



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 7, 2017, 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: APN: 253-124-004. Agency Negotiator: John Lollis and Donnie Moore. Negotiating Parties: City of Porterville and Comision Honorifica Mexicana Americana, Inc. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-250-026, 260-250-03, 260-260-002, 260-260-006, 260-310-016, 260-310-042, 260-310-043, 260-320-010, 260-320-032, and 260-320-035. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Dexter J. and Erline Goodell. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Che Johnson, and Steve Kabot. Employee Organizations: Porterville City Firefighters Association and Fire Officer Series.
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Emmanuel V. Andamo et al., Tulare County Superior Court Case No. VCU263182.
- 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** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases, plus 20 potential receivership cases.

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

Pledge of Allegiance Led by

Invocation

PRESENTATIONS

Employee of the Month - Ramon Velasco

AB 1234 REPORTS

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

1. Local Agency Formation Commission (LAFCO) - January 18, 2017
2. Council of Cities - January 18, 2017
3. Eastern Tule Groundwater Sustainability Agency JPA - January 19, 2017
4. Tulare County City Selection Committee - January 23, 2017
5. Tulare County Association of Governments (TCAG) - January 23, 2017
6. Tulare County Economic Development Corp. (TCEDC) - January 25, 2017

REPORTS

This is the time for all staff informational items.

- I. Staff Informational Reports
 1. Building Permit Activity - 2nd Quarter FY 2016/17
 2. Street Performance Measure - 2nd Quarterly Report (October, November, December)
 3. Porterville Golf Course - 2nd Quarter FY 2016/17
 4. Porterville OHV Park - 2nd Quarter FY 2016/17
 5. Attendance Report for City Commissions and Committees -- 2nd Quarter FY 2016/17
 6. Report on Charitable Car Washes

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 November 1, 2016, and November 15, 2016**
Re: Considering approval of the draft Minutes of November 1, 2016, and November 15, 2016.
2. **Request for Approval to Purchase Microsoft Office 365, a Subscription-Based Hosted Version of Microsoft's Email and Calendaring System**
Re: Considering approval of the migration from Exchange 2010 to Office 365 E1 platform at an annual subscription cost of \$16,507.50; and authorization to execute a contract with Global CTI to assist in the migration process for a fee of \$9,960.
3. **Request for Approval to Purchase the Quest DR4300 Disk Backup Appliance**
Re: Considering approval to purchase the Quest DR4300 disk backup appliance from Quest Software, Inc. at a cost of \$24,261.30.
4. **Authorization to Purchase Battery-Electric Transit Buses, Charging Stations, Fareboxes, and ITS Software and Equipment for Transit Electrification Project**
Re: Considering approval of a resolution authorizing a bus purchase contract with GreenPower Motor Company of Porterville, CA for a ten-year period through February of 2027, with an initial purchase of ten buses and eleven charging stations in an amount not to exceed \$9,502,192; a resolution approving an ITS system purchase contract with RouteMatch of Atlanta, GA, for the purchase of a variety of dispatching, communication, vehicle location, passenger counting and analytical tools in an amount not to exceed \$400,000; and a resolution authorizing an electronic farebox system purchase contract with Genfare of Elk Grove Village, IL for the purchase of eleven electronic fareboxes in an amount not to exceed \$163,992.78.
5. **Approval of Easement at Centennial Plaza Parking Lot and Purchase and Installation of Electric Vehicle Charging Stations**
Re: Considering approval of a resolution granting easement across city-owned parcels 253-207-008-000 and 253-207-009-000, located near the intersection of Thurman Avenue and 2nd Street, to Southern California Edison (SCE); authorization to negotiate the purchase of 6 electric vehicle charging stations, installation, and the required 10-year network subscription from ChargePoint, Inc., at a total cost of \$25,803 (plus sales tax and shipping fees to be applied during time of invoicing); and scheduling of a Public Hearing to consider the establishment of a fee structure for the use of the charging stations.
6. **Authorization to Repair City Well 4**
Re: Considering approval of the repair of City Well 4, initiation of a Purchase Order and payment to Valley Pump & Dairy in an amount not to exceed \$11,718.
7. **Authorization to Repair City Well 6**
Re: Considering approval of the repair of City Well 6, initiation of a Purchase Order and payment to Valley Pump & Dairy in an amount not to exceed \$32,536.

8. **Acceptance of Project - Scranton Avenue Water Relocation Project**
Re: Considering acceptance of project from Todd Companies and authorizing the filing of the Notice of Completion for the project consisting of extending the steel water line encasement under State Route 65 at Scranton Avenue for future widening of State Route 65.
9. **Acceptance of Project - Transit Maintenance & CNG Facility Expansion Project**
Re: Considering acceptance of project from RJ Berry Jr, Inc., and authorizing the filing of the Notice of Completion for the project consisting of grading, infilling and paving of two existing ponds, installing a water main for fire protection, installing a storm drain system, constructing two canopies, installing CNG fueling stations and photovoltaic system.
10. **Interim Financial Status Reports**
Re: Considering acceptance of the interim financial status reports for the second quarter ended December 31, 2016.
11. **Quarterly Portfolio Summary**
Re: Considering acceptance of the quarterly Portfolio Summary report.
12. **Approval for Community Civic Event - Porterville Breakfast Rotary - Cancer Center Run - May 6, 2017**
Re: Considering approval of an event to take place on Saturday, May 6, 2017, from 6:00 a.m. to 11 a.m. at Tulsa Street and Putnam Avenue.
13. **Request for Proclamation - 100th Anniversary of the Alta Mira Chapter National Society Daughters of the American Revolution (NSDAR).**
Re: Considering approval of a request to issue a proclamation in recognition of the 100th Anniversary of the Alta Mira Chapter National Society Daughters of the American Revolution (NSDAR).

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

PUBLIC HEARINGS

14. **Annexation 481 - Seventh Day Adventist Church at Linda Vista Avenue and State Route 65**
Re: Consideration of a resolution requesting that the Local Agency Formation Commission take proceedings for Annexation 481, which includes the 2.73± parcel where the Seventh Day Adventist Church is located; a 0.37± acre segment of former Union Pacific Railroad right of way currently owned by the City Of Porterville; a 2.47± acre segment of State Route 65; and public rights of way.

15. Vacation of Median Avenue and Milo Street

Re: Consideration of a Resolution of Vacation of Median Avenue and Milo Street, located on Parcel Map No. 4078; and authorization to record said resolution.

SCHEDULED MATTERS

16. Consideration of Partnership with Sierra View Medical Center for Proposed 2017 Farmers Market

Re: Consideration of a partnership with Sierra View Medical Center for proposed 2017 Farmers Market.

17. Consideration of Appointments to the Transactions and Use Tax (Measure H) Oversight Committee ("TUTOC")

Re: Consideration of appointments to fill four vacancies on the Committee.

18. Consider Establishing a Permit to Allow Residents to Modify the Even/Odd Watering Schedule

Re: Consideration of the establishment of a permit to allow residents to modify the even/odd watering schedule.

19. Consider Establishing a Fine for Violating the City's Sign Ordinance

Re: Consideration of the establishment of a fine for violating the City's Sign Ordinance.

20. Consider Adjustment of Animal Shelter Adoption Fees

Re: Consideration of the adjustment of Animal Shelter adoption fees.

21. Consideration of Scheduling City Council Goal and Priority Setting Session

Re: Consideration of scheduling a City Council goal and priority setting session.

22. 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 February 21, 2017.

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 – FEBRUARY 7, 2017

SUBJECT: 1. Building Permit Activity - 2nd Quarter FY 2016/17

SOURCE: Public Works

COMMENT: Building Permit Activity – 2nd Quarter Report (October, November, December)

The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of October, November, and December 2016. The two main categories include new residential permits issued and new commercial permits issued.

2nd Quarter of FY 2016/2017 compared to 2nd Quarter of FY 2015/2016

New residential permits issued during the 2nd quarter of 2016 (3) are down 62.5% from the 2nd quarter of 2015 (8). One (1) commercial permit was issued during the 2nd quarter of 2016, which is an increase from the same period last fiscal year when no new commercial permits were issued.

Year-to-Date (July 2016 to December 2016)

New residential permits issued this fiscal year (14) are down 50% as compared to the same period last fiscal year (28). New commercial permits issued this fiscal year (4) are up 300% as compared to the same period last fiscal year (1).

RECOMMENDATION: Informational item.

ATTACHMENTS:

1. Building Activity - October 2016
2. Building Activity - November 2016
3. Building Activity - December 2016

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2015 - 10/31/2015 AND
7/1/2016 - 10/31/2016

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	OCTOBER 2016	OCTOBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2016	OCTOBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE	OCTOBER 2016	OCTOBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	1	1	12	21	65,000	157,573	3,074,622	4,631,718	2,538	1,839	27,612	46,655
NEW COMM	0	0	3	1	0	0	3,500,500	600,000	0	0	20,135	5,896
RESID IMPROV	12	18	60	46	63,787	390,944	458,483	624,425	3,886	6,046	20,575	13,993
COMM RESID	5	5	15	24	249,000	485,812	1,020,250	6,662,845	3,028	4,603	17,138	37,583
OTHER	24	49	111	161	199,685	371,328	981,625	1,497,953	4,597	9,312	21,911	30,650
ELECT	36	50	159	201	633,834	752,593	2,549,762	3,014,619	7,478	10,241	31,693	39,734
PLUMB	24	29	161	149	0	0	3,110	8,500	3,467	3,529	22,922	19,822
TOTALS	102	152	521	603	1,211,306	2,158,250	11,588,352	17,040,060	24,995	35,570	161,985	194,333

	NEW DWELLING UNITS TOTALS			
	OCTOBER 2016	OCTOBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	1	1	12	21
TOTAL	1	1	12	21


 CHIEF BUILDING OFFICIAL

**CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2015 - 11/30/2015 AND
7/1/2016 - 11/30/2016**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	NOVEMBER 2016	NOVEMBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2016	NOVEMBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE	NOVEMBER 2016	NOVEMBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	0	4	12	25	0	868,369	3,074,622	5,500,087	0	8,522	27,612	55,177
NEW COMM	0	0	3	1	0	0	3,500,500	600,000	0	0	20,135	5,896
RESID IMPROV	18	9	78	55	228,000	455,600	686,483	1,080,025	6,717	4,746	27,292	18,739
COMM RESID	8	5	23	29	1,780,771	124,200	2,801,021	6,787,045	9,887	1,738	27,025	39,320
OTHER	32	31	143	192	329,473	368,827	1,311,098	1,866,780	6,470	6,172	28,381	36,822
ELECT	35	42	194	243	679,321	602,000	3,229,083	3,616,619	7,028	8,180	38,721	47,914
PLUMB	32	42	193	191	0	1,250	3,110	9,750	3,721	5,660	26,643	25,482
TOTALS	125	133	646	736	3,017,565	2,420,246	14,605,917	19,460,306	33,823	35,018	195,808	229,350

	NEW DWELLING UNITS TOTALS			
	NOVEMBER 2016	NOVEMBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	0	4	12	25
TOTAL	0	4	12	25


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2015 - 12/31/2015 AND
7/1/2016 - 12/31/2016

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	DECEMBER 2016	DECEMBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2016	DECEMBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE	DECEMBER 2016	DECEMBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	2	3	14	28	358,710	413,929	3,433,332	5,914,016	3,799	7,124	31,411	62,301
NEW COMM	1	0	4	1	185,000	0	3,685,500	600,000	4,674	0	24,809	5,896
RESID IMPROV	13	13	91	68	256,703	138,200	943,186	1,218,225	6,275	6,205	33,567	24,944
COMM RESID	4	5	27	34	81,000	312,000	2,882,021	7,099,045	1,781	9,819	28,806	49,140
OTHER	14	25	157	217	131,090	242,694	1,442,188	2,109,474	2,695	4,952	31,076	41,774
ELECT	23	56	217	299	295,754	749,472	3,524,837	4,366,091	4,400	11,557	43,121	59,471
PLUMB	31	49	224	240	0	0	3,110	9,750	3,377	5,925	30,020	31,407
TOTALS	88	151	734	887	1,308,257	1,856,295	15,914,174	21,316,601	27,001	45,582	222,810	274,933

	NEW DWELLING UNITS TOTALS			
	DECEMBER 2016	DECEMBER 2015	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	2	2	14	27
MULTI FAMILY	0	0	0	0
TOTAL	2	2	14	27



 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: 2. Street Performance Measure - 2nd Quarterly Report (October, November, December)

SOURCE: Public Works

COMMENT: The purpose of this staff report is to provide Council with an update on progress made on street reconstruction, overlay, micro-surfacing, and pothole repair efforts for the 2nd quarter (October, November, December) of FY 2016/2017.

For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

The recent winter months of rain have created quite the pothole nuisance for the community. The attachments represent an upward trend when comparing past practices during the drought years. This statement can be derived from the attachments and upon commencement of the quarterly report, the anticipated quantity (8000 sq. ft.) of pothole repairs were based on normal practices during dryer seasons. The repairs during this reporting period is almost double the repairs for the first quarter and far exceeds the anticipated efforts for the entire fiscal year (10,761 sq. ft.).

Major reconstruction of the Lime Street Reconstruction Project is under construction by MAC General Engineering and unfortunately this project is under a winter suspension. Work is limited to concrete improvements so as to improve the access to and from residential properties during the suspension. Henderson Avenue Reconstruction Project is scheduled for a summer project during this fiscal year.

Micro-surfacing of Plano Street between SR 190 and Henderson Avenue is still under design. Most of the design efforts are focused on removal and replacement of street intersection curb ramps and making them access compliant, which is now a Federal requirement for all micro-surfacing projects. This effort is virtually complete and now most of the design efforts are focused on replacing segments of water mains that are past their useful life.

Main Street between Morton Avenue and Olive Avenue is also still under design. Through research and review, staff determined an access compliance exception that relates to "blended transitions" (flush interface between sidewalk and street) that are currently in place along Main Street in the Downtown area. However, the design has turned to an economical analysis as micro-surfacing may not be the best approach to this project. The results of the Main Street project economic analysis has forced staff to transition to a full reconstruction project. Additional sampling and analysis are still forth coming and necessary to

fully complete the design efforts. The attachment is currently reflecting this project as a full reconstruction project.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. 2nd Quarter Report
 2. 1st Quarter Report

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

2nd QUARTER REPORT - October 1, 2016 - December 31, 2016

1st QUARTER REPORT - July 1, 2016 - September 30, 2016



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: 3. Porterville Golf Course - 2nd Quarter FY 2016/17

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the Second Quarter FY 2016/17.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. 2nd Quarter FY 2016/2016

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Oct-15	Oct-16	Nov-15	Nov-16	Dec-15	Dec-16
9-hole	252	255	284	229	194	170
18-hole	46	56	91	62	56	24
Repeat 9	380	426	335	393	254	245
Monthly tickets	42	43	44	64	51	47
9 hole cart	184	135	167	149	117	120
18 hole cart	76	45	84	52	40	41
Repeat cart	182	194	141	194	109	126
Golfers	1802	1627	1837	1502	1283	1111
Total	\$15,477.00	\$14,821.00	\$16,127.00	\$13,892.00	\$11,801.00	\$10,735.00

FOOTGOLF

	Oct-15	Oct-16	Nov-15	Nov-16	Dec-15	Dec-16
18-hole adult	0	0	5	8	2	1
18-hole youth	0	0	0	4	6	0
Cart rental	0	0	1	0	0	0
Ball rental	0	0	0	0	0	0
Party	0	0	0	0	0	0
Total	\$0.00	\$0.00	\$61.00	\$100.00	\$50.00	\$10.00

GRAND TOTAL	\$15,477.00	\$14,821.00	\$16,188.00	\$13,992.00	\$11,851.00	\$10,745.00
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CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: 4. Porterville OHV Park - 2nd Quarter FY 2016/17

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville OHV Park for informational purposes. The report reflects the Second Quarter FY 2016/17.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. OHV Ridership 2nd Q FY 2016/17

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Oct-15	Oct-16	Nov-15	Nov-16	Dec-15	Dec-16
Riders	57	98	142	115	38	41
Revenue	\$1,154.00	\$1,786.00	\$2,835.00	\$2,282.00	\$762.00	\$814.00



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: 5. Attendance Report for City Commissions and Committees -- 2nd Quarter FY 2016/17

SOURCE: Administrative Services

COMMENT: At the Council's request, staff is herein providing for informational purposes the attendance records as of the 2nd Quarter FY 2016-17 for the following City Commissions and Committees:

Parks & Leisure Services Commission
Library & Literacy Commission
Arts Commission
Animal Control Commission
CDBG Advisory & Housing Opportunity Committee
Transactions and Use Tax (Measure H) Oversight Committee

RECOMMENDATION: Information only.

ATTACHMENTS:

1. Parks & Leisure Services
2. Library & Literacy Commission
3. Arts Commission
4. Animal Control Commission
5. CDBG Advisory Committee
6. Transactions & Use Tax Oversight Comm

Appropriated/Funded:

Review By:

Department Director:
Final Approver: John Lollis, City Manager

Parks & Leisure Services Commissioner's Record of Attendance

	2016	2016	2016	2016	2016	2016	2017	2017	2017	2017	2017	2017	
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	7	11	1	6	3	8							
Rocco Calantone	**	P	E	P	P	P							FT Exp 10/19
Monte Moore	**	E	P	P	P	P							FT Exp 10/17
Leticia Lupio	**	P	E	P	P	P							FT Exp 10/17
Rick Vafeades	**	P	P	P	P	E							FT Exp 10/17
Richard Rankin	**	P	P	P	P	P							PUSD Rep.
Carroll Land	**	E	E	P	P	P							FT Exp 10/19
Rachel Lucero	**	P	P	E	P	P							FT Exp 10/19
Shannon Bennett	**	A	Resigned										

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2015	2015	2015	2015	2015	2015	2016	2016	2016	2016	2016	2016	
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	2	6	3	1	5	3	7	4	3	7	5	2	
Rocco Calantone	**	P	P	E	P	P	P	P	*	P	E	**	FT Exp 10/19
Monte Moore	**	P	P	P	P	P	P	P	*	P	P	**	FT Exp 10/17
Leticia Lupio	**	P	P	A	P	P	P	P	*	P	P	**	FT Exp 10/17
Rick Vafeades	**	E	P	P	P	P	P	P	*	P	P	**	FT Exp 10/17
Richard Rankin	**	P	P	P	P	P	E	E	*	P	P	**	PUSD Rep.
Carroll Land	**	P	E	T	P	P	P	P	*	P	P	**	FT Exp 10/19
Shannon Bennett	**	P	A	P	E	P	P	P	*	E	E	**	FT Exp 10/17
Rachel Lucero	**	P	P	P	P	P	P	P	*	P	P	**	FT Exp 10/19
Totals	N/A	7	6	6	7	8	7	7		7	6		

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2014	2014	2014	2014	2014	2014	2015	2015	2015	2015	2015	2015	
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
	**	7	4	2	6	4	8	5	5	2	7*	4	
Rocco Calantone		P	P	P	P	P	P	P	P	P	P	P	FT Exp 10/15
Monte Moore		P	P	P	P	P	P	P	E	P	E	P	FT Exp 10/13
Leticia Lupio		P	E	P	P	P	P	P	P	P	E	P	FT Exp 10/13
Rick Vafeades		P	P	P	P	P	P	P	P	P	P	E	FT Exp 10/13
Richard Rankin		P	A	P	P	P	E	P	E	P	P	P	PUSD Rep.
Carroll Land		P	P	A	P	P	P	P	P	P	E	E	FT Exp 10/15
Shannon Bennett		P	P	E	A	P	P	P	P	P	A	P	FT Exp 10/13
Eric Mendoza		P	P	Resigned									
Derric Salazar		Appointed 2/15							P	P	Resigned		
Totals	N/A	8	6	5	6	7	6	8	6	7	3	5	

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

As of: December 31, 2016

■ = Summer Hiatus

[illegible]

**Arts Commission
Attendance Records**

As of: December 31, 2016

	2016 24-Aug	2016 14-Sep	2016 26-Oct	2016 23-Nov	2016 28-Dec	2016	2016	2016	
Deana Worthington	P	P	*	*	*				
Joan Givan	P	P	*	*	*				
Judith Halloway	P	P	*	*	*				
Mel Gosage	A	P	*	*	*				
Donna Selma	P	P	*	*	*				
Hector Marquez	A	A	*	*	*				
Vacant									

* No meeting due to lack of quorum.

	2015 16-Dec	2016 28-Jan	2016 24-Feb	2016 16-Mar	2016 20-Apr	2016 25-May	2016 22-Jun	2016 20-Jul	
Deana Worthington	P	*	P	P	*	P	P	P	
Joan Givan	P	*	P	P	*	P	A	P	
Judith Halloway	P	*	A	A	*	P	P	P	
Mel Gosage	P	*	P	P	*	A	P	P	
Donna Selma						P	P	A	
Hector Marquez						A	A	A	
Vacant									

* No meeting due to lack of quorum.

	2015 29-Apr	2015 20-May	2015 24-Jun	2015 22-Jul	2015 26-Aug	2015 23-Sep	2015 28-Oct	2015 25-Nov	
Deana Worthington	P	P	*	P	P	*	*	*	
Joan Givan	P	P	*	P	P	*	*	*	
Judith Halloway	A	P	*	E	P	*	*	*	
Mel Gosage	P	P	*	P	P	*	*	*	
Vacant									
Vacant									
Vacant									

* No meeting due to lack of quorum.

	2014 23-Jul	2014 24-Sep	2014 22-Oct	2014 26-Nov	2014 Dec	2015 Jan	2015 Feb	2015 Mar	
Deana Worthington	P	P	P	P	*	*	P	P	
Vacant					*	*			
Vacant					*	*			
Joan Givan	P	P	P	P	*	*	P	P	
Judith Halloway	P	A	A	A	*	*	P	P	
Mel Gosage	P	A	A	A	*	*	P	P	
Brenda Carrasco	P	Resigned 8/2014							

* No meeting due to lack of quorum.

**Animal Control Commission
Attendance Records**

As of: December 31, 2016

	2016 11-Jul	2016 8-Aug	2016 9-Sep	2016 10-Oct	2016 14-Nov	2016 12-Dec	2016	Notes:
Margaret Land	A	P	P	P	P	P		
Daniel Penaloza	P	P	P	P	A	P		
Florenza Pizanis	P	P	P	P	P	P		
Maritza Altamirano	P	P	P	P	P	P		
Richard Stadtherr	P	P	P	P	P	P		

	2016 7-Mar	2016 4-Apr	2016 18-Apr	2016 12-May	2016 16-May	2016 6-Jun	2016 20-Jun	Notes:
Maureen Hamilton	A	A	*	A	*	*	*	Resigned 05/16.
Margaret Land	P	P	*	P	*	*	*	
Debbie Arthur	P	P	*	P	*	*	*	Resigned 05/16.
Melanie Huerta	P	P	*	P	*	*	*	Resigned 05/16.
Daniel Penaloza		P	*	P	*	*	*	

* Cancelled due to lack of quorum.

	2015 27-Oct	2015 2-Nov	2015 7-Dec	2016 4-Jan	2016 18-Jan	2016 1-Feb	2016 22-Feb	Notes:
Maureen Hamilton	P	E	P	P	A	A	*	
Margaret Land	P	P	A	P	P	P	*	
Debbie Arthur	P	P	P	P	P	P	*	
Shawn Schwartzenberger	P	P	P	P	P	P	*	
Melanie Huerta			P	P	P	P	*	Appointed 11/17/15

	2015 6-Jul	2015 28-Jul	2015 3-Aug	2015 14-Sep	2015 18-Sep	2015 5-Oct	2015 19-Oct	Notes:
Kathy Guinn	P	E	cancelled	P	E			Resigned 09/28/15
Maureen Hamilton	P	P	cancelled	P	P	P	P	
Margaret Land	P	P	cancelled	E	E	P	P	
Debbie Arthur	P	P	cancelled	P	P	P	P	
Shawn Schwartzenberger	P	P	cancelled	P	P	P	P	

	2015 5-Jan	2015 19-Jan	2015 2-Feb	2015 2-Mar	2015 7-Apr	2015 4-May	2015 1-Jun	Notes:
Kathy Guinn	P	P	P	P	P	P	P	
Maureen Hamilton	P	P	E	P	P	P	P	
Margaret Land	P	P	P	E	E	P	E	
Vacant								
Shawn Schwartzenberger	P	P	P	P	P	P	P	

**CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Records**

As of: December 31, 2016

Committee Member	Reg. Mtg 4/27/2015	Reg. Mtg 3/28/2016	Reg. Mtg	Reg. Mtg	Reg. Mtg
Pat Contreras	P	A			
Linda Mendez	P	A			
Grace Munoz-Rios	P	P			
Doug Heusdens	P	P			
Rebecca Vigil	P	P			
Kelle Jo Lowe	P	P			
Maria Gonzalez	P	A			

Committee Member	Year Originally Appointed	Reg. Mtg 3/14/2011	Reg. Mtg 3/12/2012	Reg. Mtg 3/11/2013	Reg. Mtg 3/10/2014
Pat Contreras	1988	P	P	P	P
Linda Olmedo	1997	P	P	P	P
Grace Munoz-Rios	1992	P	P	P	A
Doug Heusdens	2012	N/A	P	P	P
John Dennis	1998	P	P	A	P
Rebecca Vigil	2008	P	P	A	P
Kelle Jo Lowe	2009	P	P	P	P

This Committee typically meets on an annual basis in March.

**Transactions and Use Tax Oversight Committee
Attendance Records**

As of: December 31, 2016

	2015 8-Oct	2015 18-Nov	2016 11-Feb	2016 12-May	2016 30-Jun	2016 25-Aug	2016 22-Nov	
Khris Saleh	A	A	A	**	Term ended			
John Simonich	P	A	P	**	P	P	P	
Raheel Mann	A	A	A	**	Resigned			
Gail Lemmen	P	P	P	**	Term ended			
Margaret Stinson	P	P	P	**	P	P	A	
Janet Meister	P	P	A	**	Term ended			
Kathleen "Kat" Harris	P	P	P	**	P	P	P	
Russell "Buck" Fletcher	P	P	P	**	P	P	P	
Salvador Estrada, Jr.	P	A	P	**	Term ended			
Titus Moore					P	P	P	
Richard Stadtherr					P	A	P	

	2014 7-Aug	2014 22-Oct	2014 12-Nov	2015 14-Jan	2015 11-Feb	2015 6-May	2015 25-Jun	
Khris Saleh	A	P	P	P	P	P	A	
John Simonich	P	P	A	A	P	P	P	
Raheel Mann	P	P	A	A	P	A	A	
Gail Lemmen	P	P	P	P	P	P	P	
Margaret Stinson	P	P	P	P	P	P	P	
Janet Meister	P	A	P	A	P	P	P	
Bill Nebeker	A	A	Resigned effective 10/30/14					
Kathleen "Kat" Harris	P	P	P	P	A	P	P	
Russell "Buck" Fletcher	P	P	P	P	P	P	P	
Salvador Estrada, Jr.	A	P	P	P	P	P	P	

** No meeting held due to lack of quorum.

	2013** 23-May	2013** 30-May	2013 13-Jun	2013 8-Aug	2013 7-Nov	2014 13-Mar	2014 1-May	
Gary Mekeel	-	-	A	A	Resigned effective 8/13/13			
Khris Saleh	-	-	A	P	P	A	P	Apptd 04/2010 thru 05/2012
Charles Webber	-	-	P	Resigned effective 6/30/13				
John Simonich	-	-	A	P	P	P	P	Apptd. 01/2011 thru 05/2014.
Michael MacDonald	-	-	P	P	P	P	P	Apptd 01/2011 thru 05/2014.
Gail Lemmen	-	-	P	P	P	P	A	Apptd 09/2010 thru 05/2012.
John Dennis	-	-	P	P	P	P		Resigned 3/2014.
Margaret Stinson	-	-	P	A	P	P	A	Apptd 05/2012.
Janet Meister	-	-	P	P	P	P	P	Apptd 08/2012.
Bill Nebeker	-	-	A	P	P	P	A	Apptd. 02/12.
Kathleen "Kat" Harris	Appt. 6/30/13			P	P	P	A	
Russell "Buck" Fletcher	Appt. 8/2013				P	P	P	

** No meeting held due to lack of quorum.



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: 6. Report on Charitable Car Washes

SOURCE: Finance

COMMENT In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four car washes by a charitable organization in a calendar year. For the period of January 1 to December 31, 2016, the following car washes occurred within the City.

<u>Date</u>	<u>Name of Organization</u>	<u>Location of Car Wash</u>
4/9/16	Burton Horizon Academy	Burton Pathways Charter Academy - 1414 W. Olive Ave.

RECOMMENDATION: Information only.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: City Council Minutes of November 1, 2016, and November 15, 2016

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of November 1, 2016, and November 15, 2016, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of November 1, 2016, and November 15, 2016.

ATTACHMENTS:

1. Draft Minutes of 11/01/2016
2. Draft Minutes of 11/15/2016

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 and
MARRIOTT TIMBER LODGE LOBBY, 4100 LAKE TAHOE BLVD
SOUTH LAKE TAHOE, CA 96150
NOVEMBER 1, 2016, 6:30 PM**

Called to Order at 6:34 p.m.

Roll Call: Council Member Reyes, Council member Ward (attending via telephone),
Council Member Gurrola, Vice Mayor Hamilton, Mayor Stowe

Pledge of Allegiance Led by Cub Scout Pack 3116
Invocation – one individual participated.

PRESENTATIONS

Employee of the Month -- Vince Madrigal
Outstanding Business -- OACYS Technology
Patriotic Pride Hydrant Contest
Chamber of Commerce Quarterly Report

AB 1234 REPORTS

1. California Air Resources Board meeting (CARB) – October 20, 2016
Council Member Gurrola reported on the award of \$10M in grant funds for the electric transit buses; and thanked staff for their efforts.
2. Tulare County Economic Development Corp. (TCEDC) - October 26, 2016
Council Member Reyes reported on the promotion of staff member Frank Miramontes to Vice President of Marketing.
3. Tulare County Association of Governments (TCAG) - October 26, 2016
Council Member Gurrola reported on a breakfast meeting with President of Union Pacific Lance Fritz regarding maintenance of rail and partnerships with cities.

REPORTS

- I. Staff Informational Reports
 1. Porterville Golf Course - 1st Quarter FY 2016/2017
 2. Porterville OHV Park - 1st Quarter FY 2016/2017
 3. Building Permit Activity - 1st Quarterly Report (July, August, September)
 4. Street Performance Measure - 1st Quarterly Report (July, August, September)
 5. Code Enforcement Activity - 1st Quarter FY 2016/2017
 6. Report on Charitable Car Washes
 7. Attendance Report for City Committees and Commissions - 1st Quarter FY 2016/17
 8. California Air Resources Board (CARB) Action on San Joaquin Valley Air Pollution Control District's Moderate Plan for 2012 PM2.5 Standard

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, spoke in support of proactive code enforcement efforts as a revenue generator.

CONSENT CALENDAR

At staff's request, Item No. 6 was removed from the Agenda for consideration.

Community Development Director Jenni Byers stated that the funding source identified in Item No. 3, Housing-Related Parks Program was incorrect, and that it should read Community Development Block Grant.

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Vice Mayor Cameron Hamilton that the City Council approve Items Nos. 1-5, and 7-11 noting staff's correction of funding source pertaining to Item No. 3. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF AUGUST 4, 2015, AUGUST 18, 2015, AND OCTOBER 25, 2016

Recommendation: That the Council approve the draft Minutes of August 4, 2015, August 18, 2015, and October 25, 2016.

Documentation: M.O. 01-110116

Disposition: Approved.

2. PURCHASE OF BASIC TACTICAL FIRST AID KITS

Recommendation: That the City Council approve the purchase of 85 basic tactical first aid kits from Tactical Medical Solutions, Inc. in the amount of \$7,208.85 plus sales tax.

Documentation: M.O. 02-110116

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE PLAYGROUND EQUIPMENT

Recommendation: That the City Council authorize the purchase of playground equipment from MRC GameTime and installation not to exceed \$54,591.64.

Documentation: M.O. 03-110116

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS - ISLAND ANNEXATION SEWER PROJECT 456A, B, C, & 457

Recommendation: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714; and
4. Authorize the Finance Director to appropriate \$168,281.96 from the Sewer Replacement Fund to wholly fund the project.

Documentation: M.O. 04-110116

Disposition: Approved.

5. AUTHORIZATION TO ADVERTISE FOR BIDS - WEED ABATEMENT SERVICES

Recommendation: That the City Council authorize staff to advertise for bids for weed abatement services.

Documentation: M.O. 05-110116

Disposition: Approved.

7. INTERIM FINANCIAL STATUS REPORTS

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

Documentation: M.O. 06-110116

Disposition: Approved.

8. QUARTERLY PORTFOLIO SUMMARY

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

Documentation: M.O. 07-110116

Disposition: Approved.

9. REQUEST FOR PROCLAMATION - AMERICA RECYCLES WEEK - NOVEMBER 13-19, 2016

Recommendation: That the City Council consider approval of the request to proclaim November 13-19, 2016, as "America Recycles Week."

Documentation: M.O. 08-110116

Disposition: Approved.

10. REQUEST FOR STREET CLOSURE - MYERS' 22ND ANNUAL CHRISTMAS TREE MEMORIAL SERVICE

Recommendation: That the City Council approve the closure of "E" Street, between Putnam and Cleveland, on December 6, 2016, from 5:00 p.m. to 9:00 p.m., subject to the specified conditions.

Documentation: M.O. 09-110116

Disposition: Approved.

11. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - CONSIDER CODE ENFORCEMENT CITIZEN SURVEY

Recommendation: That the City Council approve Mayor Stowe's request to consider the administration of a Code Enforcement Citizen Survey as a Scheduled Matter at the November 15th Council meeting.

Documentation: M.O. 10-110116

Disposition: Approved.

ADMINISTRATIVE HEARINGS

12. APPEAL OF ZONING ADMINISTRATOR DECISION 2016-032 - HILLMAN BUILDING DESIGNERS

Recommendation: That the City Council consider the appeal consistent with the transitional standards as described in the Porterville Development Ordinance.

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

The Administrative Hearing opened at 7:24 p.m.

- Developer Mark Hillman spoke of inaccuracies he believed were in the staff report. He stated that he was not arguing about the 5 feet regulation, and expressed his frustrations regarding the different feedback he had received from multiple City Planners. Mr. Hillman asked the Council to approve the project with the direction that staff had originally given him.

The Council asked Acting Public Works Director Mike Reed to explain the accepted City standard measurements and the reasoning for the landscape clause.

The Administrative Hearing closed at 7:32 p.m.

Council and staff discussed possibilities that could be accepted by the City to keep in line with City standards while taking into account the original direction Mr. Hillman had received.

COUNCIL ACTION: MOVED by Council Member Virginia Gurrola, SECONDED by Vice Mayor Cameron Hamilton that the City Council grant the appeal, with modifications proposed by staff; and direct staff to bring back a development ordinance text amendment for consideration. The motion carried unanimously.

Documentation: M.O. 11-110116

Disposition: Approved.

The Council took a 10 minute break at 7:55 p.m. Council Member Ward did not return after the break.

PUBLIC HEARINGS

13. CONSIDERATION OF UNILATERAL IMPLEMENTATION OF CITY'S LAST, BEST, AND FINAL OFFER TO FIRE OFFICER SERIES

Recommendation: That the City Council conduct the Public Hearing, and approve the Draft Resolution authorizing the unilateral implementation of the City's last, best and final offer effective November 2, 2016.

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

The Public Hearing opened at 8:07 p.m.

- David Smith spoke of the functional position language regarding vacation scheduling that was affecting some of the Officers. The Officers requested that the language be amended to reflect the original contracts.

The Public Hearing closed at 8:10 p.m.

Council and staff discussed the length of time the Fire Officer negotiations had been taking place and amending the language as proposed.

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member A. Monte Reyes that the City Council approve the Draft Resolution authorizing the unilateral implementation of the City's last, best and final offer effective November 2, 2016.

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

Documentation: Resolution No. 76-2016

Disposition: Approved.

SECOND READINGS

14. SECOND READING - ORDINANCE NO. 1834 - ADOPTION OF 2016 CALIFORNIA BUILDING CODES

Recommendation: That the Council give Second Reading to Ordinance No. 1834, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member Virginia Gurrola that the City Council give Second Reading to Ordinance No. 1834, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE I OF CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND ADOPTING BY REFERENCE THE 2016 EDITIONS OF THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE ALONG WITH DESIGNATED APPENDICES, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL BUILDINGS CODE, THE CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, waive further reading, and adopt said Ordinance.

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

The Ordinance was read by title only.

Documentation: Ordinance No. 1834

Disposition: Approved.

15. SECOND READING - ORDINANCE NO. 1835 - ADOPTION OF 2016 CALIFORNIA MECHANICAL CODE

Recommendation: That the Council give Second Reading to Ordinance No. 1835, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member Virginia Gurrola that the City Council give Second Reading to

Ordinance No. 1835, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTION 7-4 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA MECHANICAL CODE PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, waive further reading, and adopt said Ordinance.

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

The Ordinance was read by title only.

Documentation: Ordinance No. 1835

Disposition: Approved.

16. SECOND READING - ORDINANCE NO. 1836 - ADOPTION OF 2016 CALIFORNIA PLUMBING CODE

Recommendation: That the Council give Second Reading to Ordinance No. 1836, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member Virginia Gurrola that the City Council give Second Reading to Ordinance No. 1836, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTION 7-6 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA PLUMBING CODE PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, waive further reading, and adopt said Ordinance.

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

The Ordinance was read by title only.

Documentation: Ordinance No. 1836

Disposition: Approved.

17. SECOND READING - ORDINANCE NO. 1837 - ADOPTION OF 2016 CALIFORNIA ELECTRICAL CODE

Recommendation: That the Council give Second Reading to Ordinance No. 1837, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member Virginia Gurrola that the City Council give Second Reading to Ordinance No. 1837, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SECTION 7-9 AND DELETING SECTION 7-10 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA ELECTRICAL CODE PUBLISHED BY BNi PUBLICATIONS, INC, waive further reading, and adopt said Ordinance.

AYES: Reyes, Gurrola, Hamilton, Stowe

NOES: None

ABSTAIN: None

ABSENT: Ward

The Ordinance was read by title only.

Documentation: Ordinance No. 1837

Disposition: Approved.

18. SECOND READING - ORDINANCE NO. 1838 - ADOPTION OF 2016 CALIFORNIA GREEN STANDARDS CODE

Recommendation: That the Council give Second Reading to Ordinance No. 1838, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member Virginia Gurrola that the City Council give Second Reading to Ordinance No. 1838, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE IV OF CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS

CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL,
waive further reading, and adopt said Ordinance.

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

The Ordinance was read by title only.

Documentation: Ordinance No. 1838

Disposition: Approved.

19. SECOND READING - ORDINANCE NO. 1839 - ADOPTION OF 2016 CALIFORNIA
FIRE CODE

Recommendation: That the Council give Second Reading to Ordinance No. 1839, waive
further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council
Member Virginia Gurrola that the City Council give Second Reading to
Ordinance No. 1839, being AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF PORTERVILLE AMENDING
CHAPTER 12 OF THE CODE OF THE CITY OF PORTERVILLE
ADOPTING BY REFERENCE EXCEPT AS OTHERWISE
PROVIDED IN THIS ARTICLE, THE 2016 EDITION OF THE
CALIFORNIA FIRE CODE ALONG WITH DESIGNATED
APPENDICES, PUBLISHED BY THE INTERNATIONAL CODE
COUNCIL, waive further reading, and adopt said Ordinance.

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

The Ordinance was read by title only.

Documentation: Ordinance No. 1839

Disposition: Approved.

SCHEDULED MATTERS

20. HOUSING AUTHORITY OF TULARE COUNTY DENSITY BONUS

Recommendation: That the City Council approve the Rental Restriction Agreement between the City of Porterville and the Housing Authority of the County of Tulare and that the City Council authorize the Mayor, City Manager, and City Attorney to sign all necessary documents.

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

City Attorney Lew advised the Council that they were very limited with what they could and could not do. She also acknowledged how strongly the regulations had been written in favor of the affordable housing developments.

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member Virginia Gurrola that the City Council approve the Rental Restriction Agreement between the City of Porterville and the Housing Authority of the County of Tulare and that the City Council authorize the Mayor, City Manager, and City Attorney to sign all necessary documents. The motion carried unanimously.

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

Documentation: M.O. 12-110116
Disposition: Approved.

21. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

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

Council asked for clarification regarding who was managing the City/County Well construction Project. Acting Public Works Director Mike Reed confirmed that the County was managing the project and would not be making its December 2016 completion date deadline. The County reported that the well would be operational in February 2017.

COUNCIL ACTION: MOVED by Vice Mayor Cameron Hamilton, SECONDED by Council Member A. Monte Reyes that the City Council approve the continued Declaration of Local Emergency. The motion carried unanimously.

Documentation: M.O. 13-110116
Disposition: Approved.

ORAL COMMUNICATIONS

- Steve Chamberlain, Porterville, provided a code enforcement survey distributed by City of Morro Bay; and encouraged the Council to put proactive code enforcement into action.

OTHER MATTERS

- Council Member Gurrola spoke of downtown clean-up efforts; requested that the Council discuss the issue of human waste in the downtown area and the resurfacing of Union Avenue through to Jaye Street; and wished good luck to all City Council candidates.
- Vice Mayor Hamilton spoke of upcoming Veterans Day Parade and festivities.
- Council Member Reyes congratulated Miss Porterville Caitlin Kelley; and spoke of his attendance at the Veterans Resource Event.
- Mayor Stowe spoke of his attendance at the Sierra View Therapy Center Opening and Veterans Resource Event; spoke of his meeting with local boy scouts; and announced that the Walmart lawsuit has been dismissed.
- City Manager Lollis thanked staff involved in supporting the filming of Ghost Adventures in town; spoke of additional filming opportunities, First Friday Coffee, and the Mayor's upcoming State of the City Address.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property:** APN: 240-050-026. Agency Negotiator: John Lollis and Donnie Moore. Negotiating Parties: City of Porterville and Porterville Masonic Properties, Inc. Under Negotiation: Terms and Price.
- 2 - Government Code Section 54957.6 – Conference with Labor Negotiator.** Agency Negotiator: John Lollis, Che Johnson and Steve Kabot. Employee Organizations: Porterville City Firefighters Association and Fire Officer Series.
- 3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation:** California Healthy Communities Network v. City of Porterville, California Court of Appeal, Fifth District, Case No. F067685.4.
- 4 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation:** Three 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:** One Case.

The Council took a five minute recess and reconvened in Closed Session at 8:48 p.m.

RECONVENED OPEN SESSION AT 9:49 PM AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

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

ADJOURNMENT

The Council adjourned at 9:50 p.m. to the meeting of November 15, 2016.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 15, 2016, 5:30 PM**

Called to Order at 5:31 p.m.

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

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 240-050-026. Agency Negotiators: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Porterville Masonic Properties, Inc. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Che Johnson. Employee Organization: Porterville City Firefighters Association.
- 3** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Judith Howard v. City of Porterville, et al., US District Court Case No. 1:16-cv-01071-AWI-SAB.
- 4** - 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 plaintiff.
- 5** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

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

Pledge of Allegiance Led by Vice Mayor Hamilton
Invocation – a moment of silence was observed.

PROCLAMATIONS

America Recycles Week - November 13 - 19, 2016

AB 1234 REPORTS

1. TULARE COUNTY ECONOMIC DEVELOPMENT CORP. (TCEDC) - NOVEMBER 15, 2016
Council Member Reyes reported on receipt of a postelection economic report.

REPORTS

I. City Commission and Committee Meetings

1. PARKS & LEISURE SERVICES COMMISSION - NOVEMBER 3, 2016

Commissioner Moore presented the Commission's Monthly Report, which included information pertaining to: the removal of old non-ADA compliant playground equipment at Murry Park, the Annual Veteran's Day Run, a glow ball night event at the golf course, the Christmas Tree Lighting Ceremony, and 41st Annual Senior Christmas Dinner. He also recognized Green Bean Farm, Porterville Runners Club, Beckman Coulter in coordination with Habitat for Humanity, Boy Scout Troop 182, and Granite Hills High School Zonta and Z Club for their National Make a Difference Day efforts in the community.

2. LIBRARY & LITERACY COMMISSION - NOVEMBER 8, 2016

Commissioner Bailey reported on: reports pertaining to staff participation at the CLA Conference Forum, and newly added online resources Pronunciator and ProCitizen; discussion pertaining to development of a strategic plan for federal funding, and library programs implemented in other cities; monthly statistics for October; and the Library's Celebration of International Game Day.

3. ARTS COMMISSION - OCTOBER 26, 2016

No report.

4. ANIMAL CONTROL COMMISSION - NOVEMBER 14, 2016

Commissioner Stadtherr stated that the Commission would have a report at the second meeting in December.

5. YOUTH COMMISSION - NOVEMBER 7, 2016

Commissioners Farquharson and Buckley reported on the selection of a project and Operation Gratitude.

6. TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE (TUTOC)

No report.

II. Staff Informational Reports

1. WATER CONSERVATION PHASE III STATUS UPDATE

2. 2016 LEGISLATIVE SESSION AND ELECTION PROPOSITIONS

EMERGENCY ITEM

Consideration of the Addition of Emergency Item (Approved M.O. 01111516)

City Manager Lollis stated that there was a request to consider the addition of an emergency item. City Attorney Lew confirmed that the item met criteria for consideration.

COUNCIL ACTION:

MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council approve the addition of the Emergency Item as Item No. 14. The motion carried unanimously.

Documentation: M.O. 01-111516

Disposition: Item added.

ORAL COMMUNICATIONS

- Diana Oseguerra, Tulare resident, reported on the success of their 5K run event and thanked Porterville Runners Club, Kiwanis, Team Heidi and participants for the efforts.
- Name not given, thanked the Council for permitting the event and spoke of increased membership.
- Steve Doe , Department of Water Resources, Project Manager for East Porterville Water Project, introduced himself and stated that he was available for questions.
- Richard Stadtherr, Porterville, congratulated the candidates and the community on a cordial City Council election.

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council approve Items Nos. 1 through 9. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF JUNE 16, 2015, SEPTEMBER 15, 2015, AND OCTOBER 6, 2015

Recommendation: That the Council approve the draft Minutes of June 16, 2015, September 15, 2015, and October 6, 2015.

Documentation: M.O. 02-111516

Disposition: Approved.

2. AWARD OF CONTRACT - PUTNAM AVENUE / D STREET TRAFFIC SIGNAL UPGRADE

Recommendation: That City Council:

1. Award the Putnam Avenue / D Street Traffic Signal Upgrade Project to Loop Electric in the amount of \$395,778.63;
2. Authorize a 10% contingency to cover unforeseen costs;
3. Authorize \$28,000 for construction management, construction surveying, quality control, and inspection services; and
4. Authorize progress payments up to 100% of the contract amount.

Documentation: M.O. 03-111516

Disposition: Approved.

3. AUTHORIZATION TO EXECUTE AN OWNERSHIP TRANSFER AGREEMENT BETWEEN STATE OF CALIFORNIA AND CITY OF PORTERVILLE - EAST PORTERVILLE WATER SUPPLY PROJECT

Recommendation: That City Council:

1. Authorize the Mayor to execute the East Porterville Water System Transfer Agreement; and
2. Authorize the Mayor to execute Exhibit 'A,' Agreement to Assign water easements rights from Porter Vista Public Utility District to the California Department of Water Resources and eventually to the City of Porterville upon completion of the project.

Documentation: M.O. 04-111516

Disposition: Approved.

4. APPROVAL OF APPLICATION FOR STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM (AIP)

Recommendation: That the City Council adopt the resolution authorizing the submission of an application for an AIP Matching grant, accepting the allocation of state AIP matching funds and execution of an AIP Matching Grant Agreement for the PMMP and improvement projects at the Porterville Municipal Airport and authorize the City Manager to sign the documents required to apply for and accept the grant funds.

Documentation: Resolution No. 77-2016

Disposition: Approved.

5. REQUEST FOR 2016 CHRISTMAS EVE CLOSURE AT THE CENTRAL LIBRARY

Recommendation: That the City Council authorize the Parks and Leisure Service Department's Library Division to close the Central Library at 41 West Thurman Avenue on December 24, 2016.

Documentation: M.O. 05-111516

Disposition: Approved.

6. APPROVAL FOR COMMUNITY CIVIC EVENT - AMERICAN CANCER SOCIETY, INC. - RALLY FOR A CURE - NOVEMBER 19, 2016

Recommendation: That the City Council approve the Community Civic Event Application and Agreement submitted by the American Cancer Society, subject to the stated requirements contained in the Application, Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 06-111516

Disposition: Approved.

7. REQUEST FOR PROCLAMATION - PORTERVILLE CHAMBER OF COMMERCE
BOARD CHAIR - ROB TAYLOR

Recommendation: That the City Council consider approval of the request to recognize
outgoing Chamber of Commerce Board Chair Rob Taylor.

Documentation: M.O. 07-111516

Disposition: Approved.

8. CANCELLATION OF JANUARY 3, 2017, CITY COUNCIL MEETING

Recommendation: That the City Council cancel the January 3, 2017, City Council
Meeting.

Documentation: M.O. 08-111516

Disposition: Approved.

9. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - CONSIDER PAVING
IMPROVEMENT OF UNION AVENUE BETWEEN INDIANA STREET AND JAYE
STREET

Recommendation: That the City Council approve Council Member Gurrola's request to
consider the paving improvement of Union Avenue between Indiana
Street and Jaye Street as a Scheduled Matter at the December 6th meeting.

Documentation: M.O. 09-111516

Disposition: Approved.

PUBLIC HEARINGS

10. 2015-2020 CDBG CONSOLIDATED PLAN AND 2015-16 ACTION PLAN
SUBSTANTIAL AMENDMENT

Recommendation: That the City Council:

1. Conduct a public hearing to solicit comments on the Amendment to
the 2015-2020 Consolidated Plan and 2015-2016 Action Plan;
2. Adopt the Amended 2015-2020 Consolidated Plan and 2015-2016
Action Plan;
3. Approve the Amendment to the 2010 Consolidated Plan; and
4. Authorize the City Manager to execute all necessary documents.

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

The Public Hearing was opened at 7:02 p.m. When no one came forward, the Public
Hearing was closed at 7:02 p.m.

In response to questions posed by Council, Ms. Byers spoke of the selection of properties and stated that staff could bring potential properties to the Council for future; and Economic Development Associate Jason Ridenour spoke of the marketing of opportunities for business assistance funds.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Ward that the City Council adopt the Amended 2015-2020 Consolidated Plan and 2015-2016 Action Plan; approve the Amendment to the 2010 Consolidated Plan; and authorize the City Manager to execute all necessary documents. The motion carried unanimously.

Documentation: Resolution No. 78-2016
Disposition: Approved.

SCHEDULED MATTERS

11. CONSIDER ADMINISTRATION OF A CODE ENFORCEMENT RESIDENT SURVEY

Recommendation: That the City Council provide direction considering the administration of a Code Enforcement Resident Survey.

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

Discussion followed regarding the intent of the survey and the types of questions asked. The Council directed staff to work with Mayor Stowe to put together a survey for Council consideration.

Documentation: None
Disposition: Direction given.

12. APPROVAL OF THE EASTERN TULE SUSTAINABLE GROUNDWATER AGENCY (GSA) JOINT POWERS AGREEMENT (JPA) AND AUTHORIZATION TO EXECUTE SUPPLEMENTAL AGREEMENTS FOR THE GREATER TULE SUBBASIN MEMORANDUM OF UNDERSTANDING (MOU)

Recommendation: That City Council:

1. Receive this report as an update on staff's progress towards the formation of a Groundwater Sustainability Agency under the "Act" and efforts leading towards an Eastern Tule GSA Joint Powers Agreement;
2. Approve the draft Eastern Tule GSA Joint Powers Agreement contingent upon approval by Tulare County;
3. Authorize the appointment of a Council Member to sit on the Eastern Tule GSA Authority Board during the December 6, 2016, City Council meeting;

4. Authorize a \$10,000 annual fiscal year budget amount for the efforts outlined in the Tule Subbasin MOU; and
5. Authorize the Mayor to sign the supplemental agreements as formal inclusion of Kern-Tulare Irrigation District and Alpaugh Irrigation District to the member list of the Tule Subbasin Stakeholder Group.

City Manager Lollis introduced the item, and Acting Public Works Director Mike Reed presented the staff report, during which he requested the staff recommendation be amended to authorize the appointment of a Council Member and an Alternate to sit on the Easter Tule GSA Authority Board at its next City Council meeting.

In response to questions from the Council, Mr. Reed spoke about the “white areas” and timelines associated with the JPA and GSA.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola that the City Council receive the report; approve the draft Eastern Tule GSA Joint Powers Agreement contingent upon approval by Tulare County; authorize the appointment of a Council Member and Alternate to sit on the Eastern Tule GSA Authority Board during the December 6, 2016, City Council meeting; authorize a \$10,000 annual fiscal year budget amount for the efforts outlined in the Tule Subbasin MOU; and authorize the Mayor to sign the supplemental agreements as formal inclusion of Kern-Tulare Irrigation District and Alpaugh Irrigation District to the member list of the Tule Subbasin Stakeholder Group. The motion carried unanimously.

Documentation: M.O. 10-111516

Disposition: Approved.

13. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

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

Following the report, Acting Public Works Director Reed addressed questions from the Council regarding the current status of the water system and Phase 2 of the project, and spoke of amendments that he would like to see made to the MOU. The Council requested that a deadline date for completion of the well be included.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Reyes that the City Council approve the continued Declaration of Local Drought Emergency; and authorize staff to work on an amendment to

the MOU to include a deadline date of March 1, 2017, for completion of the well. The motion carried unanimously.

Documentation: M.O. 11-111516

Disposition: Approved, as amended.

14. APPROVAL FOR COMMUNITY CIVIC EVENT – ROTARY CLUB OF PORTERVILLE AND PORTERVILLE CHAMBER OF COMMERCE – CHILDREN’S CHRISTMAS PARADE – DECEMBER 1, 2016

Recommendation: That the City Council:

1. Approve the Community Civic Event application from the Porterville Chamber of Commerce and Rotary Club of Porterville subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application;
2. Authorize the temporary suspension of the Fixed Route Transit System from 4:30 p.m. to 7:00 p.m. on December 1, 2016; and
3. Restrict the closure of parking spaces in front of City Hall from 3:00 p.m. to 5:00 p.m., to those at the north end of the City Hall along Main Street.

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

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council approve the Community Civic Event application from the Porterville Chamber of Commerce and Rotary Club of Porterville subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application; authorize the temporary suspension of the Fixed Route Transit System from 4:30 p.m. to 7:00 p.m. on December 1, 2016; and restrict the closure of parking spaces in front of City Hall from 3:00 p.m. to 5:00 p.m., to those at the north end of the City Hall along Main Street.

Documentation: M.O. 12-111516

Disposition: Approved.

The Council adjourned at 7:58 p.m. to a meeting of the Public Improvement Corporation.

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION AGENDA
291 N. MAIN STREET, PORTERVILLE, CA 93257
NOVEMBER 15, 2016

Roll Call: Director Reyes, Director Ward, Director Gurrola, Vice President Hamilton,
President Stowe

WRITTEN COMMUNICATION

None

ORAL COMMUNICATIONS

None

PUBLIC IMPROVEMENT CORPORATION SCHEDULED MATTERS

PIC-1. ANNUAL MEETING OF THE PUBLIC IMPROVEMENT CORPORATION

Recommendation: That the City Council, sitting as the Porterville Public Improvement Corporation:

1. Approve the election of officers as indicated in the draft resolution;
2. Accept public comment; and
3. Approve the 2016 Status Report for Certificates of Participation Projects.

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

BOARD ACTION: MOVED by Vice President Hamilton, SECONDED by Director Ward that the Public Improvement Corporation approve the election of officers as indicated in the draft resolution; and approve the 2016 Status Report for Certificates of Participation Projects. The motion carried unanimously.

Documentation: PIC Resolution 2016-01

Disposition: Approved.

The Public Improvement Corporation adjourned at 8:01 p.m. to a meeting of the Public Financing Authority.

PORTERVILLE PUBLIC FINANCING AUTHORITY AGENDA

291 N. MAIN STREET, PORTERVILLE, CA 93257

NOVEMBER 15, 2016

Roll Call: Director Reyes, Director Ward, Director Gurrola, Vice President Hamilton,
President Stowe

WRITTEN COMMUNICATION

None

ORAL COMMUNICATIONS

None

PUBLIC FINANCING SCHEDULED MATTERS

PFA-1.ANNUAL MEETING OF THE PORTERVILLE PUBLIC FINANCING AUTHORITY

Recommendation: That the City Council, sitting as the Porterville Public Financing Authority, hold a public meeting in accordance with the Authority's By-laws, accept public comment, and approve the 2016 Status Report for the Redevelopment Bond Issue #1 and refinance of Tax Allocation Bond Projects.

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

BOARD ACTION: MOVED by Director Ward, SECONDED by Director Gurrola that the Porterville Public Financing Authority approve the 2016 Status Report for the Redevelopment Bond Issue #1 and refinance of Tax Allocation Bond Projects. The motion carried unanimously.

Documentation: PFA M.O. 01-111516

Disposition: Approved.

The Porterville Public Financing Authority adjourned at 8:03 p.m. to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

- Council Member Elect Martha Flores, Volunteer Community Liaison for the Tulare-Kings Hispanic Chamber of Commerce, extended an invitation to its Annual Awards Banquet on Saturday in Visalia.

OTHER MATTERS

- Council Member Gurrola spoke of the success of the Veteran's Day Parade and how she enjoyed riding in the fire truck; and lauded staff for a great job on the Veterans Day Run.
- Vice Mayor Hamilton stated that he enjoyed driving in the parade; commented on the patriotic fire hydrants; and spoke of Director Kusserow's last Banda-Rama.
- Council Member Ward wished everyone a happy Thanksgiving; and thanked staff for their efforts pertaining to the military banners.
- Council Member Reyes spoke of the implementation of Phase IV on December 1st, the helicopter flyover at the Veterans Day Parade, and the importance of keeping the gutters clean.
- Mayor Stowe thanked everyone for their parade efforts; commended staff on the Veterans Day Run and cleanup after the parade; wished everyone a Happy Thanksgiving; and thanked Sal and Virginia Gurrola for their work in support of Measure J.
- City Manager Lollis stated that Coffee with a Cop was taking place on Friday at Hoagies.

- Community Development Director Byers reminded those in attendance about First Friday Coffee, where the Mayor would be giving his State of the City Address, and the Christmas Parade on December 1st.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 8:14 p.m. to the meeting of December 6, 2016.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Request for Approval to Purchase Microsoft Office 365, a Subscription-Based Hosted Version of Microsoft's Email and Calendaring System

SOURCE: Finance

COMMENT: The Information Technology (IT) division would like to request approval to purchase Microsoft Office 365 E1 Plan, a cloud-based platform for email and calendaring system. The City currently runs Microsoft Exchange 2010 which was implemented in 2009. Exchange is antiquated and overdue for revamping. To upgrade to the latest Exchange 2016 on premise will exceed \$100,000. Alternatively, migrating to Office 365 will cost \$16,508 for the first year subscription and around \$10,000 for professional services to assist in the migration. In addition, implementing Office 365 will reduce thousands of kilowatt hours needed to run on-premise Exchange 2016 servers and reduce the impact on the IT staff.

Staff received the following quotes for the Office 365 annual subscription and the migration services:

Microsoft Office 365

Dell	\$ 16,507.50
CDW-G	\$ 17,247.50
Softchoice Corporation	\$ 17,667.50

Migration Services

Abtech Technologies	\$ 9,700.00
Global CTI	\$ 9,960.00
Torian Group	\$ 12,500.00

After reviewing the proposals for migration services, staff recommends contracting with Global CTI. Global CTI has the most experience in migrating client counts our size and larger. They are located in Bakersfield, which makes a service call slightly over an hour. Abtech Technologies who quoted the lowest price, is located in Carlsbad.

Funds are available in the Finance Department - IT operating budget.

RECOMMENDATION: That the City Council:

1. Approve the migration from Exchange 2010 to Office 365 E1 platform at an annual subscription cost of \$16,507.50; and

2. Authorize the IT Manager to execute a contract with Global CTI to assist in the migration process for a fee of \$9,960.

ATTACHMENTS:

1. Abtech O365 Migration Quote
2. TorianGroup O365 Migration Quote
3. GCTI COP O365 Migration
4. Dell_MS O365_Quote
5. CDWG_MS O365_Quote
6. SoftChoice_O365Q8018859

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Ted Williams

From: Randy Henniger <rhenniger@abtechtechnologies.com>
Sent: Monday, January 30, 2017 7:53 AM
To: Ted Williams
Cc: Randy Henniger
Subject: Abtech SoW for O/365 Migration

Hello Ted,

Attached is our updated SoW based on our concall on Friday. We've added 8 hours of onsite "train the trainer" time plus travel expense.

Exchange 2010 to Office 365 Hybrid Migration w/ ADFS

Abtech Responsibilities

- 1 – Prepare Microsoft Office 365 Exchange Online Account for Migration
- 2 – Configure Azure AD Connect Service and connect to Office 365
- 3 – Configure Microsoft AD FS Service and connect to Office 365
- 4 – Configure Hybrid Configuration with Office 365
- 5 - Prepare On-premise Exchange 2010 Server for Migration
- 6 – Configure Internal and External DNS Records
- 7 – Configure Office 365 SPAM Protection
- 8 – Migrate Test Accounts and Confirm Email Flow and Access
- 9 – Test OWA, Active-Sync and Outlook Access
- 10 – Assist with migrating User Mailboxes
- 11 - Assist with configuring Office 365 SPAM Protection
- 12 - *Knowledge Transfer-One day onsite*

Assumptions and Responsibilities

- 1 - Outlook clients earlier than 2010 are not supported
- 2 – A Windows 2008 R2 or 2012 R2 will be needed for ADFS/Azure AD Connect
- 3 – Valid 3rd Party SSL Certificate is installed on Exchange Server
- 4 – All Microsoft licensing to be provided by the client

Time Estimate:

- 40 remote business hours at \$150/hour = \$6,000.00
- 10 remote outside business hours at \$200/hour = \$2,000.00
- *8 onsite training during business hours at \$150/hour = \$1,200.00*
- *Travel expense = \$500.00*
- *Total: \$9,700.00*

We look forward to the Council's approval on 2/7 and assisting you in this important project.

Best regards,

Randy Henniger | Abtech Technologies | Tel: 916.500.2111

Email: rhenniger@abtechtechnologies.com | www.abtechtechnologies.com

Fax: 916.986.9765



Please ask us about Cloud Backup and Disaster Recovery services for your Windows, Linux or Legacy Systems.

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Please ask us about Cloud Backup and Disaster Recovery services for your Windows, Linux or Legacy Systems.

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1/20/2016

City of Porterville
291 North Main Street
Porterville, CA 93257

Phone: (559) 782-7499
nrenzi@ci.porterville.ca.us

Project scope:

Migrate email from existing in house 2010 Exchange server to provided Exchange Online EP1 Account. Configure DNS as needed. Configure Exchange settings.

Back up all existing email from the current server. Create matching user accounts on Office 365, with matching server/user settings. Create matching groups and assign users. Restore email to the new accounts.

Not included- to be performed by City IT staff: Clean up mailboxes prior to move.

Reconfiguring email clients/ devices with the new settings.

Assigning/recreating rights for one user to access another user's mailbox or calendar.

Setup and training on Outlook web client.

Project plan:

Preliminary setup:

- Inventory Email accounts and Groups to Migrate
- Set up Office 365, verify Domain and set up DNS
 - Verify access to DNS zone editing. Configure DNS in preparation for switch.(1 Hr)
 - Verify or get adequate disk space on the server for migration.
 - Run integrity check on existing mail store (3 Hr.)
- Set up all users with Outlook Web Access to new email (City IT staff)
- Stop using the In house Exchange server for email (start of migration)
 - Switch to Exchange Online – change mx record (new mail comes to the new mailboxes)
- Leave access to older email by using Cached Outlook file.

Migration method:

- Use the Migration Tool to Migrate from Exchange 2010 to EP1 Plan
 - Prepare for Cutover migration (On Premise Server)
 - Configure/Verify needed SSL certificate on the Exchange 2010 server.
 - Configure Outlook Anywhere
 - Set Permissions, Disable Unified Messaging, Create Security Groups
- Create link between on premise server and Office 365
- Migrate mailboxes via the migration tool
- Assign licenses as needed once the accounts are created
- Disable SCP in AD for the on premise exchange

This will cause the internet connection be heavily loaded for several days, and email will not be accessible during the migration process until that mailbox is created. If anything goes wrong during the process, there is a chance of the mailboxes being partially migrated, causing additional labor to recover.

- 289 users avg mailbox 2GB = 580 GB to export/ upload.

Method 2 (Recommended, but more labor intensive)

- Set up all users and groups on Exchange Online. Using power shell export mailboxes locally on the on Premise Exchange server
- 289 users avg mailbox 2GB = 580 GB to export/ upload. (This could take several days 20 min x 290=100 HR)
- Once all mailboxes have been exported, use the .pst import tool from Office 365 to import mail. (Some of this can be done offsite to mitigate bandwidth issues.)
- Disable SCP in AD for the on premise exchange

Post setup tasks:

- Train IT Staff on Administering Office 365
- Configure any mobile devices and Outlook profiles to use the new mail server. (Porterville IT Staff)
- Train user on accessing the email via the web, phone etc. (Porterville IT)

Method 1 Estimated labor: 50 Hr @ \$125/Hr = \$6,250

Method 2 Estimated Labor: 100 Hr @ \$125/Hr = \$12,500

Respectfully,

Tim Torian
President
Torian Group Inc
519 W. Center Ave.
Visalia CA 93291

City of Porterville

Schedule A

Exchange migration to Office 365

Line #	Description
1	Migration Tasks
2	1. Project Management and Discovery Time
3	2. Verify Current Exchange Environment meets Prerequisites
4	3. Configure Hybrid Deployment Prerequisites
5	4. Configure Single Sign-on
6	5. Configure Active Directory Sync
7	6. Install and Configure AD Sync Tool
8	7. Verify tenant configuration
9	8. Test AD synchronization to Azure
10	9. Configure DNS
11	10. Create and Install Digital Certificates
12	11. Configure Exchange Web Services
13	12. Configure Hybrid Services
14	13. Change MX records to reflect online
15	14. Initiate Staged Mailbox Moves
16	15. Configure Security and Policies
17	16. Administrative Training & Train the Trainer Training
18	Estimated time to completion is 80 hours. Additional time required will be billed at \$120/hour.

Equipment Material Total	\$0.00
Equipment Handling	\$0.00
Subtotal / Taxable Amount	\$0.00
Sales Tax at 8.500%	\$0.00
1 Year ShoreCare Support for ShoreGear Switches & Software	\$0.00
Other Vendor Product Support/Maintenance Total	\$0.00
Installation / Pro-Services	<u>\$9,960.00</u>

Proposal Date: January 30, 2017.

This quote will remain valid until March 1, 2017.

Authorized Contact: Ted Williams

Authorized Signature: X _____

Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.

Account Manager: Greg Tripoli - (661) 716-3743

Date: January 30, 2017.



PURCHASE AGREEMENT

Global CTI

5329 Office Centre Ct., Suite 200 Bakersfield, CA 93309

Phone: 661-323-7553 \ FAX # 661-323-0748

PRESENTED BY:	Greg Tripoli - (661) 716-3743
DATE:	1/30/2017

BILL TO:	City of Porterville 291 North Main Street Porterville , CA 93257	SHIP TO:	City of Porterville 291 North Main Street Porterville , CA 93257
PHONE:	(559) 782-7439	FAX:	
ATTN:	Ted Williams	E-MAIL:	twilliams@ci.porterville.ca.us

Purchase Order:

Exchange 2010 to 2016 Migration SEE ATTACHED SCHEDULE A FOR LIST OF EQUIPMENT AND SCHEDULE M FOR MAINTENANCE SUPPORT Enhanced Support Plan
--

FINANCIAL SUMMARY:		PAYMENT SCHEDULE	
Material Total	\$0.00		
Equipment Handling	\$0.00		
Sales Tax at 8.500%	\$0.00	50% DUE UPON CONTRACT SIGNING*:	\$4,980.00
Installation	\$9,960.00	50% DUE UPON COMPLETION:	\$4,980.00
Enhanced Support Plan Total	\$0.00		
Other Vendor Support/Maintenance	\$0.00	* Please Read Terms and Conditions Section 2 – Default and Delays.	
TOTAL INVESTMENT	\$9,960.00		
LESS ADVANCED PAYMENT			
PER TERMS	\$ -		
BALANCE DUE	\$ -		
PRICES VALID FOR THIRTY DAYS			

THIS PURCHASE AGREEMENT IS ENTERED BY AND BETWEEN THE "VENDOR" AND THE "BUYER" LISTED BELOW. BUYER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS ON PAGES 1 AND 2 OF THIS TWO-PAGE AGREEMENT AND ANY ATTACHEMENTS HERETO. A FACSIMILE OF THIS DOCUMENT IS VALID AND BINDING.

ACCEPTED DATE: _____

VENDOR: GLOBAL CTI Group

Signature: _____

Print Name: Greg Tripoli - (661) 716-3743

Title: Account Manager

Date: January 30, 2017

EXECUTED: Bakersfield, California

BUYER: City of Porterville

Signature: _____

Print Name: Ted Williams

Title: _____

Date: _____

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONTROLLING DOCUMENTS: This Agreement shall become effective and binding upon Buyer and Vendor only upon approval, acceptance and execution hereof by Vendor. This Agreement contains the entire agreement between parties with respect to the subject matter hereof, and supersedes all prior discussions or agreements between the parties, whether oral or written. Vendor is not bound by representations or inducements not set forth herein.

2. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of California.

3. DEFAULT and DELAYS: If any payments due from Buyer to Vendor, shall not be paid promptly when due, or if Buyer breaches any other provision hereof, Buyer shall be in default hereunder. Upon default hereof by Buyer, Vendor, may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by law to recover any deficiency from Buyer. All remedies of Vendor hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. With payment terms set at 50% at contract signing, 40% is due upon equipment delivery with the remaining 10% due upon acceptance. If for any reason the installation date is delayed due to Buyer choice, 40% is still due upon original equipment delivery date. If for any reason the acceptance is delayed due to Buyer choice, Buyer agrees to pay the final 10%. If delay is due to Vendor, the 40% payment will not be required until rescheduled equipment delivery and the 10 % payment will not be due until acceptance. Any payment which has not been made pursuant to this Agreement will be subject to interest charges. Buyer will pay Vendor, interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly. Interest to commence after the initial default of a scheduled payment. (Computed daily)

4. BUYER'S OBLIGATIONS: Buyer shall obtain or prepare the location within the telephone equipment room for installation of the equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Buyer shall provide at the location indicated for installation of the Equipment a 20 Amp, 110-volt commercial A.C. outlet within 8 feet of placement of the equipment to be used exclusively by Vendor. Vendor and Buyer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Vendor will inform Buyer of all requirements for proper installation and will provide Buyer (at a minimum of 30-days) notice of such requirements. Buyer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Vendor or Vendor representatives shall have access to Buyer's premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.

5. SECURITY INTEREST: The equipment described herein, and any and all additional Equipment authorized by Buyer shall be security for the full payment of the purchase price provided for herein. Vendor shall not sell or dispose of any interest in the Equipment or commence or permit the continuance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors.

6. TITLE TO EQUIPMENT AND RISK OF LOSS: Buyer shall acquire full title to the equipment only upon full payment of the purchase price therefore to Vendor. Risk of loss of the equipment shall pass to Buyer on Delivery of Equipment.

7. INSURANCE: If Buyer leases equipment, Buyer must provide insurance for the full value of the equipment, as required by the financier.

8. ARBITRATION OR LITIGATION EXPENSES: Should any litigation or arbitration be commenced between the parties to this Agreement concerning the project or any provisions to this agreement, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney's fees and costs expended in the matter.

9. RETURN POLICY: In the event purchased equipment is returned to Vendor, a 15% restocking fee will be charged for those returned items, unless equipment is returned for Vendor's breach of this agreement. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose items must be returned in original packaging. If equipment is damaged upon receipt, then Buyer will be charged repair and return charges in addition to the above stated 15% restocking fee. Vendor does not refund shipping and handling fees unless Vendor has caused the error in shipment.

10. MATERIAL, PRICING, ESTIMATES, AND QUOTATIONS: Upon acceptance of this agreement, prices included in the Schedule A are not subject to change. Written quotations automatically expire, unless accepted, within 30 days from the date quoted and are subjected to termination by notice within that period. Verbal quotations expire, unless accepted, the same day they are made. All non-material errors are subject to correction.

11. WARRANTY: Vendor hereby warrants the equipment against defective parts and workmanship as defined in Exhibit S. Vendor's obligations for breach of any warranty shall be limited to compliance with Exhibit S which shall be Buyer's exclusive remedy and Vendor not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unseizable by negligence, misuse, theft, fire, water or Acts of God. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Vendor.

EXCEPT AS EXPRESSLY PROVIDED FOR THIS AGREEMENT, VENDOR MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT VENDOR BREACHES ANY WARRANTY, BUYER'S EXCLUSIVE REMEDY WILL BE FOR VENDOR TO MAKE ANY NECESSARY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS.

12. LIMITATION OF LIABILITY: VENDOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM (1) BUYER'S USE OF OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, (2) PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY OR (3) ROUTING OR PROGRAMMING ERRORS OR UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT. VENDOR SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR, ANY LICENSES REQUIRED AS A RESULT OF THE USE OF COPYRIGHTED MUSIC ON THE EQUIPMENT. ADDITIONALLY, VENDOR SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF ANY CHARGES OWED BY BUYER TO ANY COMPANY (1) FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT OR (2) FOR MODEM LINES AND/OR CARRIER SERVICES.



Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$16,507.50

Quote number:
1022988234129.1

Quote date:
Jan. 16, 2017

Quote expiration:
Jan. 31, 2017

Company name:
CITY OF PORTERVILLE

Customer number:
4023319

Phone:
(559) 782-7454

Sales rep information:
Luu Hoang
Luu_Hoang@Dell.com
(800) 456-3355
Ext: 7233391

Bill to:
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE
CA 93257-3737
US
(559) 782-7454

Pricing Summary

Item	Qty	Unit price	Subtotal
VLA OFFICE 365 PLAN E1 OPEN SHARED SERVER SNGL SUBSVL OLP NL ANNUAL QLFD	250	\$66.03	\$16,507.50
Subtotal:			\$16,507.50
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$0.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$16,507.50

Shipping Group 1

Shipping Contact: COMPUTER PERSON	Shipping phone: (209) 782-7454	Shipping via: Standard Ground	Shipping Address: CITY OF PORTERVILLE CITY OF PORTERVILLE PORTERVILLE CA 93258 US
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SKU	Description	Qty	Unit Price	Subtotal
	VLA OFFICE 365 PLAN E1 OPEN SHARED SERVER SNGL SUBSVL OLP NL ANNUAL QLFD	250	\$66.03	\$16,507.50
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: 70137			
A7519012	VLA OFFICE 365 PLAN E1 OPEN SHARED SERVER SNGL SUBSVL OLP NL ANNUAL QLFD	250	-	-

Subtotal:	\$16,507.50
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$16,507.50

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

QUOTE CONFIRMATION



DEAR NINO RENZI,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HRKH408	2/2/2017	HRKH408	0657199	\$17,247.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office 365 (Plan E1) - subscription license (1 year)	250	3120373	\$68.99	\$17,247.50
Mfg. Part#: Q4Y-00007 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)				

PURCHASER BILLING INFO	SUBTOTAL	\$17,247.50
Billing Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$17,247.50
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Chris Anderson

(877) 570-2643

chrande@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Softchoice Corporation
100 Spear St, Suite 200
San Francisco, CA, 94105

Sales/Order desk
Phone: (800) 268-7638 Fax: (800) 268-7639

Quote	8018859
Date	02-Feb-2017
Reference	5042950

QUOTE

Ship To: 302527

Bill To: 302527

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257

Attn: TED WILLIAMS

Attn:

All currency in this quote is in US dollars.

Quote Prepared For	Ted Williams City Of Porterville Phone: (559) 782-7439 Fax:
Quote Sent By	Brian Conley Brian.Conley@softchoice.com Phone: (312) 655-9002 x323293 Fax: (800) 268-7639

Item #	Mfg Sku #	Description	Qty	Unit Price	Extended Price
TQ7331	U4S-00002 VL-YSLG	MS ENTERPRISE AGREEMENT SLG - OFFICE365PLANG1 SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EA-ADD D SLG	250	\$70.67	\$17,667.50
MEMO		12 Month Subscription			
MEMO		Net New - active agreement required			
SUB TOTAL					\$17,667.50
DELIVERY:Economy					NO CHARGE
TOTAL					\$17,667.50
Estimated Monthly Lease Payment \$545 per month*					

All currency in this quote is in US dollars.

*Please note that the estimated monthly payment shown above is an option based on a 36 month term with a USD\$1.00 buyout at the end of the term. Fair market value buyout and monthly payments may vary depending on your creditworthiness as determined by Softchoice, in its sole discretion. 1 and 2 year Service Agreements, Subscriptions, License and Support contracts are not eligible for 36 month payment plans; 12 or 24 month payment options are available upon request. Shipping and applicable taxes not included in above estimate. Payment options in the United States of America are in US dollars and not billable in other currencies.

Pricing, availability and special offers are subject to change at any time.

Softchoice Corporation is legally obligated to collect fees levied under the Electronic Waste Recycling Fee Program (California State Board of Equalization) associated with the transaction(s) listed on this document



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Request for Approval to Purchase the Quest DR4300 Disk Backup Appliance

SOURCE: Finance

COMMENT: The Information Technology division would like to request approval to purchase a disk backup appliance to be located in the server room. We currently have a Dell PowerVault TL2000 tape backup with a 4-week tape rotation and 4 quarterly backups. Staff from various departments has requested more available backup date instances. The disk backup appliance will allow us to backup to disk while utilizing deduplication technology already integrated into our existing Veritas backup software. For example, a typical tape backup of a Word document might contain 100 instances of the same 1 megabyte (MB) file attachment. If the document is backed-up or archived, all 100 instances are saved, requiring 100 MB of storage space. With data deduplication, only one instance of the attachment is stored. Each subsequent instance is referenced back to the one saved copy. In this example, a 100 MB storage demand drops to 1 MB.

Staff received three quotes as follows:

Quest Software Inc	Quest DR4300	\$ 24,261.30
CDW-G	Barracuda Backup 790	\$ 28,145.00
Taborda Solutions	Unity 300	\$ 36,835.28

Quest is a spin-off of Dell and they have provided a 60% discount and 5 years of support maintenance for the DR4300 disk storage unit. Quest has provided the deep discount to keep us as valued customers. Acquiring the Quest DR4300 disk backup appliance will allow us to easily implement and integrate with the existing network infrastructure and provide more instances of available backup data.

Funds are available in the computer-server equipment replacement account.

RECOMMENDATION: That the City Council approve the purchase of the Quest DR4300 disk backup appliance at a cost of \$24,261.30, which includes applicable sales tax and shipping.

ATTACHMENTS:

1. Quest backup appliance quote
2. EMC backup appliance quote

3. Barracuda backup appliance quote

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Quote

For CITY OF
PORTERVILLE
CA

Attn. Ted Williams
5597827439
twilliams@ci.porterville.ca.us

Date 1/16/2017

Quote # 1-34TKZ1J **Rev #** 1

Valid From 1/16/2017 **Through** 2/1/2017

Sales Rep Stewart
McLean

Phone # +1 209 914 0784 **Fax #**

Bill To	Ship To	End User
CITY OF PORTERVILLE CA Ted Williams 291 N Main St PORTERVILLE, California 93257 United States	CITY OF PORTERVILLE CA Ted Williams 291 N Main St PORTERVILLE California 93257 United States	CITY OF PORTERVILLE CA Ted Williams 291 N Main St PORTERVILLE 93257 United States twilliams@ci.porterville.ca.us

Line	Part #	Qty	Maintenance Duration	Unit Price	Discount	Net Price	Extended Price	Delivery Method
1	AAC-OCA-CK-247-NBD-5YR	1	60	USD 53,984.52	60%	USD 21,593.81	USD 21,593.81	Electronic
QUEST DR4300 18TB APPLIANCE W/NBD WARRANTY HARDWARE/24X7 5YR MAINT PACK								
2	AAC-OCA-PB-247-5YR	1	60	USD 0.00		USD 0.00	USD 0.00	Electronic
QUEST DR4300 18TB APPLIANCE W/PK LICENSE/24X7 5YR MAINT								
3	AAC-OCA-CB-247-NBD-5YR	1	60	USD 0.00		USD 0.00	USD 0.00	Physical
QUEST DR4300 18TB APPLIANCE W/PK W/NBD WARRANTY HARDWARE/24X7 5YR MAINT								
4	RIS-OCA-PP	1	12	USD 850.00		USD 850.00	USD 850.00	None
DR SERIES APPLIANCE RIS PREPAID REMOTE IMPLEMENTATION SERVICE								
5	S&H-3to5	1	12	USD 36.00		USD 36.00	USD 36.00	Physical
SHIPPING & HANDLING (3 TO 5 DAYS)								

Payment Terms: Net 30

Subtotal	USD 22,479.81
Estimated Tax	USD 1,044.88
Total	USD 23,524.69

A copy of the Product Guide located at <https://www.quest.com/assets/22090/> is incorporated by reference.

For CITY OF
PORTERVILLE
CA

Attn. Ted Williams
5597827439
twilliams@ci.porterville.ca.us

Date	1/16/2017		
Quote #	1-34TKZ1J	Rev #	1
Valid From	1/16/2017	Through	2/1/2017
Sales Rep	Stewart McLean		
Phone #	+1 209 914 0784	Fax #	

CUSTOMER'S SIGNATURE ON THIS QUOTATION CONSTITUTES CUSTOMER'S COMMITMENT TO PURCHASE THE SOFTWARE LICENSES, HARDWARE AND/OR MAINTENANCE SERVICES FOR THE PERIODS SET FORTH ABOVE PURSUANT TO THE TERMS AND CONDITIONS OF THE AGREEMENT (THE "PRODUCT AGREEMENT"), WHICH IS INCORPORATED HEREIN BY REFERENCE AND HAS BEEN MADE AVAILABLE TO CUSTOMER AT <https://www.quest.com/legal/sta.aspx> OR OTHERWISE. CUSTOMER ACKNOWLEDGES THIS QUOTATION AND THE AGREEMENT(S) REFERENCED HEREIN CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY AND ALL OTHER AGREEMENTS AND COMMUNICATIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED WITH RESPECT THERETO.

CUSTOMER'S SIGNATURE ON THIS QUOTATION CONSTITUTES CUSTOMER'S COMMITMENT TO PURCHASE THE INSTALLATION, TRAINING, JUMPSTART OR OTHER PROFESSIONAL SERVICES SET FORTH ABOVE PURSUANT TO THE TERMS AND CONDITIONS OF THE AGREEMENT LOCATED AT <https://www.quest.com/legal/services-agreement.aspx> (THE "SERVICES AGREEMENT").

CUSTOMER'S SIGNATURE ON THIS QUOTATION CONSTITUTES CUSTOMER'S COMMITMENT TO PURCHASE SOFTWARE, HARDWARE AND/OR MAINTENANCE SERVICES FOR THE PERIODS SET FORTH ABOVE PURSUANT TO THE TERMS AND CONDITIONS OF THE PRODUCT AGREEMENT (AS DEFINED BELOW), WHICH IS INCORPORATED HEREIN BY REFERENCE.

THIS QUOTATION AND THE AGREEMENT (S) REFERENCED HEREIN CONTAIN THE ENTIRE PRODUCT AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY AND ALL OTHER AGREEMENTS AND COMMUNICATIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED WITH RESPECT THERETO. EACH MAINTENANCE PERIOD SHALL COMMENCE UPON THE EXPIRATION OF THE PREVIOUS MAINTENANCE PERIOD.

"PRODUCT AGREEMENT" SHALL BE DEFINED AS

If Customer issues a purchase order for the items on this Quotation to an Affiliate of Quest Software Inc. (i) the fees shall be as agreed to by Customer and the Affiliate and (ii) the invoices for these items will be issued by and payable to the Affiliate.

All applicable state and local taxes, shipping and handling charges, and out of pocket expenses shall be indicated on the invoice.

Any amounts payable by Customer that remain unpaid after the due date shall be subject to a late charge equal to 1.5% of the invoice amount per month from the due date until such amount is paid, or the maximum rate permitted by law if less.

FOB Shipping Point.

All prices are in U.S. dollars.

Quote

For CITY OF
PORTERVILLE
CA
Attn. Ted Williams
5597827439
twilliams@ci.porterville.ca.us

Date	1/16/2017		
Quote #	1-34TKZ1J	Rev #	1
Valid From	1/16/2017	Through	2/1/2017
Sales Rep	Stewart McLean		
Phone #	+1 209 914 0784	Fax #	

Accepted By CITY OF PORTERVILLE CA

Accepted By Quest Software Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title:

Title:

Date:

Date:

THANK YOU FOR YOUR BUSINESS!



QUOTE

FROM Harry Duggal
Direct: 916-370-3045
harry.duggal@tabordasolutions.com

9580 Oak Avenue Pkwy., Suite 7-180
Folsom, CA 95630
Phone: 916-990-9864
Fax: 916-200-0353

Quote Number: 5293 Option-A
EIN: 76-0805711
Seller's Permit #: 101-192732

TO City of Porterville
Attn: Ted Williams
Email: twilliams@ci.porterville.ca.us
Phone: 559 782-7439

QUOTE DATE: November 22, 2016
EXPIRATION DATE: December 22, 2016

SHIPPING TERMS: ESD
DELIVERY: Support Period
PAYMENT TERMS: Net 45

ITEM	QTY	PART #	DESCRIPTION	UNIT	EXTENDED PRICE	TAX (IF APP.)
1	1	CE-UNITYLRNCTR	UNITY LEARNING CTR VIDEO 1 TITLE=UC Product Category: I	\$ 631.58	\$ 631.58	\$ -
2	1	D3SFP10I	UNITY 4X10GB SFP ISCSI/ETH CONNECTION Maintenance Months: 36 Product Category: UM-1	\$ -	\$ -	\$ -
3	6	D3-2S12FX-400	UNITY 400GB FLASH 25X2.5 DRIVE Maintenance Months: 36 Product Category: UM-1	\$ 1,150.93	\$ 6,905.58	\$ 586.97
4	10	D3-2S10-1200	UNITY 1.2TB 10K SAS 25X2.5 DRIVE Maintenance Months: 36 Product Category: UM-1	\$ 603.76	\$ 6,037.60	\$ 513.20
5	1	D3SP-S6X1200-10K	UNITY SYSPACK 6X1.2TB 10K SAS 25X2.5 Maintenance Months: 36 Product Category: UM-1	\$ 3,622.56	\$ 3,622.56	\$ 307.92
6	2	D3FC-2S12FX-400	UNITY 400GB FAST CACHE 25X2.5 DRIVE Maintenance Months: 36 Product Category: UM-1	\$ 1,150.93	\$ 2,301.86	\$ 195.66
7	1	D31DEMCK25KIT	UNITY 25 DRIVE DPE FLD INSTALL KIT Maintenance Months: 36 Product Category: UM-1	\$ -	\$ -	\$ -
8	1	D31D24AF25	UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK Maintenance Months: 36 Product Category: UM-1	\$ 5,317.95	\$ 5,317.95	\$ 452.03
9	1	PS-BAS-IAUX	CUSTOMER IMPLEMENTATION ASSISTANCE Product Category: F1	\$ 1,349.37	\$ 1,349.37	\$ -
10	1	M-PREHWE-004	PREMIUM HARDWARE SUPPORT Maintenance Months: 36 Product Category: UM-1	\$ 7,981.43	\$ 7,981.43	\$ -
11	1	458-001-840	UNITY 300 BASE SOFTWARE+ D@RE=IC Maintenance Months: 36 Product Category: UM-1	\$ -	\$ -	\$ -
12	1	M-PRESWE-004	PREMIUM SOFTWARE SUPPORT Maintenance Months: 36 Product Category: UM-1	\$ -	\$ -	\$ -
13	1	458-000-066	VPLEX MIGRATION PRODUCT Maintenance Months: 36 Product Category: VPLEX	\$ -	\$ -	\$ -
14	1	456-107-848	VPLEX 180 DAY MIGRATION LIC=IC Maintenance Months: 36 Product Category: VPLEX	\$ -	\$ -	\$ -
15	1	M-PRESW-015	PREMIUM SOFTWARE SUPPORT Maintenance Months: 36 Product Category: VPLEX	\$ -	\$ -	\$ -
16	1	458-001-440	RECOVERPOINT FOR VM STARTER PACKS Maintenance Months: 12 Product Category: D3	\$ -	\$ -	\$ -
17	1	456-107-803	RP4VM ESSENTIAL SW FOR UNITY=IB Maintenance Months: 12 Product Category: UM-1	\$ -	\$ -	\$ -
18	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT Maintenance Months: 12 Product Category: H	\$ -	\$ -	\$ -

19	1	458-001-374	RP BASIC FOR UNITY 300/300F =IC Maintenance Months: 12 Product Category: UM-1	\$ -	\$ -	\$ -
20	1	M-PRESWE-004	PREMIUM SOFTWARE SUPPORT Maintenance Months: 12 Product Category: UM-1	\$ -	\$ -	\$ -
21	1	458-001-425	APPSYNC BASIC FOR UNITY 300 =IC Maintenance Months: 36 Product Category: UM-1	\$ -	\$ -	\$ -
22	1	456-109-802	APPSYNC BASIC FOR UNITY 300 =IC Maintenance Months: 36 Product Category: UM-1	\$ -	\$ -	\$ -
23	1	M-PRESWE-004	PREMIUM SOFTWARE SUPPORT Maintenance Months: 36 Product Category: UM-1	\$ -	\$ -	\$ -
24	1	CE-UNITYLRNCTR	UNITY LEARNING CTR VIDEO 1 TITLE=UC Product Category: I	\$ 631.58	\$ 631.58	\$ -

Pricing subject to a 3% fee if purchased via credit card.

SUBTOTAL	\$	34,779.51
TAX @ 0%	\$	2,055.77
TOTAL	\$	36,835.28

Please call Harry Duggal @ 916-370-3045 if you have any questions or need further information.

This Quotation is provided pursuant to the Taborda Solutions standard terms and conditions.

THANK YOU FOR YOUR BUSINESS!

QUOTE CONFIRMATION



DEAR TED WILLIAMS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HRJK141	2/1/2017	HRJK141	0657199	\$28,145.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Barracuda Backup 790 - recovery appliance Mfg. Part#: BBS790A55 UNSPSC: 43201834 Contract: Standard Pricing	1	4077225	\$26,000.00	\$26,000.00

PURCHASER BILLING INFO	SUBTOTAL	\$26,000.00
Billing Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$2,145.00
	GRAND TOTAL	\$28,145.00
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Shipping Method: DROP SHIP-GROUND		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Chris Anderson

(877) 570-2643

chrande@cdwg.com

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CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Authorization to Purchase Battery-Electric Transit Buses, Charging Stations, Fareboxes, and ITS Software and Equipment for Transit Electrification Project

SOURCE: Public Works

COMMENT: On October 1, 2015, the California Air Resources Board (CARB) announced its grant solicitation for the Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investment (AQIP) - Zero-Emission Truck and Bus Pilot Commercial Deployment Projects. The City submitted its proposal titled City of Porterville Transit Electrification Project. As a requirement of the grant solicitation, the City named the following technology partners of its project: GreenPower Motor Company will provide the buses and charging stations, RouteMatch will provide Intelligent Transportation Systems (ITS) hardware and software, and Genfare will provide electronic farebox hardware and software.

On April 14, 2016, the City received notice that its Transit Electrification Project was preliminarily selected for award. The total grant amount awarded to the City was \$9,516,422 for the purchase of ten battery-electric transit buses and eleven charging stations.

On June 7, 2016, the City Council, by way of Resolution, accepted the grant funds from the California Air Resources Board and authorized project match funds. The City committed a total project match fund of \$7,437,280 in federal, state, local transportation funds, and in-kind project match funds. In support of the pilot program, sixty-three percent (\$4,701,710) of the project match is operations and maintenance of the battery-electric fleet, funded 50/50 by federal and local transportation funds. Thirty-one percent (\$2,337,570) of the project match is for capital infrastructure and intelligent transportation systems (ITS), funded 80/20 by federal and local transportation funds. The remaining six percent (\$398,000) are in-kind contributions from the City and GreenPower Motor Company for training and a spare battery-electric transit bus.

On December 5, 2016, the City and CARB executed the grant agreement for the City's Electrification Project and have been working closely with its technology providers to draft contracts for their scope of services. These contracts outline the responsibilities, conditions, terms, and scope of works to be performed during this project.

Staff is requesting Council to adopt the Resolutions authorizing the City Manager or his designee to sign all contract documents, purchase orders, and

change orders for a bus purchase contract with GreenPower Motor Company, an ITS system contract with RouteMatch, and a farebox system contract with Genfare.

RECOMMENDATION:

That the City Council:

1. Adopt a Resolution authorizing the City Manager or his designee to sign all contract documents, purchase orders and change orders for a bus purchase contract with GreenPower Motor Company of Porterville, CA for a ten-year period through February of 2027, with an initial purchase of ten buses and eleven charging stations in an amount not to exceed \$9,502,192; and
2. Adopt a Resolution authorizing the City Manager or his designee to sign all contract documents, purchase orders and change orders for a ITS system purchase contract with RouteMatch of Atlanta, GA, for the purchase of a variety of dispatching, communication, vehicle location, passenger counting and analytical tools in an amount not to exceed \$400,000; and
3. Adopt a Resolution authorizing the City Manager or his designee to sign all contract documents, purchase orders and change orders for an electronic farebox system purchase contract with Genfare of Elk Grove Village, IL for the purchase of eleven electronic fareboxes in an amount not to exceed \$163,992.78; and
4. Authorize the Mayor to sign the Resolutions.

ATTACHMENTS:

1. GreenPower Draft Resolution
2. RouteMatch Draft Resolution
3. Genfare Draft Resolution
4. RouteMatch Quotation
5. Genfare Quotation
6. GreenPower Draft Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

RESOLUTION #_____ - 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AFFIRMING AND AUTHORIZING
“SOLE SOURCE PROVIDER” FOR BATTERY-ELECTRIC
TRANSIT BUSES AND CHARGING STATIONS**

WHEREAS, the City of Porterville (the “City”) was required to name the technology provider for the California Air Resources Board (ARB) grant solicitation for the Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments Grant; and

WHEREAS, the City desires to obtain battery-electric transit buses and charging stations for the fixed-route service provided by Porterville Transit and its Transit Electrification Project; and

WHEREAS, GreenPower Motor Company of Porterville, CA (GreenPower) offers battery-electric transit buses and charging stations desired by the City and offers the range and specifications required by Porterville Transit, and, accordingly, is the sole source provider of the desired transit buses and charging stations; and

WHEREAS, the City requested that GreenPower prepare and submit a proposal for the necessary battery-electric transit buses and charging stations; and

WHEREAS, the City has determined that GreenPower appears to be a responsible proposer; and

WHEREAS, the project shall be funded in the following manner: Zero Emission Truck and Bus Pilot Commercial Deployment Projects grant program – \$9,042,922, and San Joaquin Air District, Public Benefits grant program – \$459,270.

NOW THEREFORE, BE IT RESOLVED, that the City Manager or his designee is authorized to enter into a contract with GreenPower Motor Company of Porterville, CA for an amount \$9,502,192; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is hereby authorized, empowered and directed, for and on behalf of the City Council of the City of Porterville, to perform any and all actions and to execute any and all documents on behalf of the City as may be deemed necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution.

PASSED, ADOPTED AND APPROVED this 7th day of February, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION #_____ - 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AFFIRMING AND AUTHORIZING
“SOLE SOURCE PROVIDER” FOR ITS SOFTWARE AND
ON-BOARD EQUIPMENT**

WHEREAS, the City of Porterville (the “City”) currently utilizes at Porterville Transit a fixed-route and traveler information system that is used to schedule, dispatch buses, and communicate information to passengers; and

WHEREAS, the fixed-route and traveler information system was purchased by the City in 2012 from RouteMatch Software Inc. of Atlanta, GA (RouteMatch) and is currently operated by Porterville Transit; and

WHEREAS, the City desires to obtain fixed-route and traveler information for the fixed-route service provided by Porterville Transit to include a variety of dispatching, communication, vehicle location, passenger counting and analytical tools for the City’s Transit Electrification Project; and

WHEREAS, RouteMatch offers an integrated software system whose functionality is desired by the City and seamless integration with the existing fixed-route and demand response scheduling software used by Porterville Transit, and, accordingly, is the sole source provider of the desired software, hardware and services; and

WHEREAS, the City requested that RouteMatch prepare and submit a proposal for the necessary software, hardware and services to undertake the desired system; and

WHEREAS, the City has determined that RouteMatch appears to be a responsible proposer; and

WHEREAS, the project shall be funded in the following manner: Local Transportation Funds (LTF) – 100%.

NOW THEREFORE, BE IT RESOLVED, that the City Manager or his designee is authorized to enter into a contract with RouteMatch Software, Inc. of Atlanta, GA for an amount \$384,951; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is hereby authorized to increase the value of the contract by up to \$15,059 for justified orders on contract resulting in a total authorization of \$400,000; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is hereby authorized, empowered and directed, for and on behalf of the City Council of the City of Porterville, to perform any and all actions and to execute any and all documents on behalf of the City as may be deemed necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution.

PASSED, ADOPTED AND APPROVED this 7th day of February, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION #_____ - 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AFFIRMING AND AUTHORIZING
“SOLE SOURCE PROVIDER” FOR FAREBOX SOFTWARE
AND ON-BOARD EQUIPMENT**

WHEREAS, the City of Porterville (the “City”) currently utilizes at Porterville Transit an electronic fareboxes system to collect passengers revenues; and

WHEREAS, the electronic farebox system was purchased by the City in 2012 and upgraded in 2016 from Genfare, Inc. of Elk Grove Village, IL (Genfare) and is currently operated by Porterville Transit; and

WHEREAS, the City desires to obtain additional electronic farebox software and on-board equipment for the City’s Transit Electrification Project; and

WHEREAS, Genfare offers an integrated farebox system whose functionality is desired by the City and seamless integration with the existing farebox system used by Porterville Transit, and, accordingly, is the sole source provider of the desired software and hardware; and

WHEREAS, the City requested that Genfare prepare and submit a proposal for the necessary software, hardware and services to undertake the desired system; and

WHEREAS, the City has determined that Genfare appears to be a responsible proposer; and

WHEREAS, the project shall be funded in the following manner: Federal Transit Administration (FTA) – 80% and Local Transportation Funds (LTF) – 20%.

NOW THEREFORE, BE IT RESOLVED, that the City Manager or his designee is authorized to enter into a contract with Genfare, Inc. of Elk Grove Village, IL for an amount \$163,992.78; and

BE IT FURTHER RESOLVED, that the City Manager or his designee is hereby authorized, empowered and directed, for and on behalf of the City Council of the City of Porterville, to perform any and all actions and to execute any and all documents on behalf of the City as may be deemed necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution.

PASSED, ADOPTED AND APPROVED this 7th day of February, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RouteMatch Response to:

City of Porterville (Porterville Transit)

Budget Proposal for the Zero-Emission Bus Pilot Project

Submitted by:

Teague Kirkpatrick

Director of Sales

RouteMatch Software

1625 Broadway St. Suite 1400

Denver, CO 80202

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teague.kirkpatrick@routematch.com

www.routematch.com

May 13, 2016

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RouteMatch Software is committed to managing our impact on both the local and global environments. This commitment is reflected throughout our business with our technologies aimed at helping clients reduce their use of paper and minimize their overall use of fuel. RouteMatch continuously encourages all stakeholders – clients, partners, and employees alike – to remain environmentally conscious and reduce our combined carbon footprint.

The paper used for this proposal is a natural and biodegradable product, produced from renewable resources and is 100% recyclable.

Table of Contents

1.0	Introduction.....	1-4
2.0	Scope of Work	2-5
2.1	RouteMatch Fixed	2-5
2.2	RouteShout Traveler Information	2-6
2.3	Mobile Data System	2-7
2.3.1	Vehicle Logic Unit	2-7
2.3.2	Automated Voice Annunciation & Next Stop Signage	2-8
2.3.3	Automated Passenger Counters	2-8
2.3.4	Beacons	2-9
2.3.5	Automated Vehicle Management	2-9
2.4	Implementation / Deployment.....	2-10
2.5	Total Support & Maintenance	2-11
3.0	Pricing	3-12
4.0	Acceptance Page.....	4-13

1.0 Introduction

RouteMatch Software is excited to partner with Porterville Transit in delivering a Zero-Emission Bus Pilot, sponsored by the California Air Resource Board. RouteMatch is dedicated to the success of our clients and has been established around a philosophy of building state-of-the-art technology and professional services, while providing unparalleled customer support and maintenance. We conduct business as a partnership with our clients, working in tandem with them to provide the best solutions possible. We will always back our products with the best service and support in the industry.

RouteMatch deliverables for this important project include the expansion of the currently deployed Intelligent Transportation System (ITS) Technologies at Porterville Transit, as well as new exciting technologies for rider engagement and data collection and analysis.

- **RouteMatch Fixed:** A robust and scalable fixed route management system, providing all required tools for transit operators to plan, monitor, analyze, and improve service performance. This is accomplished through tools such as Driver and Vehicle Maintenance Modules, Route, Run and Stop Management Tools, real-time Dispatch & Alert functionality, and enterprise Reports and Analysis.
- **RouteShout Traveler information:** Our flagship suite of fully-hosted traveler information tools to provide rider access to real-time bus location and predictive arrival information. Data is available to the public through numerous user-friendly media outlets, including a branded Web Portal, SmartPhone App, SMS Text Messaging, LED/LCD Depot Signage and Interactive Voice Response components.
- **RM Mobile Data System:** Our scalable and open-architecture in-vehicle solution provides a tablet computer as the Driver Interface Device, and a Vehicle Logic Unit for real-time communication with RouteMatch Fixed and transit-proven in-vehicle peripheral devices, such as Automated Voice Annunciators, Next Stop signs, Head Sign Integration and Automated Passenger Counters.
- **RM Analytics:** Web based Analytics and Business Intelligence tool that provides the City the ability to identify, track, trend, report and monitor Key Performance indicators.
- **Professional Services:** RouteMatch understands importance of a successful deployment of a supported solution. The RouteMatch Implementation Methodology (RIM) is a proven, pragmatic and adaptable implementation methodology that capitalizes on our collective experience with Go Lives at over 600 locations. This internally developed methodology takes into account the proper staffing to meet your timelines and the proper procedures and documentation results in a successful implementation of our systems.
- **Total Support & Maintenance:** Our Customer Support & Maintenance Program provides a live 24/7, U.S.-based Support Staff, and includes all product upgrades and updates to protect your investment and ensure Porterville Transit is using cutting-edge technologies.

2.0 Scope of Work

2.1 RouteMatch Fixed

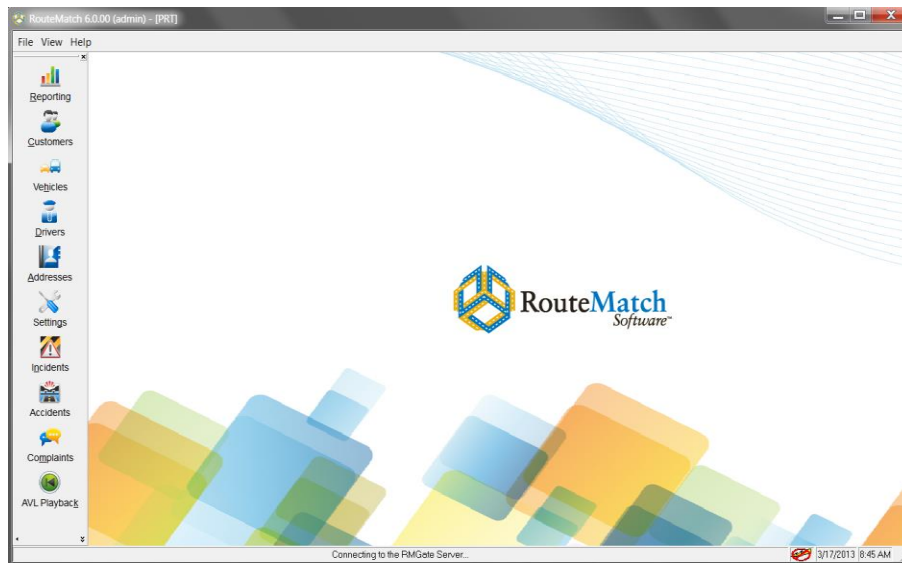
RouteMatch Fixed is a scalable CAD/AVL solution that provides tools for transit managers to plan, monitor, analyze, and improve service performance. Fundamental to the system is the ability to integrate with in-vehicle, GPS driven devices for Automatic Vehicle Location (AVL) capabilities, on time performance, and real time bus arrival predictions. The system also provides reporting and analytical tools to plan, gauge, and systematically improve performance over time. In addition, RouteMatch Fixed offers several extensible modules to enhance the solution, including: Mobile Data Computing, Automated Passenger Counting, Automated Voice Annunciation, Vehicle Diagnostics, as well as a suite of Traveler Information Systems (TIS) called RouteShout™.

Key Components:

- Bus Stop Management
- GeoTarget Management
- Schedule Management
- On Board Device Integration
- Real Time Arrival (RTA) Predictions
- Performance Alerting
- Business Intelligence

Major Benefits:

- Real time speed, heading, and location of vehicles
- Passenger Information available at the Bus Stop, Depot or Transfer Station
- Automatic collection of passenger count data
- On Time Performance Monitoring / Analysis
- Reporting capabilities based on scheduled, predicted, and actual data
- Alert Engine Management awareness of service disruptions
- Executive Dashboards



2.2 RouteShout Traveler Information

RouteMatch believes that riders' access to real-time bus location information is the best method to improve system awareness, improve the perception of the transit system, improve customer convenience and ultimately improve the overall transit experience. To this end, RouteMatch has developed RouteShout™, a suite of Traveler Information Systems (TIS) offerings to provide access to real-time transit data.

Rider engagement is the future of all forms of public transit and providing your riders with the individualized information they want through the media they prefer. The riders of today and tomorrow are interested in accessing their trip information from anywhere. RouteMatch has seen a huge spike in interest from transit agencies in connecting with riders through mobile apps. Imagine riders being able to access vehicle location and ETA predictions from their smartphone? The possibilities are endless and the future of transit is leveraging technology to further engage your riders.

|We are proposing to work with Porterville to provide and implement low energy beacon technology on the conventional transit busses that will interact with the rider's app on their smartphone. This will communicate details back to dispatch as to which conventional transit vehicle your passengers have boarded to allow dispatch to track where they are. This will help to predict when the third leg of the trip will be complete, or where it will take place in the event that the rider alights at the incorrect stop.

RouteShout Administration

The RouteShout Administration Portal is a tool for internal staff to monitor and analyze communications via connected RouteShout media components. This securely hosted solution provides real-time updates on ridership activities and usage, and provides an interface for transportation agencies to connect with riders through advertising campaigns and mobile notifications.

RouteShout Mobile (SmartPhone App & SMS Text)

RouteShout Mobile uses a cost effective TIS approach by maximizing the device in your riders' hands: the Cell Phone! Today's transit consumers are on the move, and can now access transit information with SmartPhones, QR Codes, Notifications and a Mobile-Friendly Browser Display. Available information includes detailed maps, nearby stops, route information, bus arrival information, and system material.

RouteShout Web

The RouteMatch Web Portal provides a unique opportunity to supply riders with 24/7/365 access to transit information. RouteShout Web will support a secure web portal that provides riders with access to selected information, including information on fixed route schedule, a link to the Google Transit Trip Planner, and real time status of Fixed Route vehicle locations. This information can be accessed through a standard Internet Browser or through mobile phone that supports internet.

2.3 Mobile Data System

2.3.1 Vehicle Logic Unit

RMVelocity is RouteMatch's Vehicle Logic Unit (VLU). It is a powerful and compact vehicle management unit specifically designed for public transit ITS applications. RMVelocity provides a stable and expandable platform to for data collection and on-board peripheral management, either as a standalone device, or paired with RouteMatch's RMMobile applications for enhanced capability. RouteMatch Velocity is a vehicle logic unit and central communications platform specifically designed for in-vehicle installation. The RMVelocity supports all peripherals installed in the vehicle and takes advantage of the latest mobile devices available on the market today. The VLU connects to the announcement system, headsigns, and other future peripherals such as TSP and APCs.

Whether discreet inputs, RS-232 or RS-485 serial inputs, external relay control, Ethernet, J1809/OBD-II/CAN networks or USB client devices, RMVLU can interconnect it all, while connecting via USB (OTG), Wi-Fi (integrated), or Bluetooth (external USB adapter required) to additional peripherals. Paired with a range of cellular modems, RMVelocity seamlessly integrates with RouteMatch's enterprise toolset to provide the following capabilities:

- AVL reporting for vehicle tracking
- WiFi hotspot/client to enable RMMobile connectivity inside or outside the vehicle and provide WLAN connectivity where needed
- J1708 interface and target engine for management of fixed route peripherals including:
- Automated Voice Announcement Systems (AVA) & Automated Passenger Counters (APC)
- Destination sign control
- Single point of sign on support (when paired with RMMobile running on an Android tablet) including AVA, APC, Destination signs and GFI Odyssey fare boxes
- Discrete I/O to track items such as door open/close and covert alarm
- Power management and tablet charging via dedicated power outputs and a configurable high current USB charging port
- 3 RS232, 3 additional USB and an Ethernet interfaces for future peripheral connections
- CANBUS 2.0b interface for on-board vehicle diagnostics



2.3.2 Automated Voice Annunciation & Next Stop Signage

RouteMatch integrates the Mackenzie Labs MB-701 (Automatic Annunciation System). The Mackenzie AAS stores all of the prerecorded announcements and text messages for the next stop voice and sign display for the entire system. These announcements and messages are enumerated using a simple index, and this index is used to associate each announcement/message pair to a stop entry (arrival message) or exit (next stop message) in the route definitions in the CAD/AVL system. The stops (targets) are uploaded to the VLU, so that the stop announcement/messages are triggered based on entry into and exit from the stop (target) in real time. Announcements are professionally recorded, so male/female voices, tone and dialect are all able to be selected. Additionally, alternate languages and dialects can be easily accommodated as a result of using real human voices.



RouteMatch and Sunrise Systems have formed a strong business partnership whereby Sunrise is the exclusive supplier of in-vehicle LED sign products and solutions to RouteMatch. We have packaged the Sunrise product with the Mackenzie Labs AVA product to form an out-of-the-box solution to the market. Sunrise will not be staffed on this project as RouteMatch will fully integrate all Sunrise products.



The AVA device stores all of the professionally recorded announcements and text messages for the next stop voice and sign display for the entire system. These announcements and messages are enumerated using a simple index, and this index is used to associate each announcement/message pair to a stop entry (arrival message) or exit (next stop message) in the route definitions in the CAD/AVL system. The stops (targets) are uploaded to the VLU, so that the stop announcement/messages are triggered based on entry into and exit from the stop (target) in real time.

2.3.3 Automated Passenger Counters

RouteMatch partners with iris APC equipment, utilizing overhead active APC units to accurately count and transfer passenger count data to the RMFixed database via the Tablet and VLU in-vehicle system. Even in

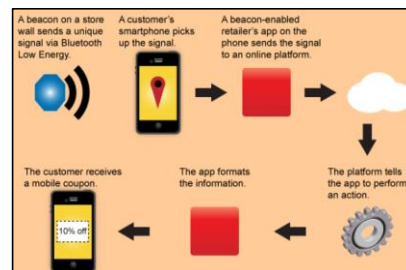
dense passenger traffic and multiple simultaneous boardings / alightings, the measurements are performed correctly at each stop. Iris has a proven track record of providing accurate passenger counts, specified at 95% accuracy in use, with installations across North America.

RouteMatch Fixed controls the APC control device via the VLU, only collecting APC data when the doors are open. The VLU also sends APC data to RouteMatch CAD / AVL in real time. All geographic triggers, facilitating the logic of the VLU are managed in the RouteMatch CAD / AVL system through GeoTargets.

After data collection, RouteMatch provides intuitive tools to analyze and report on passenger count data for transit planning. Below is a dedicated, geographically-based tool to display passenger count data by location and time of day. In addition, reporting tools are available with front-end-options that allow users to analyze passenger count data by route, run, vehicle, driver, or service.

2.3.4 Beacons

Beacons are the enabling technology for devices to alert apps or websites (which the user has opted into) when someone approaches or leaves a bus. Beacons employ Bluetooth low-energy (BLE) wireless technology to pinpoint the location of riders. Specifically, a beacon emits a BLE signal that an agency's app on a smartphone coming within range of that signal can pick up on.



2.3.5 Automated Vehicle Management

Wireless Vehicle Bus Adapter (WVA)

J1708/J1939 to Wi-Fi Adapter

- On-board J1939/J1708 message processing simplifies integration with applications
- Less than 5 minutes to install, uninstall or replace
- No cabling, no cluttering of the cab
- Supports emerging mobile devices: Android and iOS smartphones, tablets and OBCs
- Power management to minimize drain on vehicle battery



2.4 Implementation / Deployment

The ultimate success of any transit system implementation project is highly dependent on how you begin. That's why every RouteMatch implementation starts with our tested and proven RouteMatch Implementation Methodology (RIM), a system of best practices and processes that ensures a smooth and successful deployment of our industry-leading transit solutions and rapid delivery of return on investment (ROI) for our customers.

The RouteMatch Professional Services Organization (PSO) has institutionalized a standard proven pragmatic and adaptable implementation methodology that capitalizes on our collective experience with Go Lives at over 600 locations across the USA. This internally developed methodology RIM (RouteMatch Implementation Methodology), has evolved through the hundreds of installations that we have completed. RIM takes into account the proper staffing to meet the client's timelines and the proper procedures and documentation results in a successful implementation of our systems. RIM fundamentals include teamwork, structured client involvement, discrete, flexible stages with concrete deliverables.

The stages and components of the RouteMatch Software RIM approach include:

- **Phase 0:** Project Initiation - A structured transition from contract award to project kickoff.
- **Phase 1:** Design - Determines the details required to implement RouteMatch Software' solutions in the client's environment to meet the clients operations.
- **Phase 2:** Build – Software and hardware install, configuration, and Vendor Assembly Testing; prepares the project teams for operation in the client's environment.
- **Phase 3:** Educate – End to End system overviews ensures knowledge share of the updated operational inputs and outputs including end user training in distinct levels of training through a tailored course structure.
- **Phase 4:** Deployment – User acceptance testing; confirms the solutions ability to execute a production environment in the client's current IT environment. Integrates the system and operations in a production environment for the client. Includes Go Live.
- **Phase 5:** System Acceptance - Happens once the client is fully operational and ready for transition to customer support. Transition to RouteMatch's Customer Support Organization (CSO)
- **Project Management** – occurs throughout all phases to ensure project goals, objectives, timeline and budget are being met and communications are clearly executed.
- **Account Management** – ensures customer satisfaction is maintained over course of entire project, and that transition into RouteMatch's Customer Support Organization (software maintenance) is successful through meeting all project objectives.
- **Executive Sponsorship** – aligns the project's objectives to RouteMatch's corporate goals to ensure that client satisfaction and return on investment meet organizational expectations for all parties.

2.5 Total Support & Maintenance

The RouteMatch offers post-implementation warranty and support through its Client Services Operation department. This department includes 25 consultants and IT professionals working in the following divisions:

Tier 1 – Tier 1 staff consists of IT and/or Transit professionals with 1 – 2 years prior experience. They are the “front line” contact point for all Customer Support needs. They man our telephone and email case queues and provide training, configuration services, technical assistance, and case processing. Tier 1 staff is responsible for tracking all cases and communicating efforts, resolution plans, and timelines to our customers.

Tier 2 – Tier 2 staff are IT and/or Transit Professionals with at least 3 years of prior experience who have specific skill sets tied to more complex matters such as database management, report writing, scheduling engines, real time arrival, transit operations, and billing. Tier 2 staff receives cases from the Tier 1 team and work with customers to resolve issues. Tier 2 staff also works directly with software developers and our Product Management team to process and handle matters.

Educational Services – Educational Service staff members are training professionals with at least 3 years experience in IT or Transit. These professionals are experts in the use of RouteMatch Software and are trained to identify training needs, develop training programs; and to deliver both individual and classroom based training. The Educational Services division provides training “on demand” for more complex issues and otherwise creates and delivers specific training curriculums as requested and needed as well as routine, general Training Webinars for the general customer population to attend.

Upgrade Services – Upgrade Services consists of former Implementation Consultants and Tier 2 support staff who are tasked specifically with delivering upgrades to current clients. Their expertise and efforts include version configurations, data and report migrations, training, operations assessments, and hardware configuration. The upgrade services team is also trained in project management so as to insure seamless transitions to new versions.

Transit ITS Consulting / Complex Account Management – RouteMatch has a team of senior Customer Support Representatives and former Implementation Consultants who are tasked with providing on-going, post implementation consulting services. These services include operations assessments; specific and detailed training on complex software functions such as automated scheduling and billing, and reporting, as well as overall complex account management. Their efforts include weekly project status meetings, issue log reporting, and on-site visits when needed. It also includes carrying out our RouteMatch In-the-Field™ program where we travel to certain locations central to our clients and provide face-to-face customer support and consulting.

3.0 Pricing

Software Licensing	
RM Fixed (11 Additional Vehicles)	\$19,250
APC Module (11 Vehicles)	\$18,000
AVA & Next Stop Module (11 Vehicles)	\$9,000
RM Analytics (5 Users and 11 Vehicles)	\$30,900
Headsign Integration (11 Vehicles)	\$5,000
RouteShout (11 Vehicles)	\$32,000
Automated Vehicle Management (11 Vehicles)	\$8,250
Farebox Integration	\$12,500
Subtotal	\$134,900
Professional Services	
Services to Design, Build, Train and Deploy	\$50,000
APC Configuration and Testing	\$5,000
Travel	\$7,500
Subtotal	\$62,500
3rd Party Hardware	
Iris APC's (11 units)	\$34,584
AVA's and Next Stop Signs (11 units)	\$35,057
Vehicle Logic Unit (11 units)	\$11,880
Beacons (11 units)	\$1,650
HiNT Mounting Hardware (11 units)	\$1,870
AVM Hardware (11 units)	\$2,200
Installation	\$18,085
Tax	\$7,525
Subtotal	\$112,851
Total Support & Maintenance	
24/7 Total Support & Maintenance Program (Years 1-3)	\$74,700
Subtotal	\$74,700
TOTAL	\$384,951

Notes & Assumptions

- Pricing is valid for 90 days from the date of proposal.
- Ongoing fees beyond the years listed above may be adjusted in a manner consistent with the Agreement.
- All ongoing fees will be billed annually in advance. Professional services will be billed as performed. Hardware and software licenses shall be billed upon delivery either to Licensee's site or RouteMatch for configuration, as applicable.

4.0 Acceptance Page

This proposal serves as an addendum to the Software License and Services Agreement (“the Agreement”), between RouteMatch Software, Inc., and City of Porterville, inclusive of all modifications thereto. The scope, terms, and conditions of this proposal are incorporated into and form a part of the Agreement, and the terms and conditions of the Agreement, including, but not limited to, any obligations and limitations related to warranties, liabilities, and permitted uses of licenses/services, shall apply to the licenses, services, and/or other deliverables contemplated herein. All use of software on RouteMatch’s cloud continues to be subject to the ASP policies, and RouteMatch does not guarantee that the hosted services will be available at all times or any particular time. Should any term of this proposal conflict with the Agreement, this proposal shall govern, but except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. This proposal, inclusive of the applicable terms of the Agreement, represents the complete agreement between the Parties with respect to the scope of licenses, services and/or other deliverables provided hereunder and supersedes any prior understandings or agreements.

Please have an authorized official to sign and return as acceptance of this proposal. Upon receipt of the accepted quote, RouteMatch will authorize the above described product and/or services to be delivered to City of Porterville.

Authorized Signature

Date

Printed Name

Organization Name

Sales Quotation

Sold-To-Party

City of Porterville
291 N Main St
Porterville CA 93257

Ship-To-Party

City of Porterville
291 N Main St
Porterville CA 93257

Information

Sales Quote No. 5013074
Document Date 01/30/2017
Customer No. 557
Currency USD
Contact Name Richard Tree
Phone 559-782-7448
FAX 559-781-6437
EMAIL richardtree@portervilletransit.com
Validity Start Date 01/30/2017
Validity End Date 03/31/2017
Req Ship Date 01/30/2017

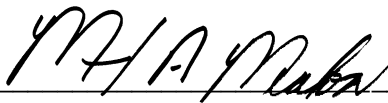
End User

City of Porterville
291 N Main St
Porterville CA 93257

Build fareboxes to match first order.

Item	Material	Quantity	Price	Amount
10	ITEM	11 EA	13,170.00 USD	144,870.00
	Fast Fare Farebox complete			
	Tax	1 EA	1,086.53 USD	11,951.78
20	FREIGHT	1 EA	1,011.00 USD	1,011.00
	Freight			
30	EXTENDED WARRANTY	11 EA	280.00 USD	3,080.00
	Extended Warranty (Year 2)			
40	EXTENDED WARRANTY	11 EA	280.00 USD	3,080.00
	Extended Warranty (Year 3)			

Gross Value:				152,041.00
Total Tax:				11,951.78
Final Amount:				163,992.78

Signature:

Date: 01/30/2017

Sales Representative:

Mark Mahon

Phone: 847-222-3639

Email:

mark.mahon@spx.com

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

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

TERMS AND CONDITIONS OF SALE

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

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

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

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

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

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

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

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

8. CANCELLATION. If Customer cancels an Agreement before the

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

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

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

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

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

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

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

14. INSURANCE. Genfare shall maintain insurance coverage

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

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

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

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

ATTACHMENT A- WARRANTY

1. GENERAL TERMS

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

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

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

2. RETURN OF EQUIPMENT UNDER WARRANTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. LIMITATION ON DAMAGES.

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

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

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



THE CITY OF PORTERVILLE

CONTRACT 17-_____

FOR

BATTERY-ELECTRIC HEAVY DUTY BUSES

THIS AGREEMENT (hereinafter, the “**Contract**”) is made as of the 7th day of February 2017 (the “**Effective Date**”) by and between:

THE CITY OF PORTERVILLE (hereinafter referred to as “**CITY**”), a municipal corporation, whose address is 291 North Main Street, Porterville, CA 93257

and

GreenPower Motor Company Inc., a Delaware corporation (hereinafter referred to as the “**Contractor**”), with a registered address located at 2711 Centerville Rd., STE 400, Wilmington, DE 19808 and its principal place of business located at 1780 Hope Drive, Porterville, CA 93257.

W I T N E S S E T H:

WHEREAS, CITY was created by the above-state charter to perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business; and

WHEREAS, CITY desires to obtain goods and/or services (collectively, the “**Services**”), according to the requirements in the **California Air Resources Board (ARB), Zero-Emission Truck and Bus Pilot Commercial Deployment Projects**, Grant Solicitation (hereinafter referred to as the “**Solicitation**”) and as further described herein: and

WHEREAS, the CITY and Contractor has submitted a proposal or response in connection with the Solicitation, which has been selected by ARB (hereinafter referred to

COP CONTRACT 17-_____

as the **Response**"); and

WHEREAS, the Contractor warrants to CITY that it is qualified and duly licensed to furnish the Services in California and meet the obligations set forth in the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **Exhibit "A"** (the **"Scope of Services"**), and as hereinafter stated; and

WHEREAS, the Contractor warrants that the representations made by it in its Response to the Solicitation remain valid, accurate and binding upon it; and

WHEREAS, the Contractor desires to render the Services and meet the obligations set forth in the Solicitation, the Response, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents, as defined herein; and

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follow:

1. **RECITALS**. The Recitals set forth above are incorporated herein by this reference.

2. **DEFINITIONS**. Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in paragraph 3 hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to CITY's Administrative Rules. If there is a conflict between any defined terms, the reasonable interpretation of said term by CITY shall govern.

3. **CONTRACT DOCUMENTS**. For the purposes of this Contract, the following documents are collectively referred to herein as the **"Contract Documents"**:

- a) This Contract together with all Exhibits hereto;
- b) The General Provisions of CITY;
- c) The Solicitation; and
- d) The Response.

In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above. In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of CITY are not relevant to the remaining Contract Documents, then, in the event, the provisions contained in the Response will not be applicable and therefore not a part of the Contract Documents.

Contract Documents shall further include any later amendments or change orders.

4. **FURNISHING OF SERVICES.** In regard to the Services to be furnished by the Contractor.

a) **Furnishing of Services.** The Contractor shall furnish to CITY furnished by the Contractor.

b) **Minimum and Maximum Quantities.** The minimum number of Buses to be purchased by CITY is ten (10). The maximum number of Buses to be purchased by CITY is thirty (30). (The term "Buses" shall have the meaning set forth in the Scope of Services.)

5. **TERM.**

a) **Initial Term.** Subject to the further provisions set forth in this paragraph, the term of this Contract shall be for a period of ten (10) years commencing on February 7, 2017 and ending February 6, 2027.

b) **Termination.** CITY shall have the right to terminate this Contract at any time, in accordance with the provisions of paragraph 10 below.

6. **PAYMENT.**

a) **Payment.** CITY agrees to pay the Contractor for the Services the amount provided in the Scope of Services.

b) **Procedure for Invoicing.** Invoicing for services must be rendered in accordance with CITY policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. For orders placed by CITY, the invoice must be sent to City of Porterville, Accounts Payable, 291 North Main Street, Porterville, California 93257, or such other address as may be specified by CITY from time to time.

c) **Time of Payment by CITY.** Subject to the terms and conditions provided herein, payment will be made within thirty (30) days after receipt of a proper invoice and acceptance (final or provisional) of the Bus(es). Within fifteen (15) days after arrival at the designated point of delivery, each Bus shall undergo testing by CITY. IF the Bus passes these tests, acceptance of the Bus by CITY occurs on the fifteenth (15th) day after delivery. Acceptance may occur earlier if CITY notifies the Contractor of early acceptance or places the Bus in revenue service. If the Bus fails these tests, the Contractor requests a letter of discrepancies for resolution be issued by the fifteenth (15th) day after delivery. CITY reserves the right to conditionally or provisionally accept one or more Buses subject to the correction of minor deficiencies.

d) **Additional Information.** CITY may request additional documentation

from the Contractor prior to payment of any invoice or bill from the Contractor. CITY may disallow and deduct any cost for which proper documentation is not provided.

e) **Receipt of Payment By Contractor as Waiver Against CITY.** The acceptance by the Contractor, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of CITY from any and all claims, demands, or causes of action whatsoever that the Contractor, its successors, or assigns may have against CITY or in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

f) **Subcontractors.** In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Contract Documents), then, upon request by CITY, the Contractor shall further provide to CITY copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of CITY from any subcontractor(s) for work so performed by that subcontractor. CITY shall have the right from time to time to directly contact and discuss with subcontractor any work performed by that subcontractor under the Contract Documents, but CITY will not have any liability or obligation to said subcontractor(s).

g) **Withholding of 5% of Cost of Buses.** The CITY may withhold up to five percent (5%) of the total cost of each delivered and accepted Bus to assure correction of minor deficiencies. The withheld funds shall be paid in full to the Contractor within thirty (30) days of Bus acceptance, unless specific defects are found in the vehicle or it is subject to a fleet defect. The defect(s) found shall be described and submitted in writing, including the relevant specification requirement, to the Contractor when identified and within the thirty (30) day withholding period. The withheld funds shall be paid in full to the Contractor upon repairs of the vehicle or receipt of a written commitment from the Contractor reflecting a mutual agreement to resolve the identified deficiency. The withholding option set forth in this subparagraph shall be in addition to any damages and remedies available to CITY as set forth elsewhere in this Contract or which are otherwise available to CITY under applicable law. The exercise by CITY of the withholding option set forth in this subparagraph shall in no way constitute a waiver of CITY's ability to seek or exercise any other damages or remedies available to it.

7. CONTRACTOR'S OBLIGATIONS.

a) The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

b) The Contractor shall furnish, provide or fulfill its obligations under this Contract in a professional manner to the reasonable satisfaction of the duly authorized representatives of CITY, who shall have, at all times, full opportunity to monitor the services performed under this Contract. The Contractor's performance shall be considered acceptable when:

i. The Contractor's performance has been inspected and approved by CITY and, if applicable, all punchlist items have been properly corrected to CITY's satisfaction; and

ii. The Contractor has delivered to CITY adequate documentation for securing title to the Bus(es) in the County of Tulare (including without limitation a notarized MSO document transferring ownership), free and clear of all liens, mortgages and encumbrances, financing statements, claims and demands of any character; and

iii. all the other duties and obligations to be performed by the Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to CITY of any materials or documentation relating to the Services, including any warranty materials.

c) The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that CITY is a public CITY which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration ("**FTA**") and/or the California Department of Transportation ("**CALTRANS**").

d) The Contractor shall pay any applicable license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder, if any. CITY is not exempt from payment of California sales and use taxes. The Contractor shall not be exempted from paying sales tax to its supplies for materials used to fulfill contractual obligations with CITY. CITY reserves the right to "direct buy" any materials to be furnished by the Contractor under the Contract Documents and, if CITY so submits, then the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for CITY to directly purchase those materials, for the contract amount to be reduced by the amount of the purchase price paid by CITY for said materials, for those materials to be physically acquired and/or delivered to the Contractor, who will install them or deliver them as provided in the Contract Documents, with full warranties regarding those materials as if those materials were purchased from the Contractor. Any bonds furnished by the Contractor will apply to those materials.

e) The Contractor shall be responsible for payment of its employee(s)', Federal Insurance Contributions Act ("**FICA**") and Social Security benefits with respect to this Contract.

f) Unless otherwise expressly set forth in the Contract Documents, the Contractor shall be responsible to secure, at the Contractor's expense, all necessary permits and approvals. The Contractor shall promptly furnish copies of all such permits and approvals to CITY as and when obtained.

g) The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

h) The Contractor shall indemnify and hold harmless CITY from and against all claims of liability to third parties for injury to or death of persons, or loss of or damage to property arising out of or in connection with the performance of the work under this Contract, and the use of the premises incident thereto, except where such liability arises out of the sole negligence of CITY, and shall defend all suits brought upon such claim and pay all costs and expenses incident thereto. CITY shall have the right to participate in the defense of any suit, without relieving the Contractor of any obligation.

i) The Contractor, at the request of CITY, shall further provide to CITY such other information as CITY may reasonably request from time to time. Further, the Contractor shall at CITY's request meet and have its employees and representatives meet with CITY from time to time, regarding any of the Services to be rendered under this Contract.

8. NOTICES. All notices shall be made to the addresses listed in the preamble to this Contract, unless otherwise provided below:

a) The Contractor's primary point of contact for daily operations of the Services pursuant to this Contract is: **Brendan Riley**; 1780 Hope Drive, Porterville, CA 93257; Phone: 818-818-1327; Email: brendan@greenpowerbus.com.

b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract is **Brendan Riley**; 1780 Hope Drive, Porterville, CA 93257; Phone: 818-818-1327; Email: brendan@greenpowerbus.com.

c) The Contractor may appoint other individuals upon written notice to, and approval by, CITY. The Contractor shall provide written notice to CITY promptly with respect to any changes to the aforesaid contact information.

d) As of the date hereof, CITY designates **Richard Tree**, (the “**Project Manager**”) with respect to the Contractor’s performance of this Contract, and who will also serve as the primary point of contact for operational issues.

e) As of the date hereof, CITY designates **John Lollis** (hereinbefore referred to as the “**Contracting Officer**”), as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance.

f) CITY may change designation upon written notice to the Contractor. The designated person(s) shall not have the authority to modify this Contract except in accordance with applicable rules and regulations, including, but not limited to CITY’s Administrative Rules and Procedures. Notwithstanding anything herein to the contrary, no such change, modification or amendment shall be valid or binding upon CITY, if the authorizing representative of CITY executing such instrument has exceeded his or her authority, pursuant to applicable CITY Rules and Procedures.

9. MISCELLANEOUS.

a) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

b) **Number and Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

c) **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

d) **Attorney Fees.** In the event of any legal action, including arbitration proceedings, seeking enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorneys’ fees and the cost of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.

e) **Assignment by Contractor.** CITY has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of CITY, which consent may be granted or withheld in the sole discretion of CITY. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this

Contract without prior written consent of CITY shall be void, *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

f) **Survival**. Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining provisions shall not be impaired.

g) **No Third-Party Beneficiary**. It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party other than the, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

10. **CITY APPROVAL**. This Contract, including the exhibits and attachments hereto, is contingent upon the approval by the CITY Governing Board, consistent with the Solicitation, and applicable governing rules and procedures of CITY.

11. **ENTIRE CONTRACT**. This Contract, including the Contract Documents referenced above, together with any exhibits or attachments hereto constitutes the entire agreement between the parties.

12. **NO WAIVER OF DEFAULT**. The failure of any Party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

13. **FURTHER ASSURANCES**. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Contract and the intent of the parties to this Contract.

14. **NON-INTEREST**. No officer or employee of the City shall hold any interest in this Contract (California Government Code section 1090).

15. **CORPORATE AUTHORITY**. Each individual signing this Contract on behalf of any entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Contract.

IN WITNESS WHEREOF, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

“CITY”

CITY OF PORTERVILLE

By _____

Name: Milt Stowe

Title: Mayor

Date _____

“CONTRACTOR”

GreenPower Motor Company, Inc.

By _____

Name: Brendan Riley

Title: President

Date _____

Approved as to Form:

This Contract is approved as to form only for execution by CITY and this approval is not to be relied upon by the Contract for any purpose.

Julia Lew

By: _____

Name: _____

Title: City of Porterville Attorney

HLH:vs

Exhibit “A”

SCOPE OF SERVICES

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

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

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

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

In accordance to the Response, Contractor shall provide extensive bus operator training of the EV350. Contractor shall also provide extensive training to each mechanic who will be providing vehicle maintenance and repair, to assure that vehicles are ready and available for daily revenue service. Contractor shall also provide extensive training to local first-responders on the hazards and mitigation of any emergency situation that may occur.

Table of Contents

Section 1: General Conditions	15
1. Materials and Workmanship	15
2. Conformance with Specifications and Drawings	15
Inspection, Testing, Acceptance	15
3. General	15
4. Risk of Loss	15
5. Title and Warranty of Title	16
6. Intellectual Property Warranty	16
Data Rights	16
7. Proprietary Rights/Rights in Data	16
8. Access to Onboard Operational Data	17
Changes	17
9. Contractor Changes	17
10. CITY Changes	17
Legal Clauses	18
11. Indemnification	18
12. Suspension of Work	19
13. Excusable Delays/Force Majeure	19
14. Termination for Convenience	20
15. Termination for Default	22
16. Compliance with Laws and Regulations	22
17. Changes of Law	23
18. Governing Law and Choice of Forum	23
19. Disputes	23
20. Maintenance of Records; Access by CITY; Right to Audit Records	24
21. Confidential Information	25
22. Conflicts of Interest, Gratuities	26
23. General Nondiscrimination Clause	26
24. Amendment	26
25. Waiver	26
26. Remedies not Exclusive	26
27. Counterparts	27

28. Severability	27
29. Third-Party Beneficiaries.....	27
30. Assignment of Contract	27
31. Independent Parties	27
32. Survival	27
Section 2: Special Conditions	29
1. Price Protection.....	29
2. Price Validity for the Initial Contract Term	29
3. Vehicle and Optional Feature Pricing for Option Periods	29
4. Prohibitions	29
5. Price Adjustments.....	29
Inspection, Testing, Acceptance and Repairs	30
6. Inspection	30
7. Pre-Delivery Tests	30
8. Service Prior to Delivery.....	30
9. Delivery Coordination and Pricing of Delivery	31
10. Delivery Inspection, Post-Delivery Tests and Acceptance	31
11. Documentation and Deliverables Per Bus Order	31
12. Repairs after Non-Acceptance	32
13. Orientation with Delivery	32
14. Registration of Vehicles	32
15. Payment	32
16. Invoices	33
17. Payment of Taxes.....	33
18. Delivery Schedule	33
19. Liquidated Damages for Late Delivery of the Bus	33
Service and Parts.....	34
20. Contractor Service and Parts Support.....	34
21. Parts Availability Guarantee	34
22. Federal Motor Vehicle Safety Standards (FMVSS).....	35
23. Motor Vehicle Pollution Requirements	35
24. Insurance	35
25. Interchangeability	36
26. New Technology.....	36

Section 3: Warranty	37
1. Contractor Warranty	37
2. Complete Bus	37
3. Body and Chassis Structure	37
4. Propulsion System.....	37
5. Warranty Summary including Subsystems	37
6. Extension of Warranty	38
7. Voiding of Warranty	38
8. Exceptions and Additions to Warranty	38
9. Pass-Through Warranty	39
10. Superior Warranty	39
Fleet Defects	39
11. Occurrence and Remedy	39
12. Exceptions to Fleet Defect Provisions	40
Repair Procedures.....	40
13. Repair Performance	40
14. Repairs by the Contractor	40
Repairs by the CITY.....	41
15. Parts Used	41
16. Contractor-Supplied Parts	41
17. Defective Component Return.....	41
18. Failure Analysis.....	41
19. Reimbursement for Labor and Other Related Costs	41
20. Reimbursement for Parts	41
21. Reimbursement Requirements	42
22. Warranty after Replacement/Repairs	42
23. Warranty Processing Procedures	42
24. Forms	43
25. Return of Parts	43
26. Timeframe	43
27. Reimbursements	43
SECTION 4: QUALITY ASSURANCE	44
Contractor's In-Plant Quality Assurance Requirements.....	44
Quality Assurance Organization	44

1. Organization Establishment.....	44
2. Control	44
3. Authority and Responsibility	44
Quality Assurance Organization Functions	44
4. Minimum Functions	44
5. Basic Standards and Facilities	45
6. Maintenance of Control	45
7. Manufacturing Control.....	46
8. Inspection System	46
Inspection.....	47
9. Inspection Stations	47
10. Optional Resident Inspectors	47
11. Resident Inspector's Role	47
12. Pre-Production Meetings.....	48
13. Authority	48
14. Support Provisions	49
15. Compliance with Safety Requirements	49
Acceptance Tests	49
16. Responsibility	49
17. Pre-Delivery Tests	49
18. Visual and Measured Inspections	50
19. Total Bus Operation	50
CITY-Specific Requirements.....	50
20. Pre-Delivery Bus Documentation Package (BDP).....	50
Section 5: Battery-Electric Heavy Duty Bus Specifications	52
1. SCOPE.....	52
2. APPLICABLE STANDARDS, LAW AND REGULATIONS	52
3. ALTOONA BUS TESTING:	52
4. VEHICLE TYPES AND SPECIFICATIONS	53
5. SPECIFICATION REQUIREMENTS	53
Section 6: Base Equipment and Options	64

Section 1: General Conditions

1. Materials and Workmanship

The Contractor shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the Contractor or purchased from a Supplier. This provision excludes any equipment leased or supplied by the CITY, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the buses.

2. Conformance with Specifications and Drawings

Materials furnished and Work performed by the Contractor shall conform to the requirements of the Technical Specifications and other Contract documents. Notwithstanding the provision of drawings, technical specifications or other data by the CITY, the Contractor shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Items that are installed by the CITY shall not be the responsibility of the Contractor unless they are included in this Contract.

Inspection, Testing, Acceptance

3. General

The pre-delivery tests and inspections shall be performed at the Contractor's plant; they shall be performed in accordance with the procedures defined in "Section 8: Quality Assurance"; and they may be witnessed by the CITY inspector. When a bus passes these tests and inspections, the inspector, if one is present, shall authorize release of the bus.

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus shall undergo the CITY tests defined in "Post-Delivery Tests." If the bus passes these tests or if the CITY does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the CITY occurs on the 15th day after delivery. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Nonacceptance" have been carried out and the bus retested until it passes. Acceptance occurs earlier if the CITY notifies the Contractor of early acceptance or places the bus in revenue service.

4. Risk of Loss

The City shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery." Prior to this delivery, the Contractor shall have risk of loss of the bus, including any damages sustained during the delivery regardless of the status of title or any payments

related to the bus. If the vehicle is driven to the designated point of delivery, drivers shall keep a maintenance log en route, and it shall be delivered to the CITY with the bus. If the bus is released back to the Contractor for any reason, the Contractor has the risk of loss upon such release.

5. Title and Warranty of Title

Adequate documents for registering the bus in California shall be provided to the Contractor not less than 10 business days before delivery to the CITY. Upon acceptance of each bus, the Contractor registers the vehicle and warrants that the title shall pass to the CITY free and clear of all encumbrances.

6. Intellectual Property Warranty

The CITY shall advise the Contractor of any impending patent suit related to this Contract against the CITY and provide all information available. The Contractor shall defend any suit or proceeding brought against the CITY based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the CITY. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the CITY the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

The Contractor's obligations under this section are discharged and the CITY shall hold the Contractor harmless with respect to the equipment or part if it was specified by the CITY, in which case the Contractor shall be held harmless.

Data Rights

7. Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings
- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The CITY shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the CITY to utilize such information in order to maintain the vehicles. In the event that the Contractor

no longer provides the information the CITY has the right to reverse engineer patented parts and software.

The CITY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

8. Access to Onboard Operational Data

The CITY grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

Changes

9. Contractor Changes

Any proposed change in this Contract shall be submitted to the CITY for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

10. CITY Changes

The CITY may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the Work to be performed. This Proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Disputes," below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

Legal Clauses

11. Indemnification

The Contractor shall, to the extent permitted by law: (1) protect, indemnify and save the CITY and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the CITY and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of or resulting from the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the CITY and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The CITY shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The CITY shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The CITY shall have the right to be represented therein by advisory council of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the CITY, its officers, employees, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Contractor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

12. Suspension of Work

The CITY may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the CITY.

The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

13. Excusable Delays/Force Majeure

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the CITY or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the CITY subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the CITY as described below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The CITY reserves the right to rescind or shorten any extension previously granted, if subsequently the CITY determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the CITY shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the CITY within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the CITY within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The CITY shall make its determination within thirty (30) calendar days after receipt of the application.

14. Termination for Convenience

The performance of Work under this Contract may be terminated by the CITY in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the CITY. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.

- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the CITY in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the CITY shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to the CITY and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the CITY.
- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the CITY to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the CITY has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CITY to be paid to the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except

that wherever the word "Government" appears, it shall be deleted and the word "CITY" shall be substituted in lieu thereof.

15. Termination for Default

The CITY may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the CITY may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the CITY for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the CITY shall be at the Contract price. The CITY may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the CITY against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the CITY.

16. Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA

regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the CITY and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

17. Changes of Law

Changes of Law that become effective after the Contract Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the CITY and the Contractor and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required.

18. Governing Law and Choice of Forum

This Contract shall be governed by the laws of State of California without regard to conflict of law rules. The Contractor consents to the jurisdiction of the State of California and the County of Tulare.

19. Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. **Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
2. **Negotiation between contracting officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the designated Contracting Officer of the CITY ordering the vehicles and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's

position and (c) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

20. Maintenance of Records; Access by CITY; Right to Audit Records

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the CITY is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the CITY, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of

evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the CITY shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

21. Confidential Information

Access to government records is governed by the statutes of the State of California. Except as otherwise required by the statutes of the State of California, the CITY shall exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Upon a request for records from a third party regarding the Contract, the CITY shall notify the Contractor in writing. The Contractor must respond within twenty (20) days with the identification of any and all "proprietary, trade secret or confidential commercial or financial" information, and the Contractor shall indemnify the CITY's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The CITY shall employ sound business practices no less diligent than those used for the CITY's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the statutes of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the CITY in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

22. Conflicts of Interest, Gratuities

No member, officer, or employee of the CITY or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

23. General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it shall not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

24. Amendment

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the CITY and Contractor, and specifically referencing this Contract.

25. Waiver

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

26. Remedies not Exclusive

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. Counterparts

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

28. Severability

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

29. Third-Party Beneficiaries

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

30. Assignment of Contract

Neither party shall assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract shall be effective until approved in writing by the other party.

31. Independent Parties

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the CITY.

32. Survival

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the CITY may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- “Intellectual Property Warranty”
- “Data Rights”
- “Indemnification”
- “Governing Law and Choice of Forum”
- “Disputes”

- “Confidential Information”
- “Parts Availability Guarantee”
- “Access to Records”
- “Training”

Section 2: Special Conditions

1. Price Protection

Contractor agrees all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

2. Price Validity for the Initial Contract Term

Contractor agrees to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Contract from the time of contract award to the expiration of the initial contract term. By submittal and acceptance of its pricing, the Contractor also agrees to provide any of the listed optional features at the listed pricing for the three-year contract term.

3. Vehicle and Optional Feature Pricing for Option Periods

Subject to the provisions of 5.5 Price Adjustments, the price of the vehicles and of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by multiplying the Base Order Price by the following fraction:

$$\frac{\text{Preliminary Index Number on Month Prior to Notice of Exercise of Option}}{\text{Index Number on Effective Date of the Contract}}$$

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413 published by the United States Department of Labor or if such Index is no longer in use, then such replacement which is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

4. Prohibitions

Contractors are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award.

5. Price Adjustments

General Conditions Section 8.7, Changes of Law, provides for price adjustments because of changes of law. Notwithstanding that provision, a chassis model price increase shall be considered when a model year change is specific to the automotive or van industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price

increase to the Contractor. The Contractor shall submit the request and all necessary documentation to the CITY. The documentation of such factors shall be provided by the dealer. Should the CITY not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed by the CITY'S purchasing schedule upon the responsible dealer's request.

A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase.

Inspection, Testing, Acceptance and Repairs

6. Inspection

At the sole election of CITY, the CITY may conduct an on-site inspection of the first vehicle being manufactured to validate compliance with the specification and any other audit requirements. This Proof-of-Concept bus shall serve as a standard for the units that follow as ordered. This shall not relieve the Contractor and manufacturer from an obligation to manufacture all units in compliance with all specifications.

As least thirty (30) days prior to completion of the Proof-of-Concept bus, the Contractor is to notify the CITY in writing. The Proof-of-Concept bus is to be available for inspection either at the point of delivery or at the manufacturing facility. Parties that are to be present include representatives from the successful manufacturer, the Contractor and representative(s) from the City and/or independent inspection consultant.

7. Pre-Delivery Tests

The Contractor's or manufacturer's pre-delivery tests and inspections of all Vehicles shall be performed at or near the manufacturing plant; they shall be performed in accordance with the procedures defined in Quality Assurance Provisions, and they may be witnessed by the City and/or independent inspection consultant. The records of this testing shall be provided to the CITY in accordance with the Quality Assurance Provisions.

8. Service Prior to Delivery

Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop located near the CITY. The service shall include not less than the following:

- A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
- B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.
- C. A four-wheel alignment at final point of inspection. Wheel alignment shall take place after delivery to the Contractor's location. Documentation of alignment

- settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must accompany delivery documentation to CITY.
- D. Full battery charge at the Contractor's location.
 - E. Documentation of the alignment of headlights shall be provided to the CITY at delivery.
 - F. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.
 - G. Copy of the Contractor's pre-delivery inspection and all subsequent inspections by Contractor's inspectors shall be provided to the CITY upon delivery.
 - H. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be fully charged and all fluids and weighed with all equipment installed. The weight certificate shall be included with the bus and available for review at time of inspection.

9. Delivery Coordination and Pricing of Delivery

All vehicle deliveries shall be coordinated with the CITY. The Contractor shall contact the CITY to agree upon a delivery schedule at least three (3) working days prior to delivery. Delivery shall be made during normal working hours. Delivery terms are Freight on Board (FOB) to be specified by the CITY.

10. Delivery Inspection, Post-Delivery Tests and Acceptance

Upon delivery of the Vehicle at a point of delivery, the CITY shall take possession of the Vehicle and shall perform the inspections and tests. If the Vehicle passes these inspections and tests, the CITY shall Accept the Vehicle no later than the fifteenth day after Contractor delivers the Vehicle to the CITY. The CITY may Accept a Vehicle earlier upon Notice of early Acceptance to the Contractor. If the CITY has not issued a Notice of Acceptance, the CITY shall be deemed to have Accepted a Vehicle on the date it places the Vehicle into revenue service.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The CITY shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance or non-acceptance of each bus after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in "Repairs after Non-Acceptance."

11. Documentation and Deliverables Per Bus Order

The Technical Specification identifies all technical deliverables that must be provided with each bus order. In addition to those items, the Contractor shall provide deliver the following documentation and deliverables with the bus(es).

- Warranty papers – forms, policy, procedures
- Post Delivery documentation

The Contractor also shall exert its best efforts to keep maintenance manuals, operator manuals and parts books up to date for a period of five (5) years. The supplied manuals shall incorporate all equipment ordered on the buses covered by this procurement. In instances where copyright restrictions or other considerations prevent the Contractor from incorporating major components information into the bus parts and service manuals, separate manual sets as published by the subcomponent Supplier shall be provided.

12. Repairs after Non-Acceptance

The Contractor, or its designated representative, shall perform the repairs after non-acceptance.

13. Orientation with Delivery

The Contractor shall provide a vehicle orientation with each vehicle delivered to CITY. If CITY orders more than one (1) vehicle of identical specifications, the orientations shall be provided on the first vehicle delivered. The orientation shall be conducted by the Contractor for the maintenance and operations supervisory and training personnel. The orientation and training shall include, but not be limited to, all systems associated with a battery-electric bus.

14. Registration of Vehicles

The Contractor shall register all vehicles. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each vehicle. Any additional requirements involving vehicle registration such as listing of lien holders shall be provided by the ordering CITY and included in the Order Confirmation form. The Contractor warrants that the title shall pass to the CITY free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character following the CITY's Acceptance of each bus.

15. Payment

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages for Late Delivery of the Bus."

The CITY shall make payments for buses at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.

The CITY shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The CITY shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

16. Invoices

Contractor shall submit invoices for all Vehicles, Spare Parts, and all equipment and other items purchased under this Contract to the CITY thirty (30) calendar days prior to each delivery. Payment shall be within 30 days after Acceptance of each item. Proforma invoices shall be acceptable.

17. Payment of Taxes

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date. The Contractor shall maintain auditable records, subject to the CITY reviews, confirming that tax payments are current at all times. Each invoice for vehicles shall specifically indicate the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

18. Delivery Schedule

The Contractor shall deliver all buses on or before the delivery date contained in the Purchase Order issued by CITY. The Purchase Order shall also indicate the point of delivery as well as days and hours of delivery.

19. Liquidated Damages for Late Delivery of the Bus

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the buses within the time specified in "Delivery Schedule," except for any excusable delays as provided in "Excusable Delays/Force Majeure" or any extension thereof, the CITY shall be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is

hereby agreed that the amount of such damages due to the CITY shall be fixed at \$100 per business day per bus not delivered in substantially as good condition as inspected by the CITY at the time released for shipment.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the CITY and further authorizes the CITY to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the CITY the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the CITY arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

Service and Parts

20. Contractor Service and Parts Support

The Contractor shall state on the form Contractor Service and Parts Support Data the representatives responsible for assisting the CITY, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The Contractor also shall state in its Proposal its policy on transportation charges for parts other than those covered by warranty.

21. Parts Availability Guarantee

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least five (5) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the CITY are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the CITY, within eight (8) hours of the CITY's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the CITY.

Where the Contractor fails to honor this parts guarantee or parts ordered by the CITY are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to CITY, within seven (7) days of the CITY's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the CITY. The Contractor's design and manufacturing documentation provided to the CITY shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

22. Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor shall submit either a manufacturer's FMVSS self-certification, Federal Motor Vehicles Safety Standards, that the vehicle complies with relevant FMVSS or a manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations. One copy of the statement shall be provided to each CITY with the delivery of the buses.

23. Motor Vehicle Pollution Requirements

The Contractor shall furnish to each CITY a certification in writing with each Vehicle delivered that:

- Vehicles shall meet Federal and California pollution requirements.
- The horsepower of the Vehicle is adequate for the speed, range, and terrain in which it shall be required to operate and meet the demands of all auxiliary power equipment.

24. Insurance

The CITY recognizes that the Contractor may be a dealer whose role is warranty and service of the vehicles. In such cases, the Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance program covering Supplier's employees while on CITY property.
- Commercial General Liability Insurance:
- Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$1,000,000 combined single limits per occurrence, \$5,000,000 aggregate, where applicable.
- Product liability: \$1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).

- Automobile Liability Insurance: Bodily Injury and Property Damage, \$1,000,000 combined single limits per occurrence.

In addition, the vehicle manufacturer whose role is to provide the vehicle shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Commercial General Liability Insurance:
 - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$1,000,000 combined single limits per occurrence, \$5,000,000 aggregate, where applicable.
 - Product liability: \$1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).

Contractor shall deliver to the CITY, within thirty (30) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to the CITY's Contract Administrator.

25. Interchangeability

All buses delivered under this Contract, whether provided by a Subcontractor or Supplier, or manufactured by the Contractor, shall be duplicates in design and manufacture, and installed to assure Interchangeability among Buses in each separate order. This Interchangeability shall extend to the components and parts as well as to their locations in the Buses for all buses produced during the first year of the contract.

In the event that a supplier discontinues a product during the Contract period, CITY shall consider a substitute product on a case-by-case basis. No substitutions are to be not without the express written consent of CITY. CITY's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

All such changes shall be processed according to the provisions of General Conditions Section 8, Changes. The Contractor shall not modify any of the listed items contained on the Technical Submittal which was submitted with the proposal without the express written consent of CITY.

26. New Technology

The CITY reserves the right to add new devices to this contract that may evolve through new technology to the resulting contract. Such additions must be for the same purpose as equipment awarded and fall within the original scope. Such equipment shall only be added if it is presented as an items addition by an awarded Contractor.

Section 3: Warranty

1. Contractor Warranty

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the CITY each complete bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

2. Complete Bus

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects **2 years or 200,000 miles**, whichever comes first, beginning on the date of revenue service but not longer than 15 days after acceptance under "Inspection, Testing, Acceptance and Repairs." The warranty is based on regular operation of the bus under the operating conditions prevailing in the CITY's locale.

3. Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for **2 years or 200,000 miles**, whichever comes first.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of **2 years or 200,000 miles**, whichever comes first.

4. Propulsion System

Propulsion system components, specifically the engine or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for the standard **2 years or 200,000 miles**, whichever comes first. The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, submitted in accordance with the Request for Pre-Offer Change.

5. Warranty Summary including Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects for the period shown below:

Item	Years	Mileage
Body Structure	2	200,000
Chassis	2	200,000
Power train	2	200,000
Air Conditioner	2	200,000
Lift/Ramp	3	200,000
Inverters	2	Unlimited
Batteries	10	3,500 charging
Subfloor	12	Unlimited
Flooring	12	Unlimited
Other Optional Features	2	200,000

6. Extension of Warranty

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

7. Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if the CITY fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. The CITY shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

8. Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the CITY

Should the CITY require the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the CITY. This product shall not be eligible under "Fleet Defects," below.

The Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

9. Pass-Through Warranty

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver.

Contractor shall state in writing that the CITY's warranty reimbursements shall not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the CITY to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the CITY. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

10. Superior Warranty

The Contractor shall pass on to the CITY any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the CITY noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

Fleet Defects

11. Occurrence and Remedy

A Fleet Defect is defined as cumulative failures of three (3) of the same components in the same or similar application where the fleet size is fewer than twelve (12) buses where such items are covered by warranty. Where the fleet size is twelve (12) or more buses, a Fleet Defect is defined as twenty-five (25) percent of the same components in the same or similar application where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order placed through the CITY Purchasing Schedule shall be treated as a separate bus fleet.

The Contractor shall correct a Fleet Defect under the warranty provisions defined in "Repair Procedures." After correcting the Defect, the CITY and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other

buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The CITY may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

12. Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to CITY-supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, Fleet Defects shall not apply to interior and exterior finishes, hoses, fittings and fabric.

Repair Procedures

13. Repair Performance

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the CITY shall allow the Contractor or its designated representative to perform such Work. At its discretion, the CITY may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

14. Repairs by the Contractor

If the CITY detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from the CITY. The CITY shall make the bus available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the CITY's option, the Contractor may be required to remove the bus from the CITY's property while repairs are being affected. If the bus is removed from the CITY's property, repair procedures must be diligently pursued by the Contractor's representative.

Repairs by the CITY

15. Parts Used

If the CITY performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the CITY may use Contractor-specified parts available from its own stock if deemed in its best interests.

16. Contractor-Supplied Parts

The CITY may require that the Contractor supply parts for warranty-covered repairs being performed by the CITY. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the CITY from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a CITY handling charge.

17. Defective Component Return

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

18. Failure Analysis

The Contractor shall, upon specific request of the CITY, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

19. Reimbursement for Labor and Other Related Costs

The CITY shall be reimbursed by the Contractor for labor. The amount shall be determined by the CITY for a qualified mechanic at a straight time wage rate per hour, which shall include fringe benefits and overhead adjusted for the CITY's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the CITY's service garage at the time the Defect correction is made.

20. Reimbursement for Parts

The CITY shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent handling

costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to CITY.

21. Reimbursement Requirements

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the CITY submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The CITY may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

22. Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the CITY with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor."

If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the CITY.

23. Warranty Processing Procedures

The following list represents requirements by the Contractor to the CITY for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing

- road calls
- labor
- materials
- parts
- handling
- troubleshooting time

24. Forms

The Contractor shall supply warranty forms to the CITY. The completed forms shall be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and CITY.

25. Return of Parts

When returning defective parts to the Contractor, the CITY shall tag each part with the following:

- bus number and VIN
- claim number
- part number

26. Timeframe

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

27. Reimbursements

Reimbursements are to be transmitted to the address provided by the CITY.

SECTION 4: QUALITY ASSURANCE

Contractor's In-Plant Quality Assurance Requirements

Quality Assurance Organization

1. Organization Establishment

The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

2. Control

The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

3. Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

Quality Assurance Organization Functions

4. Minimum Functions

The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

5. Basic Standards and Facilities

The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.
- Measuring and testing facilities: The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- Equipment use by resident inspectors: The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident and in-plant inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

6. Maintenance of Control

The Contractor shall maintain quality control of purchases:

- Supplier control: The Contractor shall require that each Supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

- Purchasing data: The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

7. Manufacturing Control

- Controlled conditions: The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.
- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.
- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.
- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

8. Inspection System

The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. As a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or

installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the CITY shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the CITY.

Inspection

9. Inspection Stations

Inspection stations shall be at the best locations to provide for the Work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test and bus final road test completion.

10. Optional Resident Inspectors

For orders greater than ten (10) buses, the Ordering CITY shall determine if a Resident Inspector is required under 49 CFR Part 663.37, In the event that the CITY decides to have a Resident Inspector either full time or part-time, the following sections apply.

11. Resident Inspector's Role

The CITY may be represented at the Contractor's plant by resident inspectors, as may be required by FTA. Resident inspectors may be CITY employees or outside contractors. The CITY shall provide the identity of each inspector and shall also identify their level of authority in writing. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this

procurement. The CITY shall designate a primary resident inspector, whose duties and responsibilities are delineated in “Pre-Production Meetings,” “Authority” and “Pre-Delivery Tests,” below. Contractor and resident inspector relations shall be governed by the guidelines in Section 4: Quality Assurance.

12. Pre-Production Meetings

If there are Pre-Production Meetings scheduled, the primary resident inspector may participate in design review and pre-production meetings with the CITY. At these meetings, the configuration of the buses and the manufacturing processes shall be finalized, and all Contract documentation provided to the inspector.

No less than thirty (30) days prior to the beginning of bus manufacture, the primary resident inspector may meet with the Contractor’s quality assurance manager and may conduct a pre-production audit meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

13. Authority

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

The Contractor’s gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor’s personnel shall be made available to operate the devices and to verify their condition and accuracy.

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor’s inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the CITY shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

If applicable, the primary resident inspector shall remain in the Contractor’s plant for the duration of bus assembly Work under this Contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor’s quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of Defects.

14. Support Provisions

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, Internet access, file cabinet and chairs.

15. Compliance with Safety Requirements

At the time of the Pre-Production meeting, the Contractor shall provide all safety and other operational restrictions that govern the Contractor's facilities. These issues shall be discussed and the parties shall agree which rules/restrictions shall govern the CITY's inspector(s) and any other CITY representatives during the course of the Contract.

Acceptance Tests

16. Responsibility

Fully documented tests shall be conducted on each production bus following manufacture to determine its acceptance to the CITY. These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by the CITY after the buses have been delivered.

17. Pre-Delivery Tests

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to the CITY. These pre-delivery tests shall include visual and measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans approved by the CITY.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the required quality and have met the requirements in Section 6: Technical Specifications. The CITY may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with thirty (30) days notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be

available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. If there is an on-site inspector, delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

18. Visual and Measured Inspections

Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing includes verification of overall dimension and weight requirements, that required components are included and are ready for operation, and that components and subsystems designed to operate with the bus in a static condition do function as designed.

19. Total Bus Operation

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion.

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. If requested, computerized diagnostic printouts showing the performance of each bus shall be produced and provided to the CITY. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected.

CITY-Specific Requirements

20. Pre-Delivery Bus Documentation Package (BDP)

The Contractor's quality assurance organization shall be responsible for preparing a documentation package for each Bus. The BDP shall be inserted into a manila envelope which shall be labeled with the CITY name and the bus number on the front of the envelope. This envelope shall be placed into the Bus and shall be presented to the CITY upon delivery.

At a minimum, each BDP shall contain the following items:

- BDP Check-off Sheet listing the following:
- QA Certificate of Completion (signed by Contractor QC representative).
- Battery test certification – if applicable
- Water test Certification.
- Alignment and Steering Stop Adjustment Certification.
- Smoke Opacity Test (Exhaust Emissions), if applicable.

- “Completed Bus” Inspection document.
- Copy of defects noted during any CITY on-site inspection.
- List of “Open Items”- if any
- VIN number (copy of bus data plate)
- Certificate of Origin
- Weight slip (curb weight)
- Certificate of compliance for high voltage/energy storage protective devices, if applicable.
- Copy of FMVSS plate
- Component Serial Number List - List of serialized components installed on each Bus to include, but not limited to:
 - Engine
 - Alternator
 - Starter
 - A/C Compressor
 - Drive Axle
 - Power Steering Unit
 - Air Compressor
 - CNG Fuel Cylinders with installation location diagram.
 - Other serialized components for which the Contractor shall require serial numbers for the processing of warranty claims.

Section 5: Battery-Electric Heavy Duty Bus Specifications

1. SCOPE

The purpose of the specifications is to set forth minimum requirements for a vehicle with Federal Transit Administration (FTA) minimum service life category of 12 years/500,000 miles capable of seating ambulatory and wheelchair passengers. The basic vehicle, both chassis and body, must be a current year factory production model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001:2000 certified.

This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side (curb side) mobility aid Lift and door.

2. APPLICABLE STANDARDS, LAW AND REGULATIONS

The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
- California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
- California Health and Safety Code
- California Air Resources Board and Environmental Protection Agency Standards and Guidelines
- OEM Body Builders Standards and Guidelines
- National Fire Protection Agency Regulations 52
- Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

3. ALTOONA BUS TESTING:

In accordance with 49 CRF Part 665, "Bus Testing Program," the Contractor certifies that the bus model being proposed for this Contract is a new bus model or a bus model with a major change in configuration or components (as described in Subpart A of the interim rule). Contractor, at its own expense, will arrange for the required testing at the FTA Bus Testing Facility at Altoona, Pennsylvania prior to the CITY's acceptance of

the first vehicle in a manner that the Time for Performance outlined in the Contract Specifications will not be impacted. Contractor will provide a copy of the Test Report prepared for this bus model prior to acceptance.

4. VEHICLE TYPES AND SPECIFICATIONS

This specification is for a full Size, battery-electric, heavy duty commercial bus of on a standard low-floor chassis suitable for transporting both ambulatory and non-ambulatory passengers in both rural and urban areas. The bus shall have a standard wheelchair ramp to facilitate entry by passengers including those in a wheelchair. The bus shall meet all requirements of the Americans with Disabilities Act even though the specific items may not be listed in detail in this specification.

Sizes and lengths for the base vehicle to be solicited for are to be described below:

Length	40ft
Width	8.5ft
Height	10.7ft
Seats	39+Standees
Doors	2
Battery Size	320kWh
Range	>185 Miles
Drive Motor	Siemens

Contractor may offer additional line items showing lengths, seating plans and configurations available that it proposes to offer via this contract and show applicable pricing or credits. Acceptance of additional configurations must otherwise comply with all other solicitation requirements, be fully described by the Contractor and is at the discretion of the CITY. Configurations not proposed, priced and accepted are to be considered a cardinal change and are not to be sold under this contract.

5. SPECIFICATION REQUIREMENTS

These specifications apply to all components of Contractor vehicles unless otherwise stated within specifications.

VEHICLE LOADING: In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.

UNLADEN WEIGHT: A copy of a weight certificate from a state (state of final builders

location will be accepted for these purposes) certified scale showing the unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

BASE DRIVE MOTOR: Base vehicle to be equipped with rear-mounted Siemens drive motors. Contractor may offer and show as priced options additional engines in a separate attachment to be approved by the CITY.

BATTERY SYSTEM & BMS: Vehicles will be equipped with J.D. Power LiFeP04 battery systems and BSM.

HUB ODOMETER: The bus shall be equipped with a hub odometer mounted at the curbside of the rear axle. The hub odometer shall have a capacity reading no less than 999,999 miles.

FRONT SUSPENSION: The front suspension to be Ridewell Model ARS-227 (or equal) with 12,000 lbs. capacity, controlled constant height air spring suspension.

PASSENGER DOOR/S: Vehicle to be equipped with front and rear exit doors. Doors shall be a two (2) panel slide and glide design controlled by the driver, equipped with rear door brake and accelerator interlock. Door may not be opened unless bus is travelling below 2 mph. Interlocks must engage when door is opened. Doors able to be activated by driver operated release control valve. Rear door shall be equipped with a sensitive edge which shall upon an obstruction shall stop the door from closing and reopen the doors as well as warn the driver by sounding an alarm and energizing a dash warning light.

FRONT SPRINGS - Four (4) rolling lobe air springs per axle. The springs' air pressure maintained by a single, time-delayed height control valve. Air springs internally equipped with jounce rubber stops.

DAMPENING: The front springs are dampened by two (2) hydraulic suspension valve Koni shock absorbers.

STABILITY: Lateral and longitudinal stability is provided by rubber bushed radius rods.

REAR SUSPENSION: Ridewell Model ARD-227 (or equal) with 23,000 lbs. capacity, controlled constant height air spring suspension.

REAR SPRINGS: Ridewell four (4) rolling lobe air springs (or equal) per axle. Springs air pressure is maintained by two (2) each zero delay height control valves. Air springs are internally equipped with jounce rubber stops.

REAR DAMPENING: The front springs are dampened by two (2) hydraulic suspension valve Koni shock absorbers.

REAR STABILITY: Lateral and longitudinal stability is provided by rubber bushed radius rods

KNEELING: Driver actuated control to lower coach three inches (3") during loading or unloading. Audible signal, amber kneeling warning light and warning decal to be provided at entry door.

FRONT AXLE ASSEMBLY: Arvin Meritor Model FF943 or equal with wide track, hub-piloted, drop center, I-beam type provides a design load rating of 12,000 lbs. capacity.

REAR AXLE ASSEMBLY: Arvin Meritor Model RC-23 or equal hub-piloted, full floating type drive axle providing a design load rating of 23,000 lbs. capacity.

BRAKES: Bendix Air and Meritor-Wabco ABS systems (or approved equal) meeting all FMVSS 121 requirements. Air supplied by engine driven air compressor and regulated by an air governor.

ANTI-LOCK BRAKING: The Meritor-Wabco ABS (or approved equal) all wheel anti-lock braking system electronic system that monitors and controls wheel speed during braking.

PARKING/EMERGENCY BRAKE: Spring brake chamber controlled by a push-pull dash mounted control valve.

SPARE WHEEL/TIRE: Assembled spare wheel and tire as specified for bus model selected. Spare is shipped loose in bus.

BODY AND FRAME: Meets or exceeds FMVSS 220. Side and end frames designed and constructed to absorb excessive road shocks. Side doors and windows reinforced to transfer stresses around openings. Roof designed to withstand rollover stress.

UNDERCOATING: The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim coating for bus applications. All openings in the floorboards and firewall shall be sealed.

MUD FLAPS: Mud flaps are installed behind the front and rear tires to within three inches (3") of the road surface. The rear mud flaps will be full width as specified.

BUMPERS: Front and rear bumpers are reinforced Romeo Rim HELP "S" energy absorbing type or equal. Bumpers are attached to the chassis frame with 1/2" diameter Grade 8 bolts.

PAINT: Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic white enamel that matches the OEM paint scheme (non fiberglass body). Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost with cost documentation to be provided by the contractor. Paint shall meet OEM recommended testing, thickness requirements

and orange peel.

LIGHTING: The headlamps, brake/tail, backup, turn signal and marker lamps will be LED type to long life and superior visibility. All exterior lighting conforming to all State regulations and FMVSS 108.

Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:

- a) OEM daytime running lights.
- b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).
- c) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening.
- d) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear. Shall be visible from the sides with bush guard installed.
- e) Center mounted LED light will be provided and mounted above rear window.
- f) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
- g) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.
- h) Low beam headlamps shall be LED. High beam headlamps shall be 12 volt halogen. High beam and low beam shall be separate assemblies. Standard OEM headlight installation shall be provided in accordance with FMVSS 108 and Part 393, Subpart B of the FMCSA as applicable.

- i) LED lamps shall be potted type and designed to last the life of the bus and have coating applied to protect the light from chemical and abrasion degradation.
- j) LED lights to be warrantied for the Altoona tested service life of the bus.

MODESTY PANELS: Modesty panels and barriers when specified are 1/4" thick gray melamine fitted to the 1 1/4" O.D. stainless steel tubing passenger assists.

SEATING: All seating, including driver, shall meet the following requirements:

Seat fabric shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial. Vinyl seat material shall be at a minimum level 36 oz. per running yard.

All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207, 209,210, and 302 for all seats and seat belts. Furthermore, documentation of current model testing with seats/belts installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the Cooperative prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- b) Inserts shall be easily removable and replaceable without removing the entire seat.
- c) Under seat retractable seatbelts are to be provided, equal to Freedman USR, for all seats.
- d) All exposed metal surfaces shall be powder coated.
- e) All seats shall have not less than 27" hip to knee room spacing between seats. Seat bottom cushion height shall be 17.5", plus or minus 1/2 inch, as measured from floor to top of the cushion.
- f) All forward facing passenger seats are to have molded energy absorbing grab

handles at the top of each forward facing seat.

- g) A minimum clear aisle of 15". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid ramp except when there is a rear ramp. Random movement to any seat position for ambulatory passengers must be maintained.
- h) Optional foldaway seats must be equal to Freedman CitiSeat Foldaway. Foldaway seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during folding and unfolding. All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302 as applicable. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the Cooperative prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks where they exist. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.
- k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers position, aisles, doors, modesty panels, and stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.
- l) **Passenger Seats**
All passenger seats shall be individual modules similar to Freedman CitiSeat, or equal, one or two position bench type modules of not less than 17.25 inches in width. All fixed seats may be forward or aisle facing, mounted for easy removal

and have an individual insert. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Seats shall be available in cloth or vinyl, at buyer's choice at no extra cost.

INTERIOR LIGHTING: The interior lighting system shall provide a minimum 8 foot-candle illumination on a 1 sq. ft. plane at an angle of 45 degrees from horizontal, centered 33 in. above the floor and 24 in. in front of the seat back at each seat position. Allowable average light level for the rear bench seats shall be 7 foot-candles. The switch for these lamps shall be mounted in the dash, back lighted, and labeled.

Light sources shall be located to minimize windshield glare, with distribution of the light focused primarily on the passengers' reading plane while casting sufficient light onto the advertising display. The lighting system may be designed to form part of or the entire air distribution duct. Lens material shall be translucent polycarbonate. Lenses shall be designed to effectively "mask" the light source. Lenses shall be sealed to inhibit incursion of dust and insects yet be easily removable for service. Access panels shall be provided to allow servicing of components located behind light panels. If necessary, the entire light fixture shall be hinged.

First row lights to have automatic dimming feature. The first light on each side (behind the driver and the front door) is normally turned on only when the front door is opened, in "night run" and "night park." As soon as the door closes, these lights shall go out. These lights shall be turned on at any time if the toggle switch is in the "on" position.

First Light Modules are to Dim/Extinguish When Front Door is closed. When the master switch is in the "run" or "night/run" mode, the first light module on each side of the coach shall automatically extinguish or dim when the front door is in the closed position and illuminate when the door is opened.

The driver's area shall have a light to provide general illumination, and it shall illuminate the half of the steering wheel nearest the driver to a level of 5 to 10 foot-candles.

Floor surface in the aisles shall be a minimum of 7 foot-candles, and the vestibule area a minimum of 4 foot-candles with the front doors open and a minimum of 2 foot-candles with the front doors closed. The front entrance area and curb lights shall illuminate when the front door is open and master run switch is in the "lights" positions. Rear exit area and curb lights shall illuminate when the rear door is unlocked.

Step lighting for the intermediate steps between lower and upper floor levels shall be a minimum of 4 foot-candles and shall illuminate in all engine run positions. The step lighting shall be low-profile to minimize tripping and snagging hazards for passengers and shall be shielded as necessary to protect passengers' eyes from glare. Exterior and interior ramp lighting shall comply with CFR Part 49, Sections 19.29 and 19.31.

DRIVERS SEAT: Unless otherwise specified by purchasing agency, vehicle to be equipped with Recaro Ergo MC II or USSC G2 (or approved equal) buyers choice, no extra charge with air ride suspension base.

FLOORS: Floor construction shall be composit.

FLOOR COVERING: The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.7 millimeter Altro Chroma or approved equal color to be specified by buyer. All step edges shall have Altro T36T Aluminum Step edge (or equal) with band of 2 ½ inch of bright yellow Altro inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2") in width of bright yellow contrasting color shall be in the aisle just behind stepwell. Flooring to be installed using manufacturers instructions using proper tools and adhesives. Alternative flooring selections may be proposed as priced options on a separate attachment to be approved by CITY. All corners to be cut and welded (sealed properly as per flooring supplier instructions). No flooring to be rounded or molded to uneven parts of subfloor. All step track nosing should include rivets or sheet metal screws along with approved gluing to insure strips do not lift from wear.

STANCHIONS: Vehicle to be equipped with stanchions, overhead grab rails and modesty panels are designed and produced using 1¼" diameter 304 stainless steel tubing. Stanchions are fitted floor to ceiling per floor plan. Contractor to describe number and location of stanchions and modesty panels on the base floor plan submitted and options price for additions. Individual ordering agencies to provide specific guidance on preferred locations.

WHEELCHAIR LIFT: Ricon Mirage or Braun UVL 855 (or approved equals) in-step lift system will be supplied, buyers choice no extra charge. Lift to be fully enclosed in a compartment and installed in the front or center stepwells. Lift to meet ADA and California Title 13 requirements. Contractor may offer additional lifts as priced options that meet the same requirements if identified on a separate attachment.

WHEELCHAIR RESTRAINTS: Q-Straint 8100-A1 Deluxe or SureLok Titan 4 point restraints to be supplied at buyers choice, no extra charge at each wheelchair position. Convenient storage compartment to be installed.

HEATING AND AIRCONDITIONING: Base vehicle to have Thermo King roof mounted all electric heating/AC unit.

ROOF HATCH: Transpec Model #1122 five (5) position roof ventilator and emergency escape hatch to be installed in the roof over the rear axle

ELECTRICAL/WIRING: To be equipped with the I/O Controls - DINEX #G2A or G3 Multiplex Systems electrical control wiring system or approved equal. The system components should be capable of performing reliable operation in an environment of between minus 30° C to plus 80° C while encountering mobile shock and vibrations. Each

module is adequately shielded to prevent interference by EMI and RFI. The multiplex power source is isolated thereby avoiding any ground noise. The program for operating the bus to be contained in the MBC (Master Bus Controller). A single downloading point will be located on the bus for reprogramming.

The components of the multiplex system are to be of modular design, providing for ease of replacement by field maintenance personnel. Furthermore, each module to utilize LED's to indicate input /output status, circuit integrity and assist in rapid circuit diagnostics and verification of the load and wiring integrity. The internal control device is to be a solid-state device, providing an extended life service cycle. Non-self-resetting circuit breakers or fuses to be provided protecting each individual circuit. Programmable time delay functions and integrated flasher capabilities are contained in the control module.

All general purpose wiring to be cross-linked polyethylene insulated color and number coded for positive identification, and meets the requirements of SAE recommended practice J878a, Type SXL. Precautions have been taken to avoid damage from heat, water, solvents or chafing by proper routing, clamping and the use of grommets or suitable elastomeric cushion materials. Harnesses are designed to resist abrasion by the use of machine mesh woven plastic loom. Harnesses are sectional, terminating at insulated multi-pin quick disconnects or junction blocks.

DESTINATION SIGNS: Vehicle to be equipped with front and side destination signs. The displays shall consist of amber colored LED's. All amber LED's used for the destination signs shall be rated for 100,000-hours. The characters formed by the LED's shall meet the requirements of the Americans with Disabilities ACT (ADA) of 1990 Reference 49 CFR Section 38.39. The software will give the end user the capability to select from a vast selection of custom fonts, pre-programmed fonts and the Microsoft TrueType Directory fonts for display on the LED Signs for the most customization possible to the desire of the end user's riding public. (Reference Unit Hanover LED or approved equal)

ALL destination signs shall be supplied with an ambient light detection sensor that controls the LED intensity according to the exterior light conditions. This adjustment shall be continuously linear, not stepped, from 10-100% output.

All Amber signs will have a 10-year warranty. All Color and White signs will have a 5-year warranty. Sufficient quantity of spare parts to be stocked at service centers identified in the proposal.

All programming software and apparatus required for updating the sign messages shall be Windows compatible and provided free of charge.

A combination of any of the following sign configurations may be mounted in any one vehicle. Each sign will contain common processor and power supply circuit boards.

- 1) 200 Columns by 24 rows
- 2) 160 Columns by 17 rows

- 3) 128 Columns by 15 Rows
- 4) 112 Columns by 15 Rows
- 5) 96 Columns by 15 Rows
- 6) 96 Columns by 8 Rows
- 7) 48 Columns by 15 Rows
- 8) 36 Columns by 10 Rows

**All of the above signs will be amber unless otherwise specified. All above signs shall be available in full color, white or single panel color if requested. If above specified sign sizes are not optimal, vendor will be requested to manufacture other sign sizes available as requested or will custom build per specification as requested.*

WINDOWS: All windows to meet State and Federal Safety Regulations. Windows shall be bonded with tip-in transform. Driver window shall be slider type.

MIRRORS: Exterior mirrors to be fully adjustable, heated and remote controlled. Mirror heads and rigid adjustable support arms supplied in black powder-coated finish. Interior mirror is large convex fully adjustable rearview mirror mounted within easy reach of the driver.

PAINTING, DECALS AND MONOGRAMS: All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

PARTS BOOKS, MANUALS AND DRAWINGS: The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified. A draft copy must be available for review and acceptance prior to preproduction meeting.

- a) A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.
- b) A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for **each** vehicle ordered.
- c) All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid ramp, air-conditioning system, tie downs, seating, heater, etc.
- d) The Contractor shall have available complete bus maintenance manuals to include the drive motors and OEM chassis as well as a complete parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract.

PUBLIC ADDRESS SYSTEM: Bus to be equipped with a public address amplifier and flexible 36" Gooseneck microphone with four (4) baffled interior and one (1) waterproof exterior speaker. Interior speakers are mounted two (2) front and two (2) rear in the face of the ceiling cove. Exterior speaker to be located in the front door entrance area. Vehicle to be equipped with interior passenger signaling system that meets ADA requirements including interior stop request light.

FIRE SUPPRESSION: Bus shall be equipped with an Amerex 25lb ABC fire extinguisher.

Section 6: Base Equipment and Options



EV350 40-Foot All-Electric Low Floor Bus

Pricing and Options

			PRICE: Standard	\$ 788,688.00
			Designation	PRICE: Option or (Deduct) Below
1		Air		
1	1	Shop Air Connection (Milton S790)	Standard	Included
1	2	Bendix AD9, (300 ci Purge)	Standard	Included
1	3	Bendix Adip, Heated	Option	\$ 110.00
1	4	Bendix Puraguard Air/Oil Separator	Option	\$ 175.00
1	5	Haldex Consep Moisture Ejector, Heated, At Air Dryer	Option	\$ 155.00
1	6	Chicago Rawhide T2000	Option	\$ 65.00
1	7	Kingston Auto Drain Valve At Ping Tank	Option	\$ 65.00
1	8	Terminate Kneeling Operation Sensor	Option	\$ 2,950.00
1	9	Bendix ADIS	Option	\$ 350.00
2		Body - Bus Length Electric (Approximate)		
2	1	35 Passenger Seating	Standard	Included
3		Body		
3	1	Standard Styling Package	Standard	Included
3	2	BRT Exterior Styling Package (Front & Rear) with One Piece Windshield	Option	\$ 16,500.00
3	3	BRT Roof Fairings Front and Rear	Option	\$ 2,600.00

3	4	Curbside A Post Skid Plate	Option	\$ 97.00
3	5	2 - Piece BRT Windshield w/Destination Sign Glazing with Standard LF Rear Cap	Option	\$ 11,200.00
4		Body - Operator Seat		
4	1	Recaro Ergo Metro w/Fabric Seat and Back w/Gray Fabric Boxing	Standard	Included
4	2	Recaro MCII	Option	\$ 260.00
4	3	USSC 9100 ALX w/Fabric Seat and Back w/Gray Fabric Boxing	Option	\$ 455.00
4	4	USSC 9100 ALX - 3 w/Fabric Seat and Back w/Gray Fabric Boxing	Option	\$ 955.00
4	5	Add Headrest	Standard	Included
4	6	Add Armrest (Right Side only)	Option	\$ 110.00
4	7	Add Shoulder Belt	Option	\$ 215.00
4	8	Add 3 -Point, Horizontally Adjustable D - Loop	Option	\$ 215.00
4	9	Driver's Seat Vacancy Alarm	Option	\$ 210.00
4	10	Safety Orange Shoulder Belt	Option	\$ 215.00
4	11	Silicon Foam At Lower Seat Cushion	Option	\$ 490.00
4	12	Holdsworth Fabric	Option	\$ 260.00
4	13	FR Treated Foam (Recaro)	Option	\$ 282.00
4	14	USSC Q90 ALX	Option	\$ (50.00)
4	15	USSC G2A -2pt Drivers Seat	Option	\$ (80.00)
4	16	USSC Q91 ALX3	Option	\$ (120.00)
5		Body - Paint & Decal		
5	1	One Color w/Roof Numbers	Standard	Included
5	2	(2) Colors, with and without Black Mask At Windows	Option	\$ 745.00
5	3	(3) Colors, with and without Black Mask At Windows	Option	\$ 1,175.00
5	4	Basic Decal Package (Up to Three Strips and Equivalent Design)	Standard	Included
5	5	Custom Paint/Decal Design (Per Purchasers' Spec)	Option	QUOTE
5	6	Clear Coat Complete Bus	Option	\$ 875.00
5	7	delete Roof Numbers (deduct)	Option	\$ (65.00)
6		Body - Schedule Rack		
6	1	None	Standard	Included
6	2	Innocom Schedule Racks 3.75" x 7" x 1.5"	Option	\$ 85.00
6	3	Innocom Schedule Racks 8.62" x 1 1" x 1"	Option	\$ 25.00
6	4	22" x 21" Black, RH Load Open Back	Option	\$ 170.00

7		Body - Stanchions/Grab Rails		
7	1	Stainless Steel Stanchions and Grab Rails and Modesty Panel Tubes	Standard	Included
7	2	Powder Coated Vertical Stanchions, Grab Rails and Modesty Panel Tubes	Option	\$ 750.00
7	3	Powder Coated Vertical Stanchions only	Option	\$ 250.00
7	4	Farebox Guard Rail	Standard	Included
7	5	Grab Rail Forward Wheel Housing	Standard	Included
7	6	Luggage Rack 68", Two -Tier with Fixed Shelf's	Option	\$ 995.00
7	7	Vinyl Coated Nylon Grab Straps (Cost per Handle)	Option	\$ 20.00
7	8	SSTL Spring Loaded Grab Handle (Cost per Handle)	Option	\$ 125.00
8		Body - Bike Rack		
8	1	None	Standard	Included
8	2	Sportworks Apex 3 - 3 Position Bike, Stainless Steel	Option	\$ 2,200.00
8	3	Sportworks - 2 Position Bike, Black Powder Coated	Option	\$ 1,495.00
8	4	Sportworks - 2 Position Bike, Stainless Steel	Option	\$ 1,745.00
8	5	Sportworks - 3 Position Bike, Black Powder Coated	Option	\$ 1,945.00
8	6	Sportworks - 3 Position Bike, Stainless Steel	Option	\$ 2,375.00
8	7	Velo Porter - 2 Position Bike, SS	Option	\$ 1,550.00
8	8	Velo Porter - 3 Position Bike, SS	Option	\$ 1,900.00
8	9	Midwest Bus - BYK RYK 2 bike or 3 bike	Option	\$ 2,400.00
8	10	Midwest Bus - BYK RYK (Stainless Steel)	Option	\$ 2,200.00
8	11	Bike Rack Deployed Lamp on Dash	Option	\$ 30.00
8	12	Bike Rack 5" Spot Mirror	Option	\$ 45.00
8	13	Bike Rack Mounted Advertising Frame, 14"X 44"	Option	\$ 200.00
8	14	Mounting Brackets only 2 or 3 bike	Option	\$ 775.00
9		Body - Driver's Barrier		
9	1	None	Standard	Included
9	2	Wrap Around Fiberglass with Schedule Rack Cutouts	Option	\$ 375.00
9	3	Wrap Around Fiberglass W/O Schedule Rack Cutouts	Option	\$ 320.00
9	4	Plexiglass Drivers Security Enclosure	Option	\$ 1,550.00
9	5	Flat Melamine, Two Piece	Option	\$ 250.00
9	6	Flat Melamine, Two Piece, w/(4) Schedule Holders	Option	\$ 285.00
10	6	Body - Exit Door		

10	1	Standard Melamine Panels on Lower Section	Standard	Included
10	2	Upper Clear Plexiglas Modesty Panels Both Sides of Rear Exit Door	Option	\$ 400.00
11		Body Exterior Mirror		
11	1	B&R One Piece 8" x 8" Flat Glazing W/Stainless Steel Arms, Remote Both Sides	Option	\$ 85.00
11	2	B&R One Piece 8" x 8" Flat Glazing W/S.S. Arms, Manual W/6" Spot Mirror	Option	\$ 55.00
11	3	B&R 6"x 14" 2 Piece, Heated, Remote Both Sides (BRT/Class A)	Option	\$ 225.00
11	4	B&R 8" x 15" 2 Piece, Heated, Remote Both Sides	Option	\$ 490.00
11	5	B&R 9" x 11" 2 Piece, Heated, Remote Both Sides	Option	\$ 305.00
11	6	B&R 9" x 13" Class "A" 2 Piece, Heated, Remote Both Sides	Option	\$ 675.00
11	7	B&R 10" x 13:", 2 Piece (Flat & Convex), Heated, Remote Both Sides	Option	\$ 195.00
11	8	B&R 10" x 11 " 1 Piece, Heated, Remote Both Sides	Option	\$ 205.00
11	9	B&R 10" x 13" 1 Piece, Heated, Remote Both Sides	Option	\$ 215.00
11	10	Hadley 8" x 15", 2 Piece (Flat Upper/Convex Lower), Heated, Remote Upper Mirror Driver Side	Standard	Included
11	11	Hadley 8" x 15", 2 Piece (Flat Upper/Convex Lower), Heated, Both Remote Curbside	Standard	Included
11	12	Rosco 8" x 15" 1 Piece, Heated Remote Both Sides	Option	\$ (150.00)
11	13	Lucerix Metagal 7" x 15" 2 Piece, Heated Remote Both Sides	Option	\$ 185.00
11	14	Velvac View-All System (Camera Mounted in Exterior Mirror W/LCD Screen in Driver Area)	Option	\$ 185.00
11	15	Velvac Hyperion Lane Change Guardian	Option	Quote
11	16	ADD: LED Turn Signal to Side Mirror - Side Mount	Option	\$ 130.00
11	17	ADD: LED Turn Signal to Side Mirror - Within Glass	Option	\$ 225.00
11	18	delete Remote Mirror Controls and Heated (deduct)	Option	\$ 250.00
12		Body Floor Covering		
12	1	RCA Rubber flooring (deduct)	deduct	\$ (300.00)
12	2	Altro Meta/Chroma Transfloor OR Gerflor Tarabus Sirius/Helios	Standard	Included
12	3	Altro wood safety (vinyl simulated woodgrain)	Option	\$ 675.00
12	4	Gerflor Tarabus Gaya Wood (vinyl simulated woodgrain)	Option	\$ 600.00
12	5	Composite Sub Floor	Standard	Included
12	6	Rear Seat Riser for Forward Facing Seats	Option	\$ 1,220.00
12	7	Front Seat Risers for Forward Facing Seats (Each Side)	Option	\$ 785.00
13		Body Interior Mirror		
13	1	Mirror - 8 1/2 " X 16"	Standard	Included

13	2	Mirror - 4.75" X 15"	Option	\$ (20.00)
13	3	Mirror - Front Door 6" Round on Header Door	Option	\$ 75.00
13	4	Mirror - Rear Exit Door/Step Well 12" Convex	Standard	Included
14		Body- Passenger Signal		
14	1	Pullcords - Above Windows (Neutral Or Yellow) w/Touch Pad At W/C Positions	Standard	Included
14	2	Touch Tape (At Window Mullions)	Option	\$ 995.00
14	3	Button at Exit Door Vertical Stanchion	Option	\$ 95.00
14	4	Additional Amber Stop Request Lamp Mounted on Driver's Dash	Option	\$ 40.00
15		Body- Rear Door		
15	1	34" Wide Rear Door w/Full Driver Control (Air Open/Spring Close)	Option	\$ (750.00)
15	2	48" Wide Rear Door w/Full Driver Control (Air Open/Spring Close)	Option	\$ 1,525.00
15	3	Electric Operated Front/Rear Door Motor and Control	Standard	Included
15	4	Passenger Open (Push Open/Spring Close)	deduct	\$ (310.00)
15	5	Touch Bars (Air Open/Spring Close)	Option	\$ 975.00
15	6	Touch Bars w/Driver Override	Option	\$ 1,050.00
15	7	Touch Tape in Place of Touch Bars	Option	\$ 795.00
15	8	Vapor Class Acoustic (Photo Sensor)	Option	\$ 3,105.00
15	9	Vapor V Touch (Electronic Touch Bar)	Option	\$ 1,025.00
15	10	Vapor Electric Transit Operator	Option	Quote
15	11	Vapor Electric Door Control / 1939 Interface	Option	Quote
15	12	Vapor Optical Pressure Wave Switch	Option	\$ 225.00
15	13	Exterior Air Release (Front Door Control Valve)	Option	\$ 220.00
15	14	Driver Push Button Door Controls	Option	\$ 185.00
15	15	Bode CADS All electric doors	Option	\$ 1,450.00
15	16	delete Rear Door, Add Two Seats	Option	\$ (800.00)
16		Body -Roof Hatch		
16	1	Manual Hatch At Front and Rear Positions	Standard	Included
16	2	delete One (1) Roof Hatch Position	Option	\$ (310.00)
16	3	Electric Hatch with Driver Control (per Position)	Option	\$ 595.00
17		Cooling System		
17	1	EMP Electric Cooling Fan System	Option	Quote
17	2	Electric Fan Cooling System (Non EMP - Specify OEM)	Standard	Included

17	3	Double Breeze Constant Tension Clamps	Option	\$ 375.00
17	4	Oetiker Constant Torque Clamps	Standard	Included
17	5	Grayson Electric Cooling Fan System	Option	Quote
18		Electrical		
18	1	Voltage Spike Arrestor, S.K.I. Products SKI241 -101445, or Approved Equal	Option	\$ 95.00
18	2	24 Volt to 13.6 Volt DC - DC Converter, 30 Ampere Output, Model 1645 - 24 - 12 - 30, Manufactured By Wilmore Electronics Co., Inc. or Equivalent	Option	\$ 175.00
18	3	Battery Voltage Equalizer	Standard	Included
19		Elect - Automatic Passenger Counter		
19	1	None	Standard	Included
19	2	UTA Automatic Passenger Counter System with GPS, WLAN Capabilities	Option	\$ 12,115.00
20		Elect - Accessories		
20	1	12 V Cigarette Light Adaptor for PC Auxiliary Power - Drivers Area	Standard	Included
20	2	12 V Cigarette Light Adaptor for PC Auxiliary Power - Rear Air Return Grille Area	Standard	Included
21		Elect - Equip Storage Box		
21	1	None	Standard	Included
21	2	UTA APC Sensors, Cabling, CPU only	Option	\$ 4,775.00
21	3	33"H X 20"D X 22.5"W, 13 - 42920F006	Option	\$ 1,475.00
21	4	33"H X 20"D X 22.5"W, 13 - 42920F006, w/2 - Doors	Option	\$ 1,550.00
21	5	33"H X 20"D X 22.5"W, 13 - 42920F014, w/Louvered Back Panel	Option	\$ 1,675.00
22		Elect - Exterior Lights		
22	1	All Exterior Lights LED - Type Lamps	Standard	Included
22	2	Headlight LED Dialight - Low Beam	Option	\$ 225.00
22	3	Headlight LED Dialight - High Beam	Option	\$ 250.00
22	4	Tail Lights - Manufacturer Dialite LED, Fixture Size - 7" Diameter	Option	\$ 450.00
22	5	Tail Lights - Manufacturer Dialite LED, Fixture Size - 4" Diameter	Option	\$ 350.00
23		Elect - Multiplexing		
23	1	Dinex, I/O Controls G3 System	Standard	Included
23	2	I/O Controls Wireless RF Module	Option	\$ 1,957.00
23	3	I/O Controls, Gateway Module (Included in the ITS Prewire Option)	Option	\$ 575.00
23	4	Vansco	Option	Quote
23	5	VDO	Option	Quote

24		Elect - Video Surveillance		
24	1	None	Standard	Included
24	2	Apollo RoadRunner DVR 2TB 4 Camera System w/Audio	Option	\$ 4,576.00
24	3	Apollo RoadRunner DVR 2TB 8 Camera System w/Audio	Option	\$ 6,935.00
24	4	Apollo RoadRunner DVR 2TB 12 Camera System w/Audio	Option	\$ 8,295.00
24	5	Apollo RoadRunner DVR 2TB 16 Camera System w/Audio	Option	\$ 11,428.00
24	6	Apollo RoadRunner HDR DVR 2TB 4 Camera System & Audio	Option	\$ 5,500.00
24	7	Apollo RoadRunner HDR DVR 2TB 8 Camera System & Audio	Option	\$ 8,200.00
24	8	Apollo RoadRunner HDR DVR 2TB 12 Camera System & Audio	Option	\$ 10,795.00
24	9	Apollo RoadRunner HDR DVR 2TB 16 Camera System & Audio	Option	\$ 13,621.00
24	10	Apollo Wireless Data Download capable	Option	\$ 785.00
24	11	Apollo Cellular "Live Look Through" Capable	Option	\$ 1,043.00
24	12	Apollo Vehicle Information Management System (ViM)	Option	\$ 4,830.00
24	13	Cole Hersee 12063 Electrical Tow Connector	Option	Quote
24	14	(4) Camera Pre Wire Package	Option	\$ 200.00
24	15	SEON TX8 8 channel w/1 TB hard drive	Option	\$ 3,140.00
24	16	SEON DX-HD 13 channel w/1 TB hard drive	Option	\$ 3,440.00
24	17	SEON 2 TB hard drive upgrade	Option	\$ 860.00
24	18	SEON WP00AG4 Explorer DX12 and DX-HD Smart-Link 12 VDC module to DVR cable, diagnostic indicator/alarm button & harness, GPS4 receiver mount.	Option	\$ 425.00
24	19	SEON CQ903A integrated IR Dome day/Night 600TVL interior camera, audio, 2.9 mm lens.	Option	\$ 195.00
24	20	SEON CA904EI Day/Night 600TVL camera, exterior (w/infrared, no audio), 3.6 mm lens.	Option	\$ 325.00
24	21	SEON CJ904A Dome Day/Night 600TVL camera, audio, 3.6mm lens w/mount	Option	\$ 195.00
24	22	SEON CHW702EJ HD progressive scan camera, 16mm lens, exterior (no audio) and APPINJ POE injector w/mount.	Option	\$ 325.00
24	23	SEON SRLGA07 Smart-Reach Lite, 2.4GHz Wireless bridge w/antenna	Option	\$ 475.00
24	24	SEON HDD-STB Vmax View software, docking station & handheld mouse.	Option	\$ 250.00
24	25	SEON LMK LCD monitor, 5.6 inch, AC charger, battery pack	Option	\$ 325.00
24	26	Safety Vision RR6000 Pro w/(4) Digital Color Cameras, 120 GB DVR, w/Audio	Option	Quote
24	27	Angel Trax - 6 HD/IR Camera System - 500 G HD Storage with SD Card Backup and Wi-Fi ready	Option	\$ 4,245.00
24	28	Angel Trax - 8 HD/IR Camera System - 500 G HD Storage with SD Card Backup and Wi-Fi ready	Option	\$ 4,845.00

24	29	Angel Trax - 12 HD/IR Camera System - 750 G HD Storage with SD Card Backup and Wi-Fi ready	Option	Quote
24	30	Angel Trax -16 HD/IR Camera System - 750 G HD Storage with SD Card Backup and Wi-F- ready	Option	Quote
24	31	Angel Trax Upgrade to 1 Tb - Double Stacked 500 G HD	Option	\$ 230.00
24	32	Angel Trax Live View, Live GPS, and System Health Notification option	Option	\$ 675.00
24	33	March Network (8) Camera System	Option	\$ 7,550.00
24	34	REI Bus Watch Digital	Option	\$ 3,100.00
24	35	TVSS Claim Safe III w/4 Digital Cameras	Option	\$ 6,225.00
24	36	Mobileview IV Digital, (5) Cameras, 250 GB DVR, w/Audio	Option	\$ 7,845.00
24	37	Mobilview PENTA DVR	Option	Quote
24	38	Mobileview MV3000 DVR	Option	Quote
24	39	Rear View Camera System	Option	\$ 1,125.00
24	40	Add Additional Color Camera	Option	\$ 450.00
24	41	Central Station Mobileview (Kalatel)	Option	\$ 1,375.00
24	42	Verint 4 Camera System	Option	\$ 4,850.00
24	43	Verint 5 Camera System	Option	\$ 5,250.00
24	43	Video Test Kit Mobileview IV - Kalatal	Option	Quote
24	44	Desk Top Viewing Station (REI)	Option	\$ 3,325.00
24	45	Velvac Hyperion Virtual DVR (up to 7 camera views through dash mounted tablet)	Option	Quote
25		Elect- Auxiliary Lights		
25	1	Four (4) 4" Diameter LED Auxiliary Brake Lights	Option	\$ 125.00
25	2	Two (2) 4" Diameter LED Auxiliary Brake Lights	Standard	Included
25	3	Two (2) Dialight 7" Diameter LED Auxillary Brake Lights	Option	\$ 225.00
25	4	4 LED Brake Strip Lamps	Option	\$ 475.00
25	5	JKA Enterprises LED "Stop" Light	Option	\$ 575.00
25	6	Exterior Curb Lamps, Front & Rear - Dialight	Standard	Included
25	7	Triangle Amber LED Yield Sign - Dialight	Option	\$ 595.00
25	8	Two (2) Red LED Brake Strip Lamps	Option	\$ 205.00
25	9	delete LED Auxiliary Brake Lights (deduct)	Option	\$ 207.00
25	10	Overhead Farebox Light W/Night - Day Switch (on Drivers Side Panel) - Light Illuminates W/Frt. Door Open and Switch in the Night Position	Option	\$ 110.00
25	11	Rear Electrical Compartment Lights	Standard	Included

25	12	Decel Lights (2) - Non - Flashing only (Per NHTSA)	Option	\$ 265.00
26		Elect - Battery & Battery Chargers		
26	1	(4) DEKA Group 31 Top Post	Option	\$ 240.00
26	2	DEKA AGM Type 8D/Group 31	Option	\$ 455.00
26	3	(2) Odyssey Group 31 qty 2	Standard	Included
26	4	(2) Trojan Group 31 qty 2	Option	\$ 245.00
26	5	En-route Battery Charging system (please specify) - <i>Electric buses only</i>	Option	Quote
27		Elect- Communication/Radio		
27	1	Pre - Wire:12V/40A Direct Battery & 12V/10A Ignition (Route to RH Dash & Ele. Equip. Box) and Install Roof Mount RF/GPS/Cellular Antenna	Standard	Included
27	2	Motorola XLT 2500, 10- 35 W, 800MHZ W/DEC Box and Silent Alarm Switch	Option	\$ 5,325.00
27	3	Motorola XLT 5000	Option	\$ 5,751.00
27	4	Motorola CM200 and CM300, 45W, 439 - 470- MHZ	Option	\$ 1,550.00
27	5	Motorola CDM 1250	Option	\$ 2,620.00
27	6	Harris Radio	Option	\$ 450.00
27	7	DC Power Filter for Radio Wiring	Standard	Included
27	8	Hand - Held Microphone	Option	\$ 75.00
27	9	Public Address System with Boom Mic	Standard	Included
27	10	Additional Flush Mounted Speakers (per Pair)	Option	\$ 70.00
27	11	ASP930T Radio Antenna with RG58 Coax Cable and TNC Connector	Option	\$ 85.00
27	12	Antenna Specialist ASP- 572	Option	\$ 85.00
27	13	Customer Specified Two Way Radio and Installation	Option	QUOTE
27	14	GPS Antenna W/Gasket (Trimble 502 Model 18334 and Approved Equal) with RG58 Coax Cable and F Type Male Connector to the VLU	Option	\$ 275.00
28		Elect - Destination Signs		
28	1	Twin Vision Silver Series Sign (16 X160) Front & Side Twin Vision Silver Series Sign (24 X 200) Front & Side	Option	\$ 3,200.00
28	2	Twin Vision Smart Series II (16 X160) Front & Side Twin Vision Smart Series II (24 X 200) Front & Side	Option	Quote
28	3	Twin Vision 100% Amber LED, Front, Curb Side, Rear	Option	\$ (1,200.00)
28	4	Twin Vision Chroma I Color LED Front	Option	\$ 8,200.00
28	5	Twin Vision Chroma IV 100% Color LED	Option	\$ 9,200.00
28	6	Twin Vision 24 X 200 Front Amber LED Sign	Option	\$ 3,805.00

28	7	Luminator SMT Horizon 100% Amber LED Front, Curbside, Rear	Standard	Included
28	8	AXION with WI FI and Time and Date Time Stamp	Option	\$ 5,500.00
28	9	Luminator Spectrum 100% Amber LED Front ,Curbside, Rear	Option	\$ 10,150.00
28	10	Luminator White LED Front, Curb-side and Rear	Option	\$ 100.00
28	11	Add Street Side Sign (Amber LED)	Option	\$ 1,600.00
28	12	delete Rear Sign	Option	\$ (700.00)
28	13	Program Software (Twin Vision)	Option	\$ 1,141.00
28	14	Luminator Programming Software USB Wireless	Option	\$ 1,102.00
28	15	Transign Curtain Front and Side Sign	Option	Quote
28	16	Heated Front Sign Glazing	Option	\$ 225.00
28	17	Transign, (4) Character, Metal Housing	Option	\$ 285.00
28	18	Transign, (3) Character, Metal Housing	Option	\$ 245.00
28	19	Transign, (2) Character, D - 1 853, Metal Housing	Option	\$ 215.00
28	20	Twin Vision Electronic Front Dash Sign	Option	\$ 875.00
28	21	Hanover Display Destination Signs	Option	Quote
28	22	Luminator Electronic Front Dash Sign	Option	\$ 1,045.00
29		Elect - Intelligent Vehicle Network		
29	1	None	Standard	Included
29	2	Clever Devices IVN III W/Voice Annunciation, APC, Wireless LAN	Option	\$ 17,995.00
29	3	AVAIL IVN W/MDC, GPS, APC, WLAN	Option	\$ 22,535.00
29	4	Init Voice Enuciator/AVL/GPS/APC/WLAN	Option	\$ 31,000.00
29	5	Siemens Transit Master	Option	\$ 31,000.00
29	6	Transloc Transit Visualization System AVL	Option	\$ 2,070.00
29	7	Orbital TMS CAD/AVL System W/Voice Annunciation, APC	Option	Quote
29	8	Intelligent Vehicle System Prewire only	Standard	Included
29	9	Mapping and Database Setup for GPS per Customer Requirement	Option	Quote
29	10	Trimble "Button" Antenna	Option	\$ 375.00
29	11	Low Profile Blade Antenna	Option	\$ 125.00
30		Elect - Pleasure		
30	1	None	Standard	Included
30	2	Radio Tacho Link Event Data Recorder	Option	Quote
30	3	Radio	Option	\$ 175.00

30	4	Radio Am/FM/CD	Option	\$ 280.00
31		Elect - Public Announcement		
31	1	Drivers Speaker W/Separate Volume Control	Standard	Included
31	2	REI Model 750040 PA W/Handheld Mic W/(8) Flush Mount Speakers	Option	\$ 725.00
31	3	DR 700 Vehicle Logic Unit W/GPS Capability, w/LED Sign, W/O Mapping	Option	\$ 7,325.00
31	4	Clever Devises - Speakeasy II	Option	QUOTE
31	5	Rei Echo PA System	Option	\$ 935.00
31	6	Shure Brothers Lapel Microphone w/REI PA System	Option	\$ 135.00
31	7	Midwest Lapel Microphone (Use w/Voice Annunciation System)	Option	\$ 475.00
31	8	Interior LED Sign	Option	\$ 1,250.00
32		Fare Box		
32	1	No Farebox, Power Circuit and Groundstrap only	Standard	Included
		Genfare Fastfare		Quote
32	2	GFI 36" Fastfare	Option	\$ 17,980.00
32	3	GFI 36" Odyssey	Option	\$ 15,978.00
32	4	GFI 41" Fast Fare	Option	\$ 17,980.00
32	5	GFI 41" Odyssey	Option	\$ 15,835.00
32	6	Diamond Model H w/Two (2) Vaults	Option	\$ 2,650.00
32	7	Diamond Model SV w/Two (2) Vaults	Option	\$ 1,620.00
32	8	Main T1 Farebox w/Two V1 Vaults in Standard Paint Colors	Option	\$ 955.00
32	9	Main M 4 Farebox w/Two V4 Vaults in Standard Paint Colors	Option	\$ 855.00
32	10	Main SL 5 Farebox w/Two V5 Vaults in Standard Paint Colors	Option	\$ 2,195.00
32	11	Cubic Farebox	Option	Quote
32	12	Denominator Manual Passenger Counter	Option	Quote
32	13	Incandescent Farebox Lamp, Ceiling Mounted	Option	
32	14	Globe Transfer Cutter	Option	\$ 65.00
33		HVAC		
33	1	TK Intelligaire 3 W/X 616 Compressor, R134A, Reliance Brushless Cond. & Evap. Motors	Option	Quote
33	2	TK System w/General Electric Field Wound Motors (Cond & Evap)	Option	Quote
33	3	TK System w/General Electric P.M. Motors	Option	Quote
33	4	TK System w/X430Compressor	Option	Quote
33	5	TK System w/S391 Screw Compressor	Option	\$ 850.00

33	6	TK System w/S616 Screw Compressor	Option	\$ 2,900.00
33	7	TK Electric HVAC System	Standard	Included
33	8	TK Pressure and Return Gauges Mounted to Unit	Option	\$ 355.00
33	9	R407c Refrigerant	Option	\$ 225.00
33	10	MCC Drivers Heater W/Brushless Motors	Standard	Included
33	11	MCC Drivers Heater W/Brush Motors	Option	\$ (215.00)
33	12	MCC Front Stepwell/Threshold Heater W/Brushless Motor (Each)	Option	\$ 350.00
33	13	MCC Underseat/Rear Stepwell Heater W/Brushless Motor (Each)	Option	\$ 370.00
33	14	MCC Underseat/Rear Stepwell Heater W/Brush Motor (Each)	Option	\$ 385.00
33	15	Sutrak All Electric Air Conditioning - Roof Mount	Option	\$ 3,585.00
33	16	Sutrak All Electric Air Conditioning - Rear Mount	Option	\$ 2,985.00
33	17	ACT Convection Heater	Option	\$ 1,215.00
33	18	ACT Espar Fuel-Fired Supplemental Coolant Heater	Option	NA
33	19	Warm Welcome Mat (Rear Door)	Option	\$ 299.00
33	20	Warm Welcome Mat (Installed on W/C Ramp)	Option	\$ 389.00
34		Manuals		
34	1	Drivers Handbook (1 Manual/1 CD per Bus Order)	Standard	Included
34	2	Service Manual (1 Manual/1 CD per Bus Order)	Standard	Included
34	3	Parts Manual (1 Manual/1CD per Bus Order)	Standard	Included
34	4	Electrical Schematics (1 Manual/1CD per Bus Order)	Standard	Included
34	5	Vender Manuals (1 Manual/1 CD per Bus Order)	Standard	Included
34	6	Additional Driver's Handbook	Option	\$ 30.00
34	7	delete Additional Manuals (Driver, Service, Parts, Electric Schematic, Vendor)	deduct	
34	8	Additional Parts Manuals	Option	\$ 130.00
34	9	Additional Electrical Schmatics	Option	\$ 130.00
34	10	Additional Electrical Multiplex	Option	\$ 130.00
34	11	Additional Amerex Manuals	Option	\$ 50.00
34	12	Additional TRW Steering Gear Manuals	Option	\$ 50.00
34	13	Additional Thermo King Manual	Option	\$ 75.00
34	14	Additional Carrier HVAC Manuals (2 Books)	Option	\$ 50.00
35		Safety		
35	1	Additional CD's	Option	

35	2	Amerex V-25lb ABC System	Standard	Included
35	3	Amerex VH-25lb ABC Cylinder	Option	Quote
35	4	Amerex V-30lb ABC Cylinder	Option	Quote
35	5	Amerex Fire Suppression System w/Automatic Shutdown, Programmable Heat Detectors (PHDs) and Automatic Maintenance Testing (AMT)	Option	\$ 5,685.00
35	6	Amerex Safet Net 2-Zone Fire Detection/Suppression System	Option	NA
35	7	Kidde - Dual Spectrum	Option	\$ 3,400.00
35	8	Kidde - Ltd Spectrum	Option	\$ 3,750.00
35	9	Kidde TLSE Spectrum	Option	\$ 3,955.00
35	10	delete Amerex (deduct)	deduct	\$ 2,800.00
35	11	Fire Extinguisher and Safety Triangle Kit	Standard	Included
35	12	Twenty - Four Unit First Aid Kit	Standard	Included
35	13	Ten Unit First Aid Kit (deduct)	deduct	\$ (15.00)
35	14	Blood Borne Pathogens Kit	Standard	Included
35	15	Bio - Hazard Disposal Kit	Standard	Included
35	16	High Temperature Protective Sleeves for Component Lines	Standard	Included
35	17	(3) 20 - Minute Road Flares	Option	\$ 25.00
35	18	Wheel Chocks (Per Set)	Standard	Included
36		Steering		
36	1	TRW Electric Assisted Steering	Standard	Included
36	2	Standard Size Padded Steering Wheel	Option	\$ 125.00
36	3	Douglas Autotech 'Double-Knuckle' Steering Column (PN 9003148-C)	Option	\$ (1,800.00)
37		Training		
37	1	None (deduct)	deduct	\$ (1,500.00)
37	2	Operator Orientation - 8 Hours, (Procuring Agency) Price Proposal Form	Standard	Included
37	3	Maintenance Orientation - 4 Hours, (Procuring Agency) Price Proposal Form	Standard	Included
37	4	Technical Training - 96 Hours, (Procuring Agency) Price Proposal Form	Standard	Included
37	5	OEM Training - Two Slots for "Train the Trainers" Technical Instruction	Standard	Included
37	6	Body, Chassis, Suspension and Steering - (24 Hour Class), Procuring Agency	Option	\$ 3,200.00
37	7	Electrical and Electronics - (24 Hour Class), Procuring Agency	Option	\$ 3,200.00
37	8	HVAC and Climate Controls - (8 Hour Class), Procuring Agency	Option	\$ 750.00
37	9	Wheelchair Ramp - (4 Hour Class), Procuring Agency	Option	\$ 500.00

37	10	Destination Sign - (8 Hour Class), Procuring Agency	Option	\$ 750.00
37	11	Doors - Procuring Agency. Included in Body/Chassis	Option	\$ 500.00
37	12	Axles and Tires - Procuring Agency. Included in Body/Chassis	Option	\$ 750.00
37	13	Fire Suppression - (8 Hour Class), Procuring Agency	Option	\$ 750.00
37	14	Data Communications System OEM Training (2 Persons), at Local Dealer	Option	Quote
38		Training Equip/Modules		
38	1	Fare Collection OEM Training (2 Persons), At Local Dealer	Option	\$ 5,100.00
38	2	HVAC Training Module	Option	\$ 25,500.00
38	3	I/O Controls Multiplex Board	Option	\$ 17,225.00
39		W/C Restraints		
39	1	AMSECO - A.R.M.	Option	\$ (375.00)
39	2	AMSECO Reliant Mobility Aid Securement System	Option	Quote
39	5	Q'Straint - QRT	Standard	Included
39	6	Q'Straint - ORT 360	Option	\$ 215.00
39	7	Q'Straint - Q'UBE 3- Point Securement Station	Option	\$ 700.00
39	8	Q'Straint - Quantum Securement System	Option	\$ 95.00
39	9	Q'Straint/Sure-Lok - OMNI Floor Anchor System	Option	Quote
39	10	Q- Pod W/C Restraint System	Option	\$ 3,845.00
39	11	AMESCO Dual Auto Lock W/C Restraint System	Option	Quote
39	12	USSC - V- PRO	Option	Quote
39	13	Sure LOK - RTT Electric	Option	\$ 4,895.00
39	14	Sure LOK - RTT Manual	Option	\$ 2,600.00
39	14	Additional L-track per/foot	Option	\$ 12.00
40		Warranty		
40	1	Complete Bus - 1 Year/Unlimited Miles	Standard	Included
40	2	Complete Bus - 1 Year/50,000 Miles -	deduct	\$ 575.00
40	3	Chassis Structure - 12 Year/500,000 Miles	Standard	Included
40	4	Electric Hub Motor - 2 Year/Unlimited Miles - deduct	deduct	\$ 775.00
40	5	Electric Hub Motor - 5 Year/300,000 Miles	Standard	Included
40	6	Inverters - 5 years	Standard	Included
40	7	Batteries - 5 years	Standard	Included
40	8	HVAC - 3 Year Unlimited Miles	Standard	Included

40	9	HVAC - 2 Year Unlimited Miles	deduct	\$ 1,450.00
40	11	Basic Body Structure - 3 Years/Unlimited Miles	Standard	Included
40	12	Wheelchair Ramp - (Lift- U) 1 Year (Parts only)	deduct	\$ 275.00
40	13	Wheelchair Ramp - (Ricon) 2 Year/Unlimited	Standard	Included
40	14	Exterior Paint - 3 Year/Unlimited Miles	Standard	Included
40	15	Structure/Body Integrity Against Corrosion - 7year/Unlimited Miles	Standard	Included
40	16	Structure/Body Integrity Against Corrosion - 7year/350,000 Miles	deduct	\$ 585.00
40	17	Sub Floor - 12 Years/Unlimited Miles	Standard	Included
40	18	Rubber Floor Material - 12 Year/Unlimited Miles	Standard	Included
40	19	Body and Window Frames Against Leakage - 7Year Unlimited Miles	Standard	Included
40	20	Body and Window Frames Against Water Leakage - 4 Year/200,000 Miles	deduct	\$ 650.00
40	21	Body and Window Frames Against Water Leakage - 1 Year/50,000 Miles	deduct	\$ 1,265.00
41		WC Ramp (low-floor only) / Lift (high floor only)		
41	1	LIFT - U Model LU11, 1:6 Ratio, Front Door only	Option	\$ 250.00
41	2	LIFT - U Model LU18, Dual- Mode 1:6 (Street)/1:8 (Sidewalk)	Standard	Included
41	3	Ricon 6:1 SA Self-Leveling Ramp	Option	\$ (750.00)
42		Wheel Brakes		
42	1	MGM "E-Stroke" Electronic Brake Monitoring System – Disc Brakes	Option	\$ 1,650.00
42	2	All Wheel Disc Brakes	Standard	Included
43		Wheel Hubometer		
43	1	None	Standard	Included
43	2	Veeder Root w/o Tenths w/o Guard	Option	\$ 85.00
43	3	S & A Fleetwatch 392 Electronic	Option	\$ 415.00
43	4	E J Ward Data System (Includes Canceiver, Display Unit and Antenna)	Option	\$ 1,225.00
43	5	Engler (Stemco) Mechanical W/o Tenths W/o Guard	Option	\$ 85.00
43	6	Engler Hubometer W/Powder Coat Guard	Option	\$ 145.00
44		Wheel Hubs		
44	1	Hub Piloted Wheels and Axles W/Grease Seals	Option	\$ 75.00
44	2	Hub Piloted w/Oil Seals (per Axle)	Standard	Included
45		Wheels		
45	2	(7) Aluminum Alcoa - Full Polish	Option	\$ 2,240.00
45	3	(7) Aluminum Alcoa - Full Polish W/Dura Bright Finish	Option	\$ 3,640.00

45	4	(7) Aluminum Alcoa - Machine Finish	Standard	Included
45	5	(7) Aluminum Alcoa - Machine Finish W/Dura Bright Finish	Option	\$ 2,345.00
45	6	delete Spare Wheel	Option	\$ 310.00
45	7	Add Dura Flange to Alcoa	Option	\$ 1,470.00
46		Wheel- Tires		
46	1	Customer Supplied	Standard	Included
46	2	Michelin XZU2 (305/70R/22.5)	Option	\$ 750.00
46	3	Michelin XZU2 (275/70R/22.5)	Option	\$ 550.00
46	4	Michelin XZE2+(H) (295/80/R22.5)	Option	\$ 660.00
46	5	Goodyear G152 (305/70R/22.5)	Option	\$ 775.00
46	6	Goodyear G152 (275/70R/22.5)	Option	\$ 550.00
46	7	Firestone 16H (305/70R/22.5)	Option	\$ 720.00
46	8	Bridgestone 16H (275/70R/22.5)	Option	\$ 620.00
46	9	Tire Pressure Monitoring System	Option	\$ 1,450.00
47		Windows		
47	1	Laminated Safety Glass (1/4") - Framed Sliders	Option	\$ 275.00
47	2	Laminated Safety Glass (1/4") - Framed Fixed	Option	\$ 765.00
47	3	Laminated Safety Glass (1/4") - Framed Transom	Standard	Included
47	4	Hidden Framed Bonded - Fixed	Option	\$ 1,775.00
47	5	Hidden Framed Bonded - Transom	Option	\$ 2,565.00
47	6	Add Window Guards (Acrylic Liner and Film)	Option	\$ 1,085.00
48		Passenger Seat Options		
48	1	35 Passenger Seating		
48	2	AMSECO - 6468	Option	\$ (625.00)
48	3	AMSECO - Insight	Option	\$ 925.00
48	4	AMSECO - Metropolitan	Option	Quote
48	8	AMSECO Vision	Option	Quote
48	12	AMSECO - VR50 Seat Insrets	Option	Quote
48	13	AMSECO - CR50 Seat Inserts	Option	Quote
48	14	4 One - Angel	Option	\$ 1,375.00
48	15	4 One Aries	Option	\$ 3,375.00
48	16	4 One Aries Split Flip	Option	Quote

48	18	4 One - Citiseat	Option	\$ 875.00
48	19	4 One - Citipro	Option	\$ 2,025.00
48	20	4 One - Diablo	Option	\$ (1,250.00)
48	22	4 One Gemini Seating	Standard	Included
48	25	4 One A2ten	Option	Quote
48	26	USSC Aires - 4MA	Option	\$ 3,890.00
48	27	USSC Mariella 6MZ	Option	\$ 1,585.00
48	28	Kiel Ideo	Option	\$ 1,750.00
48	29	Kiel Esos	Option	\$ 1,950.00
48	30	Add (3) Passenger Seats to Curbside Wheelwell	Option	\$ 1,025.00
48	31	Add (2) Passenger Seats to Curbside Wheelwell	Option	\$ 725.00
48	32	Hinged Rear Settee	Option	\$ 275.00
49		Spare Parts		
49	1	Set Wiper Motors	Option	\$ 484.00
49	3	Set Windshields (Standard Transit)	Option	\$ 490.00
49	4	Set of (3) One Piece BRT Windshields	Option	\$ 3,168.00
49	5	2 Piece BRT Windshield	Option	\$ 255.00
49	6	Set of Window Glazing - Hidden Frame Fixed	Option	NA
49	7	Set of Skirt Panels	Option	1275
49	8	Set of Twin Vision Destination Signs, 100% Amber LED, (Front, Side, Rear)	Option	Quote
49	9	Set of Luminator Destination Signs, 100% Amber LED, (Front, Side, Rear)	Option	\$ 8,765.00
49	10	Twin Vision Front Electronic Dash Sign	Option	\$ 825.00
49	11	Luminator Front Electronic Dash Sign	Option	\$ 825.00
49	12	Set Entrance Doors	Option	\$ 2,675.00
49	13	Set of Exit Doors 34"	Option	\$ 2,475.00
49	14	Set of Exit Doors 48"	Option	3895
49	15	Rear doors passenger-controlled	Option	\$ 2,500.00
49	16	Door Motor	Option	2175
49	17	Left Rear Corner Panel	Option	285
49	25	Right Rear Corner Panel	Option	285
49	26	Rear Bumper	Option	\$ 1,135.00
49	27	Front Bumper	Option	\$ 1,435.00

49	28	Right Front Bumper Corner	Option	\$ 195.00
49	29	Left Front Bumper Corner	Option	\$ 195.00
49	30	Right Rear Bumper Corner	Option	\$ 185.00
49	31	Left Rear Bumper Corner	Option	\$ 185.00
49	32	Front Cap (Standard Transit)	Option	3565
49	33	Front Cap (BRT)	Option	3785
49	34	Set of Access Doors L/F (RR Fender, LR Fender, Battery, Front)	Option	\$ 2,485.00
49	35	Lift-U Wheel Chair Ramp 6:1 Ratio, (LU11 or LU18)	Option	\$ 8,645.00
49	36	Ricon Wheel Chair Ramp 4:1 Ratio	Option	\$ 7,425.00
49	37	Sportworks - 2 Bike, Black Powder Coated	Option	\$ 1,205.00
49	38	Sportworks - 2 Bike, Stainless Steel	Option	\$ 1,585.00
49	39	GFI 41" Cents - A - Bill W/Trim	Option	15265
49	40	GFI 41" Odyssey	Option	\$ 15,835.00
50		Electrical Diagnostics		
50	1	Set of Multiplexing Diagnostics (Includes the 7 Following Items)	Option	5325
50	2	Incl w/set - Circuit Tester	Included	Included
50	3	Incl w/set - Program Loader	Included	Included
50	4	Incl w/set - Program	Included	Included
50	5	Incl w/set - ID Writer/Verification	Included	Included
50	6	Incl w/set - RS232/RS485 Converter	Included	Quote
50	7	Incl w/set - Software, Real Time Ladder Logic	Included	Included
50	8	Incl w/set - Hand - Held Computer	Included	Included
51		Destination Sign Programming		
51	1	Luminator USB & Intergrated Progrqraming Software	Option	\$ 475.00
51	2	Twin Vision Elyse 2 USB	Option	\$ 215.00
51	3	Twin Vision Software Package	Option	\$ 675.00
52		HVAC Special Purpose		
52	1	TK Intelligaire - Diagnostics	Option	565
52	2	Carrier Micromax ATE Diagnostics	Option	315
52	3	Webasto Diagnostic Tool	Option	\$ 785.00
52	4	Van Steenburgh Regional Recovery System (JV90- 1)	Option	9845
53		Towing & Hoisting		

53	1	Set Towing Adapters/Tow Bar	Standard	Included
53	2	Set of Hoist Adapters (Includes the 4 Following Items)	Option	\$ 2,765.00
53	3	Incl w/set - Front Saddle	Included	Included
53	4	Incl w/set - Front Adapters	Included	Included
53	5	Incl w/set - Rear Saddle	Included	Included
53	6	Incl w/set - Rear Adapters	Included	Included
54		Other Items		
pti	1	Brake System Diagnostics	Option	\$ 3,350.00
54	2	Meritor Software (Tool Box), Serial Link/Interface Kit	Option	\$ 1,115.00
54	9	Mobile Receiver for S&A 392 Hubodometer	Option	\$ 1,245.00
54	10	Floor Mounted 4 -Way Flasher Switch	Option	\$ 125.00
54	11	Cup Holder	Option	\$ 55.00
54	12	Auxiliary Drivers Fan	Option	
54	13	Stainless Steel Trash Bag Holder	Option	\$ 125.00
54	14	Transfer Cutter	Option	30
54	15	Keyed Ignition Switch	Option	\$ 150.00
54	17	Exterior Ad Frame - Front 21" X 40"	Option	\$ 185.00
54	18	Exterior Ad Frame - Curbside 30" X 88"	Option	\$ 295.00
54	19	Exterior Ad Frame -Streetside 30" X 144"	Option	\$ 350.00
54	20	Exterior Ad Frame Rear 21" X 72"	Option	\$ 245.00
54	21	I/O Controls LED Interior Lights	Option	\$ 100.00
54	22	Pretoria LED Interior Lights	Option	2500
54	23	See II Transit Airfoil	Option	1100
54	24	150kw Hub Motor	Option	Quote
54	20	Exterior Ad Frame Rear 21" X 72"	Option	Quote



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Approval of Easement at Centennial Plaza Parking Lot and Purchase and Installation of Electric Vehicle Charging Stations

SOURCE: Public Works

COMMENT : Southern California Edison (SCE) recently received approval from the California Public Utilities Commission to begin a pilot project to support installation of as many as 1,500 electric vehicle charging stations within its service territory. The Charge Ready program will help move California closer to its objective of putting 1.5 million zero-emission vehicles on the road by 2025, which will in turn support the state's goal to reduce greenhouse gases and meet deadlines for federal clean air standards.

Implementing the \$22-million Charge Ready program will get more electric vehicle (EV) charging stations installed in locations where people typically park their cars for extended periods of time. For example, at workplaces, campuses, recreational areas and apartment and condominium complexes.

The Charge Ready program is a partnership in which SCE will provide a turnkey approach to deploying EV charging installation with a focus on reducing the costs and complexity. To do so, SCE will install and maintain the complete electric infrastructure serving the charging stations at no cost to the City. SCE also qualifies vendors and charging station models based on several key technical requirements, and SCE coordinates installation with the vendor(s) the City selects to complete deployment. Finally, SCE provides a rebate to offset some or all of the costs for the charging stations and their installations.

As a condition to participate in the Charge Ready Program, the City must grant SCE an easement in the property where the charging infrastructure will be deployed. The City is also responsible for procuring qualified charging stations through approved vendors within 30 days. Operating costs, including equipment repairs and maintenance, EV charging network subscription, and electricity are the City's responsibility. Participation in the program is required for 10 years, and charging stations must be maintained in working order during that period. The City must also subscribe to a data management plan with an approved EV charging network service provider and share non-personally identifiable information (PII) charging data at a transaction level with SCE. Finally, the City must participate in future Demand Response (DR) programs.

As of October 2016, there are approximately 421 electric vehicles registered in Tulare County.

On September 7, 2016, staff received notice that SCE had reviewed the City's Charge Ready Program application and completed the on-site assessment, and determined the

feasibility of deploying charging stations through the Charge Ready Program.

On September 21, 2016, staff received notice that SCE has reserved funding for the City's public charging station project, located at the City's Centennial Plaza parking lot, and the City is now required to 1) approve SCE easement at the Centennial Plaza parking lot; 2) procure the agreed number of qualified charging stations; and, 3) provide an acceptable proof of purchase within a 30-day period to continue reserving funding for the City's project.

EASEMENT BACKGROUND

The City is the owner of parcel 253-207-008-000 and parcel 253-207-009-000 located near the intersection of Thurman Avenue and 2nd Street, within the Centennial Plaza parking lot. The City has contracted with Southern California Edison to construct six electric vehicle (EV) charging stations. The installed EV charging stations will be standard SAE J1772 Level 2 charging ports with locking holsters, each supplying up to 7.2kW. The Level 2 commercial chargers charge at a maximum rate of 25 RPH (miles of Range Per Hour) and can fully charge some vehicles in less than four hours.

Southern California Edison requests an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the City of Porterville.

Southern California Edison will be responsible for all current and future maintenance of the facilities in the subject easements.

CHARGING STATION BACKGROUND

As a condition to participate in the Charge Ready Program, the City is also responsible for procuring qualified charging stations through approved vendors. Staff requested quotations and Statements of Qualifications from all qualified vendors of the Charge Ready Program.

Staff received the following proposals from three Charge Ready qualified vendors:

Vendor	Charging Stations	Installation	Network Fee	Warranty	Cost	SCE Rebate	Total Cost
ChargePoint	\$12,438.00	\$2,097.00	\$11,268.00	3 year	\$25,803.00	\$11,748.00	\$14,055.00
EVSE	\$17,422.30	\$2,022.00	\$4,680.00	3 year	\$24,124.30	\$11,748.00	\$12,376.30
AeroVironment	\$12,191.00	\$2,884.00	\$11,700.00	3 year	\$26,775.00	\$11,748.00	\$15,027.00

ANALYSIS

ChargePoint, Inc.

ChargePoint operates the world's largest and most open EV charging network. ChargePoint

designs, builds, and supports the technology that powers it. ChargePoint is transforming the industry by providing the charging stations, mobile app, and the network that allow people to charge their cars everywhere they go. ChargePoint currently provides EV charging services in over 31,200 parking spaces in North America, 14,191 of those are located in California. ChargePoint currently has over 295,000 subscribers to their mobile app. 55% of all current EV owners have an active ChargePoint subscription.

ChargePoint provides a "Waitlist" service to make it easy for drivers to share ports and help the City efficiently serve more drivers with fewer stations. The waitlist works by allowing drivers to get in line for the next available charging station, informing them when a station becomes available, and even holding it for them while they walk to their vehicle, drive it to the station, and plug in. The driver decides which port he wishes to line up for, and joins a "virtual lineup". As ports free up notifications are sent to the first driver in line and the port is temporarily reserved just for that driver. The driver has the ability to accept the reservation and use the port, or the driver may decide to skip his turn and let the person behind go ahead - while retaining his place in line, or may simply opt-out of line altogether.

ChargePoint also provides the driver a web portal showing a map of all charging stations within the geographical region of the driver, offering information on the charging station including its availability, reservation status and charging fee (if any). Drivers are able to view real time charging status, make or change reservations, join a Waitlist, view real-time status of the waitlist, customize their charging experience and view past activity. The driver may elect to receive SMS or email messages when their vehicle is completely charged or if their charging session is interrupted for any reason such as a GFCI fault or disconnected cable. Drivers can view fuel and greenhouse gas (GHG) savings and track the vehicle's charge history.

ChargePoint's mobile application is now in their 5th major release. The mobile application is a critical component of our driver services, enabling drivers to locate stations on ChargePoint, 3rd party networks, and non-networked stations. Drivers are able to view real-time availability, navigate to any station using their own preferred mobile navigation tool, start and pay for sessions, view real-time charging status and receive alerts on charging events.

Staff found ChargePoint as the most advantageous to the City and operates the world's largest and open EV charging network and provides the most features to EV drivers to make charging fast and convenient. Locally, ChargePoint charging stations can be found in Bakersfield, Delano, Tulare, Visalia, Three Rivers, Hanford, Selma, and Fresno. ChargePoint also provides the City the ability to monitor usage, track GHG savings, and set charging fees to remain revenue neutral. This information is essential to the City's efforts to encourage the adoption of EVs.

EVSE, LLC

EVSE has approximately 1,000 EV charging stations in both public and private networks across the country. Greenlots is an EVSE partner who supplies the backend software to manage the networked chargers. The management services Greenlots provides are toll-free support, ability to look up real-time status and access to charging stations, ability to activate EV charger either by credit card with the payment module or Greenlots mobile device

application, flexible KW Hr pricing, ability to check the charging progress of the session, and the ability to receive notifications of charging status and completion. Greenlots' network is based upon an international open standard and does not require proprietary membership cards to turn on chargers; all that is needed is a credit card. Most EV charging equipment in the market today does not have this ability. EVSE chooses to offer this feature because there are many people who do not feel comfortable allowing a mobile application to store their credit card information.

In 2014, EVSE was chosen by SCE to supply 80 level 2 chargers for a pilot program they were conducting. The EV chargers were installed at 10 different SCE facility locations across Los Angeles. This Pilot established the baseline of the Charge Ready Program. No other company has the field experience working with SCE's smart grid automated demand response systems as EVSE does.

AeroVironment, Inc.

AeroVironment is the leading provider of a broad array of EV charging solutions that touch everyone from utilities and automakers to drivers themselves. AeroVironment has a 30-year history of supporting electric vehicle invention. AeroVironment is the choice of over 25,000 drivers and preferred by auto manufacturers including Nissan, Ford, FIAT, Kia, and Mitsubishi.

AeroVironment's simple TurboDock mobile application allows drivers simple access control and payment services. TurboDock uses Bluetooth Low Energy (LE) for access control, eliminating need for annual fees. The City can easily switch between access control (individual pins) and open access.

FEE-BASED CHARGING BACKGROUND

The proposed project will be the first for the City of Porterville and currently has not set a fee structure for EV charging stations. Staff found that a typical fee structure for EV charging stations includes either a set rate per hour or both a parking fee and an energy fee. Parking fees, located near the City, range from free, free for the first four hours, \$1.25, and \$1.50. Energy fees (per kWh) range from free to \$.25 per kWh. Some charging stations also charge a flat rate from \$1.25 to \$1.50 per hour of use.

Most agencies create a fee structure to: 1) recoup the monthly energy and maintenance costs to operate the EV charging stations; and 2) encourage users to move their vehicle once the charging has been completed; and 3) encourage as much use as possible by keeping rates low and stations available.

The City will be responsible for operating and maintaining the stations. Staff estimates an energy cost to operate the charging stations is approximately \$150 per month. Parts and on-site labor to repair or replace manufacturing defect, including station management, remote monitoring of station and proactive repair dispatch is included for the first three-years.

Should the City decide to renew the warranty and maintenance agreement, the estimated cost would be \$2,961 every two years.

Many City's provide free charging (parking and energy) for the first year of operation in

order to encourage adoption and study potential demand. Should the City Council choose to charge a fee for the use of chargers, staff recommends that the City Council direct the scheduling of a Public Hearing to establish the fee structure.

IMPACT ON CITY RESOURCES

The City will be receiving the charging station infrastructure free of charge from SCE. The estimated value of the infrastructure is \$90,000. The cost of the charging station equipment, installation, and network fees will be funded by Local Transportation Funds (LTF) which have been identified in the FY 2016/2017 budget. SCE will provide a rebate to the City for the cost of the equipment and installation. The City will be responsible for operating and maintaining the stations. Staff estimates a cost to operate the charging stations is approximately \$150 per month.

ENVIRONMENTAL REVIEW

The installation of electric vehicle charging stations are exempt under Class 11 Accessory Structure-Section 15311 as stations are considered an accessory to existing parking lots, and are also exempt under Class 1 Existing Structures - Section 15301(e)(1) as stations will not increase 50 percent or 2,500 square feet (whichever is lesser) of the floor area of existing parking lots. The U.S. Department of Energy's EV Everywhere, Progress Update 2014: Employers Take Charge estimates that six charging stations will reduce 75 tons of greenhouse gas emissions annually.

RECOMMENDATION:

That the City Council:

1. Approve the draft Resolution granting easement across city-owned parcels 253-207-008-000 and 253-207-009-000, located near the intersection of Thurman Avenue and 2nd Street, to Southern California Edison (SCE) for an electrical service associated with the installation of public charging stations at the Centennial Plaza parking lot and authorize Mayor and City Clerk to execute the Grant of Easement and Resolution granting SCE the right to install and maintain electrical infrastructure within the Centennial Plaza parking lot; and
2. Authorize Staff to negotiate the purchase of 6 electric vehicle charging stations, installation, and the required 10-year network subscription from ChargePoint, Inc., at a total cost of \$25,803 (plus sales tax and shipping fees to be applied during time of invoicing); and
3. Authorize payment upon installation and acceptance of charging stations; and
4. Direct the scheduling of a Public Hearing to consider the establishment of a fee structure for the use of the charging stations.

ATTACHMENTS:

1. SCE Charge Ready Design
2. ChargePoint Statement of Qualifications
3. ChargePoint Quotation
4. Easement
5. Draft Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

PROJECT LOCATION

W MORTON AVE

E HARRISON AVE

W THURMAN AVE

N E ST

N D ST

N HOCKETT

N MAIN ST

N 2ND ST

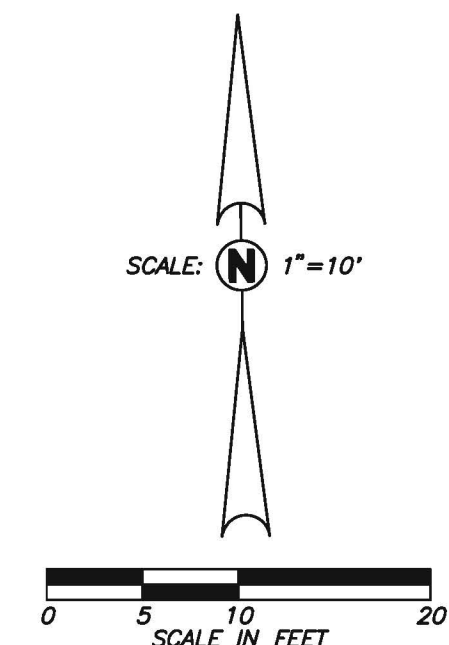
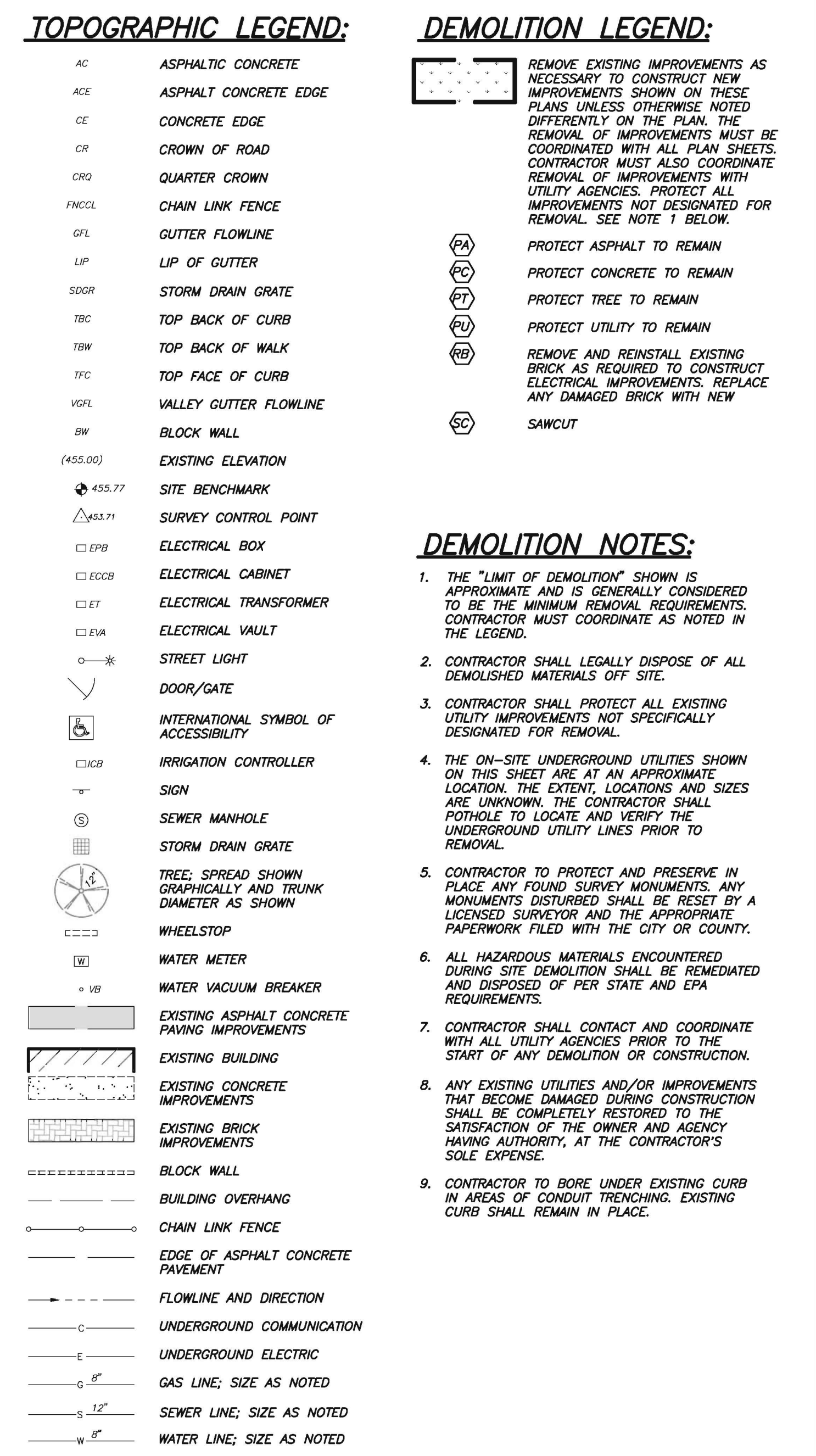
N 3RD ST

N HENRAHAN ST

E PUTNAM AVE

LOCATION MAP

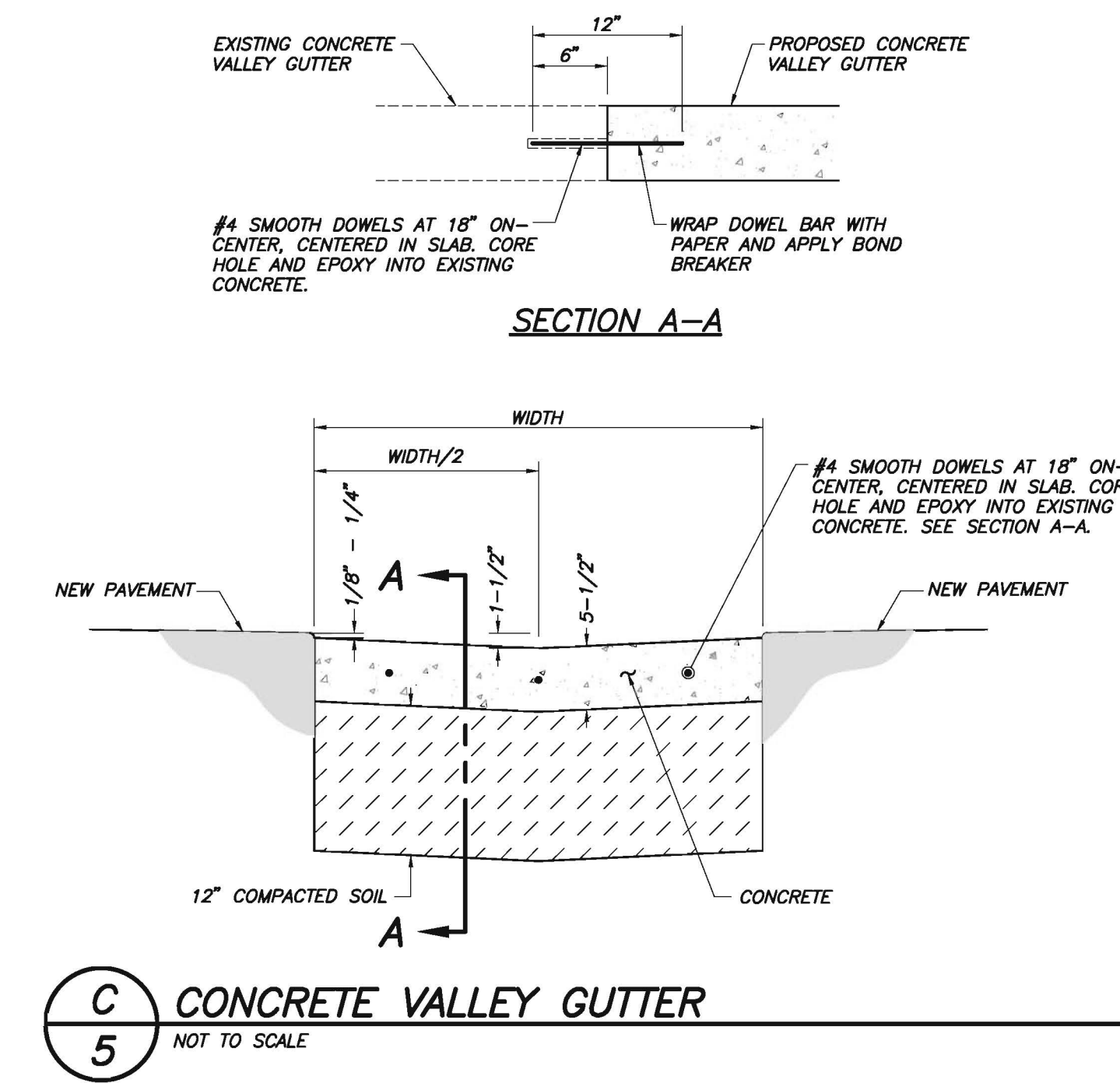
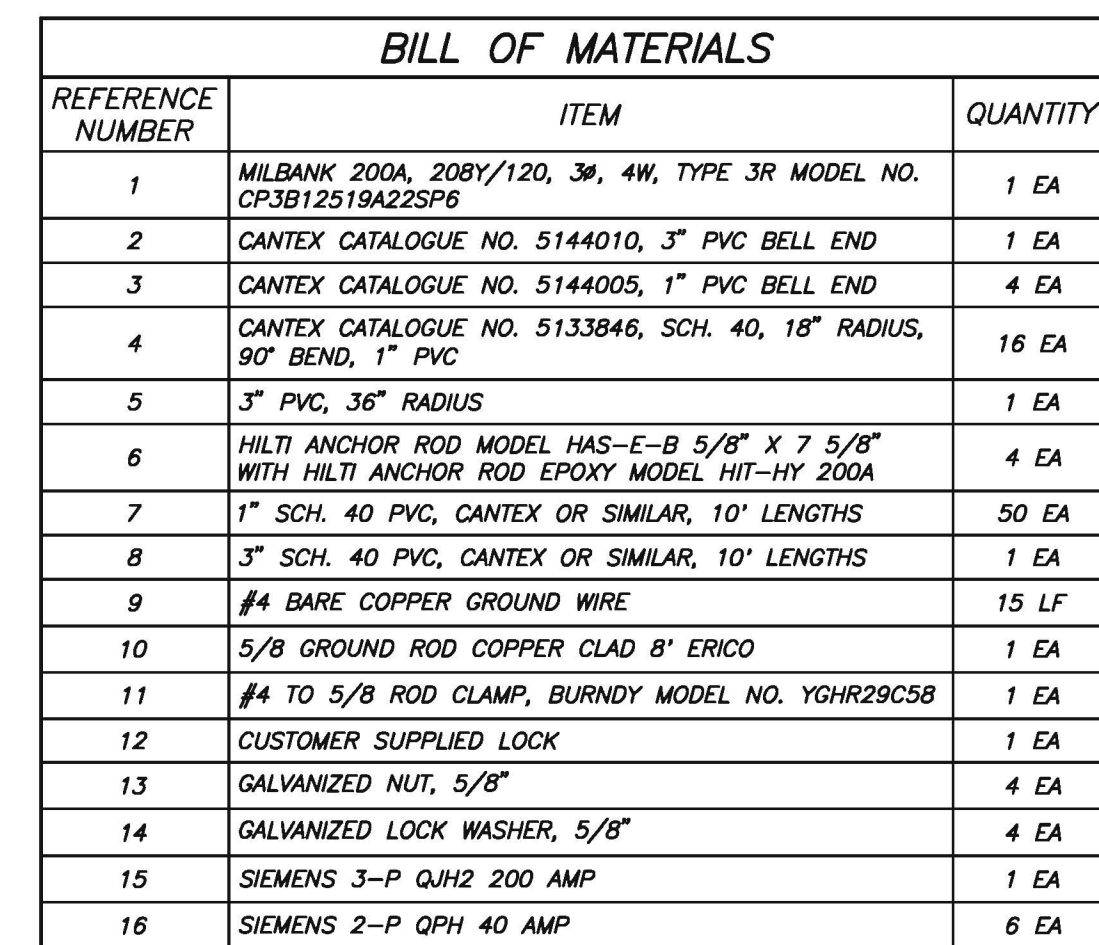
NOT TO SCALE



SR2199372

 Blair, Church & Flynn CONSULTING ENGINEERS	 REGISTERED PROFESSIONAL ENGINEER DAVID A. KOWMY No. 54,414 CIVIL STATE OF CALIFORNIA	CONSULTANT	REF. & REV.	SOUTHERN CALIFORNIA EDISON
		Blair, Church & Flynn Consulting Engineers 451 Clovis Avenue, Suite 200 Clovis, California 93612 Tel (559) 326-1400 Fax (559) 326-1500		

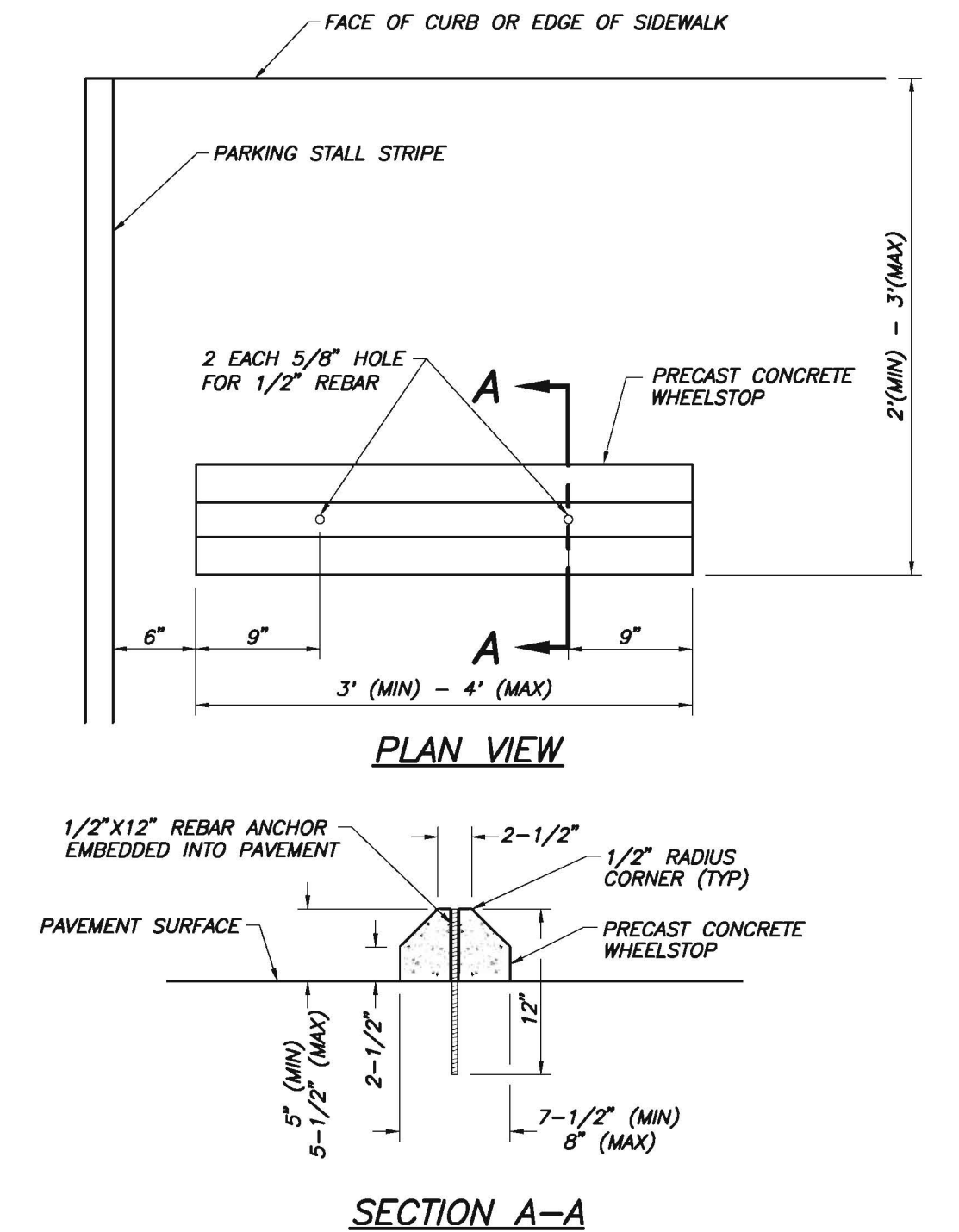
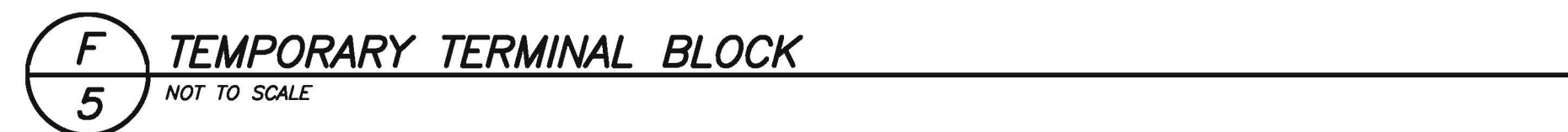
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Plot by: mballog Nov 23, 2016 - 8:49am



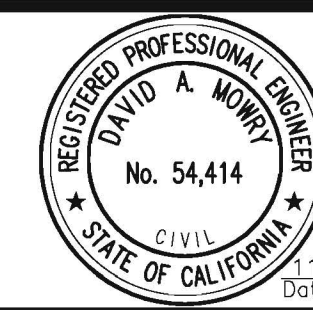
BILL OF MATERIALS (1 UNIT)		
REFERENCE NUMBER	ITEM	QUANTITY
1	VYNCKIER VM554 ENCLOSURE	1 EA
2	VYNCKIER BACKING PLATE VMBP55A	1 EA
3	MARATHON TERMINAL BLOCK 985 GP 06	1 EA
4	EATON B-LINE B22SH120 H06, 12GA, 10' LENGTHS	1 EA
5	B-LINE B825-22 END CAP	1 EA
6	B-LINE 1/4 x 1.25" 20 HHCS ZINC	2 EA
7	B-LINE SPRING NUT, N224, 1/4 - 20	2 EA
8	UV STABILIZED NYLON CABLE TIES (1/4" WIDTH)	5 EA

NOTES:

- NOTES:**
1. TERMINAL BLOCK AND TEMPORARY SUPPORT WILL BE REMOVED ONCE CHARGERS ARE INSTALLED.
 2. SECURELY FASTEN PVC CONDUIT TO CONDUIT SUPPORT WITH 1/4" WIDE UV STABILIZED NYLON CABLE TIES. PROVIDE 1 TIE EVERY 12".
 3. PARTS INCLUDED IN THE BILL OF MATERIALS ARE FOR 1 TEMPORARY TERMINAL BLOCK ONLY. SEE ELECTRICAL CONDUIT PLAN FOR LOCATION AND COUNT.



D **CONCRETE WHEELSTOP**
5 NOT TO SCALE



CONSULTANT
Blair, Church & Flynn
Consulting Engineers
451 Clovis Avenue,
Suite 200
Clovis, California 93611
Tel (559) 326-1400
Fax (559) 326-1500

REF. & REV.

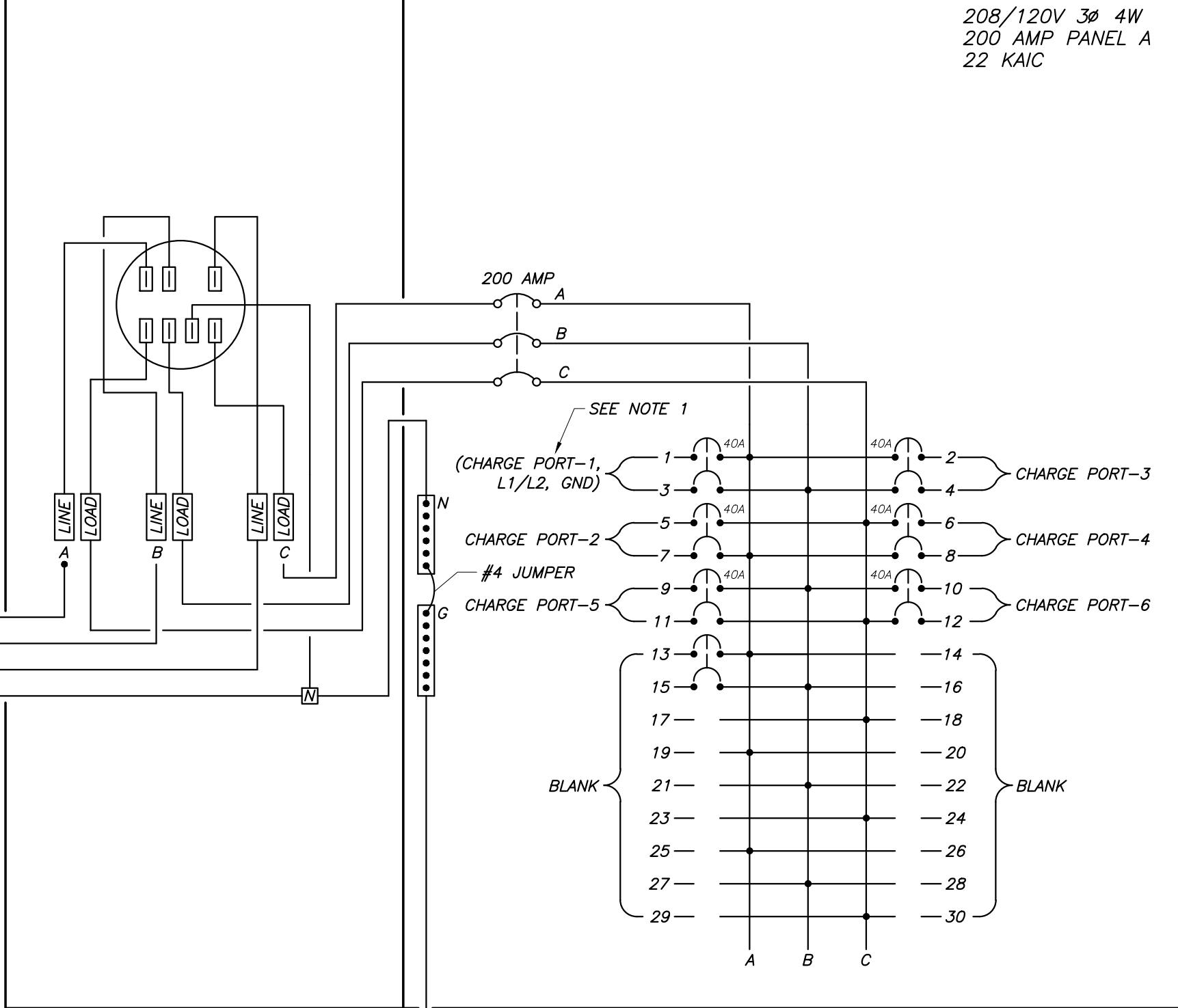
SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM CITY OF PORTERVILLE CONDUIT SECTIONS AND DETAILS	DISC DISC
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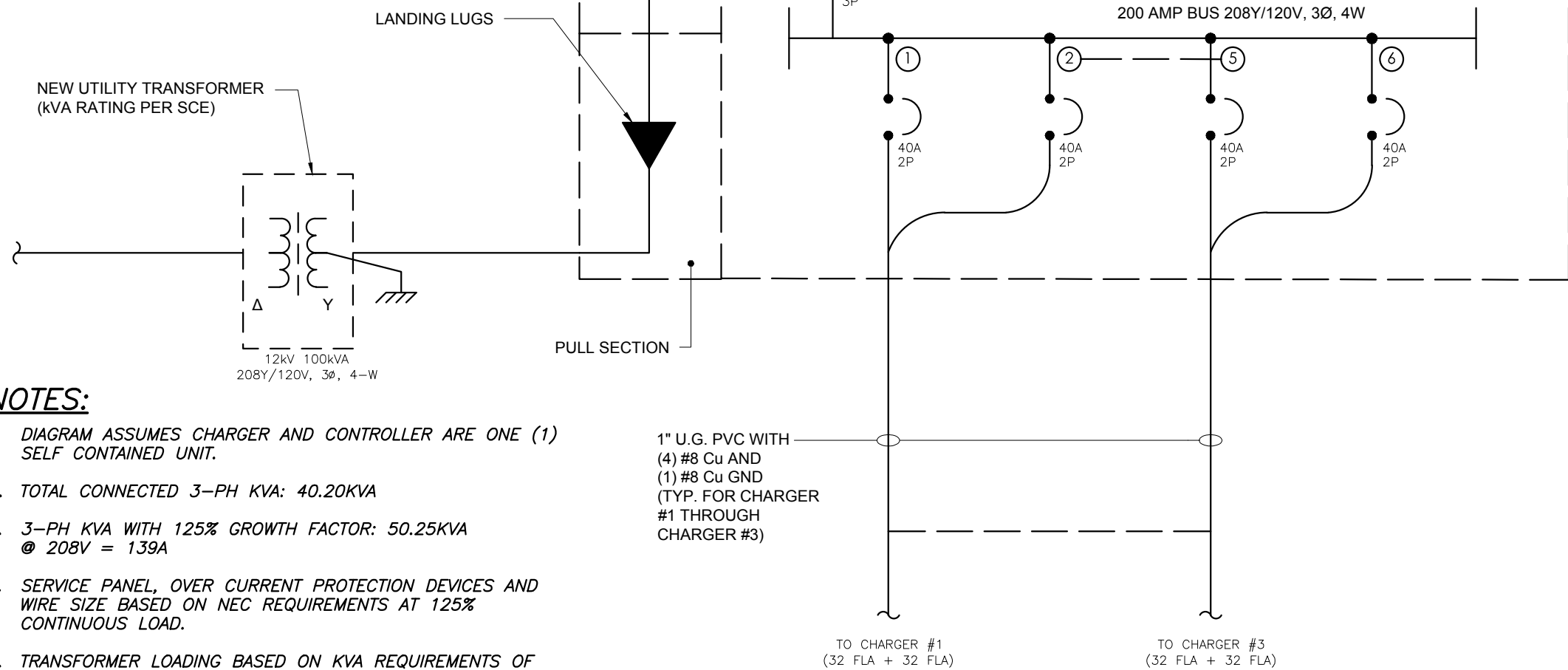
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H. BY: RF
DATE: 11/23/2016
SCALE AS NOTED

SHEET NO. 5
OF 7 SHEETS

SR2199372



1. TAGGED (CHARGE PORT-#, L1, /L2/GND) TYPICAL FOR ALL STATIONS.
2. DO NOT USE GFCI BREAKERS.
3. GROUND COMBINATION SERVICE ENTRANCE DEVICE PER NEC ARTICLE 250.
4. 10 KAIC BRANCH BREAKERS



1. DIAGRAM ASSUMES CHARGER AND CONTROLLER ARE ONE (1) SELF CONTAINED UNIT.
2. TOTAL CONNECTED 3-PH KVA: 40.20KVA
3. 3-PH KVA WITH 125% GROWTH FACTOR: 50.25KVA
 @ 208V = 139A
4. SERVICE PANEL, OVER CURRENT PROTECTION DEVICES AND WIRE SIZE BASED ON NEC REQUIREMENTS AT 125% CONTINUOUS LOAD.
5. TRANSFORMER LOADING BASED ON KVA REQUIREMENTS OF CHARGER AT 0.95 PF PER SCE (6.7KVA/CHARGER).



Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772 [®] specifications
Power Measurement Accuracy	±1% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-30°C to +50°C (-22°F to 122°F)
Storage Temperature	-30°C to +60°C (-22°F to 140°F)
Non-Operating Temperature	-40°C to +60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Charging Stations per 802.11 Radio Group	Maximum of 10. Each station must be located within 45m (150') "line of sight" of a gateway station.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Contact Us

To order your CT4000 charging station:

- 1 Visit chargepoint.com/sales
- 2 Call 1.408.705.1992
- 3 Email sales@chargepoint.com



ChargePoint, Inc.
254 East Hacienda Avenue | Campbell, CA | 95008-6607 USA
+1.408.616.6502 or toll free +1.877.370.3602
chargepoint.com

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Printed on paper made with 100% post-consumer fiber and 100% certified renewable energy and processed chlorine free
UL LISTED
UL 2594
UL 2231-1
UL 2231-2

CT4000 Level 2 Commercial Charging Stations

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is: **Model-Options-Software, Services and Misc** are ordered as separate line items.

Hardware

Description	Order Code
Model	
1830 mm (6') Single Port Bollard Mount	CT4011
1830 mm (6') Dual Port Bollard Mount	CT4021
1830 mm (6') Single Port Wall Mount	CT4013
1830 mm (6') Dual Port Wall Mount	CT4023
2440 mm (8') Dual Port Bollard Mount	CT4025
2440 mm (8') Dual Port Wall Mount	CT4027

Options	
Integral Gateway Modern - USA	-GW1
Integral Gateway Modern - Canada	-GW2
Misc	
Power Management Kit	CT4000-PMGMT
Bollard Concrete Mounting Kit	CT4001-CCM

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CTSW-SAS-COMM-1
ChargePoint Service Provider Plan	CTSW-SAS-SP-1
ChargePoint Assure	CT4000-ASSURE1
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALL-VALID

Note: All CT4000 stations come with 1 year of ChargePoint Assure coverage at no charge for qualified installations. Other conditions apply. All CT4000 stations require a network service plan.

¹ Substitute for desired years of service (1, 2, 3, 4, or 5 years).

² Substitute for the duration of the additional coverage (1, 2, 3, or 4 years).

Order Code Examples

If ordering this	the order code is
1830 mm (6') Dual Port Bollard USA Gateway Station with Concrete Mounting Kit	CT4021-GW1-CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CTSW-SAS-COMM-3
ChargePoint Station Installation and Validation	CT4000-INSTALL-VALID
2 Additional Years of Assure Coverage	CT4000-ASSURE2
1830 mm (6') Single Port Wall Mount Station	CT4013
ChargePoint Commercial Service Plan, 5 Year Subscription	CTSW-SAS-COMM-5
4 Additional Years of Assure Coverage	CT4000-ASSURE4
Station Activation and Configuration	CPSUPPORT-ACTIVE



CT4011



CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8W typical (standby), 15W maximum (operation)					

Electrical Output

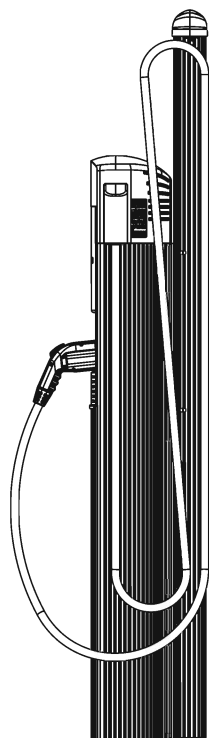
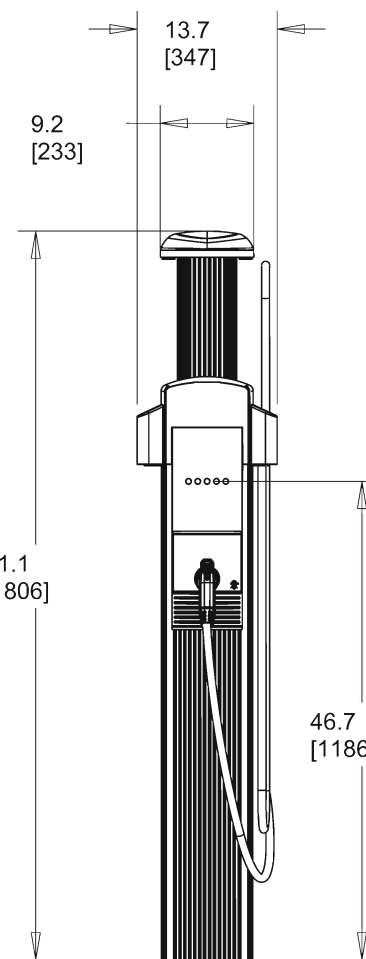
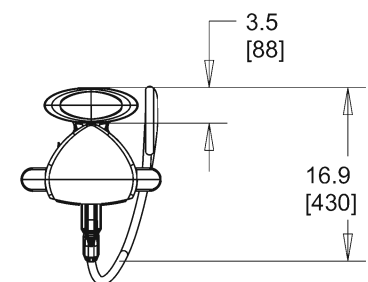
Standard	7.2kW (240V AC @ 30A)	7.2kW (240V AC@30A) x 2
Standard Power Share	n/a	7.2kW (240V AC@30A) x 1 or 3.8kW (240V AC@16A) x 2
Power Select 24A	5.8kW (240V AC@24A)	5.8kW (240V AC@24A) x 2
Power Select 24A Power Share	n/a	5.8kW (240V AC@24A) x 1 or 2.9kW (240V AC@12A) x 2
Power Select 16A	3.8kW (240V AC@16A)	3.8kW (240V AC@16A) x 2
Power Select 24A Power Share	n/a	3.8kW (240V AC@16A) x 1 or 1.9kW (240V AC@8A) x 2

Functional Interfaces

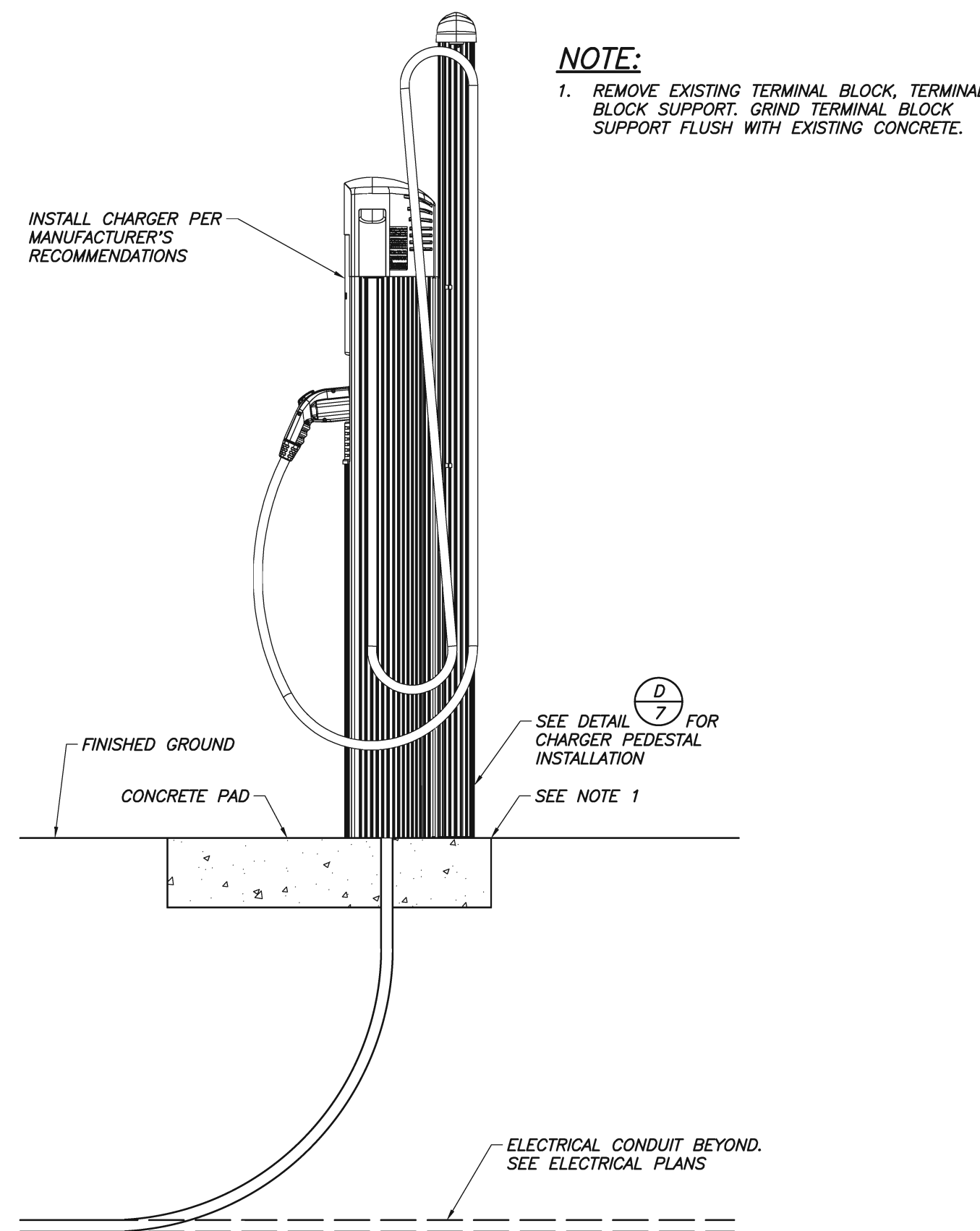
Connector(s) Type	SAE J1772 [™]	SAE J1772 [™] x 2
Cable Length - 1830 mm (6')	5.5 m (18')	5.5 m (18') x 2
Cable Management	n/a	7 m (23')
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7") full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

chargepoint.com 3

CT4011



A (PHASE 2 – FOR REFERENCE ONLY)
7 CHARGEPOINT CT4000 SERIES SPECIFICATIONS
NOT TO SCALE



C (PHASE 2 – FOR REFERENCE ONLY)
7 TYPICAL CHARGER INSTALLATION
NOT TO SCALE

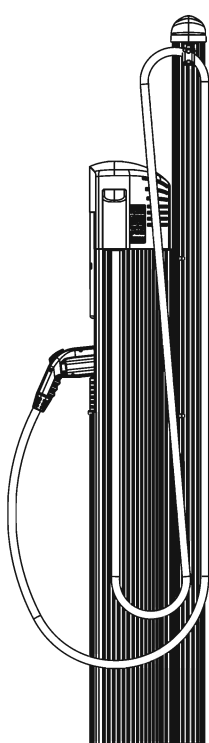
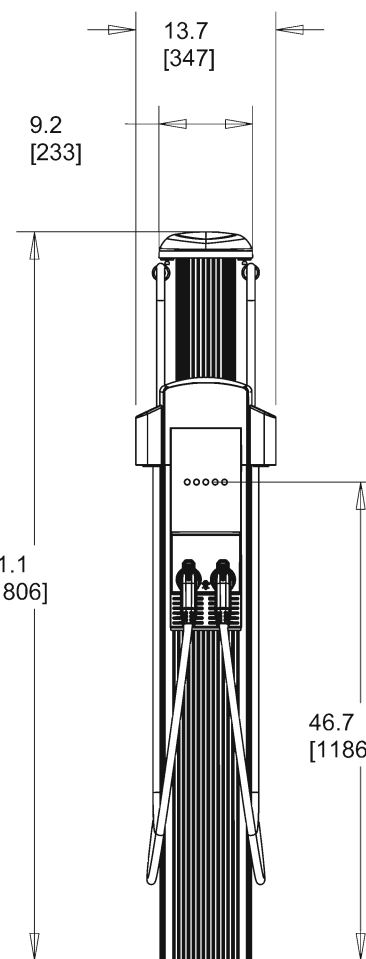
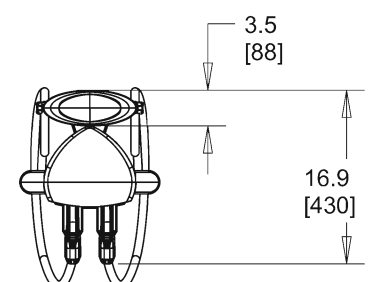
D (PHASE 2 – FOR REFERENCE ONLY)
7 TYPICAL CHARGER PEDESTAL INSTALLATION
NOT TO SCALE

NOTE:
1. REFER TO INSTALLATION MANUAL FOR ADDITIONAL INFORMATION.

B (PHASE 2 – FOR REFERENCE ONLY)
7 SINGLE PORT CHARGER MODEL CT4011
NOT TO SCALE

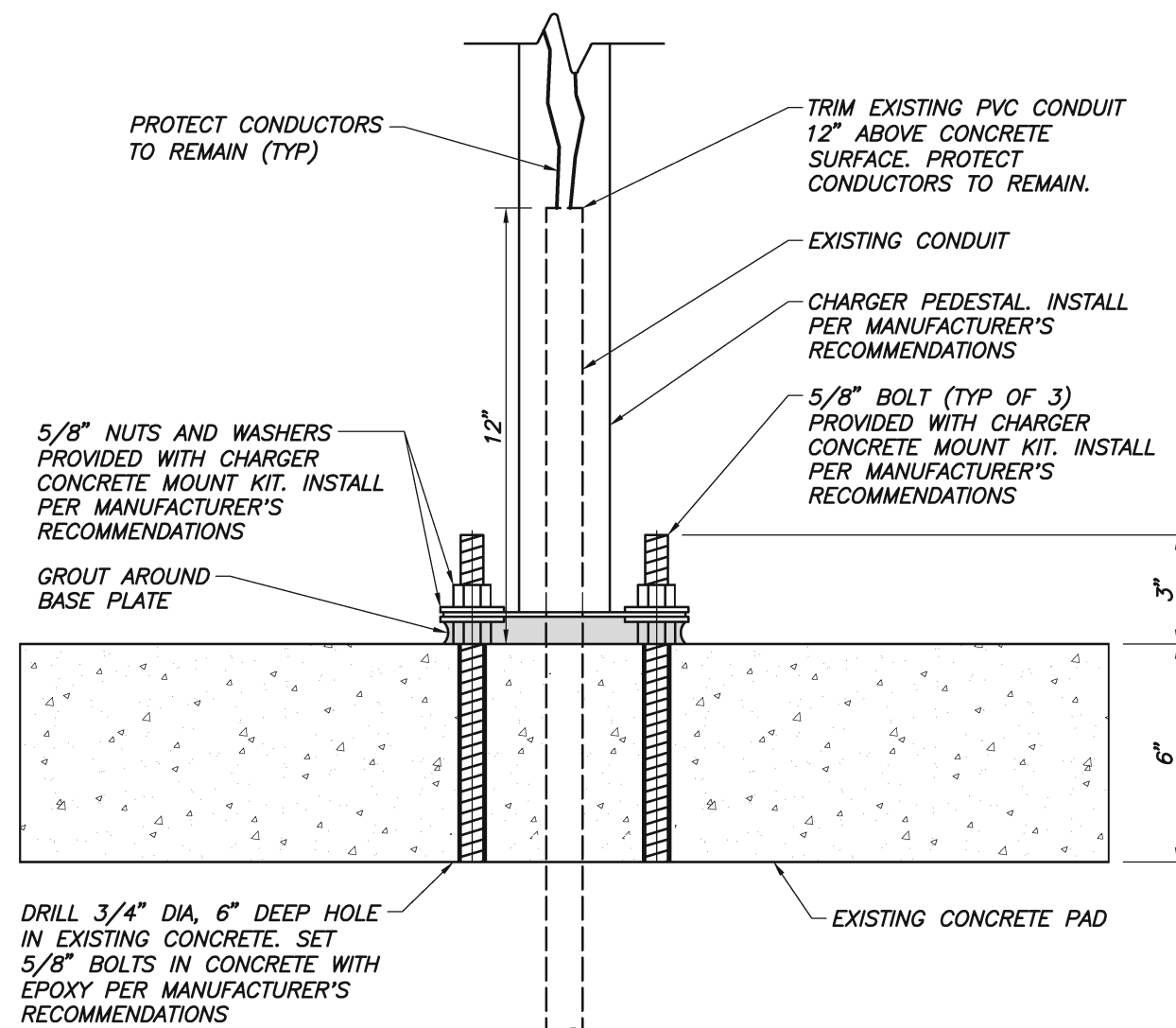
CT4021-CMK

SCALE 1:15



E (PHASE 2 – FOR REFERENCE ONLY)
7 DUAL PORT CHARGER MODEL CT4021
NOT TO SCALE

SECTION A-A



SECTION A-A

Blair,
Church
& Flynn
CONSULTING ENGINEERS



CONSULTANT
Blair, Church & Flynn
Consulting Engineers
451 Clovis Avenue,
Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

REF. & REV.

SOUTHERN CALIFORNIA EDISON

CHARGE READY PROGRAM
CITY OF PORTERVILLE
PHASE 2 DETAILS

DR. BY: BY
CH. BY: RF
DATE: 11/23/2016
SCALE: AS NOTED

SHEET NO. 7
OF 7 SHEETS

SR2199372

ChargePoint STATEMENT OF QUALIFICATION



- Please provide a Statement of Qualification describing your firm and any partnerships in providing public electric vehicle charging stations, including proposed equipment, software, and services.

ChargePoint brings electric vehicle (EV) charging to more people and places than ever before.

ChargePoint operates the world's largest and most open EV charging network. We also design, build, and support the technology that powers it. As our network grows, it makes driving an EV accessible to more and more people. Our mission is to get everyone behind the wheel of an EV and provide a place for them to charge wherever they go.

How are we making it happen? First, we're transforming the transportation industry by providing the charging stations, mobile app, and the network that allow people to charge their cars everywhere they go. Second, we're transforming the energy industry by developing intelligent energy management solutions to help people and businesses shift away from fossil fuels. And, finally, we're making it easier for drivers to adopt EVs by connecting them to automakers, businesses, and each other, as well as educating the driving public.

Every day we add more drivers and businesses to our network, and driving an EV makes even more sense. And that's what ChargePoint is all about: driving a better way™.

Partners

Car Makers: BMW, Cadillac, Chevrolet, Energica, Fiat, Nissan, Mercedes-Benz, smart USA, Toyota and Volkswagen.

In-vehicle and hand-held navigation systems: BMW, Fiat, Nissan, Airbiquity, SiriusXM, TomTom and MapQuest

EVSE suppliers with ChargePoint stations: BMW i DC Fast Charger, Efacec, Fuji Electric, Leviton, Nissan and Schneider Electric



6,200+ Customers

Some of Which Include:

Cities

San Francisco, San Jose, New York, San Antonio, Boston, Orlando, Bellevue, Tampa, Detroit, Washington DC, Grand Rapids, Baltimore and many more.



Government

US Department of the Treasury, Department of Transportation (DC, NY, NC, fleet services), US General Services Administration (VA), Department of Public Works (DC, MA), Port Authority (MA), Transit Authority (MD) and many more.

Utilities

North America: LA Dept of Water & Power, Orlando Utilities Commission, Madison Gas & Electric, San Diego Gas & Electric, Austin Energy, CPS Energy, Toronto Hydro, Hydro Quebec, Kansas City Power & Light, National Grid, Detroit Edison, Consumer's Energy, Tampa Electric, ComEd and many more.

“The City of San Jose has a long-standing commitment to accelerate the adoption of electric vehicles. Its Clean Air Vehicle program offers free parking to EV owners who live in the City or buy their vehicle here. San Jose was one of the first cities to offer public EV charging. Currently, the City has 57 publicly-available chargers. And the number keeps growing. The City’s ChargePoint smart stations have enabled the City to monitor usage, track GHG savings, and set charging fees to remain revenue neutral. This information is essential to the City’s efforts to encourage the adoption of EVs.”

—Laura Stuchinsky Associate Transportation Specialist, City of San Jose

We (ChargePoint) manufacture all of our Level 2 equipment and our network is our own creation that is built, maintained, and updated by ChargePoint. We do not partner with any other companies to provide our comprehensive solution. Leviton, Nissan, and Schneider Electric all private label either our hardware or software (network), or some just use our network with their own hardware.



- Please describe your charging station network, including the number of charging stations installed (California and Nationwide), benefits to the public regarding your network

ChargePoint currently provides EV charging services in over 31,200 parking spaces in North America. 14,191 of those EV spots powered by ChargePoint technology are located in the State of California (data as of 11.28.2016).

Network Communication

ChargePoint-enabled charging stations connect to the ChargePoint cloud over a private, encrypted M2M VPN connection using the cellular data network. The CT4000 products are grouped together into radio groups. A radio group always consists of one or more charging stations located in the same area. One station is a “gateway”, containing a cellular modem that allows it to communicate with the ChargePoint cloud. The gateway provides the local communications link to allow “non-gateway” stations located nearby to communicate with ChargePoint using secure 802.11 wireless local networking. This architecture provides a cost effective means of scaling an EVSE installation with no need for reliance on local IT resources for Internet access.

ChargePoint Network Services

ChargePoint currently has over 295,000 subscribers to our app. 55% of all current EV owners have an active ChargePoint subscription.

Station owners are in complete control of the charging station policies: who can use them, how much drivers pay to use them, and what messaging and video content to display. Every station or group of stations may have different policies applied, or all stations may be provisioned exactly the same – providing the ultimate in flexibility.

ChargePoint stations that are publically accessible are visible on the ChargePoint website map, on ChargePoint mobile applications (available for both Apple IOS and Android), as well as many in-dash POI systems from EV car manufacturers.

Stations that are restricted to only employees will only be visible to those employees. Non-employees will not see the stations on the map, and unless they physically see the station, will not even know of its existence. Stations restricted for fleet use will only be visible to fleet operators and drivers using the fleet vehicles.

This flexibility allows station owners to ensure that the only the appropriate parties have visibility to stations, if it’s in use or occupied, and when a port comes available should they be waiting.

Driver Accounts

Drivers are identified by their ChargePoint driver account. Each account may have one or more RFID cards activated to it and each account also is tied to the ChargePoint smartphone mobile application. When a driver uses a ChargePoint station they can either tap their RFID card or they may use the mobile app to identify themselves to the station and authorize a session.

Time of Use Access Controls

An upcoming software release added the ability to control access to your stations based on time of day and day of week. During normal business hours, say 8am to 5pm you may open the stations for use by your employees as well as your fleet vehicles to use. At 5pm the stations will become restricted so that only your fleet vehicles may use them.



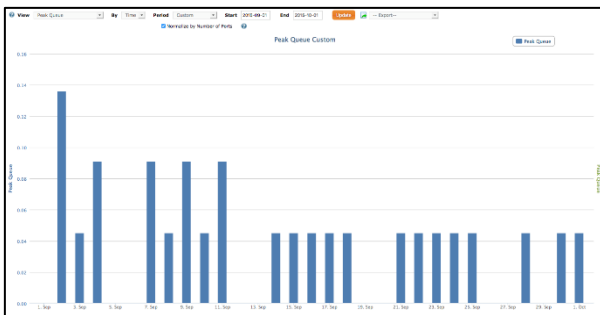
This is an important feature to ensure that your stations are used appropriately and ensure your fleet vehicles are able to charge overnight.

ChargePoint Waitlist

Enabling this feature makes it easy for drivers to share ports and help you efficiently serve more drivers with fewer stations. Waitlist can maximize the utilization of stations and does not require the administrator to do anything once it has been configured. The feature may be enabled during business hours and automatically disabled off hours during the period when only fleet vehicles are using the stations.

Waitlist works by allowing drivers to get in line for the next available charging station, informing them when a station becomes available, and even holding it for them while they walk to their vehicle, drive it to the station, and plug in. The driver decides which ports he wishes to line up for, and joins a “virtual lineup”. As ports free up notifications are sent to the first driver in line and the port is temporarily reserved just for that driver. The driver has the ability to accept the reservation and use the port, or the driver may decide to skip his turn and let the person behind go ahead – while retaining his place in line, or may simply opt-out of line altogether.

Detailed reports are available to monitor the waitlist and ensure the policies put in place are having the desired effect, including peak queue depth and average wait time.



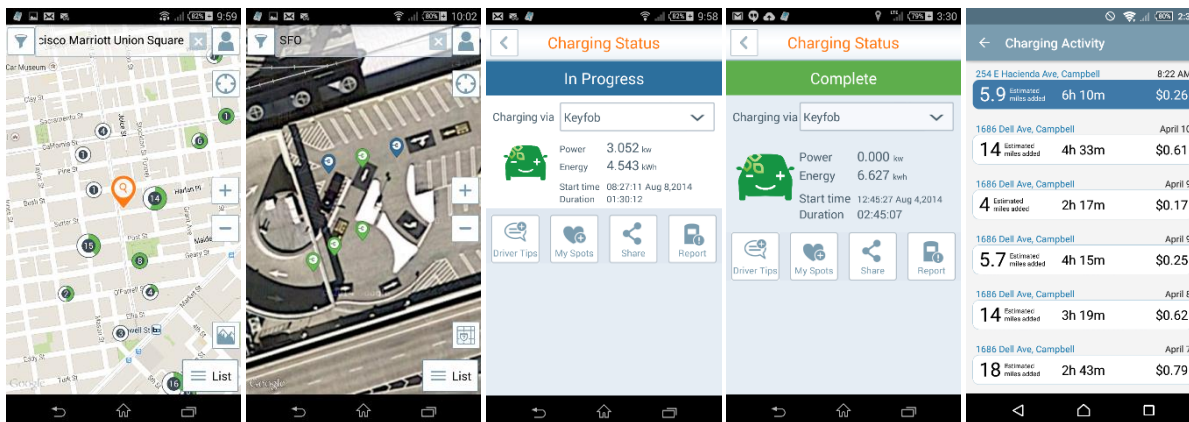
Driver Services

The driver web portal provides a map of all charging stations within the geographical region of the driver, offering information on the charging station including its availability, reservation status and charging fee (if any). Drivers are able to view real time charging status, make or change reservations, join a Waitlist, view real-time status of the waitlist, customize their charging experience and view past activity. The driver may elect to receive SMS or email messages when their vehicle is completely charged or if their charging session is interrupted for any reason such as a GFCI fault or disconnected cable. Drivers can view fuel and greenhouse gas (GHG) savings and track the vehicle’s charge history.



Mobile Application

In 2011, ChargePoint released its first mobile application and is now on our 5th major release. The mobile application is a critical component of our driver services, enabling drivers to locate stations on ChargePoint, 3rd party networks, and non-networked stations. Drivers are able to view real-time availability, navigate to any station using their own preferred mobile navigation tool, start and pay for sessions, view real-time charging status and receive alerts on charging events.



Software Upgrades

Updates to the station software are performed over-the-air and performed automatically as part of the network service plan. There is no additional charge for updates.

Additional Documentation

Product data sheets and installation guide are available for download at www.chargepoint.com/guides

- And, available technology and services for fleet management in the future for the City.

ChargePoint, the world's largest and most open EV charging network, simplifies EV charging for your fleet. We make it easy and hassle-free to deploy EV charging, operate your fleet and save money. Our Fleet Charger (CPF25) **is** absolutely an available option for the SCE Charge Ready Program.

Simplify Your Operations with Smart, Networked Charging Stations

Our smart, networked charging stations are designed to make your operations easy to manage. You can get real-time charging station information and generate detailed reports on energy use, greenhouse gases avoided, fuel savings and more, all from a single dashboard. We also continuously deliver automatic, over-the-air software updates, so you never have to wait for the latest features and improvements.

Maximize Cost Savings with Energy Management

Our advanced energy management tools can lower your total cost of ownership. With smart, networked charging stations, you can reduce installation costs and remotely shift charging to times when electricity rates are the cheapest.

Keep Your Operations Running Smoothly with ChargePoint's World-Class Support and Services

Fleet vehicle availability is critical to your business, which is why we offer comprehensive support for you, your drivers and your charging stations. Our world-class support team is standing by to help your drivers and station managers. We also have your stations covered with ChargePoint Assure, our industry-leading parts and on-site labor and maintenance.

Depot Charging



ChargePoint CPF25 stations and the Fleet Plan are designed specifically for dedicated depot applications. The CPF25 is a Level 2 charging station available in wall and pedestal mount options. We also offer DC fast stations for businesses that require quick vehicle turn-around, such as taxi and delivery services.

Benefits

- + Know which vehicles are charged and ready for service through real-time updates
- + Ensure that only fleet vehicles can use your depot charging stations through Access Control
- + Save on installation costs and lower energy costs through Panel Sharing
- + Lower energy costs through Scheduled Charging
- + Avoid trip hazards and keep your operations safe with our cable management option



ChargePoint CPF25
Two Stations with Dual Pedestal Mount
and Cord Management Kit



Fleet Plan is the cloud service plan for the CPF25 charging station.

Station Management	
Access Control	Control which vehicles use your charging stations. Assign RFID cards to fleet vehicles and allow only those vehicles to charge at your stations.
Energy Management	Enroll in utility Demand Response programs that may offer incentives such as discounts on installation, equipment and energy costs.
Real-Time Station Visibility	Get real-time information on station availability.
Reporting and Analytics	Generate automated reports including energy usage, greenhouse gases avoided, station usage, peak occupancy, session duration and more.
Remote Management	Remotely configure, monitor and track all of your charging stations.
Rights Granting	Some electric utilities have programs that offer fleets attractive rebates for EV charging stations or provide incentives for curtailing power during periods of peak electricity demand. To participate in these programs, the utility must be able to view usage data, or notify you when it's time to reduce your power usage. Rights Granting makes enrolling in these programs as simple as checking a box, with automated data transfer and notifications.
Automatic Updates	Receive automatic, over-the-air station software updates.
24/7 Driver Phone Support	Your drivers can get phone support 24 hours a day, every day of the year.
Station Owner Support	Station managers can get help from our dedicated, expert support team that is available during business hours, Monday to Friday 8AM to 9PM EST.
Vehicle Management	
Track Vehicle Usage	Get real-time information on your fleet vehicles whenever they are plugged into a charging station. You can track the location and station where your vehicles are charging, know when they are fully charged and view usage reports both by vehicle and by fleet.
ChargePoint Fleet Card Service	Your fleet vehicles may need to charge on route. The Fleet Card Service gives you a convenient way to pay for charging at public ChargePoint stations that require payment. All charging activities and fees are tracked, and you can pay for charging through a purchase order and invoicing or, optionally, by credit card.



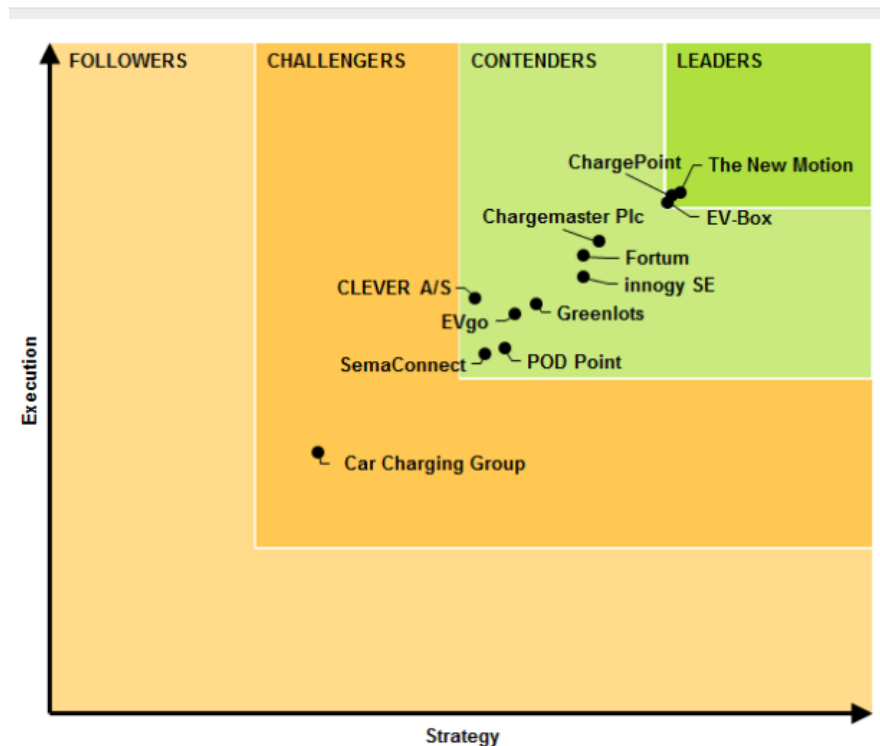
- Finally, please describe why your firm should be selected for the City's SCE Charge Ready project.

On November 24, 2016 Navigant Research released its leaderboard for worldwide public charging EV networks. ChargePoint was one of two EV charging companies that were positioned firmly in the Leader Quadrant. Of the top 10 companies in the world, only two are based domestically and only three are available in the USA. The evaluation criteria consisted of examining selected companies on the basis of:

- Vision; go-to-market strategy; partners; product strategy; geographic strategy; market presence; marketing and distribution; product performance and reliability; product and service capabilities; and staying power.

Top 10 leaders according to Navigant are:

1. The New Motion - NETHERLANDS
2. ChargePoint - USA
3. EV-Box - NETHERLANDS
4. Chargemaster Plc - UK
5. Fortum – NORDIC & BALTIC
6. innogy SE- EUROPE
7. Greenlots - SINGAPORE
8. EVgo - USA
9. CLEVER A/S - DENMARK
10. POD Point – UK





Direct quote from Navigant:

"As one of the most aggressive countries for encouraging and adopting PEVs, the Netherlands has also produced The New Motion and EV-Box, which both offer significant EV charger deployments across Europe, have a diversity of solution offerings for multiple customer segments, promote interoperability, and are successfully expanding into new markets," says Lisa Jerram, principal research analyst with Navigant Research. "In North America, ChargePoint leverages the strength of its extensive charger installation base, diverse offerings, partnerships, and the ability to anticipate and adapt to the evolving EV charging market environment."

10 years. 120 months. A key requirement of the SCE Charge Ready Program is that The City of Porterville has to be connected to an EV charging network for 10 years. For the next 10 years, EV drivers will be pulling into the spots you are getting ready to electrify. Do you want that experience to be smooth and hassle free for them? Do you want the flexibility to set rates, run reports, and seamlessly handle the deluge of EV's that are coming? Do you want a proven solution that has 24 x 7, 365 days a year support in three different languages? We are the answer.

EV charging is all we do. EV charging is all we have ever done. We are one of the few options in the SCE Charge ready Program that provides both the hardware and the software. We also have two solutions available and validated for the program. The CT4000 and the CPF25 (Fleet) chargers.

10 years is a long time. Google, Facebook, Oracle, Microsoft, Netflix, LinkedIn, HP and many more high tech companies have standardized on our solution. Google alone electrifies over 1000 employee parking spots. Those "tech" companies all did extensive due diligence and all continue to grow with us.

Disney, Target, Walgreens and many more retail destinations have chosen our offering for their nationwide locations. They know we consistently make their visitor, guests, and customers experience smooth and reliable. The stations always work, the network is state of the art, and 290,000+ EV drivers already have an account with us.

The cities of San Francisco, San Jose, Los Gatos, Vancouver, Portland, New York, and many, many more have selected ChargePoint for many of the same reasons as the companies above. The reporting capability of our network is often very important to these municipalities, as well as making sure the stations are easy to use and are up and running for the drivers.

Our mission from day 1, over 10 years ago is to make the EV drivers life as easy and smooth as possible. That EV driver focus is why we dominate the Level 2 marketplace with over a 65% market share. We continually improve our network, and will always be two to three steps ahead in network advances - as you deal with more and more cars over the next 10 years. We will be a proven solution you will be proud of, and that will continually grow with your needs.

Thanks again for the opportunity to partner with you for the next 10 years.



Quotation

ChargePoint, Inc.

254 East Hacienda Avenue | Campbell, CA | 95008-6617 USA
chargepoint.com
Phone: (408) 841-4500

Quote #: Q-06933-3
Date: 12/1/2016
Expires On: 12/20/2016

Sales Rep: Andrew Croll
Phone: 9093005587
Email: andrew.croll@chargepoint.com

Contact: Richard Tree

Bill To

City of Porterville
291 N Main St
Porterville CA 93257-3737
United States

Ship To

City of Porterville
291 N Main St
Porterville CA 93257-3737
United States

This pricing is valid only in conjunction with the SCE Charge Ready Program (Phase 1). 6 parking spots for the City of Porterville, CA.

Stations				
Product Name	Product Description	Qty	Unit Price	Total Price
CT4021	Dual Output, Bollard Unit - 208/240V @30A with Cord Management	2	\$3,080	\$6,160
CT4021-GW1	Dual Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management	1	\$3,317	\$3,317

Station Accessories				
Product Name	Product Description	Qty	Unit Price	Total Price
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	3	\$0	\$0

Cloud Service Prepaid Plans				
Product Name	Product Description	Qty	Unit Price	Total Price
CTSW-SAS-COMM-5	5 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and more. Available for purchase when combined with ChargePoint's Assure4 Prepaid or Commit Plan.	6	\$939	\$5,634
CTSW-SAS-COMM-5	5 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and more. Available for purchase when combined with ChargePoint's Assure4 Prepaid or Commit Plan.	6	\$939	\$5,634



Services & Support

Product Name	Product Description	Qty	Unit Price	Total Price
CT4000-INSTALLVALID	Installation after make ready, and Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements. Priced per station.	3	\$600	\$1,800
CT4000-ASSURE2	2 additional prepaid years of ChargePoint Assure for the CT4000 at \$705 per year, per station. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes station management, remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate any ChargePoint Assure product.	3	\$987	\$2,961
CT4000-ASSURE	Initial 1 year of ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate the initial ChargePoint Assure coverage if site prep and station install are not performed by a ChargePoint National O&M Partner.	3	\$0	\$0
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	3	\$99	\$297

Quote Total: \$25,803.00

Grand Total: \$25,803.00

Note: Sales tax in applicable states (AZ, CA, FL, GA, MA, NY, TX) and shipping fees will be applied to this quote at time of invoicing.

Quote Acceptance

- All pricing is confidential between Customer and ChargePoint.
- All prices are FOB Origin.
- Customer to be invoiced at time of shipment
- All invoices are Net 30 Days. Credit checks are required for new customers.
- Pricing does not include installation or mounting services which will be quoted separately upon completion of electric make ready under the Southern California Edison Charge Ready Pilot Program.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above and attached terms and conditions and that this signed quote shall act as a purchase order.

Accepted by:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Requested Ship Date: _____

TERMS AND CONDITIONS OF PURCHASE

1. Placement of Orders.

A. Purchase of Charging Stations. The terms of these Terms and Conditions of Purchase ("Terms") govern the Company's purchase of Charging Stations from ChargePoint in connection with the Southern California Edison Charge Ready Pilot Program as it exists as of the date of these Terms and Conditions of Purchase ("Charge Ready Program"). Company's purchase of Charging Stations (including, without limitation, any purchase of an extended Assure Warranty) made by Company shall be made by binding, written purchase order specifying the number and model of Charging Station(s) desired to be purchased, requested delivery schedule (which, absent agreement between the parties, shall be a date that is no less than sixty (60) days after the date of the purchase order), any extended Assure Warranty being purchased and that Company's purchase of Charging Stations is subject to all of the terms and conditions contained in these Terms. Any additional printed terms and conditions in Company's purchase order conflicting with, varying or adding to the terms and conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to accept such terms and conditions.

B. Acceptance of Purchase Orders. All purchase orders and modifications to purchase orders are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be binding upon ChargePoint unless and until so accepted in writing by ChargePoint. ChargePoint agrees to use commercially reasonable efforts to notify Company of its acceptance or rejection of Company's order within ten (10) business days after receipt thereof. Any purchase order accepted by ChargePoint is referred to in these Terms as, an "Accepted Order." Accepted Orders are non-cancelable, non-returnable and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments to Company if Company has exceed its applicable credit limit, if any, and not provided for prepayment, is in violation of its payment obligations or otherwise is in material breach of these Terms.

D. Stations Require Subscription to SaaS Offerings. The Charging Stations are designed to work with ChargePoint's cloud-based application services ("SaaS Offerings"). Access to SaaS Offerings requires Company to enter into a Master Services and Subscription Agreement with ChargePoint. Pursuant to the Charge Ready Program, for a period of ten (10) years following the activation of the Charging Stations, on condition that Company has in effect a current subscription to the SaaS offerings and the Company's account is in good standing with ChargePoint, Company shall be entitled to access the data as is necessary for Company to comply with its obligations under the Charge Ready Program.

2. Delivery

A. Shipping Costs; Terms. All shipping, unless otherwise agreed to by the Parties in writing, shall be FOB Origin. Company shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Charging Stations to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to delay in delivery of the Charging Stations. Company's sole remedy for any material delay in delivery of the Charging Stations shall be cancellation of the order.

B. Transfer of Title. Delivery of the Charging Stations to Company shall be completed upon delivery of the Charging Stations to Company's freight forwarder. Risk of loss and damage to the Charging Stations shall pass to Company upon the delivery of such Charging Stations to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Charging Stations ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Charging Stations and in the specifications of Charging Stations to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Charging Station form, fit, function or safety specifications.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Charging Stations; provided that, ChargePoint may condition its acceptance of a purchase order on such credit and/or prepayment terms as ChargePoint, in its reasonable discretion, determines appropriate due to, among other things, Company's prior payment history and/or the size of the order. In the case of any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective unless and until Company has consented in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date. If Company has purchased an extended Assure Warranty and has chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of the Assure Warranty.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Charging Stations. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Fees for Cloud Services subscriptions shall be invoiced at shipment of the Charging Stations to which such Cloud Services subscriptions relate, and on each anniversary date thereof. All invoices for Cloud Services subscriptions shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the

rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final and Company shall have no right of return, provided, that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the purchase, shipment, use or sale of the Charging Stations by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this Section 3.D.

E. Payment in Dollars. All amount payable under these Terms shall be paid in United States dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after execution of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire or ACH transfer to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion without advance notice. ChargePoint may, in its discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the goods from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If these terms require or authorize delivery of goods in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these terms. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with the terms hereof. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in these terms, ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for Company's account.

I. Disputes. In the event Company disputes any portion or all of an invoice, it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. Upon Company's default of these terms, ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the goods delivered. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, play any court costs or expenses incurred by ChargePoint, and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of goods if Company is over thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate the order if Company is over sixty (60) days late in payment of an undisputed invoice.

4. Installation

ChargePoint shall be responsible for arranging for the installation (the "Installation") of the Charging Stations as Installation is defined in the Charge Ready Equipment and Services Agreement (the "Charge Ready Agreement"). Pursuant to the Charge Ready Agreement, Installation means attaching the Charging Stations to their mounting fixtures and (ii) verifying that the installed Charging

Stations are adequately energized and that communication capabilities are enabled. Installation shall not include ChargePoint performing any of the infrastructure electrical build out to be performed by SCE pursuant to the Charge Ready Pilot Program (the "Make Ready Work"). Additionally, Installation does not include ChargePoint correcting, repairing, altering or otherwise confirming the proper performance of the Make Ready Work.

5. Warranties/Limitation of Liability

A. Warranty. The Charging Station is covered by the terms of ChargePoint's standard parts only product Warranty (the "Warranty"), which will expire on one year from the date of installation. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into these Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that in order to obtain warranty and/or other maintenance services for the Charging Stations after expiration of the Warranty, Company must purchase extended warranties and/or maintenance agreements directly from ChargePoint.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, CHARGEPOINT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF CHARGING STATIONS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE CHARGING STATIONS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING CHARGING STATIONS.

E. Warranty Exclusions. The Warranty set forth in these Terms is subject to certain exclusions as more fully set forth in the Warranty. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE CHARGING STATIONS.

6. Intellectual Property

A. Restrictions on Use Company shall not: (i) create derivative works based on the Charging Stations, (ii) copy, frame or mirror any part or content of the Charging Stations, (iii) reverse engineer any Charging Station, or (iv) access the Charging Stations for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of the Charging Stations.

B. Ownership of Intellectual Property All right, title and interest in and to any intellectual property related in any way to the Charging Stations is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term "intellectual property" shall mean, all of a party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. General

A. Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled.

B. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

C. Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

D. Severability. In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

E. Assignment. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, executors or administrators, provided, however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party in its reasonable discretion; provided, however, that Company and ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint's prior written consent, in its sole discretion. Any attempted assignment in violation of this provision shall be void.

F. Notices. Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.

G. Controlling Law. These Terms shall be governed in all respects by the laws of the State of California, exclusive of conflicts of law principles.

H. Venue. The State and Federal courts located in Santa Clara County, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms. Each of the Parties submits to the jurisdiction and venue of these courts.

I. Entire Agreement. These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each party.

J. Company Obligation. Other than the charging stations, installation of the charging stations, and accompanying SaaS Offerings, Company is not obligated to purchase any service or product.

L. Obligación de la compañía. Aparte de las estaciones de recarga, la instalación de las estaciones de recarga, y las ofertas de SaaS proporcionadas, la compañía no está obligada a comprar ningún servicio o producto.

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00}	DISTRICT San Joaquin Valley	SERVICE ORDER TD1195624	SERIAL NO.	MAP SIZE
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 39-33A-4 APN 253-207-008	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/BT	DATE 12/19/2016

CITY OF PORTERVILLE, a municipal corporation of the State of California, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN PARCEL 1 OF LOT LINE ADJUSTMENT 6-97, RECORDED ON JUNE 06, 1997 AS DOCUMENT NO. 97-038224, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 109.69 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE WESTERLY LINE OF SAID PARCEL 1, SOUTH 33°36'13" EAST 27.37 FEET; THENCE EAST 36.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY IN THE WESTERLY LINE OF SAID PARCEL 1 AND TO JOIN AT THE ANGLE POINT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF PORTERVILLE, a municipal corporation of
the State of California

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this ____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

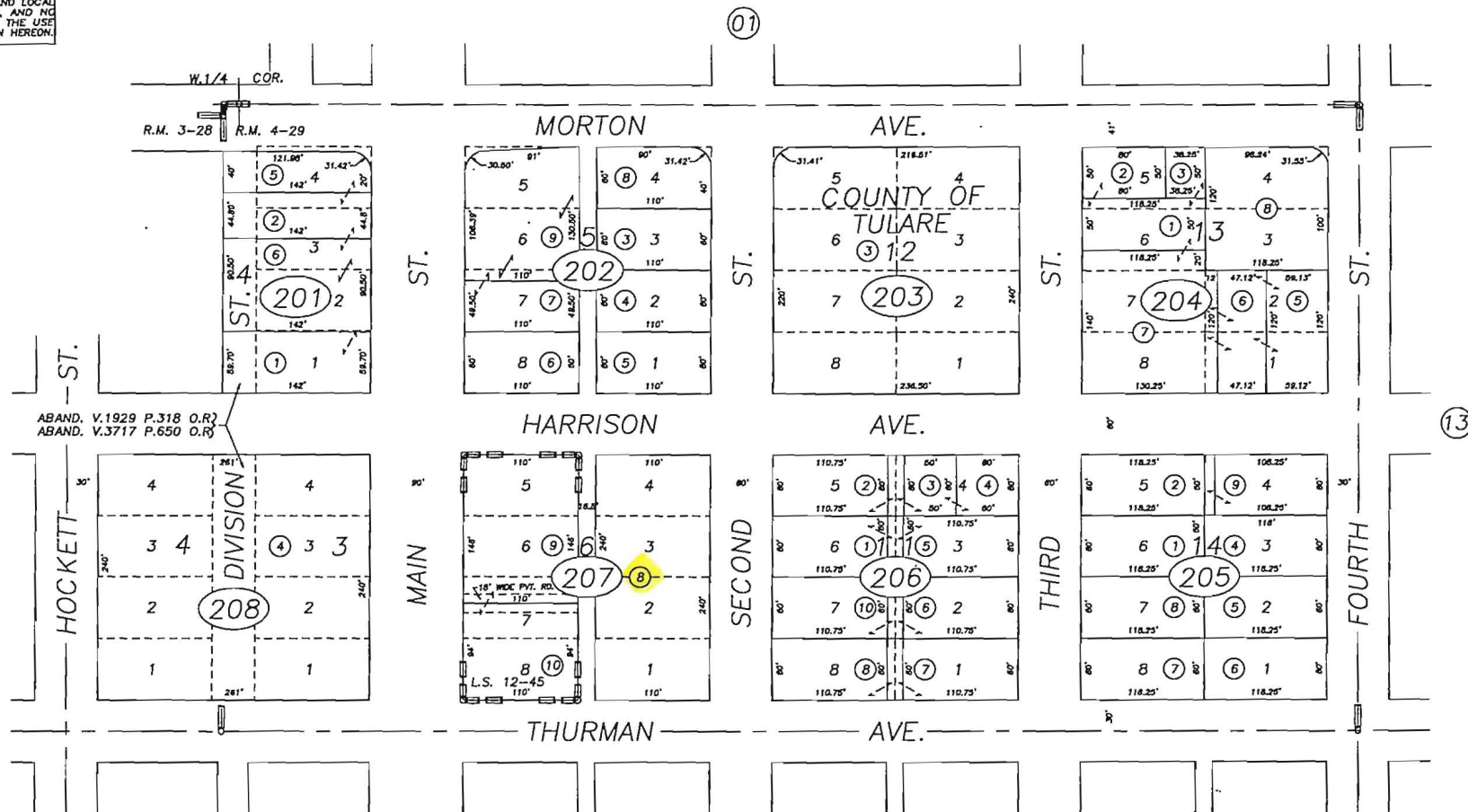
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DISCLAIMER
 THIS MAP WAS PREPARED FOR LOCAL
 PROPERTY ASSESSMENT PURPOSES ONLY
 AND THE PARCELS SHOWN HEREON MAY
 NOT COMPLY WITH STATE AND LOCAL
 SUBDIVISION ORDINANCES, AND NO
 LIABILITY IS ASSUMED FOR THE USE
 OF THE INFORMATION SHOWN HEREON.

NLY. POR. NW 1/4 OF SW 1/4 SEC. 25 T.21S., R.27E., M.D.B.& M. Tax Area Code 253-20
 004-084



2000-0045687 1/14/2002
 REVISION DATE TECH

POR. B. HOCKETT'S ADD., R.M. 3-28
 POR. PIONEER & MURPHY'S ADD., R.M. 4-29
 RECORD OF SURVEY, L.S. 12-45

CITY OF PORTERVILLE
 ASSESSOR'S MAPS BK. 253, PG. 20.
 COUNTY OF TULARE, CALIF.

NOTE: Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

01/02

HARRISON AVENUE

EXHIBIT "A"

**PARCEL 1
LOT LINE ADJUSTMENT 6-97
REC. 06/06/1997
DOC. # 97-038224, O.R.
TULARE CO.**



SCALE: 1"=30'

16.5'

ALLEY

POB

TPOB

S33°36'13"E

27.37'

EAST

36.00'

SCE EASEMENT
6' WIDE

109.69'

NORTH

POC

SECOND STREET

30'

30'

30'

THURMAN AVENUE

LEGEND



DENOTES
SCE EASEMENT AREA

POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

SCE EASEMENT

DCR801571323

TD1195624

SLS/BT

12/19/16

RESOLUTION # _____ - 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE GRANT AN EASEMENT ACROSS CITY-OWNED
PARCEL 253-207-008-000 & 253-207-009-000, LOCATED NEAR THE INTERSECTION
OF THURMAN AVE AND 2ND STREET, TO SOUTHERN CALIFORNIA EDISON
FOR AN ELECTRICAL SERVICE ASSOCIATED WITH THE INSTALLATION OF
CHARGING STATIONS FOR THE PUBLIC**

WHEREAS, the City of Porterville is the owner of APN 253-207-008-000 and 253-207-009-000, located near the intersection of Thurman Avenue and 2nd Street and within the Centennial Plaza parking lot; and

WHEREAS, the City of Porterville has contracted with Southern California Edison to construct six public charging stations; and

WHEREAS, Southern California Edison is requesting an easement across and within the City of Porterville property; and

WHEREAS, Said easement and electrical facilities will be maintained by Southern California Edison; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville hereby authorizes a Grant of Easement to Southern California Edison Company, a corporation, its successors and assigns, an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply system and communication systems, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communication, in, on, over, under, across and along certain real property in the City of Porterville, County of Tulare, State of California, as described as follows:

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN PARCEL 1 OF LOT LINE ADJUSTMENT 6-97, RECORDED ON JUNE 06, 1997 AS DOCUMENT NO. 97-038224, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDS OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 109.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE WESTERLY LINE OF SAID PARCEL 1, SOUTH 33°36'13" EAST 27.37 FEET ; THENCE EAST 36.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY IN THE WESTERLY LINE OF SAID PARCEL 1 AND TO JOIN AT THE ANGLE POINT.

BE IT FURTHER RESOLVED that the forgoing has been authorized by the City Council for the City of Porterville.

PASSED, ADOPTED AND APPROVED this 7th day of February, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Authorization to Repair City Well 4

SOURCE: Public Works

COMMENT: The City of Porterville's Well No. 4, located on the north side of W. Orange Avenue, east of S. F Street, has experienced an operational failure.

Securing the services of a pump repair company is challenging, especially during unprecedented drought conditions. Well pump repair companies have become overwhelmed with demand, therefore making it difficult to secure services for repairs. Three (3) bids for repairs were requested, one (1) well company responded with a bid for repairs; the two (2) remaining well companies were non-responsive. Bids were requested from the following local pump repair companies:

Company	Total	Availability
Valley Pump & Dairy Systems	\$ 10,652	Immediately
S.A. Camp Pump &Drilling Co.		Non-Responsive
Zim Industries		Non-Responsive

Valley Pump & Dairy Systems was the only bidder to respond. In addition, they are immediately available to start correcting all issues at City Well No. 4, at a cost not to exceed \$11,718 (inclusive of all parts, taxes, and labor and a 10% contingency). The total repair cost will be funded by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$11,718 for the repair of City Well No. 4; and
2. Direct the Finance Director to make payment to Valley Pump & Dairy Systems upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Valley Pump Repair Quote
2. City Well 4 Location Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

Valley Pump & Dairy Systems

2280 S."K" Street Tulare CA. 93274

Tel. 559.686.2000 Fax# 559.686.4180

Quote

Customer: City of Porterville - Well #4

Description: Install 20 hp submersible with new Pump & Motor . I nstall pump
set at 140'.

Need by: _____

Amount	Description	Each	Cost
1	20 hp Submersible Motor 480v		\$3,853.50
1	7t 4 stg. Pump End		\$3,655.90
1	Heat shrink splice kits		\$30
1	Miscellaneous		250.00
Sub Total			7,789.40
Tax			662.10
Labor			2,200.00
Total			\$10,651.50

Presented By: Nick Wilson

This Quote is good for 15 Days

Accepted By _____
Company: _____

City Well 4





CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Authorization to Repair City Well 6

SOURCE: Public Works

COMMENT: The City of Porterville's Well No. 6, located on the south side of W. Kanai Avenue, west of N. Palm Street, has experienced an operational failure. Well repairs at this site is challenging due to the underground vault and confined work space.

Securing the services of a pump repair company is challenging, especially during unprecedented drought conditions. Well pump repair companies have become overwhelmed with demand, therefore making it difficult to secure services for repairs. Three (3) bids for repairs were requested, one (1) well company responded with a bid for repairs; the two (2) remaining well companies were non-responsive. Bids were requested from the following local pump repair companies:

Company	Total	Availability
Valley Pump & Dairy Systems	\$ 29,578	Immediately
S.A. Camp Pump &Drilling Co.		Non-Responsive
Zim Industries		Non-Responsive

Valley Pump & Dairy Systems was the only bidder to respond. In addition, they are immediately available to start correcting all issues at City Well No. 6, at a cost not to exceed \$32,536 (inclusive of all parts, taxes, and labor and a 10% contingency). The total repair cost will be funded by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$32,536 for the repair of City Well No. 6; and
2. Direct the Finance Director to make payment to Valley Pump & Dairy Systems upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Valley Pump Repair Quote City Well 6
2. City Well 6 Location Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

Valley Pump & Dairy Systems

2280 S."K" Street Tulare CA. 93274

Tel. 559.686.2000 Fax# 559.686.4180

Quote

Customer: City of Porterville - Well #6

Description: Install 60 hp Submersible pump and motor in existing well with
Submersible sand seperator. Install with 40' extension and new
sub cable.

Need by: _____

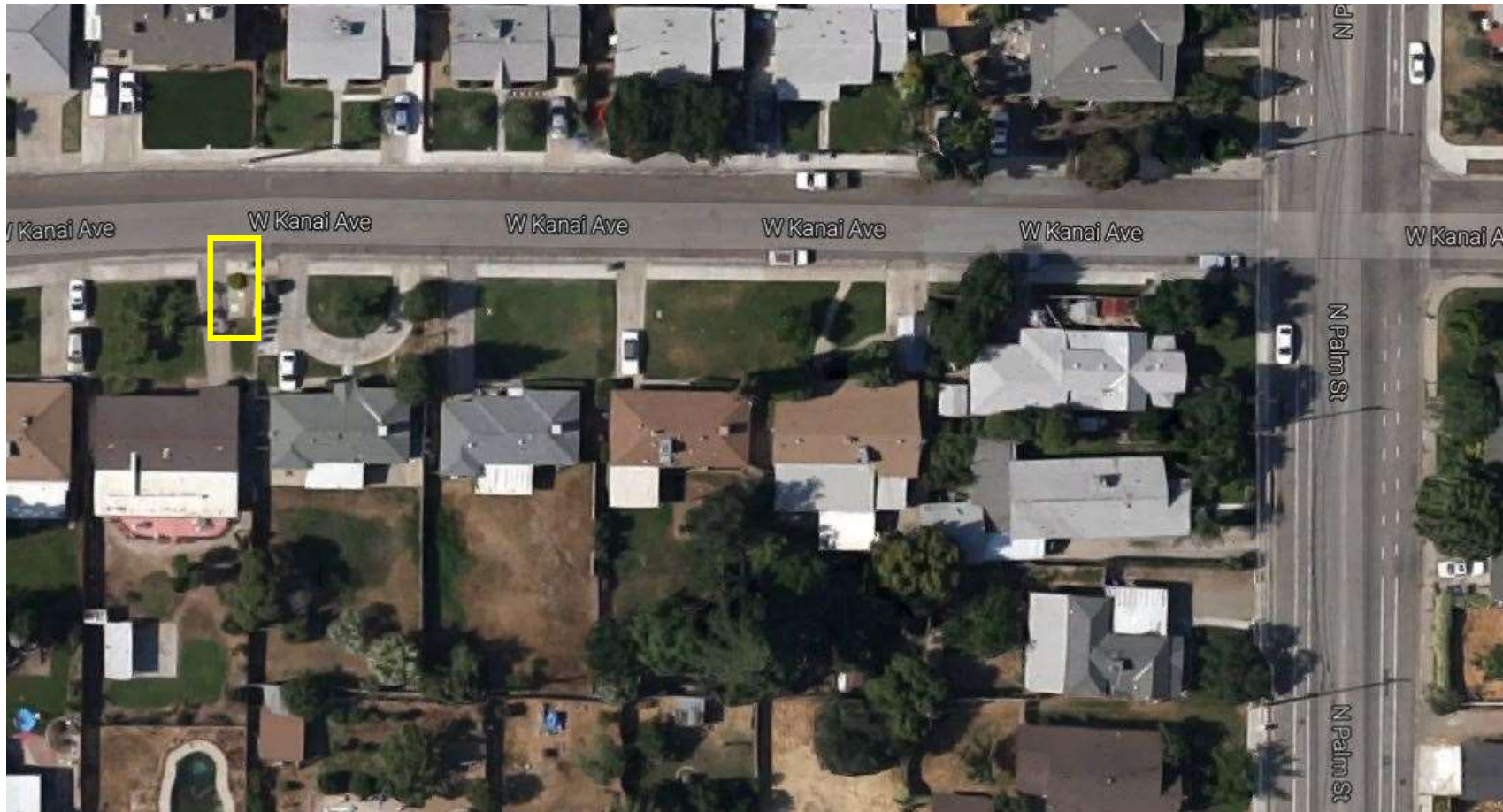
Amount	Description	Each	Cost
1	60 hp 480v Submersible motor		\$8,490.00
1	9 WALC 4 Stg. Pump End		\$6,110.00
1	PPS -325-G Pump Protection Carbon		\$4,280.00
1	PPS-G Submersible shell		\$1,840
270	4/3 Sub F/j Cable	\$ 6.50	2,535.00
40	6" Blk Pipe t&c	\$ 19.50	780.00
Sub Total			\$24,035.00
Tax 8.5%			2,042.98
Labor			\$3,500
Total			\$29,577.98

Presented By: Nick Wilson

This Quote is good for 15 Days

Accepted By _____
Company: _____

City Well 6





CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Acceptance of Project - Scranton Avenue Water Relocation Project

SOURCE: Public Works

COMMENT: Todd Companies has completed the Scranton Avenue Water Relocation Project per plans and specifications. The project consisted of extending the steel encasement under State Route 65 at Scranton Avenue, and installing a new 12-inch water pipe. The extension of the encasement was a requirement of the upcoming State Route 65 widening project.

Staff tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by City Council. On June 7, 2016 City Council authorized an expenditure of \$225,813.04 for construction, construction management, inspection services, construction surveying and quality control services for the Scranton Avenue Water Relocation Project. 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 \$ 200,656.40

2) Construction management, inspection, surveying and quality control costs are \$11,702.18

Total project construction costs equate to \$212,358.58, which is less than the \$225,813.04 overall budget approved by Council at time of award. Funding for the Scranton Avenue Water Relocation Project is through the Water Developer Fee Fund, approved by Council by MO #04-031516.

Todd Companies 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

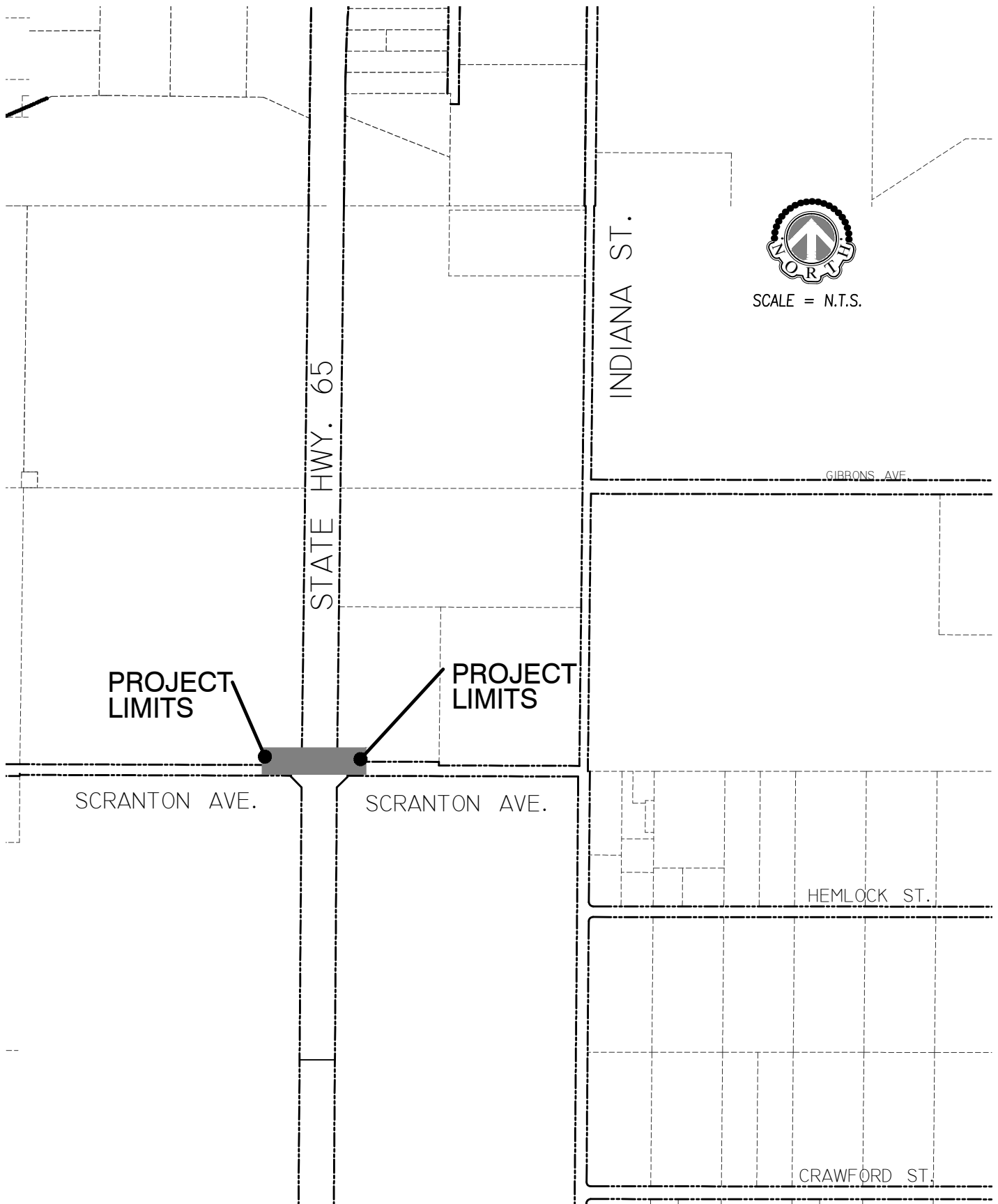
Appropriated/Funded: MB

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

SCRANTON AVENUE AND HIGHWAY 65 WATER MAIN RELOCATION PROJECT

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



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Acceptance of Project - Transit Maintenance & CNG Facility Expansion Project

SOURCE: Public Works

COMMENT: RJ Berry Jr, Inc., has completed the Transit Maintenance and CNG Expansion Project per plans and specifications. The project consisted of infilling and paving two existing ponds, installing a storm drainage system and water main for fire protection, installing twenty (20) new time-fill CNG dispenser locations, and constructing two pre-engineered canopies along with lighting and a photovoltaic system on top of said canopies.

Staff carefully tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by City Council. On March 17, 2015, City Council authorized an expenditure of \$2,331,415.55 for construction, construction management, surveying, quality control and inspection services for the Transit Maintenance and CNG Expansion Project. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management, inspection, quality control and construction surveying.

- 1) Final Construction cost is \$2,143,607.83
- 2) Construction management, inspection, quality and surveying costs are \$120,578.39

Total project construction costs equate to \$2,261,214.22, which is less than the \$2,331,412.25 overall budget approved by Council at time of award. Funding for the Transit Maintenance and CNG Expansion Project is by Federal Transit Administration Funds, Local Transportation Funds, Solid Waste Fund and Wastewater Treatment Facility Capital Reserve Fund.

RJ Berry Jr, Inc., 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 immediate release of final payment, provided no stop notices have been filed.

ATTACHMENTS: 1. Locator Map

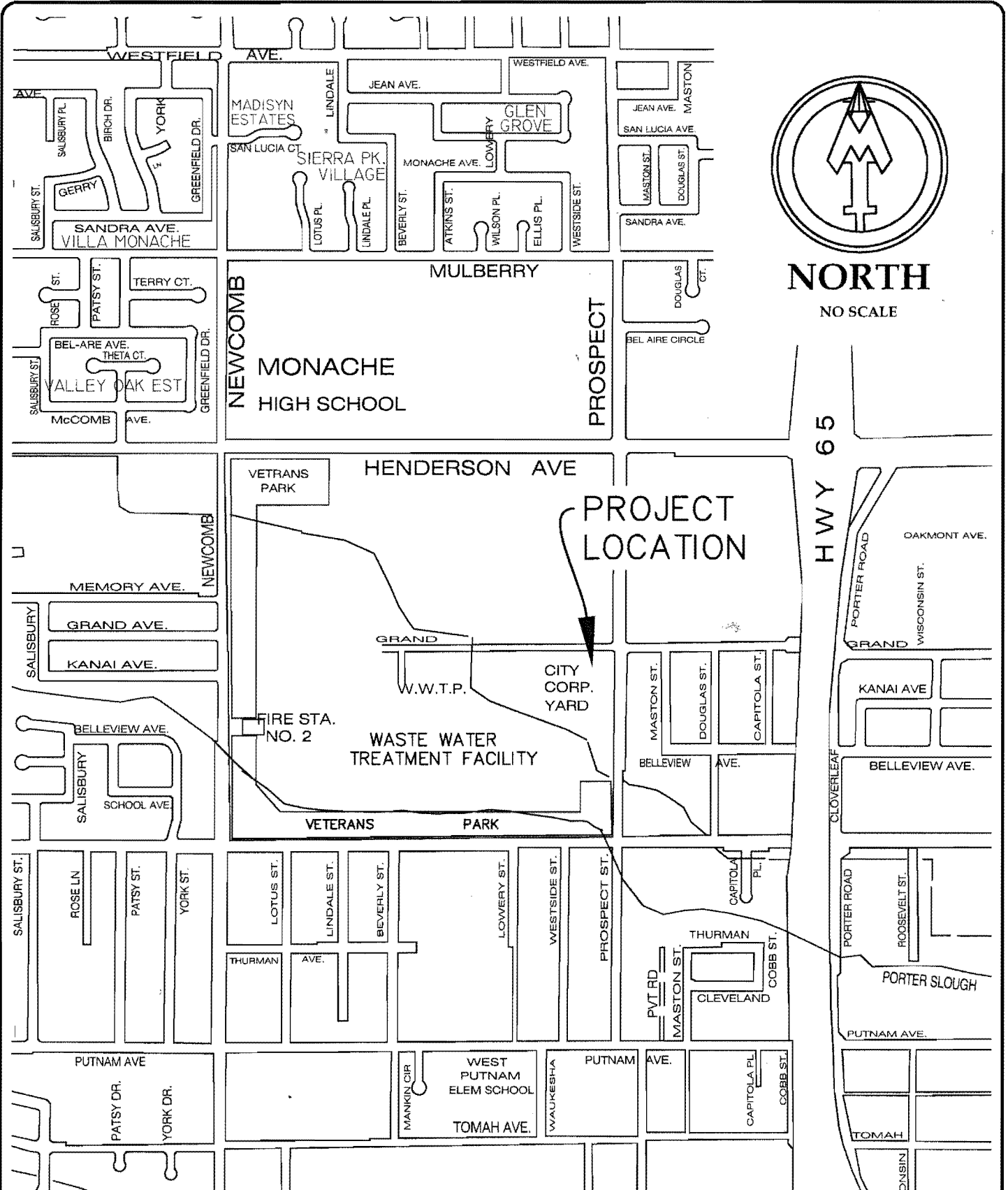
Appropriated/Funded: MB

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

Transit CNG Fueling Facility Expansion Project



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Interim Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order #10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the report.

In accordance with Council Minute Order #10-011607, the interim financial status reports for the second quarter ended December 31, 2016, are submitted.

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

ATTACHMENTS: 1. Interim financial status reports

Appropriated/Funded:

Review By:

Department Director:

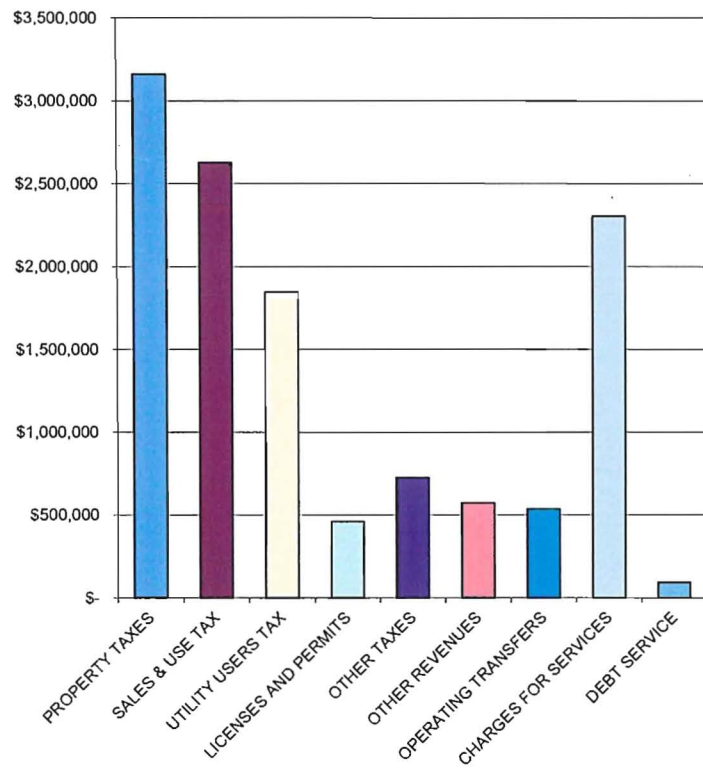
Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

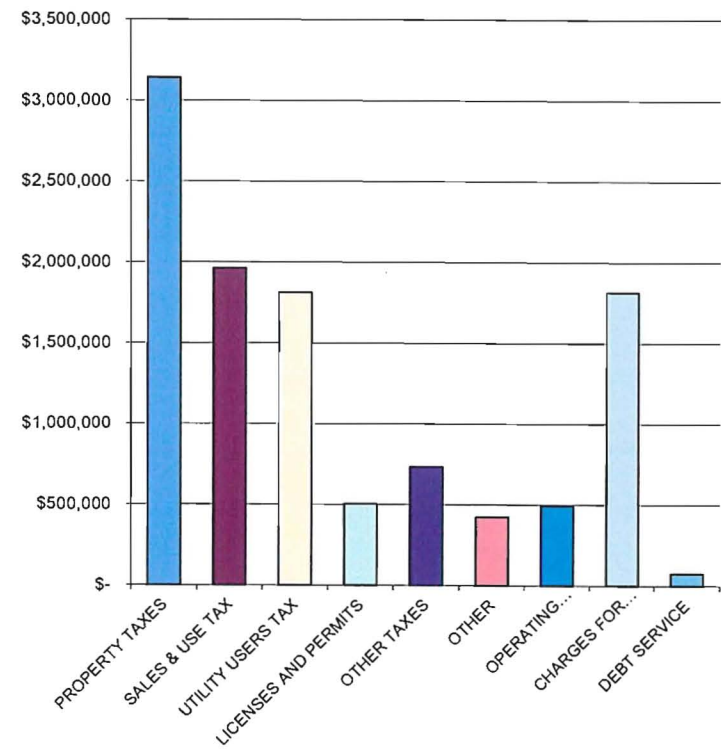
**REVENUE STATUS REPORT - GENERAL FUND
FOR THE SIX MONTHS ENDED
DECEMBER 31, 2016 AND DECEMBER 31, 2015**

REVENUE SOURCE	2016-2017 ESTIMATED REVENUE	2016-2017 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2015-2016 ESTIMATED REVENUE	2015-2016 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 5,990,000	\$ 3,161,365	52.78%	\$ 6,940,354	\$ 3,142,005	45.27%
OTHER TAXES:						
SALES AND USE TAX	5,850,109	2,533,079	43.30%	4,630,149	1,872,683	40.45%
UTILITY USERS TAX	4,000,000	1,845,014	46.13%	4,100,000	1,811,945	44.19%
TRANSIENT OCCUPANCY TAX	475,000	146,159	30.77%	370,000	134,795	36.43%
PROPERTY TRANSFER TAX	65,000	30,083	46.28%	60,000	31,680	52.80%
FRANCHISE TAX	1,551,134	549,343	35.42%	1,551,134	544,861	35.13%
SALES TAX - PUBLIC SAFETY	200,000	94,907	47.45%	200,000	90,443	45.22%
LICENSES AND PERMITS:						
BUSINESS LICENSES	457,600	228,471	49.93%	443,000	230,368	52.00%
CONSTRUCTION PERMITS	475,000	232,310	48.91%	385,000	274,073	71.19%
REVENUE FROM AGENCIES-TAXES:						
MOTOR VEHICLE IN-LIEU TAX	22,000			22,000	22,535	102.43%
OTHER TAXES	25,000			27,000		
REVENUE FROM AGENCIES-GRANTS	380,337	65,693	17.27%	57,920	78,637	135.77%
USE OF MONEY AND PROPERTY	440,506	291,412	66.15%	388,404	251,750	64.82%
FINES AND FORFEITURES	56,500	17,628	31.20%	71,500	25,422	35.56%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	80,000	67,885	84.86%	105,000	48,176	45.88%
POLICE	317,000	69,697	21.99%	400,000	67,938	16.98%
FIRE	45,000	36,126	80.28%	48,000	5,384	11.22%
LIBRARY	43,000	19,050	44.30%	42,000	23,749	56.54%
RECREATIONAL	2,370,734	932,316	39.33%	2,311,845	772,812	33.43%
INTERDEPARTMENTAL	1,700,000	1,173,908	69.05%	1,700,000	891,524	52.44%
OTHER	11,835	4,788	40.46%	11,818	6,118	51.77%
OTHER REVENUES	65,000	197,934	304.51%	70,000	68,281	97.54%
SUBTOTALS	\$ 24,620,755	\$ 11,697,169	47.51%	\$ 23,935,124	\$ 10,395,177	43.43%
OPERATING TRANSFERS	1,211,656	536,016	44.24%	1,211,144	493,548	40.75%
DEBT SERVICE TRANSFERS	201,670	92,526	45.88%	148,750	76,719	51.58%
TOTALS	\$ 26,034,081	\$ 12,325,711	47.34%	\$ 25,295,018	\$ 10,965,444	43.35%

CITY OF PORTERVILLE
GENERAL FUND REVENUES
Six Months Ended December 31, 2016



CITY OF PORTERVILLE
GENERAL FUND REVENUES
Six Months Ended December 31, 2015

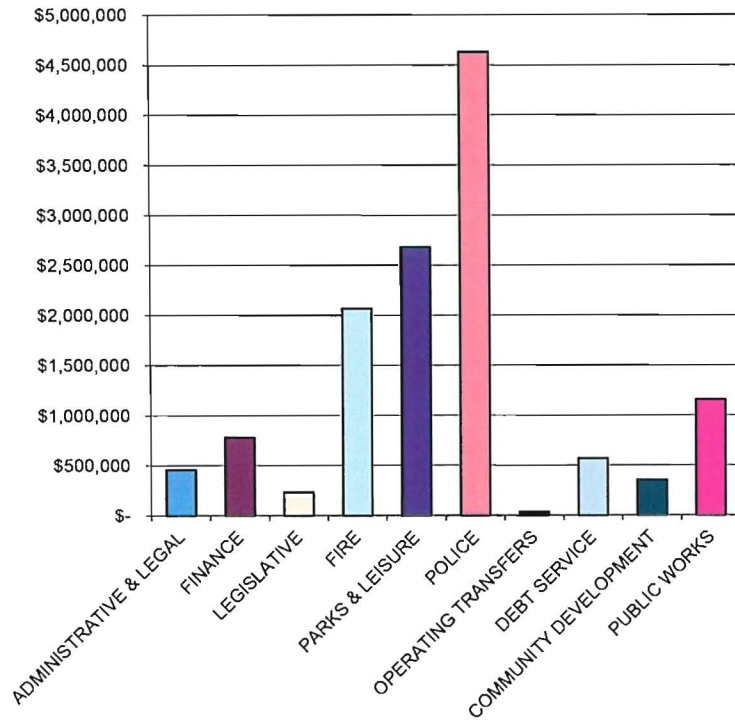


CITY OF PORTERVILLE

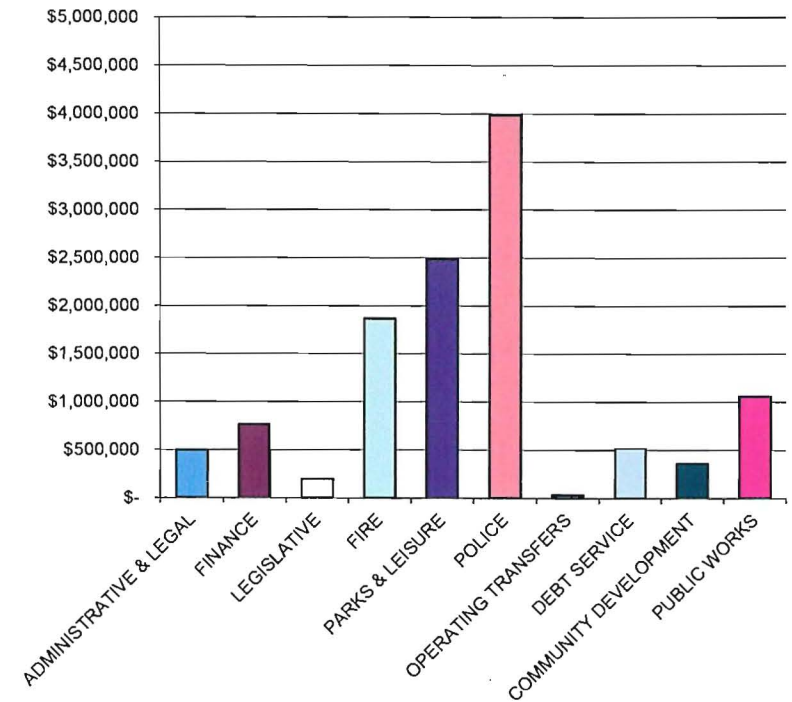
EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE SIX MONTHS ENDED
DECEMBER 31, 2016 AND DECEMBER 31, 2015

	2016-2017 AMENDED APPROP	2016-2017 YEAR-TO-DATE EXPEND	% OF APPROP	2015-2016 AMENDED APPROP	2015-2016 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 262,917	\$ 91,080	34.6%	\$ 285,917	\$ 74,760	26.1%
COMMUNITY PROMOTION	216,302	142,664	66.0%	216,208	120,450	55.7%
EMERGENCY OPERATIONS					3,040	
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	306,049	147,758	48.3%	283,570	136,287	48.1%
CITY CLERK	242,560	90,480	37.3%	172,713	94,468	54.7%
HUMAN RESOURCES	287,898	159,615	55.4%	274,629	147,912	53.9%
CITY ATTORNEY	225,000	59,634	26.5%	225,000	117,544	52.2%
FINANCE:						
FINANCE & ACCOUNTING	901,271	435,879	48.4%	832,330	409,669	49.2%
INFORMATION SERVICES	437,890	203,293	46.4%	414,758	205,864	49.6%
ADMINISTRATIVE SERVICES	374,974	139,217	37.1%	374,489	147,250	39.3%
POLICE PROTECTION	9,741,892	4,629,472	47.5%	9,168,415	3,983,721	43.5%
FIRE PROTECTION	4,039,522	2,067,420	51.2%	3,937,506	1,866,301	47.4%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	600,456	235,474	39.2%	534,132	253,037	47.4%
ECONOMIC DEVELOPMENT	349,147	116,108	33.3%	303,460	106,112	35.0%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,161,258	540,451	46.5%	1,056,102	455,422	43.1%
STREET MAINTENANCE	448,795	181,523	40.4%	429,945	170,087	39.6%
SIGNALS, SIGNING & STRIPING	381,647	177,719	46.6%	369,788	145,601	39.4%
STREET LIGHTING	507,578	206,032	40.6%	484,344	212,375	43.8%
STORM DRAINS	102,987	28,323	27.5%	93,119	56,028	60.2%
PARKING LOTS	47,442	20,772	43.8%	47,208	19,975	42.3%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	1,739,539	949,488	54.6%	1,833,585	852,506	46.5%
STREET TREES & PARKWAYS	179,146	75,456	42.1%	185,917	65,008	35.0%
COMMUNITY CENTERS	223,208	122,143	54.7%	225,162	107,902	47.9%
LEISURE SERVICES	276,013	146,662	53.1%	235,622	139,652	59.3%
LEISURE SERVICES - SPECIAL PROG	2,175,443	954,139	43.9%	2,139,598	883,015	41.3%
SWIMMING POOL	147,833	84,613	57.2%	157,119	77,167	49.1%
LIBRARY OPERATIONS	786,435	340,269	43.3%	763,200	349,148	45.7%
SPECIAL PROJECTS	24,519	7,970	32.5%	24,519	10,495	42.8%
SUB TOTALS	26,187,721	\$ 12,353,652	47.2%	25,068,355	\$ 11,210,794	44.7%
OPERATING TRANSFERS	79,000	34,500	43.7%	79,000	34,500	43.7%
DEBT SERVICE	1,504,666	567,358	37.7%	1,149,297	521,906	45.4%
	<u>\$ 27,771,387</u>	<u>\$ 12,955,509</u>	46.7%	<u>\$ 26,296,652</u>	<u>\$ 11,767,199</u>	44.7%

**CITY OF PORTERVILLE
GENERAL FUND EXPENDITURES
Six Months Ended December 31, 2016**



**CITY OF PORTERVILLE
GENERAL FUND EXPENDITURES
Six Months Ended December 31, 2015**

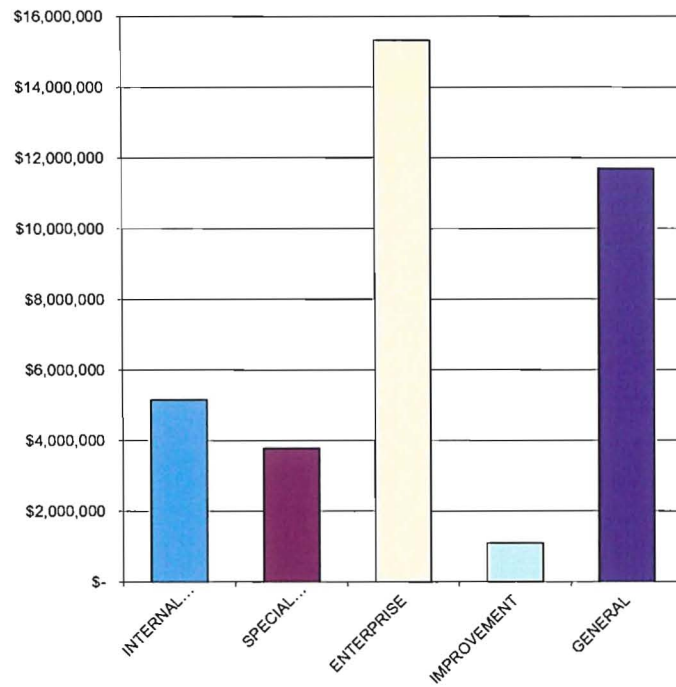


CITY OF PORTERVILLE

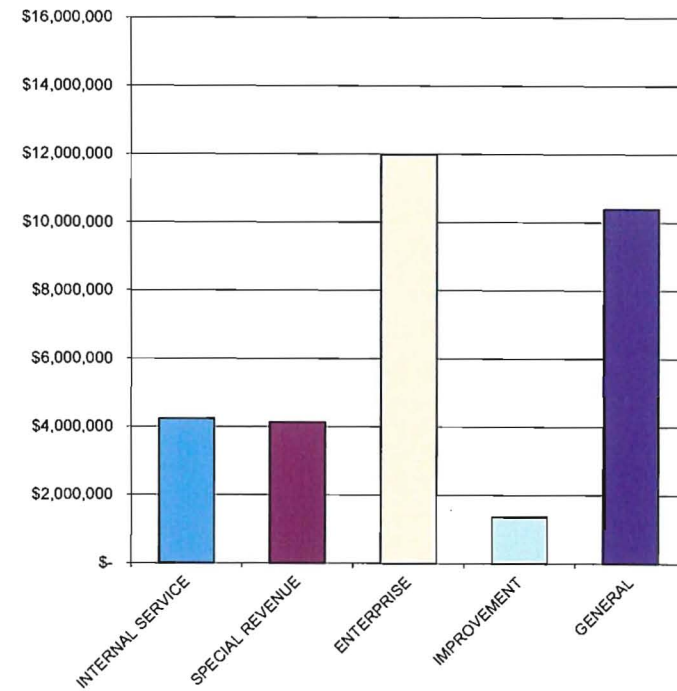
REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE SIX MONTHS ENDED
DECEMBER 31, 2016 AND DECEMBER 31, 2015

REVENUE SOURCE	2016-2017 ESTIMATED REVENUE	2016-2017 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2015-2016 ESTIMATED REVENUE	2015-2016 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,517,446	\$ 1,584,265	45.0%	\$ 3,363,626	\$ 1,498,324	44.5%
SPECIAL GAS TAX	2,449,118	1,099,402	44.9%	1,964,902	1,185,804	60.3%
LOCAL TRANSPORTATION FUNDS (LTF)	4,150,000	605,581	14.6%	2,614,818	507,417	19.4%
TRAFFIC SAFETY FUND	165,500	91,096	55.0%	200,200	62,484	31.2%
ZALUD ESTATE	5,800	6,371	109.8%	6,000	2,998	50.0%
COMMUNITY DEVELOPMENT BLOCK GRANT	800,525	7,756	1.0%	1,229,197	391,321	31.8%
TRANSIT	18,853,152	1,019,355	5.4%	9,094,650	1,538,123	16.9%
SPECIAL SAFETY GRANTS	215,870	121,084	56.1%	259,649	172,248	66.3%
SEWER OPERATING	6,864,596	3,579,516	52.1%	6,859,876	3,412,699	49.7%
REFUSE REMOVAL	5,900,000	2,933,616	49.7%	5,763,000	2,863,494	49.7%
AIRPORT OPERATIONS	1,420,700	1,802,694	126.9%	1,510,191	960,388	63.6%
GOLF COURSE	195,000	86,221	44.2%	194,100	94,679	48.8%
WATER OPERATING	5,677,980	5,897,407	103.9%	5,650,993	3,114,085	55.1%
RISK MANAGEMENT	6,342,698	3,341,000	52.7%	5,647,366	2,671,246	47.3%
EQUIPMENT MAINTENANCE	3,110,000	1,813,547	58.3%	3,152,500	1,560,345	49.5%
LANDSCAPE MAINTENANCE DISTRICT	92,500	39,652	42.9%	95,500	40,192	42.1%
WATER REPLACEMENT	3,324,276	232,635	7.0%	4,546,196	301,163	6.6%
SOLID WASTE RESERVE	2,248,548	451,908	20.1%	1,862,682	310,636	16.7%
SEWER REVOLVING	305,426	164,692	53.9%	278,218	192,095	69.0%
TRANSPORTATION DEVELOPMENT	160,000	151,368	94.6%	105,000	160,291	152.7%
PARK DEVELOPMENT	50,050	17,422	34.8%	45,050	23,467	52.1%
TREATMENT PLANT RESERVE	585,364	244,849	41.8%	578,088	555,354	96.1%
STORM DRAIN DEVELOPMENT	115,000	58,447	50.8%	120,000	84,682	70.6%
BUILDING CONSTRUCTION	8,500	2,857	33.6%	4,000	5,325	133.1%
TOTALS	\$ 66,558,049	\$ 25,352,742	38.1%	\$ 55,145,802	\$ 21,708,856	39.4%

**CITY OF PORTERVILLE
REVENUE BY FUND TYPE
Six Months Ended December 31, 2016**



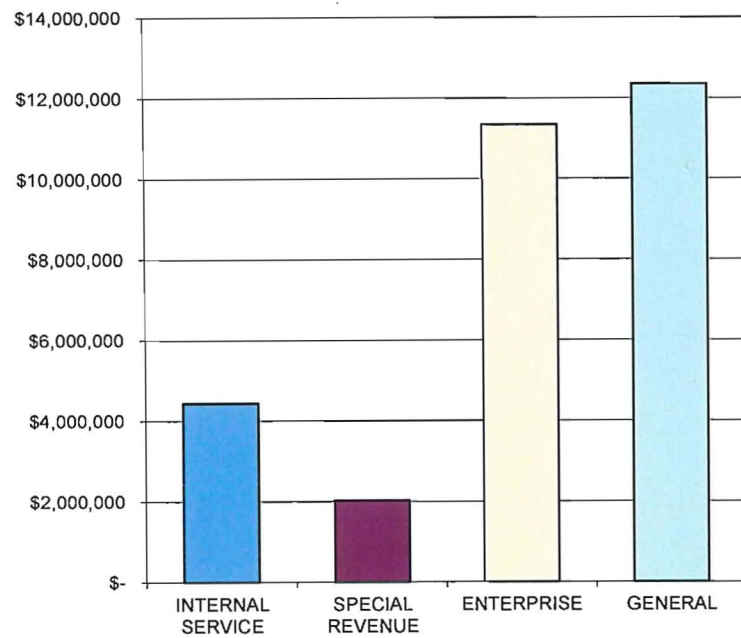
**CITY OF PORTERVILLE
REVENUE BY FUND TYPE
Six Months Ended December 31, 2015**



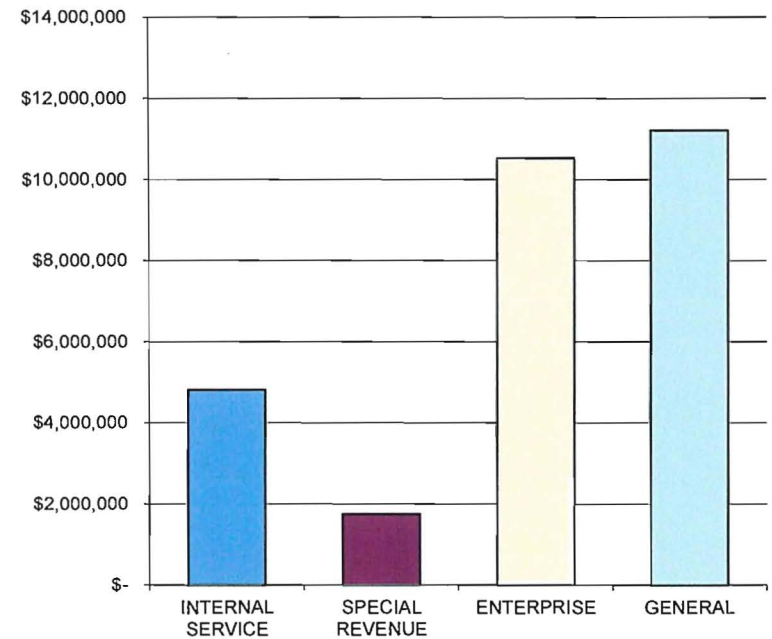
CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE SIX MONTHS ENDED
DECEMBER 31, 2016 AND DECEMBER 31, 2015

	2016-2017 AMENDED APPROP	2016-2017 YEAR-TO-DATE EXPEND	% OF APPROP	2015-2016 AMENDED APPROP	2015-2016 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 3,686,114	\$ 1,677,155	45.5%	\$ 3,330,005	\$ 1,441,351	43.3%
ZALUD ESTATE	22,255	10,724	48.2%	22,855	14,222	62.2%
COMMUNITY DEVELOPMENT BLOCK GRANT	1,224,602	67,714	5.5%	512,426	78,355	15.3%
TRANSIT	12,331,857	1,835,080	14.9%	4,259,383	1,797,011	42.2%
SPECIAL SAFETY GRANTS	423,799	214,859	50.7%	552,267	170,156	30.8%
SEWER OPERATING	6,501,442	2,826,178	43.5%	6,350,624	2,781,371	43.8%
REFUSE REMOVAL	6,206,240	2,873,221	46.3%	5,749,861	2,602,863	45.3%
AIRPORT	1,374,616	848,526	61.7%	1,356,910	753,598	55.5%
GOLF COURSE	380,775	211,538	55.6%	362,646	176,751	48.7%
WATER OPERATING	4,969,717	2,740,608	55.1%	4,807,453	2,400,378	49.9%
RISK MANAGEMENT	6,075,995	2,981,954	49.1%	6,450,144	3,459,190	53.6%
EQUIPMENT MAINTENANCE	3,116,140	1,450,869	46.6%	3,147,075	1,349,639	42.9%
LANDSCAPE MAINTENANCE DISTRICT	174,405	66,420	38.1%	173,255	55,321	31.9%
TOTALS	\$ <u>46,487,957</u>	\$ <u>17,804,846</u>	38.3%	\$ <u>37,074,904</u>	\$ <u>17,080,205</u>	46.1%

**CITY OF PORTERVILLE
EXPENDITURES BY FUND TYPE
Six Months Ended December 31, 2016**



**CITY OF PORTERVILLE
EXPENDITURES BY FUND TYPE
Six Months Ended December 31, 2015**



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Six Months Ended December 31, 2016 and December 31, 2015

	<u>FY 2016-17</u>	<u>FY 2015-16</u>
REVENUES		
Sales Tax - Measure H	\$ 1,581,015	1,492,354
Interest	1,540	4,845
Police Services	709	1,125
Contributions	1,000	-
TOTAL REVENUES	<u>1,584,265</u>	<u>1,498,324</u>
EXPENDITURES		
Police Department	802,053	760,430
Fire Department	653,250	486,589
Public Safety Station	15,986	-
Library & Literacy	205,866	194,332
TOTAL EXPENDITURES	<u>1,677,155</u>	<u>1,441,351</u>
CAPITAL PROJECTS		
Public Safety Station	-	820,860
Library Literacy Center	6,122	-
TOTAL CAPITAL PROJECTS	<u>6,122</u>	<u>820,860</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>(99,012)</u>	\$ <u>(763,886)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Six Months Ended December 31, 2016 and December 31, 2015

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>12/31/2016 NET OPERATING PROFIT (LOSS)</u>	<u>12/31/2015 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 6,371	\$ (10,724)	\$ (4,353)	\$ (11,224)
Transit	1,019,355	(1,835,080)	\$ (815,725)	(258,889)
Sewer Operating	3,579,516	(2,826,178)	753,338	631,328
Solid Waste	2,933,616	(2,873,221)	60,395	260,630
Airport	1,802,694	(848,526)	954,168	206,789
Golf	86,221	(211,538)	(125,317)	(82,072)
Water Operating	5,897,407	(2,740,608)	3,156,800	713,707



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Quarterly Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of December 31, 2016, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly Portfolio Summary report.

ATTACHMENTS: 1. Quarterly Portfolio Summary

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF DECEMBER 31, 2016

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	11,418,859	\$ 11,418,859	0.680%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	6,595,033	6,706,805	1.430%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	8,814,189	8,814,189	1.330%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	1,093,437	1,093,437	4.000%	1/15/2015	7/15/2039	8,231
313382FP3	FEDERAL HOME LOAN BANKS	997,500	997,410	1.000%	3/20/2013	3/20/2018	444
313388G21	FEDERAL HOME LOAN BANKS	1,000,000	993,140	1.200%	6/20/2013	6/20/2018	536
3133EGKA2	FEDERAL FARM CREDIT BANK	1,000,000	958,990	1.500%	6/29/2016	7/6/2021	1,648
3130A9VY4	FEDERAL HOME LOAN BANKS	1,000,000	978,050	1.650%	11/23/2016	11/23/2021	1,788
3133EG2E4	FEDERAL FARM CREDIT BANK	1,000,000	1,000,000	2.440%	12/27/2016	12/27/2021	1,822
4812VUL2	JP MORGAN CHASE BANK NA	1,000,000	997,670	1.000%	4/27/2012	4/27/2017	117
4042K1U68	HSBC USA INC	1,000,000	997,250	2.200%	7/5/2012	7/5/2017	186
89233P6S0	TOYOTA MOTORS CRD CORP	1,000,000	999,870	1.250%	3/13/2013	10/5/2017	278
24422ESW0	JOHN DEERE CAP CORP	1,000,000	997,020	2.050%	3/10/2015	3/10/2020	1,165
38148TMC0	GOLDMAN SACHS GROUP INC	1,000,000	965,510	2.000%	4/29/2016	4/29/2021	1,580
46625HQJ2	JP MORGAN CHASE & CO NOTE	1,000,000	996,860	2.550%	12/28/2016	3/1/2021	1,521
00206RBM3	AT&T INC	1,004,830	997,800	1.400%	1/22/2013	12/1/2017	335
94974BFG0	WELLS FARGO CO	1,006,910	998,800	1.500%	1/22/2013	1/16/2018	381
33764JRP2	CERTIFICATE OF DEPOSIT	240,000	240,084	1.100%	1/25/2013	1/25/2017	25
17284A2U1	CERTIFICATE OF DEPOSIT	240,000	240,941	1.500%	7/18/2012	7/18/2017	199
795450PA7	CERTIFICATE OF DEPOSIT	240,000	241,495	1.700%	8/22/2012	8/22/2017	234
36160NS83	CERTIFICATE OF DEPOSIT	245,000	248,161	2.000%	5/23/2014	5/23/2019	873
48126XFX8	CERTIFICATE OF DEPOSIT	200,000	194,926	1.700%	9/30/2016	9/30/2021	1,734
06740KFX0	CERTIFICATE OF DEPOSIT	247,000	247,151	1.900%	1/19/2012	1/19/2017	19
856284C77	CERTIFICATE OF DEPOSIT	247,000	247,259	2.050%	1/27/2012	1/27/2017	27
02587CAF7	CERTIFICATE OF DEPOSIT	246,383	250,196	1.950%	7/17/2014	7/17/2019	928
74267GUQ8	CERTIFICATE OF DEPOSIT	247,000	250,191	2.000%	7/22/2014	7/22/2019	933
29266NB30	CERTIFICATE OF DEPOSIT	247,000	250,569	2.050%	8/28/2014	8/28/2019	970
254672NN4	CERTIFICATE OF DEPOSIT	247,000	249,719	2.000%	5/13/2015	5/13/2020	1,229
20033AKP0	CERTIFICATE OF DEPOSIT	249,000	251,296	1.900%	5/26/2015	5/26/2020	1,242
140420RT9	CERTIFICATE OF DEPOSIT	247,380	250,244	1.850%	6/3/2015	6/3/2020	1,250
46147UQL7	CERTIFICATE OF DEPOSIT	248,378	250,778	1.900%	6/17/2015	6/17/2020	1,264
981571BN1	CERTIFICATE OF DEPOSIT	200,000	202,062	2.300%	6/25/2015	6/25/2020	1,272
29976DYV6	CERTIFICATE OF DEPOSIT	246,382	249,117	1.950%	6/30/2015	6/30/2020	1,277
14042E4P2	CERTIFICATE OF DEPOSIT	246,000	250,128	2.300%	7/15/2015	7/15/2020	1,292
31938QN26	CERTIFICATE OF DEPOSIT	247,000	249,880	2.050%	7/17/2015	7/17/2020	1,294
58403BY67	CERTIFICATE OF DEPOSIT	247,000	251,197	2.250%	7/27/2015	7/27/2020	1,304
05580ACW2	CERTIFICATE OF DEPOSIT	247,000	251,372	2.200%	9/22/2015	9/18/2020	1,357
02587DL30	CERTIFICATE OF DEPOSIT	246,000	249,515	2.300%	12/23/2015	12/23/2020	1,453
9497486Z5	CERTIFICATE OF DEPOSIT	249,000	243,293	1.600%	8/3/2016	8/3/2021	1,676
06062QXG4	CERTIFICATE OF DEPOSIT	247,000	244,535	1.850%	11/23/2016	11/23/2021	1,788
1192	CERTIFICATE OF DEPOSIT	99,000	99,000	1.490%	9/18/2012	9/18/2017	261
1195	CERTIFICATE OF DEPOSIT	99,000	99,000	1.350%	11/5/2012	11/5/2017	309
1198	CERTIFICATE OF DEPOSIT	99,000	99,000	1.250%	1/9/2013	1/9/2018	374
1199	CERTIFICATE OF DEPOSIT	150,000	150,000	1.250%	2/14/2013	2/14/2018	410
1200	CERTIFICATE OF DEPOSIT	99,000	99,000	1.580%	2/26/2013	2/26/2018	422
1204	CERTIFICATE OF DEPOSIT	250,000	250,000	1.500%	4/9/2013	4/9/2018	464
1208	CERTIFICATE OF DEPOSIT	122,408	122,408	1.100%	5/9/2013	5/9/2018	494
1209	CERTIFICATE OF DEPOSIT	99,000	99,000	1.050%	5/16/2013	5/16/2018	501
1224	CERTIFICATE OF DEPOSIT	250,000	250,000	1.950%	10/14/2013	10/14/2018	652
1228	CERTIFICATE OF DEPOSIT	250,000	250,000	1.850%	10/30/2013	10/30/2018	668
1239	CERTIFICATE OF DEPOSIT	250,000	250,000	1.000%	10/2/2013	10/2/2017	275
1248	CERTIFICATE OF DEPOSIT	100,002	100,002	1.260%	5/8/2015	5/8/2018	493
1254	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	9/8/2014	9/8/2019	981
1260	CERTIFICATE OF DEPOSIT	250,000	250,000	1.840%	4/4/2012	4/4/2017	94
1262	CERTIFICATE OF DEPOSIT	250,000	250,000	1.440%	9/5/2012	9/5/2017	248
1262	CERTIFICATE OF DEPOSIT	250,000	250,000	1.540%	12/12/2012	12/12/2017	346
1263	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	2/1/2013	3/1/2017	60
1264	CERTIFICATE OF DEPOSIT	100,000	100,000	1.300%	1/28/2013	1/28/2018	393
1265	CERTIFICATE OF DEPOSIT	100,000	100,000	1.300%	1/30/2013	1/30/2018	395
1266	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	5/8/2013	5/8/2018	493
1280	CERTIFICATE OF DEPOSIT	250,000	250,000	1.300%	5/21/2013	5/21/2018	506

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	1.390%	5/14/2013	5/14/2018	499
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	1.300%	6/21/2013	6/21/2018	537
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	5/9/2013	5/8/2018	493
1284	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	4/23/2013	4/23/2018	478
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	1.500%	4/29/2013	4/29/2018	484
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	1.600%	6/25/2013	6/25/2018	541
1287	CERTIFICATE OF DEPOSIT	250,000	250,000	1.600%	7/19/2013	7/19/2018	565
1288	CERTIFICATE OF DEPOSIT	250,000	250,000	1.590%	7/24/2013	7/24/2018	570
1289	CERTIFICATE OF DEPOSIT	263,990	263,990	1.980%	9/18/2013	9/18/2018	626
1290	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	10/11/2013	10/11/2018	649
1291	CERTIFICATE OF DEPOSIT	250,000	250,000	2.250%	2/7/2014	2/7/2019	768
1292	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	7/31/2014	7/31/2019	942
1293	CERTIFICATE OF DEPOSIT	250,000	250,000	1.940%	7/18/2014	7/18/2019	929
1294	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/3/2015	4/3/2020	1,189
1295	CERTIFICATE OF DEPOSIT	250,000	250,000	2.084%	4/20/2015	4/20/2020	1,206
1296	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/8/2015	5/8/2020	1,224
1297	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/14/2015	5/14/2020	1,230
1298	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	11/4/2015	11/4/2020	1,404
1299	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/30/2015	3/30/2020	1,185
1300	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	12/8/2015	12/8/2020	1,438
1301	CERTIFICATE OF DEPOSIT	250,000	250,000	2.080%	2/4/2016	2/4/2021	1,496
1302	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	1/11/2016	1/11/2021	1,472
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	4/19/2016	4/19/2021	1,570
1304	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/19/2016	5/19/2021	1,600
	CERTIFICATE OF DEPOSIT	249,000	249,000	1.935%	10/26/2016	10/26/2021	1,760
1305	CERTIFICATE OF DEPOSIT	249,000	249,000	1.900%	12/20/2016	12/20/2021	1,815
TOTALS		\$ 56,826,680	\$ 56,845,169				
WEIGHTED AVERAGE RATE OF EARNINGS				% OF LIQUID		WEIGHTED	
ONE YEAR HISTORY				CURRENT	PORTFOLIO	AVERAGE	
12/31/2015	3/31/2016	6/30/2016	9/30/2016	12/31/2016	HOLDINGS	DAYS TO	
1.428%	1.484%	1.490%	1.487%	1.470%	47.210%	MATURITY	
						621	

Comments:

Portfolio holdings as of December 31, 2016, are in compliance with the current Investment Policy. With 47.210% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the third calendar quarter ending March 31, 2017, and will be presented during the May 2, 2017 Council meeting.



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Approval for Community Civic Event - Porterville Breakfast Rotary - Cancer Center Run - May 6, 2017

SOURCE: Finance

COMMENT: Porterville Breakfast Rotary is requesting approval to hold their annual 5K Cancer Center Run on Saturday, May 6, 2017, from 6:00 a.m. to 11 a.m. The 5K run will start at Tulsa Street and Putnam Avenue, head south to Olive Avenue, turn west on Olive Avenue, turn north on Crestview Street, then east on Morton Avenue, turn south on Conner Street, and turn east on Putnam to finish at Tulsa Street. No street closures are requested.

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 and Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from Porterville Breakfast Rotary, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: Patrice Hildreth, Administrative Services Dir

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: 1/23/17 Event date: 5/6/17
Event time: 8:00 Am
Name of Event: Porterville Breakfast Rotary Cancer Center
Rnw
Sponsoring organization: Porterville Breakfast Rotary Phone #
Address:
Authorized representative: Robert Keelley Phone #
Address:
Event chairperson: Jenni Byers Phone # 782-7460
Location of event Granite Hills High School
(Location map must be attached)
Type of event: 5k Rnw/walk

Non-profit organization status: BL# 004608
(IRS Determination)

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

Parks facility application required: Yes _____ No X Attached _____
Assembly permit required: Yes _____ No X Attached _____

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

<u>Appr.</u>	<u>Deny</u>	
_____	_____	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)*

JB 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.**

JB 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.

JB 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.

JB 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.

JB 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.

<u>Porterville Breakfast Rotary</u>	<u>J. Boyer</u>	<u>1/23/17</u>
(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: Porterville Breakfast Rotary Cancer Center 5k run/walk

Sponsoring organization: Porterville Breakfast Rotary

Location: Granite Hills High School Event date: 5/6/17 Event time: 6am-11am

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.**

[illegible]

***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.

CITY OF PORTERVILLE

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

Name of event: Porterville Breakfast Rotary Cancer Center 5k run/walk

Sponsoring organization: Porterville Breakfast Rotary

Event date: 5/6/17 Hours: 6am to 11am

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

[illegible]

Requirements for Community Civic Event

Porterville Breakfast Rotary

Cancer Center Run

May 6, 2017

Finance Director:

M. Bemis

Assistant City Engineer:

J. Sanchez

No comments.

Community Development Manager:

J. Phillips

Field Services Manager, Acting:

M. Knight

Battalion Chief of Operations:

G. Hall

Parks and Leisure Services Director:

D. Moore

No comments.

Police Lieutenant:

C. Contreras

See Conditions/Requirements for
Special Event in Exhibit B.

Administrative Services Director:

P. Hildreth

See attached Exhibit A, page 2.
Risk Management requires that all
participants sign waiver releasing the
City of all liability. Minor participants
must have parent/legal guardian sign.
Risk Management to approve waiver
language.

Requirements for Community Civic Event

Sponsor: Porterville Breakfast Rotary
Event: Cancer Center Run
Event Chairman: Jenni Byers
Location: Granite Hills High School
Date of Event: May 6, 2017
Time of Event: 8:00 a.m. to 11:00 a.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Breakfast Rotary 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.

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.

PORTERVILLE POLICE DEPARTMENT

Conditions/Requirements for Special Event

Porterville Breakfast Rotary Cancer Run May 6th, 2017

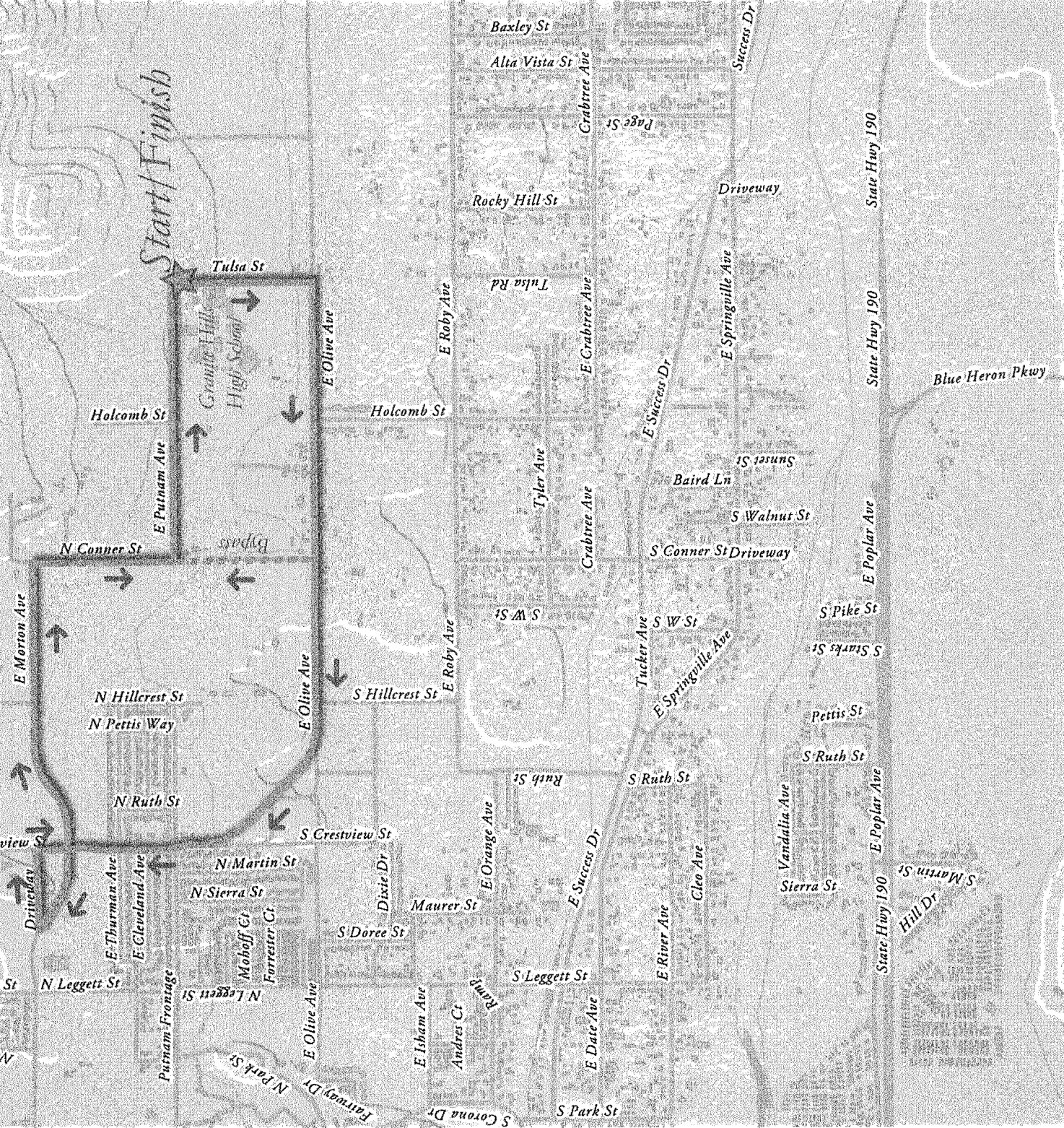
- ▶ Aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ Participants should be directed to stay to the side of the roadway and not disrupt the normal flow of traffic.
- ▶ Event organizers should contact the Police Dept. (Special Events Coordinator) to obtain police support and/or assistance, with the goal of ensuring a safe event. Please contact Sergeant Carl Jordan at 782-7408 if you have any questions or require further assistance.

Chris Contreras, Lieutenant
Porterville Police Department

Exhibit B

REPORT

Cancer Center Run/Walk



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:

Address on Record

Jenni Byers

2 Address where amplification equipment is to be used:

Granite Hills High School
1701 E. Putnam

3 Names and addresses of all persons who will use or operate the amplification equipment:

4 Type of event for which amplification equipment will be used:

5K Run/Walk

5 Dates and hours of operation of amplification equipment:

May 6, 2017 6am to 11am

6 A general description of the sound amplifying equipment to be used:

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 § 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.

J Byers
Signature of Applicant

1/23/17
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

1-27-17
Date



CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)
1/23/2017

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 LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies
	PHONE (A/C, No, Ext): 1-800-921-3172 FAX (A/C, No): 1-312-681-6769
	E-MAIL ADDRESS: rotary@lockton.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lexington Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES ROTINO1 **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 ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			015375594	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			015375594	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N Main Street, Porterville, CA 93257 RE: Porterville Breakfast Rotary Cancer Center 5K Run/Walk Date of Event: May, 6 2017	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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ENDORSEMENT # 028

This endorsement, effective 12:01 AM 07/01/2016

Forms a part of policy no.: 015375594

Issued to: US ROTARY CLUB & DISTRICTS
C/O ROTARY INTERNATIONAL

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Porterville
Successor Agency to the Porterville Redevelopment Agency
291 N Main Street,
Porterville, CA 93257

RE: Porterville Breakfast Rotary Cancer Center 5K Run/Walk Date of Event: May, 6 2017

AS REQUIRED BY WRITTEN CONTRACT - PROVIDED SUCH WAS EXECUTED
PRIOR TO THE DATE OF LOSS AND ON FILE WITH LOCKTON COMPANIES
THIS ENDORSEMENT IS ONLY VALID WHEN ADDITIONAL INSURED
INFORMATION IS COMPLETE INCLUDING NAME AND ADDRESS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Request for Proclamation - 100th Anniversary of the Alta Mira Chapter National Society Daughters of the American Revolution (NSDAR).

SOURCE: Administrative Services

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

The Alta Mira Chapter NSDAR has requested that the Council consider the approval of a proclamation to recognize the 100th anniversary of the Chapter. Council Member Hamilton is sponsoring this proclamation request. If approved, the proclamation will be picked up for an event on February 18, 2017.

RECOMMENDATION: That the City Council consider approval of the request to issue a proclamation recognizing the 100th anniversary of the Alta Mira Chapter NSDAR.

ATTACHMENTS: 1. Request for Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

JAN 27 2017

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 1/26/2017

Name of Event/Individual: Centennial for Alta Mira NSDAR
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 Springville CA 93265
H. C.

Phone: 539-6019, 783-3265 FAX: _____

E-mail: paholly@csnet.net

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

Date(s) of Event: ~~2/2~~ 2/18/2017

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: 1/27/16 Sponsored by: Hanilton Date: 1/30/17

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

PROCLAMATION REQUEST CITY OF PORTERVILLE

WHO: Alta Mira Chapter, National Society Daughters of the American Revolution (NSDAR)

WHY: Recognition of 100 years of service to Tulare County and communities in the areas of historic preservation, education, patriotism, support of our armed forces and veterans.

Consistent activities throughout the years include:

- researching and placing historic markers,
- annually sponsoring Community Flag Day
- annually organizing Bells Across America program to celebrate Constitution Week
- annually providing students in 5th through 12th grades opportunities to enter historical essay contests
- annually awarding outstanding seniors as DAR Good Citizens,
- annually participating in the Butterfield Stage Day, over 1400 4th graders get a taste of the history of this area
- annually supporting our troops overseas and our veterans at home; latest effort to recognize Vietnam era veterans for their service by presenting them with certificates and lapel pins from the Defense Department
- annually participating in Veterans Day observances, Memorial Day activities, and other commemorative events
- annually presenting two community service awards to deserving citizens

WHEN: Alta Mira Chapter was organized in Lindsay, California, on February 24, 1917.

WHERE: A Centennial Celebration will take place at River Island Country Club on Saturday, February 18, 2017, program beginning at 11:00 A.M., lunch at noon.

**City of Porterville
Proclamation Draft**

Whereas: The Daughters of the American Revolution was founded in 1890 and incorporated by an act of Congress to promote historic preservation, education, and patriotism; and

Whereas: Mrs. Viola Frisbee, a member of the D.A.R. moved to Lindsay and began promoting the establishment of a Chapter in this area; and

Whereas: On November 25, 1916, a meeting, of the now 12 member organization, was held and on February 17, 1917, the Charter was issued; and

Whereas: These ladies named their chapter Alta Mira to reflect the long view of the Sierra Nevada Mountain Range; and

Whereas: For the past **100 years** this organization has worked to carry out the National Society's mission of **historic preservation**, including the establishment of a genealogy room at the Lindsay Library and the marking of historic sites; and

Whereas: For the past 100 years this organization has worked to carry out the objective of **education** by promoting patriotic, research, and writing activities for students; and

Whereas: For the past 100 years this organization has consistently promoted the objective of **patriotism** by sponsoring special community programs for commemorative events and veterans, and by recognizing outstanding volunteers with Community Service Awards.

Now, Therefore, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council do hereby recognize the

**100th ANNIVERSARY
OF THE
ALTA MIRA CHAPTER NSDAR**

Proclaimed this



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Annexation 481 - Seventh Day Adventist Church at Linda Vista Avenue and State Route 65

SOURCE: Community Development

COMMENT: In November 2016, representatives of the Seventh Day Adventist Church requested annexation in order to connect to the City's water system. The proposed annexation includes the 2.73± parcel where the Seventh Day Adventist Church is located; a 0.37± acre segment of former Union Pacific Railroad right of way currently owned by the City Of Porterville; and a 2.47± acre segment of State Route 65. The public rights of way are included to provide logical boundaries of the proposed annexation.

The subject parcel is fully developed with a church, including their parking area. This parcel currently has safety and fire protection provided by Tulare County. If annexed, this parcel will receive safety and fire protection from the City of Porterville. The parcel will also receive water service by the City of Porterville. There is a pre-existing connection to city sewer. The subject parcel contains only one church and is expected to have minimal impact on government services.

The subject parcel is owned and occupied by the Seventh Day Adventist Church; it is zoned RS-1 (Low Density Residential) with a General Plan Land Use Designation of Commercial Mixed Use. Churches are allowed in the RS-1 zone district, with the approval of a Conditional Use Permit (CUP). The existing use on the subject property is considered a legal, non-conforming use, and thus no CUP is required. It is standard precedent to not require legalization of non-conforming uses upon annexation, but subsequent substitution or expansion of the non-conforming use would be subject to City standards.

This area is bordered on the south by W. Linda Vista Avenue, on the west by State Route 65, on the north by a vacant 16± acre parcel zoned RS-1 and on the east by a former Union Pacific Railroad right of way. Further to the east, south of Linda Vista Avenue, is a solar field, and to the north of Linda Vista are a few single family homes.

The total area of the City of Porterville is approximately 11,309 acres (17.67± square miles). Annexation of this area would increase the size of the City of Porterville to approximately 11,315 acres (17.68± square miles).

The annexation of this parcel is exempt from environmental review pursuant to

Item No. 14.

Section 15319 (a) of the Public Resources Code, also known as the California Environmental Quality Act (CEQA) guidelines. The subject area is a single parcel of land developed to the density allowed by the City's zoning standards, and adjacent right of ways. Further, connection to city water will have capacity only to serve the existing facilities as existing water mains will not be extended. No further environmental review is required.

RECOMMENDATION: That the City Council adopt the draft resolution requesting that the Local Agency Formation Commission take proceedings for Annexation 481.

ATTACHMENTS:

1. Map of Proposed Annexation Area 481
2. General Plan Land Use Diagram
3. Zoning Map
4. Draft Resolution

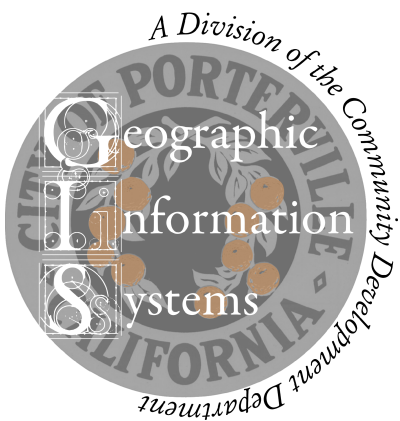
Appropriated/Funded:

Review By:

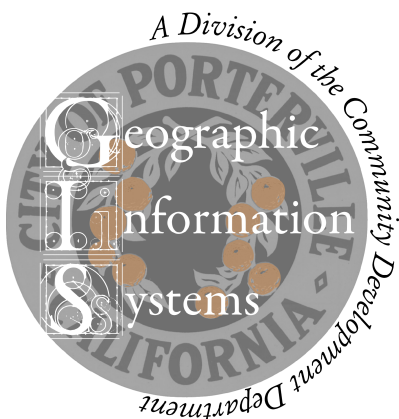
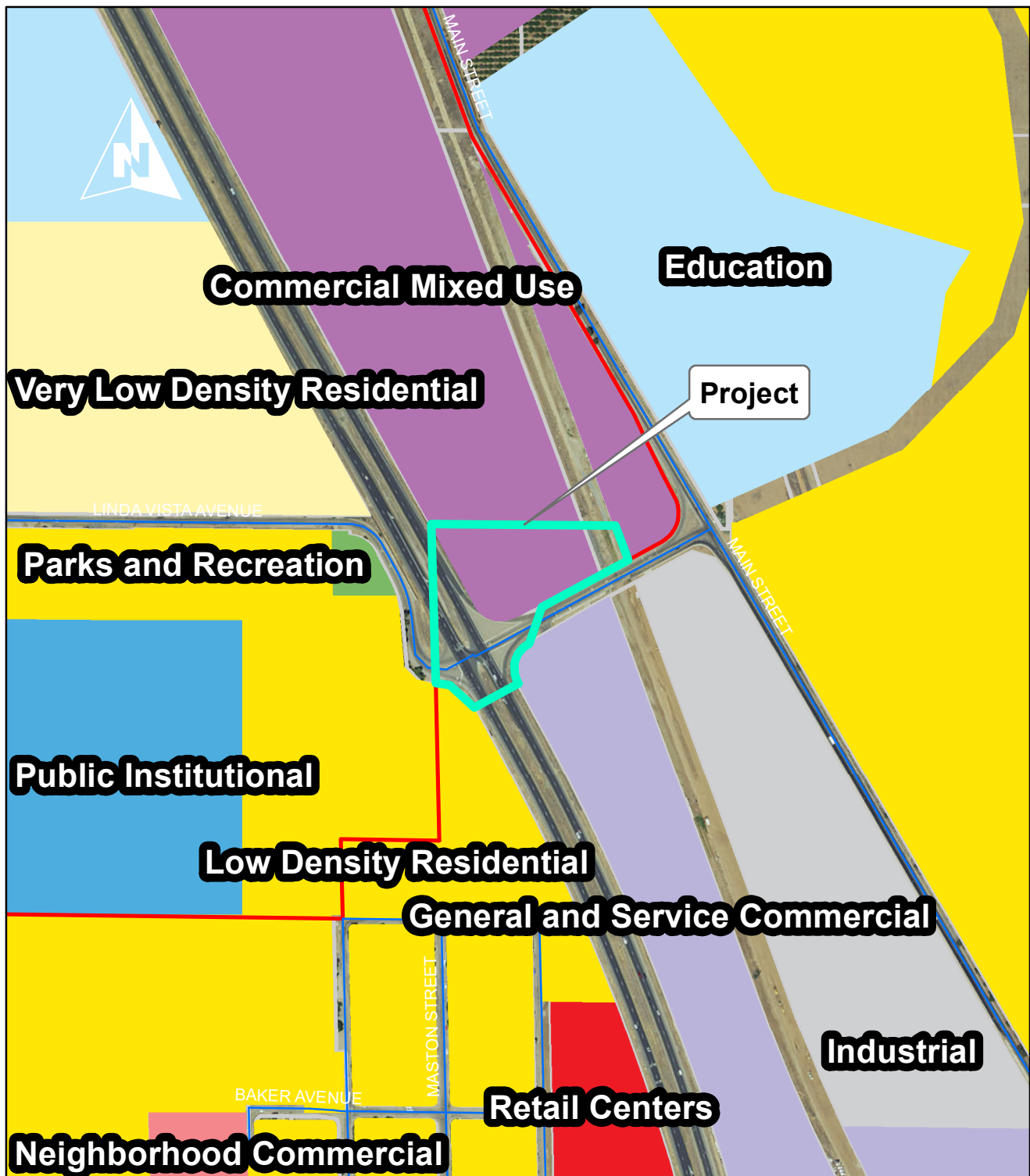
Department Director:

Jenni Byers, Community Development Director

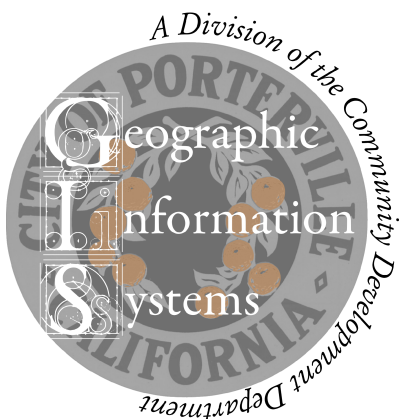
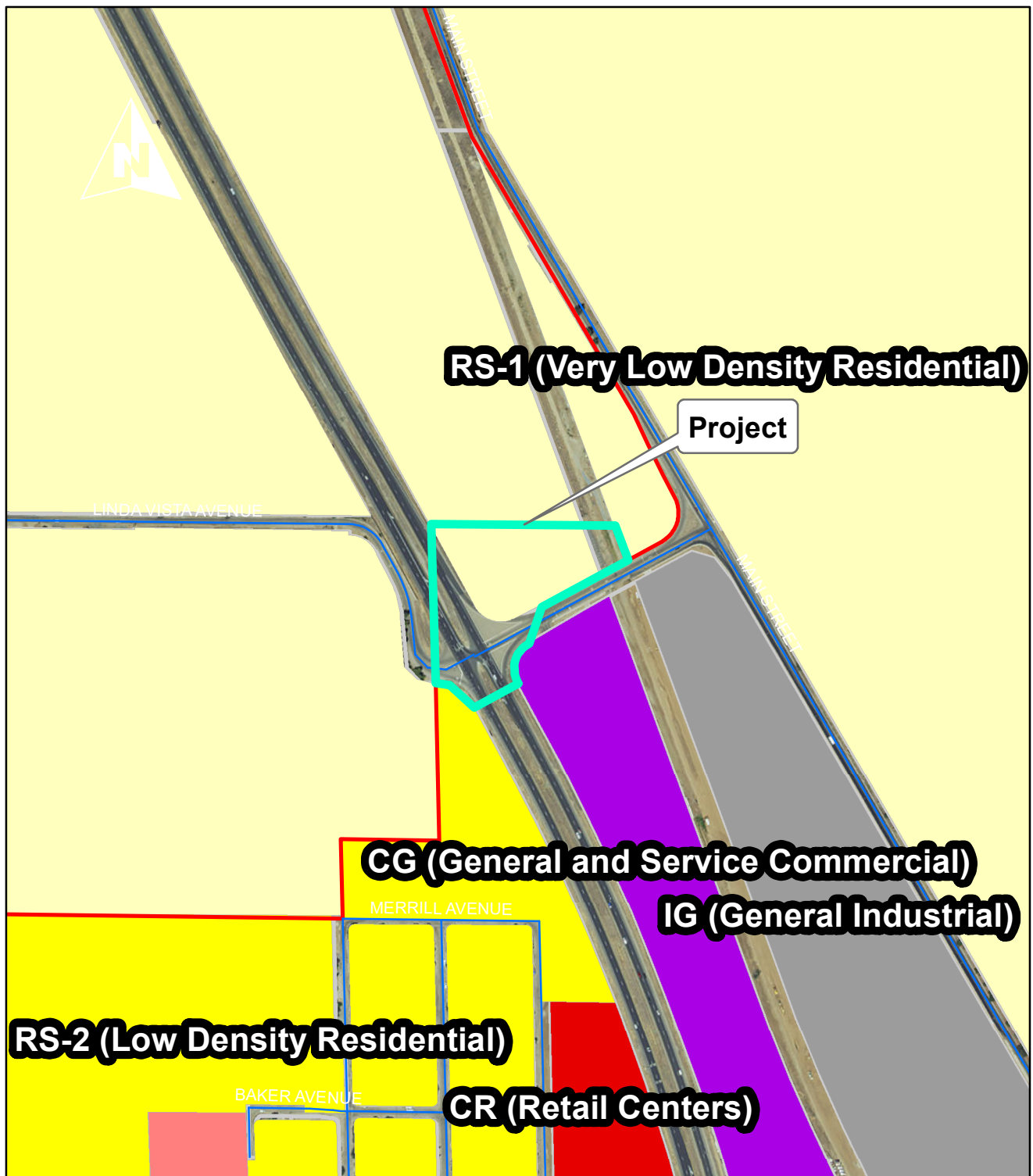
Final Approver: John Lollis, City Manager



PRC 2016-036
Annexation for Water Connection
@ 1088 W. Linda Vista
Project Locator Map
1" = 200ft



PRC 2016-036
 Annexation for Water Connection
 @ 1088 W. Linda Vista
 General Plan Land Use Map
 1" = 500ft



PRC 2016-036
Annexation for Water Connection
@ 1088 W. Linda Vista
Zoning Map
1" = 500ft

RESOLUTION NO. ____-2017

A RESOLUTION OF APPLICATION BY THE CITY OF PORTERVILLE REQUESTING THAT
THE LOCAL AGENCY FORMATION COMMISSION TAKE PROCEEDINGS FOR
ANNEXATION 481

WHEREAS, the City of Porterville desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for Annexation 481; and

WHEREAS, the territory proposed to be annexed to the city totals approximately 5.57± acres, and is substantially developed; and

WHEREAS, this proposal is consistent with the Sphere of Influence for the city of Porterville; and

WHEREAS, notice of a public information meeting was published in a newspaper of general circulation, *The Porterville Recorder*, and individually mailed to all property owners within the subject area and within a 300-foot radius surrounding the subject areas on January 27, 2017, which was eleven days in advance of the public information meeting; and

WHEREAS, this proposal is made pursuant to Sections 56654 and 56428 of the California Government Code; and

WHEREAS, the reason for this proposal is to respond to a property owner's request for water in a manner consistent with City policies; and

WHEREAS, the proposed annexation area and any future re-development thereof would be subject to compliance with the Porterville Municipal Code and Porterville General Plan.

NOW, THEREFORE, BE IT RESOLVED, this Resolution of Application is hereby adopted and approved by the City Council of the City of Porterville. The Local Agency Formation Commission of Tulare County is hereby requested to take proceedings for the annexation for the territory as described in Exhibit A, according to the terms and conditions stated above, and in the manner provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and the detachment of the same area from County Service Area #1.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk

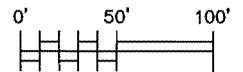
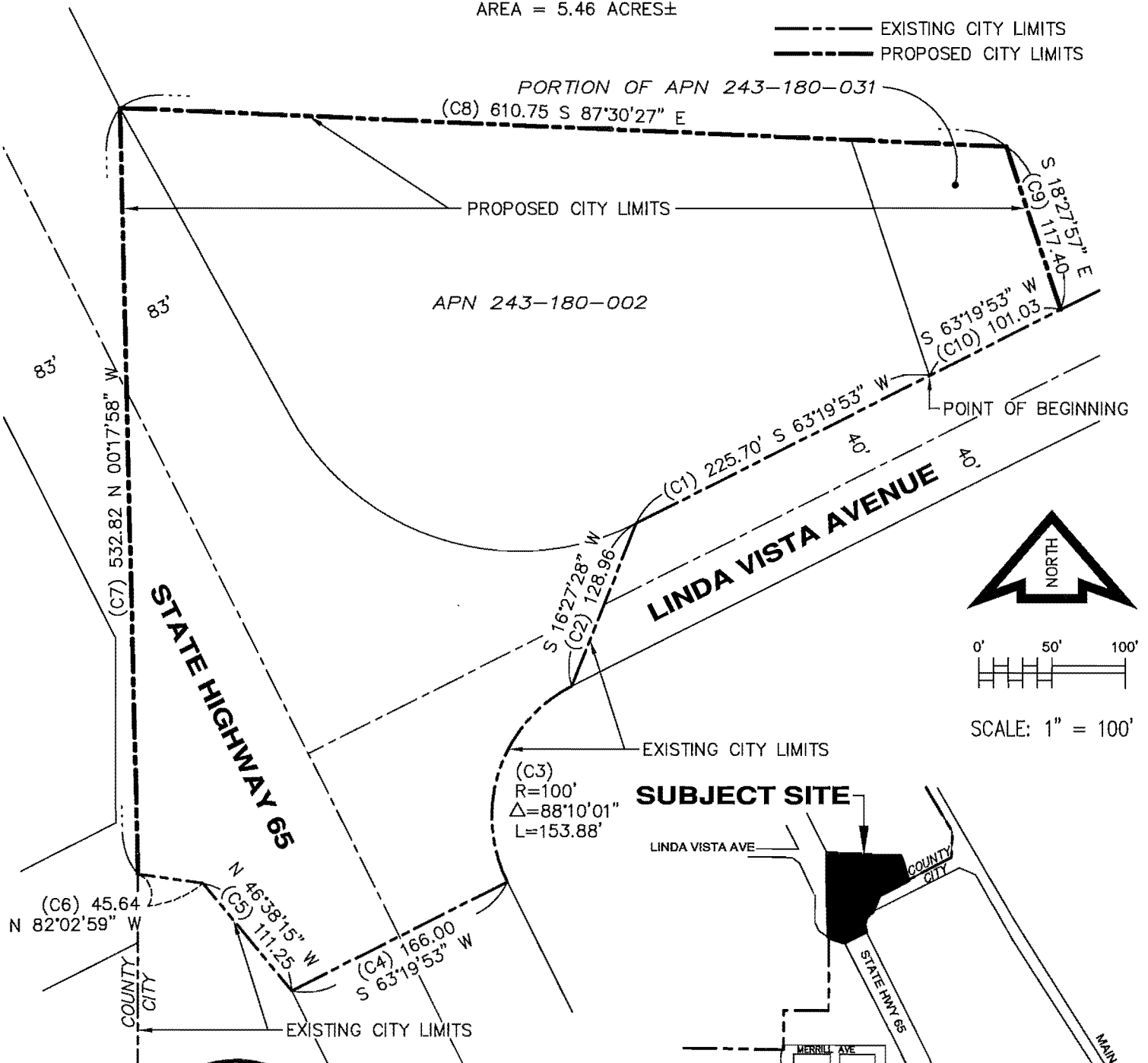
Annexation Area No.

CITY OF PORTERVILLE

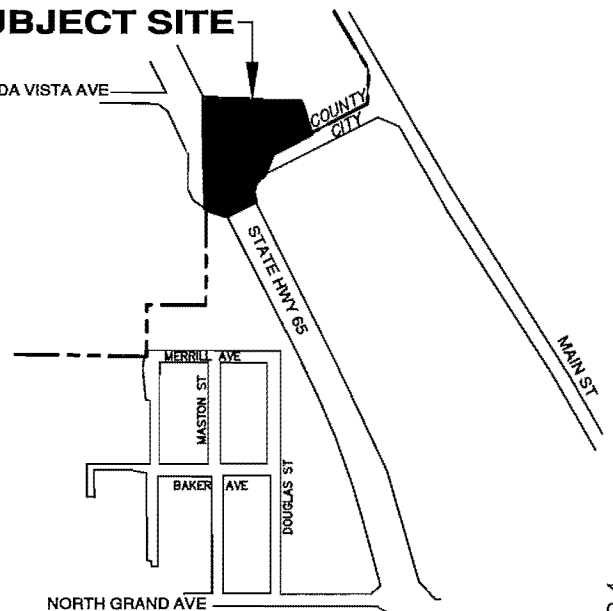
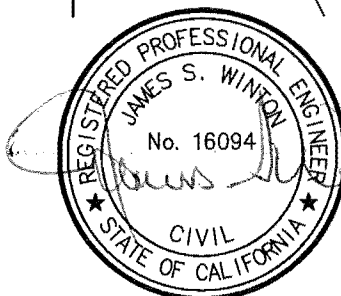
BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 15, T.21S., R.27E., M.B.D.&M.,
IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

AREA = 5.46 ACRES±

----- EXISTING CITY LIMITS
===== PROPOSED CITY LIMITS



SCALE: 1" = 100'



LOCATION MAP

Annexation No. _____

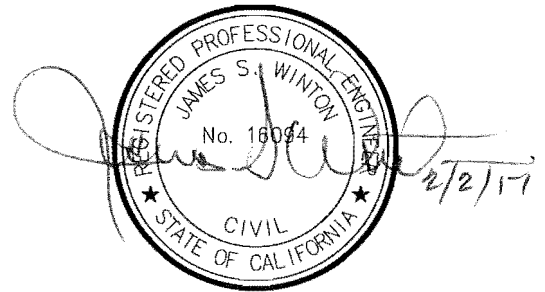
That portion of the Northeast quarter of Section 15, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, County of Tulare, State of California, also being a portion of Lot 32 and of Lot 33 of Pioneer Land Company's Second Subdivision per map recorded in Book 3, Page 23 of Maps in the Office of the County Recorder of said County, described as follows:

Beginning at the point of intersection of the existing Porterville City Limits with the East line of said Lot 32, said point of intersection also being a point in the Northerly line of Linda Vista Avenue;

- C1 Thence, South $63^{\circ}19'53''$ West, 225.70 feet along the North line of Linda Vista Avenue and said existing City Limits to an angle point in said existing City Limits;
- C2 Thence, along said existing City Limits, South $16^{\circ}27'28''$ West, 128.96 feet to a point in the Easterly line of said State Highway 65, said point being the beginning of a 100.00 foot radius, non-tangent curve, concave to the East, a radial to said beginning bears North $28^{\circ}30'06''$ West;
- C3 Thence, along said existing City Limits, Southerly, along said curve, through a central angle of $88^{\circ}10'01''$, an arc distance of 153.88 feet;
- C4 Thence, along said existing City Limits, non-tangent to said curve, South $63^{\circ}19'53''$ West, 166.00 feet to a point in the Westerly line of State Highway 65, also being the Easterly line of Parcel Map No. 4465, recorded in Book 45, page 70 of Parcel Maps, Tulare County Records,
- C5 Thence, along said existing City Limits, North $46^{\circ}38'15''$ West, 111.25 feet;
- C6 Thence, along said existing City Limits and said Parcel Map No. 4465 Northerly line, North $82^{\circ}02'59''$ West, 45.64 feet to the Northwesterly corner of said Parcel Map No. 4465;
- C7 Thence, departing said existing City Limits and said Northerly line of said Parcel Map No. 4465, North $00^{\circ}17'58''$ West, 532.82 feet to the point of intersection of the Easterly line of State Highway 65 with the centerline of the portion of Linda Vista Avenue per map of said Pioneer Land Company's Second Subdivision abandoned per Board of Supervisors Resolution recorded in Volume 2083, Page 228 of Miscellaneous Records of said County;

- C8 Thence, departing the Easterly line of State Highway 65, South $87^{\circ}30'27''$ East, 610.75 feet, to a point in the Northerly prolongation of the Westerly line of Lot 31 of said Pioneer Land Company's Second Subdivision;
- C9 Thence, South $18^{\circ}27'57''$ East, 117.40 feet along said Northerly prolongation and the Westerly line of said Lot 31 to a point in the Northerly line of Linda Vista Avenue;
- C10 Thence, South $63^{\circ}19'53''$ West, 101.03 feet to the point of beginning.

Containing 5.46 acres, more or less.





CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Vacation of Median Avenue and Milo Street

SOURCE: Public Works

COMMENT: This is the time and place set for the public hearing on the proposed vacation of Median Avenue and Milo Street as shown on Parcel Map No. 4078. The Porterville Unified School District owns all the land and has submitted a request to begin the vacation process.

Median Avenue and Milo Street are undeveloped streets intended to service future parcels 2 through 17 as shown on Parcel Map No. 4078. Parcels 4 and 15 are being used for solar power generation and Parcels 2, 3, 5 and Parcels 6 through 14 together with 16 and 17 are being used as farmland. Parcels fronting Median Avenue and Milo Street are zoned for residential development. However, PUSD's future plans do not include for the property to be residential development.

Vacating Median Avenue and Milo Street will not affect other agencies or utility companies. In addition to the vacation process, the City will require parcel merger(s) to occur prior to or simultaneously with the recording of the street abandonment. According to representatives from the District, all parcels will be merged into one, but applications have not yet been received. The parcel merger(s) shall occur in a manner consistent with the Porterville Municipal Code, General Plan, and all other applicable laws. No easement will be required by the City of Porterville to be reserved.

RECOMMENDATION: That City Council:

1. Adopt the draft Resolution of Vacation of Median Avenue and Milo Street located on Parcel Map No. 4078; and
2. Authorize the City Clerk to record the Resolution of Vacation.

ATTACHMENTS:

1. Vacation Resolution
2. Vacation Legal Description -Exhibit A
3. Vacation Map-Exhibit B
4. Parcel Map No. 4078

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

RESOLUTION NO. - 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING VACATION OF MEDIAN AVENUE AND MILO STREET RELATED TO
PARCEL MAP NO. 4078

WHEREAS, on October 24, 2016, Porterville Unified School District (PUSD) formally requested the City to commence with street abandonment proceedings for Median Avenue and Milo Street as shown on Parcel Map No. 4078;

WHEREAS, PUSD has paid all applicable City fees for said abandonment;

WHEREAS, Median Avenue and Milo Street are undeveloped streets intended to serve several future parcels located adjacent to PUSD's Butterfield Charter High School;

WHEREAS, PUSD owns all the land fronting Median Avenue and Milo Street on Parcel Map No. 4078; and

WHEREAS, PUSD's future plans for said property do not include residential development as currently zoned; and

WHEREAS, PUSD will record a parcel merger(s) to removal all residential parcels prior to or simultaneously with the street abandonment. The parcel merger(s) shall occur in a manner consistent with the Porterville Municipal Code, General Plan, and all other applicable laws; and

WHEREAS, the City Council has the authority to vacate Median Avenue and Milo Street encumbering Parcel Map No. 4078; and

WHEREAS, the City currently has no existing (or planned) utilities within Median Avenue and Milo Street;

WHEREAS, the City contacted AT&T, Charter Communications, Southern California Edison, and Southern California Gas Company informing them of the proposed vacation of Median Avenue and Milo Street. Neither AT&T, Charter Communications, Southern California Edison, nor Southern California Gas Company have existing utilities within Median Avenue or Milo Street.

WHEREAS, by Resolution No. 82-2016, passed on December 20th 2016, the Council of the City of Porterville declared its intention to vacate Median Avenue and Milo Street, generally located East of Highway 65 and North of Pioneer Avenue, hereinafter more particularly described, and set the hour of 6:30 p.m. on the 7th day of February, 2017, in the Council Chambers of said City as the time and place for hearing all persons objecting to the proposed vacation; and

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

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

SECTION 1: The Council hereby finds, from all the evidence submitted, that the vacation of Median Avenue and Milo Street, hereinafter described are unnecessary for present or prospective use, and the City Council hereby makes its order vacating said Median Avenue and Milo Street, which is described in the legal description and shown on the map attached hereto, marked Exhibit "A" Legal Description and Exhibit "B" Map of all vacations and by reference made a part hereof.

SECTION 2: City staff shall verify that the City Clerk shall cause a copy of this resolution to be recorded in the office of the County Recorder of Tulare County, California.

SECTION 3: The City Clerk shall certify to the passage and adoption of this resolution and it shall thereupon take effect and be in force not sooner than the completion of any and all associated parcel merger(s) necessary to ensure compliance of all parcels with the Porterville Municipal Code, General Plan, and all other applicable laws.

PASSED, ADOPTED AND APPROVED this 7th February, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Exhibit "A"

Legal Description

Parcel 1— Median Avenue and Milo Street Road Right of Way Vacation

That portion of land designated as Median Avenue east of the east right of way line of State Highway 65 and that portion of land designated as Milo Street north of north right of way line of Pioneer Avenue as shown on Parcel Map 4078, recorded July 26, 1993 in Book 41, of Parcel Maps, at page 82, in the Office of the County Recorder of Tulare County.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Survey Act,

Signature: _____

Licensed Land Surveyor

Date:



MEDIAN AVENUE AND MILO STREET VACATION MAP

EXHIBIT "B"

PIONEER LAND CO'S 2ND SUB
RM 3-23

LEGEND

3

PARCEL # PER
PARCEL MAP 4078

(R)

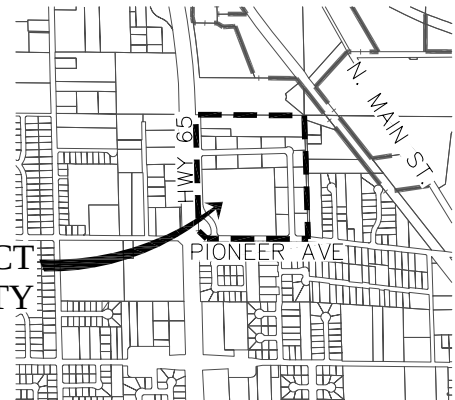
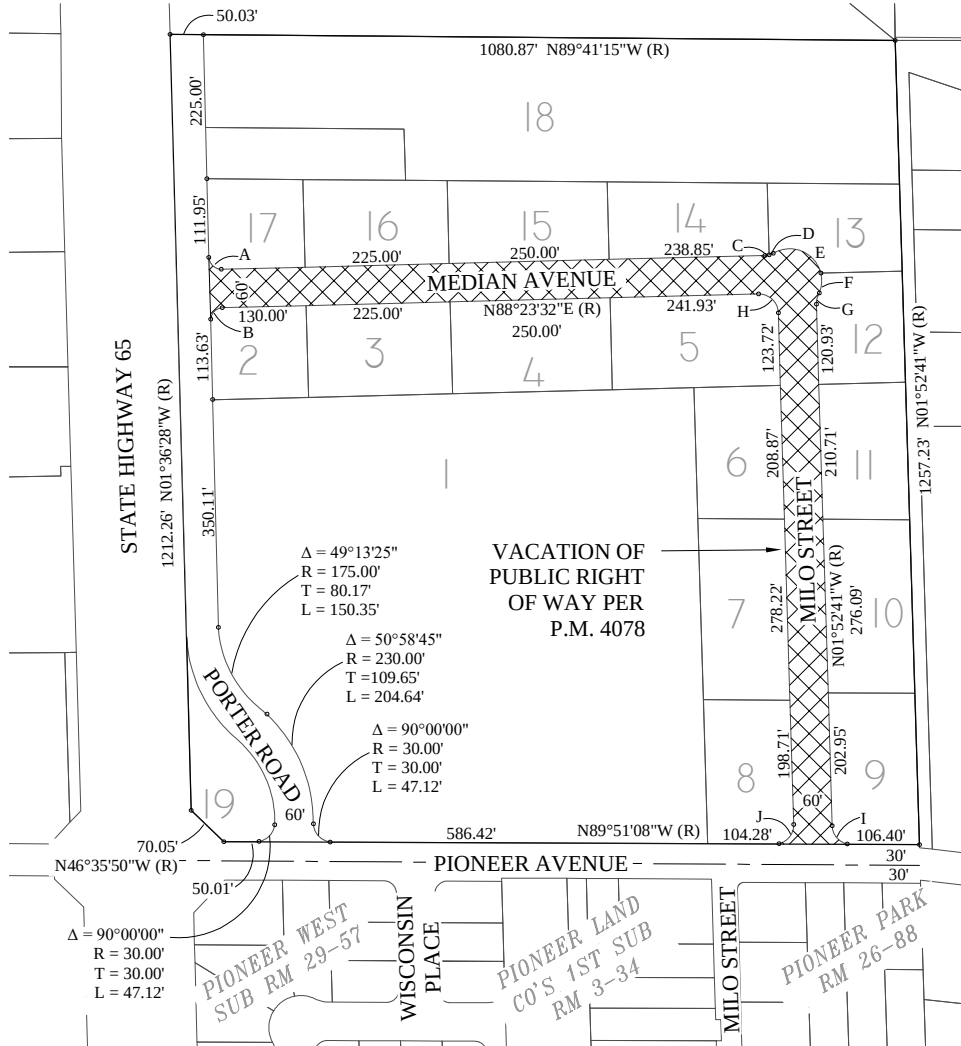
RECORD PER P.M. 4078



VACATION AREA
109,978 SQ. FT.

CURVE DATA

A: $\Delta = 90^{\circ}00'00''$ R = 30.00' T = 30.00' L = 47.12'	B: $\Delta = 90^{\circ}00'00''$ R = 30.00' T = 30.00' L = 47.12'
C: $\Delta = 12^{\circ}53'15''$ R = 50.00' T = 5.65' L = 11.25'	D: $\Delta = 12^{\circ}06'41''$ R = 50.00' T = 5.30' L = 10.57'
E: $\Delta = 102^{\circ}43'20''$ R = 50.00' T = 62.55' L = 89.64'	F: $\Delta = 37^{\circ}00'19''$ R = 50.00' T = 16.73' L = 32.29'
G: $\Delta = 24^{\circ}59'56''$ R = 50.00' T = 11.08' L = 21.82'	H: $\Delta = 89^{\circ}43'47''$ R = 30.00' T = 29.86' L = 46.98'
I: $\Delta = 87^{\circ}58'27''$ R = 30.00' T = 28.96' L = 46.06'	J: $\Delta = 92^{\circ}01'33''$ R = 30.00' T = 31.08' L = 48.18'



VICINITY MAP



NORTH
NO SCALE

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

That portion of the north half of the Northeast Quarter of Section 22, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California.

OWNER	CITY OF PORTERVILLE
APN	
AREA	109,978 +/- S.F.
ACRES	2.52 +/- AC.
SCALE	
DATE	11-28-2016
DRAWN BY	JEB
CHECKED BY	MKR

STATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

ON THIS 14th DAY OF JUNE IN THE YEAR 1993 BEFORE ME, TOMMY RALPH URIBE, A NOTARY PUBLIC IN AND FOR STATE, PERSONALLY APPEARED ALBERT J. GALEN, AS EXECUTOR OF THE ESTATE OF ALBERT LEVINSON

KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE Tommy Ralph Uribe EXP. 9-26-94
NAME: TOMMY RALPH URIBE
PRINCIPAL PLACE OF BUSINESS: KERN COUNTYSIGNATURE Albert J. Galen
ALBERT J. GALEN - AS EXECUTOR OF THE ESTATE OF ALBERT LEVINSONSIGNATURE Jessica Lynn Parker
JESSICA LYNN PARKER - OWNERSIGNATURE Ann Levinson Parker
ANN LEVINSON PARKER - OWNERSIGNATURE Allan B. Lasher
ALLAN B. LASHER - TRUSTEESIGNATURE Michael Parker
MICHAEL PARKER - OWNERSTATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

ON THIS 26th DAY OF SEPTEMBER IN THE YEAR 1992, BEFORE ME, REINALDO J. JAVIER, A NOTARY PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED MICHAEL PARKER,

KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE Reinaldo J. Javier EXP. 7-13-93NAME: Reinaldo J. Javier
PRINCIPAL PLACE OF BUSINESS, LOS ANGELES COUNTYSTATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

ON THIS 26th DAY OF September IN THE YEAR 1992, BEFORE ME, REINALDO J. JAVIER, A NOTARY PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED JESSICA LYNN PARKER AND ANN LEVINSON PARKER

KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE Reinaldo J. Javier EXP. 7-13-93NAME: Reinaldo J. Javier
PRINCIPAL PLACE OF BUSINESS, LOS ANGELES COUNTY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE PARCEL MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY FOR THE MAKING AND FILING OF SAID PARCEL MAP AS SHOWN WITHIN THE BLUE BORDER LINES HEREON. WE HEREBY DEDICATE THE ROAD AND PUBLIC UTILITY EASEMENTS AS SHOWN.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALBERT LEVINSON ON JUNE, 1989. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SIGNATURE Glynn D. Parker
GLYNN D. PARKER L.S. 4831 (EXP. 9-30-99)

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATE: 4-16, 1993
SIGNATURE Harold L. Hill
HAROLD L. HILL R.C.E. 20188 CITY ENGINEERSTATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

ON THIS 26th DAY OF SEPTEMBER IN THE YEAR 1992, BEFORE ME, REINALDO J. JAVIER, A NOTARY PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED MICHAEL PARKER, AS ATTORNEY-IN-FACT FOR ANDREW ALLAN PARKER,

KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

SIGNATURE Reinaldo J. Javier EXP. 7-13-93NAME: Reinaldo J. Javier
PRINCIPAL PLACE OF BUSINESS, LOS ANGELES COUNTYSTATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

ON THIS 16th DAY OF September IN THE YEAR 1992, BEFORE ME, S. Leigh Taylor, A NOTARY PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED ALLAN B. LASHER, TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 8, 1979 FOR THE BENEFIT OF ANDREW ALLAN PARKER AND JESSICA LYNN PARKER, KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND SEAL

SIGNATURE S. Leigh Taylor EXP. 1/31/94NAME: S. Leigh Taylor
PRINCIPAL PLACE OF BUSINESS, LOS ANGELES COUNTY

PARCEL MAP NO. 4078

A DIVISION OF LOTS 179 AND 180 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION RECORDED IN VOLUME 3 OF MAPS AT PAGE 34 OFFICIAL RECORDS, SITUATED IN A PORTION OF THE NORTHEAST QUARTER CORNER OF SECTION 22, T. 21 S., R. 27 E. M.D.B. & M. IN THE CITY OF PORTERVILLE COUNTY OF TULARE, STATE OF CALIFORNIA.

BY: CUESTA ENGINEERING
5055 CALIFORNIA AVENUE
SUITE 218
BAKERSFIELD, CALIFORNIA 93309
(805) 324-5500

CITY CLERK'S STATEMENT

THIS IS TO STATE AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE 16th DAY OF April, 1991, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, THE STREET DEDICATION AND PUBLIC UTILITIES EASEMENTS AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS 16th DAY OF April, 1993.

BY: Ronald J. Mader
CITY CLERK

PLANNING DIRECTOR'S STATEMENT

I HEREBY STATE ON BEHALF OF THE PARCEL MAP COMMITTEE THAT THIS FINAL PARCEL MAP CONFORMS TO THE APPROVED TENTATIVE PARCEL MAP NO. 10-90 THIS 10th DAY OF April, 1993.

SIGNATURE Ronald J. Mader
RONALD J. MADER CITY PLANNER

COUNTY EXECUTIVE / CLERK'S STATEMENT

I, LOUIS J. FERNANDEZ, COUNTY EXECUTIVE/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, DO HEREBY STATE THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN THE DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED: 23rd DAY OF July, 1993

LOUIS J. FERNANDEZ, EXECUTIVE/CLERK

BY: Diane Alango
DEPUTY

RECORDER'S STATEMENT

FEE NUMBER: 13-051547 FEE PAID: \$10.00

FILED THIS 26th DAY OF JULY 1993, AT 2:00 A.M. IN BOOK 41 OF PARCEL MAPS AT PAGE 82, AT THE REQUEST OF GLYNN D. PARKER.

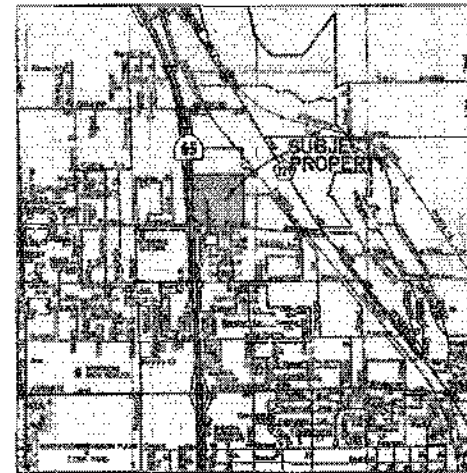
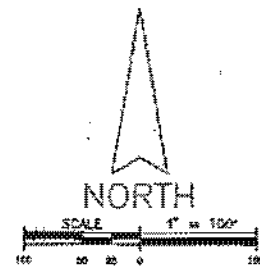
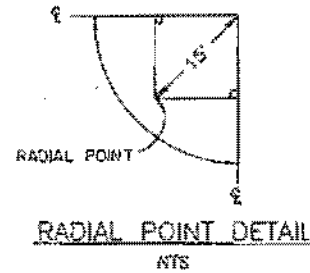
MADINE SYBOGA, COUNTY RECORDER

BY: Tommy Lindgren
DEPUTY

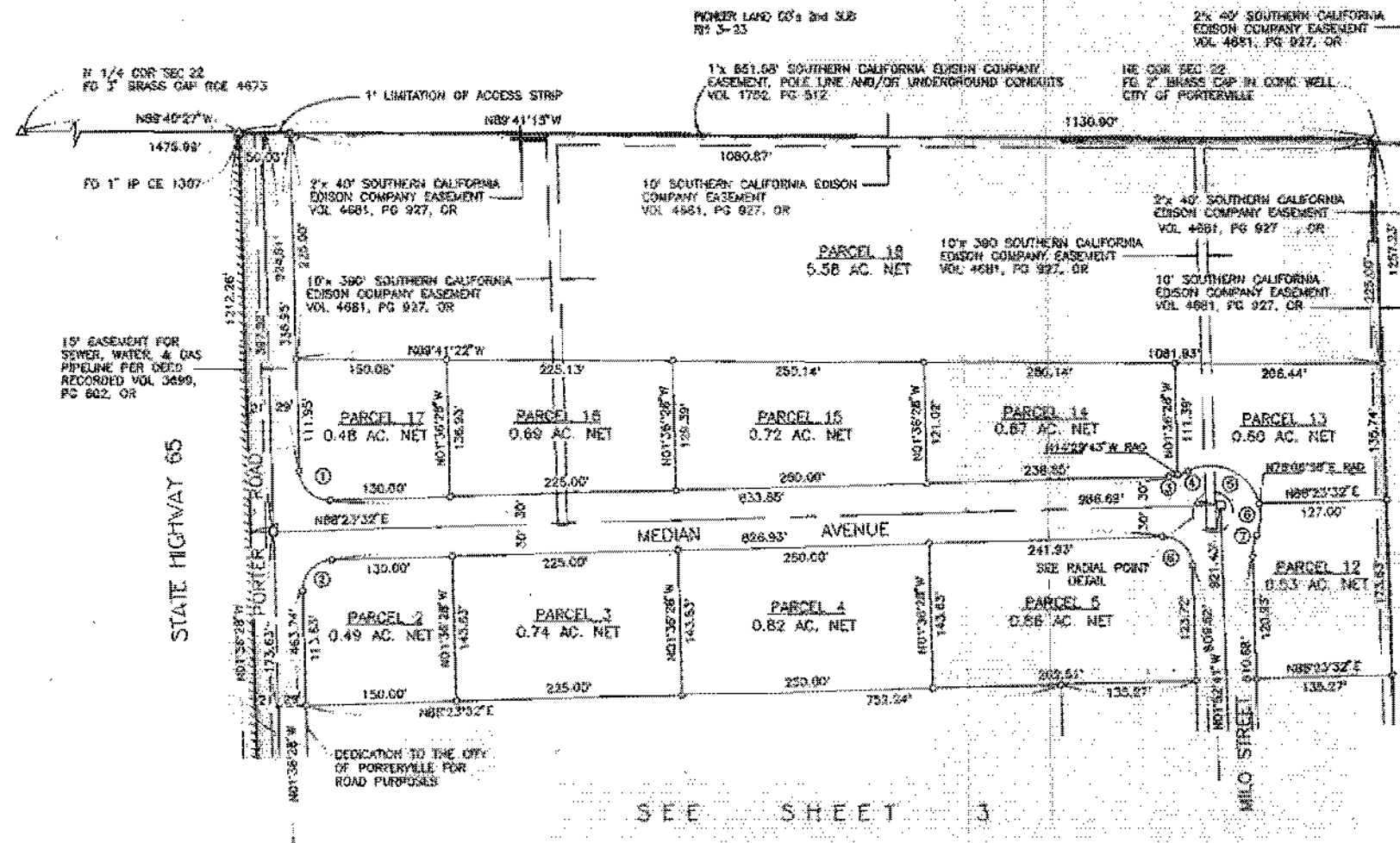
PARCEL MAP NO. 4078

A DIVISION OF LOTS 179 AND 180 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION RECORDED IN VOLUME 3 OF MAPS AT PAGE 34 OFFICIAL RECORDS, SITUATED IN A PORTION OF THE NORTHEAST QUARTER CORNER OF SECTION 22, T. 21 S., R. 27 E., M.D.E. & M. IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

"IN ACCORDANCE WITH SECTION 66411.11 OF THE GOVERNMENT CODE, THE CONSTRUCTION OF CURB, GUTTER, SIDEWALK, SEWER, WATER, STORM DRAIN, CONNECTION PAVEMENT, UNDERGROUND UTILITIES, ETC. FOR PARCEL NUMBERS 2 THROUGH 18 HAVE BEEN DEFERRED UNTIL SUCH TIME AS A PERMIT OR OTHER GRANT OF APPROVAL FOR DEVELOPMENT OF THE PARCEL IS ISSUED. SUCH CONSTRUCTION MAY BE PHASED WHEN ONLY A PORTION OF THE PARCELS SHOWN HEREIN RECEIVE SUCH APPROVAL. THE PHASED CONSTRUCTION SHALL CONSIST OF ALL IMPROVEMENTS RELATED TO THE SPECIFIC PARCELS PLUS THAT REQUIRED TO MAKE THE INSTALLED IMPROVEMENTS PROPERLY FUNCTION. THE OWNER OF ANY PARCEL THAT WILL GENERATE TRUCK TRAFFIC THAT WILL USE THE FRONTAGE ROAD, PRIOR TO CLOSURE OF PIONEER AVENUE TO THE HIGHWAY 65 ACCESS, AND THAT CAN NOT ACCESS PIONEER AVENUE EXISTING WEST BOUND WITHOUT ENTERING OPPOSING TRAFFIC LANES, SHALL CONSTRUCT A TEMPORARY ACCESS ROAD TO STANDARDS APPROVED BY THE CITY ENGINEER PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY. SAID TEMPORARY ACCESS ROAD SHALL BE LOCATED IN THE TEMPORARY ACCESS EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT."



LOCATION MAP
NPS



LEGEND

- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF
- PARCEL BOUNDARY
 - Δ FOUND AND ACCEPTED AS DESCRIBED
 - SET 5/8" x 18" REBAR W/ CAP TAPPED L.S. 4831
 - CITY OF PORTERVILLE STREET MONUMENT IN WELL
 - /// ACCESS RIGHTS RELINQUISHED PER DEED RECORDED IN 84 120 PG. 528

BASIS OF BEARING

THE CENTERLINE OF PIONEER AVE. AS SHOWN ON PIONEER PARK SUBDIVISION AS RECORDED IN VOLUME 26 OF MAPS AT PAGE 68, TULARE COUNTY RECORDS, N. 89°51'08"W.

CURVE DATA

① Δ=90°00'00" R=30.00' T=38.00' L=47.12'	② Δ=90°00'00" R=30.00' T=38.00' L=47.12'	③ Δ=12°53'15" R=30.00' T=5.85' L=11.25'	④ Δ=12°53'15" R=30.00' T=5.85' L=11.25'
⑤ Δ=102°43'20" R=30.00' T=82.55' L=89.64'	⑥ Δ=37°00'18" R=30.00' T=16.73' L=32.29'	⑦ Δ=24°59'58" R=30.00' T=11.05' L=21.32'	⑧ Δ=89°43'47" R=30.00' T=23.85' L=45.35'

RECORDER'S STATEMENT

FEE NUMBER: 13-05647 FEE PAID: \$10.00
FILED THIS 22nd DAY OF JULY, 1993, AT 8:44 AM IN BOOK 41 OF PARCEL MAPS AT PAGE 82, AT THE REQUEST OF GLENN D. PARKER.

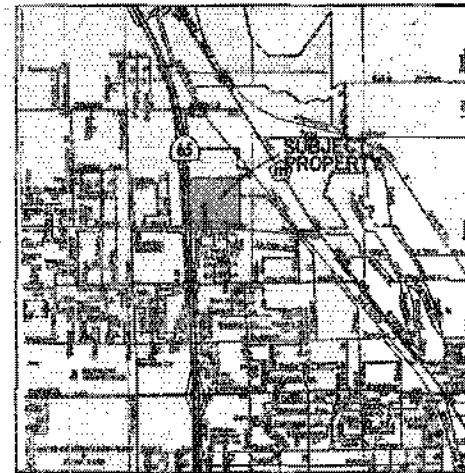
HADINE SVOBODA, COUNTY RECORDER

BY: James London
DEPUTY

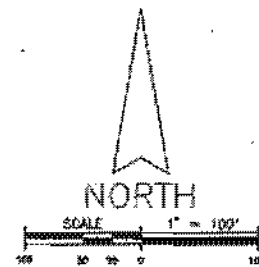
PARCEL MAP NO. 4078

A DIVISION OF LOTS 179 AND 180 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION RECORDED IN VOLUME 3 OF MAPS AT PAGE 34 OFFICIAL RECORDS, SITUATED IN A PORTION OF THE NORTHEAST QUARTER CORNER OF SECTION 22, T. 21 S., R. 27 E. M.D.B. & M. IN THE CITY OF PORTERVILLE COUNTY OF TULARE, STATE OF CALIFORNIA.

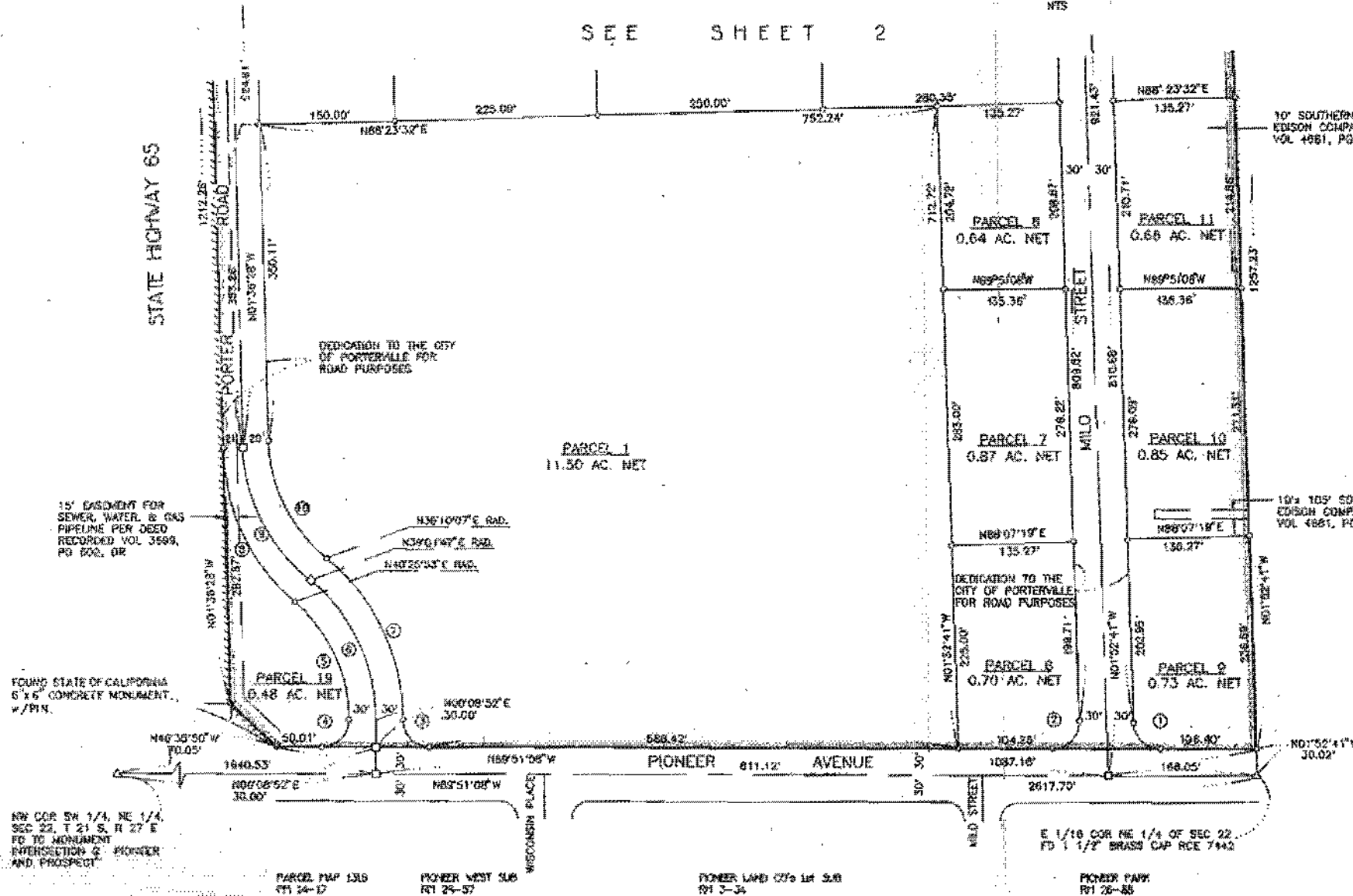
"IN ACCORDANCE WITH SECTION 65411.11 OF THE GOVERNMENT CODE, THE CONSTRUCTION OF CURB, GUTTER, SIDEWALK, SEWER WATER, STORM DRAIN, CONNECTION PAVEMENT, UNDERGROUND UTILITIES, ETC. FOR PARCEL NUMBERS 2 THROUGH 18 HAVE BEEN DEFERRED UNTIL SUCH TIME AS A PERMIT OR OTHER GRANT OF APPROVAL FOR DEVELOPMENT OF THE PARCEL IS ISSUED. SUCH CONSTRUCTION MAY BE PHASED WHEN ONLY A PORTION OF THE PARCELS SHOWN HEREIN RECEIVE SUCH APPROVAL. THE PHASED CONSTRUCTION SHALL CONSIST OF ALL IMPROVEMENTS RELATED TO THE SPECIFIC PARCELS PLUS THAT REQUIRED TO MAKE THE INSTALLED IMPROVEMENTS PROPERLY FUNCTION. THE OWNER OF ANY PARCEL THAT WILL GENERATE TRUCK TRAFFIC THAT WILL USE THE FRONTAGE ROAD PRIOR TO CLOSURE OF PIONEER AVENUE TO THE HIGHWAY 65 ACCESS, AND THAT CAN NOT ACCESS PIONEER AVENUE EXITING WEST BOUND WITHOUT ENTERING OPPOSING TRAFFIC LANES, SHALL CONSTRUCT A TEMPORARY ACCESS ROAD TO STANDARDS APPROVED BY THE CITY ENGINEER PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY. SAID TEMPORARY ACCESS ROAD SHALL BE LOCATED IN THE TEMPORARY ACCESS EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT."



LOCATION MAP
NTS



SEE SHEET 2



LEGEND

- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF
- PARCEL BOUNDARY
 - FOUND AND ACCEPTED AS DESCRIBED
 - SET 5/8" x 18" REBAR W/ CAP TAGGED L.S. 4881
 - CITY OF PORTERVILLE STREET MONUMENT IN WELL
 - ACCESS RIGHTS RELINQUISHED PER DEED RECORDED IN BK 101 PG. 519

BASIS OF BEARING

THE CENTERLINE OF PIONEER AVE. AS SHOWN ON PIONEER PARK SUBDIVISION AS RECORDED IN VOLUME 26 OF MAPS AT PAGE 68, TULARE COUNTY RECORDS, N. 89°10'06" W.

CURVE DATA

① Δ = 97°56'27"	③ Δ = 97°01'35"	⑤ Δ = 90°00'00"	⑦ Δ = 90°00'00"	⑨ Δ = 49°42'59"
R = 30.00'	R = 30.00'	R = 30.00'	R = 30.00'	R = 170.00'
T = 28.96'	T = 31.05'	T = 30.00'	T = 30.00'	T = 78.78'
L = 46.08'	L = 48.15'	L = 47.12'	L = 47.12'	L = 147.51'
② Δ = 51°07'05"	④ Δ = 90°58'45"	⑥ Δ = 49°34'06"	⑧ Δ = 49°21'48"	⑩ Δ = 49°13'25"
R = 200.00'	R = 230.03'	R = 225.00'	R = 200.00'	R = 175.00'
T = 95.65'	T = 109.85'	T = 103.89'	T = 91.31'	T = 89.17'
L = 179.44'	L = 204.64'	L = 194.66'	L = 172.31'	L = 150.35'

RECORDER'S STATEMENT

FILE NUMBER: 13-051547 FEE PAID: \$10.00

FILED THIS 22nd DAY OF JULY, 1993, AT 8 A.M. IN BOOK 41 OF PARCEL MAPS AT PAGE 82, AT THE REQUEST OF GUYON D. PARKER.

NADINE SVOBODA, COUNTY RECORDER

BY: Henry J. Anderson
DEPUTY



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Consideration of Partnership with Sierra View Medical Center for Proposed 2017 Farmers Market

SOURCE: City Manager's Office

COMMENT: At its meeting on June 21, 2016, the City Council approved a Community Civic Event and partnership with Sierra View Medical Center (“SVMC”) to host the Visalia Farmers Market on Main Street for the month of August 2016, with financial support of \$10,000, which was funded from the Council’s Special Purposes Reserve Fund.

City staff has been approached by SVMC and the Visalia’s Farmers Market to once again host a Farmers Market on Main Street, every Tuesday beginning July 11th through August 29th, from 8:00 to 11:30 AM. Similar to last year, the event would involve the temporary closure of Main Street, between Thurman and Cleveland Avenues during the events.

The 2017 Farmers Markets are proposed to be located at the SVMC parking lot for the months of May and June, and then relocate to Main Street in front of City Hall for the months of July and August. Last year, Council approved \$10,000 in support for the August event. The proposed budget for the 2017 Farmer’s Market is \$41,812, and SVMC has requested support from the City for \$18,031. SVMC would pay a higher amount, as they additionally offer employee incentives and the Veggie RX program for its patients. The requested increase of \$8,031 from the prior year is due to the market being located on Main Street for an additional month, as well as additional marketing activities and attendee incentives.

The Farmers Market is still in its infancy in Porterville, and moving location midway through the season caused some confusion for attendees last year. Staff continues to work with SVMC and the Visalia’s Farmers Market to grow the market to make it a true community event complete with activities and local vendors, as well as develop partnerships with the local school districts, the City Library and the Chamber of Commerce. To achieve these goals, additional marketing is recommended for the coming year, as well as increasing the community incentive of the “Healthy Bucks” program.

If supported by Council, staff recommends that the Council's Special Purposes Reserve Fund again serve as the funding source, and will work to formalize the process and proceed with a Community Civic Event application to be considered by the Council at its next meeting.

RECOMMENDATION: That the City Council consider the City's partnership with Sierra View Medical Center for the proposed 2017 Farmers Market.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Consideration of Appointments to the Transactions and Use Tax (Measure H) Oversight Committee ("TUTOC")

SOURCE: Administrative Services

COMMENT: As the City Council is aware, vacancies currently exist on TUTOC. Two of these vacancies have terms expiring in May 2018, and two have terms expiring in May 2020.

TUTOC is charged with reviewing the revenue and expenditures of the three Measure H budgets (Fire, Police and Literacy), and to report its findings to the City Council. It is comprised of ten members of the public each serving four-year terms, and is required to meet at least once annually after the adoption of the budget. It has been TUTOC's recent practice to meet on a quarterly basis. To be eligible for appointment, individuals must either be a Porterville resident, business owner, or business operator.

Staff is in receipt of five Requests for Appointment from the following individuals:

John Angell
Mike Boudreaux Sr.
Barry Caplan
Jerry C. Claborn
Daniel J. Stadtherr

RECOMMENDATION: That the City Council consider the appointment of four individuals to the Transactions and Use Tax (Measure H) Oversight Committee to fill two vacancies with terms expiring in May 2018 and two vacancies with terms expiring in May 2020.

ATTACHMENTS:

1. RFA - Angell
2. RFA - Boudreaux
3. RFA - Caplan
4. RFA - Claborn
5. RFA - Stadtherr

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

RECEIVED

DEC 16 2016

CITY OF PORTERVILLE
CITY CLERK OFFICE

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: JOHN ANBELL
(Please Print)

Appointment to: MEASURE H OVERSIGHT COMMITTEE
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED]
Porterville CA 93257

Mailing Address: _____

Name of Business: Sequoia Family Medical Center
☐ Own ☒ Operate

Business Address: 590 W. PUTNAM

Telephone: Home [REDACTED]
Work same
FAX _____
E-mail [REDACTED]

City of Porterville resident:
☒ Yes
☐ No

Registered Voter:
☒ Yes
☐ No

Qualifications: _____

- Background in economics, accounting

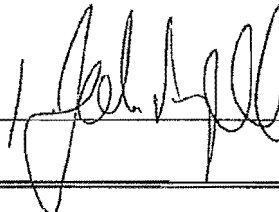
- CFO of the company I work for

☐ Resume attached

☐ Letter of request attached

Submitted By: _____

JOHN ANGEIL



12/14/16

Date

Received by: _____

Forwarded to: City Clerk



Date:

12/15/16

City Council



Date:

City Manager



Date:

Applicable Dept.



Date:

Tentative Council Mtg Date: _____

John Angell

Professional Profile

Financial services professional with 11 years experience in direct to consumer marketing and portfolio risk management. Extensive experience designing, developing and implementing model based strategies to optimize marketing performance within and across channels. Successfully managed analytic and modeling teams in both the P&C Insurance and Consumer Banking industries. Am able to bridge the gap between abstract statistical modeling/analytic projects and the practical needs of the business.

Experience

21st Century Insurance, Wilmington, Delaware

March 2010-Present

DIRECTOR MARKETING ANALYTICS – TARGETED MEDIA

- Manage the marketing modeling and analytics team
 - Oversee the development, deployment, and tracking of 16 production models (logistic regression and linear regression models) used to manage Direct Mail, eMail, Online Lead Aggregator, Outbound Telemarketing, Targeted Display, DRTV and Customer Retention marketing campaigns
 - Manage a team of 6 statisticians and analysts responsible for model development, campaign monitoring and adhoc analysis related to all marketing initiatives at 21st Century
 - Develop models used as inputs for Media Mix optimization
- P&L responsibility for \$70MM of marketing spend in the direct mail and email customer acquisition channels
 - Regularly meet with C-Suite staff to report on the performance of marketing campaigns and inform executives about new initiatives being designed to boost productivity of the marketing channels
 - Created an experimental design which provided the insight needed to eliminate \$2.2MM of unproductive spend
- Manage \$24MM of media spend for the online lead aggregator marketing channel
 - Use marginal productivity curves generated by statistical models to determine optimal spend cutoffs by partner
 - Designed and implemented a new lead selection strategy, using a third party data processor, that will save over \$2.5MM in the first year and boost productivity of existing campaigns
- Manage analytics and modeling for a \$5.5MM outbound telemarketing program
 - Develop, maintain and leverage four statistical models use to select appropriate lead volumes based on marginal productivity cutoffs
 - Make recommendations on staffing levels for TM campaigns based on prospect universe size and campaign productivity
 - Create, test and monitor dial strategies, number of calls and call interval, to maximize policy production
- Manage the development and deployment models used to inform and guide DRTV media buy
 - Models use departs, network and number of impressions to rank order the spot purchase opportunities based on policy production
- Developed and implemented a testing strategy to evaluate the value of Online Targeted Display marketing campaigns
 - Targeted Display campaigns use third party cookies, a cookie matching firm and a predetermined list prospects to identify specific prospect segments online and tailor online display strategies to those segments.
 - Test structure will leverage an experimental design which will enable the marketing team to understand the value of both the number of impressions over a 30 day period and various CPM targets. Test results are pending.
- Manage the design, maintenance and utilization of the Prospect Database (PDB) which contains over 300MM prospects with more than 2,500 attributes
 - Direct the evaluation and selection of third party data used to populate a Prospect Database
 - Negotiate all contracts with data providers to minimize the cost of purchasing the data; Negotiations have resulted in annual savings of more than \$5MM
 - Evaluate new data sources by quantifying the change to the new customer acquisition marginal cost curves when this data is introduced to the modeling process and comparing this change to the cost of the data
 - Manage the third party data processing teams to ensure timely delivery of monthly marketing campaign lists while prioritizing changes to enhance PDB functionality

Capstone Analytic Consulting, Wilmington, Delaware
SENIOR ANALYTIC MANAGER

March 2006-March 2010

- Maintained a long term analytic consulting relationship with a Property and Casualty Insurance company based in the UK
 - Negotiated consulting engagement contracts including determining the scope of projects and associated consulting costs
 - Managed an analytic team which focused on Direct Mail Marketing and CRM analytics/modeling
 - Developed analytic/modeling recommendations aimed at improving ROI and presented recommendations to senior management
 - Redesigned the company's multi product marketing strategy by implementing several logistic regression models and using those models to allocate marketing spend toward the most productive product offerings; was able to increase profitability of marketing campaigns by 20%
 - Developed and implemented eight new cross sell selection models into the DM campaign selection process; was able to increase profitability of cross sell campaigns by 25%
- Managed a team of five business intelligence analysts as part of a long term consulting engagement with K2 Financial, a student loan company offering FFELP consolidation products
 - Accountable for the development of analytic projects, the presentation of recommendations to senior management, and the implementation of strategic improvements to the acquisition programs
 - Developed and implemented a monthly forecasting model which was used to project corporate profitability, loan applications, approvals, funded loans and funded loan balances for a rolling 12 month period
 - Evaluated and improved all aspects of the Campaign Life-Cycle: Selection, Execution, Reporting & Analysis, & Strategy Development
 - Implemented strategic portfolio growth changes which resulted in \$153MM of additional loan balances in 2006; gains in 2007 exceeded \$250MM
 - Lead the development and implementation of statistical models (CHAID Clustering, Logistic Regression, and Linear Regression Models) to enhance targeting of DM and TM marketing campaigns in an effort to increase profitability
- Analytic lead for a consulting engagement with a large international credit card bank
 - Responsible for customer segmentation of the credit card portfolio in an effort to increase monthly spend by 15%
 - Segmentation included transaction level data, customer demographic information, account performance history, and customer product holdings
 - Developed of a comprehensive management reporting package examining delinquency roll rates across countries and products.
 - Developed a P&L model to evaluate the profitability of various tranches of the credit card portfolios.
- Was responsible for the development of internal and external analytic staff which required developing their presentation skills, programming ability, statistical knowledge and analytic project approach/design

Capstone Analytic Consulting, Wilmington, Delaware
SENIOR CONSULTANT

September 2005-March 2006

- Managed a team of business intelligence analysts on various analytic consulting assignments related to a long term engagement with a UK based insurance company
- Lead Analyst in initial on-site evaluation of client-specific needs: determined the analytic project scope and identified new business opportunities
- Evaluated the effectiveness of consulting recommendations against baseline business metrics
- Managed client relationship as it pertains to analytical projects

Wells Fargo Financial Acceptance, Chester, Pennsylvania
OPERATIONAL RISK CONSULTANT 2

August 2004-September 2005

- Managed the Direct Marketing Strategy team for the auto loan refinance portfolio
- Accountable for creating, presenting, and implementing direct marketing (mail and telemarketing) strategies. These strategies resulted in growing the auto refinance monthly marketing campaigns from \$7MM per month to \$27MM per month
- Analyzed market segments to optimize direct mail and telemarketing performance
- Built CHAID tree models to identify customer segments with high response rates and utilized these models to increase profitability
- Provided the Central Sales team with leads, educated the sales team about the benefits of proper data collection, and monitored sales calls to identify strategic selling opportunities

Bank of New York, Newark, Delaware

March 2003-August 2004

ASSISTANT TREASURER CREDIT RISK MANAGEMENT

- Managed two Business Strategy Analysts who were responsible for programming the consumer loan application decisioning system, related strategy enhancement investigations, and risk analyses of the consumer loan portfolio
- Developed business strategies and recommendations based on the credit profile of applicants and their subsequent approval/booking rates; presented findings to the senior management Credit Committee
- Used statistical methods to create the credit criteria and subsequent strategies for processing small business loans
- Analyzed the risk profile of current customers to make enhancements to the consumer loan credit criteria

Bank of New York, Newark, Delaware

December 2001-March 2003

BUSINESS STRATEGY ANALYST

- Developed credit risk policy recommendations for the consumer loan portfolio by analyzing delinquency trends
- Supported ad-hoc data requests from senior management in regard to consumer loan and business lending portfolios
- Provided analytical support for optimization of promotional efforts related to business marketing campaigns
- Programmed the mainframe application decisioning system with application processing strategies
- Developed and published weekly tracking reports of marketing campaigns for senior management
- Presented results of statistical analyses to senior management and recommended courses of action in relation to targeted marketing campaigns

Technical Skills

SQL, SAS, SI CHAID, Knowledge Studio, Cognos, StrategyWare, E-Views, Limdep
Familiar using data in Oracle, UNIX and Mainframe Server Environments

Education

Master of Science in Economics

Concentration in Finance, University of Delaware, Newark, DE, 3.66/4.0 GPA

Bachelor of Science in Economics

Concentration in Applied Economics, University of Delaware, Newark, DE, 3.48/4.0 GPA

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED
FEB 02 2016
CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name: MIKE BOUDREAUX
(Please Print)

Appointment to: MEASURE H OVERSIGHT COMMITTEE
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED]
PORTERVILLE, CALIF 93257

Mailing Address: _____

Name of Business: RETIRED
☐ Own ☐ Operate

Business Address: _____

Telephone: Home [REDACTED]

Work _____

FAX _____

E-mail [REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: RETIRED TULARE COUNTY DEPUTY
SHERIFF AFTER 30 YEARS SERVICE.

☐ Resume attached

☐ Letter of request attached

Submitted By: Mike Boudreau 1-31-17
Date

Received by: _____

Forwarded to: City Clerk ☒ Date: 2-2-17

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: 2-7-17

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED
NOV 09 2016
CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name: BARRI CARLAN
(Please Print)

Appointment to: TUOC OVERSIGHT
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED]
PORTERVILLE

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home [REDACTED]
Work _____
FAX _____
E-mail _____

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: _____

Familiar with: _____

- GOOD GOVERNANCE

- ACCOUNTING PRINCIPLES

- CIVIC OVERSIGHT

VERY INTERESTED TO HELP INSURE SALES TAX FUNDS
ARE USED PROPERLY

☐ Resume attached

☐ Letter of request attached

Submitted By: _____

11/9/2016
Date

Received by: _____

Patricia H. H. H.

Forwarded to: City Clerk



Date:

11-9-16

City Council



Date:

City Manager



Date:

Applicable Dept.



Date:

Tentative Council Mtg Date: _____

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED
FEB 08 2016
CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name: JERRY C. CLARK
(Please Print)

Appointment to: MEASURE "H" OVERSIGHT COMMITTEE
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED]

Mailing Address: [REDACTED]

Name of Business: Retirpal
☐ Own ☐ Operate

Business Address: _____

Telephone: Home [REDACTED]

Work N/A

FAX _____

E-mail [REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

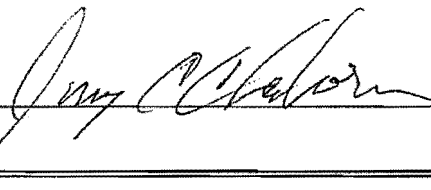
☒ Yes

☐ No

Qualifications: Notified SHERIFF Det Sgt Juhare County
Local Res: Decade since 1981

☐ Resume attached

☐ Letter of request attached

Submitted By: 

02/01/2017
Date

Received by: _____

Forwarded to: City Clerk



Date:

2-2-17

City Council



Date:

City Manager



Date:

Applicable Dept.



Date:

Tentative Council Mtg Date:

2-7-17

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED
DEC 20 2016
CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name: Daniel J. Stadtherr

(Please Print)

Appointment to: Transactions and Use Tax Oversight Committee

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address:

[REDACTED]

Porterville, CA 93257

Mailing Address:

Name of Business: Wally's Hardware (Retired)

☐ Own

☐ Operate

Business Address:

N.A.

N.A.

Telephone: Home

[REDACTED]

Work

[REDACTED]

FAX

[REDACTED]

E-mail

[REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No



Qualifications: _____

B.S. Business Administration Cal State Bakersfield

40 years retail management experience

25 years business owner

Past president Porterville Breakfast Lions

Past secretary " " "

Past treasurer " " "

10 years treasurer Porterville Education Foundation

Past member Porterville CoFC Board

☐ Resume attached

☐ Letter of request attached

Submitted By: Samuel J. Stadelbauer 12-8-16
Date

Received by: PATRICE HILDRETH

Forwarded to: City Clerk ☒ Date: 12/20/16

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: 1-20-17 2-7-17



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Consider Establishing a Permit to Allow Residents to Modify the Even/Odd Watering Schedule

SOURCE: City Manager's Office

COMMENT: At its meeting on January 17th, the City Council approved Vice Mayor Ward's request to consider establishing a permit to allow residents to modify the even/odd watering schedule as a Scheduled Matter at its February 7th meeting.

Pursuant to the City's Drought Response plans, the mandatory odd/even watering schedule dictates that odd addresses in the city allow for outdoor watering on Saturdays, and even addresses allow for outdoor watering on Sundays. Due to personal and professional limitations for some local residents, Vice Mayor Ward has indicated the interest for residents to secure either a no- or low-cost permit through the City to allow for outdoor watering on the alternate day of the weekend.

RECOMMENDATION: That the City Council consider the establishment of a permit to allow residents to modify the even/odd watering schedule.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Consider Establishing a Fine for Violating the City's Sign Ordinance

SOURCE: City Manager's Office

COMMENT: At its meeting on January 17th, the City Council approved Vice Mayor Ward's request to consider establishing a fine for violating the City's Sign Ordinance as a Scheduled Matter at its February 7th meeting.

Violations of the City's Sign Ordinance are currently administered similar to most code enforcement violations, in that voluntary compliance is first sought to remedy the violation. Generally, a period of time is allowed to gain compliance, prior to initiating a sequencing of further notices of violation and progressive fines for failure to comply. Specific to signage, generally the property owner is responsible for violations and corresponding fines.

RECOMMENDATION: That the City Council consider the establishment of a fine for violating the City's Sign Ordinance.

ATTACHMENTS:

1. Municipal Code: Administrative Citations
2. Municipal Code - Signs

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Chapter Article XIV ADMINISTRATIVE CITATIONS

2-141: LEGISLATIVE FINDINGS AND STATEMENT OF PURPOSE:

- A. **Alternative Method Of Enforcement:** The city council hereby finds that there is a need for an alternative method of enforcement for minor violations of this code, or state codes specifically adopted by reference in the applicable chapters of this code. The city council further finds that an appropriate method of enforcement for minor violations is an administrative citation program as authorized by Government Code section 53069.4.
- B. **Procedures Additional To Other Remedies:** The procedures established in this article shall be in addition to criminal, civil or any other legal remedy established by law, which may be pursued to address violations of this code and state codes specifically adopted by reference in the applicable chapters of this code.
- C. **City Goals:** The city council hereby finds and determines that enforcement of this code, other ordinances adopted by the city, conditions on entitlements and terms and conditions of city agreements are matters of local concern and serve important public purposes. Consistent with its powers as a charter city, the city of Porterville adopts this administrative citation program provision in order to achieve the following goals, and:
1. To protect the public health, safety and welfare of the citizens of the city;
 2. To gain compliance with this code and state codes specifically adopted by reference in the applicable chapters of this code in a timely and efficient manner;
 3. To provide a method to hold parties responsible when they fail or refuse to comply with the provisions of this code and state codes specifically adopted by reference in the applicable chapters of this code;
 4. To minimize the expense and delay where the sole remedy is to pursue responsible parties in the civil or criminal justice system;
 5. To provide for an administrative process to appeal the imposition of administrative citations and fines.
- D. **Purpose:** The purpose of this article is to enable the city, acting as a charter city pursuant to article XI, sections 5 and 7 of the state constitution, to impose and collect civil

administrative fines in conjunction with the enforcement of provisions of this code or state codes specifically adopted by reference in the applicable chapters of this code.

Notwithstanding the provisions herein, the city has, and shall continue to employ, the philosophy of voluntary compliance when seeking compliance with this code and state codes specifically adopted by reference in the applicable chapters of this code.

E. Voluntary Compliance: Prior to the implementation of the enforcement policies and penalties stated herein, voluntary compliance approaches, when practical, should first be used in order to educate city property owners and businesses concerning the requirements of this code, or state codes specifically adopted by reference in the applicable chapters of this code, and the corrective action necessary to correct a violation of this code and state codes specifically adopted by reference in the applicable chapters of this code.

F. Use Of Provisions Discretionary: Use of this article shall be at the sole discretion of the city. (Ord. 1720 § 3, 5-1-2007)

2-142: DEFINITIONS:

The following terms shall mean:

ENFORCEMENT OFFICER: Any officer or employee with the authority to enforce this code, and state codes specifically adopted by reference in the applicable chapters of this code.

HEARING OFFICER: Any person appointed by the city manager to preside over the administrative hearings provided for in this article.

RESPONSIBLE PERSON: Any individual or entity who is the registered owner or occupant of real property, owner or authorized agent of any business, company, or entity, or the parent or the legal guardian of any person under the age of eighteen (18) years, who causes or maintains a violation of this code or state codes specifically adopted by reference in the applicable chapters of this code. (Ord. 1720 § 3, 5-1-2007)

2-143: AUTHORITY:

A. Issuance Of Citation: Any person violating any provision of this code, or state codes specifically adopted by reference in the applicable chapters of this code, may be issued an administrative citation by an enforcement officer as provided in this chapter. A

violation of this code includes, but is not limited to: all violations of this code, and applicable state codes, ordinances or regulations adopted by the city council; or the failure to comply with any condition imposed by any entitlement, permit, agreement or environmental document issued or approved under the provisions of this code.

B. Each Day A Separate Offense: Each and every day a violation exists may constitute a separate and distinct offense.

C. Civil Fine: A civil fine shall be assessed by means of an administrative citation issued by the enforcement officer and shall be payable directly to the city of Porterville. (Ord. 1720 § 3, 5-1-2007)

2-144: VIOLATIONS, PENALTIES AND ENFORCEMENT:

The city council of the city of Porterville intends to secure compliance with the provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code. To the extent that such compliance may be achieved by less drastic methods of enforcement, the following alternate, separate and distinct methods may be utilized. Each method set forth herein is intended to be mutually exclusive and does not prevent concurrent or consecutive methods being used to achieve compliance against continuing violations. Each and every day any such violations exist constitutes a separate offense.

Notwithstanding any other provision of this code, and state codes specifically adopted by reference in the applicable chapters of this code, each violation of the provisions of this code may be enforced alternatively as follows:

A. Misdemeanor: Unless otherwise specified in this code, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code, and state codes specifically adopted by reference in the applicable chapters of this code, may be prosecuted for a misdemeanor. Written citations for misdemeanors may be issued by police officers or by nonsafety employees designated by this code. Any person convicted of a misdemeanor under the provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code, shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.

B. Infraction: In the alternative, with the concurrence of the city attorney, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code, and state codes specifically adopted by reference in the applicable chapters of this code, may be prosecuted for an infraction. Written citations for infractions may be issued

by police officers or nonsafety employees designated by this code. Unless otherwise set forth in this code, fines shall be assessed in the amounts specified as follows:

1. A fine not exceeding one hundred dollars (\$100.00) for a first violation;
2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same ordinance within twelve (12) months, or five hundred dollars (\$500.00) for building and safety code violations;
3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within twelve (12) months, or one thousand dollars (\$1,000.00) for building and safety code violations.

C. Civil Action: The city attorney, or an attorney hired for such purposes by and at the request of the city council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition(s) found to be in violation of the provisions of this code, or state codes specifically adopted by reference in the applicable chapters of this code, as provided by law, and the city shall be entitled to its attorney fees and costs.

D. Administrative Citation: Upon a finding by the city official vested with the authority to enforce the various provisions of this code, or state codes specifically adopted by reference in the applicable chapters of this code, that a violation exists, he or she may issue an administrative citation under the provisions of this article. (Ord. 1720 § 3, 5-1-2007)

2-145: SERVICE PROCEDURES:

An administrative citation on a form approved by the city manager shall be issued to the responsible person by an enforcement officer for violations of this code, or state codes specifically adopted by reference in the applicable chapters of this code, in the following manner:

A. Personal Service: In any case where an administrative citation is issued:

1. The enforcement officer shall attempt to locate and personally serve the responsible person and obtain the signature of the responsible person on the administrative citation.
2. If the responsible person served refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the administrative citation or of subsequent proceedings.

- B. **Service Of Citation By Mail:** If the enforcement officer is unable to locate the responsible person, the administrative citation shall be mailed to the responsible person by certified mail, postage prepaid, with a requested return receipt. Simultaneously, the citation may be sent by first class mail. If the citation is sent by certified mail and returned unsigned, then service shall be deemed effective pursuant to first class mail, provided the citation sent by first class mail is not returned.
- C. **Service By Citation By Posting Notice:** If the enforcement officer does not succeed in serving the responsible person personally, or by certified mail or regular mail, the enforcement officer shall post the administrative citation on any real property within the city where the city has knowledge that the responsible person has a legal interest, and such posting shall be deemed effective service. (Ord. 1720 § 3, 5-1-2007)

2-146: CONTENTS OF NOTICE:

Each administrative citation shall contain the following information:

- A. Date, approximate time, and address or definite description of the location where the violation(s) was observed;
- B. The code sections or conditions violated and a description of the violation(s);
- C. An order to the responsible person to correct the violations within the time specified, and an explanation of the consequences of failure to correct the violation(s);
- D. The amount of the fine for the violation(s);
- E. An explanation of how the fine shall be paid and the time period by which it shall be paid;
- F. Identification of rights of appeal, including the time within which the citation may be contested and the place to obtain a request for hearing form to contest the administrative citation; and

G. The name and signature of the enforcement officer.

H. If possible, the signature of the responsible person. (Ord. 1720 § 3, 5-1-2007)

2-147: SATISFACTION OF ADMINISTRATIVE CITATION:

Upon receipt of a citation, the responsible person shall:

- A. Pay the fine to the city within fifteen (15) working days from the issuance date of the administrative citation. All fines assessed shall be payable to the city of Porterville. Payment of a fine shall not excuse or discharge the failure to correct the violation(s) nor shall it bar further enforcement action by the city; and
- B. Remedy the violation(s). If the responsible person fails to correct the violation(s), subsequent administrative citations may be issued for the same violation(s). The amount of the fine for failure to correct the violation shall increase at a rate specified in this article or by ordinance. (Ord. 1720 § 3, 5-1-2007)

2-148: APPEAL OF ADMINISTRATIVE CITATION:

Any recipient of an administrative citation may contest that there was a violation of this code, or state codes specifically adopted by reference in the applicable chapters of this code, or that he or she is the responsible person by completing a request for hearing form and returning it to the city within fifteen (15) working days from the issuance date of the administrative citation, together with an advanced deposit (full amount) of the fine. Any administrative citation fine, which has been deposited, shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not the responsible person for the violation(s) or that there was no violation(s) as charged in the administrative citation. (Ord. 1720 § 3, 5-1-2007)

2-149: HEARING OFFICER:

The city manager shall designate the hearing officer for the administrative citation hearing. The hearing officer shall not be a current Porterville city employee. The employment, performance evaluation, compensation and benefits of the hearing officer, if any, shall not be directly or indirectly conditioned upon the amount of administrative citation fines upheld by the hearing officer. (Ord. 1720 § 3, 5-1-2007)

2-150: HEARING PROCEDURE:

- A. Request For Hearing: No hearing to contest an administrative citation before a hearing officer shall be held unless and until a request for hearing form has been completed and submitted, and the fine has been deposited in advance.
- B. Setting Date For Hearing: A hearing before the hearing officer shall be set for a date that is not less than fifteen (15) working days and not more than sixty (60) working days from the date that the request for hearing is filed in accordance with the provisions of this article. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) working days prior to the date of the hearing.
- C. Considering Evidence: The enforcement hearing officer shall only consider evidence that is relevant to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s) of this code, or state codes specifically adopted by reference in the applicable chapters of this code, on the date(s) specified in the administrative citation.
- D. Testimony And Witnesses Allowed: The responsible person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation.
- E. Failure To Appear: The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.
- F. Evidence Of Facts: The administrative citation and any additional documents submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

- G. **Submission Of Additional Written Report To Hearing Officer:** If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be served by mail on the person requesting the hearing at least five (5) working days prior to the date of the hearing. At least ten (10) working days prior to the hearing, the recipient of an administrative citation shall be provided with copies of the citations, reports and other documents submitted or relied upon by the enforcement officer. No other discovery is permitted. Formal rules of evidence shall not apply.
- H. **Continuation Of Hearing:** The hearing officer may continue the hearing and request additional information from the enforcement officer or the recipient of the administrative citation prior to issuing a written decision. (Ord. 1720 § 3, 5-1-2007)

2-151: HEARING OFFICER'S DECISION:

- A. **Issuance Of Written Decision:** After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision within ten (10) working days of the close of the hearing to uphold or deny the administrative citation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final, subject to judicial review.
- B. **Citation Upheld:** If the hearing officer determines that the administrative citation should be upheld, then the fine amount on deposit with the city shall be retained by the city.
- C. **Citation Dismissal:** If the hearing officer determines that the administrative citation should be dismissed, the city shall refund the amount of the deposit within ten (10) working days of the date of its receipt of the decision.
- D. **Notice Of Decision To Recipient:** The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision in the manner prescribed above. (Ord. 1720 § 3, 5-1-2007)

2-152: FAILURE TO PAY FINES:

The failure of any person to pay the civil fines assessed by an administrative citation within the time specified on the citation may result in the matter being referred to the city of Porterville - finance, to file a claim with the small claims court. Alternatively, the city may pursue any other legal remedy to collect the civil fines. The city may also recover all of its collection costs, including its attorney fees. (Ord. 1720 § 3, 5-1-2007)

2-153: RIGHT TO JUDICIAL REVIEW:

Any person aggrieved by a decision of a hearing officer on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Tulare County superior court in accordance with the time lines and provisions as set forth in California Government Code section 53069.4. (Ord. 1720 § 3, 5-1-2007)

2-154: NOTICES:

A. The administration citation and all notices to be given by this article shall be served on the responsible person in accordance with the provisions of this article.

B. Failure to receive any notice specified in this article does not affect the validity of proceedings conducted hereunder. (Ord. 1720 § 3, 5-1-2007)

2-155: SEVERABILITY:

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this article. The city council hereby declares that it would have passed this article and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional. (Ord. 1720 § 3, 5-1-2007)

ARTICLE 305. SIGNS¹

305.01: PURPOSE:

The purpose of this article is to establish regulations to ensure the orderly display of signs as a citywide information system, consistent with state and federal law. These regulations recognize the desire and need of each individual, business, firm or corporation to identify its place of residence, business or service, and realizing that the indiscriminate erection, location, illumination, coloring, size, and lack of proper maintenance of signs and advertising structures constitutes a significant contributing factor detrimental to the well being and continuing activity of a city's people and economy. Specifically, these regulations are intended to:

- A. Assure that all signs and advertising structures are designed, erected and maintained in a manner to enhance, rather than detract from, the ultimate design and appearance of the affected locality, and do not impair the view of nearby or adjacent signs;
- B. Prohibit the installation and maintenance of signs or advertising structures that unduly distract motorists' attention from driving, and which detract from attention to traffic movement and to signs and signals promoting traffic safety;
- C. Prevent the installation and maintenance of signs or advertising structures that individually or collectively have an injurious effect on the morale of the people and the economic well being of the city;
- D. Assure that size and location of signs and advertising structures do not constitute an obstacle to effective fire protection and firefighting techniques; nor constitute a direct or potential danger to vehicular or pedestrian traffic, especially in the event of structural failure during the period of inclement weather and earthquakes or in the event of impaired vision due to improper size or location; and
- E. Otherwise protect the public health, safety, morale, and promote the public welfare. (Ord. 1828, 11-3-2015)

305.02: POLICIES:

The policies and principles stated in this section apply to all signs within the regulatory scope of this article, and to all procedures set forth in, or invoked by, this article. These policies are to prevail over any other provision to the contrary, even if more specific.

- A. Permit Requirement: Unless expressly exempted by a provision of this article, or by other applicable law, signs within the regulatory scope of this article may be displayed only pursuant to a permit issued by the city.
- B. Message Neutrality: It is the city's policy to regulate signs in a constitutional manner that is content neutral as to noncommercial signs and viewpoint neutral as to commercial signs.
- C. Regulatory Interpretations: All regulatory interpretations of this article are to be exercised in light of the city's message neutrality policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this article, or wherever a sign does not qualify as a "structure" as defined in the building code, then the zoning administrator shall approve, conditionally approve, or disapprove the application based on the most similar sign type that is expressly regulated by this article.
- D. Substitution Of Messages: Subject to the property owner's consent, a noncommercial message of any type may be substituted for any duly permitted or allowed noncommercial message, provided that the sign structure or mounting device is legal without consideration of the message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this article. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over any other noncommercial message. This provision does not create the right to increase the total amount of signage on a parcel, lot or land use; does not affect the requirement that a sign structure or mounting device be properly permitted; does not allow a change in the physical structure of a sign or its mounting device; does not allow the substitution of an off site commercial message in place of an on site commercial message; and does not allow one particular on site commercial message to be substituted for another without a permit.
- E. Rules For Noncommunicative Aspects Of Signs: All rules and regulations concerning the noncommunicative aspects of signs, such as location, size, height, illumination, spacing, orientation, etc., stand enforceable independently of any permit or approval process.

- F. Sites Of Noncommercial Message Signs: The on site/off site distinction applies only to commercial messages on signs.
- G. Property Owner's Consent: No sign may be displayed without the consent of the legal owner(s) of the property on which the sign is mounted or displayed. For purposes of this policy, "owner" means the holder of the legal title to the property and all parties and persons holding a present right to possession, control or use of the property.
- H. Legal Nature Of Signage Rights And Duties: As to all signs attached to property, real or personal, the signage rights, duties and obligations arising from this article attach to and travel with the land or other property on which a sign is mounted or displayed. This provision does not modify or affect the law of fixtures, sign related provisions in private leases regarding signs (so long as they are not in conflict with this article), or the ownership of sign structures.
- I. Sign Programs: Sign programs for specific developments, as well as special sign districts or special sign overlay zones, when approved by the approving authority, may modify the rules stated herein as to sign size, height, number, illumination, spacing, orientation or other noncommunication aspects of signs, but may not override or modify any of the basic policies stated in this section. All the provisions of this section shall automatically apply to, and be deemed a part of, any sign program after the date on which this provision is initially adopted.
- J. Severance: If any section, sentence, clause, phrase, word, portion or provision of this article is held invalid, or unconstitutional, or unenforceable by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this article which can be given effect without the invalid portion. In adopting this article, the city council affirmatively declares that it would have approved and adopted the article even without any portion which may be held invalid or unenforceable. (Ord. 1828, 11-3-2015)

305.03: APPLICABILITY:

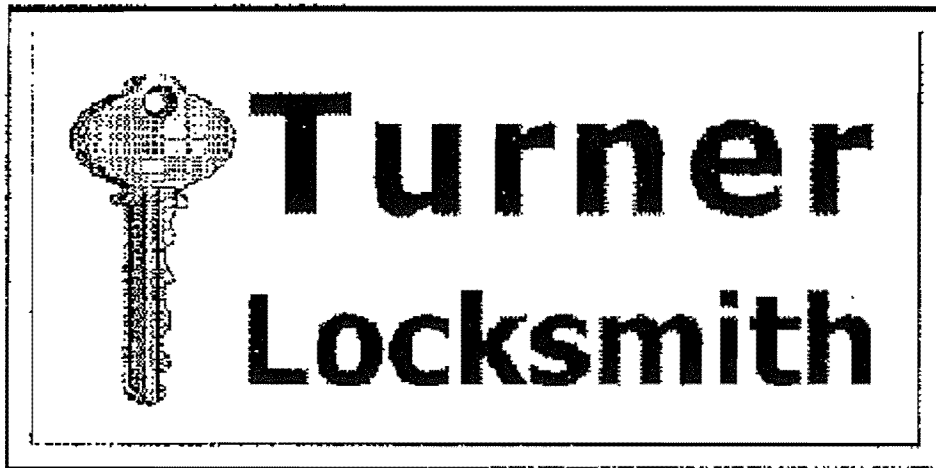
The requirements and development standards in this article apply to signs in all zoning districts, unless otherwise specified. (Ord. 1828, 11-3-2015)

305.04: DESIGN PRINCIPLES:

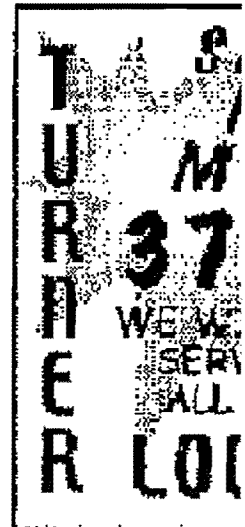
- A. Architectural Compatibility: A sign (including its supporting structure, if any) shall be designed as an integral design element of a building's architecture and architecturally compatible, including color and scale, with any building to which the sign is to be attached and with surrounding structures. A sign that spills over "natural" boundaries or architectural features and obliterates parts of upper floors of buildings, or is detrimental to visual order is not permitted.
- B. Consistency With Area Character: A sign shall be consistent with distinct area or district characteristics and incorporate common design elements such as sign materials or themes. Where a sign is located in close proximity to a residential area, the sign shall be designed and located so it has little or no impact on adjacent residential neighborhoods.
- C. Legibility: The proportion of the elements of the sign's message, including logos, letters, icons and other graphic images, shall be selected based on the anticipated distance and travel speed of the viewer. Colors chosen for the sign text and/or graphics shall have sufficient contrast with the sign background in order to be easily read during both day and night hours.

FIGURE 305.04C: LEGIBILITY OF SIGNS

This:



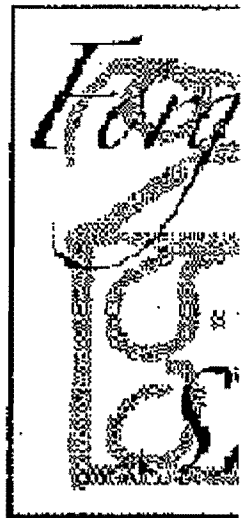
Not This:



This:



Not This:



D. Finish: Signs shall have finished edges with a clean, smooth, consistent surface. Lettering on the sign is to be of complementary size, proportion and font and either carved, routed, painted or applied.

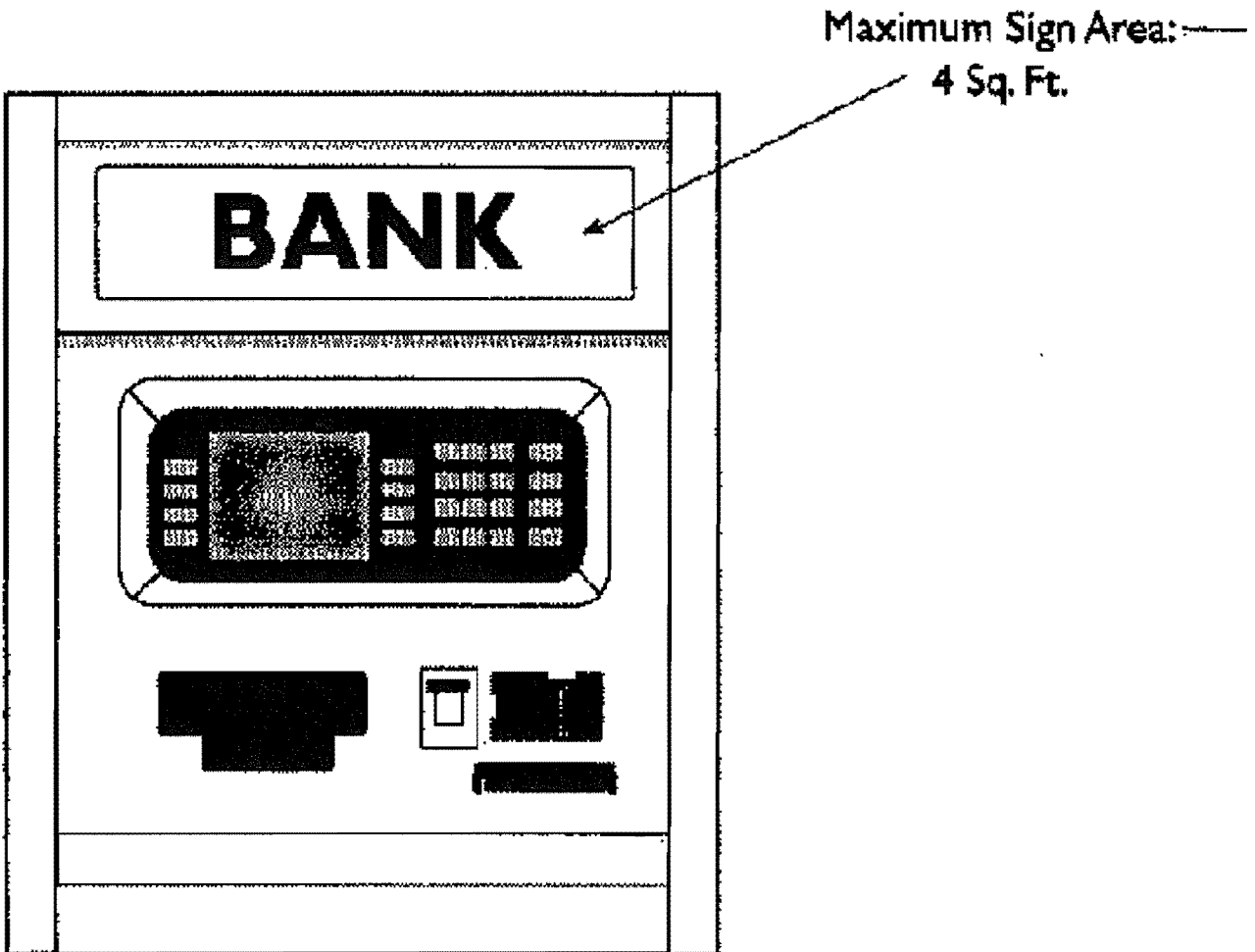
E. Visibility: A sign shall be conspicuous and readily distinguishable from its surroundings. (Ord. 1828, 11-3-2015)

305.05: EXEMPT SIGNS:

The following signs are exempt from the permit requirements of this article, and they do not count toward the total sign number or area limit for a site, provided that they conform to the specified standards and obtain building permits when required by law.

- A. Civic Signs: Signs for historical or memorial buildings, when constructed of bronze or other incombustible materials or cut into any masonry surface and installed by a civic organization recognized by the city council.
- B. Change Of Business Signs: A temporary attachment or covering of wood, plastic, or canvas over a permanent sign may be displayed no longer than thirty (30) days following the change of ownership, or up to ninety (90) days following issuance of a building permit. The sign shall be no larger than the previously permitted permanent sign.
- C. Construction Signs: One sign, with a maximum sign area of thirty two (32) square feet, per street frontage on real property where construction, structural alteration or repair is to take place, or is taking place. Construction signs shall be removed upon final building inspection.
- D. Equipment Signs: Signs, not more than four (4) square feet in area, incorporated into displays, machinery or equipment by a manufacturer, distributor or vendor, such as signs customarily fixed to automated teller machines (ATMs), gasoline pumps, vending machines, menu boards and umbrellas.

FIGURE 305.05D: EQUIPMENT SIGNS



E. Flags: Flags with the display of only noncommercial speech.

F. Handbills: Handbills, advertising circulars, etc., must comply with the standards and licensing contained in chapter 3, article II of the municipal code.

G. Identification Signs: A maximum of one sign per apartment house, boarding or rooming house or similar use, not exceeding six (6) square feet in area.

- H. Information Signs: A maximum of two (2) signs per building within six feet (6') of the building entrances for commercial, industrial, and office uses, not exceeding six (6) square feet per building. Government uses, in addition to the aforementioned six (6) square feet per building, may include not more than one shadowbox with not more than ten (10) square feet of display area.
- I. On Site Signs: Up to two (2) on site signs for public or private developments, not exceeding four (4) square feet in area per face, and not exceeding forty eight inches (48") in height, provided such signs are not prohibited or further regulated by other sections of this article or any other ordinance of the city. Uses that include a drive-through service window are allowed one additional sign per this exemption.
- J. For Sale Or Rent Signs: Properties or leased spaces may display not more than one on site sign with a maximum size of six (6) square feet (excluding rider signs no larger than a total of 6 square feet) and a maximum height of six feet (6') in the R districts, and a maximum size of thirty two (32) square feet and a maximum height of eight feet (8') in all other districts, per street frontage of a parcel when the property is currently for sale or rent. Such signs shall be removed within five (5) days following close of escrow or finalization of sale, rental or lease.
- K. Reader Panels: Permanent reader panels for public, charitable, or religious institutions provided said reader panels are located on the property to which such reader panels pertain and do not exceed twenty (20) square feet in total area per face nor more than ten feet (10') in height, and further provided said reader panels are located in such a manner as not to constitute a hazard to vehicular or pedestrian traffic. Electronic reader boards which otherwise comply with the signage requirements of the zone in which they are located, and do not include animation, characters, flashing, or similar rapid movements, and which are programmed to change messages no more frequently than once every three (3) seconds shall also be allowed as exempt signs for public, charitable or religious institutions.
- L. Sponsorship Signs: One sign per business provided by said business, which sponsors and contributes to the sports activities upon public premises, not to exceed thirty six (36) square feet in area, per site shall be permitted for a period not to exceed ninety (90) days preceding the event or season. Such sign shall be removed within fifteen (15) days after the event or season.
- M. Transit Signs: Bus stop, shelter, and bench advertisement displays as permitted by the transit advertising policy. (Ord. 1828, 11-3-2015)

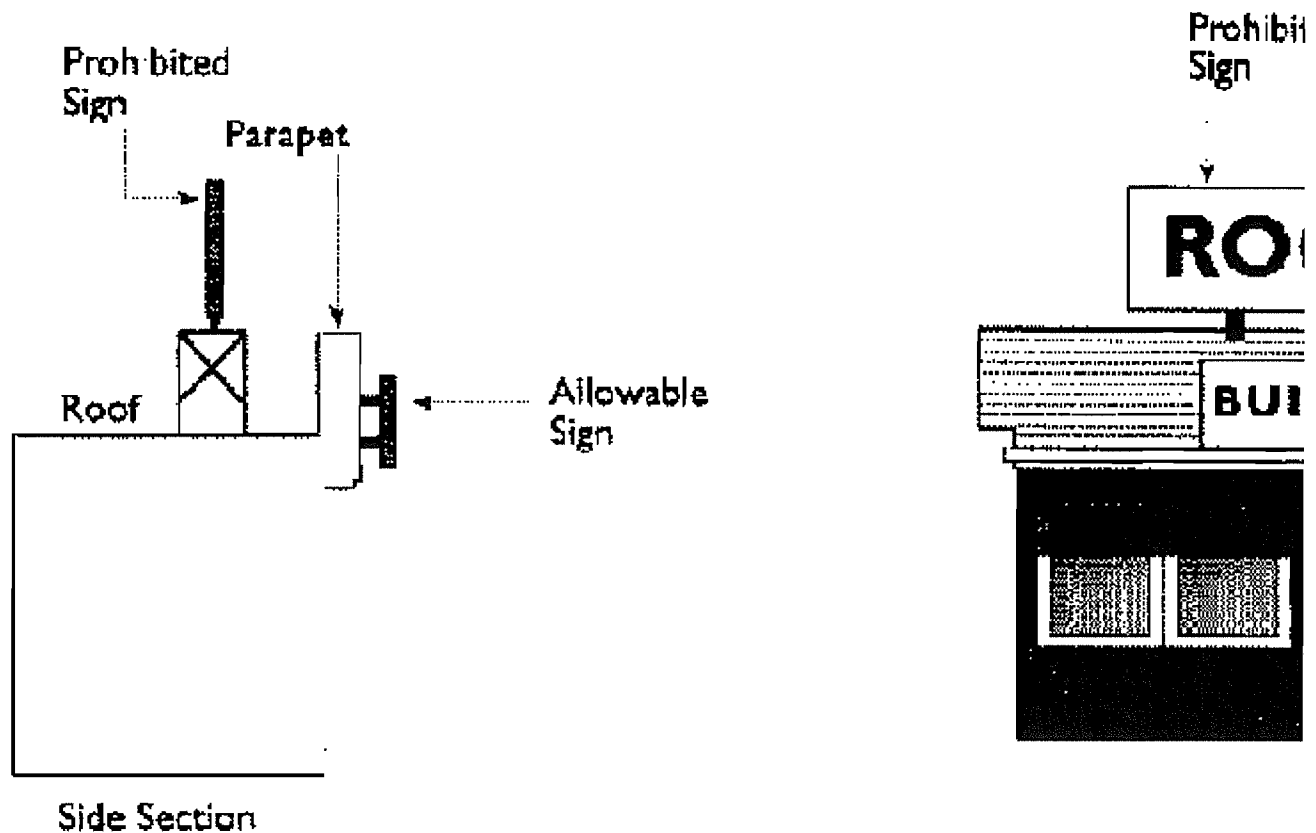
305.06: PROHIBITED SIGNS:

The following types of signs and devices are specifically prohibited:

- A. **Animated, Flashing Or Moving Signs:** Signs that incorporate flashing, moving, rotating, pulsating or intermittent lighting, with the exception of changeable copy message center display signs and barber poles, except as allowed elsewhere in this article. Any sign that, because of brilliant lighting, interferes with the enjoyment of surrounding residential property or interferes with traffic, vehicular or pedestrian, is prohibited.
- B. **Balloons, Banners, Streamers And Pennants:** Signs, balloons, banners, pennants, or any other advertising display constructed of cloth, canvas, light fabric, paper, cardboard, wallboard or other light materials, except awnings or as allowed for automobile/vehicle sales and leasing establishments, or in section 305.11, "Temporary Signs", of this article.
- C. **Billboards:** Any sign directing attention to a business, service, or product that is not conducted, sold, produced, or offered by any use on the same lot, or which identifies by brand name a product which, although sold on the premises, does not constitute one of the principal items for sale on the premises unless otherwise provided by the California outdoor advertising act².
- D. **Emissions:** Signs that produce noise in excess of forty (40) decibels, excluding voice units at drive-through facilities, and signs that emit odor or visible smoke, vapor or particles.
- E. **Fence Signs:** Signs attached or painted on fences or freestanding walls that are not part of a building, except for subdivision entry signs as allowed in subsection 305.08B of this article.
- F. **Obscenities:** Signs that depict, describe or relate to "specified sexual activities" or "specified anatomical areas" as defined in article 700, "List Of Terms And Definitions", of this chapter.
- G. **Obstructions To Exits:** Signs erected, constructed or maintained which obstruct any firefighting equipment, fire escape, required exit or door opening intended as a means of egress, unless approved by the fire marshal.

- H. Obstructions To Driver Visibility: Signs in corner cutoffs and lines of sight in accordance with the provisions of section 300.16, "Visibility At Driveways And Intersections (Sight Distance)", of this series.
- I. Obstructions To Ventilation: Signs that interfere with any opening required for ventilation.
- J. Portable Signs: Signs not permanently attached to, mounted upon or affixed to a building, structure or the ground, except as otherwise provided herein.
- K. Posters: Posters of a temporary character that are tacked, painted, pasted or otherwise placed or affixed and made visible from a public way, on the walls of buildings, on barns, sheds, trees, fences, utility poles or other structures, sidewalks or patios, except as otherwise provided in this article. This subsection excludes signs placed in windows per subsection 305.10E of this article.
- L. Roof Signs: Signs erected or painted upon, over or above the roof of a building or structure, or any sign affixed to the wall of a building so that it projects above the ridgeline or top of parapet, except as allowed in this article.

FIGURE 305.06L: ROOF SIGNS



M. Signs Creating Traffic Hazards: Signs that simulate in color, size or design any traffic control sign, signal or device, or that make use of words, symbols or characters in a manner that interferes with, misleads or confuses pedestrian or vehicular traffic. No sign, light or advertising structure shall be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic, or in such a manner as to obstruct free and clear vision at any location where, by reason of the position, shape, color or movement may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device.

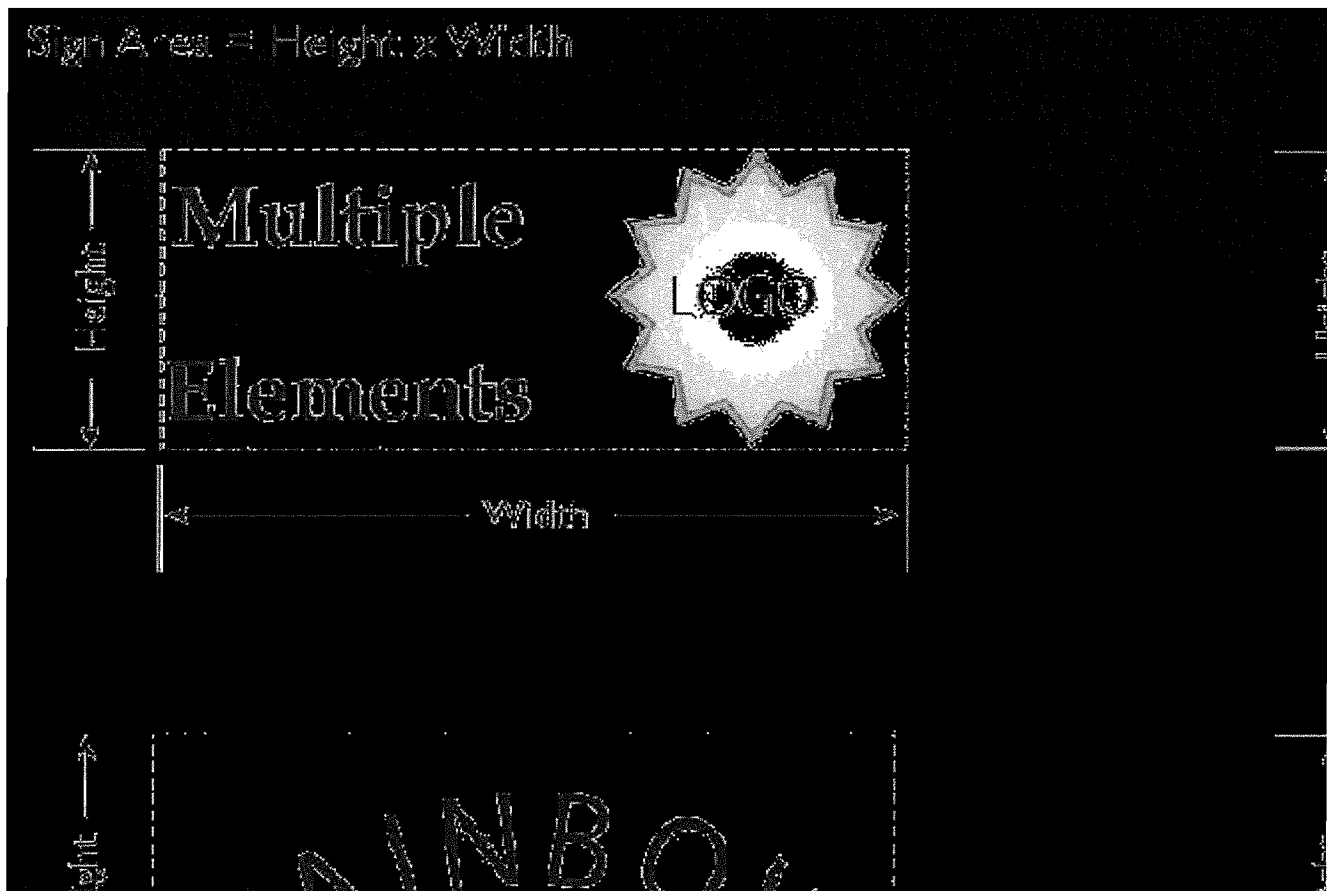
N. Signs On Public Property: Signs affixed to or attached to public lands, including, but not limited to, public rights of way, parks, buildings, storm drainage basins, and other public facilities, or signs affixed to public amenities or public facilities or other public property on said public lands, are prohibited. When associated with rental or reservation of a public facility, signs may be temporarily attached to public property, so long as they are attached in such a manner that the removal of the sign does not cause any damage to the public property. Such signs must be removed at the end of the reservation period. (Ord. 1828, 11-3-2015)

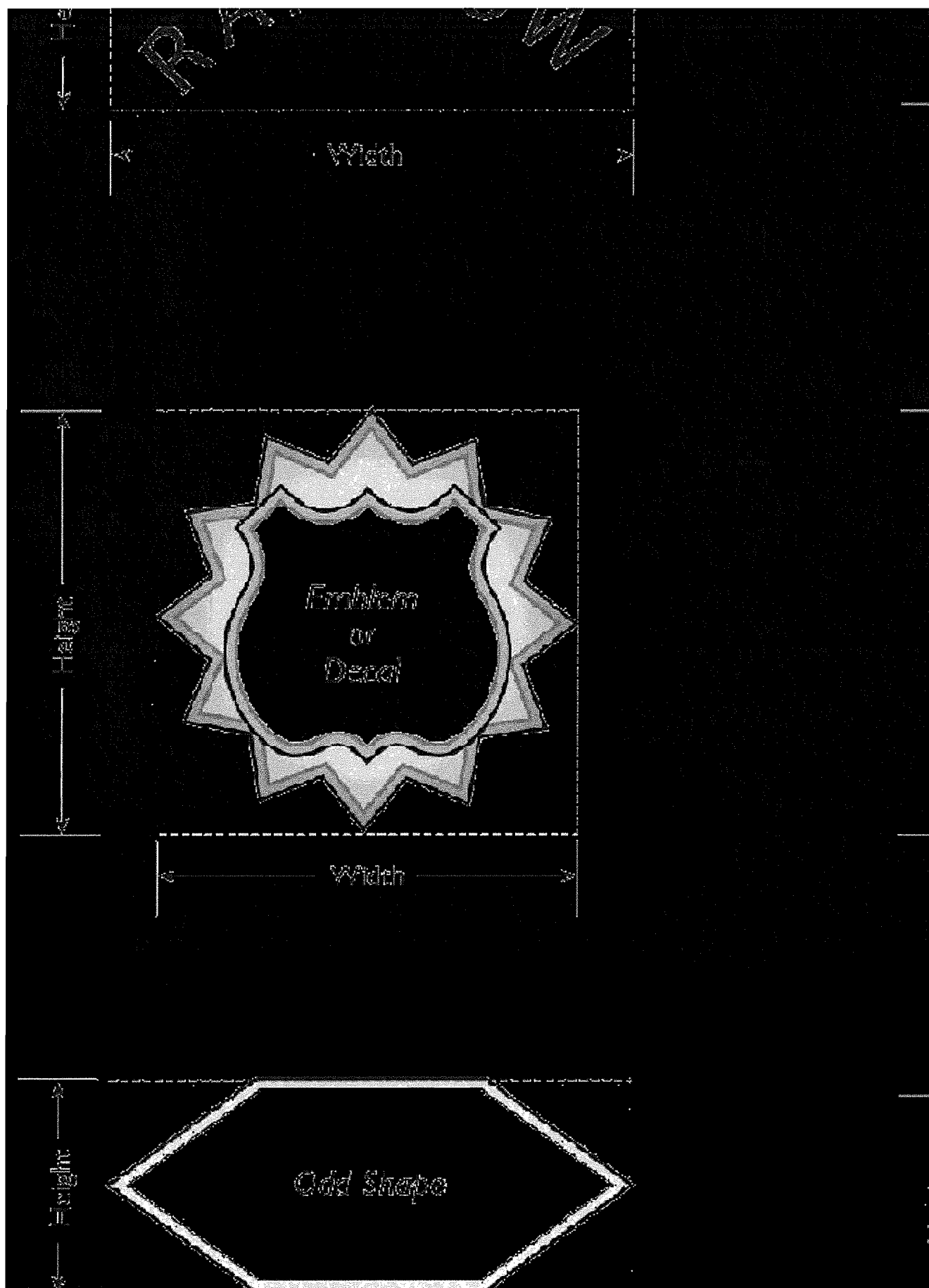
305.07: GENERAL STANDARDS:

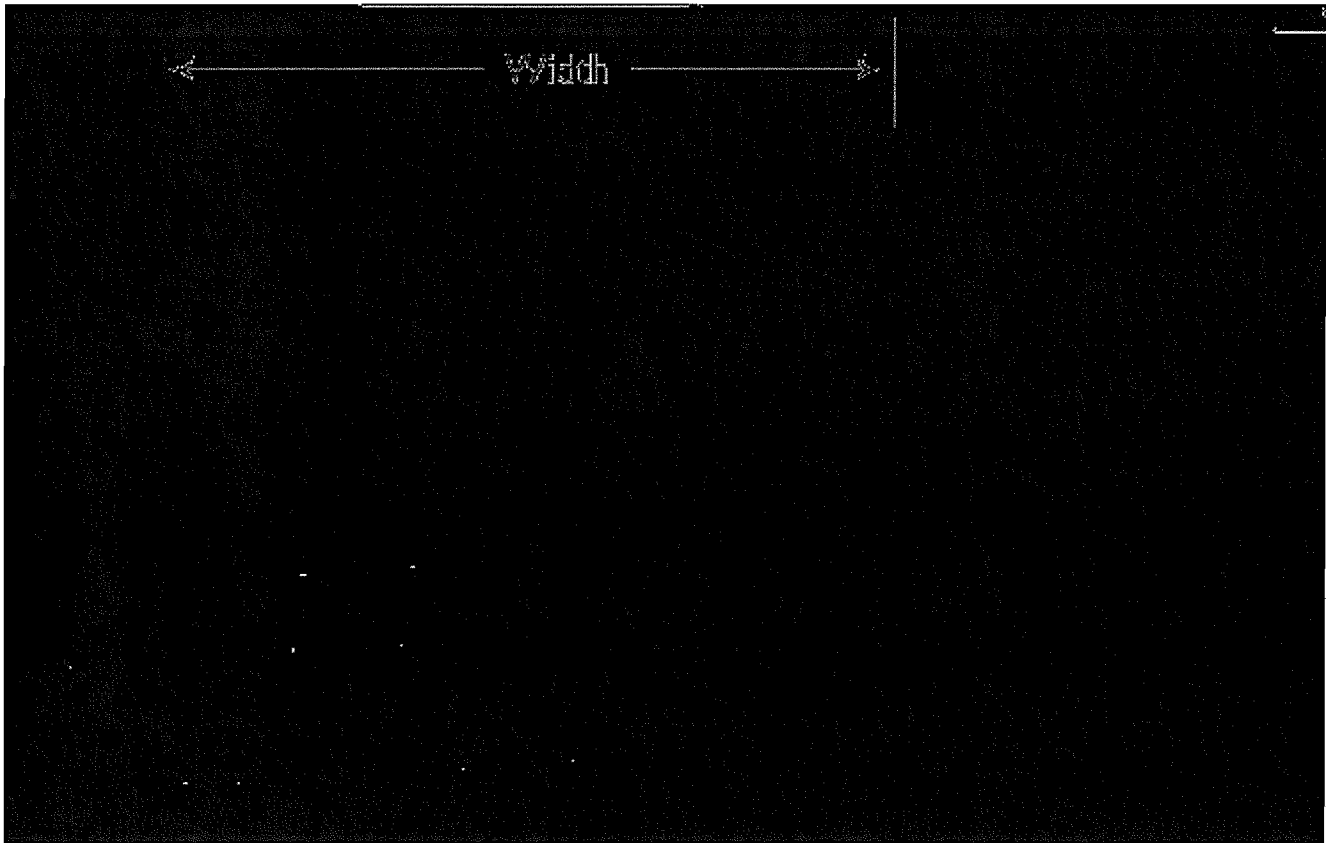
This section establishes general physical standards and requirements. More detailed standards applicable to specific sign types (e.g., wall signs, awning signs) are in section 305.10, "Standards For Specific Types Of Signs", of this article. In addition to these general standards, all signs shall conform to the specifications of chapter 3, "Advertising And Signs", of the municipal code.

- A. Maximum Allowable Sign Area: All signs shall conform to the maximum area requirements specified in section 305.09, table 305.09 of this article, unless a different limit is approved under a master sign program.
- B. Measuring Sign Area: Sign area includes the entire face of a framed sign, but does not include the supporting structure. Individual letters attached to a building shall be measured by the area enclosed by a continuous line outlining the perimeter of the words, emblems, and logos.

FIGURE 305.07B: MEASURING SIGN AREA



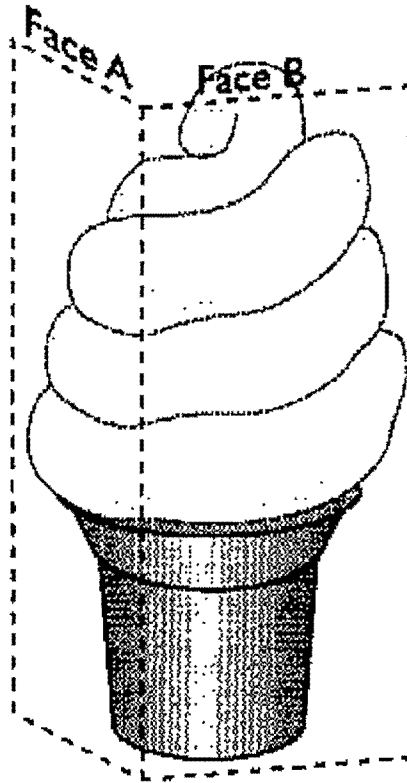




1. Double Faced Signs: For double faced signs, only one side shall be counted as the total area. Where the faces are not equal in size, the larger sign face shall be used as the basis for calculating sign area.
2. Multifaced Signs: The sign area of signs with three (3) or more sign faces shall be calculated as the sum of two (2) sign faces. Where the faces are not equal in size, the larger sign faces shall be used as the basis for calculating sign area.
3. Three-Dimensional Signs: Signs that consist of, or have attached to them, one or more three-dimensional object(s) (i.e., balls, cubes, clusters of objects, sculpture, or statuelike trademarks) shall have a sign area of the sum of two (2) adjacent sides or sign faces.

FIGURE 305.07B3: THREE-DIMENSIONAL SIGNS

Sign Area = Sum of Two Adjacent Sides



C. Abandoned Signs: Any sign, including its supporting structure, which no longer identifies the current occupant after a lapse of ninety (90) days, shall be deemed an abandoned sign and shall be removed by the owner of the property on which it is located. When a wall sign is removed, the wall behind the sign shall be repaired and painted to match the rest of the building wall. Any signs not removed or made blank within this time shall be removed pursuant to the removal procedures set forth in this article.

D. Building Frontage: Building frontage shall be considered the wall of a building that faces and is roughly parallel with a public street, excluding an alley. The linear dimension of that building frontage shall be used to calculate allowable signage. Buildings with walls facing more than one public street shall be allowed signage for each building frontage in accordance with section 305.09, table 305.09 of this article. Buildings located on interior lots (not on a corner) and that are oriented perpendicular to a public street shall be allowed signage based on the longer of the front or side building elevation. All, or a percentage of, the allowable sign area may be transferred to the other building elevations provided the sign area on any wall shall not exceed the maximum allowable for that wall

in accordance with section 305.09, table 305.09 of this article. For buildings that have no public street frontage, building frontage shall be determined by the zoning administrator.

E. Changeable Copy: Changeable copy shall cover no more than forty percent (40%) of the total sign allowance for manually changeable signs. For electronic message center signs with copy that can be changed or altered by electric, electromechanical, electronic, or any other artificial energy means, the changeable portion of the sign shall cover no more than forty percent (40%) of the total sign allowance. The following uses are exempt from this restriction: religious institutions, cinemas, government or civic uses, gas station uses, indoor theaters, schools, and colleges.

F. Clearance From Utilities: Signs and their supporting structures shall maintain clearance from, and not interfere with, electrical conductors, communications equipment or lines, surface and underground facilities and conduits for water, sewage, gas, electricity and communications equipment or lines. Signs shall not be placed in public utility easements unless express written permission from the affected public utility is obtained.

G. Construction And Maintenance:

1. Unless exempt, signs and supporting structures shall be installed in accordance with the latest adopted building code.
2. All signs, together with all supporting structures, shall be maintained in the following manner:
 - a. Signs shall be kept free of rust, dirt and chipped, cracked or peeling paint.
 - b. All hanging, dangling, torn or frayed parts of signs shall be promptly repaired, and graffiti and unauthorized attachments shall be removed.
 - c. Failed, damaged, or blinking illumination shall be promptly replaced.
 - d. Sign areas shall be kept free and clear of all noxious substances, rubbish and weeds.
 - e. Discolored or faded panels on plastic faces shall be restored to their original condition and color.

H. Encroachment Into Public Street Or Sidewalk: Any sign projecting into a public right of way requires an encroachment agreement approved by the city engineer.

- I. Illumination: Channel letters, internally illuminated signs and neon signs are permitted. Bare bulbs visible from the public right of way are prohibited. On signs with external illumination, lights shall be provided with proper reflectors to concentrate the illumination on the area of the sign to prevent glare on the street or adjacent properties. All sign illumination shall adhere to the performance standards for lighting and glare in article 306, "Performance Standards", of this series.
- J. Materials: Paper, cardboard, untreated plywood and other materials subject to rapid deterioration shall be limited to signs displayed for no more than thirty (30) days. (Ord. 1828, 11-3-2015)

305.08: SIGN STANDARDS FOR RESIDENTIAL DISTRICTS:

- A. Religious facilities, multi-family residential projects, schools, civic uses and other nonresidential uses in R districts are allowed one building mounted sign and one monument sign with a maximum cumulative sign area of thirty two (32) square feet.
- B. Residential subdivisions are allowed one monument sign or wall sign per street frontage for entry into the subdivision. Each sign shall not exceed a maximum size of thirty two (32) square feet. (Ord. 1828, 11-3-2015)

305.09: SIGN STANDARDS FOR NONRESIDENTIAL DISTRICTS:

Signage in nonresidential districts shall comply with the standards in table 305.09 of this section unless a different sign area allowed for a specific use is described elsewhere in this municipal code. Buildings without clearly defined tenant space frontage shall share total sign area allowed per building as determined in table 305.09 of this section. All properties in nonresidential districts shall be allowed a minimum sign area of twenty (20) square feet.

TABLE 305.09
SIGN AREA AND SIGN STANDARDS FOR
SPECIFIC SIGN TYPES AND ZONING DISTRICTS

Zoning Districts (Frontage)	Sign Area Allowed (Square Feet Per 1 Linear Foot Of Building Frontage)	Permitted Sign Types
--------------------------------	---	----------------------

DR-N, D-MX	2	Awning and canopy
		Marquee
		Projecting
		Wall
		Window
D-PO	2	Awning and canopy
		Monument
		Projecting
		Window
D-PS	2	Awning and canopy
		Marquee
		Monument
		Projecting
		Wall
DR-D, DR-S	2	Window
		Awning and canopy
		Marquee
		Projecting
		Wall
D-GC	2	Window
		Awning and canopy
		Marquee
		Monument
		Projecting
		Wall
CMX, CN, PO	1.5	Window
		Awning and canopy
		Freestanding
		Marquee

		Monument
		Projecting
		Wall
		Window
CG, CR	3	Awning and canopy
		Freestanding
		Marquee
		Monument
		Projecting
		Wall
		Window
IP, IG, IA	2	Awning and canopy
		Freestanding
		Marquee
		Monument
		Projecting
		Wall
		Window
REC, PK, PS	2	Awning and canopy
		Freestanding
		Monument
		Projecting
		Wall

(Ord. 1828, 11-3-2015)

305.10: STANDARDS FOR SPECIFIC TYPES OF SIGNS:

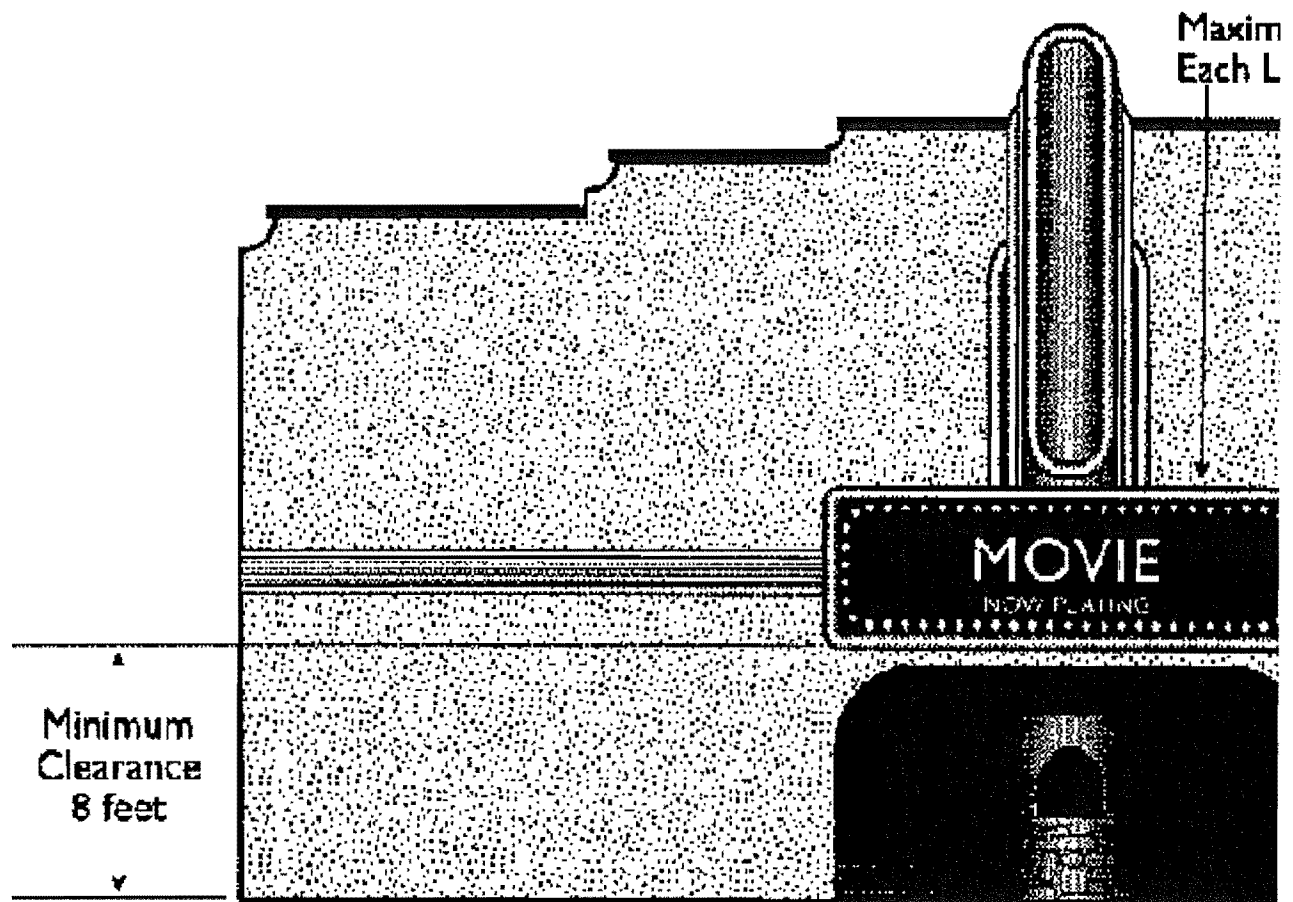
A. Awning And Canopy Signs: Signs painted on awnings, canopies, arcades, or similar attachments or structures are allowed. Awning and canopy signs are subject to the specific zoning district standards and the following standards:

1. Maximum sign area per awning or canopy sign:
 - a. Downtown, CMX, and CN districts: Twenty four (24) square feet.
 - b. CG, CR, and employment districts: Sixty (60) square feet.
2. Sign clearance: Minimum of eight feet (8').
3. Height limit: Twenty five feet (25').
4. Number of signs: Four (4) maximum per building facade, which includes any wall signs.

B. Marquee Signs: A sign permanently affixed to a marquee is allowed in conjunction with theaters, museums, galleries, and similar uses. Removable copy may be changed on the face of permitted marquee signs without securing a permit. Marquee signs are subject to the specific zoning district standards and the following standards:

1. Maximum number of signs: One marquee sign per site.
2. Maximum sign area per sign: One and one-half (1.5) square feet per linear foot of building frontage.
3. Sign clearance: Minimum of eight feet (8').

FIGURE 305.10B: MARQUEE SIGNS

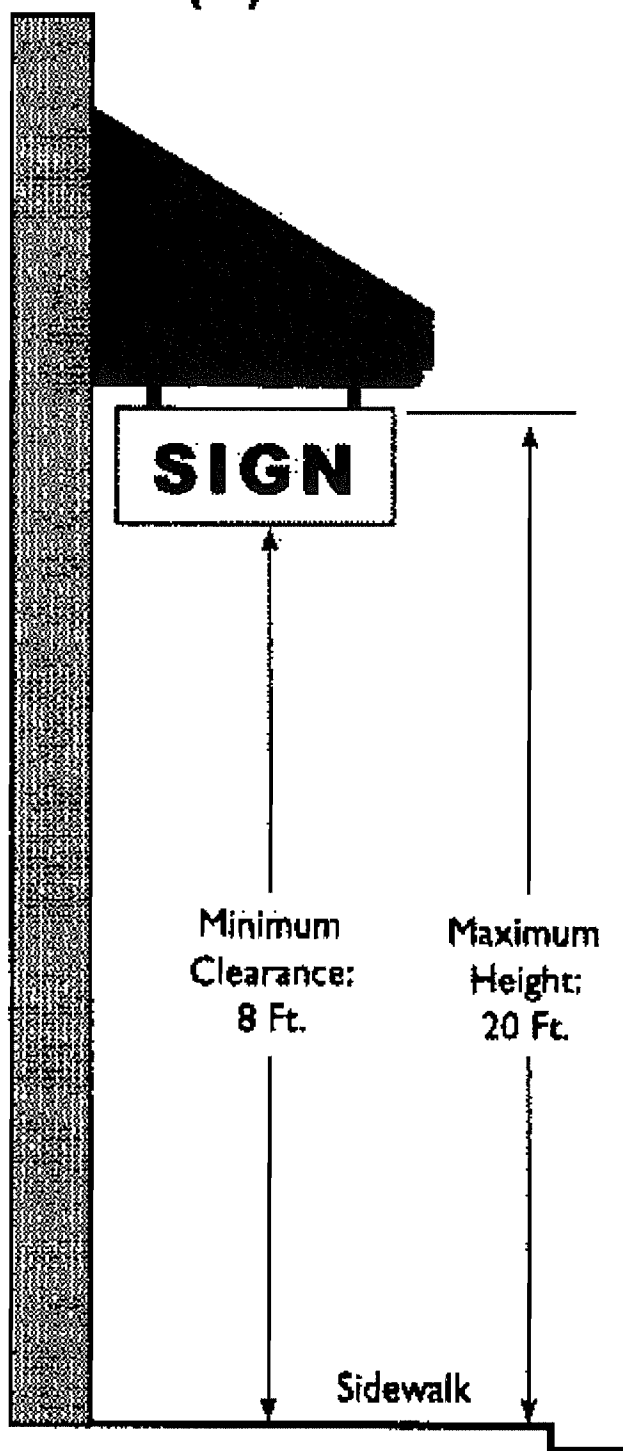


C. Projecting Or Under Canopy Signs: Signs under canopies or covers in conjunction with pedestrian walkways, or signs projecting from the building wall are allowed, subject to the specific zoning district standards and the following standards:

1. Maximum Number Of Signs: One projecting sign per building facade or tenant space frontage.
2. Maximum Sign Area Per Sign: Sixteen (16) square feet; except the maximum sign area per sign is eight (8) square feet when the sign is located under a canopy or awning.
3. Sign Clearance: Minimum of eight feet (8').
4. Height: A projecting sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians. Projecting signs shall not extend higher than twenty feet (20') above ground level or above an eave or roof, whichever is lower.
5. Projection:

- a. A projecting sign cannot extend more than three feet (3') from the building to which it is attached.
- b. An under canopy sign, attached to and hanging from an awning or canopy shall be located completely under the canopy or awning and shall not project beyond its edge. An under canopy sign shall not count toward the sign area allowed.

FIGURE 305.10C: PROJECTING OR UNDER CANOPY SIGNS



D. Wall Signs: Wall signs include any sign attached to, erected against or painted upon the wall of a building or structure, the face of which is in a single plane parallel to the plane of the wall. Wall signs also include signs on a parapet or mansard roof. Wall signs attached

to the fascia shall be channel letters and shall be architecturally consistent with other signage in the development. No wall sign may cover wholly or partially any required wall opening. Wall signs are also subject to the specific zoning district standards and the following standards:

1. Maximum Number Of Signs: Four (4) maximum per building facade or tenant space frontage, which includes any awning or canopy signs.
2. Maximum Sign Area Per Sign: Three hundred (300) square feet.
3. Height: Wall signs shall not be mounted or placed higher than the second story and shall not extend higher than the building wall upon which they are attached.
4. Coverage: Wall sign copy shall not occupy more than seventy five percent (75%) of the length of the wall to which the sign is attached.
5. Projection: Wall signs cannot extend more than twelve inches (12") beyond the face of the wall to which they are attached.
6. Design: Wall signs shall be oriented to achieve balance composition and harmony with other architectural elements of a building facade.

E. Window Signs: Window signs painted or otherwise adhered directly onto a window are exempt from the permit requirements of this article and do not count toward the total sign area limit for a site, but are subject to the specific zoning district standards and the following standards:

1. Coverage: Window signs shall cover no more than fifty percent (50%) of the total glass window area along each building facade.
2. Height: Window signs shall not be mounted or placed on windows higher than the second story.

F. Monument Signs: Freestanding signs erected on the ground or on a monument base designed as an architectural unit are allowed, subject to the specific zoning district standards and the following standards:

1. Maximum Number Of Signs: One monument sign per frontage per site.
2. Maximum Sign Area Per Sign:
 - a. D-PO, D-PS, D-GC, CMX, and CN districts: Thirty two (32) square feet.
 - b. CG, CR, and employment districts: Sixty (60) square feet.
 - c. PS, REC and PK districts: Thirty two (32) square feet.

3. Height: A maximum of seven feet (7').
4. Landscaping: All monument signs shall require automatic irrigated landscaping at the base equivalent to the area of the sign copy.

FIGURE 305.10F: MONUMENT SIGNS



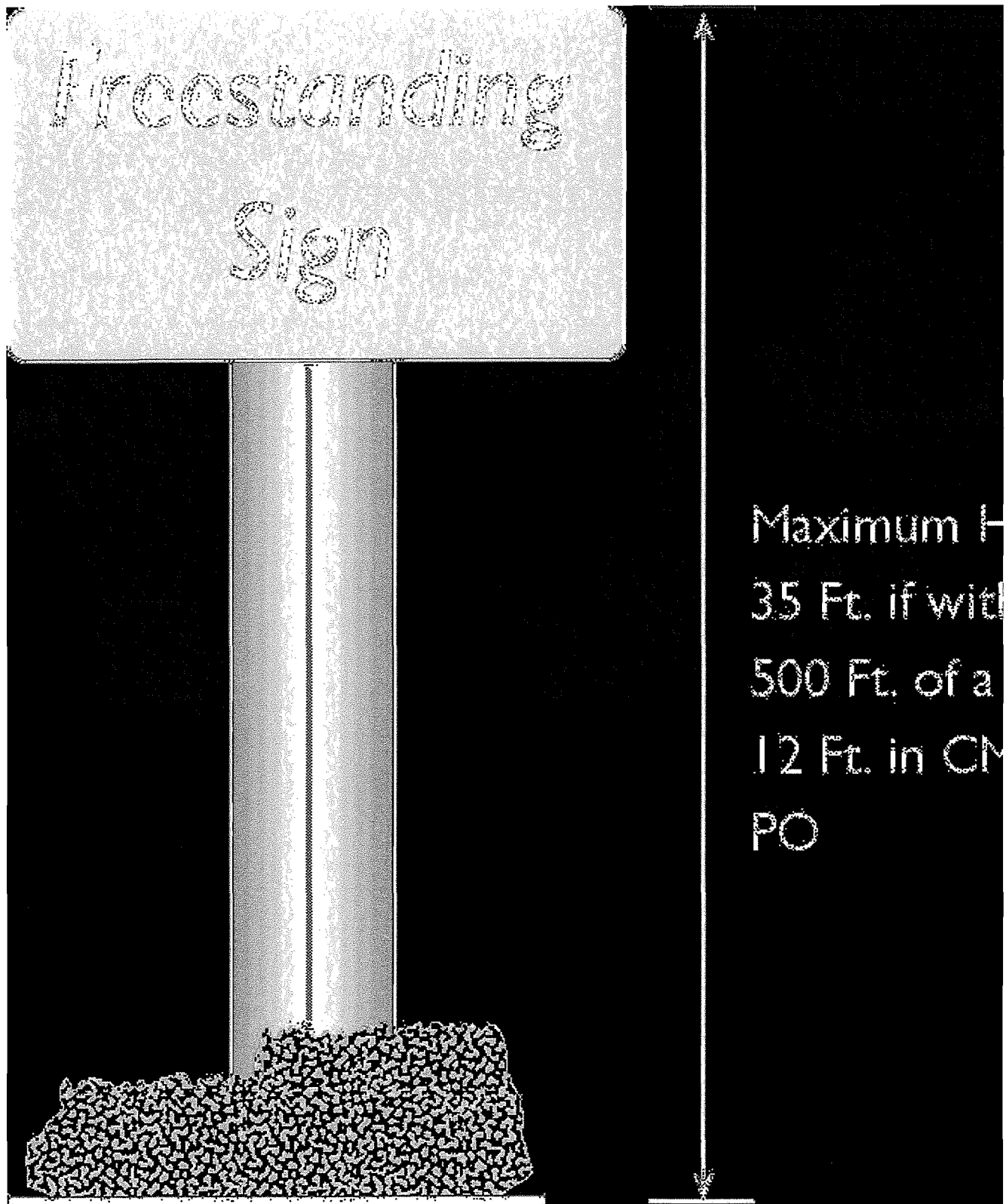
G. Freestanding Signs: Freestanding signs are allowed subject to the specific zoning district standards and the following standards:

1. Maximum Number Of Signs: One freestanding sign per site.
2. Allowable Sign Area Per Sign: The area of any freestanding sign shall be included in the maximum allowed sign area per section 305.09, table 305.09 of this article.
3. Architectural Treatment: Freestanding signs shall be architecturally compatible in style, finish and color with the adjacent building or development. Structural supports, poles, angle bars, iron pipes, I-beams or similar structural members shall be architecturally encased with finished metal cladding, stucco, or similar material at least one foot (1') in

diameter, subject to approval by the zoning administrator as to proportion and architectural compatibility.

4. Landscaping: Freestanding signs shall be placed within a landscaped planter with at least twenty four (24) square feet of planting area. As a condition of any permit for a freestanding sign, additional landscaping of the property may be required where needed to better integrate sign appearance with the site through scale and softening effects.
5. Height:
 - a. A maximum of twenty feet (20'); thirty five feet (35') within five hundred feet (500') of a freeway right of way. Freestanding signs shall have a minimum clearance of fourteen feet (14') over parking lots and driveways, and eight feet (8') over interior pedestrian walkways.
 - b. A maximum of twelve feet (12') in the CMX, CN and PO zone districts.
6. Projection: Freestanding signs shall not project beyond the property line.

FIGURE 305.10G: FREESTANDING SIGNS



H. Other Sign Types:

1. Commercial Center Signs: Commercial center signs may be erected in the commercial and employment districts, subject to the following limitations:
 - a. Allowable Areas: The center shall consist of a commercial or industrial development with an integrated site and design plan creating a single unified development with three (3) or more uses.
 - b. Area Not Counted: The area of the sign shall not count toward the sign area allowed for the individual tenant space or building on the lot.
 - c. Sign Area Allowed: The maximum sign area may be no more than one square foot for each linear foot of street frontage, but in no case shall the total sign area exceed two hundred (200) square feet. If more than one entrance to the lot exists, the maximum sign area permitted will be divided among the number of entryways and signs requested.
 - d. Sign Height: The maximum sign height shall not exceed twenty feet (20') in the CMX, CN and PO zone districts; thirty five feet (35') in all other commercial and employment zone districts.
 - e. Sign Base: The sign base is to be located within a planter box or planting area at least twenty four (24) square feet in area and the design and location is to be approved by the zoning administrator.
2. A-Frame/Sandwich Board Signs: Temporary, portable A-frame or sandwich board signs may be erected in all nonresidential zone districts, subject to the following limitations:
 - a. Area Not Counted: The area of the sign shall not count toward the permissible sign area of the individual lot.
 - b. Maximum Number Of Signs: One A-frame/sandwich board sign per tenant space.
 - c. Maximum Sign Area: The total sign area shall not exceed a maximum of six (6) square feet per side.
 - d. Location: Such sign may encroach into the right of way up to two feet (2') from the property line provided there remains a five foot (5') wide walkable area when the sign is in place.
 - e. Removal: Such sign is to be removed during nonoperational hours.
3. Mobile Signs: Signs pulled on a trailer or otherwise mounted to a vehicle may be allowed subject to the following limitations:
 - a. Permit Process: Not more than one sign per twenty five thousand (25,000) population, or portion thereof, shall be permitted at a given time. A party wishing to present signage in a mobile or semimobile manner may apply for a conditional use permit. The conditional use permit will be valid for a term of two (2) years, beginning July 1 of even years. A lottery will be held by May 1 of each even year for the respective terms. If a currently permitted mobile sign succeeds in being selected in a

subsequent lottery, the conditional use permit would be extended for another two (2) years.

- b. Materials: A mobile sign permitted per this section shall be developed of materials as prescribed in section 305.07 of this article, and shall include any additional design considerations to assure that such signs are securely and safely affixed to the host vehicle in consideration of its use on streets and roadways.
- c. Size: Signs may not exceed the height of the vehicle to which they are affixed by more than eighteen inches (18"), and may not extend beyond the horizontal dimensions of the trailer on which they are mounted.
- d. Exemptions: Decals, paint, stickers, and similar treatments affixed directly to the exterior of the host vehicle, or to a trailer, are exempted from this subsection, provided that:
 - (1) Lighting, changeable copy, and digital signs are not permissible exemptions.
 - (2) In order for signage on a trailer to be exempt, the trailer shall meet the standard minimum dimensions established by the U.S. department of transportation, federal highway administration, in the federal size regulations for commercial motor vehicles.
- e. Mobile Signage: Signs placed or displayed on vehicles parked in a conspicuous location that do not otherwise suit the above noted exemptions shall be considered mobile signage and are subject to this subsection. (Ord. 1828, 11-3-2015)

305.11: TEMPORARY SIGNS:

The following types of temporary signs are permitted, provided that they conform to the standards of this section:

- A. Signs Associated With Commercial Uses: Banners, handheld signs, portable signs and other similar temporary advertising devices shall be prohibited, except for business openings, special events, promotional events and new subdivisions being developed in the city and are subject to the following:
 - 1. A temporary sign permit shall be secured prior to the installation or display of any such sign. Issuance of a temporary sign permit may be contingent upon the overall permissible area available for temporary signs within a geographic area as identified in subsection A6 of this section. In addition, the application would be reviewed in light of other temporary sign permit applications submitted for the same area, which may put such signs in conflict with subsection A6 of this section.

2. A temporary sign permit shall be granted for any one business or building for a period of three (3) calendar months. A temporary sign permit shall authorize the business to display a banner, handheld sign, portable sign or inflatable sign for the duration of the sign permit. A maximum of two (2) such signs may be permitted with a single application.
3. No more than one temporary sign permit shall be in effect simultaneously for any business.
4. Each business shall be limited to a maximum of four (4) temporary sign permits in any calendar year. A temporary sign is not intended to be in lieu of a permanent sign. A temporary sign permit shall not be permitted longer than one year before a permanent sign is installed.
5. Each business shall be limited to a maximum of one temporary sign permit during a "going out of business sale", or the equivalent in any calendar year.
6. Unless otherwise authorized by a master sign program, freestanding temporary signs for multiple tenants of any one building, shopping center, office complex, or unified development shall be separated by a minimum of one hundred feet (100').
7. All banners, regardless of their ratio allowance of signage to linear building frontage, shall not exceed forty (40) square feet in size.
8. A-frame signs are not considered temporary and as such do not apply to this section.
9. No temporary sign shall be mounted on or above roofs or mansards or otherwise extend above a parapet wall or ridgeline of a structure.
10. During the period of time beginning sixty (60) days before a general, special, primary or runoff election, and ending fifteen (15) days after such election, one additional temporary sign may be permitted without a temporary use permit, subject to the following size limitations:
 - a. Size limitations in a residential zone district: The following size limitations apply:
 - (1) Four (4) square feet of cumulative signage when located on private property with frontage on a local street as designated in the general plan.
 - (2) Eight (8) square feet of cumulative signage when located on private property with frontage on an arterial or collector street as designated in the general plan.
 - b. Size limitations in a nonresidential zone district: The following size limitations apply:
 - (1) Sixteen (16) square feet of cumulative signage when located on private property.
 - (2) Four (4) square feet of cumulative signage when located within the public right of way.

B. Signs Associated With Residential Uses: On residential uses, nonilluminated temporary signs with the size restrictions as specified below may be displayed at any time. However, during the period of time beginning sixty (60) days before a general, special, primary or runoff election, and ending fifteen (15) days after such election, the amount of display area may be doubled. Flags do not count toward the signage allowed under this provision.

1. Size Limitations In A Residential Zone District: The following size limitations apply:

- a. Four (4) square feet of cumulative signage when located on private property with frontage on a local street as designated in the general plan.
- b. Eight (8) square feet of cumulative signage when located on private property with frontage on an arterial or collector street as designated in the general plan.

2. Size Limitations In A Nonresidential Zone District: The following size limitations apply:

- a. Sixteen (16) square feet of cumulative signage when located on private property.
- b. Four (4) square feet of cumulative signage when located within the public right of way.

3. Violations: Violation to any of the above regulatory conditions shall be deemed a public nuisance and may be summarily abated as such; and each day that such violation continues shall be regarded as a new and separate offense.

C. Subdivision Signs: Developers of a new subdivision being developed in the city may be permitted signs subject to the following requirements:

1. One sign per street frontage with a maximum of three (3) temporary signs may be permitted on the subdivision site in accordance with the following:

- a. Maximum Sign Area: The maximum sign area may be no more than one hundred (100) square feet (total of all signs).
- b. Height: A maximum of ten feet (10').
- c. Duration: Subdivision signs shall be removed twelve (12) months from the date the permit for same is issued, or within one year of the date that the last building permit was issued for a new house within the subdivision.
- d. Letter Of Agreement: A letter of agreement from the property owners giving the city right of entry to remove signs in the event the above stipulations are not complied with shall be submitted to the zoning administrator prior to the issuance of a sign permit. If at any time the property on which the signs are located is sold, the signs shall be removed, or a new letter of agreement shall be submitted from the buyer to permit the signs to remain and granting the city right to enter the property and remove the signs.

2. Up to four (4) off site signs may be permitted in any zone, provided that:

- a. Maximum Sign Area: The maximum sign area per sign may be no more than thirty two (32) square feet.
- b. Height: A maximum of twelve feet (12').
- c. Duration: Said signs shall be removed twelve (12) months from the date the permit for same is issued, or within one year of the date that the last building permit was issued for a new house within the subdivision.
- d. Consent Of Landowner: A completed application form, including a notarized affidavit signed by each property owner of each site, is required prior to issuance of a sign permit. (Ord. 1828, 11-3-2015)

305.12: PERMITS REQUIRED; REVIEW PROCESS:

A. Authority: Unless otherwise stated, the zoning administrator shall review and approve all signs as specified in this article.

B. Applicability: Except for certain signs exempted in compliance with section 305.05, "Exempt Signs", of this article, no sign shall be erected, reerected, constructed or altered (excluding change of copy on a can or cabinet sign) without zoning administrator approval and a building permit being issued by the building division.

C. Applications For Filing, Processing And Review:

1. Applicant: Sign owners or their designees shall apply for building permits for signs that require them.
2. Filing And Filing Fee: Application for such permits shall be made upon forms furnished by the zoning administrator and accompanied by the required fee and working drawings adequate to show the location, construction and design, including colors, materials, lighting, electrical elements, and advertising copy of the sign in accordance with applicable sign design guidelines and the linear footage of building frontage owned or leased by the business.
3. Compliance With Standards:
 - a. Upon acceptance of a sign application, the zoning administrator shall review the request for compliance with the locational and operational standards identified in this

article and with any standards established in a master sign program pursuant to section 305.13, "Master Sign Program", of this article.

- b. The zoning administrator's decision shall clearly state any conditions of approval or reasons for disapproval and applicable appeal provisions.

D. Appeals: Decisions by the zoning administrator may be appealed subject to the provisions of article 612, "Appeals", of this chapter. (Ord. 1828, 11-3-2015)

305.13: MASTER SIGN PROGRAM:

- A. Purpose: The purpose of a master sign program is to provide a method for an applicant to integrate the design and placement of signs within a project with the overall development design to achieve a more unified appearance. It is not the intent of this section to be used solely to request relief from the sign regulations in order to circumvent any requirements or purpose of this article.
- B. Applicability: A master sign program may be processed for any development. However, shown below are examples of when a master sign program may be most appropriate:
 - 1. Nonresidential developments of three (3) or more separate tenants that share either the same parcel or structure and use common access and parking facilities (e.g., shopping centers, malls, office complexes and industrial parks); or
 - 2. Developments with multiple structures with limited frontage or no frontage on a public street; or
 - 3. Businesses conducted primarily outside of a building; or
 - 4. New multi-family residential developments of one hundred (100) or more units; or
 - 5. Other developments where the strict application of the sign code unduly restricts the allowable signage that can be located on the parcel.
- C. Application: Master sign program applications shall contain all written and graphic information needed to fully describe the proposed sign program, including the proposed location and dimension of each sign, as well as proposed color schemes, font types, materials, methods of attachment or support, and methods of illumination. A master sign program application shall also include calculation of total allowed sign area, and total proposed sign area, for the site.

- D. Allowable Modifications: A master sign program may provide for additional sign area and other deviations from the standards of this article, provided that the master sign program is consistent with the sections on design principles and general standards.
- E. Review Authority: All master sign programs are subject to review and approval of the zoning administrator, unless the signs are associated with a project that requires city council review and approval; then the city council shall review and approve it as part of the overall project approval.
- F. Required Findings: In order to approve a master sign program, the decision making body shall find that all of the following are met, in addition to other applicable regulations in this section:
1. The proposed signs are compatible in style and character with any building to which the signs are to be attached, any surrounding structures and any adjoining signage on the site;
 2. Future tenants will be provided with adequate opportunities to construct, erect or maintain a sign for identification;
 3. Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access; and
 4. Use of the master sign program provides a more desirable functional and aesthetic appearance than would otherwise be provided by standard code requirements.
- G. Lessees To Be Informed Of Master Sign Program: Lessees within developments subject to the requirements of an approved master sign program shall be made aware of the master sign program in their lease.
- H. Revisions To Master Sign Programs: Revisions to an approved master sign program shall be approved by the zoning administrator. (Ord. 1828, 11-3-2015)

305.14: NONCONFORMING SIGNS:

- A. All legal nonconforming signs are permitted to remain unless they are subject to a permit condition or development agreement providing for their removal after a fixed period of time.
- B. Any changes to legal nonconforming signs or their structures in terms of location, orientation, size, or height other than routine maintenance and repair or change of sign copy shall require the signs to be brought into conformance with this article.
- C. A legal nonconforming sign loses its legal nonconforming status when the activity, product, business, service, or other use which was being advertised has ceased or vacated the premises for one hundred eighty (180) days, at which time it shall be considered an abandoned sign, subject to the requirements of subsection 305.07C, "Abandoned Signs", of this article. (Ord. 1828, 11-3-2015)

305.15: ABATEMENT AND REMOVAL OF ILLEGAL SIGNS:

- A. Authority To Abate: The city has the authority to abate illegal and abandoned signs.
- B. Illegal Signs In The Public Right Of Way: Illegal signs posted in the public right of way or upon public property may be removed by the zoning administrator or officer without notice or hearing. Signs shall be retained by the city for a period of not less than thirty (30) days if identifiable. Thereafter, any unclaimed signs may be discarded.
- C. Recovery Of Costs: When the city is required to remove illegal or abandoned signs in compliance with this article, the reasonable cost of the removal may be assessed against the owner of the sign(s).
- D. Sign Removal:
 - 1. Any sign, including its supporting structure, which no longer identifies the current occupant or products currently sold, or which otherwise fails to serve its original purpose, or is not maintained in a safe, presentable, and good condition, including the replacement of defective parts, painting, repainting, and cleaning, shall be removed by the owner of the property within thirty (30) calendar days after written notice to do so from the building division.

2. Any sign which the building division establishes as unsafe or unsecure shall be corrected or removed, together with all supporting structures, by the owner of the property upon which the sign is located within thirty (30) days after written notice by the building division.
3. Such notice shall state the location of the sign, the nature of the violation, and/or the manner in which the sign constitutes a public nuisance. The notice also shall require the removal or other abatement of the sign before the date specified in the notice. Further, the notice shall state that failure to comply may result in the removal of the sign by the city and that the cost of such removal may be imposed on the owner of the property. The notice shall also include instructions for the filing of an appeal of the determination of the zoning administrator that the sign is in violation of this article or constitutes a public nuisance. Such notice shall be served by posting on the property on which the sign is located and by registered or certified mail delivery, postage prepaid, to the owner of the property, and, if known, the owner of the sign.
4. After the periods specified in subsections D1 and D2 of this section, the building division may cause such sign to be removed, and the cost of such removal shall become a lien against the property.
5. If a hazardous condition exists, the condition shall be corrected forthwith upon notice by the building division.
6. If an appeal is received prior to the date specified in the notice, abatement proceedings shall be suspended, and any deadlines shall be suspended, pending the outcome of such appeal. (Ord. 1828, 11-3-2015)



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Consider Adjustment of Animal Shelter Adoption Fees

SOURCE: City Manager's Office

COMMENT: At its meeting on January 17th, the City Council approved Vice Mayor Ward's request that the City Council consider the adjustment of Animal Shelter adoption fees as a Scheduled Matter at its February 7th meeting.

The current adoption fee was established in May 2009 at \$70, to assist in offsetting actual costs incurred by the City in providing animal adoption services. It is estimated that the actual adoption cost per animal is between \$164 and \$204, which include: alteration-spay/neuter (\$90 - \$130, dependent upon animal size and gender); sheltering (\$48 minimum, \$8 per day for minimum 6 day hold); microchipping (\$20); and vaccinations (\$6). In addition, the City charges a \$10 license fee.

The Vice Mayor has indicated to staff an interest in discounting fees for special adoption events and other programs to encourage community adoptions.

RECOMMENDATION: That the City Council consider the adjustment of Animal Shelter adoption fees.

ATTACHMENTS: 1. Animal Adoption Fee Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING POLICE FEES FOR ANIMAL CONTROL
SERVICES AND SHELTERING

WHEREAS, the City of Porterville has implemented an Animal Control Unit to provide animal control services to the residents of the community; and

WHEREAS, the Animal Control Unit incurs costs for the provision of adoption services, dog licensing, boarding of impounded animals and providing animals with veterinary care, shelter, water and nutrition; and

WHEREAS, the City Council desires to implement a spay and neuter requirement policy for all animals to be adopted out by the Porterville Animal Control Unit; and

WHEREAS, the proposed fees are necessary to effectively carry out shelter operations and the regulations as delineated in Porterville Municipal Code, Ordinance No. 1726, Chapter 5, pertaining to animal control;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the following fees are hereby adopted and shall be effective on May 6, 2009:

<u>Fee Service Name/Description</u>	<u>Recommended</u>
<u>Fee</u>	
• Animal Adoption- Dog or Cat (includes Spay/Neuter/Vaccinations)	\$70.00
• Deceased Animal Disposal	\$10.00
• Animal Relinquishment (For Euthanasia)	\$60.00
• Animal Relinquishment- Cat/Dog/Litter of puppies/kittens (For Re-Adoption)	\$55.00
• Animal Redemption (Upon Impound)	
○ Impound Fee	\$20.00
○ Boarding Fee (Per Day at Kennel)	\$ 8.00
○ Boarding Fee (Per Day at Veterinarian)	Actual Costs Charged by Vet
• Kennel Quarantine (10 Days)	\$80.00
• Home Quarantine (10 Days)	\$30.00
• License- Dogs (Spayed/Neutered)	\$10.00

- License- Dogs (Non-Spayed/Neutered) \$22.00
- License- Delinquent Fees (Applied when renewal is more than 30 days late) \$10.00
- License- Replacement Tag \$ 2.00
- Kennel Permit- 1 to 10 Animals \$75.00
- Kennel Permit- 11 or more Animals
\$100.00
- Kennel Permit- Annual Renewal (Any Size) \$15.00
- Service Animal Registration \$10.00

APPROVED AND ADOPTED this 5th day of May, 2009.

Cameron Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

SUBJECT: Consideration of Scheduling City Council Goal and Priority Setting Session

SOURCE: City Manager's Office

COMMENT: With the recent election and seating of the City Council, it is customary for the Council to determine the process of establishing the City's annual goals and priorities. For the past several years, the Council has employed a project-driven approach for the setting of priorities, with the Council identifying specific projects for particular attention and focus. In support of this approach, City staff has served as the facilitator, with the establishment of priority projects being determined by the Council.

As opposed to a specific project-driven process, the Council has also used in the past a goal-setting approach in a more broad community focus. Typically, such goal-setting has been facilitated by a non-City individual. The Council could consider this methodology to goal-setting again, and for example, use the City's General Plan and Urban Area and Development Boundaries as the basis for establishing goals. Under this format, the Council may also wish to consider inviting community representatives to participate.

There may be other approaches to the setting of goals and priorities that the Council may wish to consider, given the extensive background and varied experience of its members, and nothing precludes using a different methodology in the future.

The request of staff to the Council is to consider the scheduling of a goal and priority setting session, and define an approach for goal-setting and/or priority project selection, and to give direction to staff in how to best assist and support in the preparation for the selected process.

RECOMMENDATION: That the City Council provide direction in the scheduling and method toward the setting of goals and priorities, to be employed in a goal setting session and be scheduled as determined by the Council.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – FEBRUARY 7, 2017

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 January 17th, 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 as drought conditions continue. 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 has begun a significant City waterline extension project 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 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.

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.

In regards to the status of the new well's development and connection to the

City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of August 16th, and construction activities commenced the week of October 10th. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the contractor is now reporting that the well will likely be completed no sooner than mid-February 2017. Given the delay in the well's completion and connection, DWR requested that the City Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its December 6th meeting and subsequently approved by the Board of Supervisors at its meeting on December 20th.

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 within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

State Division of Drinking Water (DDW) has also recently reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves 14 residences and approximately 45 people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters, etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

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
 5. Memorandum of Understanding Draft Amendment

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

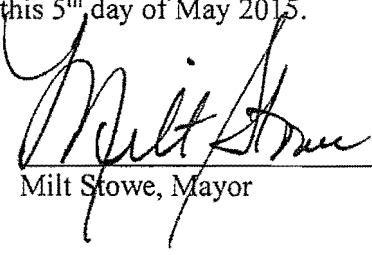
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

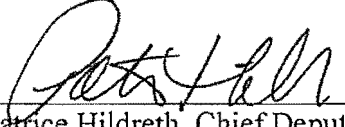
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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 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

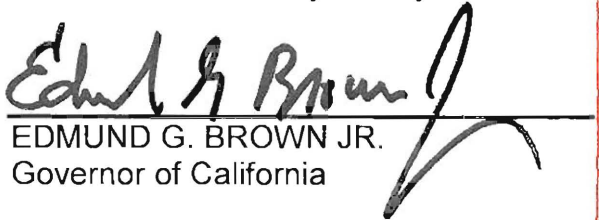
11. The Department shall work with the California Department of Food and Agriculture to update existing requirements for Agricultural Water Management Plans to ensure that these plans identify and quantify measures to increase water efficiency in their service area and to adequately plan for periods 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. Burrell 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. Ennis for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

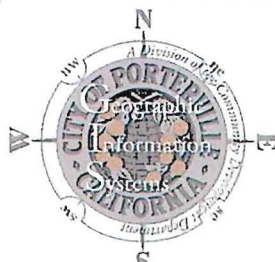
BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

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

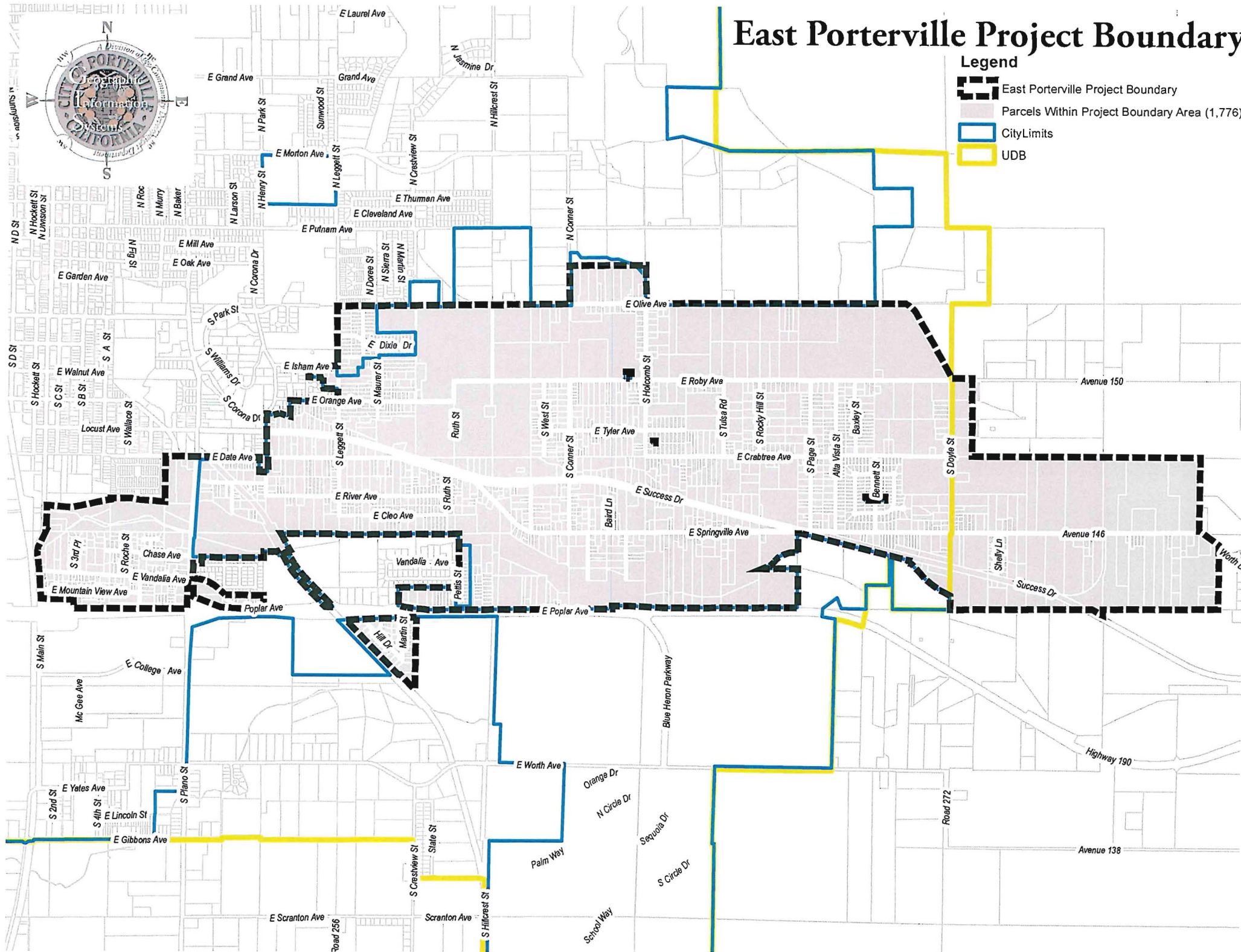


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

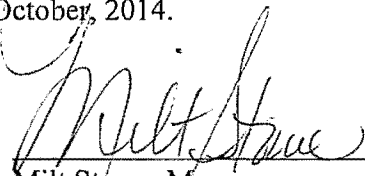
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

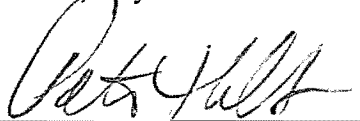
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk



By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

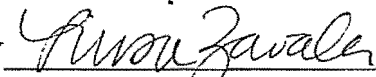
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 
Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

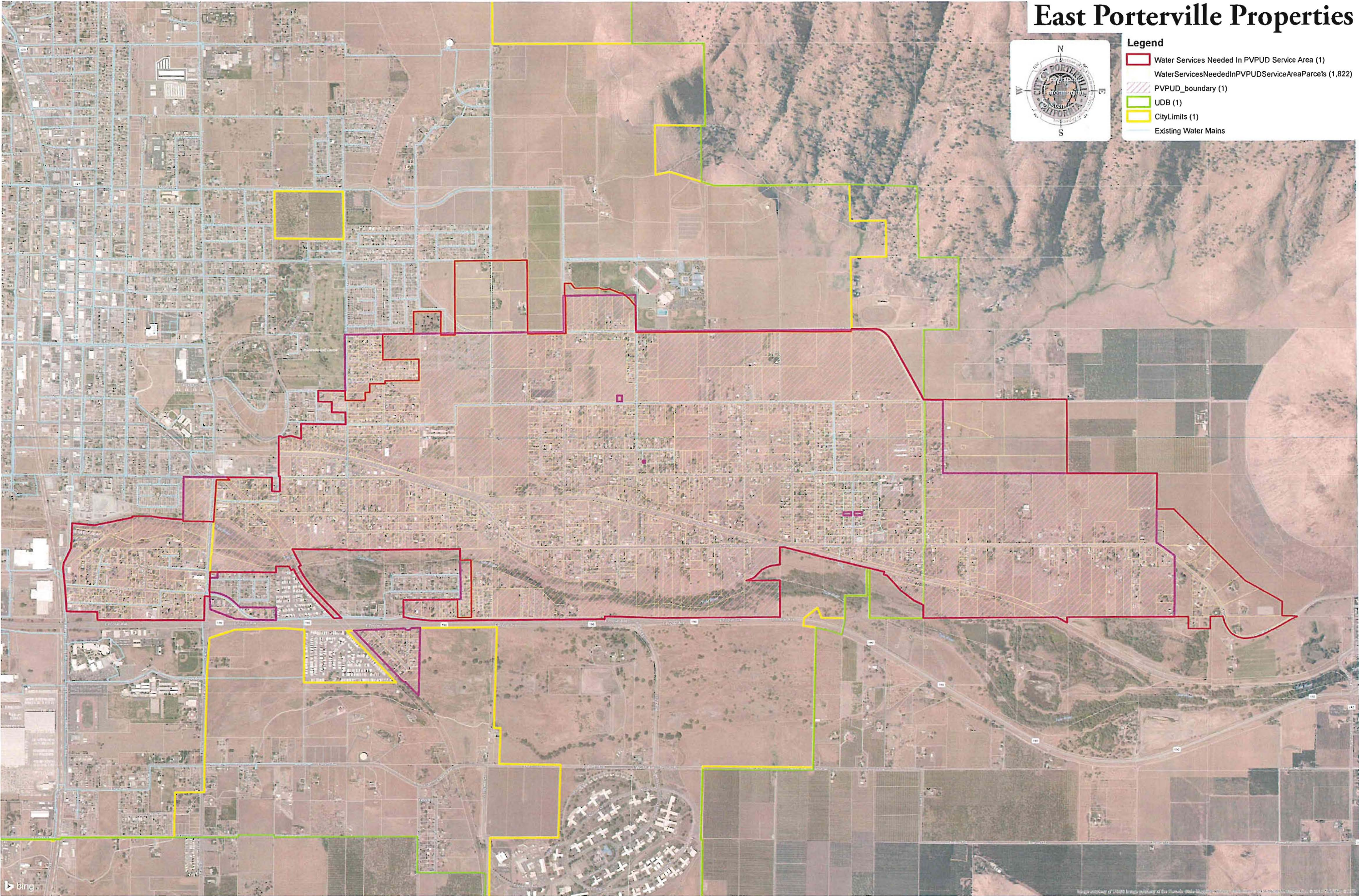
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

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

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

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

East Porterville Properties



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

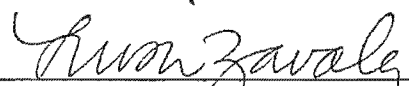

By: Luisa Zavala, Deputy City Clerk

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare
