South Plano Street. Agency Negotiators: John Lollis and Donnie Moore. Negotiating Parties: City of Porterville and The Barn Theater. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 1893 South Newcomb Street. Agency Negotiator: John Lollis and Maria Bemis. Negotiating Parties: City of Porterville and Richard Chilcutt. Under Negotiation: Terms and Price.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Abraham Martinez. Agency claimed against: City of Porterville.

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

**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

PROCLAMATIONS

Library Card Sign-Up Month - September 2016

AB 1234 REPORTS

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

1. Tulare County Economic Development Corp. (TCEDC) - August 24, 2016
2. San Joaquin Valley Air Pollution Control District (SJVAPCD) Board - August 18, 2016

REPORTS

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

- I. Staff Informational Reports

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 July 7, 2015, August 2, 2016, and August 30, 2016**
Re: Considering approval of the draft Minutes of July 7, 2015, August 2, 2016, and August 30, 2016.
2. **Acceptance of Project - Porterville Hotel Site Restoration Project**
Re: Considering acceptance of project from MAC General Engineering and authorizing the filing of the Notice of Completion for the project consisting of the demolition, clearing and filling of the Porterville Hotel Site.
3. **Renewal of Agreement with Kings/Tulare Area Agency on Aging**
Re: Considering approval of the renewal of the agreement with K/TAAA to facilitate the continuance of a Senior Nutrition Program within the city.
4. **Draft Consolidated Annual Performance and Evaluation Report 2015/2016 Program Year**
Re: Consideration of the draft 2015-2016 Consolidated Annual Performance Evaluation Report.

5. **Authorization to Execute a Grant Agreement with the Federal Aviation Administration**
Re: Considering approval of a resolution authorizing the City Manager to execute the grant agreement with the Federal Aviation Administration for Airport Improvement Project (AIP) Project No. 3-06-0190-014-2016 at the Porterville Municipal Airport.
6. **Program Supplement to the Local Agency-State Master Agreement – Upgrade Signal to Install Protected Left-Turn Phasing Project (Putnam Avenue & D Street)**
Re: Considering approval of a resolution authorizing the Mayor to execute the document known as Program Supplement No. N044 Rev. 1 to the Administering Agency-State Agreement for Federal-Aid Projects No 06-5122R
7. **Master Agreement Administering Agency-State Agreement for Federal-Aid Projects Agreement No. 06-5122F15 and Program Supplement No. F056 to Administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15 – Pedestrian Access Corridor Project (Garden Avenue)**
Re: Considering approval of a resolution authorizing the Mayor to execute the document known as Program Supplement No. F056 for the pedestrian access corridor along Garden Avenue.
8. **Resolutions Approving Two Applications for Youth Soccer and Recreation Development Program Grant Funds**
Re: Considering approval of resolutions approving applications for Youth Soccer and Recreation Development Program Grant Funds in the amount of \$2,000,000.
9. **Consideration of Street Closure for Zalud House Museum Pioneer Days & Rib Cook-Off**
Re: Considering approval of the temporary closure of Main Street between Putnam and Morton Avenues; and Thurman and Cleveland Avenues between Division Street and the alley west of Second Street, on October 8, 2016, from 5:00 AM-4:00 PM.
10. **Approval for Community Civic Event - Fil-Amer. Association of California - Filipino Weekend Fiesta - September 24-25, 2016**
Re: Considering approval of an event to take place at Veteran's Park on Saturday, September 24, 2016, and Sunday September 25, 2016, from 6:00 a.m. to 9:00 p.m.
11. **Approval for Community Civic Event - Porterville Unified School District - Monache High School Vocal Department - Kaleidoscope Run - September 25, 2016.**
Re: Considering approval of an event to take place at the Porterville Sports Complex on Sunday, September 25, 2016, from 6:00 a.m. to 2:00 p.m.

- 12. Approval for Community Civic Event - Palabra de Victoria Church - Community Outreach - September 24, 2016**
Re: Considering approval of an event to take place in the church parking lot of 163 W. Orange and in front of the church on 'E' Street, Saturday, September 24, 2016, from 2:00 p.m. to 8:00 p.m.; and approval of the closure of 'E' Street from Orange Street to the end of the church building.
- 13. Request for Proclamation - Constitution Week - September 17-23, 2016**
Re: Considering approval of a request to proclaim September 17-23, 2016, as "Constitution Week."
- 14. Request for Proclamation - Relay for Life Days - October 1-2, 2016**
Re: Considering approval of a request to proclaim October 1st and 2nd as "Relay for Life Days."
- 15. Request for Proclamation - Adult Literacy Awareness Month - September 2016**
Re: Considering approval of a request to proclaim September 2016 as "Adult Literacy Awareness Month."

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

PUBLIC HEARINGS

- 16. Conditional Use Permit to allow for a Type 21 Off-Sale General (beer, wine and distilled spirits) alcohol license at White's Market 1204 S. Main St.**
Re: Consideration of a resolution approving a Conditional Use Permit to allow for a Type 21 Off-Sale General (beer, wine and distilled spirits) alcohol license located at White's Market, 1204 S. Main Street (PRC 2016-021-C).

SCHEDULED MATTERS

- 17. Purchase of Police Body-Worn Cameras**
Re: Considering approval to enter into a five year contract with Taser, Inc. for the purchase of (53) body-worn cameras, (53) electronic control devices with holsters, (10) docking stations, (9) Administration licenses, unlimited cloud storage and associated installation hardware and technical support for \$383,461.39.
- 18. Status and Review of Declaration of Local Emergency**
Re: Consideration of the continuance of the Declaration of Local Emergency

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 September 20, 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 – SEPTEMBER 6, 2016

SUBJECT: City Council Minutes of July 7, 2015, August 2, 2016, and August 30, 2016

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of July 7, 2015, August 2, 2016, and August 30, 2016, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of July 7, 2015, August 2, 2016, and August 30, 2016.

ATTACHMENTS:

1. Draft Minutes of July 7, 2015
2. Draft Minutes of August 2, 2016
3. Draft Minutes of August 30, 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
JULY 7, 2015, 5:30 PM**

Called to Order at 5:31 p.m.

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

Absent: Council Member Ward

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260320010, 260320032 and 260320035. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City Of Porterville and Dexter Oand Erline Goodell. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference With Real Property Negotiators/Property: APN: 261190006. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City Of Porterville and William Gnekow. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260320033. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City Of Porterville and Joseph Acquafresca. Under Negotiation: Terms and Price.

4 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253182009. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City Of Porterville and Pacifica First National. Under Negotiation: Terms and Price.

5 - Government Code Section 54957.6 – Conference With Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management And Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; And All Unrepresented Management Employees.

6 - Government Code Section 54956.95 – Liability Claim: Claimant: Hishmeh Enterprises, Inc. and Domino's Pizza. Agency Claimed Against: City Of Porterville.

7 - Government Code Section 54956.95 – Liability Claim: Claimant: Carol Mills. Agency Claimed Against: City Of Porterville.

8 - Government Code Section 54956.9(D)(1) – Conference With Legal Counsel – Existing Litigation: Lonnie Wesson V. City Of Porterville, Et Al. Tulare County Superior Court Case No. 260276.

9 - Government Code Section 54956.9(D)(1) – Conference With Legal Counsel – Existing Litigation: Robert Nuckols And Dba Nuckols Farming V. City Of Porterville And Rick Perigo, Tulare County Superior Court Case No. 261084.

10 - Government Code Section 54956.9(D)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Four 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-1, A-3, A-6, and A-7, as follows:

A-1. On a MOTION made by Mayor Stowe, and SECONDED by Council Member Reyes the City Council approved purchase of property for \$5,000.

Documentation: Resolution No. 70-2016

Disposition: Approved.

A-3. On a MOTION made by Vice Mayor Hamilton, and SECONDED by Council Member Gurrola the City Council unanimously approved the purchase of property for \$29,200.

Documentation: Resolution No. 71-2015

Disposition: Approved.

A-6. On a MOTION made by Vice Mayor Hamilton, and SECONDED by Council Member Gurrola the City Council unanimously rejected the claim filed by Hishmeh Enterprises, Inc. and Domino's Pizza.

Documentation: M.O. 01-070715

Disposition: Claim rejected.

A-7. On a MOTION made by Council Member Gurrola, and SECONDED by Vice Mayor Hamilton the City Council unanimously rejected the claim filed by Carol Mills.

Documentation: M.O. 02-070715

Disposition: Claim rejected.

The Pledge of Allegiance was led by Vice Mayor Hamilton.
Invocation -- one individual participated.

PROCLAMATIONS

Parks and Recreation Month - July 2015

PRESENTATIONS

Employee of the Month - Erika Benevidez

AB 1234 REPORTS

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

1. Consolidated Waste Management Association (CWMA) - June 18, 2015
Council Member Reyes reported on the retirement of the CWMA administrator and of discussion regarding the future of the CWMA.
2. Tulare County Economic Development Corp. (TCEDC) - June 24, 2015
Council Member Reyes reported on discussion regarding the linked learning movement.

REPORTS

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - Summer Hiatus
 2. Library & Literacy Commission - Summer Hiatus
 3. Arts Commission - June 24, 2015 (cancelled)
 4. Animal Control Commission - July 6, 2015
Commission Chair Kathy Guinn presented Employee of the Month Erika Benevidez with a certificate in appreciation of her efforts; and reported increased public attendance at their meetings.
 5. Youth Commission - Summer Hiatus
 6. Transactions and Use Tax Oversight Committee (TUTOC) - June 25, 2015

ORAL COMMUNICATIONS

- Nikki Edwards urged the Council to hire additional animal control personnel; and spoke of the importance of having a full time employee dedicated to cleaning kennels and feeding the animals.
- Ellen Hazelwood, 157 Williams Drive, spoke in opposition to proposed development on Park Street; spoke of drought conditions, historical value of the site, and moratoriums on building in other cities.
- Ruth Smith questioned why a pool was allowed to be constructed at the development located at Henderson Avenue and Newcomb Street, while residents are being asked to let their grass die; and spoke in support of a moratorium on construction of new pools.
- John Coffee, Chair of the Tulare County Stonewall Democrats, presented Council Member Gurrola with a proclamation from the Tulare County Democratic Party and Tulare County Stonewall Democrats recognizing her for her efforts to make Porterville a better place to live.
- Council Member Gurrola spoke briefly of the recognition she received in Sacramento and of the importance of supporting and understanding one another.
- Dorothy Martin spoke in opposition to the Closed Session negotiations regarding the development of apartments on 3.85 acres on Park Street; and questioned the gifting of the park land in exchange for a re-zoning of the area.
- Mr. Martins spoke regarding the proposed Animal Control Ordinance and suggested that rehabilitation be included.

- Gilbert Brown spoke of the lack of ADA compliant sidewalks, and his experience with drivers not giving pedestrians the right-of-way

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Vice Mayor Cameron Hamilton that the City Council approve Items Nos. 1 through 12. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF OCTOBER 21, 2014

Recommendation: That the City Council approve the Minutes of October 21, 2014.

AYES: Reyes, Gurrola, Hamilton, Stowe
 NOES: None
 ABSTAIN: None
 ABSENT: Ward

Documentation: M.O. 03-070715

Disposition: Approved.

2. RATIFICATION OF EMERGENCY EXPENDITURE - EMERGENCY REPAIR OF CITY WELL 15

Recommendation: That City Council:

1. Ratify the emergency repair of City Well 15 was necessary and met the emergency criteria as promulgated in Article VII, Section 238 of the City Code;
2. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$31,413; and
3. Direct the Finance Director to make payment to Valley Pump & Dairy Systems upon receipt of invoice approved by the Public Works Director.

AYES: Reyes, Gurrola, Hamilton, Stowe
 NOES: None
 ABSTAIN: None
 ABSENT: Ward

Documentation: M.O. 04-070715

Disposition: Approved.

3. AWARD OF CONTRACT - LIME STREET AND LAUREL AVENUE SEWER AND WATER PROJECT

Recommendation: That City Council:

1. Award the Lime Street Sewer and Water Project to 99 Pipeline in the amount of \$609,010;
2. Authorize progress payments up to 95% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen costs;
4. Authorize an additional 4.6% for construction management, construction surveying, quality control, and inspection services; and
5. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02100714.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 05-070715

Disposition: Approved.

4. AWARD CONTRACT FOR MOBILE FARE PAYMENT AND FARE COLLECTION SYSTEM

Recommendation: That the City Council:

1. Authorize staff to begin negotiations with SPX Genfare for the purchase of mobile fare payment and fare collection equipment;
2. Authorize a "not to exceed" \$835,183 contract to SPX Genfare for the fare collection system; and
3. Authorize staff to make payments up to 100% upon satisfactory completion of all work.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 06-070715

Disposition: Approved.

5. AWARD CONTRACT FOR AUTOMATIC PASSENGER COUNTER SYSTEM

Recommendation: That the City Council:

1. Authorize staff to begin negotiations with RouteMatch Software, Inc. for the purchase of an Automatic Passenger Counter (APC) system;
2. Authorize a "not to exceed" \$324,695 contract to RouteMatch Software, Inc. for the APC system; and
3. Authorize staff to make payments up to 100% upon satisfactory completion of all work.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 07-070715

Disposition: Approved.

6. AWARD CONTRACT FOR AN INTEGRATED SECURITY SYSTEM

Recommendation: That the City Council:

1. Authorize staff to begin negotiations with Convergent Technologies for the purchase of an integrated security system;
2. Authorize a "not to exceed" \$200,000 contract to Convergent Technologies for the integrated security system; and
3. Authorize staff to make payments up to 100% upon satisfactory completion of all work.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 08-070715

Disposition: Approved.

7. AWARD OF CONTRACT - ON-CALL ESCROW AND TITLE SERVICES

Recommendation: That the City Council:

1. Authorize staff to negotiate on-call contracts with First American Title;
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.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 09-070715

Disposition: Approved.

8. AUTHORIZATION TO RENEW COLD MIX ASPHALT CONTRACT

Recommendation: That the City Council authorize renewing the existing contract at the new rate of \$46.25 per ton with Jaxon Enterprises for the purchase of cold mix asphalt.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 10-070715

Disposition: Approved.

9. INTENT TO VACATE PORTIONS OF JAYE STREET BETWEEN POPLAR VENUE AND BROWN AVENUE

Recommendation: That City Council:

1. Pass a resolution of intent to vacate portions of Jaye Street between Poplar Avenue and Brown Avenue; and
2. Set the Council meeting of August 4, 2015, as the time and place for a public hearing.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: Resolution No. 72-2015

Disposition: Approved.

10. CONSIDERATION OF PARTICIPATION IN THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

Recommendation: That the City Council:

1. Confirm compliance of the “Act” by authorizing the participation with the other stakeholders in the Tule Subbasin by formation of a GSA as described herein;
2. Authorize staff to participate in the development of a Memorandum of Understanding for the formation of multiple GSAs; and
3. Authorize staff to cooperatively work with the other stakeholders to create a Cooperative Agreement that will define how all of the GSAs will work towards a “Sustainable Groundwater Yield” for the entire subbasin.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None

ABSENT: Ward

Documentation: M.O. 11-070715

Disposition: Approved.

11. HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT APPLICATION

Recommendation: That the City Council:

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

AYES: Reyes, Gurrola, Hamilton, Stowe

NOES: None

ABSTAIN: None

ABSENT: Ward

Documentation: Resolution No. 73-2015

Disposition: Approved.

12. PRELIMINARY ANNUAL ENGINEER'S REPORT OF ASSESSMENTS FOR LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS AND SETTING A PUBLIC HEARING

Recommendation: That the City Council:

1. Adopt the resolution ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the Fiscal Year 20152016;
2. Adopt the resolution giving preliminary approval to the Engineer's Report for the Landscape Lighting Maintenance Districts for Fiscal Year 20152016;
3. Adopt the resolution declaring the intent to levy and collect assessments for Fiscal Year 20152016, and offering a time and place for hearing objections thereto; and
4. Approve the scheduling of a public hearing for 6:30 PM on July 21, 2015, regarding the Engineer's Report and proposed assessments for the

Landscape and Lighting Maintenance Districts for Fiscal Year 2015-2016.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: Resolution Nos. 74-2015, 75-2015, and 76-2015
Disposition: Approved.

SECOND READINGS

13. SECOND READING - ORDINANCE 1824, ANIMAL CONTROL AND KEEPING

Recommendation: That the Council give Second Reading to Ordinance No. 1824, waive further reading, and adopt said Ordinance.

City Manager Lollis introduced the item and presented the staff report. He noted that the Ordinance had been amended, as approved by the Council to require the keeping of licensed animals from 6 to 10 days.

There was brief discussion regarding comments made during Oral Communications pertaining to rehabilitation of animals, animals in City buildings, and the receipt of a report from Koret.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton that the City Council that the City Council give Second Reading to Ordinance No. 1824, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE MUNICIPAL CODE AS IT PERTAINS TO ANIMAL CONTROL AND KEEPING, waive further reading, and adopt said Ordinance. The motion carried unanimously.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

The ordinance was read by title only.

Documentation: Ordinance No. 1824
Disposition: Approved.

There was a ten minute break at 7:15 p.m.

SCHEDULED MATTERS

14. CONSIDERATION OF APPOINTMENT TO PARKS & LEISURE SERVICES COMMISSION

Recommendation: That the City Council consider the appointment of one individual to the Parks and Leisure Services Commission to a term expiring in October 2015.

City Manager Lollis introduced the item, and Administrative Services Director Patrice Hildreth presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola that the City Council appoint Rachel Lucero to the Parks and Leisure Services Commission to a term expiring in October 2015. The motion carried unanimously.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 12-070715

Disposition: Approved.

15. CONSIDERATION OF EXCEPTION TO THE 180-DAY PERS WAIT PERIOD FOR THE HIRING OF A RETIRED ANNUITANT

Recommendation: That the City Council approve the draft resolution for the exception to the 180-day PERS Wait Period.

City Manager Lollis introduced the item, and Administrative Services Director Patrice Hildreth presented the staff report.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Reyes that the City Council approve the draft resolution for the exception to the 180-day PERS Wait Period. The motion carried unanimously.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: Resolution No. 77-2015

Disposition: Approved.

16. ADOPTION OF ANNUAL APPROPRIATION LIMIT

Recommendation: That the City Council approve the resolutions adopting the appropriation limit of \$58,254,230 for the 2015-2016 fiscal year.

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

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola that the City Council approve the resolutions adopting the appropriation limit of \$58,254,230 for the 2015-2016 fiscal year. The motion carried unanimously.

Documentation: Resolution No. 78-2015

Disposition: Approved.

17. DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES 2015 ANNUAL CONFERENCE

Recommendation: If there is interest in Council Member attendance at the League of California Cities Annual Conference, that the City Council designate one City Council Member to serve as a voting delegate, and two City Council Members to serve as alternate voting delegates at the Conference.

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

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola that the City Council designate Council Member Reyes to serve as the voting delegate, and Vice Mayor Hamilton to serve as the alternate voting delegate at the League of California Cities Annual Conference. The motion carried unanimously.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 13-070715

Disposition: Approved.

18. STATUS AND REVIEW OF DECLARATION OF LOCAL DROUGHT EMERGENCY

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. Review and approve the draft Agreement between the City and County of Tulare.

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

Following the staff report, Mr. Lollis and Acting Public Works Director Reed provided an update pertaining to E. Vandalia and Porterville Area Coordinating Council (PACC) water tanks; and Council Member Gurrola requested that the County be notified of water being lost when trucks are filling up at Jones Corner.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton that the City Council approve the continued Declaration of Local Drought Emergency, and the draft Agreement between the City and County of Tulare. The motion carried unanimously.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 14-070715

Disposition: Approved.

Following Council's action, City Manager Lollis notified the Council of additional dry wells in the vicinity of West North Grand and Newcomb Street and of the potential for a request for annexation.

The Council adjourned at 7:55 p.m. to a joint meeting of the Porterville City Council and the Successor Agency to the Porterville Redevelopment Agency.

**JOINT PORTERVILLE CITY COUNCIL AND SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY MINUTES
291 NORTH MAIN STREET, PORTERVILLE, CA 93257 AND
CEDAR SINAI MEDICAL CENTER, 8700 BEVERLY BLVD., RM. 8813
LOS ANGELES, CA 90048
JULY 7, 2015**

Roll Call: Member Reyes, Member Gurrola, Vice Chair Hamilton, Chair Stowe
Absent: Member Ward

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

None

JOINT SCHEDULED MATTERS

19. SUCCESSOR AGENCY REVIEW AND APPROVAL OF REVISED LONG RANGE PROPERTY MANAGEMENT PLAN

Recommendation: That the Successor Agency adopt the draft Resolution approving the revised 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. Community Development Director Jenni Byers presented the staff report and addressed questions from the Council.

AGENCY ACTION: MOVED by Vice Chair Hamilton, SECONDED by Agency Member Gurrola that the Successor Agency adopt the draft resolution approving the revised 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.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: SA Resolution No. 2015-03

Disposition: Approved.

20. TERMINATION OF DISPOSITION AND DEVELOPMENT AGREEMENT AND GRANT DEED COVENANTS

Recommendation: That the City Council:

1. Approve the Resolution of the City Council of the City of Porterville approving the Termination of Disposition and Development Agreement and Grant Deed Covenants and making certain findings in accordance therewith; and
2. Authorize the City Manager to execute the Termination of Disposition and Development Agreement and Grant Deed Covenants on behalf of the City.

That the Successor Agency Board:

1. Approve the Resolution of the Successor Agency of the City of Porterville approving the Termination of Disposition and Development Agreement and Grant Deed Covenants and making certain findings in accordance therewith; and

2. Authorize the Successor Agency Executive Director to execute the Termination of Disposition and Development Agreement and Grant Deed Covenants on behalf of the Successor Agency.

City Manager Lollis introduced the item and, Community Development Director Jenni Byers presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Reyes that the City Council approve the Resolution of the City Council of the City of Porterville approving the Termination of Disposition and Development Agreement and Grant Deed Covenants and making certain findings in accordance therewith, and authorize the City Manager to execute the Termination of Disposition and Development Agreement and Grant Deed Covenants on behalf of the City.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

AGENCY ACTION: That the Successor Agency Board approve the Resolution of the Successor Agency of the City of Porterville approving the Termination of Disposition and Development Agreement and Grant Deed Covenants and making certain findings in accordance therewith; and authorize the Successor Agency Executive Director to execute the Termination of Disposition and Development Agreement and Grant Deed Covenants on behalf of the Successor Agency. The motion carried unanimously.

AYES: Reyes, Gurrola, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: Resolution No. 79-2015; and SA Resolution No. 2015-04
Disposition: Approved.

The Joint Meeting adjourned at 8:00 p.m. to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

- An unidentified individual inquired about the status of the reconstruction of downtown parking lots. With the permission of the Council, Acting Public Works Director Reed provided an update.

OTHER MATTERS

- Council Member Gurrola spoke of a recent visit from relatives.

- Vice Mayor Hamilton recognized Human Resources Assistant Shauna Biagio who was in attendance; and spoke of a successful Freedom Fest.
- Council Member Reyes commended PACC facilitators and their volunteers for their efforts pertaining to water distribution.
- Mayor Stowe also lauded PACC and its volunteers for all their hard work and dedication; congratulated Council Member Gurrola for her receipt of a proclamation; thanked the residents for their water conservation efforts to date; and requested that everyone keep Fire Chief Irish's wife in their prayers.
- City Manager Lollis reported on a successful Freedom Fest and 4th of July weekend; spoke of a visit next week from UC Davis, to inspect animal shelter facilities; and added that a film crew would also be in town to shoot scenes for a movie.
- Battalion Chief Hall reported that public safety personnel had responded to 73 calls for service and issued 5 citations on the 4th of July holiday.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 8:12 p.m. to the meeting of July 21, 2015.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 2, 2016, 5:30 PM**

Called to Order at 5:34 p.m.

Roll Call: Council Member A. Monte Reyes, Council Member Brian Ward, Council Member Virginia Gurrola, Vice Mayor Cameron Hamilton, Mayor Milt 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: APNS 255-220-046, 247-040-034, 247-040-035, 247-090-028, 247-110-019, 247-120-022, 248-050-036, AND 248-010-019. AGENCY NEGOTIATOR: JOHN LOLLIS. NEGOTIATING PARTIES: CITY OF PORTERVILLE AND GREG SHELTON. UNDER NEGOTIATION: TERMS AND PRICE.

2 - GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS/PROPERTY: 42 SOUTH PLANO STREET. AGENCY NEGOTIATORS: JOHN LOLLIS AND DONNIE MOORE. NEGOTIATING PARTIES: CITY OF PORTERVILLE AND THE BARN THEATER. UNDER NEGOTIATION: TERMS AND PRICE.

3 - GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR. AGENCY NEGOTIATOR: JOHN LOLLIS AND STEVE KABOT. EMPLOYEE ORGANIZATIONS: PORTERVILLE CITY FIREFIGHTERS ASSOCIATION AND FIRE OFFICER SERIES.

4 - GOVERNMENT CODE SECTION 54956.9(D)(3) – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION: TWO CASES IN WHICH FACTS ARE NOT YET KNOWN TO POTENTIAL PLAINTIFF.

5 - GOVERNMENT CODE SECTION 54956.9(D)(4) – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – INITIATION OF LITIGATION: TWO CASES; AND ADDITIONAL CASES CONCERNING POTENTIAL RECEIVERSHIPS.

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

City Attorney Julia Lew reported that there had been no reportable action taken in Closed Session.

The Pledge of Allegiance was led by Council Member Ward.

Invocation -- a moment of silence was observed.

PRESENTATIONS

Employee of the Month -- Erik Martinez

AB 1234 REPORTS

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

1. COUNCIL OF CITIES - JULY 20, 2016

Mayor Stowe reported on discussion pertaining to the County's building permit activity and its enforcement of building codes. City Manager Lollis reported that the EPA had not approved the SJVAPCD's 2015 Compliance Plan, and stated that it could significantly impact the Central Valley.

2. TULARE COUNTY ECONOMIC DEVELOPMENT CORP. (TCEDC) - JULY 27, 2016

Council Member Reyes reported on recognition of the new Board, review of the Work Plan, and evaluation of the Chief Executive Officer.

REPORTS

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

I. Staff Informational Reports

1. Porterville Golf Course - 4th Quarter FY 2015/16
2. OHV Park - 4th Quarter FY 2015/16
3. Report on Charitable Car Washes
4. Street Performance Measure - 4th Quarter FY 2015/16
5. Building Permit Activity - 4th Quarter FY 2015/2016
6. Attendance Report for City Commissions and Committees - 4th Quarter FY 2015/16

ORAL COMMUNICATIONS

- Lou Marchant spoke of the importance of the golf course to the quality of life in Porterville and of benefits to golfers, specifically seniors and youth.
- Rogelio Caudillo, Senator Andy Vidak's Office, introduced himself as the Senator's District representative.
- Richard Stadtherr spoke in support of Item No. 14, and stated that he was willing to match the additional \$100 requested if approved by the Council.
- Alicia and Carlos Guzman stated that they had purchased an empty lot in the County and were in need of an additional water connection to the property for placement of two manufactured homes.

CONSENT CALENDAR

Council Member Gurrola indicated that she had a previously disclosed conflict of interest pertaining to real property located in Area 455A of Item 4 and would be abstaining from the vote on that particular area.

City Attorney Lew reported that Council Member Ward also had a previously disclosed conflict of interest pertaining to Item No. 4, Area 458 only.

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 through 10, with noted abstentions pertaining to Item No. 4. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF JUNE 7, 2016

Recommendation: That the Council approve the draft Minutes of June 7, 2016.

Documentation: M.O. 01-080216

Disposition: Approved.

2. CONSIDERATION OF AMENDMENT TO RECLAMATION AREA LEASE

Recommendation: That City Council approve Amendment No. 1 of the April 2015 Reclamation Area Lease Agreement with Rick Perigo Roadsiding.

Documentation: M.O. 02-080216

Disposition: Approved.

3. SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AWARD

Recommendation: That the City Council:

1. Accept the STEP Grant funding from the California Office of Traffic Safety in the amount of \$70,000; and
2. Authorize a budget adjustment for the Police Department in the Special Safety Grants Fund for FY2016/2017 in the amount of \$70,000.

Documentation: M.O. 03-080216

Disposition: Approved.

4. AREAS 458, 455A AND 459A & C SEWER UTILITY DISTRICT ANNUAL ASSESSMENTS

Recommendation: That the City Council adopt the resolutions ordering the continued assessments for Districts 458, 455A and 459A and C for the 2016/2017 tax years.

AYES: Reyes, Gurrola, Hamilton, Stowe

NOES: None

ABSTAIN: Ward

ABSENT: None

Documentation: Resolution Nos. 48-2016

Disposition: Area 458 approved.

AYES: Reyes, Ward, Hamilton, Stowe

NOES: None

ABSTAIN: Gurrola

ABSENT: None

Documentation: Resolution No. 49-2016

Disposition: Area 455A approved.

AYES: Reyes, Ward, Gurrola, Hamilton, Stowe

NOES: None

ABSTAIN: None

ABSENT: None

Documentation: Resolution No. 50-2016

Disposition: Area 459A and 459C approved.

5. QUARTERLY PORTFOLIO SUMMARY

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

Documentation: M.O. 04-080216

Disposition: Approved.

6. INTERIM FINANCIAL STATUS REPORTS

Recommendation: That the City Council accept the preliminary interim financial status reports as presented.

Documentation: M.O. 05-080216

Disposition: Approved.

7. CITY OF PORTERVILLE CONFLICT OF INTEREST CODE -- BIENNIAL REPORT AND PROPOSED AMENDMENT

Recommendation: That the City Council:

1. Accept the Conflicts and Disclosure Monitor Agency 2016 Biennial Report; and
2. Direct staff to amend said report for Council's approval within ninety (90) days.

Documentation: Resolution No. 51-2016

Disposition: Approved.

8. APPROVING RESOLUTION TO RESCIND RESOLUTION 29-2016

Recommendation: That the City Council approve the draft resolution rescinding Resolution 29-2016.

Documentation: Resolution No. 51-2016

Disposition: Approved.

9. APPROVAL FOR COMMUNITY CIVIC EVENT - FAMILY HEALTH CARE NETWORK - COCOLA BROADCASTING - 16TH ANNUAL HEALTH FAIR AND FIESTA DE LA FAMILIA - OCTOBER 9, 2016

Recommendation: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Family HealthCare Network and COCOLA Broadcasting, subject to the stated requirements contained in the Application, Agreement, Exhibit A, and Exhibit B.

Documentation: M.O. 07-080216

Disposition: Approved.

10. RESPONSE TO GRAND JURY REPORT - TULARE COUNTY, ARE WE READY FOR EL NINO?

Recommendation: That the City Council:

1. Consider the Draft Letter in response to the Tulare County Grand Jury 20152016 Report on the preparedness of the responsible jurisdictions within the county in anticipation of the 20152016 El Nino rainfall event; and
2. Authorize the Mayor to sign the response letter.

Documentation: M.O. 08-080216

Disposition: Approved.

PUBLIC HEARINGS

11. WESTWOOD PLAZA COMMERCIAL DEVELOPMENT

Recommendation: That the City Council:

1. Adopt the draft resolution certifying the Final Environmental Impact Report, adopting Findings of Fact, and adopting a Mitigation Monitoring Plan for the Westwood Plaza Commercial Center Project;
2. Adopt the draft resolution approving a Conditional Use Permit to permit an Auto Service Station with a Type 20 Alcoholic Beverage License (off-site sale of alcohol); and

3. Adopt the draft resolution for approval of a Tentative Parcel Map.

City Manager Lollis indicated that he had a conflict of interest pertaining to real property, and exited the Council Chambers. In his absence, Administrative Services Director Patrice Hildreth introduced the item, and Community Development Director Jenni Byers presented the staff report.

The Public Hearing was opened at 7:03 p.m. When no one came forward, the Mayor closed the Public Hearing at 7:03 p.m.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council adopt the draft resolution certifying the Final Environmental Impact Report, adopting Findings of Fact, and adopting a Mitigation Monitoring Plan for the Westwood Plaza Commercial Center Project; adopt the draft resolution approving a Conditional Use Permit to permit an Auto Service Station with a Type 20 Alcoholic Beverage License (off-site sale of alcohol); and adopt the draft resolution for approval of a Tentative Parcel Map. The motion carried unanimously.

Documentation: Resolution Nos. 52-2016; 53-2016; and 54-2016.

Disposition: Approved.

12. SUMMIT ESTATES TENTATIVE SUBDIVISION MAP

Recommendation: That the City Council:

1. Adopt the draft resolution approving the Negative Declaration for Summit Estates Phase II Subdivision Project; and
2. Adopt the draft resolution approving the Summit Estates Phase II Tentative Subdivision Map.

City Manager Lollis introduced the item, and Community Development Director Byers presented the staff report.

The Mayor opened the Public Hearing at 7:09 p.m.

- Jim Winton, 150 W. Morton Avenue, representing Smee Builders, stated that the applicants were in agreement with the conditions of approval.
- Renee Curtley inquired if there was a park included in the proposed development.

The Mayor closed the Public Hearing at 7:12 p.m.

Staff addressed questions from members of the Council pertaining to potential trail amenities, flood lines, landscape and design standards in light of the drought, and the impact of the development on the City's ability to comply with the State's water regulations.

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member Virginia Gurrola that the City Council adopt the draft resolution approving the Negative Declaration for Summit Estates Phase II Subdivision Project; and adopt the draft resolution approving the Summit Estates Phase II Tentative Subdivision Map. The motion carried unanimously.

Documentation: Resolution Nos. 55-2016; and 56-2016
Disposition: Approved.

SCHEDULED MATTERS

13. SPONSORSHIP OF DOCUMENTARY RAMON RISING

Recommendation: That the City Council consider the recommendation of the Arts Commission to sponsor the Ramon Rising film.

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

Members of the Council expressed concerns regarding the proposed sponsorship, which included a questionable return on investment, spending of tax payer dollars, and setting a precedent.

Documentation: None
Disposition: No action taken.

14. PATRIOTIC PRIDE HYDRANT PROJECT

Recommendation: That the City Council:

1. Appropriate an additional \$100 from the City Council's operating budget to the Arts Commission for the Patriotic Pride Fire Hydrant Art Project; and
2. Approve the sample designs to be used to promote the project.

City Manager Lollis introduced the item, and Community Development Director Jenni Byers presented the staff report.

Discussion followed regarding the purchase of paint, approval of designs, project timelines, and other opportunities to allow for art in the community.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council appropriate an additional \$100 from the City Council's operating budget to the Arts Commission for the Patriotic Pride Fire Hydrant Art Project; authorize the Arts Commission to review submitted designs and bring the final ten to Council for approval;

and direct staff to draft a letter of thanks to Mr. Richard Stadtherr for his \$100 match. The motion carried unanimously.

Documentation: M.O. 09-080216

Disposition: Approved.

15. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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 State's request to add an additional thirty (30) immediate permanent connections in East Porterville.

City Manager Lollis introduced the item and presented the staff report. Following the staff report, Acting Public Works Director addressed questions from the Council pertaining to the status of the well project, coordination between agencies, and public outreach.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola that the City Council approve an additional thirty (30) immediate permanent connections in East Porterville; authorize the drafting of a letter to the County regarding the importance of the well project; and approve the continued Declaration of Local Emergency. The motion carried unanimously.

Documentation: M.O. 10-080216

Disposition: Approved.

The Council took a ten minute recess at 8:13 p.m.

16. POTENTIAL RECONSIDERATION OF ANNEXATION 479A

Recommendation: That the City Council consider the potential reconsideration of Annexation 479A.

City Manager Lollis introduced the item. Mayor Stowe recused himself due to a conflict of interest, and left the dais. Mr. Lollis then presented the staff report to Council.

Following the staff report, Community Development Director Byers and Acting Public Works Director Reed elaborated on the circumstances which have warranted the potential reconsideration of annexation; and addressed questions regarding the annexation process and options available to the Council and residents going forward.

City Attorney Lew advised the Council on motions of reconsideration, motions to rescind, and renewal motions pursuant to Roberts Rules of Order.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton that the City Council rescind the prior vote pertaining to Annexation 479A. The motion carried unanimously.

After some discussion regarding additional requests for annexation outside of Area 479A, staff was directed to restart the process of consideration of Annexation 479A, and notice the public hearing.

Documentation: M.O. 11-080216
Disposition: Approved; and direction given.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Vice Mayor Hamilton spoke of the National Night Out even, and of cities having dumpster enclosures painted with art.
- Council Member Ward stated that it was good to be back from his trip.
- Council Member Reyes spoke of his attendance at the Farmer's Market on Main Street, and encouraged attendance at the event to take place each Tuesday in August from 9:00 a.m. – 12:30 p.m.
- Mayor Stowe announced the passing of Parks and Leisure Services Director Donnie Moore's mother; and requested that the Moore family be in everyone's thoughts and prayers.
- City Manager Lollis spoke of a successful turnout at the Farmer's Market, Crazy Days in Downtown Porterville, and the planning of an event in observation of the 15th anniversary of 9/11.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 8:56 p.m. to the meeting of August 16, 2016.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor

**CITY COUNCIL MINUTES
SPECIAL CITY COUNCIL MEETING
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 30, 2016, 5:00 PM**

Called to Order at 5:31 p.m.

Roll Call: Council Member Ward, Council Member Reyes, 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: 253-160-059. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Tom White. Under Negotiation: Terms and Price.

2 - 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.

RECONVENED OPEN SESSION AT 5:54 P.M.

No reportable action took place in Closed Session.

ADJOURNMENT

The Council adjourned at 5:55 p.m. to the meeting of September 6, 2016.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Acceptance of Project - Porterville Hotel Site Restoration Project

SOURCE: Public Works

COMMENT: MAC General Engineering has completed the Porterville Hotel Site Restoration Project per plans and specifications. The project consisted of removing all existing concrete structures including floor slab and basement of the Porterville Hotel, remediating contaminated soil, excavating, backfilling, and compacting the site.

Staff carefully tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by City Council. On December 1, 2015, City Council authorized an expenditure of \$155,151.80 for construction, construction management, inspection services and quality control services for the Porterville Hotel Site Restoration Project. On June 21, 2016, City Council authorized \$37,690.40 to compact the soil along the north property line and around hotel footings along Main Street sidewalk. The additional funding authorized on June 21, 2016, totals an overall expenditure of \$192,842.20. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction cost is \$160,634.21
2. Construction management and quality control costs are \$30,922.21

Total project construction costs equate to \$191,556.42, which is less than the \$192,842.20 overall budget approved by Council at time of award and subsequent augmentation. Funding for the Porterville Hotel Site Restoration Project was approved in the 2015/2016 Annual Budget with RDA Bond Proceeds, Work Force Housing Grant, and re-appropriated General Funds as the funding sources.

MAC General Engineering requests that the City Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention thirty-five (35) days after recordation, provided no stop notices have

been filed.

ATTACHMENTS: 1. Locator Map

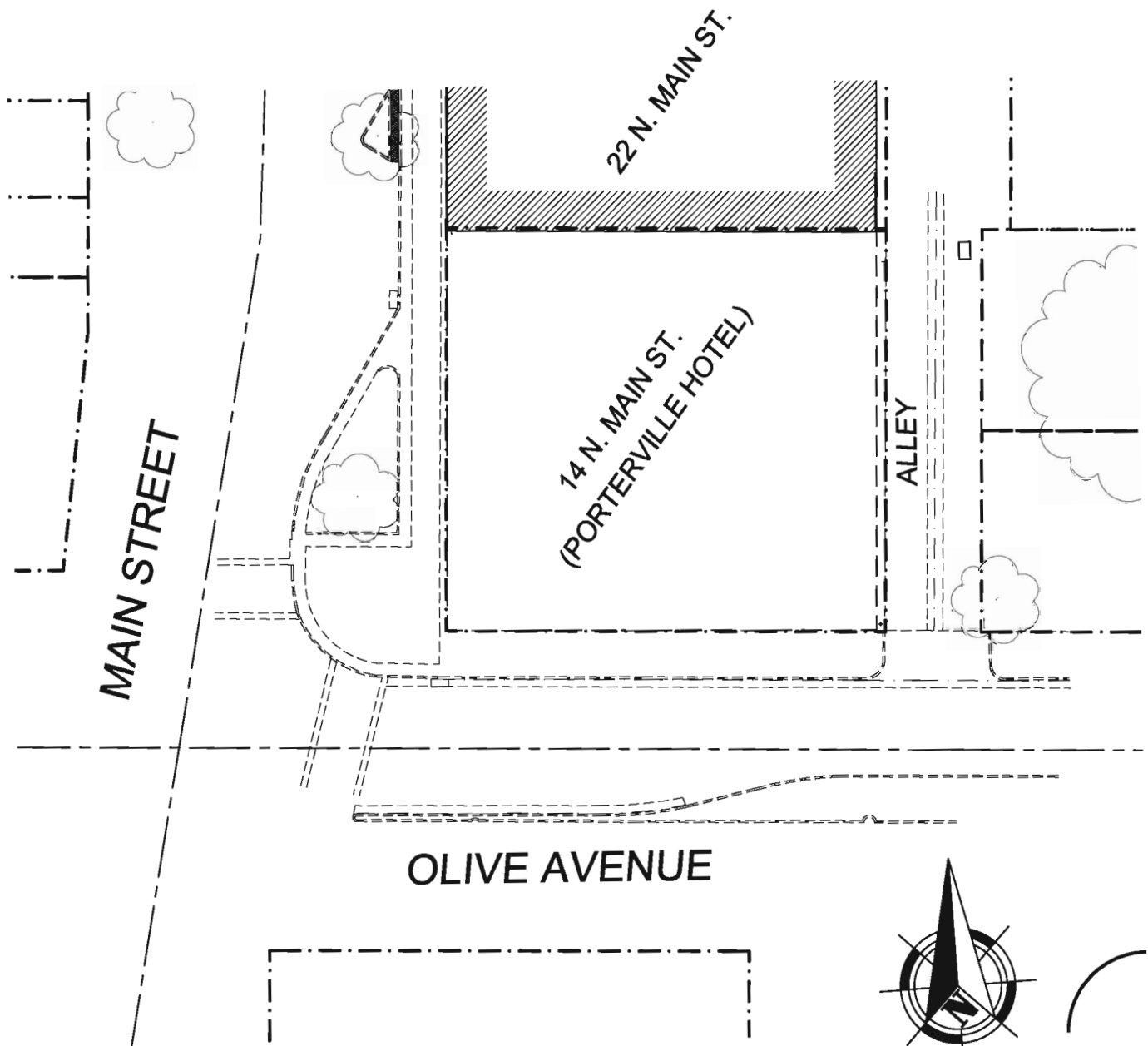
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

PORTERVILLE HOTEL SITE RESTORATION PROJECT

OWNER	CITY OF PORTERVILLE
APN	
AREA	
ACRES	
SCALE	1" = 40'-0"
DATE	8/31/2016
DRAWN BY	CAL
CHECKED BY	



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Renewal of Agreement with Kings/Tulare Area Agency on Aging

SOURCE: Parks and Leisure Services

COMMENT: Kings/Tulare Area Agency on Aging (K/TAAA) is requesting renewal of the agreement with the City of Porterville to facilitate the continuance of a Senior Nutrition Program within the city. The program will continue to operate at the Santa Fe Depot five days per week. The agreement provides for the City contributing \$14,000 annually (\$3,500 each calendar quarter) for the continued operation of the nutrition program by K/TAAA.

K/TAAA is requesting the term of the agreement be for a period of twelve calendar quarters commencing October 1, 2016, and ending September 30, 2019. Staff feels that the services provided by K/TAAA, through their contractor CSET, have been performed well and that those participating in the program have been very pleased with the services. The Parks and Leisure Services Commission also recommends that the City renew the agreement with K/TAAA.

RECOMMENDATION: That the City Council approve the renewal of the agreement with K/TAAA and authorize and direct the Mayor to execute the same.

ATTACHMENTS: 1. K/TAAA Memorandum of Understanding

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PORTERVILLE
AND
KINGS/TULARE AREA AGENCY ON AGING
TO FACILITATE A SENIOR NUTRITION PROGRAM

This Memorandum of Understanding (MOU) is entered into between the City of Porterville (CITY) and the Kings/Tulare Area Agency on Aging (K/T AAA) to facilitate a Senior Nutrition Program (PROGRAM) within CITY boundaries.

A. RESPONSIBILITIES

CITY shall contribute financial support to K/T AAA in advance on a quarterly basis and within the term of this MOU to facilitate a senior citizens PROGRAM. The quarterly contribution commencing October 1, 2016, shall be \$3,500. Contributions shall be made by the fifteenth day of the first month of each calendar quarter.

K/T AAA shall provide, within the boundaries of CITY, a five-day per week PROGRAM to provide senior citizens with congregate meals and other services commensurate with such PROGRAM as K/T AAA operates within other communities. K/T AAA shall utilize the funds contributed by CITY for any legal purpose as determined by K/T AAA; make all necessary arrangements for the PROGRAM; and shall indemnify, defend, and hold harmless CITY from any and all claims, actions, and losses arising from the activities of K/T AAA to the fullest extent permitted by law. For any calendar quarter in which the PROGRAM is discontinued, the contribution provided by CITY shall be prorated, with refund made to CITY within thirty days for the term in which the PROGRAM was not provided.

B. TERM

The term of this MOU shall be for a period of twelve calendar quarters commencing October 1, 2016, and ending September 30, 2019. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least one calendar quarter in advance of the effective withdrawal date.

C. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ of _____, 2016.

KINGS/TULARE AREA AGENCY ON AGING

Laura Silva, Director

CITY OF PORTERVILLE

Milt Stowe, Mayor

ATTEST:

APPROVED AS TO FORM

John D. Lollis, City Clerk

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Draft Consolidated Annual Performance and Evaluation Report 2015/2016 Program Year

SOURCE: Community Development

COMMENT: The 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER), which has been prepared for submittal to the U.S. Department of Housing and Urban Development (HUD), reports on specific federal assistance allocated to the City of Porterville for the period July 1, 2015, through June 30, 2016. The CAPER is the performance reporting tool for the 2015-2016 Action Plan Program Year, and is required by HUD guidelines. Performance reporting meets four basic purposes:

- It provides HUD with necessary information for the Department to meet its statutory requirement to assess each grantee's ability to carry out relevant programs in compliance with all applicable rules and regulations;
- It provides information necessary for HUD's Annual Report to Congress, also statutorily mandated;
- It provides grantees an opportunity to describe to citizens their successes in revitalizing deteriorated neighborhoods and meeting objectives stipulated in their Consolidated and Action Plans; and
- It assures that citizens, community groups, and other interested stakeholders in the community development process are accurately informed of the use of federal resources.

Notable accomplishments in the program year 2015-2016 contained in the CAPER include: 1) 66 individuals participated in First Time Home Buyer Education, and one family who received a First Time Home Buyer Loan; 2) Housing Rehabilitation Program assisted nine households, with seven connecting to City utilities, one receiving an ADA accessible ramp, and one assisting with the rehabilitation of the home; 3) Partnership with the Continuum of Care benefitted 135 homeless individuals through a Resource Fair, and five individuals received Shelter Plus Care housing vouchers; 4) Youth Center at the Heritage Center served 104 individual youth; and 5) Business programs provided for the rehabilitation of four Downtown parking lots, and one small business received a loan, which assisted in the creation of four new jobs.

As required by HUD regulations and the Citizen Participation Plan, staff obtained citizen participation by publishing and posting bilingual public comment notices. Staff published a public comment notice in English that was published in the Porterville Recorder on Friday, August 19, 2016, as well as in Spanish on Friday, August 12, 2016, in the Noticiero Semanal. The CAPER is available at the Community Development counter at City Hall, 291 N. Main Street, on the City's website (ci.porterville.ca.us), as well as at the Porterville Library. The notices stated public comments may be submitted in person or in writing until September 6, 2016, by 5:00 p.m. At the time of the writing of this staff report, no comments were received. If comments are received prior to the close of the comment period, staff will respond to the comments before the CAPER is submitted to HUD by September 28, 2016.

RECOMMENDATION: That the City Council consider the draft 2015-2016 Consolidated Annual Performance Evaluation Report and direct staff to submit it to the Department of Housing and Urban Development by the required deadline of September 28, 2016, as well as respond to any comments received prior to September 06, 2016.

ATTACHMENTS: 1. Draft CAPER PY 2015-16

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT

(CAPER)

PROGRAM YEAR 2015-2016

AUGUST 2016

Jennifer M. Byers
Community Development Director
291 N. Main Street
Porterville Ca 93257
559-782-7460

TABLE OF CONTENTS

CR-05 Goals and Outcomes

CR-10 Racial and Ethnic Composition of (person/household/families) assisted

CR-15 Resources and Investments

CR-20 Affordable Housing

CR-25 Homeless and Other Special Needs

CR-30 Public Housing

CR-35 Other Actions

CR-40 Monitoring

CR-45 CDBG

Attachments

Response to CR-35

PR 26 Financial Summary Report

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This section addresses activities undertaken during the PY to address pertinent Consolidated Plan 2015/2016 Action Plan objectives and areas of high priority. To meet the City of Porterville's goals and objectives for PY15, the City administered funds primarily spent on the following activities: Porterville Youth Center, Business Assistance Program including parking lot rehabilitations, First Time Low Income Homebuyer Program (FTHB), owner occupied Housing Rehabilitation & Public Utility Loan Program including water and sewer connections with minor housing rehabilitation, Shelter Plus Care Program for the chronically homeless, and debt service on the Section 108 loan for the neighborhood community center known as the Heritage Center (see attached map).

These accomplishments promoted and sustained existing developments and public services, new and existing housing, and job opportunities for Porterville residents and employers. The City's Consolidated Plan identified the estimated costs of addressing the needs facing Porterville which are many times the amount of resources available. Programs designed to address and fund those needs identified as "High" and as many as possible identified as "Medium" in the Priority Needs Table are the City's number one objective.

In keeping with this focus, the following objectives identified in the Consolidated Plan and 2015/2016 Action Plan were addressed:

- Objective 1: Ensure, to the extent available resources allow, the availability of decent, safe, and affordable housing within the City of Porterville for low to moderate income families and individuals.
- Objective 2: The City will strive to maintain the integrity of its existing neighborhoods.
- Objective 3: The City will encourage the location of commercial and industrial development within the City.
- Objective 4: The City will encourage the development of its youth

Table 1-A has a summary of the progress attained, it is similar to the IDIS chart, however it is a better representation.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the

grantee's program year goals.

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$1,440	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	500	66	13.20%	100	66	66.00%
Affordable Housing	Affordable Housing	CDBG old entitlement: \$208,855.13	Homeowner Housing Added	Household Housing Unit	2	0	0.00%	1	1	100.00%
Affordable Housing	Affordable Housing		Homeowner Housing Rehabilitated	Household Housing Unit	5	9	180.00%	2	9	450.00%
Affordable Housing	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	5	66	1320.00%	1	1	100.00%
Economic Development	Non-Housing Community Development	CDBG: \$497,334	Facade treatment/business building rehabilitation	Business	3	0	0.00%	1	0	0.00%
Economic Development	Non-Housing Community Development		Businesses assisted	Businesses Assisted	3	1	33.33%	1	1	100.00%
Homelessness	Homeless	CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	135	9.00%	300	135	45.00%
Homelessness	Homeless	CDBG: \$5000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	3	0	0.00%	2	6	300.00%
Homelessness	Homeless	CDBG: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	10	0	0.00%			
Homelessness	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Homelessness	Homeless	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Strengthening Neighborhoods	Non-Homeless Special Needs	CDBG: \$47,016	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15415	15415	100.00%	15415	15415	100.00%
	Non-Housing Community Development	CDBG: \$75,615								
Strengthening Neighborhoods	Non-Homeless Special Needs	CDBG: \$102,055	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	131	26.20%	100	129	129.00%
	Non-Housing Community Development									

CAPER

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The table 2 accomplishment in strategic plan represent 5 year goals for PY 2015-2020. This is the first year of accomplishment reported or 20% of the goals.

This section provides the Overall Benefit Analysis. Actions to address the highest priority activities identified in the City's Consolidated Plan are discussed below. These actions accomplished meeting these high priorities and benefitted low to moderate income persons. Most of the HUD Objectives and Outcomes assigned to each CDBG program and activity have been met. Those that have not been accomplished will contain an explanation.

Youth Centers

The City continued funding the Porterville Youth Center. It averaged a daily attendance of thirty nine (39) low-to moderate- income youth. The goal of 100 unduplicated youth has been surpassed annually. In FY15, 104 unduplicated youth were served and 90% of those youth were from low to moderate income households.

The City completed the construction for the Heritage Center, a Neighborhood Community Center, in 2005. In this facility, the City's Parks and Leisure Services Department provide activities for the City's youth, seniors, and other members of the community. The City developed a partnership with the Porterville Unified School District (PUSD) in order to build the Center on the site adjacent to the Santa Fe Elementary School. This plan allowed the City and the PUSD to develop buildings for shared uses and therefore leverage the resources of each entity. The City amended the 1995 Consolidated Plan and the 1999/2000 Action Plan to use the Section 108 loan funds for construction of the Center and amended the 2008/09 Action Plan for the use of CDBG-R funds for the construction of Phase 2 of the Rails to Trails Project which is part of the master plan for the Heritage Center Complex. The Phase 2 Rails to Trails Project was completed in PY12.

Public Utility Improvements

In FY15, seven low income households benefitted from the City's Public Utility Loan Program, which is now combined with the Owner Occupied Housing Rehabilitation Program.

Affordable Housing Programs

The Action Plan indicated that atleast one low-to-moderate income households may receive first time home buyer assistance. This goal was attained. Through a combined effort of the City's Housing Rehabilitation and Public Utilities programs, at least two households were anticipated to receive

assistance. The goal set in the Action Plan was accomplished. One household received housing rehabilitation assistance to address health and safety code issues, seven households benefited by connecting to City water or sewer services, one household was assisted in making their entrance and exit ADA accessible with the installation of an ADA Accessible ramp and two were partially assisted

with CDBG funds for relocation while their mobile homes were being replaced by the CalHome grant.

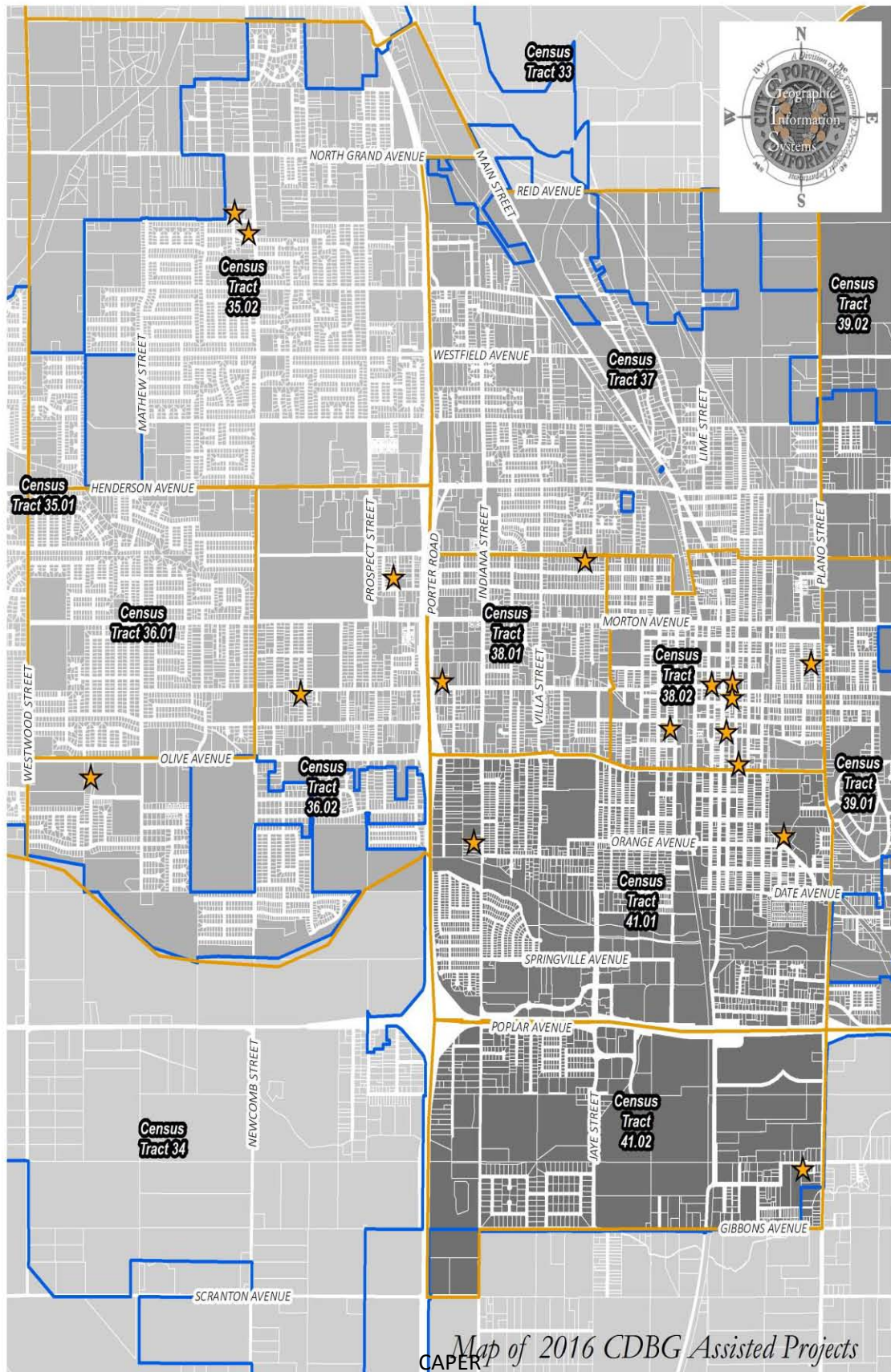
1. Table 1 A Accomplishments

	Activity Name	Activity Type	National Objective	Accomplishment Type	Indicator	Goal Count	Goal Attained	Performance goal/outcome	Performance outcome	Funded in PY 2015	Balance as of 6/30	Type of funds
AFORDABLE HOUSING										\$275,547.55		CDBG
208	Homebuyer Education	05R Homebuyer Assistance (not-direct)	LMH	Households	Public service activities for Low/Mod income Housing Benefit	75		Provide decent affordable housing/ Availability/ accessibility		\$1,557.43	\$812.58	EN
209	Land Acquisition	01 - Acquisition of Real Property	LMH	Housing Units	Homeowner Housing Added	1		Provide decent affordable housing	Affordability	\$47,016.00	\$47,016.00	EN
209	Owner Occupied Housing Rehab & Public Utilities Loan	14A - Rehab; Single-Unit Residential	LMH	Housing Units	Homeowner Housing Rehabilitated	2		Provide decent affordable housing	Affordability	\$131,517.31	\$121,188.95	2014 EN
										\$59,109.62	\$8,967.66	2014 PI
										\$36,347.19	\$36,347.19	2015 PI
										\$226,974.12	\$166,503.80	
207	First Time Low-Income Homebuyer Program	13- Direct Homeownership Assistance	LMH	Households	Direct Financial Assistance to Homebuyers	1		Provide decent affordable housing	Affordability	\$36,288.30	\$0.00	2014 PI
										\$17,056.38	\$12,283.30	2015 PI
										\$53,344.68	\$12,283.30	
										\$328,892.23		
ECONOMIC DEVELOPMENT												
201	Large Business Assistance	18A - ED Direct Financial Assistance to For-Profits	LMJ	Jobs	Façade treatment/business building rehabilitation	-		Create economic opportunities	Sustainability	\$252,120.56	\$244,307.63	EN
						1				\$51,862.65	\$46,116.07	2014 PI
						2				\$27,000.00	\$27,000.00	2015 PI
										\$330,983.21	\$317,423.70	
193	Small Business Revolving Loan Fund	18A - ED Direct Financial Assistance to For-Profits	LMJ	Jobs	Businesses Assisted	-		Create economic opportunities	Sustainability	\$162,763.35	\$104,950.43	2014 EN
						1				\$14,678.57	\$8,932.00	2014 PI
						2				\$17,304.97	\$17,304.97	2015 PI
										\$194,746.89	\$131,187.40	
										\$525,730.10		

2. Table 1 A Accomplishments cont

HOMELESSNESS														
07/31/2015)	206	Continuum of Care	05 - Public Services (General)	LMC	People	Public service activities other than Low/Moderate Income Housing Benefit	300		Provide decent affordable housing	Affordability	\$5,000.00	\$2,021.49	EN	
	205	Shelter plus care program	03T - Operating Costs of Homeless/AIDS Patients Programs	LMC	People	Public service activities for Low/Moderate Income Housing Benefit	2		Provide decent affordable housing	Availability/acc essibility	\$15,000.00	\$0.00	EN	
											\$20,000.00			
STRENGTHENING NEIGHBORHOODS														
CAPER	211	Parks Improvement Program	03F - Parks, Recreational Facilities	LMA	Public Facilities	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit	1		Create suitable living environments	Availability/acc essibility	\$73,695.05	\$73,341.47	EN	
	204	City-Operated Youth Center	05D - Youth Services	LMC	People	Public Services activities other than Low/mod income Housing benefit	100		Create suitable living environments	Availability/acc essibility	\$102,055.00	\$7,159.12	EN	
												\$175,750.05		
	203	Planning and Administration									\$146,740.00	\$18,504.68	EN	
	208	Section 108 Loan									\$347,886.00	\$25,972.14	EN	
											\$494,626.00	\$44,476.82		

3. Assisted Area Map



CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	206
Black or African American	2
Asian	1
American Indian or American Native	10
Native Hawaiian or Other Pacific Islander	1
Total	220
Hispanic	124
Not Hispanic	96

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Some programs do not record Race and Ethnicity in IDIS, therefore this chart was updated to reflect actual number of families assisted which is different from the auto generated information from IDIS.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		345,042	1,011,200

Table 3 – Resources Made Available

Narrative

The auto generated table by IDIS does not reflect actual amounts; consequently, actual balances have been included, per available resources at the beginning of FY 15. Every effort is made to use any available Program Income first, then any prior CDBG entitlement and finally the current entitlement. Some Activities only use Program Income, Prior Entitlement or Current entitlement, therefore all accounts sources have expenditures.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide		100	Please refer to Annexation Map in CR-35
Citywide	100	100	Please refer to Annexation Map in CR-35

Table 4 – Identify the geographic distribution and location of investments

Narrative

The target area for all goals is Citywide. All assistance was provided to households within the city limits of Porterville, including newly annexed Tulare County unincorporated areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Other public and private resources that are obtained and identified in the City's Consolidated and Action Plans are discussed in this section. It discusses how Federal resources made available from HUD leveraged "other" public and private resources, including how any matching requirements were satisfied.

Private resources used in conjunction with Federal resources consist of first mortgages issued to qualifying first time home buyers from lenders participating in the City's First Time Home Buyer Program. The City also continues leveraging its First Time Home Buyer Program, the Owner Occupied Housing Rehabilitation Program, and other housing programs with Revolving Loan Program Income Funds derived from the initial Federal HOME grants and other State grants, such as CalHome.

Park Improvement Programs are also leveraged by Housing Related Park Grant funds which were received for the construction of Villa Siena a low-income housing multi-family project.

The City received a 2011 CalHome grant to assist with Mobilehome replacement for owner occupied units. Additionally, the City has received its second Housing Related Parks Grant which was based on the units produced at Newcomb Court Apartments and the two dwellings constructed by Habitat for Humanity. This grant will provide funding for improvements at Veteran's Park, leveraging other limited resources available for the parks.

Matching requirements were satisfied through the individual program guidelines. For the First-Time Home Buyer Program, lenders are requested to fund seventy five percent of the sales price. This provision also promotes affordable housing because it excludes the additional cost of primary mortgage insurance. One of the exceptions to the rule is the use of FHA financing which is now allowed with the program. Matching funds associated with the Business Assistance Program are those funds necessary to complete the project and accommodate the business. Funds for the CDBG-R Rails to Trails project were leveraged with CMAQ, special local tax funds, and Park grants. By developing a partnership with the PUSD in order to build the Heritage Center, the City and PUSD agreed to construct buildings for shared uses and therefore leveraged the resources of each entity.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	2	3
Number of Non-Homeless households to be provided affordable housing units	3	3
Number of Special-Needs households to be provided affordable housing units	0	0
Total	5	6

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	2	5
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	2	9
Number of households supported through Acquisition of Existing Units	1	1
Total	5	15

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In PY15, the City of Porterville exceeded its goals as the outreach strategies were reviewed and improved.

Discuss how these outcomes will impact future annual action plans.

These outcomes demonstrate there is still a need for affordable housing and the city would like to continue funding such programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine

the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	221	0
Low-income	45	0
Moderate-income	41	0
Total	307	0

Table 7 – Number of Persons Served

Narrative Information

The information reflected on Table 8 includes the Homebuyer Education, the Youth Center, the First Time Homebuyer Program, the Owner Occupied Housing Rehabilitation Program and the Business Assistance Program.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City is an active member of the Kings/Tulare Homeless Alliance (Alliance). Over the past year, The Alliance, which serves as the local continuum of care, has implemented Phase Three of its Coordinated Entry System. This most recent implementation includes the use of the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) as well as a Housing Navigator.

City staff participated in the new phase of reaching out to homeless persons, which was launched with a Registry Week held July 27-31, 2015. Registry Week was a targeted effort to create momentum for the project by using community volunteers to canvas known homeless hotspots. Volunteers consisted of community service providers, law enforcement, consumers, and community members interested in helping identify homeless neighbors.

From this effort, the Housing Priority List was created. Use of this new process has enabled the bi-county region to assess clients' various health and social needs quickly with the goal of allocating scarce resources in targeted manner. On an ongoing basis community stakeholders, housing providers, and law enforcement work together to locate unsheltered persons and assess their individual needs.

Another important component of preventing homelessness is connecting people to mainstream benefits such as Social Security Income. The Alliance has an SSI/SSDI Advocacy, Outreach and Access (SOAR) Program within the region that works directly with people experiencing or at risk of homelessness. This national project is designed to increase access to the disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults who are homeless or at risk of homelessness and have a mental illness and/or a co-occurring substance use disorder. Assisting clients through SOAR results in expeditious benefit awards and additional funding for communities through Medicaid reimbursements. Access to these benefits greatly increases housing stability and retention rates among recipients.

Addressing the emergency shelter and transitional housing needs of homeless persons

In addition to the Coordinated Entry outreach efforts, the Alliance hosts a Project Homeless Connect (PHC) event. The City of Porterville staff chair the Porterville Committee. As guests enter the event, they are assessed through an intake tool. The intake collects a variety of domains such as demographics, veteran status, domestic violence and disabling conditions. This information is used to determine gaps in services within the community, including emergency shelter and transitional housing needs of homeless persons.

During PHC guests are partnered with volunteers who assist in identifying and accessing necessary resources. The last PHC event was held on January 29, 2016, and served 121 people experiencing homeless. As a part of the annual PHC, the Alliance gathers data for the Point in Time (PIT) census. The one-day PIT survey provides a snapshot of the adults, children in households and unaccompanied youth living in the City of Porterville who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends over time of homelessness, as well as to determine the unmet shelter and service needs of the homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In an effort to prevent homelessness, there are several City partners in addition to the Alliance, which offer residents services which are designed to help with housing retention such as:

Central California Family Crisis Center (CCFCC) (Domestic Violence Shelter)

South County One Stop

Porterville Area Coordinating Council

Salvation Army, Porterville Service Unit

El Granito Foundation:

St. Anne's Food Pantry (Catholic Charities Resource Family Center and St. Anne's Food Bank)

Community Services and Employment Training (CSET)

PAAR Center

Helping Hands

Victory Outreach Ministries

The table 1 below Alliance partner list shows other Alliance partners that can provide assistance to families. Community residents can call any of the agencies listed above and in the table below or access resources through the local 2-1-1 line. Call center operators through 2-1-1 are able to pre-screen clients for eligibility and provide up-to-date information on program availability.

	Mortgage Assistance	Rental Assistance	Utilities Assistance	Counseling/Advocacy	Legal Assistance
Bethlehem		X	X		X
Central					X
Community				X	
Habitat for				X	
Healthy Start				X	X
Hospice of				X	
Housing		X			
Kaweah Delta				X	
Kings Tulare				X	
Lindsay Senior					X
Lindsay/Strathm	X	X	X		
Love INC	X	X	X		
National				X	
National Council			X		
O.L.A. Raza					X
Open Gate	X	X	X		
Parent's United				X	
Porterville Area		X	X		
Porterville				X	
Porterville			X		
Proteus		X	X		
Resources for				X	
Salvation Army		X	X		
Samaritan Clinic					X
Self-Help	X				
Tulare Athletic			X		
Tulare County					X
Tulare County		X	X		
Tulare County				X	
Tulare		X	X	X	
Tulare Senior			X	X	
Tulare Youth				X	
Turning Point				X	
United Way of		X	X	X	
Veteran's				X	
Visalia		X			
Visalia Rescue				X	

Provider Organization List

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The implementation of the Shelter Plus Care Vouchers for the chronically homeless continues to be a

major success. The City hopes to continue and increase the number of vouchers available by their participation in this joint program with the other cities and the CoC.

Additionally, as mentioned previously there is a network of services available that the city is part of for referrals as persons in need of them are identified.

The City continues to be involved in the Alliance and continues to explore options and increase training on homeless trends and service gaps in order to work with the networks of provider on solutions to close those gaps.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The city does not use funds from the Community Development Block Grant allocation to assist the Public Housing Agency. However, the Tulare County Housing Authority is an active PHA and referrals are made to the agency when needed and open communication exists about new programs that become available.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City has looked at ways to improve participation in the Homebuyer Education courses. Changes to the program include, increased outreach, partnership with a HUD approved Foreclosure prevention counselor from a local non-profit, use of social media, offering a one day class, offering weekend classes instead of weekdays and updating the approved lender list to narrow down those who were actually interesting in continuing to use and offer the City of Porterville Homebuyer Loan Program. Flyers and information is taken to public housing units in the City and information is also given to the local PHA for referral of families that may be interested in becoming homeowners.

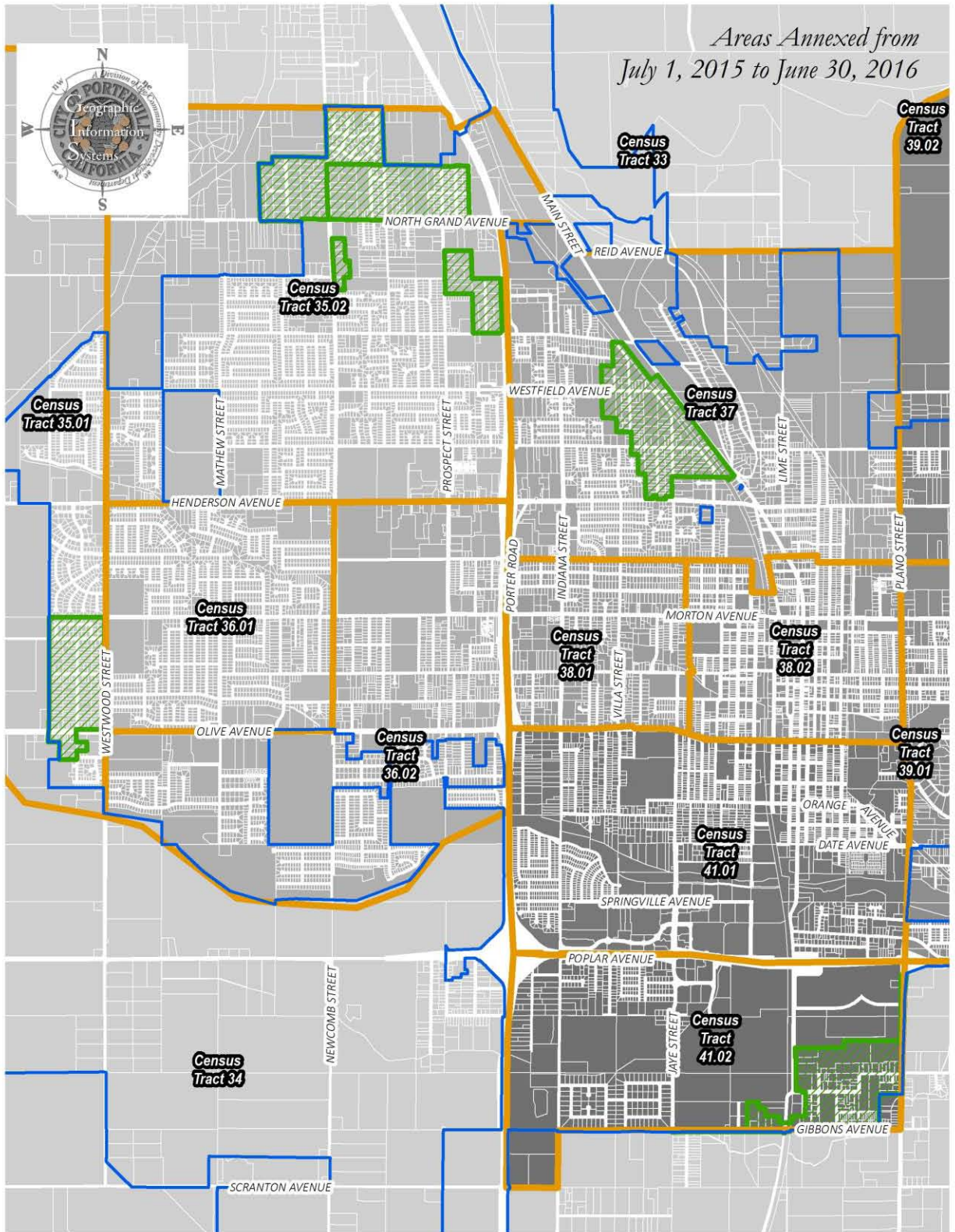
Actions taken to provide assistance to troubled PHAs

Tulare County's Housing Authority is not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

This section summarizes other actions contained in the Consolidated Plan and Action Plan. These actions specifically address obstacles to meet underserved needs, foster and maintain affordable housing, eliminate barriers to affordable housing, overcome gaps in institutional structures and enhance coordination, improve public housing and resident initiatives, evaluate and reduce lead based paint hazards, ensure compliance with program and comprehensive planning requirements, and reduce the number of persons living below the poverty level. Several annexations have also taken place throughout the city, (Map of annexations in PY15 is provided below) to provide infrastructure for sewer and water connections for families.



Annexations Map

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As stated earlier in this report, the City of Porterville fosters and strives to maintain affordable housing and eliminate barriers to affordable housing through its various programs and policies. Governmental constraints to the production of housing are minimal in Porterville. The City's land use regulations, expedited permit processing, and low development fees serve to encourage the construction of low-cost dwelling units. The City conducts a self-evaluation to evaluate its zoning ordinance and general plan policies to ensure no undue hardship is created in the development of low to moderate income housing. The City addressed the issue of affordable housing being accessible in almost every area of the community with the establishment and timely expansion of the Fixed Route public transportation system in Porterville. Since FY 2009/10, four of the City's fixed routes were modified to increase ridership potential and service areas of the City previously without fixed route service.

During FY 2015/16, Porterville Transit maintained nine fixed routes with a high demand for ridership at its 250 designated bus stops. During FY 2015/16, the Fixed Route served 659,981 riders, and the Demand-Response provided curb-to-curb service to 9,726 passengers, mostly seniors and ADA-certified riders.

The current transit fleet consists of 16 CNG (Compressed Natural Gas) transit buses, and four diesels which have been retrofitted with particulate filters, making the transit fleet totally compliant with the California Air Resources Board (CARB) regulations.

The City now has a CNG Fueling Station, with a public access portion located at the Recycle Center on Prospect Street. The City side of the CNG Fueling Station is time-fill and has been operational for the last year allowing City buses to fuel on-site.

These efforts, in conjunction with the City's first time home buyer programs and other housing programs, have made progress toward the goal of eliminating barriers to affordable housing.

As indicated in the City's Consolidated Plan and 15/16 Action Plan, a considerable number of affordable housing units exist in Porterville. City ordinances and policies are relatively liberal regarding provision of affordable housing. Land, labor, construction, and material costs are relatively low when compared to most other areas in the state. The City has ample land currently zoned to meet low to moderate income, new, single family and multi-family housing needs for a 20-year period as indicated in the 2009-2014 adopted Housing Element of the General Plan that was certified by the State. The City is in the process of rezoning more acreage to higher densities to provide even more opportunities for affordable housing development. In March 2008, the City completed and the City Council adopted an extensive update of the General Plan, including the Land Use Element. Following adoption of the General Plan, the Development Ordinance was adopted, combining the Zoning Ordinance and Subdivision Ordinance.

Staff continues to monitor all of the City/Agency assisted affordable housing projects to ensure that they are meeting the conditions of the regulatory agreements. The monitoring will now be the responsibility of the Porterville Housing Authority. The City continues to pursue additional projects and is in discussion with several affordable housing developers to encourage this type of development.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Tulare County Health Department conducts follow-up investigations on documented incidents of childhood lead poisoning and implemented eradication action as required by law. Porterville does not directly undertake lead-based paint eradication unless such action is required in conjunction with CDBG/HOME/CalHome funded, owner-occupied housing rehabilitation projects, several of which were undertaken this year. City staff provided brochures and informational leaflets on lead base paint hazards to first-time home buyers and the public. The City did amend its Owner Occupied Housing Rehabilitation Loan Program Guidelines in PY05 in order to make homes built before 1978 eligible for more funding assistance by complying with all the federal lead based paint regulations including conducting on site lead based paint assessments and pursuing mitigation where necessary.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Porterville pursues a very aggressive Economic Development Program on an ongoing basis. These efforts reduce poverty by creating jobs specifically targeted to benefit low income individuals. These efforts can be seen through the CDBG funded Business Assistance Loan Program. This program provides financial assistance to property owners, or long term tenants, to improve their properties. Assistance is targeted toward improving commercial and industrial districts where it is apparent that the potential for decline of the general condition of the building stock may occur now or in the future. An amortized loan facilitates the improvement of the structures. The highest priority is given to buildings that do not meet basic City building standards, and those buildings functionally obsolete and requiring rehabilitation to remain financially viable. Eligible applicants include owner, developer, or lessee of any commercial, commercial/residential, industrial, and professional office structures, including nonprofit agencies and for-profit businesses.

Priority for funding is given to an applicant that is an owner of, or in the process of purchasing, the property or evidence of a signed long-term lease. Priority is also assigned on the ability to generate direct employment opportunities for low/moderate income persons according to a minimum ratio of one full-time equivalent job per \$35,000 of CDBG assistance. During PY15, one business was assisted with \$50,000. It resulted in an additional 4 jobs.

One of the City's moderate income household also benefitted from the purchase of a home under the City's First-Time Home Buyer programs.

In PY15, the City continued to promote the Voluntary Income Tax Assistance Program (VITA) which has been active in Porterville since 2006. VITA is a national program providing free assistance to low income, elderly, limited English proficient and disabled individuals who require assistance in preparing their tax returns and cannot afford the services of a paid professional tax preparer.

Combined with the Earned Income Tax Credit (EITC) outreach, the services provided by VITA in a low-income community can have a tremendous impact. In PY15, 495 families were assisted in two Porterville locations.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Each public and private agency has unique capabilities for providing assistance to persons with unmet needs. It is the City's intent to examine its own capabilities as well as the capabilities of others. This effort serves to identify areas that are lacking service components. If service components are identified and lacking, then the City can work with itself or other agencies to develop the capabilities for addressing such areas. This method of networking also establishes and identifies specific service providers. Referrals to other agencies can then be conducted. Referrals may be anonymous, are always confidential, and are documented and filed.

The City of Porterville works with local profit and nonprofit organizations as well as the Tulare County Housing Authority and the offices of the County of Tulare. The 211 system developed by United Way of Kings/Tulare County serves to enhance coordination. This is a Community Resource tool which is continually updated. It provides a listing of Homeless Shelters, Senior Housing, Housing for Persons with Disabilities, Housing for Farm Laborers, and many other supportive services.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Public housing is facilitated by the Housing Authority of the County of Tulare (HATC). The HATC rehabilitates its own units, and has converted units necessary to serve persons with disabilities. It has a Resident Council with representation from all areas of the county, including the City of Porterville. The Resident Council met at least quarterly during this reporting period. Council members' functions are to make recommendations for involvement by public housing residents in the management of the Housing Authority, including expansion of home ownership opportunities to public housing residents.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Please see attachment 1 which addresses the adopted Analysis of Impediments to Fair Housing Choice (commonly known as "the AI"), including a summary of impediments identified in the analysis, and actions taken to overcome the effects of impediments identified through the analysis. This is the first year of review utilizing the AI in the adopted 2015 Five Year Consolidated Plan.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Porterville ensures compliance with program requirements of all HUD related activities. In addition, the City ensures self-monitoring of its programs and cooperation for monitoring conducted by HUD personnel. The City has incorporated the necessary framework in order to comply with the Outcome Performance Measurement System required by HUD. This is an organized process for gathering information to determine how well programs and activities are meeting established needs and goals. HUD is then able to report in a standardized fashion on program outcomes at a national level. Additionally, City staff presents to service and business groups throughout the city including minority groups to ensure the programs are made available to all businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CAPER DEVELOPMENT AND CITIZEN PARTICIPATION PROCESS

Prior to submitting the CAPER to HUD, a notice soliciting public comment will be published in the *Porterville Recorder* in English and in the *Noticiero Semanal* in Spanish. Publication of the notice allows for a 15-day comment period plus time to prepare a summary of comments. The following page contains a copy of the Notice of Public Review and Comments if any are received.

Drafts of the CAPER will be provided for the public's review in the Porterville City Library at the City Hall Community Development Department's counter, and on the City's website. The Choose Porterville Facebook page will also be used to inform the community of Draft CAPER availability for review. Any person can also contact the City, including calling TDD published numbers, in order to make other arrangements if they are not able access the CAPER at those locations.

The CAPER requires one hearing before City Council for document approval before submitting to HUD. Community hearings will be held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

The City council public hearings will be held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency will be provided upon request, ranging up to five business days prior notification to the City Clerk. Request for disability-related modifications or

accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

Public Comments: Oral and written public comments received during comment period will be summarized in final draft.

(Public Notices and Publications will be attached once available)



**CITY OF PORTERVILLE
ADVERTISING REQUEST**

DATE: August 8, 2016

PUBLIC MEETING DATE: September 6, 2016

AUTHORIZED BY: Julie Phillips

ORDERING DEPT.: Community Development PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): NOTICIERO SEMANAL

DATE(S) TO BE PUBLICIZED: August 12, 2016

SUBJECT: Reporte Anual Consolidado de Ejecución y Evaluación (CAPER) para el Plan de Acción 2015/16 de la Ciudad de Porterville

Budget Acct. No: 19-3025-21

☐ TO BE ADVERTISED IN THE DISPLAY ADVERTISING SECTION

☐ TO BE ADVERTISED IN CLASSIFIED SECTION - SPECIAL NOTICES

☒ TO BE ADVERTISED IN LEGAL SECTION

**Please reply with confirmation of dates
and cost to Christina Tank at
ctank@ci.porterville.ca.us**

City of Porterville
Finance Dept./Accounts Payable
291 N. Main St.
Porterville, CA 93257

☒ Send Tear Sheets

☐ Send Declaration
of Publication

Public Notice Request-Fax conf

CAPER

27

NOTICE OF PUBLIC REVIEW AND COMMENT

The City of Porterville Community Development Department is soliciting public review and comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the City's 2015/16 Action Plan. The Action Plan is submitted annually to the U.S. Department of Housing and Urban Development (HUD) to enable the City to receive federal funds under the Community Development Block Grant (CDBG) program.

The CAPER, which has been prepared for submittal to HUD, reports on specific federal assistance allocated to the City of Porterville for the period July 1, 2015 through June 30, 2016. The CAPER is the performance reporting tool for the 2015/16 Action Plan Program Year, and is required by HUD guidelines as described in a HUD Memorandum dated February 18, 1998.

The public review period for the CAPER begins August 19, 2016 and is limited to 15 days. The City of Porterville must receive all comments on the CAPER by 5:00 p.m., September 6, 2016. The CAPER will be available for examination on August 19, 2016 on the City's website www.ci.porterville.ca.us and at the following locations:

Porterville City Hall
Community Development Department
291 North Main Street
Porterville, CA 93257

Porterville City Library
41 West Thurman Street
Porterville, CA 93257

Written comments may be directed to:
Porterville City Hall
Community Development Department
291 N. Main Street
Porterville, CA 93257

Any and all persons interested in this matter may provide comments. Persons of low and moderate income, disabled and elderly persons, members of minority groups, and persons residing in areas where Community Development Block Grant Program activities are proposed, are particularly encouraged to comment.

In compliance with the Americans with Disabilities Act, if you need special assistance to review the CAPER, please contact Patrice Hildreth, Administrative Services Director, (559) 782-7441. Individuals requiring special assistance using TTY, VCO, HCO, or ASCII devices may call 1-866-660-4288.

For more information about the CAPER or to present oral comment regarding the CAPER, please contact Jennifer Byers at (559) 782-7460.

DATED: August 8, 2016
Jennifer M. Byers
Community Development Director

Public Notice-English

NOTICIA PÚBLICA PARA REVISIÓN Y COMENTARIO

El Departamento de Desarrollo de Comunidad de la Ciudad de Porterville esta solicitando revisión y comentarios públicos para el Reporte Anual Consolidado de Ejecución y Evaluación (CAPER) para el Plan de Acción 2015/16 de la Ciudad de Porterville. El Plan de Acción es sometido anualmente al Departamento de Viviendas y Desarrollo Urbano de los Estados Unidos (HUD) para habilitar que la ciudad reciba fondos federales bajo la Beca del Desarrollo de la Comunidad (CDBG).

El CAPER, cual a sido preparado para ser sometido a HUD, reporta asistencia especifica federal alocada a la Ciudad de Porterville para el periodo Julio 1, 2015 hasta Junio 30, 2016. El CAPER es la herramienta que reporta la ejecución del Programa del Plan de Acción del año 2014/15, y es requerido por las guías de HUD como escritas en el Memorando de HUD con fecha de Febrero 18, 1998.

El periodo de revisión del CAPER comienza Agosto 19, 2016 y está limitado a 15 días. La Ciudad de Porterville debe recibir todos los comentarios del CAPER para Septiembre 6, 2015 antes de las 5:00 p.m. Copias del CAPER para su revisión estarán disponibles en la página de internet de la ciudad www.ci.porterville.ca.us para el 19 de agosto y en los siguientes locales:

Porterville City Hall
Community Development Department
291 North Main Street
Porterville, CA 93257

Biblioteca Publica de Porterville
41 West Thurman Street
Porterville, CA 93257

Comentarios por escrito deben ser dirigidos a:

Porterville City Hall
Community Development Department
291 North Main Street
Porterville, CA 93257

Cualquiera y todas las personas interesadas en este asunto pueden proveer comentarios. Personas de bajos ingresos, ingresos medios, personas deshabilitadas y ancianos, miembros de minorías y personas que residen en áreas donde se han propuesto actividades cubiertas por la Beca del Desarrollo de la Comunidad, son especialmente aconsejadas a comentar.

En cumplimiento con el Acto de Americanos con Discapacidades si usted necesita asistencia especial para revisar este reporte, por favor llame a Patrice Hildreth, Directora de Servicios Administrativos (559) 782-7441. Individuos que requieren asistencia especial usando aparatos TTY, VOC, HCO, o ASCII pueden llamar al 1-866-288-1311.

Para más información del Plan de Acción, o para presentar comentario oral, por favor llame a Jennifer Byers al (559) 782-7460.

DATED: August 8, 2016
Jennifer M. Byers
Community Development Director

Public Notice-Spanish

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City continues to review its programs and guidelines for example in the past the First Time Low Income Homebuyer Program and the Owner Occupied Housing Rehabilitation Programs were changed to make the programs more marketable, while still complying with all requirements of the funding source. The City strives to be able to assist as many households as possible, so staff is constantly monitoring the market conditions to make changes in the program guidelines as necessary. Additionally, if there is a need that was previously not identified and it comes to the cities attention, this may also be a reason for needed changes in program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Attachment 1

Response to CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

This section addresses the adopted Analysis of Impediments to Fair Housing Choice (“AI”), including a summary of impediments identified in the analysis, and actions taken to overcome the effects of impediments identified through the analysis. This is the first year of review utilizing the AI in the adopted 2015 Five Year Consolidated Plan.

Based on the public participation process and analysis of the information available in developing the AI, it was determined that governmental constraints to the production of housing are minimal in Porterville. In sum, the City’s land use regulations, expedited permit processing, and relatively low development fees serve to encourage the construction of low-cost dwelling units in keeping with similar Central Valley communities. This conclusion is supported by the following facts:

- The City allows for a broad range of residential densities up to 30 dwelling units per acre, and in no way discourages proposals for higher density housing through burdensome permit processes or exactions. In addition, Porterville allows for the creation of Planned Development districts which have been used on residential developments, allowing for smaller lot sizes, reduced setbacks, and higher densities, all of which can lead to lower housing costs.
- Permit processing times are relatively brief for typical development projects and streamlined through the implementation of the City’s computerized building permit and development review software program. Since 2008, the City of Porterville has been implementing a new project review and plan check process for a more efficient and expedited turnaround period. The revised plan check process included input from the local developers, consultants and contractors. Submitted projects are now returned to project proponents within two weeks with comments or permits where they previously took at least three weeks, and in some cases much longer.
- City fees are comparatively low, and there are only a few development exactions.
- Most residential zones allow for alternative housing types, including mobile homes, second dwelling units, and group homes.
- Zoning and parking standards are not overly restrictive. Minimum single family lot sizes induce homebuilders to construct single family dwelling units for low- to moderate- income first time home buyers.
- The City has used millions of dollars of Certificates of Participation, bond funds, and other State and Federal grants and loans to provide new wells, major sewer and water trunk connections, expansion of the Wastewater Treatment Facility and street improvements to accommodate residential growth, and ensure maintenance of affordable housing. Substantial funds have been expended to extend infrastructure to the northeastern area of the city to encourage residential development in that area in accordance with the Land Use Element of the City’s General Plan.
- The City continues to evaluate its Development Ordinance and general plan policies to ensure no undue hardships are created for the development of low to moderate income housing. This was studied extensively in the most recent General Plan Update that was adopted in March 2008.
- As stated earlier, the Development Ordinance, combined the Zoning Ordinance and Subdivision Ordinance into one, well-integrated document was adopted in 2010, revised in 2012 and again in 2015. The Development Code clarifies previously ambiguous standards and generated a more predictable outcome for developers. This is seen as a way to lower the costs of development that are associated with costly mistakes and unnecessary bureaucracy.

- The City's First-Time Home Buyer Program provides closing costs and down payment assistance to qualifying buyers. Providing this assistance mitigates one of the single largest barriers to obtaining affordable housing.
- The City's Owner Occupied Housing Rehabilitation Loan Program provides 0% interest, deferred loans to rehabilitate low and moderate income houses which help to keep the people in their homes by addressing health and safety issues.
- When available, the City provides direct assistance to developers that construct low to moderate income housing within the City and can grant density bonuses to developers who agree to construct a minimum number of units restricted for low income households.
- While the AI identifies a number of potential issues, certain issues are beyond the ability of a local jurisdiction to address, such as those related to lending practices. The following list identifies the strategies developed in the City's adopted AI that could be feasibly addressed by the City. Each strategy is followed by the actions that have been taken to address each item during the last program year, and the impacts of those actions:

Expanding Affordable Housing Opportunities:

With the First Time Homebuyer Assistance Program, the City has helped to mitigate one of the single largest barriers to obtaining affordable housing, and have made the home ownership dream become a reality for low- to moderate- income people that would never have been able to purchase a home without the City's assistance. Additionally, the funds available for the Housing Rehabilitation and Public Utilities Program assisted qualified homeowners to make health and safety improvements to their homes that they otherwise could not afford. Of course, providing new affordable rental housing has a very positive effect on the community where such housing is in great demand.

Access to Information

The City provides links to housing services and other resources on their website, such as a link to the fair housing service provider, a link to the Fannie Mae Foundation that offers free guides and resources for first time home buyers in English, Spanish and other languages, the State Department of Fair Employment and Housing, California Association of Realtors, and the U.S. Department of Fair Employment and Housing, and the U.S. Department of Housing and Urban Development.

Public Policies and Program

The City will continue to evaluate its zoning ordinance and general plan policies to ensure no undue hardship is created in the development of low- and moderate-income housing. Specifically, the newly adopted Housing Element establishes, as one of its action plan goals, "to reduce governmental constraints to the development, improvement, and preservation of housing, particularly to housing affordable to lower and moderate income households. As an example, the City's Development Ordinance facilitates affordable housing.

The Housing Element also addresses other actions to be taken to preserve the existing housing stock, conserve existing affordable housing opportunities, provide adequate residential sites through appropriate land use designation and zoning to accommodate the City's share of regional housing needs, identify and encourage mixed-use and infill development, and ensure adequate services to infrastructure and housing.

The City will continue to pursue affordable housing development programs identified in the 2015-2020 Housing Element. To the extent feasible, the City will facilitate the development of housing affordable to lower and moderate income households according to the Regional Housing Needs Analysis (RHNA)

identified in the Housing Element.

In June 2010, the City adopted the updated Development Ordinance, referred to above as the Zoning Code. The ordinance better identified development standards and uses by right for housing. All of the specific items listed above were incorporated into the new Development Ordinance.

The City continues to administer the FTHB program and, the HOME and CDBG Program Income will help sustain this program over the next year.

The City continues to pursue affordable housing development as evidenced by the 70 unit, Villa Siena project which was completed in November 2011. Even though the City does not have many financial resources to directly assist a project, staff is more than willing to work with developers to secure any other state, federal, or other funding that might be available for affordable housing projects.

In pursuing all of these programs, the City is making more land and housing available for low income households.

Outreach to Lenders

The City will continue to work with local lenders and government institutions to provide outreach to lower income residents about home purchase loans particularly for first-time home buyers. The City will encourage local lenders to provide information in both English and Spanish and to hold workshops in both languages. This outreach to lenders results in more low income persons participating in the Homebuyer Education Program and becoming applicants for funding assistance. The increase in communication makes for smoother processing of the loan applications. The foreclosure education and referral process certainly has had a positive impact on helping homeowners that were facing foreclosure with options that could prevent foreclosure and provide the public with important housing information.

Fair Housing Services

Porterville cooperates with federal, state, and regional agencies to promote open housing choice and equal housing opportunity. Depending on the nature of the complaints, Porterville currently refers complaints regarding housing discrimination to the Legal Aid of Central California, California Rural Legal Aid, Self Help Enterprises, Fresno County Housing Authority (Fair Housing Unit), and State Department of Fair Employment and Housing. The City continue to explore with Tulare County and nearby communities the feasibility of sponsoring a fair housing program to provide landlord/tenant mediation counseling for Porterville residents and residents in the region. Whenever the City has a booth promoting housing programs, fair housing information is also provided, both in English and Spanish.

In PY15, the City had no fair housing complaints received, therefore no referrals directly to HUD or DFEH.

The City feels that the above review of the strategies used in overcoming or eliminating the effects of impediments to fair housing choice demonstrates that the City made progress over the year in meeting the strategies developed in the AI.

**CDBG FINANCIAL
SUMMARY REPORT
(IDIS PR 26)**



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2015
PORTERVILLE , CA

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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,271,041.95
02 ENTITLEMENT GRANT	663,697.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	97,708.54
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	8,594.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,041,041.49

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	664,020.73
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	664,020.73
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	138,381.77
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	321,913.86
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	38,139.99
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,162,456.35
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	878,585.14

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	303,195.25
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	29,546.84
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	332,742.09
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	50.11%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2014 PY: 2015 PY: 2016
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	129,029.13
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	10,008.18
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	15,409.89
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	123,627.42
32 ENTITLEMENT GRANT	663,697.00
33 PRIOR YEAR PROGRAM INCOME	656,589.52
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,320,286.52
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	9.36%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	138,381.77
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	10,146.45
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	128,235.32
42 ENTITLEMENT GRANT	663,697.00
43 CURRENT YEAR PROGRAM INCOME	97,708.54
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	761,405.54
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	16.84%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	8	199	5835911	Park Improvement Program	03F	LMA	\$2,709.66
2015	10	211	5865900	Parks Improvement Program	03F	LMA	\$145.48
2015	10	211	5905343	Parks Improvement Program	03F	LMA	\$208.10
					03F	Matrix Code	\$3,063.24
2015	3	205	5865695	Shelter Plus Care Program for the Homeless	03T	LMC	\$15,000.00
					03T	Matrix Code	\$15,000.00
2014	10	200	5835911	Continuum of Care on Homelessness	05	LMC	\$1,379.18
2015	4	206	5905343	Continuum of Care	05	LMC	\$902.49
2015	4	206	5913796	Continuum of Care	05	LMC	\$959.74
2015	4	206	5937089	Continuum of Care	05	LMC	\$1,116.28
					05	Matrix Code	\$4,357.69
2014	2	189	5835911	Porterville Youth Center	05D	LMC	\$13,965.10
2015	2	204	5865348	City-Operated Youth Center	05D	LMC	\$9,076.49
2015	2	204	5865368	City-Operated Youth Center	05D	LMC	\$9,599.32
2015	2	204	5865695	City-Operated Youth Center	05D	LMC	\$5,609.46
2015	2	204	5905343	City-Operated Youth Center	05D	LMC	\$24,317.61
2015	2	204	5913796	City-Operated Youth Center	05D	LMC	\$8,841.03
2015	2	204	5913813	City-Operated Youth Center	05D	LMC	\$7,771.86
2015	2	204	5937089	City-Operated Youth Center	05D	LMC	\$9,967.63
2015	2	204	5937091	City-Operated Youth Center	05D	LMC	\$9,001.02
2015	2	204	5939791	City-Operated Youth Center	05D	LMC	\$10,711.46
					05D	Matrix Code	\$108,860.98
2014	4	191	5835911	Homebuyer Education	05R	LMH	\$65.61
2015	6	208	5865348	Homebuyer Education	05R	LMH	\$63.40
2015	6	208	5865368	Homebuyer Education	05R	LMH	\$91.44
2015	6	208	5865695	Homebuyer Education	05R	LMH	\$45.72
2015	6	208	5905343	Homebuyer Education	05R	LMH	\$228.10
2015	6	208	5913796	Homebuyer Education	05R	LMH	\$74.27
2015	6	208	5913813	Homebuyer Education	05R	LMH	\$74.15
2015	6	208	5937089	Homebuyer Education	05R	LMH	\$55.92
2015	6	208	5937091	Homebuyer Education	05R	LMH	\$111.85
					05R	Matrix Code	\$810.46
2014	11	202	5835911	First Time Homebuyer Program	13	LMH	\$47.15
2015	19	207	5865348	First Time Low-Income Homebuyer Program	13	LMH	\$283.61
2015	19	207	5865368	First Time Low-Income Homebuyer Program	13	LMH	\$201.00
2015	19	207	5865695	First Time Low-Income Homebuyer Program	13	LMH	\$115.99
2015	19	207	5905343	First Time Low-Income Homebuyer Program	13	LMH	\$39,188.49
2015	19	207	5913796	First Time Low-Income Homebuyer Program	13	LMH	\$238.35
2015	19	207	5913813	First Time Low-Income Homebuyer Program	13	LMH	\$322.28
2015	19	207	5937089	First Time Low-Income Homebuyer Program	13	LMH	\$195.19
2015	19	207	5937091	First Time Low-Income Homebuyer Program	13	LMH	\$223.81
2015	19	207	5939791	First Time Low-Income Homebuyer Program	13	LMH	\$292.66
					13	Matrix Code	\$41,108.53
2014	5	192	5835911	Housing Rehab and Public Utilities Program	14A	LMH	\$11,380.14
2015	7	209	5865348	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$5,124.70



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	7	209	5865368	Onwer Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$17,164.51
2015	7	209	5865695	Onwer Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$838.26
2015	7	209	5905343	Onwer Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$10,328.36
2015	7	209	5913796	Onwer Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$1,340.93
2015	7	209	5913813	Onwer Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$19,547.92
2015	7	209	5937089	Onwer Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$1,585.51
2015	7	209	5937091	Onwer Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$3,217.39
2015	7	209	5939791	Onwer Occupied Housing Rehabilitation & Public Utilities Loan Program	14A	LMH	\$1,322.74
					14A	Matrix Code	\$71,850.46
2015	8	193	5835911	Small Business Revolving Loan Fund	18A	LMJ	\$622.04
2015	8	193	5865348	Small Business Revolving Loan Fund	18A	LMJ	\$269.49
2015	8	193	5865368	Small Business Revolving Loan Fund	18A	LMJ	\$272.25
2015	8	193	5865695	Small Business Revolving Loan Fund	18A	LMJ	\$476.79
2015	8	193	5905343	Small Business Revolving Loan Fund	18A	LMJ	\$50,752.56
2015	8	193	5913796	Small Business Revolving Loan Fund	18A	LMJ	\$304.82
2015	8	193	5913813	Small Business Revolving Loan Fund	18A	LMJ	\$315.62
2015	8	193	5937089	Small Business Revolving Loan Fund	18A	LMJ	\$378.15
2015	8	193	5937091	Small Business Revolving Loan Fund	18A	LMJ	\$336.60
2015	8	193	5939791	Small Business Revolving Loan Fund	18A	LMJ	\$343.64
2015	8	201	5835911	Large Business Assistance Program	18A	LMJ	\$622.04
2015	8	201	5865348	Large Business Assistance Program	18A	LMJ	\$269.49
2015	8	201	5865368	Large Business Assistance Program	18A	LMJ	\$272.25
2015	8	201	5865695	Large Business Assistance Program	18A	LMJ	\$476.79
2015	8	201	5905343	Large Business Assistance Program	18A	LMJ	\$752.54
2015	8	201	5913796	Large Business Assistance Program	18A	LMJ	\$304.82
2015	8	201	5913813	Large Business Assistance Program	18A	LMJ	\$315.61
2015	8	201	5937089	Large Business Assistance Program	18A	LMJ	\$378.15
2015	8	201	5937091	Large Business Assistance Program	18A	LMJ	\$336.61
2015	8	201	5939791	Large Business Assistance Program	18A	LMJ	\$343.63
					18A	Matrix Code	\$58,143.89
Total							\$303,195.25

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	3	205	5865695	Shelter Plus Care Program for the Homeless	03T	LMC	\$15,000.00
					03T	Matrix Code	\$15,000.00
2014	10	200	5835911	Continuum of Care on Homelessness	05	LMC	\$1,379.18
2015	4	206	5905343	Continuum of Care	05	LMC	\$902.49
2015	4	206	5913796	Continuum of Care	05	LMC	\$959.74
2015	4	206	5937089	Continuum of Care	05	LMC	\$1,116.28
					05	Matrix Code	\$4,357.69
2014	2	189	5835911	Porterville Youth Center	05D	LMC	\$13,965.10
2015	2	204	5865348	City-Operated Youth Center	05D	LMC	\$9,076.49
2015	2	204	5865368	City-Operated Youth Center	05D	LMC	\$9,599.32
2015	2	204	5865695	City-Operated Youth Center	05D	LMC	\$5,609.46
2015	2	204	5905343	City-Operated Youth Center	05D	LMC	\$24,317.61
2015	2	204	5913796	City-Operated Youth Center	05D	LMC	\$8,841.03



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2015
PORTERVILLE , CA

DATE: 08-17-16
TIME: 17:36
PAGE: 4

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	2	204	5913813	City-Operated Youth Center	05D	LMC	\$7,771.86
2015	2	204	5937089	City-Operated Youth Center	05D	LMC	\$9,967.63
2015	2	204	5937091	City-Operated Youth Center	05D	LMC	\$9,001.02
2015	2	204	5939791	City-Operated Youth Center	05D	LMC	\$10,711.46
					05D	Matrix Code	\$108,860.98
2014	4	191	5835911	Homebuyer Education	05R	LMH	\$65.61
2015	6	208	5865348	Homebuyer Education	05R	LMH	\$63.40
2015	6	208	5865368	Homebuyer Education	05R	LMH	\$91.44
2015	6	208	5865695	Homebuyer Education	05R	LMH	\$45.72
2015	6	208	5905343	Homebuyer Education	05R	LMH	\$228.10
2015	6	208	5913796	Homebuyer Education	05R	LMH	\$74.27
2015	6	208	5913813	Homebuyer Education	05R	LMH	\$74.15
2015	6	208	5937089	Homebuyer Education	05R	LMH	\$55.92
2015	6	208	5937091	Homebuyer Education	05R	LMH	\$111.85
					05R	Matrix Code	\$810.46
Total							\$129,029.13

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	1	188	5835911	Program Administration	21A		\$10,146.45
2015	1	203	5865348	Planning and Administration	21A		\$13,355.64
2015	1	203	5865368	Planning and Administration	21A		\$11,862.53
2015	1	203	5865695	Planning and Administration	21A		\$11,727.83
2015	1	203	5905343	Planning and Administration	21A		\$41,409.19
2015	1	203	5913796	Planning and Administration	21A		\$8,415.28
2015	1	203	5913813	Planning and Administration	21A		\$7,899.82
2015	1	203	5937089	Planning and Administration	21A		\$10,925.29
2015	1	203	5937091	Planning and Administration	21A		\$11,751.00
2015	1	203	5939791	Planning and Administration	21A		\$10,888.74
					21A	Matrix Code	\$138,381.77
Total							\$138,381.77



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Authorization to Execute a Grant Agreement with the Federal Aviation Administration

SOURCE: Finance

COMMENT: On June 24, 2016, the City submitted an application to the Federal Aviation Administration (FAA), for a grant of federal funds for the rehabilitation of the apron, improvements to the gates and access control, and the preparation of a Pavement Maintenance Management Plan (PMMP). Cracks on the apron are in need of attention and several failed areas require reconstruction. Access control and gate activities are sporadic and in need of upgrades and improvement. The PMMP is a tool for future planning of airfield pavement maintenance activities, with a goal of preserving and improving the airport's runways, taxiways, and aprons.

On August 26, 2016, the City received FAA's grant offer agreeing to pay 90% of the allowable costs of the project up to \$103,005. The local portion of the project costs, \$11,445 will be funded from the Airport Improvement Fund. The City will further pursue funding from the State of up to 5% of the Federal grant, or \$5,150 which would reduce the City's contribution to \$6,295.

RECOMMENDATION: That the City Council adopt the attached resolution authorizing the City Manager to execute the grant agreement with the Federal Aviation Administration for Airport Improvement Project (AIP) Project No. 3-06-0190-014-2016 at the Porterville Municipal Airport.

ATTACHMENTS:

1. Draft Resolution
2. Grant Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING
THE EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA)
FOR A GRANT OF FEDERAL FUNDS FOR AIRPORT IMPROVEMENT PROGRAM (AIP)
PROJECT NO. 3-06-0190-014-2016 AT PORTERVILLE MUNICIPAL AIRPORT

WHEREAS, grant monies have been allocated by the FAA for the improvement of the Porterville Municipal Airport;

WHEREAS, the FAA has approved the following project: Rehabilitate apron, perform gate and access control upgrades and improvements and prepare a Pavement Maintenance Management Plan (PMMP).

WHEREAS, the FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred in accomplishing the said project, subject to certain terms and conditions;

NOW, THEREFORE, the City Council of the City of Porterville, State of California, does hereby resolve as follows:

1. That the City Council accept the offer of Federal Grant Funds from the Federal Aviation Administration and by such acceptance, agree to comply with all of the terms and conditions in the FAA Offer and Project Application, attached as Exhibit A.
2. That the City Council authorize the City Manager, on behalf of the City of Porterville, to sign any documents as may be necessary and required by the FAA for the acceptance of the grant funds.

PASSED, APPROVED, AND ADOPTED this 6th day of September, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 24, 2016
Airport/Planning Area	Porterville Municipal
AIP Grant Number	3-06-0190-014-2016
DUNS Number	030969406
TO:	City of Porterville
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 24, 2016, for a grant of Federal funds for a project at or associated with the Porterville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Porterville Municipal Airport (herein called the "Project") consisting of the following:

Update Miscellaneous Study – Conduct Pavement Maintenance Management Program(PMMP); Install Perimeter Fencing (approximately 100 LF) and three (3) Access Gates; Rehabilitate Apron (approximately 105,000 SY) - Design

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$103,005.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$103,005 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality

standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
20. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 03/12/2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

24. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement, and;
 - d. Year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

25. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.

26. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

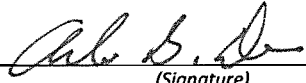
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

27. Design Grant. This grant agreement is being issued in order to complete the design of the project. The

Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

For James W. Lomen

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

City of Porterville

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Program Supplement to the Local Agency-State Master Agreement – Upgrade Signal to Install Protected Left-Turn Phasing Project (Putnam Avenue & D Street)

SOURCE: Public Works

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number N044 Rev. 1 and requests that the City execute said agreement. The executed agreement shall become a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The attached Program Supplement is for the Upgrade Signal to install protected left-turn phasing located at Putnam Avenue and D Street.

RECOMMENDATION: That the City Council:

1. Approve the program supplement by passing a Resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct the City Clerk to return the signed program supplement to the Department of Transportation.

ATTACHMENTS:

1. Draft Resolution
2. Program Supplement No. N044 Rev. 1

Appropriated/Funded: MB

Review By:

Department Director:
Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. N044 Rev. 1
TO ADMINISTER THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. N044 Rev. 1 to the Local Agency-State Master Agreement No. 06-5122R, for the Upgrade Signal to install protected left-turn phasing at the intersection of Putnam Street and D Street Project.

PASSED, APPROVED AND ADOPTED this 6th day of September, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

PROGRAM SUPPLEMENT NO. N044 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122R

Adv Project ID Date: August 17, 2016
0614000002 Location: 06-TUL-0-PTRV
Project Number: HSIPL-5122(080)
E.A. Number:
Locode: 5122

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/20/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Intersection of Putnam Street and D Street

TYPE OF WORK: Upgrade Signal to install protected left-turn phasing.

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	ZS30	\$322,735.00	LOCAL		OTHER
\$535,550.00	LS30	\$40,500.00	\$172,315.00		\$0.00

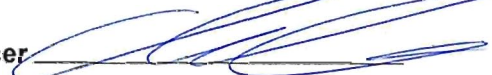
CITY OF PORTERVILLE

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer:  Date 8/17/16 \$363,235.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Master Agreement Administering Agency-State Agreement for Federal-Aid Projects Agreement No. 06-5122F15 and Program Supplement No. F056 Administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15 – Pedestrian Access Corridor Project (Garden Avenue)

SOURCE: Public Works

COMMENT: The State of California and Department of Transportation have submitted Master Agreement Administering Agency-State Agreement for Federal-Aid Projects Number 06-5122F12 and Program Supplement Agreement Number F056, and request that the City execute said agreements.

The Master Agreement and Program Supplement attached are for the pedestrian access corridor along Garden Avenue.

RECOMMENDATION: That the City Council:

1. Approve the subject master agreement by passing a resolution authorizing the Mayor to sign the subject master agreement;
2. Approve the subject program supplement by passing a resolution authorizing the Mayor to sign the subject program supplement; and
3. Direct the City Clerk to return the signed agreements to Caltrans.

ATTACHMENTS:

1. Draft Resolution - Master Agreement No. 06-5122F15
2. Master Agreement Administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15
3. Draft Resolution Program Supplement No. F056
4. Program Supplement No. F056 to Administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
MASTER AGREEMENT ADMINISTERING AGENCY-STATE
AGREEMENT FOR FEDERAL-AID PROJECTS NO. 06-5122F15

BE IT RESOLVED by the City Council of the City of Porterville, that the Mayor is hereby authorized to execute the document known as Master Agreement Administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15, for the pedestrian access corridor along Garden Avenue.

PASSED, ADOPTED AND APPROVED this 6th day of September, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

06	City of Porterville
-----	-----
District	Administering Agency

Agreement No. 06-5122F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Porterville, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.
8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.
9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Porterville

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Porterville
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. F056
TO ADMINISTERING THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122f15

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. F056 to administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15, for the pedestrian access corridor along Garden Avenue.

PASSED, ADOPTED AND APPROVED this 6th day of September, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

PROGRAM SUPPLEMENT NO. F056
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122F15

Adv Project ID 0616000165
Date: August 8, 2016
Location: 06-TUL-0-PTRV
Project Number: ATPL-5122(084)
E.A. Number:
Locode: 5122

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Garden Ave

TYPE OF WORK: Pedestrian access corridor.

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z302		LOCAL	OTHER
\$652,500.00		\$232,000.00	\$35,000.00	\$385,500.00

CITY OF PORTERVILLE

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 8/9/16 \$232,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

Page ____ of ____

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

SPECIAL COVENANTS OR REMARKS

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and

SPECIAL COVENANTS OR REMARKS

subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and

SPECIAL COVENANTS OR REMARKS

maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Resolutions Approving Two Applications for Youth Soccer and Recreation Development Program Grant Funds

SOURCE: Parks and Leisure Services

COMMENT: Staff is planning to prepare a State Parks Youth Soccer and Recreation Development Program Funds Grant application. The statewide funding total to be awarded for this grant is \$16,000,000. An applicant may request up to \$1,000,000. Agencies are allowed to turn in more than one application. The City of Porterville intends to turn in two applications with both requesting the full \$1,000,000.

Applicants are to use the community fact finder on the State Parks website to determine demographic numbers. Grant scoring is based on demographics (40%), community challenges and project benefits (20%), community involvement (10%), availability (10%), organizational capacity (10%), water conservation measures (5%), and matching funds (5%).

The first application will be for a lighted artificial turf field at the Heritage Center Complex in which multiple sports may be played. The second application will be for a multi-use building where basketball, classes and meetings would all take place. The location of this building would be along the Rails to Trails between Morton and Henderson. Applications are due November 1, 2016.

RECOMMENDATION: That the City Council adopt two Resolutions approving applications for Youth Soccer and Recreation Development Program Grant Funds.

ATTACHMENTS:

1. Draft Resolution - Heritage Park
2. Draft Resolution - Fourth Street Fieldhouse

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

Resolution No: _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
Approving the Application for YOUTH SOCCER AND RECREATION DEVELOPMENT
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby: Approves the filing of an application for the Heritage Park, and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Parks and Leisure Services Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____

I, the undersigned, hereby certify the foregoing Resolution Number _____ was duly adopted by the City of Council of the City of Porterville following a roll call vote:

Ayes:

Noes:

Absent:

(Clerk)

Resolution No: _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
Approving the Application for YOUTH SOCCER AND RECREATION DEVELOPMENT
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby: Approves the filing of an application for the Fourth Street Fieldhouse, and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Parks and Leisure Services Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____

I, the undersigned, hereby certify the foregoing Resolution Number _____ was duly adopted by the City of Council of the City of Porterville following a roll call vote:

Ayes:

Noes:

Absent:
(Clerk)



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Consideration of Street Closure for Zalud House Museum Pioneer Days & Rib Cook-Off

SOURCE: Parks and Leisure Services

COMMENT: Parks and Leisure Services is planning a fundraiser event for the Zalud House Museum. The 5th Annual "Zalud House Museum Pioneer Days & Rib Cook-Off" is scheduled for October 8, 2016, from 11:00 AM-3:00 PM on Main Street in the area between Morton and Putnam. Some of the activities will include: rib tasting, queen pageants, a live shoot-out, live music, a beer garden, food booths, re-enactments and more.

In support of this event, it is requested that the City Council approve a temporary closure of Main Street between Morton and Putnam, and Thurman and Cleveland between Division and the alley west of Second Street.

This application has been routed and reviewed by all departments involved. Staff comments are included for Council's information.

RECOMMENDATION: That the City Council authorize the temporary closure of Main Street between Putnam and Morton Avenues; and Thurman and Cleveland Avenues between Division Street and the alley west of Second Street, for the Zalud House Museum Pioneer Days & Rib Cook-Off on October 8, 2016, 5:00 AM-4:00 PM.

ATTACHMENTS:

1. Pioneer Days Road Closure Map
2. Pioneer Days Internal Civic Event Form

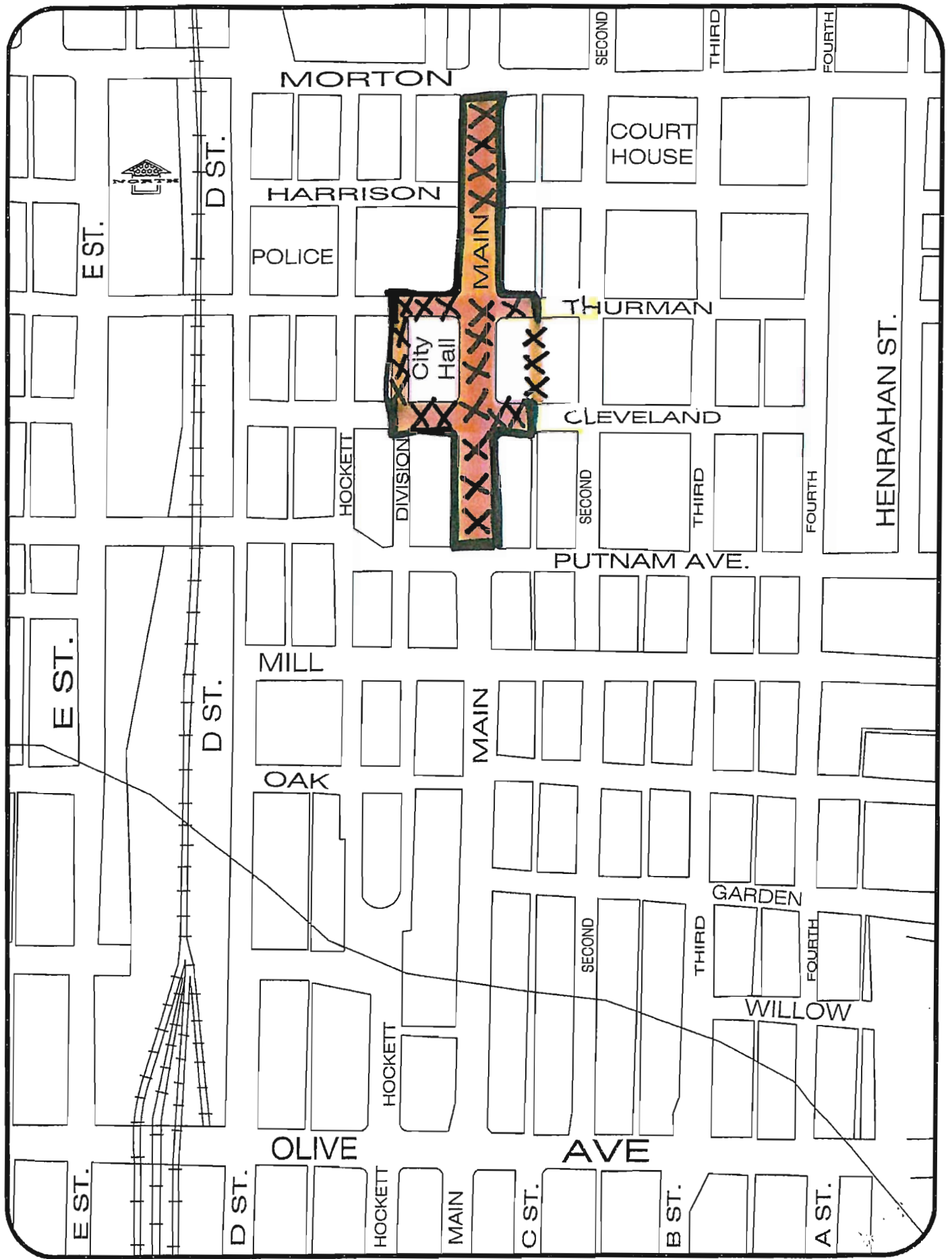
Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

Internal Community Civic Event

(For events primarily sponsored and organized by City Departments)



Application Date: 8/17/2016 Event Date: 10/8/2016

Location of Event Downtown Porterville/ Centennial Park area

Name of Event: Zalud House Museum Pioneer Days & Rib Cook-off

Sponsoring Department: Parks & Leisure Services

Department Contact Tonya Hall, 791-7697

Affiliated Organizations: _____

City Services Requested:

Barricades (Quantity)	20	Refuse Pickup:	Yes	No		
Amplified Noise Permit	<table border="1"><tr><td>Yes</td><td>No</td></tr></table>	Yes	No	Police Assistance:	Yes	No
Yes	No					
Parks Facility Application	<table border="1"><tr><td>Yes</td><td>No</td></tr></table>	Yes	No	Street Sweeping:	Yes	No
Yes	No					
Assembly Permit	<table border="1"><tr><td>Yes</td><td>No</td></tr></table>	Yes	No			
Yes	No					
Other:	_____					

Staff Comments (list special requirements or conditions for event):

P&LS Director: _____

Moore: Vehicles to remain off the grass _____

Public Works Director: _____

NC _____

Community Dev. Director: _____

Phillips: NC _____

Field Services Manager: _____

Styles: Get barricades @ 555 N. Prospect _____

Fire Chief: _____

Irish: NC _____

Police Chief: _____

Contreras: Approved, See attached OAP _____

Administrative Services Mgr.: _____

NC _____

Transit: NC _____

CITY OF PORTERVILLE

Community Civic Event Application

Proposed Event: Pioneer Days Celebration & Rib Cook-Off

Date of Event: October 8th, 2016

Location of Event: Centennial Park & Surrounding Area

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.
- If the sales and consumption of alcoholic beverages are anticipated, a beer garden shall be established and alcohol may only be sold and consumed within the designated beer garden. A minimum of two (2) security guards shall be assigned to control the beer garden while it is in operation. No persons under the age of 21 shall be allowed to enter the beer garden and no alcohol shall be allowed to leave the beer garden. The consumption of alcohol at any other event site shall be strictly prohibited.
- Event organizers shall have applied and been granted a temporary license to sell alcohol from the California Department of Alcoholic Beverage Control.
- Food vendors should provide inspection certificates from the Tulare County Health Department to event organizers, to ensure safe food products.
- 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 COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Approval for Community Civic Event - Fil-Amer. Association of California - Filipino Weekend Fiesta - September 24-25, 2016

SOURCE: Finance

COMMENT: The Fil-Amer. Association of California is requesting approval to hold their annual Filipino Weekend Fiesta at Veteran's Park on Saturday, September 24, 2016, and Sunday September 25, 2016, from 6:00 a.m. to 9:00 p.m. The event is being held as a weekend cultural celebration of the Filipino-American heritage with displays of folk dances, folksongs and cuisine.

A motorcade with no street closures is requested for a procession using one lane around the park on Saturday, September 24, 2016. In order not to impede or interfere with the normal flow of traffic, participants will abide by all traffic laws and rules of the road.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all departments involved. The requirements are listed on the attached copy of the application and agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Filipino-American Association of California, subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application, Agreement, Exhibit A, Exhibit B, Maps, Outside Amplifier Permit and Certificate of Liability 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 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

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? yes E-mail address? none Website? none
Application date: 8/19/16 Event date: 9/24 + 9/25, 2016 Sat. & Sun
Event time: 6:00 am - 9:00 pm Both days

Name of Event: Filipino Weekend Fiesta
Fil-Amer Association of California

Sponsoring organization: Fil-Amer Assn. of CA Phone # (559) 782-3639
Address: 968 W. Cleo Ave, Porterville, CA 93257

Authorized representative: Marilon A. Agapao Phone # (559) 359-1142
Address: 968 W. Cleo Ave, Porterville, CA 93257

Event chairperson: Marilon A. Agapao Phone # (559) 359-1142

Location of event Veterans' Park (Porterville) Henderson Ave cer
Newcomb Street
(Location map must be attached)

Type of event: Filipino Cultural Celebration, Car show,
Motorcade around Veterans' Park, Food Vending, Games, etc

Non-profit organization status: YES & BL# 9708

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): N/A Street sweeping Yes No X

Police protection Yes No X Refuse pickup Yes No X

Other:

Parks facility application required: Yes ✓ No Attached

Assembly permit required: Yes ✓ No Attached

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

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

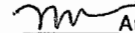
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

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. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

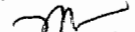
All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

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 and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)



Authorized Representative Initial

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 the permit. Claims-made policies are not acceptable.



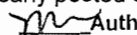
Authorized Representative Initials

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.

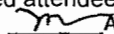


Authorized Representative Initials

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.

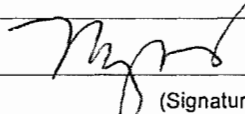
 Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.



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. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Fit - Amer Assn. of CA Inc.		8/19/16
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: Filipino Weekend Cultural Celebration
 Sponsoring organization: Fil-Amer Assn. of CA, Inc.
 Location: Porterville Veterans' Park Event date: 9/24/16 - 9/25/16 Event time: 6:00 am - 9:00 pm
Both days

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
Crisantos Bobalicious	968 W. Cleo Ave Porterville, CA 93257	Temporary Vendor's Permit	Food Vending
5 Sisters Food		Temporary Vendor's Permit	Food Vending
Two Madras		Temporary Vendor's Food	Food Vending

PLEASE! READ...

WATER

I am requesting SPRINKLERS DO NOT

COME OUT on Saturday, 9/24/16.

thanks. @

*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services: except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

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

Sponsoring organization: Fil-Amer. Association of California

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

4 of 4

Requirements for Community Civic Event

Fil-Amer. Association of California

Filipino Weekend Fiesta

September 24-25, 2016

Finance Director:

M. Bemis

Public Works Director:

M. Reed

Community Development Manager:

J. Phillips

Field Services Manager:

B. Styles

No comments.

Fire Chief:

G. Irish

No comments.

Parks and Leisure Services Director:

D. Moore

Vehicles not part of car show not permitted to park on the grass. All vehicles to remain off sprinklers and valve boxes. City not responsible for anything left in the park overnight.

Police Lieutenant:

C. Contreras

See attached staff comments on Exhibit B.

Administrative Services Director:

P. Hildreth

Please see attached Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Fil-Amer. Association of California
Event: Filipino Weekend Fiesta
Event Chairman: Marilou A. Agpaoa
Location: Veterans' Park
Date of Event: September 24-25, 2016

RISK MANAGEMENT: Conditions of Approval

That the Fil-Amer. Association of California 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

APPLICATION FOR COMMUNITY CIVIC EVENT

Proposed Event:

Filipino-American Week - Veteran's Park – September 24th & 25th, 2016

Staff Comments: Conditions/Requirements by Police Department

- No street closures have been mentioned, but all street closures require City Council approval.
- Participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or generally interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event, unless appropriate permits have been obtained.
- Food vendors should provide inspection certificates from the Tulare County Health Department to event organizers, to ensure safe food products.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Private vehicles that are not participating or part of the car show shall only drive and/or park in the paved parking areas and may not drive or park on any areas other than the parking lots.
- Event organizers shall contact Porterville Police Lieutenants Dominic Barteau or Richard Standridge at 559-782-7410 or 559-782-7400 in advance of the event in order to determine additional policing concerns/requirements.

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: Marilou A. Agpawa, 968 W. CLEO AVE
Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Porterville Veterans Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Ely C. Agpawa
968 W. CLEO AVE, Porterville CA 93257
- 4 Type of event for which amplification equipment will be used: Filipino Cultural Celebration
- 5 Dates and hours of operation of amplification equipment: Sept. 24, 2016 Saturday 8:00^{am} - 8:00^{pm}
Sept. 25, 2016 SUNDAY SUNDAY 8:00^{am} - 8:00^{pm}
- 6 A general description of the sound amplifying equipment to be used: Sound systems, 2 speakers,
receiver, Karaoke singing machines

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 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]
Signature of Applicant

8/19/16
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.

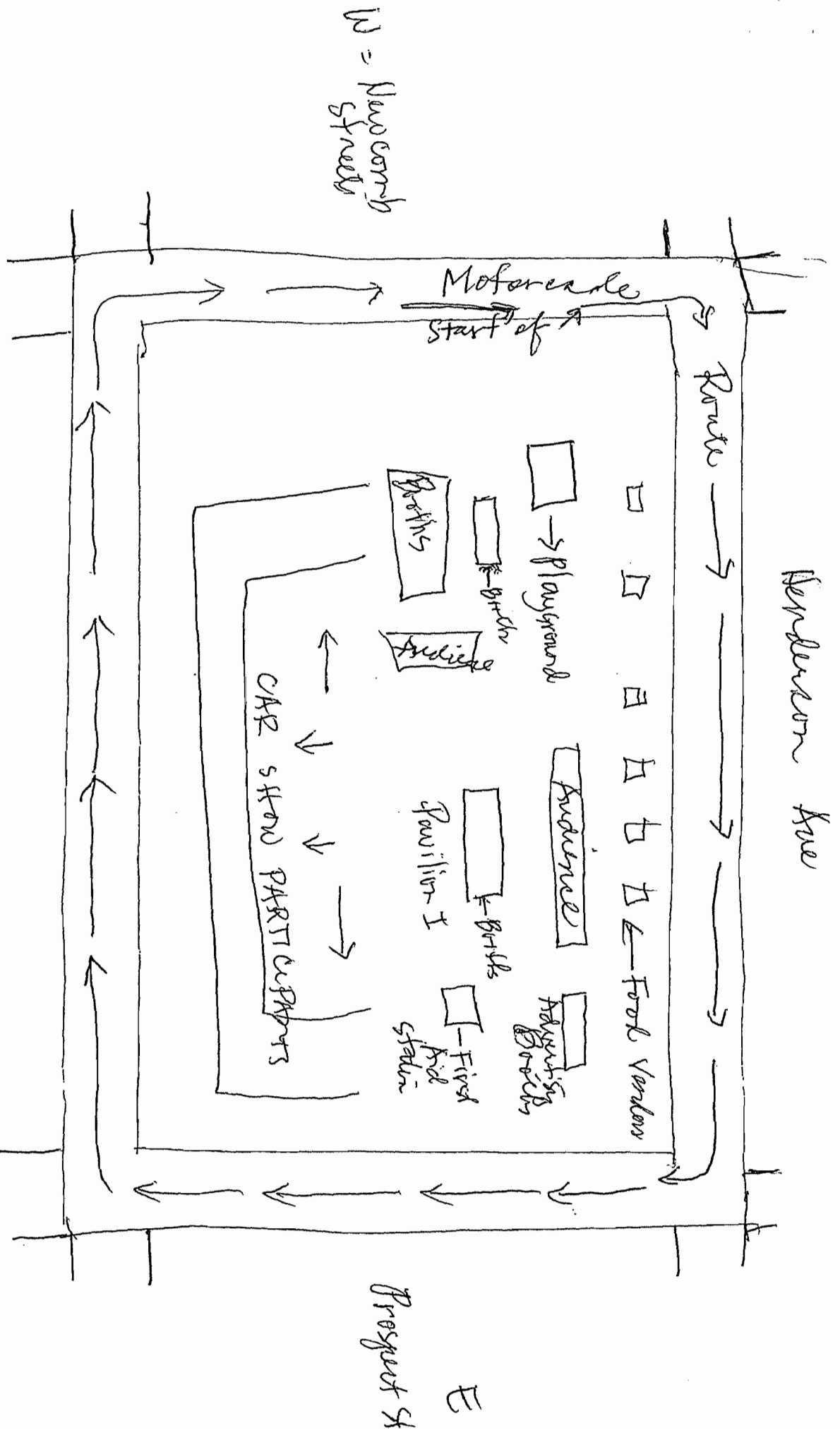
[Signature]
City of Porterville, Chief of Police/Designee

8-25-16
Date

N

- East MKR -

Henderson Ave



W - Newcomb
Street

Motocycle
Start of A

Route



→ Playground



Booths

Audience

Audience



Pavilion I

First
Aid
station

Advertising
Booths

Food Vendors

CAR SHOW PARTICIPANTS

Prospect St

E

Marion Avenue

S



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2016

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 Walter Mortensen Insurance P.O. Box 1960 Porterville, CA 93258	CONTACT NAME: Daren Griswold	
	PHONE (A/C, No, Ext): 559-781-5200	FAX (A/C, No): 559-781-3229
INSURED Fil - Amer Association of California 968 W Cleo Porterville, CA 93257	E-MAIL ADDRESS: dg@wmi.cc	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Fireman's Fund Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 21873		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	☒		XXC80498440 NAEP071245	9/24/2016	09/26/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 0
	☒ Host Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
☒ POLICY ☐ PRO-JECT ☐ LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: City of Porterville - Vetran's Park

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville - Vetran's Park 1501 W Henderson Ave Porterville, CA 93257	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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Certificate Number: NAE071245

Effective Dates: 9/24/2016 to 9/25/2016

**Additional Insured - Person, Organization or other Entity -
600002STEP 09 12**

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

City of Porterville - Vetran's Park

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

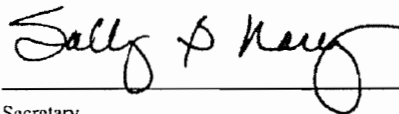
Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

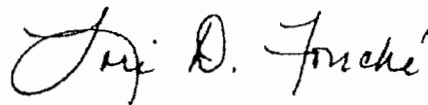
This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Approval for Community Civic Event - Porterville Unified School District - Monache High School Vocal Department - Kaleidoscope Run - September 25, 2016.

SOURCE: Finance

COMMENT: The Porterville Unified School District and the Monache High School Vocal Department are requesting approval to hold a 5K Kaleidoscope run at the Porterville Sports Complex on Sunday, September 25, 2016, from 6:00 a.m. to 2:00 p.m. No street closures are requested.

This application is submitted in accordance with Community Civic Events Ordinance No. 1326, as amended and 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 Community Civic Event Application and Agreement from the Porterville Unified School District and Monache Vocal Department, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Amplifier Permit and Certificate of Liability 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 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

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: 08/12/16 Event date: 09/25/16
Event time: 6am - 2pm

Name of Event: Monache Vocal Dept. Kaleidoscope Run

Sponsoring organization: Monache Vocal Dept Phone # 559-793-3870
Address: 960 N. Newcomb

Authorized representative: Joshua Sutherland Phone # 559-386-2719
Address: _____

Event chairperson: Vivian Lamb Phone # 559-789-2122

Location of event Porterville Sports Complex
(Location map must be attached)

Type of event: This is a 5K run which serves as a fundraiser for the Monache H.S. Vocal Dept.

Non-profit organization status: 77-0569290 BL# 002613

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity):	Street sweeping	Yes	No	☒
Police protection Yes ☐ No ☒	Refuse pickup	Yes	No	☒
Other: _____				

Parks facility application required: Yes ☒ No ☐ Attached ☐

Assembly permit required: Yes ☐ No ☒ Attached ☐

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

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	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. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

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 and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

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 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

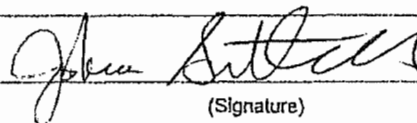
First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

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.

MONACHE HIGH SCHOOL
VOCAL DEPT.

(Name of Organization)



(Signature)

8/12/16

(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: SPORTS COMPLEX Event date: 9/25/16 Event time: 6am-12pm

[illegible]

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

Event date: 9/25/16 Hours: 6am-12pm

[illegible]

Requirements for Community Civic Event
Porterville Unified School District and Monache Vocal Department
Kaleidoscope Run
September 25, 2016

Finance Director:
M. Bemis

Public Works Director:
M. Reed

Community Development Manager:
J. Phillips

Field Services Manager:
B. Styles

No comments.

Fire Chief:
G. Irish

No comments.

Parks and Leisure Services Director:
D. Moore

Vehicles not permitted to park on
the grass

Police Lieutenant:
C. Contreras

Administrative Services Director:
P. Hildreth

See Exhibit A, page 2. All
participants are required to sign a
waiver releasing the City from any
and all liability arising out of their
participation.

Requirements for Community Civic Event

Sponsor: Porterville Unified School District and Monache Vocal
Department
Event: Kaleidoscope Run
Event Chairman: Vivian Lamb
Location: Sports Complex
Date of Event: September 25, 2016
Time of Event: 6:00 a.m. to 2:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Unified School District 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.
- A. 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

APPLICATION FOR COMMUNITY CIVIC EVENT

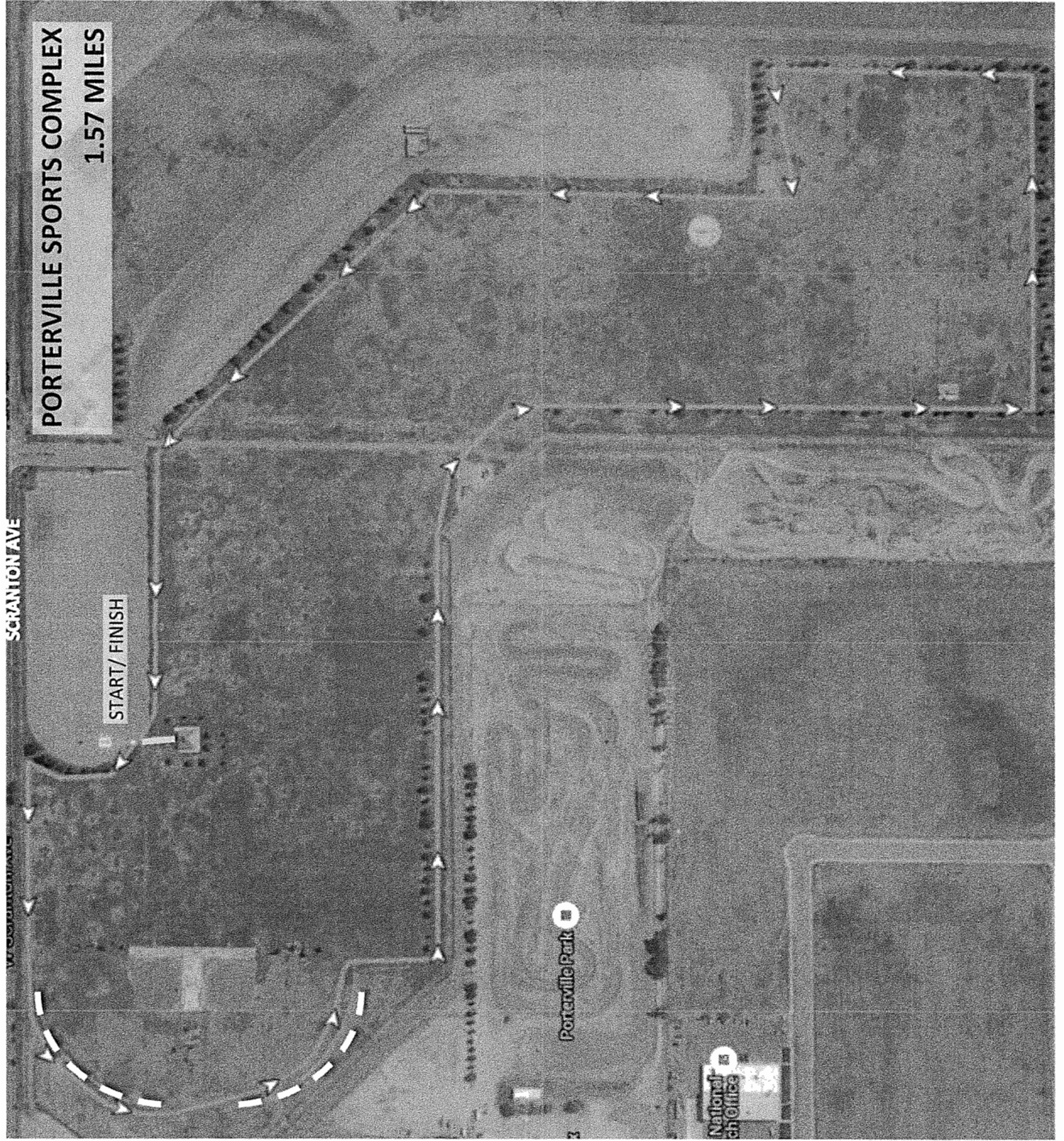
Proposed Event:

Monache Vocal Department Kaleidoscope Run – Porterville Sports Complex – September 25th, 2016 / 6:00am – 12:00pm

Staff Comments: Conditions/Requirements by Police Department

- No street closures have been mentioned/requested; however all street closures require City Council approval.
- Participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or generally interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- There shall be no sales, possession or consumption of alcoholic beverages in the Sports Complex during the event, unless appropriate permits have been obtained.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Private vehicles may not drive or park inside the park or in any areas other than the parking lots.
- Event organizers shall contact Porterville Police Lieutenants Dominic Barteau or Richard Standridge at 559-782-7410 or 559-782-7400 in advance of the event in order to determine additional policing concerns/requirements.

Chris Contreras / Lieutenant
Porterville Police Department



PORTERVILLE SPORTS COMPLEX

1.57 MILES

START/ FINISH

Porterville Park

**National
Archery Office**

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: JOSHUA SUTHERLAND
1551 BELMONT PL. PORTERVILLE, CA. 93257
- 2 Address where amplification equipment is to be used: PORTERVILLE SPORTS COMPLEX
- 3 Names and addresses of all persons who will use or operate the amplification equipment: RICHARD ONSUREZ
1817 N. ROSE ST. PORTERVILLE, CA 93257
- 4 Type of event for which amplification equipment will be used: SK RUN
- 5 Dates and hours of operation of amplification equipment: Sept. 25, 2016 6am-12pm
- 6 A general description of the sound amplifying equipment to be used: P. A. SYSTEM

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 of the occupants of nearby residences.

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 § 8311)

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 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 § 8312)

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]
Signature of Applicant

9/12/16
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.

[Signature]
City of Porterville, Chief of Police/Designee

8-29-16
Date



CENTTUL-01 ASURESH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2016

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 License # 0757776 Concord, CA - HUB International Insurance Services Inc. 2300 Clayton Rd. Concord, CA 94520		CONTACT NAME: PHONE (A/C, No, Ext): (925) 609-6500 FAX (A/C, No): (925) 609-6550 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Porterville Unified School District Incl Strathmore Union High School District c/o Houston Insurance Services P.O. Box 1002 Tulare, CA 93275		INSURER A: Genesis Insurance Company INSURER B: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 325,000 SIR * ☒ AUTO LIAB included** GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		YXB3008310	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 4,675,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 9,350,000 PRODUCTS - COMP/OP AGG \$ Included
	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 EXCESS LIAB DED RETENTION S						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		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

* Group Self-Insured General & Auto Liability: Central Tulare County School Districts JPA: \$325,000 Each Occurrence excess of \$1,000 Deductible.

The Genesis Ins. Co. policy provides limits of liability of \$4,675,000 excess of \$325,000 retention to equal the \$5,000,000 per occurrence limit of liability.

** General Aggregate does not apply to Auto Liability.

Re: Use of sports complex for Monache High School Vocal Dept. Kaleidoscope Run, September 25, 2016.

The City of Porterville and Successor Agency to the Porterville Redevelopment Agency, as additional insured as respects to General Liability per attached TSP200007 0613, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

POLICY CHANGES

Endorsement
Number 11

POLICY NUMBER	ENDORSEMENT EFFECTIVE	COMPANY
YXB3008310	July 1, 2016	Genesis Insurance Company
NAMED INSURED	COVERAGE PARTS AFFECTED	
Central Tulare County School Districts Liability Property Joint Powers Authority	The School Policy Retained Limit Form Coverage Parts A and B	

CHANGES

BLANKET ADDITIONAL INSURED ENDORSEMENT AS REQUIRED BY WRITTEN CONTRACT

As applicable to the respective **Coverage Part (s)** stated above, the **WHO IS AN INSURED** section of the policy is amended as follows:

- A. Paragraph **D.** of **SECTION II- WHO IS AN INSURED** in **Coverage Part A** is deleted in its entirety and replaced with the following:
1. We agree to include as an additional **Insured**, the person(s) or organization(s) that you are required, by a written contract or written agreement, to include.
 2. Insurance shall be limited to the extent of coverage and limits of liability required by the written contract or written agreement, however shall not increase:
 - a. The **Limits of Insurance** stated in **SECTION III – LIMIT(S) OF INSURANCE** of **Coverage Part A**; or
 - b. The extent of coverage as provided under **Coverage Part A**.
 3. The written contract or written agreement must be effective and executed prior to any **occurrence** taking place during the policy period.
 4. Any damages and/or **claim expenses** payable by **us** due to coverage provided by this endorsement to an additional **Insured** shall be in excess of the **Insured's Coverage Part A retained limit**. If other valid and collectible insurance is available to the additional **Insured** to pay damages and/or **claim expenses** due to an **occurrence**, then **our** indemnification obligation is excess over such other insurance covering the additional **Insured**, whether such other insurance is written on a primary, excess, contingent or on any other basis. The **Insured's Coverage Part A retained limit** may not be satisfied by any other insurance.
 5. If a written contract or written agreement as described in 1. , 2.and 3. above specifically requires the insurance as provided by **Coverage Part A** to apply as primary to, and on a non-contributory basis with, any other available insurance to the additional **Insured**, we agree to do so but any indemnification obligation by **us** due to a covered **occurrence** will be in excess of the **Insured's Coverage Part A retained limit** and subject to the **Coverage Part A Limits of Insurance**.

B. SECTION II - WHO IS AN INSURED is hereby amended:

1. We agree to include the person(s) or organization(s) **you** are required by written contract or agreement to include as an additional **Insured**.
2. Insurance shall be limited to the extent of coverage and limits of liability required by the written contract or written agreement, however shall not increase:
 - a. The **Limits of Insurance** stated in **SECTION III – LIMIT(S) OF INSURANCE** of **Coverage Part B**; or
 - b. The extent of coverage as provided under **Coverage Part B**.
3. The contract must be effective and executed prior to a **claim** arising out of a covered **wrongful act(s)**.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as stated above.



Authorized Representative



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Approval for Community Civic Event - Palabra de Victoria Church - Community Outreach - September 24, 2016

SOURCE: Finance

COMMENT: The Palabra de Victoria Church is requesting approval to hold their annual Community Outreach event. This event, with carnival games and live music, will be held in the church parking lot and in front of the church on 'E' Street, Saturday, September 24, 2016, from 2:00 p.m. to 8:00 p.m. They have requested closure of 'E' Street from Orange Street to the end of their church building.

This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended and 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 and Exhibit A and Exhibit B.

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the Palabra de Victoria Church, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

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

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 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

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: 8-11-2016 Event date: 9-24-2016
Event time: 2PM - 8PM

Name of Event: Palabra De Victoria Community Outreach

Sponsoring organization: Palabra De Victoria Church Phone # 559 782 1573
Address: 163 W. ORANGE

Authorized representative: JOSE A. SEGURA Phone # 559 782 1573
Address: 1184 W. BROWN AVE Fullerton Ca

Event chairperson: JOSE A. SEGURA Phone # 782 1573 *

Location of event: 163 W. ORANGE Fullerton Ca
(Location map must be attached)

Type of event: Community Outreach

Non-profit organization status: _____

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 12 Street sweeping Yes _____ No ☒

Police protection Yes _____ No ☒ Refuse pickup Yes _____ No ☒

Other: _____

Parks facility application required: Yes _____ No _____ Attached _____

Assembly permit required: Yes _____ No _____ Attached _____

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

Appr.	Deny	
_____	_____	Bus. Lic. Spvr. _____
_____	_____	Pub. Works Dir _____
_____	_____	Comm. Dev. Dir. _____
_____	_____	Field Svcs. Mgr. _____
_____	_____	Fire Chief _____
_____	_____	Parks Dir. _____
_____	_____	Police Chief _____
_____	_____	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?

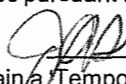
A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

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 and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

 Authorized Representative Initial

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 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

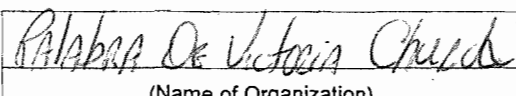
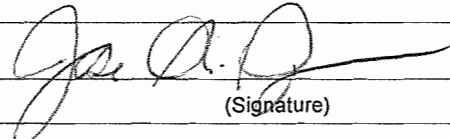
First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

 Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

 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. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

		8-11-2016
(Name of Organization)	(Signature)	(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

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

Sponsoring organization: Palabra De Victoria Church

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Street Name	From	To	Activity
"E" ST	Church building	End of Church Building	CARNIVAL
	↓	↑	type: GAMES
	ORANGE	ORANGE	FOR CHILDREN THAT
		(SMALL PRIZES) →	REQUIRE NO MECH
			EQUIPMENT (ex BALL
			TOSS/RING TOSS/B-Ball
			- NO RIDES @ CARNIVAL
Sidewalks	From	To	Activity
			- NO DUNKING MACHINE
			- LIVE CHRISTIAN BAND
			- NO DJ
			- NO VENDERS
			- NO OTHER PARTICIPANTS
Parking lots and spaces	Location		Activity
			EXCEPT FOR CHURCH
			MEMBERS, BAND &
			PARISHES OF COMMUNITY

Requirements for Community Civic Event

Palabra de Victoria Church

Community Outreach

September 24, 2016

Finance Director:

M. Bemis

Public Works Director:

M. Reed

Community Development Manager:

J. Phillips

No comments.

Field Services Manager:

B. Styles

Barricades may be obtained and returned at 555 N. Prospect Street.

Fire Chief:

G. Irish

No comments.

Parks and Leisure Services Director:

D. Moore

No comments.

Police Lieutenant:

C. Contreras

Please see proposed conditions and requirements in Exhibit B.

Administrative Services Director:

P. Hildreth

Please see Exhibit A, page 2.
If bounce house is included, all participants must sign waiver releasing the City and the Successor Agency to the Porterville Redevelopment Agency from any and all liability.

Requirements for Community Civic Event

Sponsor: Palabra de Victoria Church
Event: Community Outreach
Event Chairman: Angel Segura
Location: Palabra de Victoria Church parking lot/front of church
Date of Event: September 24, 2016
Time of Event: 3:00 p.m. to 8:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Palabra de Victoria Church 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, City of Porterville Redevelopment Agency and 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.
- A. 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: Palabra De Victoria Community Outreach

Date of Event: September 24th, 2016 / 3:00pm – 8:00pm

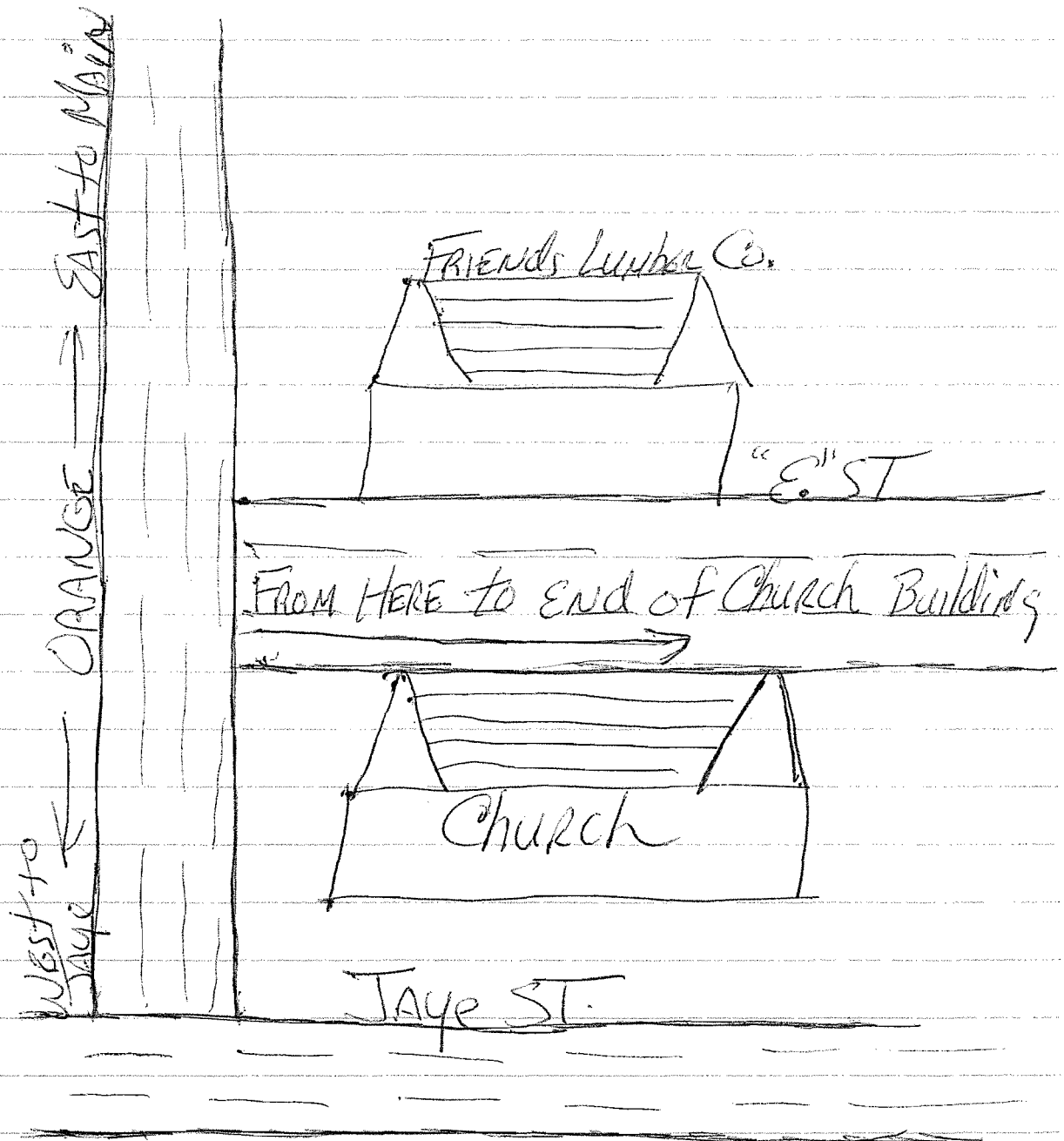
Location of Event: Palabra De Victoria Church, 163 West Orange Avenue

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.
- No food vendors have been listed.
- There has been no application to consume alcohol; therefore alcoholic consumption is prohibited.
- 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

"MAP"



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: JOSE A. SEGURA
1184 W. BROWN AVE FULTON CA 93257
- 2 Address where amplification equipment is to be used: 163 W. ORANGE
- 3 Names and addresses of all persons who will use or operate the amplification equipment: RICK STEVENS
McINTIRE ST. CASSANDRA STEVENS MCINTIRE ST. PORTERVILLE CA
JOSE A. SEGURA 1184 W. BROWN AVE FULTON CA MARIO, CUTELO CA
- 4 Type of event for which amplification equipment will be used: CHURCH COMMUNITY OUT REACH
- 5 Dates and hours of operation of amplification equipment: 9-24-2016 2PM - 8PM
- 6 A general description of the sound amplifying equipment to be used: AMPLIFIERS, MICROPHONES, P.A. SYSTEM,
CUERPO BASS ELECTRIC DRUMS

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 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.

Jose A. Segura
Signature of Applicant

8-11-2016
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.

[Signature]
City of Porterville, Chief of Police/Designee

8-19-16
Date



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Request for Proclamation - Constitution Week - September 17-23, 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.

Pat Holly, on behalf of the Daughters of the American Revolution Alta Mira Chapter, has requested that the Council consider approval of a proclamation to proclaim September 17-23, 2016, as "Constitution Week." Vice Mayor Hamilton is sponsoring this proclamation request. If approved, the applicant will pick up the proclamation for presentation at an event on September 18, 2016.

RECOMMENDATION: That the City Council consider approval of the request to proclaim September 17-23, 2016, as "Constitution Week."

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

AUG 16 2016

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: August 16, 2016

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

Name of Sponsoring Organization: Alta Mira Chapter NSDAR

Name of Contact Person: Pat Holly

Address: 33459 Globe Drive

Phone: 539-6019, 783-3265 FAX:

E-mail: paholly@ocsnet.net

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

Date(s) of Event: Sunday, September 18, 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:

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: 8/16/16 Sponsored by: Hamilton Date: 8/17/16

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____



NEWS

DAR National Headquarters
1776 D Street NW
Washington, DC 20006
www.dar.org

FOR IMMEDIATE RELEASE

August 1, 2016

Press contact:

(Name)

(Phone)

(Email)

AMERICA CELEBRATES U.S. CONSTITUTION DAR Promotes Constitution Week Awareness

WASHINGTON, DC – September 17, 2016, begins the national celebration of Constitution Week. The weeklong commemoration of America's most important document is one of our country's least known official observances. Our Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties and freedom, and to ensure those inalienable rights to every American.

The tradition of celebrating the Constitution was started many years ago by the Daughters of the American Revolution (DAR). In 1955, the Daughters petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into Public Law #915 on August 2, 1956 by President Dwight D. Eisenhower. The aims of the celebration are to (1) emphasize citizens' responsibilities for protecting and defending the Constitution, preserving it for posterity; (2) inform the people that the Constitution is the basis for America's great heritage and the foundation for our way of life; and (3) encourage the study of the historical events which led to the framing of the Constitution in September 1787.

The United States of America functions as a Republic under the Constitution, which is the oldest document still in active use that outlines the self-government of a people. This landmark idea that men had the inalienable right as individuals to be free and live their lives under their own governance was the impetus of the American Revolution. Today, the Constitution stands as an icon of freedom for people around the world.

"Constitution Week is the perfect opportunity to read and study this great document which is the safeguard of our American liberties," states DAR President General, Lynn Forney Young. "We encourage all citizens across the country to take time this week to reflect on our heritage of freedom and come together to Celebrate America!"

DAR has served America for 125 years as its foremost cheerleader. In 1928, the Daughters began work on a building as a memorial to the Constitution. John Russell Pope, architect of the Jefferson Memorial, was commissioned to design the performing arts center, known as DAR Constitution Hall. Today, DAR Constitution Hall is one of the only structures erected in tribute to the Constitution of the United States of America.

Known as the largest women's patriotic organization in the world, DAR has over 180,000 members with approximately 3,000 chapters in all 50 states and 13 foreign countries. The DAR has long promoted patriotism through commemorative celebrations, memorials, scholarships and activities for children, and programs for new immigrants. For more information about DAR and its programs visit www.dar.org or call (202) 628-1776.

The History of Constitution Week September 17-23

2016 is the 61st anniversary of Constitution Week. NSDAR* Past President General Gertrude S. Caraway was responsible for the annual designation of September 17-23 as Constitution Week. The DAR made its own resolution of Constitution Week, which was adopted April 21, 1955.

Members of the United States Congress received the DAR resolution, and on June 7, 1955, the resolution was discussed in the Senate. The first resolution to observe Constitution Week was made June 14, 1955, by Senator William F. Knowland of California. Following the passage of the resolution by both Houses of Congress. President Eisenhower issued his proclamation on August 19, 1955.

The first observance of Constitution Week was so successful that on January 5, 1956, Senator Knowland introduced a Senate Joint Resolution to have the President designate September 17-23 annually as Constitution Week. The resolution was adopted on July 23, 1956, and signed into Public Law 915 on August 2, 1956.

For his patriotic aid and interest, Senator Knowland received an Award of Commendation from the NSDAR* Continental Congress in April 1956.

* NSDAR stands for National Society of the Daughters of the American Revolution.

SAMPLE PROCLAMATIONS FOR CONSTITUTION WEEK

The following proclamations can be used as suggested or in combination with one another. Proclamations you have used in the past years can also be used as samples. Be sure to remember to change the date and also the year of the anniversary.

SAMPLE #1

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, _____ by virtue of the authority vested in me as (Governor or Mayor) of the State or City) of _____ (in the City of) _____ do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the (State or City) to be affixed this _____ day of _____ of the year of our Lord two thousand _____.

Signed _____ SEAL Attest _____

SAMPLE #2

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, _____ by virtue of the authority vested in me as (Governor or Mayor) of the State or City) of _____ (in the City of) _____ do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the (State or City) to be affixed this _____ day of _____ of the year of our Lord two thousand _____.

Signed _____ SEAL Attest _____

SAMPLE #3

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, _____ by virtue of the authority vested in me as (Governor or Mayor) of the State or City) of _____ (in the City of) _____ do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the (State or City) to be affixed this _____ day of _____ of the year of our Lord two thousand _____.

Signed _____ SEAL Attest _____

***A You are invited to attend
NSDAR Chapter Alta Mira's
"Bells Across America"***

Sunday, September 18, 2016

***At the
First Congregational Church
165 E. Mill,
Porterville
3:30-4:30***

**All are welcome to
Help us celebrate Constitution Week!**

Program includes

- an historic flag presentation by the Boy Scouts
- recitation of the Pledge of Allegiance and the American Creed
- patriotic music by the Porterville Strings and the Community Bell Choir
- presentation of proclamations and participation certificates
- a surprise announcement of our Community Service Award.
- Free Pocket Constitution booklets
- refreshments





CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Request for Proclamation - Relay for Life Days - October 1-2, 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.

Yvonne Fiori, on behalf of Relay for Life Porterville, has requested that the Council consider approval of a proclamation to proclaim October 1st and 2nd as "Relay for Life Days." Vice Mayor Hamilton is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the City Council Meeting of September 20, 2016.

RECOMMENDATION: That the City Council consider approval of the request to proclaim October 1st and 2nd as "Relay for Life Days."

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
AUG 15 2016

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 08/15/16

Name of Event/Individual: "Relay For Life Days"
ie "Porterville Tourism Week" "Mr. John Doe"

Name of Sponsoring Organization: Relay For Life Porterville

Name of Contact Person: Yvonne R. Fion, event lead

Address: 720 E. Worth Ave 507, Porterville CA 93257

Phone: 559-361-3147 FAX: N/A

E-mail: sp@yovonne8101@yahoo.com

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

Date(s) of Event: October 1-2, 2016

Date of Council Meeting to be presented, if applicable: 9/20/16 (please)
(Council meets 1st and 3rd Tuesdays of each month)

Individual or representative attending Council Meeting to receive proclamation:

Yvonne R. Fion Event Lead

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: 8/15/16 Sponsored by: Hamilton Date: 8/15/16

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

Proclamation

WHEREAS: The American Cancer Society is a voluntary community Based coalition of citizens dedicated to eliminating cancer As a major health problem through financial support and education awareness; and

WHEREAS: Relay for Life is the signature activity of the American Cancer Society and honors cancer survivors (anyone who has ever been diagnosed with cancer), remembers those lost to the disease, provides opportunity to fight back against cancer, and helps fund more than \$100 million in cancer research each year; and

WHEREAS: The color purple is the signature color of the American Cancer Society's Relay For Life events signifying the passion that cancer survivors and their families and loved ones feel for the eradication of this disease; and

WHEREAS: The American Cancer Society Relay for Life of Porterville is a community event that allows an opportunity to network with businesses, associates, family and friends, with the same goal of making a difference in the battle against cancer; and

WHEREAS: Money raised during the American Cancer Society Relay for Life of Porterville helps support research, education, advocacy, and patient services for treating cancer, thereby increasing cancer survival rates.

NOW, THEREFORE, I, MILT STOWE, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim October 1-2, 2016, as,

“RELAY FOR LIFE DAYS”

in Porterville; and encourage citizens to recognize and participate in the Relay for Life events at the Summit Charter Collegiate Academy on October 1-2, 2016, in support of those living with cancer, in celebration of cancer survivors, and in remembrance of those who have lost their lives to the disease.

PROCLAIMED this _____, 2016



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Request for Proclamation - Adult Literacy Awareness Month - September 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.

Staff has requested that the Council consider approval of a proclamation to proclaim September 2016 as "Literacy Awareness Month." Council Member Ward is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the City Council meeting of September 20, 2016.

RECOMMENDATION: That the City Council consider approval of the request to proclaim September 2016 as "Adult Literacy Awareness Month."

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

Date of Request: 8/23/16
Name of Event/Individual: Adult Literacy Awareness Month
i.e. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: City of Porterville Library
Name of Contact Person: Rebecca Jauriqui
Address: _____

Phone: Ext 7495 FAX: _____

E-mail: rebecca.jauriqui@cityofporterville.org

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

Date(s) of Event: September 20/16

Date of Council Meeting to be presented, if applicable: September 20, 2016
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Volunteer from the read to succeed program

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: 8/23/16 Sponsored by: Ward Date: 8/25/16

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

City of Porterville Proclamation

WHEREAS: the level of literacy needed to function in the workplace, the community and the home have risen steadily with the advance of technology and the information age; and

WHEREAS: in 1984 the California Legislature established California Library Literacy Services to promote literacy by providing services to English-speaking adult learners and their families through California's public libraries; and

WHEREAS: each year, over 10,000 trained volunteers in over 800 library locations statewide provide one-on-one literacy tutoring for more than 22,000 adult learners; and

WHEREAS: The Porterville City Library recognizes adults need strong literacy skills to raise children with strong literacy skills, recognizing that a child's first teacher is the parent/caregiver; and

WHEREAS: the Read to Succeed Program has been providing free one-on-one Adult literacy tutoring services for over fifteen years; and

WHEREAS: 23 percent of California's adults lack basic literacy skills, severely impacting their lives and families, their ability to work productively and their full participation as citizens and residents of our state; and

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

"Adult Literacy Awareness Month"

Proclaimed this 20th of September 2016



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Conditional Use Permit to allow for a Type 21 Off-Sale General (beer, wine and distilled spirits) alcohol license at White's Market 1204 S. Main St.

SOURCE: Community Development

BACKGROUND:

On July 15 2015, 1204 S. Main Street (White's Market) was incorporated into City limits as part of Annexation 476. In staff's correspondence with Tulare County, it was determined that White's Market was legally established, and County zoning did not require a use permit for the sale of alcohol. As a result, White's Market maintained legal non-conforming status until June of this year when the owner of the Type 21 alcohol license sold the license and the business separately.

COMMENT: The applicant is requesting approval of Conditional Use Permit (PRC 2016-021-C), to allow for a Type 21 Off-Sale General (beer, wine and distilled spirits) alcohol license located at White's Market.

ANALYSIS: On July 20, 2016, the Project Review Committee met with the applicant to discuss the proposed alcohol license. A change in operational hours was proposed by the applicant so the store may cater to patrons who start their day earlier. The hours of operation during which alcoholic beverages may be sold shall be limited to the Alcohol Beverage Control District's standard of between the hours of 6:00 a.m. to 2:00 a.m. If the store should become open 24 hours, alcohol sales shall be prohibited between 2:00 a.m. and 6:00 a.m. The site is located within Census Tract 41.02. The California Department of Alcoholic Beverage Control District (ABC) allows a specific number of licenses per census tract population. In Census Tract 41.02, one on-sale and one off-sale are permitted. Census Tract 41.02 contains three licenses for alcohol licenses; one on-sale and two off-sale. Due to the over concentration of on-sale licenses, a Letter of Public Convenience or Necessity will be required.

The request for the alcohol license is not anticipated to cause a negative impact on the surrounding community. The Police Department has confirmed there have not been any alcohol or ABC violations. Alcohol advertising shall be prohibited on the exterior façade and shall comply with all laws, ordinances and regulations regarding the sale of alcohol. The project site recently had a fire inspection in which no violations were present. This portion of the property has a General Plan Land Use Designation of Retail Center and is zoned CR (Retail Centers) which is intended to provide for retail and service uses that meet the local and regional

demand, and the existing market suits that purpose. The market is a permitted use in the CR Zone District and alcohol sales may be permitted with approval of a Conditional Use Permit.

ENVIRONMENTAL REVIEW:

On August 22, 2016, the Environmental Coordinator made a preliminary determination that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301, Existing Facilities, Class 1.

RECOMMENDATION:

That the City Council:

1. Adopt the draft resolution approving Conditional Use Permit (PRC 2016-021-C); and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS:

1. Locator Map
2. General Plan Land Use Map
3. Zoning Map
4. Floor Plan
5. ABC Existing Licenses Map
6. Draft Resolution
7. Letter of Public Convenience

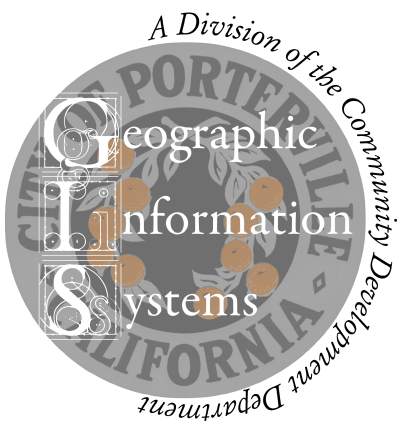
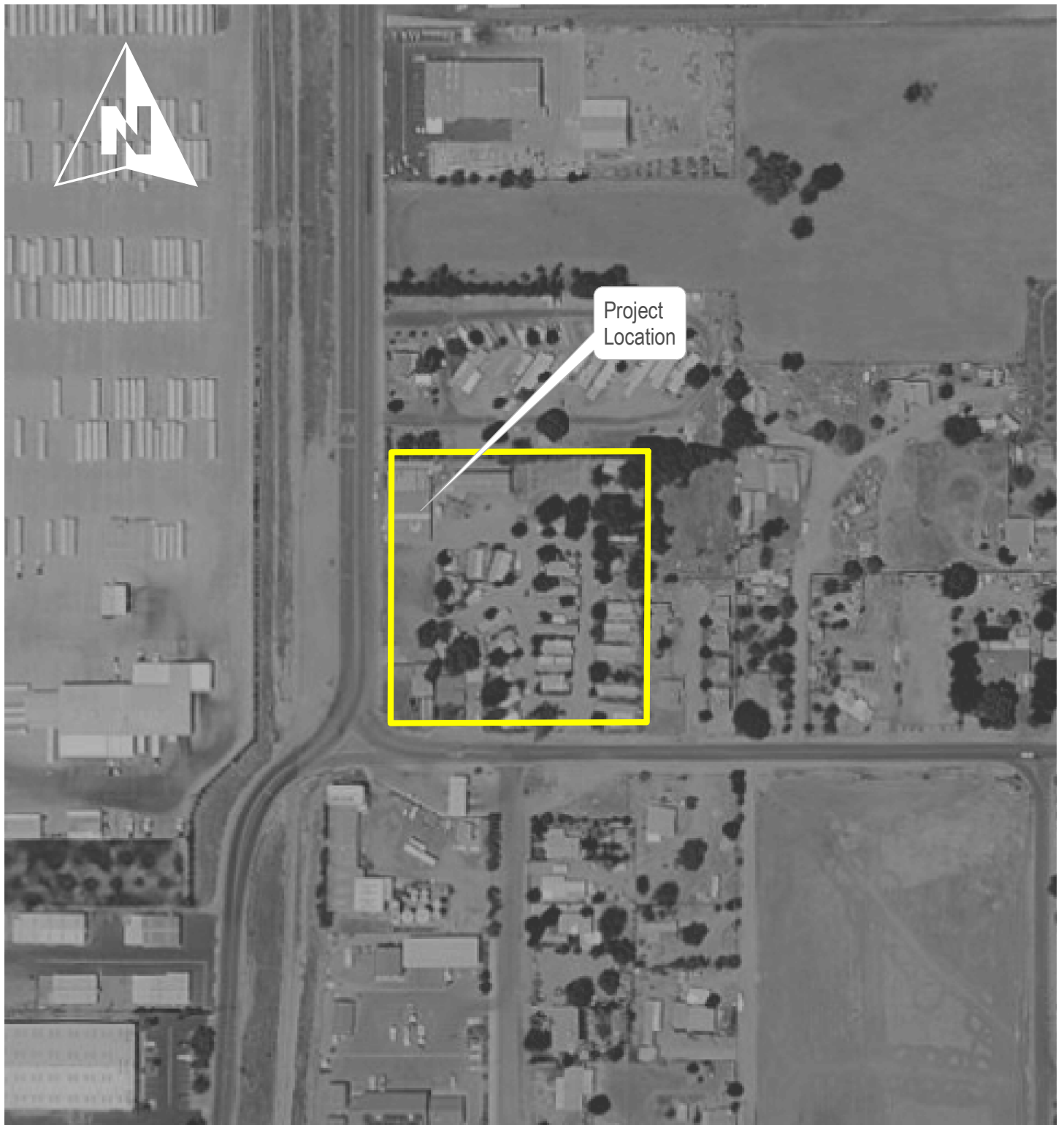
Appropriated/Funded:

Review By:

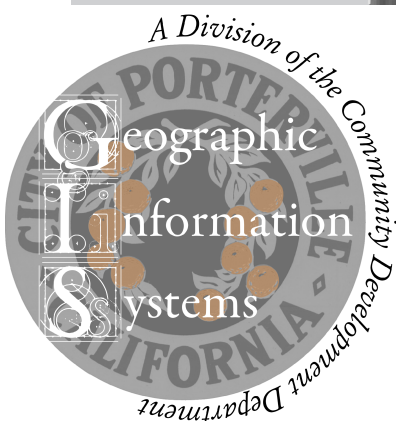
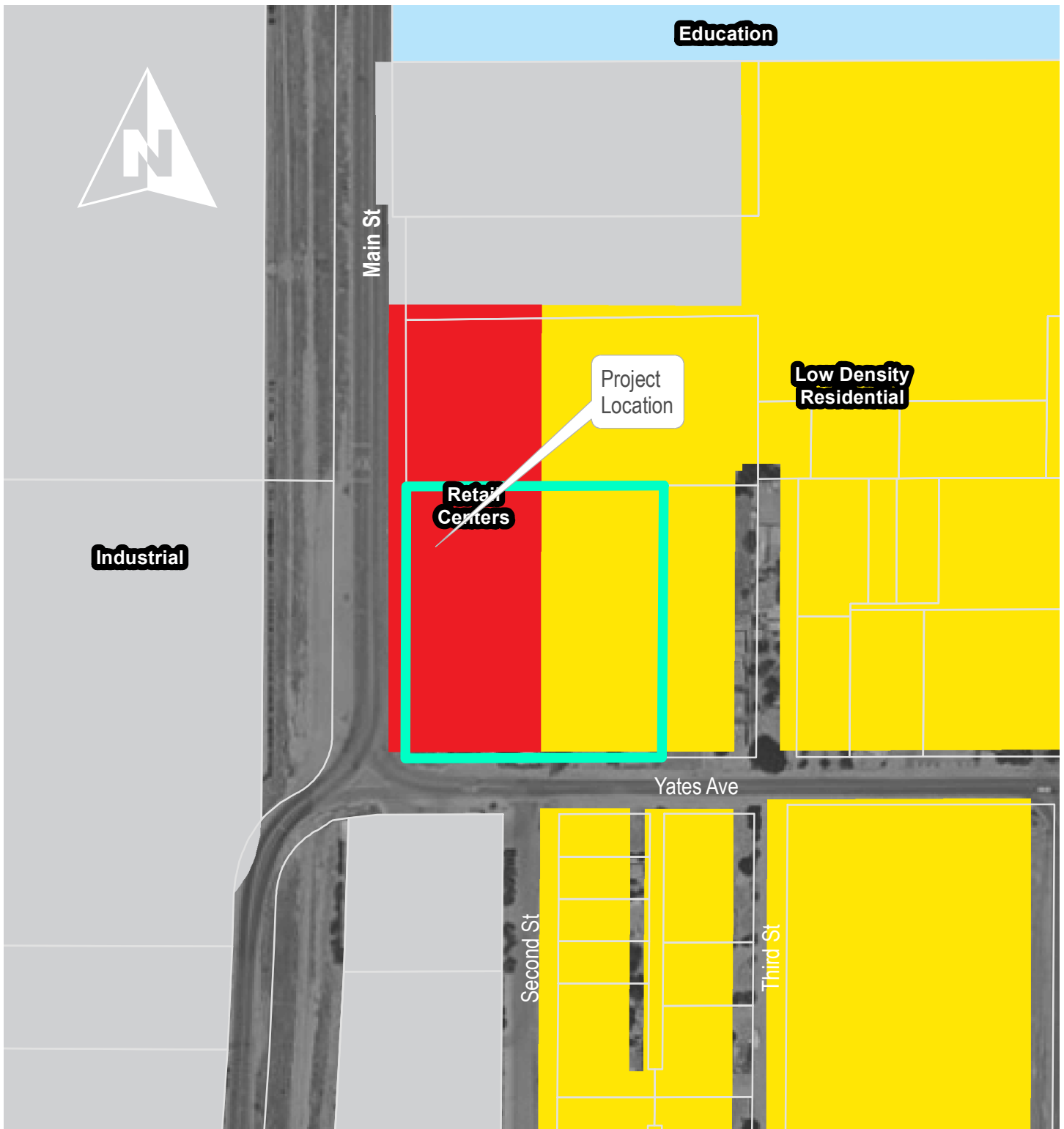
Department Director:

Jenni Byers, Community Development Director

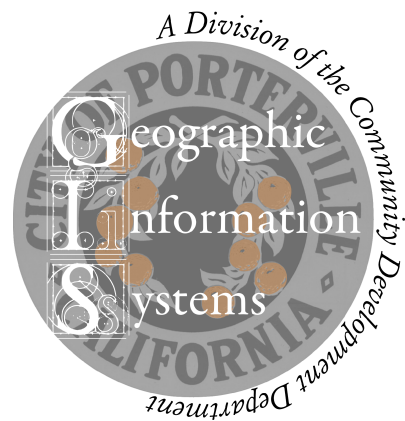
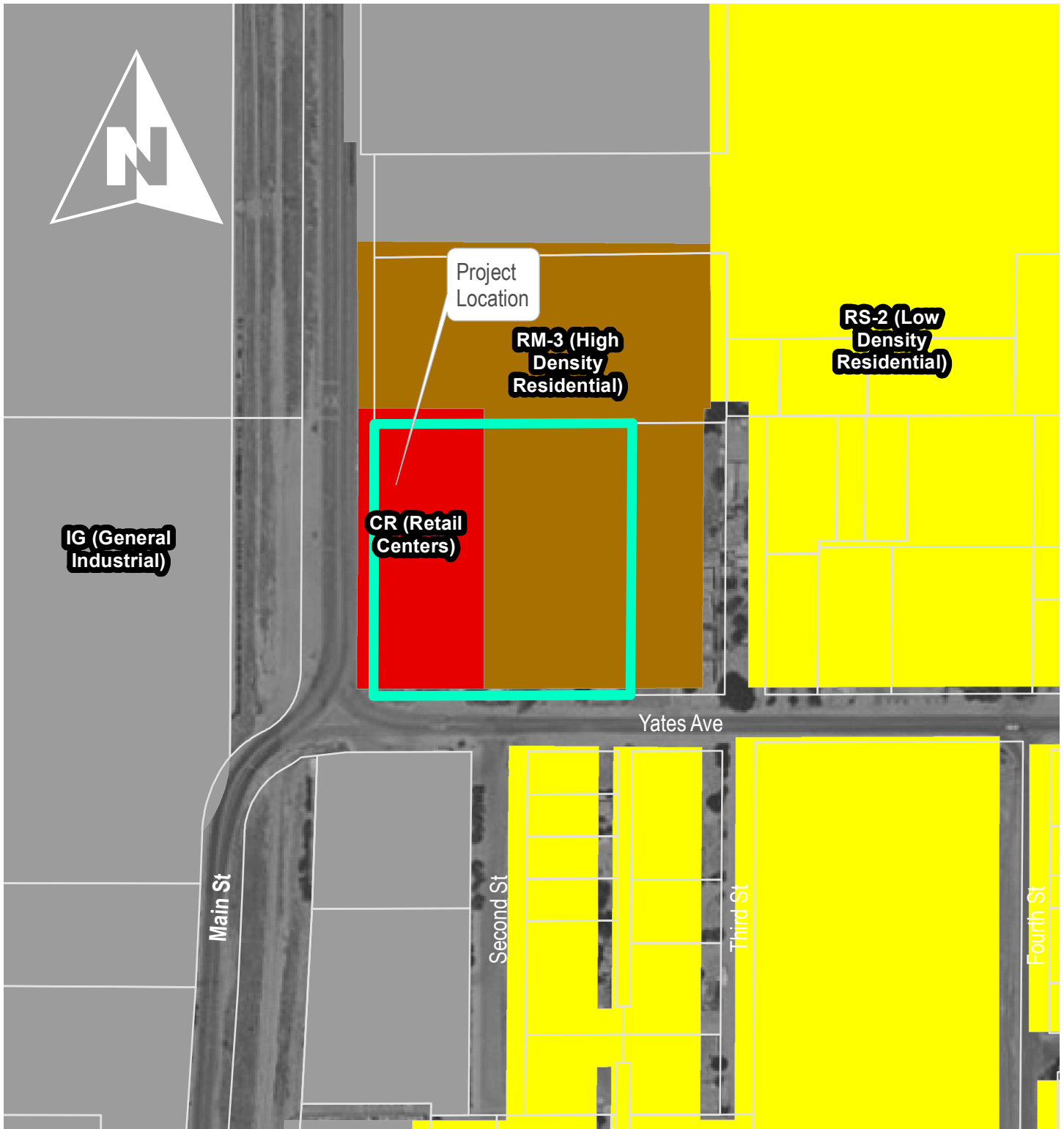
Final Approver: John Lollis, City Manager



PRC 2016-021
CUP for Type 20 White's Market @ 1204 S. Main
Project Locator Map
1" = 200 ft.



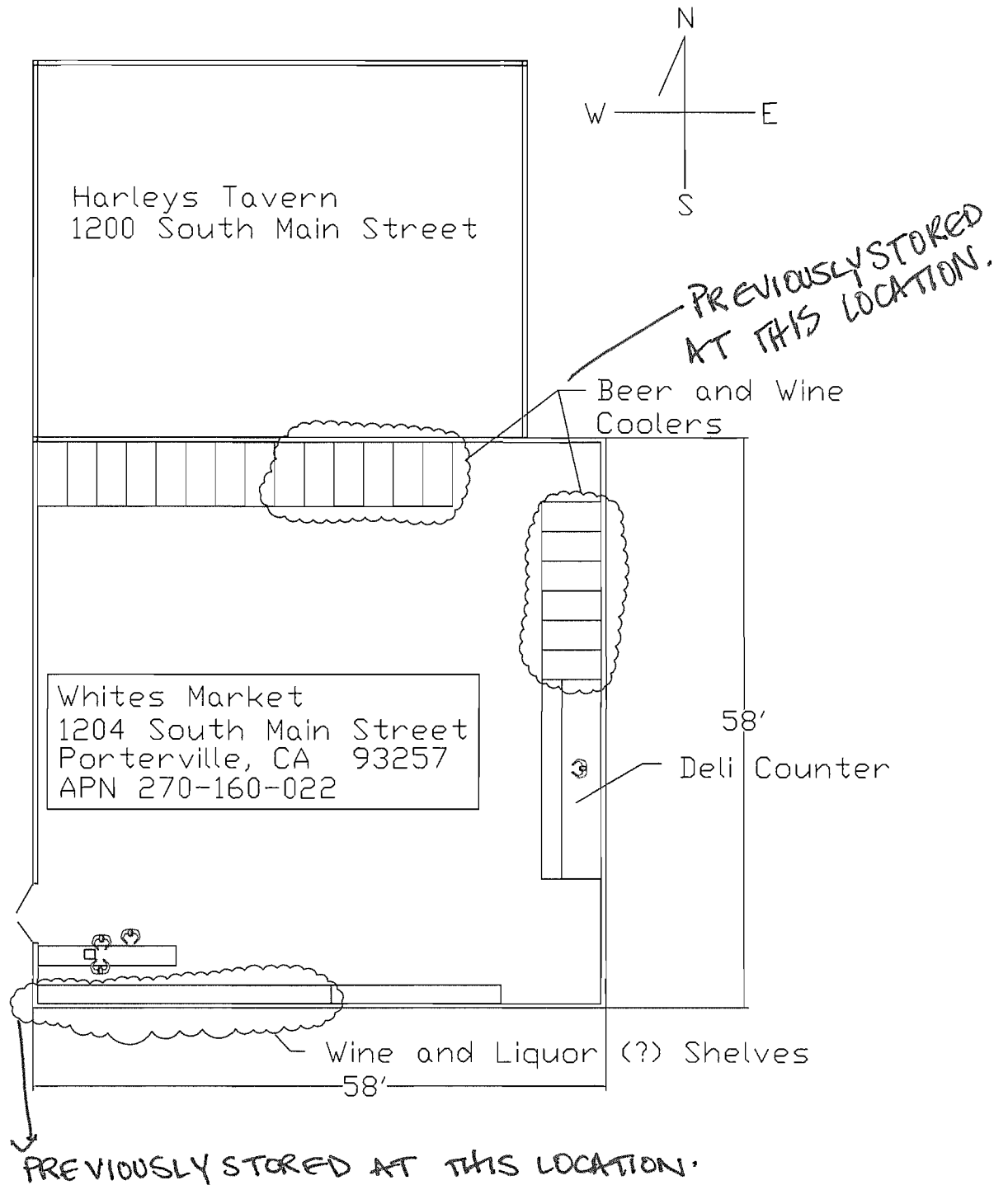
PRC 2016-021
 CUP for Type 20 White's Market @ 1204 S. Main
 General Plan Land Use Map
 1" = 200 ft.

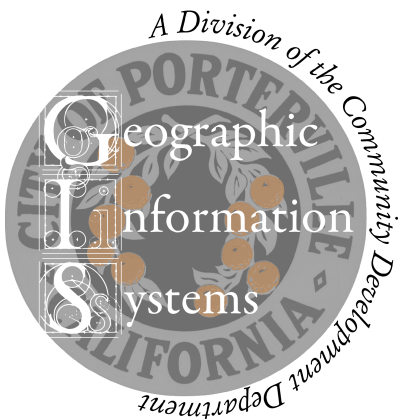
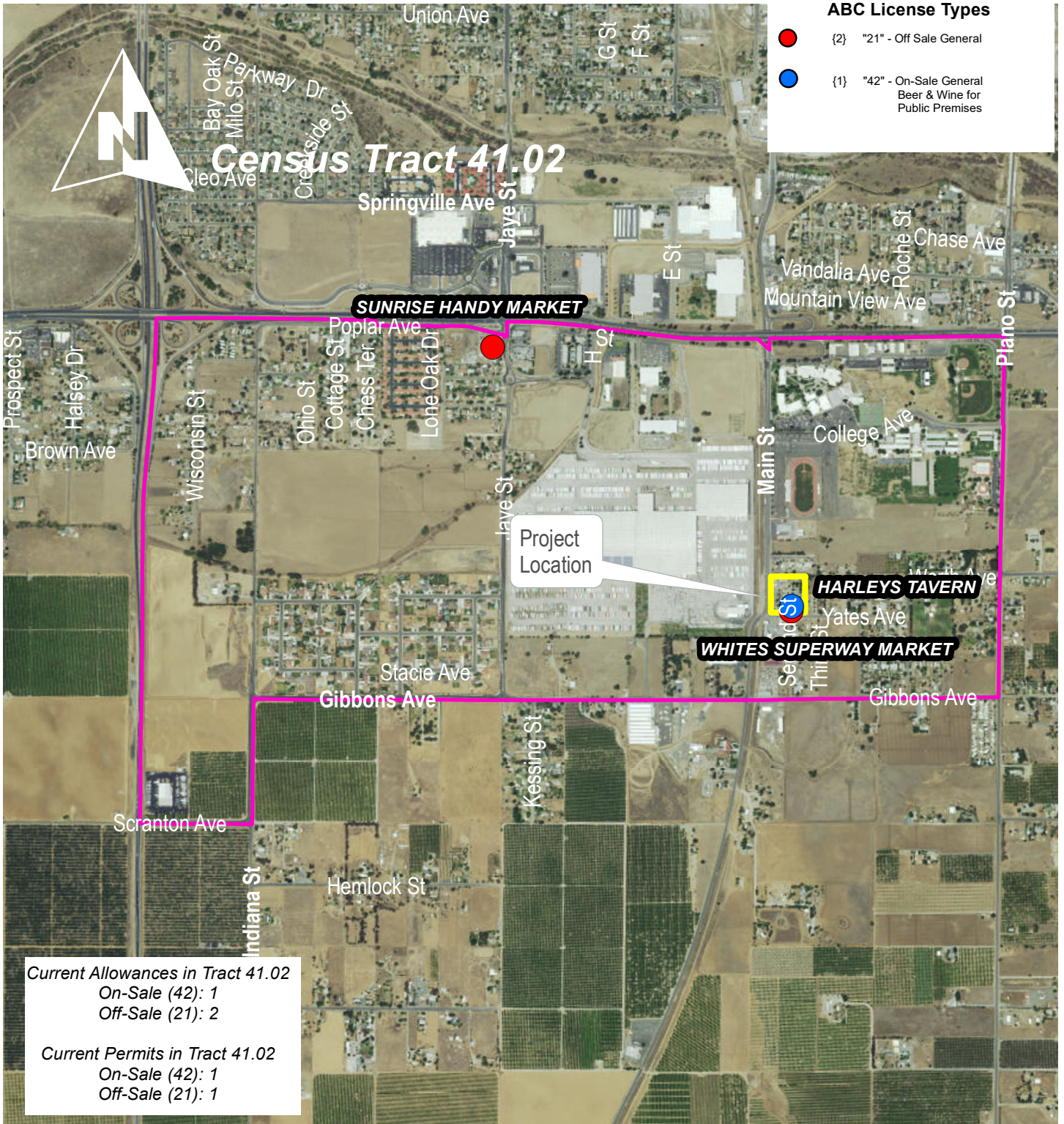


PRC 2016-021
CUP for Type 20 White's Market @ 1204 S. Main
Zoning Land Use Map
1" = 200 ft

Main Street

SCALE: $\frac{1}{16}" = 1'$





PRC 2016-021
 CUP for Type 20 White's Market
 @ 1204 S. Main
 ABC Permit Map
 1" = 1,500 ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE
PERMIT (PRC 2016-021-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
21 OFF-SALE GENERAL (BEER, WINE AND DISTILLED SPIRITS) ALCOHOL LICENSE
FOR WHITE'S MARKET LOCATED AT 1204 S. MAIN STREET

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of September 6, 2016, conducted a public hearing to consider Conditional Use Permit (PRC 2016-021-C) to allow for the sale of alcohol under a Type 21 General (beer, wine and distilled spirits) alcohol license for an existing market located at 1204 S. Main Street; and

WHEREAS: On August 22, 2016, the Environmental Coordinator made a preliminary determination that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301, Existing Facilities, Class 1; and

WHEREAS: The City Council of the City of Porterville authorized the Mayor to sign the Letter of Public Convenience or Necessity due to the over concentration of alcohol licenses within Census Tract 41.02; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

The site is consistent with the General Plan Land Use Designation of Retail Centers. This land use designation is intended to provide for retail uses that meet the local and regional demand and the existing market suits that purpose. The market is a permitted use in the CR designation and alcohol sales may be permitted with a Conditional Use Permit.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned that all activities associated with the consumption of alcohol shall be exclusively confined to the interior of the building. Additionally the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is Categorical Exempt pursuant to CEQA Guidelines §15301, Existing Facilities, Class 1.
4. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 41.02; this tract contains three licenses for alcohol sales: one on-sale and two off-sale. In Census Tract 41.02, one on-sale and one off-sale are permitted without being deemed over-concentrated.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2016-021-C) subject to the following conditions:

1. Census Tract 41.02 contains two licenses for alcohol sales; one on-sale and two off-sale. The California Department of Alcoholic Beverage Control allows a specific number of licenses per census tract population. In Census Tract 41.02, one on-sale and one off-sale are allowed. Due to the over-concentration of on-sale licenses a findings of public convenience or necessity will be required.
2. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council if such modification involves the sale of alcoholic beverages.
3. No alcohol advertising shall be displayed and/or viewed from the outside of the building.
4. Upon approval of the conditional use permit, any future violations of regulations of the codes relating to the sales or consumption of alcohol, and/or excessive service calls by the Police Department resulting from the sales of alcohol may result in revocation of the Conditional Use Permit.
5. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building Codes and all other applicable laws and ordinances.
6. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval of the Type 21 off-sale general (beer, wine and distilled spirits) alcohol license is not active or actively pursued.
7. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
8. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in

compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.

9. The elements of the conditional use permit approving off-site alcohol sales may be subject to modification or revocation if the on-sale license is sanctioned by the State of California.
10. The entire site shall be permanently maintained free of accumulated dirt and litter and in an otherwise neat and attractive manner.
11. The hours of operation during which alcoholic beverages may be sold shall be limited to the Alcohol Beverage Control District's standard of between the hours of 6:00 a.m. – 2:00 a.m. If the store should become open twenty-four hours, alcohol sales shall be prohibited between 2:00 a.m. and 6:00 a.m.
12. The applicant/owner shall maintain all exterior lighting.
13. All activities associated with the proposed use shall be exclusively confined to the interior of the building.
14. A back-flow device is required on the water meter. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.
15. A grease trap or grease interceptor is required.
16. The project must comply with latest applicable codes.
17. Fire extinguishers shall be installed in accordance with the Uniform Fire Code. The placement of extinguishers shall be subject to review by the Fire Department.

PASSED, APPROVED AND ADOPTED this 6th day of September, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

September 6, 2016

California Department of Alcoholic Beverage Control
Fresno District Office
3640 East Ashlan Ave
Fresno, CA 93726
ATTN: Christine Weldon

RE: White's Market 1204 S. Main Street, Porterville, CA

Dear Ms. Weldon:

The City Council of the City of Porterville has elected to approve submittal of this letter regarding the public convenience or necessity to be served through issuance of a Type 21 Off-Sale General (beer, wine and distilled spirits) for White's Market located at 1204 S. Main Street.

Approval of this letter was based on the following:

1. Per Section 23958.4 of the "Business and Professions Code," the subject site is located within Census Tract 41.02 which allows one off-sale license. At the present time two off-sale licenses currently exist in this tract. Due to the over concentrated of on-sale licenses a Letter of Public Convenience or Necessity was required.
2. On September 6, 2016, the City Council conditionally approved Conditional Use Permit (PRC 2016-021-C), review attached resolution, to allow the off-sale of beer, wine and distilled spirits located at 1204 S. Main Street. As a condition of approval, a Letter of Public Convenience or Necessity was required to be approved by the City Council.
3. In consideration of the above, the City Council determined that public convenience or necessity would be served by the issuance of a Type 21 Off-Sale General (beer, wine and distilled spirits) alcohol license in conjunction with an existing market.

Further issuance of an off-sale license allowing beer and wine sales represents a viable economic asset to the community which will contribute tax revenues to the local economy. The site is consistent with the General Plan Land Use Designation of Retail Centers policies that promote accessibility of services and goods within a convenient distance. The proposed Type 21 Off- Sale General, (beer, wine and distilled spirits) license would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and

promote existing businesses in Porterville. The market is permitted in the Retail Center land use designation and alcohol sales may be permitted with review and approval of a Conditional Use Permit.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 21 Off-Sale, General (beer, wine and distilled spirits) license for White's Market located at 1204 S. Main Street.

Sincerely,

Milt Stowe, Mayor

Attachment: Resolution



CITY COUNCIL AGENDA – SEPTEMBER 6, 2016

SUBJECT: Purchase of Police Body-Worn Cameras

SOURCE: Police

COMMENT: At its August 16, 2016 meeting, Council directed staff to move forward with the acquisition of body-worn cameras for the City's law enforcement officers. The Police Department has been preparing for the potential implementation of body-worn cameras for some time, conducting research and reviewing various systems currently available to law enforcement.

In their research, Department staff determined that while several companies offer comparable body-worn cameras, Taser, Inc. is the only vendor which offers a complete system that provides all the additional options needed by the Department. Specifically, Taser, Inc. provides for an "Officer Safety Program" which allows for unlimited storage of body-worn camera video and an electronic control device (Taser) for each officer. These options are not offered by any other company.

Based on this information, the Department field tested several Taser, Inc. body-worn cameras in the latter part of 2015 and found the body-worn cameras themselves met or exceeded expectations. With regard to the unlimited storage of body camera video, Taser, Inc. offers a proven "cloud-based" storage system known as Evidence.com. Through its Evidence.com website, Taser offers a fully integrated cloud storage and retrieval system. This system offers significant benefits to the Department from video management, storage redundancy, security, and ease of use standpoints. Staff has contacted other police agencies who are currently using body-worn camera systems, specifically Taser, Inc. systems. The Evidence.com integrated system was repeatedly lauded for its ease of use with regard to upload, storage, and upkeep of important digital evidence collection.

In addition to their storage system, Taser, Inc. provides an electronic control device (Taser) with each body-worn camera. Currently, the Department has 26 Tasers that are carried by officers working patrol and detectives when working certain details. Because not every officer is assigned a Taser, these Tasers are shared. Tasers cost \$550 each when needed for replacement, something that occurs on average every five years. By providing a Taser with each body-worn camera, the Department will realize an estimated cost savings of approximately \$14,300 every five years.

For the aforementioned reasons, by providing the Taser Axon body-worn

Item No. 17.

camera coupled with their Evidence.com cloud-based storage and the associated electronic control device, only Taser, Inc. fully meets the Department needs. Thus, it is recommended the Department enter into a contract with Taser, Inc. for Department outfitting of body-worn cameras.

A quote was received from Taser, Inc. for the purchase of (53) body-worn cameras. The initial year's cost is \$86,073, which represents a \$22,291.04 discount due to full Department deployment. For the following four years, the annual cost will be \$67,176. The initial year's cost includes necessary infrastructure equipment required to recharge the body-worn camera batteries, as well as upload video data from the body-worn cameras to cloud storage. Each year's cost also includes (53) electronic control devices and holsters, (9) Administration licenses, and technical support (see attached Taser Quotation #Q-81819-1 for specific details). In addition, by entering into this contract, all equipment is fully covered for replacement if broken while employee is on duty.

The Police Department requests Council approval to enter into a contract with Taser, Inc. in accordance with the City's Purchasing Policy & Procedure Manual. With 10 of the 53 body-worn cameras assigned to Measure H personnel, funding for this purchase will be split between the General Fund (81%) and Measure H Fund (19%).

RECOMMENDATION: That the City Council:

1. Authorize Department staff to enter into a five year contract with Taser, Inc. for the purchase of (53) body-worn cameras, (53) electronic control devices with holsters, (10) docking stations, (9) Administration licenses, unlimited cloud storage and associated installation hardware and technical support for \$383,461.39;
2. Authorize payment(s) to Taser, Inc. per contract; and
3. Approve a budget adjustment to increase the Police Department's appropriation in the Measure H Fund for the fiscal year 2016-2017, in the amount of \$16,354 for the first year contract with Taser, Inc.

ATTACHMENTS: 1. Taser Quote

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 550-9024



John Hall
(559) 782-7405
jhall@ci.porterville.ca.us

Quotation

Quote: Q-81819-1
Date: 8/30/2016 9:11 AM
Quote Expiration:
Contract Start Date*: 11/1/2016
Contract Term: 5 years

AX Account Number:
148556

Bill To:
Porterville Police Dept. - CA
291 N. Main Street
Porterville, CA 93257
US

Ship To:
John Hall
Porterville Police Dept. - CA
350 N. D Street
Porterville, CA 93257
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ahmad Abdelrazzak	(480) 463-2131	ahmad@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware + E.com || Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
1	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00	USD 0.00	USD 2,000.00
53	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 21,147.00	USD 0.00	USD 21,147.00
53	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	74022	SM POCKET MOUNT, 4 1/2", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 350.00	USD 350.00	USD 0.00
10	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 14,950.00	USD 0.00	USD 14,950.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
53	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 170.52	USD 341.04	USD 341.04	USD 0.00
53	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
9	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 4,212.00	USD 3,150.00	USD 1,062.00
270	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 62,964.00	USD 18,550.00	USD 44,414.00
2,120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Hardware + E.com Due Net 30 Total Before Discounts:						USD 108,464.04
Hardware + E.com Due Net 30 Discount:						USD 22,391.04
Hardware + E.com Due Net 30 Net Amount Due:						USD 86,073.00

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74022	SM POCKET MOUNT, 4i ₆ ½, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

Year 2 | Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 4,212.00	USD 0.00	USD 4,212.00
270	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 62,964.00	USD 0.00	USD 62,964.00
2,120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Due 2017 Total Before Discounts:						USD 67,176.00
Year 2 Due 2017 Net Amount Due:						USD 67,176.00

Year 3 | Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 4,212.00	USD 0.00	USD 4,212.00
270	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 62,964.00	USD 0.00	USD 62,964.00
2,120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Due 2018 Total Before Discounts:						USD 67,176.00
Year 3 Due 2018 Net Amount Due:						USD 67,176.00

Year 4 | Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 4,212.00	USD 0.00	USD 4,212.00
270	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 62,964.00	USD 0.00	USD 62,964.00
2,120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Due 2019 Total Before Discounts:						USD 67,176.00
Year 4 Due 2019 Net Amount Due:						USD 67,176.00

Year 5 | Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
9	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 4,212.00	USD 0.00	USD 4,212.00
270	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
53	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 62,964.00	USD 0.00	USD 62,964.00
2,120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Due 2020 Total Before Discounts:						USD 67,176.00
Year 5 Due 2020 Net Amount Due:						USD 67,176.00

Subtotal	USD 354,777.00
Estimated Shipping & Handling Cost	USD 433.16
Estimated Tax	USD 28,251.23
Grand Total	USD 383,461.39

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between October 1, 2016 and October 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App

- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-81819-1

Please sign and email to Ahmad Abdelrazzak at ahmad@taser.com or fax to (480) 550-9024

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CITY COUNCIL AGENDA – SEPTEMBER 6, 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 was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

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

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

At its last meeting on August 16th, 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 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 a long-term permanent water connection project for the entire East Porterville area and 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 is preparing to begin a significant City waterline extension project in late 2016 to permanently connect 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.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its April 5th meeting, which the County Board of Supervisors subsequently approved at their May 10th meeting.

In regards to the status of the new well's development and connection to the City's water distribution system, County staff indicate that the well will be in service and connected to the City's system no later than December 2016. The Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of August 16th, with construction expected to begin in September.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21st, and approved by the

Board of Supervisors on Tuesday, June 28th. With the approval of the MOU, it was anticipated that the State would begin the permanent connection of approximately 40 homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional 30 residences as part of the first immediate connections, for up to a total of 70, which the Council approved at its meeting on August 2nd.

County OES and the State Division of Drinking Water (DDW) have recently reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters, etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but in the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

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 Executive Order
3. City-County Well Agreement
4. Memorandum of Understanding

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

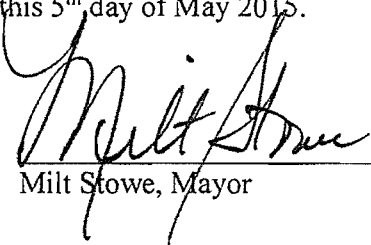
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

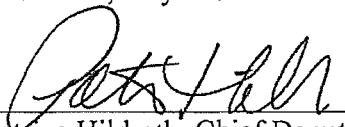
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

Executive Department

State of California

EXECUTIVE ORDER B-37-16 MAKING WATER CONSERVATION A CALIFORNIA WAY OF LIFE

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

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by 23.9% between June 2015 and March 2016 and saving enough water during this period to provide 6.5 million Californians with water for one year; and

WHEREAS severe drought conditions persist in many areas of the state despite recent winter precipitation, with limited drinking water supplies in some communities, diminished water for agricultural production and environmental habitat, and severely-depleted groundwater basins; and

WHEREAS drought conditions may persist in some parts of the state into 2017 and beyond, as warmer winter temperatures driven by climate change reduce water supply held in mountain snowpack and result in drier soil conditions; and

WHEREAS these ongoing drought conditions and our changing climate require California to move beyond temporary emergency drought measures and adopt permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

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

WHEREAS these activities are prioritized in the California Water Action Plan, which calls for concrete, measurable actions that "Make Conservation a California Way of Life" and "Manage and Prepare for Dry Periods" in order to improve use of water in our state.

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 California Government Code sections 8567 and 8571, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

The orders and provisions contained in my January 17, 2014 Emergency Proclamation, my April 25, 2014 Emergency Proclamation, Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 remain in full force and in effect except as modified herein.

State agencies shall update temporary emergency water restrictions and transition to permanent, long-term improvements in water use by taking the following actions.

USE WATER MORE WISELY

1. The State Water Resources Control Board (Water Board) shall, as soon as practicable, adjust emergency water conservation regulations through the end of January 2017 in recognition of the differing water supply conditions across the state. To prepare for the possibility of another dry winter, the Water Board shall also develop, by January 2017, a proposal to achieve a mandatory reduction in potable urban water usage that builds off of the mandatory 25% reduction called for in Executive Order B-29-15 and lessons learned through 2016.
2. The Department of Water Resources (Department) shall work with the Water Board to develop new water use targets as part of a permanent framework for urban water agencies. These new water use targets shall build upon the existing state law requirements that the state achieve a 20% reduction in urban water usage by 2020. (Senate Bill No. 7 (7th Extraordinary Session, 2009-2010).) These water use targets shall be customized to the unique conditions of each water agency, shall generate more statewide water conservation than existing requirements, and shall be based on strengthened standards for:
 - a. Indoor residential per capita water use;
 - b. Outdoor irrigation, in a manner that incorporates landscape area, local climate, and new satellite imagery data;
 - c. Commercial, industrial, and institutional water use; and
 - d. Water lost through leaks.

The Department and Water Board shall consult with urban water suppliers, local governments, environmental groups, and other partners to develop these water use targets and shall publicly issue a proposed draft framework by January 10, 2017.

3. The Department and the Water Board shall permanently require urban water suppliers to issue a monthly report on their water usage, amount of conservation achieved, and any enforcement efforts.

ELIMINATE WATER WASTE

4. The Water Board shall permanently prohibit practices that waste potable water, such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board and the Department shall direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
6. The Water Board and the Department shall direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission shall order investor-owned water utilities to accelerate work to minimize leaks.
7. The California Energy Commission shall certify innovative water conservation and water loss detection and control technologies that also increase energy efficiency.

STRENGTHEN LOCAL DROUGHT RESILIENCE

8. The Department shall strengthen requirements for urban Water Shortage Contingency Plans, which urban water agencies are required to maintain. These updated requirements shall include adequate actions to respond to droughts lasting at least five years, as well as more frequent and severe periods of drought. While remaining customized according to local conditions, the updated requirements shall also create common statewide standards so that these plans can be quickly utilized during this and any future droughts.
9. The Department shall consult with urban water suppliers, local governments, environmental groups, and other partners to update requirements for Water Shortage Contingency Plans. The updated draft requirements shall be publicly released by January 10, 2017.

10. For areas not covered by a Water Shortage Contingency Plan, the Department shall work with counties to facilitate improved drought planning for small water suppliers and rural communities.

IMPROVE AGRICULTURAL WATER USE EFFICIENCY AND DROUGHT PLANNING

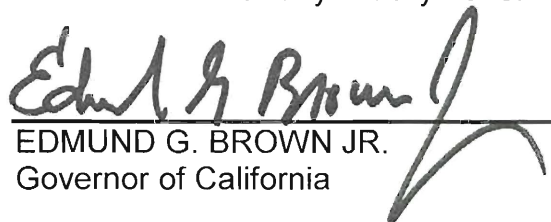
11. The Department shall work with the California Department of Food and Agriculture to update existing requirements for Agricultural Water Management Plans to ensure that these plans identify and quantify measures to increase water efficiency in their service area and to adequately plan for periods of limited water supply.
12. The Department shall permanently require the completion of Agricultural Water Management Plans by water suppliers with over 10,000 irrigated acres of land.
13. The Department, together with the California Department of Food and Agriculture, shall consult with agricultural water suppliers, local governments, agricultural producers, environmental groups, and other partners to update requirements for Agricultural Water Management Plans. The updated draft requirements shall be publicly released by January 10, 2017.

The Department, Water Board and California Public Utilities Commission shall develop methods to ensure compliance with the provisions of this Executive Order, including technical and financial assistance, agency oversight, and, if necessary, enforcement action by the Water Board to address non-compliant water suppliers.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 9th day of May 2016.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. Glick for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

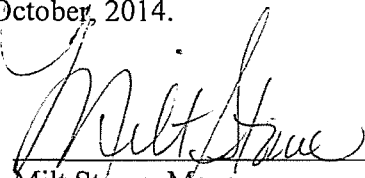
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

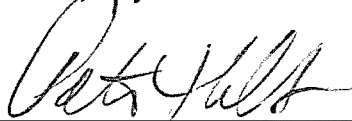
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

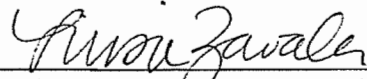
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

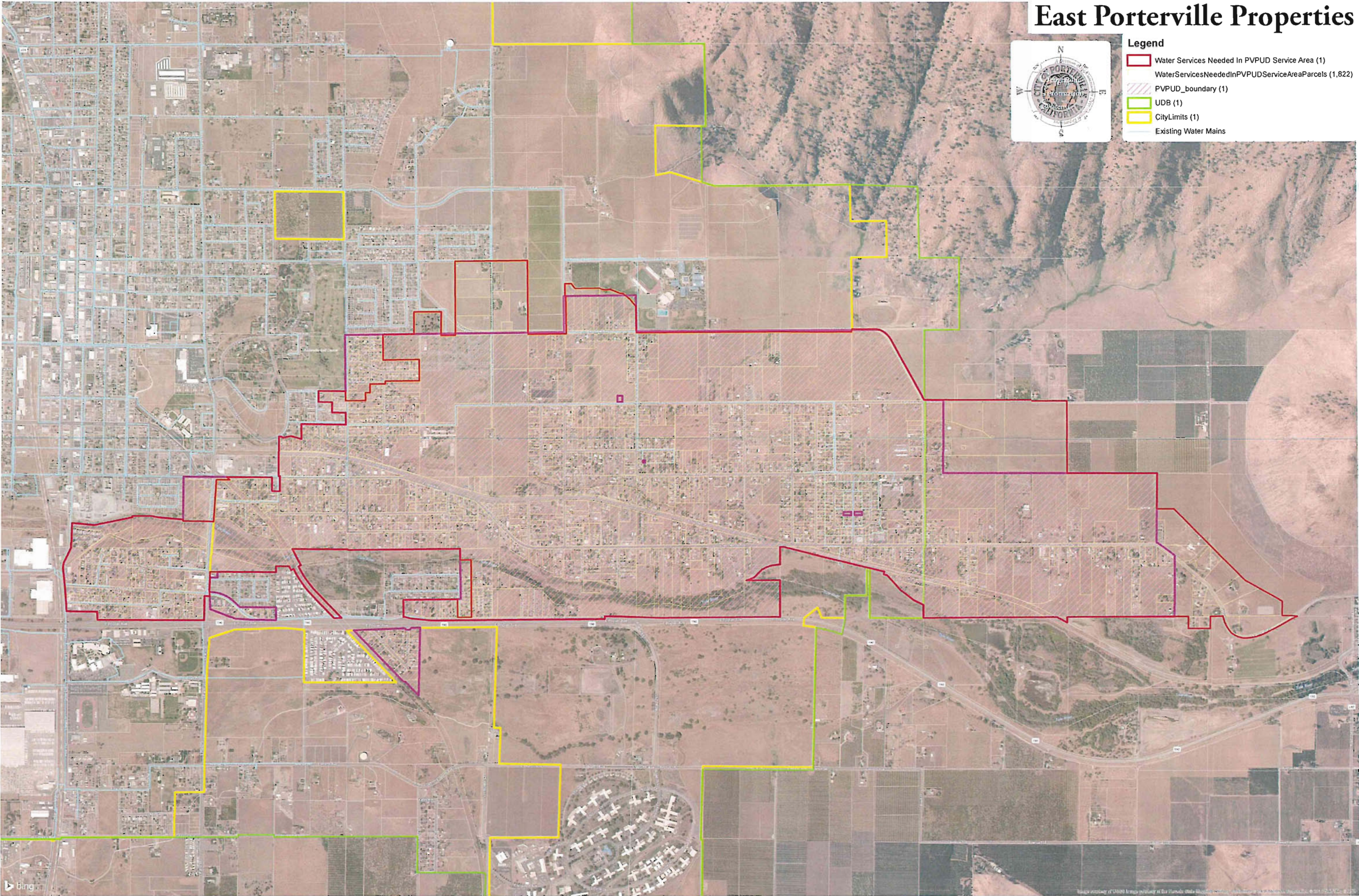
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk

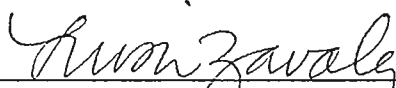

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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

