



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET and
461 RUMA RANCHO
PORTERVILLE, CALIFORNIA
MARCH 21, 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: APNs: 252-193-010 and 252-193-008. Agency Negotiator: Patrice Hildreth and Jenni Byers. Negotiating Parties: City of Porterville and Citibank. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 1893 S. Newcomb Street. Agency Negotiator: Patrice Hildreth and Maria Bemis. Negotiating Parties: City of Porterville and Debie Fittro. Under Negotiation: Terms and Conditions of Lease.
- 3** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 466 E. Putnam Avenue. Agency Negotiator: Patrice Hildreth and Donnie Moore. Negotiating Parties: City of Porterville and Comision Honorifica Mexicana Americana Inc. Under Negotiation: Terms and Conditions of Lease.
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Champaheuang, et al. v. Porterville Police Department, et al. Tulare County Superior Court Case No. 255956.
- 5** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel– Anticipated Litigation – Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff.
- 6** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Vice Mayor Ward
Invocation

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) - March 20, 2017
2. Eastern Tule Groundwater Sustainability Agency - March 16, 2017

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - March 2, 2017
 2. Library & Literacy Commission - March 14, 2017
 3. Arts Commission
 4. Animal Control Commission - March 13, 2017
 5. Youth Commission - March 13, 2017
 6. Transactions and Use Tax Oversight Committee (TUTOC) - February 28, 2017
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **Purchase of Pole-Mounted Camera Systems**
Re: Considering authorization to negotiate the purchase of two (2) pole-mounted camera systems from QPCS in the amount of \$15,891.64.
2. **Authorization to Purchase Park Amenities through CDBG Funds by Negotiation**
Re: Considering authorization to purchase by negotiation various park amenity items with Community Development Block Grant funds designated for public facilities and improvements specific to Murry and Zalud Park.
3. **Request for Approval to Purchase Microsoft Office 365 US Government Community G1 Software, a Subscription-Based Hosted Version of Microsoft's Email and Calendaring System**

Re: Considering approval of the purchase of Office 365 Government Community G1 platform from Dell at an initial annual subscription cost of \$22,230.00 plus applicable tax.

4. **Authorization to Repair City Well No. 21**
Re: Considering approval of the repair of City Well 21, initiation of a Purchase Order and payment to Valley Pump & Dairy in an amount not to exceed \$36,758.
5. **Authorization to Repair City Well 23**
Re: Considering approval of the repair of City Well 23, initiation of a Purchase Order and payment to Valley Pump & Dairy in an amount not to exceed \$45,049.
6. **Award of Contract for Airport Restaurant Lease**
Re: Considering award of the Operating and Lease Agreement for the Airport Restaurant to Debie Fittro for a term of five years with an option to extend the terms of the agreement for additional periods of five years.
7. **Authorization to Renew Property License Agreement with Comision Honorifica Mexicana Americana Inc.**
Re: Considering approval to renew the property license agreement between the City of Porterville and Comision Honorifica Mexicana Americana Inc. for the utilization of the old City Community Center located at 466 East Putnam Avenue.
8. **Approval of Annual Transportation Agreement with County of Tulare**
Re: Considering approval to enter into an Agreement with the County of Tulare for Fiscal Year 2016/2017 to provide service to County residents within the service area boundary.
9. **Request for Proclamation - Iris Festival Day - April 22, 2017**
Re: Considering approval of a request to proclaim April 22, 2017, as "Iris Festival Day."
10. **Request for Proclamation - Library Week - April 9-15, 2017**
Re: Considering approval of a request to proclaim April 9-15, 2017, as "Library Week" in the city of Porterville.
11. **Request for Proclamation - Volunteer Week - April 23-29, 2017**
Re: Considering approval of a request to proclaim April 23-29, 2017, as "Volunteer Week" in the City of Porterville.
12. **Approval for Community Civic Event - Porterville Chamber of Commerce - Iris Festival and Color Blast 5K Run - April 22, 2017**
Re: Considering approval of the annual Iris Festival to be held on Saturday, April 22, 2017, from 9:00 a.m. to 5:00 p.m. in Downtown Porterville.

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

PUBLIC HEARINGS

13. **Zalud House Museum Fees**
Re: Consideration of a resolution adopting Zalud House Museum fees.

SCHEDULED MATTERS

14. **Community Development Block Grant Business Assistance Program - Stafford's Chocolates**
Re: Consideration of the use of Community Development Block Grant Business Assistance funds in the amount of \$70,000 for Robert Taylor, Jr. for the purchase of machinery and

working capital.

15. 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 April 4, 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 – MARCH 21, 2017

SUBJECT: 1. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: As Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community, the City has been operating through the winter months in Phase IV of the City's Water Conservation Plan, which became effective December 1, 2016. The City's Water Conservation Plan applies to all water users within the City's service area. As part of the Phase IV implementation, the City has reduced watering days, to a one day per week watering schedule, based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday or Friday. Watering of outdoor landscape is prohibited during, and within 48 hours after, measurable rainfall, which is defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of February 2017 show that a total of 5 Notice of Violations were issued for water wasting; 0 Administrative Citations were issued.

Water production for February 2017 shows a 15% decrease from the 5-year average. The production for the month of February 2017 was 157 million gallons, which when compared to the production for the month of February 2013 of 197 million gallons, equates to a 20% reduction. Residential consumption for February 2017 was 68.9 gallons per capita per day (GPCD).

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of 28% with an additional 2% reduction for climate adjustment, making the City's conservation standard 26%. After reviewing the Water Board's Self-Certification criteria for the City of Porterville, Council approved maintaining the current imposed standard of 26%. The continuation of the current standard keeps a standardized message the City has worked to develop in public outreach, provides resiliency and capacity to ensure supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater

Management Act (SGMA).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. The cumulative total for the City of Porterville's conservation efforts will reflect June 2015 through February 2017. Porterville's cumulative total conservation through February 2017 is 26.91%.

As of February 8, 2017, the State Water Resources Control Board has extended its existing water conservation regulations, monthly reporting will continue to monitor performance of urban water agencies which will include reasonable prohibitions against wasteful water practices such as watering lawns within 48 hours of a rainstorm, hosing off sidewalks and driveways, or over-watering landscaping to the point where water runs into the street. Rules had been set to expire February 28, 2017, however the Board agreed to consider repeal of the regulation in May if regulations have not been rescinded or modified by May 1, 2017, following a more thorough review of the state's water supply conditions. While water supplies have improved in many areas, the state's five-year drought has underscored the need for permanent improvements in California's long-term efficient water use and drought preparedness, making water conservation a way of life in California.

As summer months approach, the efforts to maintain a consistent messaging in the community will continue, staff will be approaching City Council in the first part of April to consider setting a Public Hearing in the first part May to return to Phase III of the City's Water Conservation Plan and have a proposed effective date of June 1, 2017. Phase III would provide an additional day of watering to city residences during the summer months, added flexibility and a schedule that mirrors last year's implementation schedule. Any changes approved for implementation by City Council will be publicly noticed in the paper, mail and local radio advertisement.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Monthly Cumulative Status February 2017
 2. Drought Response Phase IV Flyer

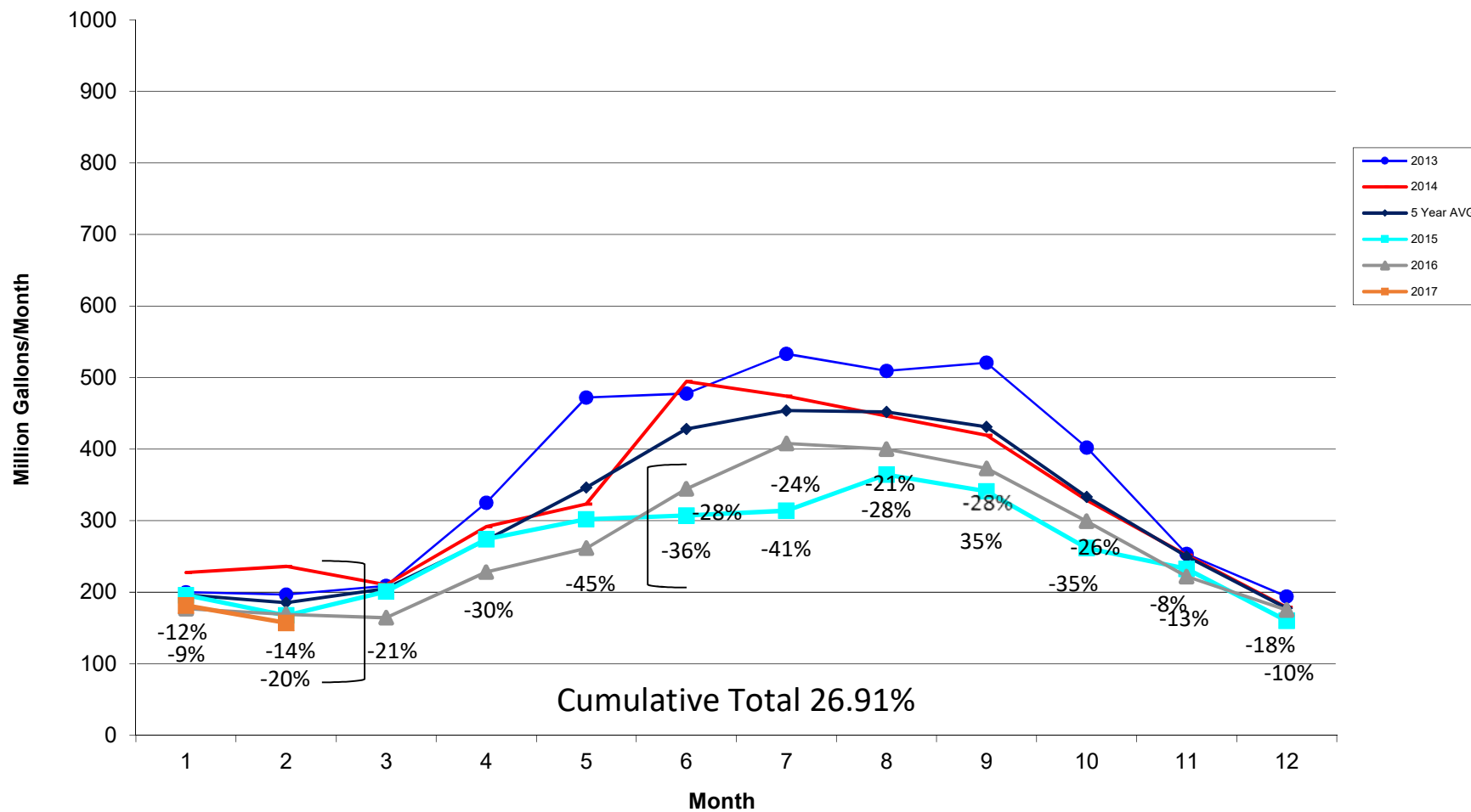
Appropriated/Funded:

Review By:

Department Director:
Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

Monthly Production Status Cumulative June 15/16 Through February 17 Production Comparison to 2013 & 5 Year Average





DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address
 Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Purchase of Pole-Mounted Camera Systems

SOURCE: Police

COMMENT: On January 19, 2016, City Council approved the purchase of auto theft prevention equipment through funding allocated to the Porterville Police Department through Assembly Bill 286 and held by the Tulare County Auditor/Controller. At that time, two future purchases were identified, a covert and non-covert pole mounted camera systems. These pole mounted systems are portable camera systems that can be mounted on poles in the areas identified as having a high number of vehicles being stolen, or in the areas wherein a number of stolen vehicles are being abandoned. Upon receiving a report of a stolen or abandoned stolen vehicle, Department staff can access the camera to assist in determining the time the incident occurred, as well as assisting in identifying related suspects or suspect vehicles.

While the need for the systems were identified at the January 19 meeting, the actual design of those camera systems had not been identified so while the purchase of the other items were authorized and have been completed, the purchase of the camera systems have not.

At this time, staff has determined the design of the camera systems and contacted multiple vendors to obtain quotes for the required systems. However, only two supplied a responsive quote:

QPCS - \$15,891.64

Special Services Group - \$28,616.06

The Department is requesting approval to purchase the (2) pole-mounted camera systems from QPCS as part of their continuing effort to combat auto theft in the City Of Porterville. Funds for these systems have already been received from the Tulare County Auditor/Controller and are available in the Department's Auto Theft Prevention account.

RECOMMENDATION: That the City Council:

- 1) Authorize the Police Department to negotiate the purchase of two (2) pole-mounted camera systems from QPCS in the amount of \$15,891.64; and,
- 2) Authorize payment upon receipt of the camera systems.

ATTACHMENTS: 1. Pole-Mounted Camera Systems Quotes

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



Quote

Quote Number: 1928

Payment Terms:
Expiration Date: 02/28/2017

Quote Prepared For

John Hall
Porterville Police Department
 350 N. D Street
 Porterville, CA 93257
 United States
 Phone:(559) 782-7405
 jhall@ci.porterville.ca.us

Quote Prepared By

Bob Ange
QPCS
 5259 Jerusalem Ct, Ste 1
 Modesto, CA 95356
 United States
 Phone:209-408-8140
 Fax:775-244-6394
bange@qpcs.net

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	1	RSU-Covert -High-Voltage Covert Package -Cellular 4G Rugged modem -Wireless Access Point - 802.11a/g 2.4Ghz -High-End Video Capture -120VAC Operation -Restart Relay with Remote Restart over IP -12VDC Power Supplies -55VDC Switch POE+ 802.3at for High-End PTZ with Blowers Includes PTZ Camera with 1080p -Simultaneous MJEG & H.264 Streams -Pan/Tilt/Zoom with 18X Optical Zoom and Auto Focus -Day/Night Functionality with images down to 0.005 lux -Support for Two-Way Audio if needed -500GB Storage	\$7,995.00	\$639.60	\$7,355.40	\$7,355.40
2)	1	RSU Analytics - PTZ with Built-In Infrared illuminator Remote Surveillance Unit (RSU) Analytics -Includes PTZ Camera (Pan/Tilt/Zoom)- -500 GB Storage -Loudspeaker System - 15Watt Speaker for RSU -Cellular 4G Modem -Infrared Illuminator	\$7,999.00	\$639.92	\$7,359.08	\$7,359.08
One-Time Subtotal						\$14,714.48
Tulare County (8%)						\$1,177.16
Total Taxes						\$1,177.16
One-Time Total						\$15,891.64
Total						\$15,891.64

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



Special Services Group, LLC
PO Box 825
Denair, CA 95316

Quotation

Date	Quotation #
1/23/2017	7139

Bill To
City of Porterville Attn: Purchasing Division 291 N. Main St. Porterville, CA 93257

Ship To
Porterville Police Department Capt. John Hall 350 N. "D" Street Porterville, CA 93257

P.O. No.	Terms
	Net 30

VIDEO ANALYTICS INCLUDED

Item	Description	Qty	Each	Total
2002306-VB50	Cascade Overt DVR Dome camera system. Includes: Canon VBM-50 full PTZ rotation IP camera Custom pre-configured router Custom DNS service for ease of use Airlink Raven RV50 gateway/modem to support 4G LTE speeds WiFi On-board NVR with Milestone recording software and removable 1TB HD Remote keyfob reset Unlimited technical support 2 Year warranty (Cellular data service NOT included)	1	13,118.00	13,118.00
Handling Fee	Shipping / Handling Fee	1	50.00	50.00
California Certified Small Business #1286880 Federal SBA Certified Small Business DUNS# 832638881		Subtotal		\$13,168.00
Important Export Restrictions: These products and/or technologies may be EXPORT-CONTROLLED and subject to the International Traffic in Arms Regulations (ITAR), or the Export Administration Regulations (EAR). Export of these products or information is prohibited without a valid export license issued by the US Department of State, Office of Defense Trade Controls as prescribed in the International Traffic in Arms Regulations, Title 22, Code of Federal Regulations, Parts 120-130.		Sales Tax (8.25%)		\$1,086.36
		Total		\$14,254.36
		Quote valid for 30 days. A 3% fee will be added for credit card payments.		

www.specialservicesgroup.us
 Email: sales@specialservicesgroup.us
 Phone: 209.682.5026
 Fax: 209.634.4426



Special Services Group, LLC
PO Box 825
Denair, CA 95316

Quotation

Date	Quotation #
1/23/2017	7138

Bill To
City of Porterville Attn: Purchasing Division 291 N. Main St. Porterville, CA 93257

Ship To
Porterville Police Department Capt. John Hall 350 N. "D" Street Porterville, CA 93257

P.O. No.	Terms
	Net 30

Item	Description	Qty	Each	Total
2002902-VB50	Cascade DVR2 pole camera system Includes: Covert weatherproof utility enclosure box Box size extremely small at 15.87" x 8.75" x 6.97" with locking hardware Canon VBM-50B full PTZ rotation IP camera Custom pre-configured router Custom DNS service for ease of use Airlink Raven RV50 gateway/modem to support 4G LTE speeds WiFi On-board NVR with Milestone recording software and removable 1TB HD Pole mount hardware AC and 12V DC receptacles and internal blocking diode Two side windows **and add one third front window** Remote keyfob reset Unlimited technical support 2 Year warranty (Cellular data service NOT included)	1	13,090.00	13,090.00
2003712	Streetlight Power Tap	1	127.15	127.15
Handling Fee	Shipping / Handling Fee	1	50.00	50.00
California Certified Small Business #1286880 Federal SBA Certified Small Business DUNS# 832638881		Subtotal		\$13,267.15
Important Export Restrictions: These products and/or technologies may be EXPORT-CONTROLLED and subject to the International Traffic In Arms Regulations (ITAR), or the Export Administration Regulations (EAR). Export of these products or information is prohibited without a valid export license issued by the US Department of State, Office of Defense Trade Controls as prescribed in the International Traffic in Arms Regulations, Title 22, Code of Federal Regulations, Parts 120-130.		Sales Tax (8.25%)		\$1,094.55
		Total		\$14,361.70
		Quote valid for 30 days. A 3% fee will be added for credit card payments.		

www.specialservicesgroup.us
 Email: sales@specialservicesgroup.us
 Phone: 209.682.5026
 Fax: 209.634.4426



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Authorization to Purchase Park Amenities through CDBG Funds by Negotiation

SOURCE: Parks and Leisure Services

COMMENT: In accordance with the City's Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87 adopted by City Council on October 20, 1987, staff hereby requests approval to begin negotiations for the purchase of the following park amenities:

<u>Description</u>	<u>Estimated Cost</u>
Zalud basketball and tennis court resurfacing	\$33,000
Shade structure for pool viewing area	\$10,000
Shade structure for pool picnic area	\$28,000
Pool restrooms roof	\$40,000
Disc golf targets Murry Park	\$8,000
Picnic tables Murry and Zalud Park	\$13,500
Picnic tables pool viewing area	\$9,000
Trash receptables Murry and Zalud Park	\$5,000

Funds for the purchase of these items are available through the Community Development Block Grant funds designated for public facilities and improvements specific to Murry and Zalud Park.

RECOMMENDATION: That the City Council authorize the purchase by negotiation of these park amenity items listed and authorize payment for said items upon satisfactory delivery and installation.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Request for Approval to Purchase Microsoft Office 365 US Government Community G1 Software, a Subscription-Based Hosted Version of Microsoft's Email and Calendaring System

SOURCE: Finance

COMMENT: On February 7, 2017, City Council approved the Information Technology (IT) division's request to migrate the City from Exchange 2010 to Office 365 E1, a cloud-based platform for email and calendaring system at an annual cost of \$16,507.50. Subsequently, it was brought to IT staffs' attention, that Office 365 E1 non-government plan will not meet the Criminal Justice Information Services (CJIS) requirement for public safety agencies. Staff is therefore resubmitting this request for approval to purchase Microsoft Office 365 US Government Community G1 which does meet CJIS compliance.

Staff received the following quotes for the initial annual subscription to Office 365 G1:

Dell	\$ 22,230.00
SHI	\$ 23,660.00
Softchoice Corp	\$ 26,182.50

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

RECOMMENDATION: That the City Council approve the purchase of Office 365 Government Community G1 platform at an initial annual subscription cost of \$22,230.00 plus applicable tax.

ATTACHMENTS:

1. SHI O365 Quote
2. Dell O365 Quote
3. SoftChoice O365 Quote

Appropriated/Funded:

Review By:

Department Director:
Final Approver: John Lollis, City Manager



Pricing Proposal
 Quotation #: 12948809
 Created On: 2/8/2017
 Valid Until: 3/8/2017

City of Porterville CA

Nino Renzi

291 North Main Street
 Porterville, CA 93257
 United States
 Phone: (559) 782-7434
 Fax:
 Email: nrenzi@ci.porterville.ca.us

Inside Account Executive

Samuel Urso

290 Davidson Ave
 Somerset, NJ 08873
 Phone: (800)-477-6479
 Fax: 800-477-6479
 Email: Samuel_Urso@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365GovE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002	250	\$71.01	\$17,752.50
2 ExchgOnlnArchGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4ES-00001	250	\$23.63	\$5,907.50
		Shipping	\$0.00
		*Tax	\$0.00
		Total	\$23,660.00

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note that all returns are subject to manufacturer/distributor approval and must be within 30 days of invoice date & factory sealed, unless defective.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



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

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

Quote	8057291
Date	14-Mar-2017
Reference	5042950 / 5074523

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	Bis Fremichael Bis.Fremichael@softchoice.com Phone: (312) 655-9002 x323346 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
TM9548	4DS-00001 VL-YSLG	MS ENTERPRISE AGREEMENT SLG - EOARCHFOREXCHONLINE SHRDSVR MONTHLY SUBSCRIPTION -VOLUMELICENSE MVL 1LICENSE PERUSR ALL LANGUAGES SAAS MS EA-LVL D SLG	250	\$34.06	\$8,515.00
MEMO		12 Month Subscription			
MEMO		Net New - active agreement required			

SUB TOTAL \$26,182.50
 DELIVERY: Economy NO CHARGE

All currency in this quote is in US dollars.

TOTAL \$26,182.50
Estimated Monthly Lease Payment \$808 per month*

*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

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

<http://m.softchoice.com/files/pdf/terms/TermsAndConditionsForProductPurchases.pdf>



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Authorization to Repair City Well No. 21

SOURCE: Public Works

COMMENT The City of Porterville's Well No. 21, located on the north side of Harrison Avenue, west of Hockett Street, has experienced an operational failure. The demand on the water system depends on all wells being operational, so it is imperative that we restore operation to this well. Failure to correct this issue would affect the City's overall water system pressure and production capabilities as the summer months approach.

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. However, currently three (3) bids were requested and three (3) bids were received from these local pump repair companies:

<u>Company</u>	<u>Total</u>
Valley Pump & Dairy Systems	\$ 33,416
WPI Water Resources Inc	\$ 46,826
S.A. Camp and Drilling Company	\$ 54,913

Valley Pump & Dairy Systems was the lowest bidder to respond. In addition, they are immediately available to start correcting all issues at City Well No. 21, at a cost not to exceed \$36,758 (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 \$36,758 for the repair of City Well No. 21; 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. Location Map City Well 21
2. Valley Pump & Dairy Systems City Well 21 Quote
3. WPI City Well 21 Quote
4. S.A. Camp Pump & Drill Company City Well 21 Quote

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



MORTON AVENUE

D STREET

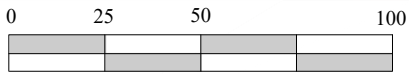
ALLEY

HOCKETT STREET

WELL #21



HARRISON AVENUE



SCALE: 1"=50'
ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF

PORTERVILLE
POLIVE
DEPARTMENT

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

City Well #21

OWNER	CITY OF PORTERVILLE
APN	-
AREA	-
ACRES	-
SCALE	1" = 50'
DATE	3/10/17
DRAWN BY	CAL
CHECKED BY	-

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 #21

Description: Pull 100 hp Vertical turbine and Video well. Repair the 100 hp motor with new bearings. Use existing 200' of 10" column pipe, replace all tube & shaft, Build new bowl assembly, & extend 40'.

Need by: _____

Amount	Description	Each	Cost
1	100 Hp Motor Repair w/ New Bearings		\$4,250.00
12	2 1/2' x 1 1/2" Tube & Shaft	\$595.00	\$7,140.00
2	10" Column pipe	\$ 540.00	1,080.00
1	Top tube, & Headshaft, Stretch Asembly		1,250.00
1	11 c 6 stg Bowl Assembly		7,950.00
1	Miscellaneous 1" Pvc, Elect conn., etc.		750.00
1	Well Video		650.00
	Sub Total		\$23,070.00
	Tax		1,845.60
	Labor		\$8,500
	Total		\$33,415.60

Presented By: Nick Wilson

This Quote is good for 15 Days

Accepted By _____
Company: _____



WPI Water Resources, Inc

PO Box 11139
 Terra Bella, CA 93270
 CA LIC # 956172

Estimate

Date	Estimate #
1/16/17	17-705

Name / Address		
City of Porterville 555 N. Prospect St. Porterville, CA. 93257		
Customer PO #		Field #
0		Well 21

WPI Work Order #	Terms	
17-705	Due Upon Job Completion	
APN #		Deposit Check #
0		
Plant #	Meter #	
0		

Description

THIS ESTIMATE IS FOR THE REPAIR OF YOUR DEEP WELL TURBINE LOCATED ON THE NORTHWEST CORNER OF HARRISON AND HOCKETT. WELL SITE #21

- PUMP END
- (10)2-1/2" X 1-1/2" X 20' Tube & Shaft
- (4)10" .279 X 20' Column Pipe Threaded & Collared
- 8" Weld On Galv Cone Strainer
- 10" X 2-1/2" Rubber Centering Spiders
- 10 Gallons of Pump Oil
- 5 GAL SPRAY SOLVENT
- 1-1/2" Head Shaft
- 26" x 2-1/2" Tubing Special
- Discharge Gasket 10" x 16"
- Tubing Nut 2-1/2 X 1-1/2 LH10
- 3" head shaft nut
- COPPER FITTING, 1/4"
- 1/4" Copper Tubing
- 2-1/2" LH10 X 1-1/2" GOULD
- Plate 7-1/2 X 2-1/2" ID (materials only)
- PACKING RING, 2-1/2" C.I.
- 2-1/2" o-ring
- 3/8" GIB KEY
- Lubricant, Grease, Tape, Paint, Bolts, Nuts, Connectors, Etc
- SHAFT COUPLING, 1 1/2" LH10
- Angular Contact Bearing
- Thrust Bearing
- SHOP LABOR TO RECONDITION MOTOR
- Video Inspection of Well
- LABOR FOR PUMP RIG TO PULL PUMP

Thank you for your business! If there are any questions, please call Joe Tucker at (559) 361-1628.

Subtotal

Sales Tax (8.25%)

Total

THIS ESTIMATE IS GOOD FOR 30 DAYS FROM THE DATE PRINTED ABOVE.
BY AUTHORIZING BELOW, THE CUSTOMER UNDERSTANDS THAT THIS IS ONLY AN ESTIMATE OF CHARGES TO EXPECT, AND NOT A GUARANTEED RATE. FINAL INVOICE PRICING MAY INCREASE OR DECREASE DEPENDING UPON DISCOVERY.

CUSTOMER AUTHORIZATION



WPI Water Resources, Inc

PO Box 11139
 Terra Bella, CA 93270
 CA LIC # 956172

Estimate

Date	Estimate #
1/16/17	17-705

Name / Address	
City of Porterville 555 N. Prospect St. Porterville, CA. 93257	
Customer PO #	Field #
0	Well 21

WPI Work Order #	Terms
17-705	Due Upon Job Completion
APN #	Deposit Check #
0	
Plant #	Meter #
0	

Description

SHOP LABOR (DISASSEMBLE AND INSPECT PUMP, CLEAN AND PAINT MOTOR AND HEAD, WELD CONE STRAINER, AND PRESS IN BUSHINGS)
 ENGINE AND TURRET LATHE WORK (MACHINE IMPELLER SHAFT, TRIM IMPELLERS, MACHINE STUB TUBE, MACHINE HEAD NIPPLE, MACHINE HEAD SHAFT, MACHINE TUBE SPECIAL, MACHINE WHITTEN PLATE)
 SHOP LABOR (ASSEMBLE AND PAINT PUMP)
 LABOR FOR PUMP RIG TO INSTALL PUMP

Thank you for your business! If there are any questions, please call Joe Tucker at (559) 361-1628.

THIS ESTIMATE IS GOOD FOR 30 DAYS FROM THE DATE PRINTED ABOVE.
BY AUTHORIZING BELOW, THE CUSTOMER UNDERSTANDS THAT THIS IS ONLY AN ESTIMATE OF CHARGES TO EXPECT, AND NOT A GUARANTEED RATE. FINAL INVOICE PRICING MAY INCREASE OR DECREASE DEPENDING UPON DISCOVERY.

CUSTOMER AUTHORIZATION _____

Subtotal	\$44,054.06
Sales Tax (8.25%)	\$2,772.33
Total	\$46,826.39

S. A. CAMP PUMP AND DRILLING COMPANY
P.O. BOX 82575 BAKERSFIELD CA 93380-2575
17876 ZERKER RD BAKERSFIELD CA 93308
PHONE (661) 399-2976 FAX (661) 399-8063 CA LIC# 346951
----ESTIMATE----

CUSTOMER:	CITY OF PORTERVILLE	DATE:	2/13/2017
ATTENTION:	DAVID PAYNE	PHONE:	559-782-7516
LOCATION:	CITY WELL #21	EMAIL:	dpayne@ci.porterville.ca.us

QTY	DESCRIPTION	AMOUNT
1	10 STAGE 9" RCLC GOULDS BOWLS WITH MARINE BEARINGS AND SS BOLTING	15,250.00
1	CONE STRAINER	350.00
80'	8" X 0.277" COLUMN PIPE REPLACEMENT	3,225.00
240'	2-1/2" X 1-1/2" TUBE AND SHAFT	9,852.00
1	2-1/2" TUBING SPECIAL	320.00
1	1-1/2" HEAD SHAFT WITH NUT	505.00
6	2-1/2" X 8" TUBING STABILIZERS	255.00
1	100 HP MOTOR REWIND	2,000.00
1	LOT MISCELLANEOUS MATERIALS	250.00
1	LOT MACHINE WORK	2,000.00
ESTIMATED TOTAL FOR THE ABOVE MATERIAL		34,007.00
8-1/4% SALES TAX		2,805.00
1	LOT PREVAILING LABOR TO INSTALL THE ABOVE MATERIALS	17,500.00
1	WELL VIDEO	600.00
ESTIMATED TOTAL FOR THE ABOVE MATERIAL, 8-1/4% SALES TAX, AND LABOR		\$54,912.58

NOTE: THIS ESTIMATE IS BASED UPON A HYDRAULIC TEST REPORT PROVIDED BY THE CUSTOMER. S.A. CAMP HAS NO OTHER INFORMATION ASIDE FROM THE LIMITED AMOUNT PROVIDED BY THE REPORT. AS SUCH, THIS SHOULD BE CONSIDERED A "ROUGH" ESTIMATE.

QUOTED BY: JOSH ALVIDREZ



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Authorization to Repair City Well 23

SOURCE: Public Works

COMMENT The City of Porterville's Well No. 23, located on the southeast corner of S. Indiana Street and Union Avenue, has experienced an operational failure. The demand on the City's water system depends on all wells being operational, so it is imperative that we restore operation to this well. Failure to correct this issue would affect the City's overall water system pressure and production capabilities as the summer months approach.

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. However, currently three (3) bids were requested and three (3) bids were received from these local pump repair companies:

<u>Company</u>	<u>Total</u>
Valley Pump & Dairy Systems	\$ 40,953
WPI Water Resources Inc	\$ 53,161
S.A. Camp and Drilling Company	\$ 66,379

Valley Pump & Dairy Systems was the lowest bidder to respond. Additionally, they are immediately available to start correcting all issues at City Well No. 23, at a cost not to exceed \$45,049 (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 \$45,049 for the repair of City Well No. 23; 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. Location Map City Well 23
2. Valley Pump & Dairy Systems City Well 23 Quote
3. WPI Water Resources Inc City Well 23 Quote
4. S.A. Camp Pump & Drilling Company City Well 23 Quote

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

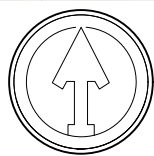
Final Approver: John Lollis, City Manager

INDIANA STREET

OHIO STREET

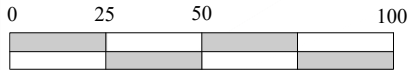
UNION AVENUE

WELL #23



NORTH

TULE RIVER



SCALE: 1"=50'

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

City Well #23

OWNER	CITY OF PORTERVILLE
APN	-
AREA	-
ACRES	-
SCALE	1" = 50'
DATE	3/10/17
DRAWN BY	CAL
CHECKED BY	-

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 #23

Description: Pull 100 hp Vertical turbine and Video well. Repair the 100 hp motor with new bearings. Use existing 400' of 10" column pipe, replace all tube & shaft, Build new bowl assembly, & extend 40'.

Need by: _____

Amount	Description	Each	Cost
1	100 Hp Motor Repair w/ New Bearings		\$4,250.00
22	2 1/2' x 1 1/2" Tube & Shaft	\$595.00	\$13,090.00
2	10" Column pipe	\$ 540.00	1,080.00
1	Top tube, & Headshaft, Stretch Assembl!		1,250.00
1	11 c 6 stg Bowl Assembly		8,655.00
1	Miscellaneous 1" Pvc, Elect conn., etc.		750.00
1	Well Video		650.00
	Sub Total		\$29,725.00
	Tax		2,378.00
	Labor		\$8,850
	Total		\$40,953.00

Presented By: Nick Wilson

This Quote is good for 15 Days

Accepted By _____
Company: _____



WPI Water Resources, Inc
 PO Box 11139
 Terra Bella, CA 93270
 CA LIC # 956172

Estimate

Date	Estimate #
1/16/17	17-704

Name / Address	
City of Porterville 555 N. Prospect St. Porterville, CA. 93257	
Customer PO #	Field #
0	Well 23

WPI Work Order #	Terms
17-704	Due Upon Job Completion
APN #	Deposit Check #
0	
Plant #	Meter #
0	

Description

THIS ESTIMATE IS FOR THE REPAIR OF YOUR DEEP WELL TURBINE LOCATED ON THE SOUTHEAST CORNER OF UNION AND INDIANA. WELL SITE #23.

PUMP END COMPLETE

- (20) 2-1/2" X 1-1/2" X 20' Tube & Shaft
- (4) 10" .279 X 20' Column Pipe Threaded & Collared
- 8" Weld On Galv Cone Strainer
- 10" X 2-1/2" Rubber Centering Spiders
- 10 Gallons of Pump Oil
- 5 GAL SPRAY SOLVENT
- 1-1/2" Head Shaft
- 26" x 2-1/2" Tubing Special
- Discharge Gasket 10" x 16"
- Tubing Nut 2-1/2 X 1-1/2 LH10
- 3" head shaft nut
- COPPER FITTING, 1/4"
- 1/4" Copper Tubing
- 2-1/2" LH10 X 1-1/2" GOULD
- Plate 7-1/2 X 2-1/2" ID (materials only)
- PACKING RING, 2-1/2" C.I.
- 2-1/2" o-ring
- 3/8" GIB KEY
- Lubricant, Grease, Tape, Paint, Bolts, Nuts, Connectors, Etc
- SHAFT COUPLING, 1 1/2" LH10

SHOP LABOR TO RECONDITION MOTOR

- Video Inspection of Well
- LABOR FOR PUMP RIG TO PULL PUMP
- SHOP LABOR (DISASSEMBLE AND INSPECT PUMP, CLEAN AND PAINT MOTOR AND HEAD, WELD CONE STRAINER, AND PRESS IN BUSHINGS)

Thank you for your business! If there are any questions, please call Joe Tucker at (559) 361-1628.

Subtotal

Sales Tax (8.25%)

Total

THIS ESTIMATE IS GOOD FOR 30 DAYS FROM THE DATE PRINTED ABOVE.

BY AUTHORIZING BELOW, THE CUSTOMER UNDERSTANDS THAT THIS IS ONLY AN ESTIMATE OF CHARGES TO EXPECT, AND NOT A GUARANTEED RATE. FINAL INVOICE PRICING MAY INCREASE OR DECREASE DEPENDING UPON DISCOVERY.

CUSTOMER AUTHORIZATION



WPI Water Resources, Inc
 PO Box 11139
 Terra Bella, CA 93270
 CA LIC # 956172

Estimate

Date	Estimate #
1/16/17	17-704

Name / Address	
City of Porterville 555 N. Prospect St. Porterville, CA. 93257	
Customer PO #	Field #
0	Well 23

WPI Work Order #	Terms	
17-704	Due Upon Job Completion	
APN #		Deposit Check #
0		
Plant #	Meter #	
0		

Description

ENGINE AND TURRET LATHE WORK (MACHINE IMPELLER SHAFT, TRIM IMPELLERS, MACHINE STUB TUBE, MACHINE HEAD NIPPLE, MACHINE HEAD SHAFT, MACHINE TUBE SPECIAL, MACHINE WHITTEN PLATE)
 SHOP LABOR (ASSEMBLE AND PAINT PUMP)
 LABOR FOR PUMP RIG TO INSTALL PUMP

Thank you for your business! If there are any questions, please call Joe Tucker at (559) 361-1628.

Subtotal \$49,905.47

THIS ESTIMATE IS GOOD FOR 30 DAYS FROM THE DATE PRINTED ABOVE.

Sales Tax (8.25%) \$3,255.08

BY AUTHORIZING BELOW, THE CUSTOMER UNDERSTANDS THAT THIS IS ONLY AN ESTIMATE OF CHARGES TO EXPECT, AND NOT A GUARANTEED RATE. FINAL INVOICE PRICING MAY INCREASE OR DECREASE DEPENDING UPON DISCOVERY.

Total \$53,160.55

CUSTOMER AUTHORIZATION _____

S. A. CAMP PUMP AND DRILLING COMPANY
P.O. BOX 82575 BAKERSFIELD CA 93380-2575
17876 ZERKER RD BAKERSFIELD CA 93308
PHONE (661) 399-2976 FAX (661) 399-8063 CA LIC# 346951
----ESTIMATE----

CUSTOMER:	CITY OF PORTERVILLE	DATE:	2/13/2017
ATTENTION:	DAVID PAYNE	PHONE:	559-782-7516
LOCATION:	CITY WELL #23	EMAIL:	dpayne@ci.porterville.ca.us

QTY	DESCRIPTION	AMOUNT
1	12 STAGE 10" RJMC GOULDS BOWLS WITH MARINE BEARINGS AND STAINLESS STEEL BOLTING	19,275.00
1	CONE STRAINER	350.00
80'	8" X 0.277" COLUMN PIPE REPLACEMENT	3,225.00
400'	2-1/2" X 1-1/2" TUBE AND SHAFT	16,420.00
1	2-1/2" TUBING SPECIAL	320.00
1	1-1/2" HEAD SHAFT WITH NUT	505.00
12	2-1/2" X 8" TUBING STABILIZERS	255.00
1	100 HP MOTOR REWIND	2,000.00
1	LOT MISCELLANEOUS MATERIALS	250.00
1	LOT MACHINE WORK	2,000.00
ESTIMATED TOTAL FOR THE ABOVE MATERIAL		44,600.00
8-1/4% SALES TAX		3,679.50
1	LOT PREVAILING LABOR TO INSTALL THE ABOVE MATERIALS	17,500.00
1	WELL VIDEO	600.00
ESTIMATED TOTAL FOR THE ABOVE MATERIAL, 8-1/4% SALES TAX, AND LABOR		\$66,379.50

NOTE: RUBBER PLATES WERE INSTALLED IN THIS WELL TO MITIGATE AIR DUE TO FALLING WATER. IF THEY CANNOT BE USED AGAIN, IT WILL BE AN ADDITIONAL \$750.00 TO REPLACE THEM.

NOTE: EVERY EFFORT WILL BE MADE TO USE THE EXISTING EQUIPMENT IF CONDITION ALLOWS. CUSTOMER WILL BE BILLED ACCORDINGLY.



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Award of Contract for Airport Restaurant Lease

SOURCE: Finance

COMMENT: The operating and lease agreement for the Municipal Airport Restaurant expired on January 8, 2017. The Operator/Lessee decided not to extend the terms of the lease and ceased operations. Consequently, the City Council directed staff to issue a Request for Proposals (RFP). The City received three responses to the RFP from the following:

Debie Fittro
Charlotte Scott & Wendall Reed
Randy's Bistro

Staff carefully evaluated the proposals using several factors including the proposers' experience in the restaurant/retail business, the ability to demonstrate financial responsibility and sufficient resources to operate the restaurant, the proposed hours of operation, and the proposed monthly lease amount.

After reviewing the three proposals, staff recommends awarding the contract to Debie Fittro. Ms. Fittro has been a resident of the City for 36 years and has been in the retail and restaurant business for several years. She is familiar with the airport restaurant as she had worked with the former owner/operator for four years. She is proposing to serve breakfast and lunch six days a week from 7:00 AM to 3:00 PM, excluding Tuesdays and serve dinner on Friday nights, provide food and delivery service to the Airport Industrial Park area, and open the restaurant for special occasions. Consistent with the recommended lease appraisal, she proposes an initial monthly rent of \$1,099, and is immediately available to start running the business.

RECOMMENDATION: That the City Council award the Operating and Lease Agreement for the Airport Restaurant to Debie Fittro for a term of five years with an option to extend the terms of the agreement for additional periods of five years.

ATTACHMENTS: 1. Draft Agreement

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

OPERATING AND LEASE AGREEMENT

THIS OPERATING AND LEASE AGREEMENT, is made and entered into this ____ day of _____, by and between the CITY OF PORTERVILLE, a municipal corporation of the State of California, hereinafter referred to as "LESSOR", and _____, hereinafter referred to as "OPERATOR/LESSEE".

FOR AND IN CONSIDERATION of the rents, covenants and conditions herein contained, to be paid, performed and observed by OPERATOR/LESSEE, LESSOR does lease and demise to OPERATOR/LESSEE, and OPERATOR/LESSEE does lease and accept from LESSOR, the facilities described in Exhibit "A", attached, for the sole purpose of operating a public restaurant at Porterville Municipal Airport. The area marked "Bar Overflow" is to be used for the purpose of overflow only. This area is designated as a Pilot Lounge and is to remain the number one use for this area.

OPERATOR/LESSEE agrees that during any special activities such as: the Annual Freedom Fest or other special activity conducted on Airport property, OPERATOR/LESSEE shall not conduct any alcohol sales or food preparation activity outside the airport building nor host another organization's event or activity around the restaurant area, without a written request and the specific written permission of the City. Said written request must be made to the Airport Manager 30 days prior to the activity.

1. TERM: The term of this agreement shall commence when both parties have executed same and shall terminate on _____, _____. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value

of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements. Provided OPERATOR/LESSEE is not in default with respect to any of the conditions or covenants of this lease, OPERATOR/LESSEE shall have an option to request an extension of the terms hereof for additional periods of five (5) years each by giving written notice thereof to the LESSOR not less than 120 days prior to expiration of this agreement or any five year extension thereof. LESSOR is not obligated to grant any extension.

2. **LOSS OF BUSINESS:** It is anticipated that there may be some portion of the lease period that the premises must be closed due to building expansion and/or remodel by the Lessor. Lessee hereby agrees that he shall not be compensated for any loss of business, profits or other monetary damages arising out of said closure, regardless of length of time. Rent shall be prorated for that period of closure, which Lessee specifically acknowledges shall be the only financial recourse arising out of said closure.

3. **CANCELLATION OF AGREEMENT:** LESSOR may terminate this agreement at any time, with cause, by notifying, in writing, OPERATOR/LESSEE 120 days in advance of such termination. Said termination notice shall include reasons for such action. Any termination pursuant to this paragraph shall not be subject to any rights to cure a default or breach found in Paragraphs 10, 13 and 28 herein.

OPERATOR/LESSEE may terminate this agreement at any time by notifying, in writing, LESSOR 180 days in advance of such termination.

4. **RENTAL UNDERSTANDING:** OPERATOR/LESSEE AGREES TO PAY to

LESSOR an amount equal to _____ as rent each month. Monthly rental payments shall be due and payable on the first day of each month throughout the term of this lease and any extension thereof. Should rental payments not be paid by OPERATOR/LESSEE within 30 days of due date, a penalty in the amount of 1% of the past due amount shall be assessed by LESSOR and shall be payable by OPERATOR/LESSEE. Installments more than 60 days past due shall be cause for breach of lease under the provisions of paragraph 28 of this agreement.

Beginning January 1, 2018, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

5. IMPROVEMENTS: OPERATOR/LESSEE and LESSOR understand that Exhibit "B" may be revised from time-to-time during the term of this agreement. Lessor is responsible for replacement of equipment or improvements to the facilities under normal wear and tear. Due to the nature of this business LESSEE, with prior approval from the Airport Manager, may purchase equipment and/or make improvements to the facility with reimbursement from the Lessor.

6. ASSETS: OPERATOR/LESSEE and LESSOR agree that all assets contained in the business at the time of the initiation of this agreement or purchased as described in Paragraph 5 above, of said public restaurant, shall remain solely and unconditionally the property of LESSOR during the term of this agreement.

7. "GOODWILL" VALUE: It is hereby agreed and understood by both parties, OPERATOR/LESSEE and LESSOR, that any "goodwill" value acquired by OPERATOR/LESSEE during the term of this agreement will bear no value in terms of

consideration to OPERATOR/LESSEE at the termination of this agreement.

8. TAXES AND ASSESSMENTS: OPERATOR/LESSEE agrees to pay all taxes and/or assessments levied by any governmental agency upon any interest acquired by OPERATOR/LESSEE under the terms of this agreement. OPERATOR/LESSEE shall be responsible for any possessory interest tax obligation which may arise as a result of this lease agreement.

9. COMPLIANCE WITH LAW: OPERATOR/LESSEE shall, as its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and orders whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

10. LIENS AND ENCUMBRANCES: OPERATOR/LESSEE shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any service performed or obligations incurred by OPERATOR/LESSEE, or from any other cause.

11. NUISANCE: OPERATOR/LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes nuisance or which may disturb the quiet enjoyment of LESSOR or any tenant of LESSOR on adjacent or neighboring property.

OPERATOR/LESSEE further agrees that, within 72 hours from receiving written notice by LESSOR that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

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

all costs of abatement, including attorney fees within 30 days.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California 93257, within 72 hours after OPERATOR/LESSEE has received notice of said nuisance.

12. CONDITION OF PREMISES: OPERATOR/LESSEE has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

13. ALTERATION: OPERATOR/LESSEE shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

14. MAINTENANCE: OPERATOR/LESSEE agrees to keep the improvements and equipment in a good state of repair by periodic maintenance and painting as the same are required. During the term of this agreement, the City Airport Manager shall have the right to notify OPERATOR/LESSEE in writing wherein OPERATOR/LESSEE has failed to maintain said structure, improvements and equipment in a good state of repair. OPERATOR/LESSEE shall correct the failure or have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to OPERATOR/LESSEE by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

OPERATOR/LESSEE also agrees to be responsible for the regular maintenance and upkeep of the join-use restrooms and lobby areas.

15. UTILITIES: OPERATOR/LESSEE agrees to pay during the term of this agreement any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal

service.

16. NEGATION OF PARTNERSHIP: LESSOR shall not become or be deemed a partner or joint venturer with OPERATOR/LESSEE or associate in any relationship with OPERATOR/LESSEE'S operations thereon.

17. INDEMNIFICATION: OPERATOR/LESSEE agrees to indemnify, defend and save harmless LESSOR, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of OPERATOR/LESSEE'S business on the demised premises during the term of this agreement, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this agreement, including any and all attorneys fees and/or costs.

18. LIABILITY INSURANCE: OPERATOR/LESSEE, in order to protect LESSOR, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of OPERATOR/LESSEE'S (a) use and operations on the demised premises or in connection therewith, and (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the LESSOR as additional insured on OPERATOR/LESSEE'S insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.) and, that such policy shall not have a deductible in excess of \$500. Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, Worker's Compensation and Employer's Liability, as well as Liquor Liability Insurance coverage, and all coverages must be with a reliable insurance carrier authorized to do such public liability and property damage, worker's compensation and employer's liability and liquor liability insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to LESSOR. Prior to commencing

operations, but within ten (10) days from the date of this agreement, OPERATOR/LESSEE shall file with the Finance Department, City of Porterville, a duly certified Certificate(s) of Insurance evidencing that the herein above mentioned public liability and property damage, worker's compensation and employer's liability and liquor liability provisions have been complied with, and setting forth that LESSOR, its agents, officers, and employees are named as additional insured. In the event that OPERATOR/LESSEE shall fail to take out and keep in effect such policy or policies, or to furnish evidence thereof to LESSOR, LESSOR may, at LESSOR'S option, procure the same, pay the premium thereof and collect same with the next payments of rental due from OPERATOR/LESSEE, or immediately terminate this agreement.

19. NON-DISCRIMINATION: OPERATOR/LESSEE for itself, its heirs, personal representatives, successors, and assigns shall not grant any special, preferential, or nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

In the event of breach of any of the above non-discriminatory covenants, LESSOR shall have the right to terminate this agreement and to re-enter and repossess the demised premise and the facilities thereon and hold the same as if this agreement had never been made or issued.

OPERATOR/LESSEE agrees that it shall insert the above non-discrimination provisions in any other agreement by which OPERATOR/LESSEE grants a right or privilege to any person, firm, or corporation to render services to the public on the premises herein leased.

20. IMPROVEMENT OF LANDING AREA: LESSOR reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of OPERATOR/LESSEE and without interference or hindrance.

21. MAINTENANCE OF LANDING AREA: LESSOR reserves the right in its sole discretion to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the OPERATOR/LESSEE

in this regard.

22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

This agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the LESSOR and the United States relative to the development, operation or maintenance of the Airport.

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

24. RIGHTS OF UNITED STATES GOVERNMENT: This agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

To the OPERATOR/LESSEE: _____

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

The address to which the notices shall be or may be mailed to either party shall or may be changed by

written notice given by such party to the other, but nothing herein contained shall preclude the giving of any such notice by personal service.

26. AUTHORIZED AGENT OF LESSOR: The Airport Manager of the City of Porterville is the duly authorized agent of the LESSOR for purposes of this agreement; and as to any obligations assumed herein by OPERATOR/LESSEE, they shall be performed to the satisfaction of said Airport Manager.

27. ASSIGNMENT AND SUBLETTING: This agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. OPERATOR/LESSEE agrees that it shall not sublet the premises or any part thereof or assign, transfer, mortgage, or otherwise convey this agreement or any of its rights and interest hereunder without the prior written consent of LESSOR. In the event the OPERATOR/LESSEE shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation of the foregoing provision, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by written notice to OPERATOR/LESSEE, either declare this lease and any such sublease, assignment, transfer, mortgage, or conveyance void or terminate this agreement. Any consent by LESSOR to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance. This clause shall not be construed to limit any right or remedy which LESSOR becomes entitled to by reason of the action(s) or failure(s) to act of OPERATOR/LESSEE.

28. . HYPOTHECATION: OPERATOR/LESSEE may, with the consent of LESSOR, assign, transfer, mortgag
(a) To do any act or thing required of OPERATOR/LESSEE in order to prevent a

forfeiture of OPERATOR/LESSEE'S rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of OPERATOR/LESSEE'S rights hereunder by OPERATOR/LESSEE.

(b) To succeed to the interest of OPERATOR/LESSEE hereunder and thereafter at such lender's option to convey, assign, or sublease the interest or title to said leasehold estate to another person acceptable to LESSOR, subject to all the terms, conditions, and covenants of this agreement. Two (2) copies of any and all security devices or instruments shall be filed with the City's Airport Manager prior to the effective date thereof; and OPERATOR/LESSEE shall give the Airport Manager prior written notice of any changes or amendments thereto.

Any bona fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and OPERATOR/LESSEE, to remove any or all of OPERATOR/LESSEE'S improvements under said hypothecation from the demised premises, subject only to the restrictions that in the event of such removal, the demised premises herein above described be restored by OPERATOR/LESSEE to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

29. BREACH BY OPERATOR/LESSEE: In the event of breach by OPERATOR/LESSEE of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to OPERATOR/LESSEE by LESSOR, this agreement and all privileges herein granted shall be terminated and be of no other force or effect, and OPERATOR/LESSEE shall immediately surrender possession of the premises hereby granted, and in the event LESSOR has to resort to legal action to enforce any provision hereof; or to obtain restitution hereunder, the OPERATOR/LESSEE shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event OPERATOR/LESSEE breaches

this agreement and abandons the demised premises before the end of the term, or if OPERATOR/LESSEE'S right to possession is terminated by LESSOR because of a breach of this agreement, LESSOR shall have the right to recover from OPERATOR/LESSEE, as provided in State of California Civil Code Section 1951.2. Damages LESSOR may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the OPERATOR/LESSEE proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which LESSOR may become entitled to by reason of the action(s) or failure(s) to act of OPERATOR/LESSEE.

30. WAIVER OF BREACH: The waiver by LESSOR of any breach by OPERATOR/LESSEE of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

31. BANKRUPTCY: In the event that (a) OPERATOR/LESSEE shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of OPERATOR/LESSEE shall be instituted by anyone other than LESSOR under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for OPERATOR/LESSEE, or any lien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of OPERATOR/LESSEE'S rights or interest under this agreement; or (d) there shall be any other assignment of any of OPERATOR/LESSEE'S rights or interest under this agreement by operation of law, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by written notice to OPERATOR/LESSEE, terminate this agreement and all rights and interest of OPERATOR/LESSEE and all other persons under this agreement. The term

"OPERATOR/LESSEE", as used in this paragraph includes any individual, partnership, or corporation who is an OPERATOR/LESSEE hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership which is an OPERATOR/LESSEE hereunder. Any consent by LESSOR to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

32. QUIET POSSESSION: Notwithstanding any other provision in this agreement, LESSOR covenants that OPERATOR/LESSEE, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term of agreement.

33. SURRENDER OF PREMISES: On the last day of the term of agreement, OPERATOR/LESSEE v

34. REMOVAL OF IMPROVEMENTS AT TERMINATION: Upon the termination of this agreement, for any reason other than OPERATOR/LESSEE'S failure to perform its obligations under the terms and conditions of this agreement, OPERATOR/LESSEE shall have the right at OPERATOR/LESSEE'S sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures, not itemized on Exhibit "B", of whatsoever kind or nature placed on the demised premises by OPERATOR/LESSEE or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by OPERATOR/LESSEE. If after the termination of this agreement, OPERATOR/LESSEE has not removed said improvements, furniture, furnishings, equipment, and fixtures, then LESSOR shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth

above at the expense of OPERATOR/LESSEE. Said expense shall also include consideration for the additional time OPERATOR/LESSEE or its improvements occupy the premises beyond the termination date and disallow LESSOR'S total utilization of the premises pursuant to its ownership of the property. OPERATOR/LESSEE shall not remove, damage or destroy any improvements, furniture, equipment or fixtures placed on the premises and/or owned by LESSOR.

35. RESTITUTION FOLLOWING FAILURE TO PERFORM: In the event of a termination by LESSOR of this agreement because of OPERATOR/LESSEE'S failure to faithfully perform the terms and conditions of this agreement, LESSOR may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from OPERATOR/LESSEE'S failure to perform and thereupon the OPERATOR/LESSEE shall have the right to remove said improvements.

36. INCORPORATION OF PRIOR AGREEMENTS AND AMENDMENTS: This agreement contains all understandings of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This agreement may be modified in writing only, signed by the parties in interest at the time of modification.

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

38. CONSTRUED PURSUANT TO CALIFORNIA LAW: The parties hereto agree that the provisions of this agreement will be construed pursuant to the laws of the State of California.

39. VENUE: If either OPERATOR/LESSEE or LESSOR initiates an action to enforce the terms thereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. OPERATOR/LESSEE expressly waives any rights they might otherwise be entitled to

under Section 394 of the California Code of Civil Procedure applicable to the removal of any such action to a different county.

40. COVENANTS AND CONDITIONS: Each provision of this agreement performable by OPERATOR/LESSEE shall be deemed both a covenant and a condition.

41. CAPTIONS: The use of Paragraph headings in this agreement is solely for convenience, and they shall be wholly disregarded in the construction of this agreement.

42. TIME OF ESSENCE: Time is hereby expressly declared to be the essence of this agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this agreement.

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

CITY OF PORTERVILLE

OPERATOR/LESSEE

By: _____
Milt Stowe, Mayor

By: _____
(Insert Name)

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

Restaurant Equipment List



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Authorization to Renew Property License Agreement with Comision Honorifica Mexicana Americana Inc.

SOURCE: Parks and Leisure Services

COMMENT: The Comision Honorifica Mexicana Americana (CHMA), Inc. non-profit entered into a 10-year agreement with the City of Porterville March 7, 2007, to utilize the old City Community Center located at 466 East Putnam Avenue. The license agreement granted CHMA exclusive use of the Center for multi-cultural, community benefit, and educational events, exhibits, workshops and classes.

The mission of CHMA is to promote the socio-economic welfare and preserve the cultural heritage of the Latino community. CHMA has hosted various classes and special events annually. The one program that no longer is operated out of the Center from the license agreement is the Kings/Tulare Area Agency on Aging's Senior Nutrition Program. The City moved that program to the Santa Fe Depot.

The license agreement states that parties may agree to extend the agreement for an additional 15 years, with the terms of said agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal. The staff and Parks and Leisure Services Commission recommend the City renew the license agreement with CHMA.

RECOMMENDATION: That the City Council authorize the renewal of the property license agreement between the City of Porterville and Comision Honorifica Mexicana Americana Inc.

ATTACHMENTS: 1. CHMA License Agreement 2017

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

**PROPERTY LICENSE AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND
COMISION HONORIFICA MEXICANA AMERICANA INC.
AND**

**AGREEMENT CONCERNING RIGHTS AND OBLIGATIONS
OF THE PARTIES**

Parties

1. This License agreement is entered into by and between the City of Porterville ("City"), and Comision Honorifica Mexicana Americana, Inc. ("CHMA") of said property.

Description of Property

2. Licensor is rightful possessor of certain real property situated at 466 East Putnam Avenue in the city of Porterville, and more particularly described as the Porterville Community Center ("Center").

Grant of License

3. In consideration for and in accordance with the terms and conditions of this agreement, the City grants to CHMA a License ("the License") for exclusive use of the Center at all times, unless otherwise permitted by CILMA or set forth via this Agreement. CHMA intends to operate the Center Monday through Friday during normal business hours and on weekend days. The parties agree that CHMA will utilize the Center for multi-cultural, community benefit, and educational events, exhibits, workshops and classes. The parties further agree that CHMA will utilize the Center for business and operational activities of CHMA as well as other social service and community non-profit organizations.

Rights and Obligations

4. The following rights and obligations accompany the License and the use of the property:

- a. Except as otherwise provided herein, CHMA shall have full and exclusive management authority over the Center, and shall assume full responsibility for and provide all facility management oversight, all building and grounds maintenance and

repairs as necessary to make the building fully operational. CHMA shall maintain the property, including all facilities located upon the property, in a neat and cleanly appearance, with mature trees preserved and all landscaping sustained in a healthy and vigorous growing condition.

- b. CHMA shall assume full responsibility for all utilities service for the Center.
- c. CHMA shall assume full responsibility for the Center and facilities, including the structural integrity of the Center building. In doing so, CHMA acknowledges and accepts the present condition (except as otherwise provided in item h below) of the facility, including deficiencies in the kitchen floor structure, as well as code limitations and restrictions on use of the kitchen for cooking purposes.
- d. CHMA shall provide the following insurance certificates to the City naming the City as an additional insured:
 - i. Comprehensive general liability insurance, including contractual liability, and personal injury liability and property damage with at least two million dollars (\$2,000,000) liability limit per occurrence, and having a deductible of not more than \$5,000. CHMA shall require any renters or other users for which regular programs and exclusive-use space is provided within the Center, to provide evidence satisfactory to CHMA of general liability insurance, in amounts and terms not less restrictive than above, and naming City and CHMA as additional insured.
 - ii. Commercial property insurance providing basic coverage for fire, lightning, explosion, smoke, windstorm, vandalism, etc., in the name of City, and in a sum equal to the full replacement cost of the building.
- e. CHMA shall have control and assume all responsibility for the scheduling of the building. City programs and uses, when requested, will be accommodated on a scheduled basis, and not in conflict with prior scheduled programs and uses.
- f. CHMA shall provide a one-time payment of \$100.00 to the City to be used in consideration for this License. Payments shall be due and payable within thirty-days after execution of this License. In the event any possessory interest tax is assessed as a result of this Agreement, CHMA shall pay and be responsible for the full amount assessed.
- g. CHMA shall be allowed to modify the Center building and facilities, with written consent from the City, which shall not be unreasonably withheld.

License Non-assignable

5. This License is personal to CHMA and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

Term of License

6. This License shall be for a term of 10 years, commencing on April 1, 2017, and terminating on March 31, 2027. The parties may agree to extend this Agreement for an additional 15 years, with the terms of said Agreement to be reviewed and adjusted as the parties deem to be appropriate prior to renewal.

Termination of Occupancy

7. On or before the termination date for this License specified in paragraph 6 of this agreement, CHMA shall remove all of its personal property from the Property and shall surrender possession of the Property to the City in good order and repair to the reasonable satisfaction of the City, normal wear and tear excepted.

Default

8. In the event CHMA fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this License may be revoked by the City, upon CHMA's receipt of written notice of the violation to the parties and its failures to cure within ten (10) days.

More time may be granted for the cure of any violations if agreed to in writing by the parties.

Compliance with all Local, State and Federal Laws

9. CHMA shall comply with all local, State, and Federal laws and regulations, in the operation and use of the License and the premises, and its programs on the premises, including but not limited to State and Federal discrimination and disability laws and regulations. Failure to comply is grounds for immediate termination of this License by the City, and the notice requirements in Section 8 will not apply.

Indemnification

10. To the fullest extent permitted by law, CHMA will hold harmless, defend and indemnify City from and against any liability, claims, actions, costs, damages or losses and expenses (including, without limitation, reasonable attorneys' fees and expenses) for injury, including death, to any person or damage to any property resulting from CHMA's acts or omissions with respect to the Premises. CHMA's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission, which occurred before expiration, or termination. The City will hold harmless, defend and indemnify CHMA from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, resulting from the City's acts or omissions with respect to its use of the Premises as permitted by this Agreement. City's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission, which occurred before expiration, or termination.

Attorneys' Fees

11. In any action or proceeding involving a dispute between the City and CHMA, arising out of the execution of this Agreement, or to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees, expert fees, appraisal fees and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).

Ambiguities

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

Venue

13. This Agreement is entered into and to be performed in Tulare County, California.

Entire Agreement

14. This Agreement constitutes the entire agreement between the City and CHMA relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.

Executed on March 21, 2017, at Porterville, California.

CITY OF PORTERVILLE, LICENSOR

Milt Stowe, Mayor

COMISION HONORIFICA MEXICANA AMERICANA, INC., LICENSEE

Roberto de la Rosa, President

ATTEST:

APPROVED AS TO FORM

John D. Lollis, City Clerk

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Approval of Annual Transportation Agreement with County of Tulare

SOURCE: Public Works

COMMENT: Since 1983, the City of Porterville has maintained an annual agreement with the County of Tulare to provide coordinated public transportation services to residents within the Porterville urbanized area. The current Agreement expired June 30, 2016, and it is proposed the attached successor Agreement be approved and maintained for FY 2016/2017.

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

This year, the County proposes to reimburse the City at a rate of 20% of net operating costs for the Demand Response System and at the rate of 30% of the net operating costs for the Transit system. These rates are based on actual ridership data reported during FY 2015/2016.

The County contribution to City transit operations for the FY 2015/2016 Agreement will be \$404,668, a 4.74% increase from last year's contribution of \$386,351. The increase in the County's contribution is a direct result of the increase in revenue service hours on the transit service.

RECOMMENDATION: That the City Council enter into an Agreement with the County of Tulare for FY 2016/2017 to provide service to County residents within the service area boundary, and authorize the Mayor to execute the Agreement on behalf of the City.

ATTACHMENTS:

1. Draft Agreement
2. Exhibit A - Service Area Map

Appropriated/Funded:

Review By:
Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

1 **AGREEMENT**

2 THIS AGREEMENT, is entered into as of this ____ day of _____, 2017, by
3 and between the COUNTY OF TULARE, hereinafter referred to as the "County", and the CITY
4 OF PORTERVILLE, hereinafter referred to as the "City".

5 **WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

4 4. **Compensation.** The County shall compensate the City for service to County
 5 residents living in the herein agreed upon service area. Compensation shall be limited to a
 6 percentage of the operating costs of the City's Transit System. The term "operating cost" as
 7 used in this Agreement shall be defined as all costs in the operating expense object classes of
 8 the Uniform Systems of Accounts for Public Transit Operators adopted by the State
 9 Controller pursuant to Public Utilities Code Section 99243. Notwithstanding anything to the
 10 contrary, the term "operating cost" shall not include the proportionate share of depreciation
 11 expenses attributable to capital assets purchased with subvented funds.

12 Compensation for the period July 1, 2016 through June 30, 2017, will be as follows:

	Demand Response	Route Service
County LTF (See Below)	\$135,629	\$551,911
FTA Section 5307 Credit	(\$32,134)	(\$99,787)
Fare Box Credit	(\$7,093)	(\$152,763)
Depreciation	<u>\$1,524</u>	<u>\$7,381</u>
Total Payment	\$97,926	\$306,742

19 5. **Authorization of Payment.** FTA Section 5307 Funds will be claimed by the City on
 20 the County's behalf. The County by this Agreement authorizes the Tulare County
 21 Association of Governments to transfer \$404,668 of State Transit Assistance Funds, and/or
 22 Local Transportation Funds from the County's 2016/17 Apportionment to the City of
 23 Porterville's Apportionment. The County further authorizes the City to claim said \$404,668
 24 as full payment for services under this Agreement. In case of termination of this Agreement
 25 prior to June 30, 2017, the County agrees to compensate the City for a proportional amount
 26 of the sum of \$404,668 based upon the number of days the services were provided by the
 27 City during a 365 day period.

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

1 7. **Renegotiation.** In the event a contract between the Federal Transit
2 Administration and the City of Porterville is not executed by June 30, 2017 for the Section
3 5307 Funds specified in paragraphs 4, 5 and 6 or in the event that \$131,921 exceeds 34% of
4 the total FTA Section 5307 funds available to the Porterville urbanized area, this contract
5 will be renegotiated to reflect this condition.

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

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

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

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

1 each party shall provide the other with a complete copy of the insurance policy or policies or
2 evidence and terms of self-insurance as required herein.

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

12 **12. Term of Agreement.** This Agreement shall become effective July 1, 2016 and
13 shall continue in full force and effect until June 30, 2017 unless terminated earlier, as herein
14 provided.

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

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

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

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

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

1 remedied within that FIFTEEN (15) day period, the non-defaulting party may
2 terminate the Agreement on further written notice specifying the date of termination.

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

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

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

16 County: Director of Transportation
17 Resource Management Agency
18 5961 S. Mooney Blvd.
19 Visalia, CA 93277

20
21 City: Transit Coordinator
22 City of Porterville
23 291 N. Main Street
24 Porterville, CA 93257

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Request for Proclamation - Iris Festival Day - April 22, 2017

SOURCE: Administrative Services

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

The Chamber of Commerce has requested that the Council consider approval of a proclamation to proclaim April 22, 2017, as Iris Festival Day. Council Member Reyes is sponsoring this proclamation request. If approved, applicant requests that the proclamation be presented at the City Council Meeting of April 18, 2017.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 22, 2017, as "Iris Festival Day."

ATTACHMENTS: 1. Request for Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

3/31/2016

Request for Proclamation 001.jpg



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 3/9/17

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

Name of Sponsoring Organization: Porterville Chamber of Commerce

Name of Contact Person: Stephanie Carter

Address: 93 N main street

Phone: 559 784 7502 FAX: _____

E-mail: Stephanie@portervillechamber.org

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

Date(s) of Event: April 22, 2017

Date of Council Meeting to be presented, if applicable: 4/18/17
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Ramon Chiapa - Board Chair

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

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

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

City Clerk's Section

Request Received: 3/9/17 Sponsored by: Reyes Date: 3/9/17

Approved by Council: yes no Date: _____

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

Items (s) mailed _____ faxed _____ picked up _____

Comment: _____

- WHEREAS: On January 8, 1963, the City Council of the City of Porterville adopted the Iris as the official flower of the City of Porterville, and
- WHEREAS: Spring is traditionally ushered in with the blooming of flowers, and the Porterville Chamber of Commerce presented the first Annual Porterville Iris Festival in April 1999 in Porterville in recognition of the unique beauty of the Iris; and
- WHEREAS: This year is the 19th offering of the Iris Festival which has been attended by over 300,000 people over its 18 years;
- WHEREAS: Local festivities for the 18th Annual Porterville Iris Festival include a variety of activities which celebrate both the Iris and the attributes of our community; and combine to create a springtime community wide festival; and
- WHEREAS: This year the Porterville Iris Festival will again welcome over 25,000 people from Porterville, the surrounding area, throughout California, and beyond; and
- WHEREAS: This celebration of the Iris has created a unique opportunity for families, friends, and visitors to join together to enjoy entertainment, arts and crafts, a chili cook-off, activities for children, antiques, a family color blast 5k run.

NOW, THEREFORE, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 22, 2017, as

"IRIS FESTIVAL DAY"

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

PROCLAIMED this day of April, 2017.

Milt Stowe,
Mayor

Cam Hamilton,
Vice Mayor

Martha Flores,
Council Member

Brian E. Ward,
Council Member

Monte Reyes,
Council Member



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Request for Proclamation - Library Week - April 9-15, 2017

SOURCE: Administrative Services

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

The Parks and Leisure Services Library Division has requested that the Council consider approval of a proclamation to proclaim April 9 through 15, 2017, as "Library Week" in Porterville. Council Member Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the April 4, 2017, City Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 9-15, 2017, as "Library Week" in the city of Porterville.

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: March 9, 2017
 Name of Event/Individual: National Library Week
i.e. "Porterville Tourism Week", "Mr. John Doe"
 Name of Sponsoring Organization: City Library
 Name of Contact Person: Vikki Cervantes
 Address: 41 W. Thurman Ave
 Phone: Ext. 7495 FAX: _____
 E-mail: _____

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

Date(s) of Event: April 9-15

Date of Council Meeting to be presented, if applicable: April 4, 2017
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
A commissioner will pick up the 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: 3/9/17 Sponsored by: Hamilton Date: 3/9/17
 Approved by Council: yes no Date: _____
 Notification to Contact person done (date): _____ in writing by phone
 Items (s) mailed _____ faxed _____ picked up _____
 Comment: _____

**National Library Week 2017
Proclamation**

WHEREAS, libraries are not just about what we have for people, but what we do for and with people;

WHEREAS, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools;

WHEREAS, librarians are organizers and information experts who for centuries have guided people to the best informational resources. Librarians provide more than facts. They provide the expertise and services that add meaning to those facts;

WHEREAS, librarians continue to fulfill their role in leveling the playing field for all who seek information and access to technologies, especially as our society is at a critical juncture regarding the changing information landscape and the skills needed to thrive in our digital world.

WHEREAS, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and delivering new services that connect closely with patrons' needs;

WHEREAS, libraries and librarians open a world of possibilities through innovative programing, job-seeking resources and the power of reading;

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, libraries work to serve all community members, including people of color, immigrants, people with disabilities, and the most vulnerable in our communities, offering services and educational resources that transform communities, open minds and promote inclusion and diversity;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim National Library Week, April 9-15, 2017. I encourage all residents to visit the library this week and explore what's new at your library, and engage with your librarian. Because of you and our experts in the library, Libraries Transform.



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Request for Proclamation - Volunteer Week - April 23-29, 2017

SOURCE: Administrative Services

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

The Parks and Leisure Services Library Division has requested that the Council consider approval of a proclamation to proclaim April 23 through 29, 2017, as "Volunteer Week" in Porterville. Council Member Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the April 4, 2017, City Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 23-29, 2017, as "Volunteer Week" in the city of Porterville.

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: March 9, 2017
 Name of Event/Individual: National Volunteer Week 2017
i.e. "Porterville Tourism Week", "Mr. John Doe"
 Name of Sponsoring Organization: City Library
 Name of Contact Person: Vikki Cervantes
 Address: 41 W. Thomson Ave
 Phone: Ext 7495 FAX: _____
 E-mail: _____

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

Date(s) of Event: April 23 - 29

Date of Council Meeting to be presented, if applicable: April 4, 2017
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
A volunteer from the library will pick up.

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

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

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

City Clerk's Section

Request Received: 3/9/17 Sponsored by: Hamilton Date: 3/9/17
 Approved by Council: yes no Date: _____
 Notification to Contact person done (date): _____ in writing by phone
 Items (s) mailed _____ faxed _____ picked up _____
 Comment: _____

National Volunteer Week 2017

WHEREAS, the entire Porterville community of every background and belief come together to fulfill the timeless responsibility we have as Americans: to accept certain obligations to one another.

WHEREAS, people of all ages can volunteer, and anyone can, through the smallest of acts, do their part to improve the lives of others.

WHEREAS, volunteer service is needed now more than ever to tackle the tough social, economic, cultural, and humanitarian needs and,

WHEREAS, the spirit of volunteerism grows stronger in the face of even the most challenging situations; and,

WHEREAS, it is fitting to honor the many individuals and organizations who lend their time, skill and effort to making our communities better places; and,

WHEREAS, volunteers can connect with local community service opportunities through hundreds of community service organizations like the Porterville City Library's Read to Succeed Adult Literacy program; and,

WHEREAS, this week, we celebrate the selfless individuals who channel their civic virtues through volunteerism, and we encourage more people to make service an integral part of their lives.

WHEREAS, it is fitting for the Porterville City Library to join in this celebration in giving special recognition to the dedicated volunteers who contribute immensely to the city library.

NOW, THEREFORE, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 23-29, 2017.

“National Volunteer Week”

in the City of Porterville, California, and urge my fellow citizens to volunteer in their respective communities. By volunteering and recognizing those who serve, we can replace disconnection with understanding and compassion.



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Approval for Community Civic Event - Porterville Chamber of Commerce - Iris Festival and Color Blast 5K Run - April 22, 2017

SOURCE: Finance

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold its annual Iris Festival on Saturday, April 22, 2017, from 9:00 a.m. to 5:00 p.m. This year's festival will include a Color Blast 5K Run, Chili-Cook-Off, Car Show and Sidewalk Sale, along with the usual entertainment, food and craft booths. For the festival, the following request for street closures and public property usage are requested from 3:00 a.m. to 8:00 p.m.:

STREETS:

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

SIDEWALKS:

Main Street from Olive Avenue to Morton Avenue.

PARKING LOT:

Former J.C. Penney parking lot.

PARK:

Centennial Park on Main Street.

The Color Blast 5K Run/Walk will begin at 8 a.m. The run/walk will start and finish on the corner of Morton Avenue and Main Street. The route is listed on Exhibit C, along with an attached map of the route.

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

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

Community Civic Event Application.

ATTACHMENTS:

1. Community Civic Event Application, Agreement, Exhibit A, Exhibit B, Exhibit C, Maps and Outside Amplifier Permit.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?


A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.


Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

 Authorized Representative Initials


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

 Authorized Representative Initials

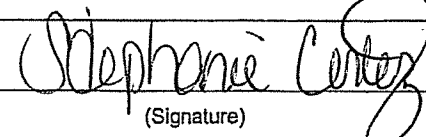
Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

Porterville Chamber		03/09/17
(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: Iris Festival

Sponsoring organization: Porterville Chamber of Commerce

Location: Main St, Olwe to Morton Event date: 4/23/10 Event time: 9a-5p
closure
6:30-8p

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
List provided closer to event.			Food Booths
			Kids Zone
Business license permits to be completed as per City required.			Vendors
			Info Booths

***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: Iris Festival

Sponsoring organization: Porterville Chamber of Commerce

Event date: April 23, 2016 Hours: Event 9a-5p
Closure 3a-8p

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main	Oliver	Morton	Vendor Booths
Garden	Main	East Alley	Kids Zone
Oak, Mill	Division	East Alley	Entertainment
Putnam			Chili Cook-off
Cleveland			Military
Thurman			Displays
Harrison			
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main	Oliver	Morton	Merchant Sidewalk Sales
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>
All Spaces →	Adjacent to Allen's Boat Building		Cars ? Chili Cook-off

Requirements for Community Civic Event
Porterville Chamber of Commerce
Iris Festival and Color Blast 5K Run
April 22, 2017

Finance Director:
M. Bemis

City Engineer, Acting: No comments.
J. Sanchez

Community Development Manager: No comments.
J. Phillips

Field Services Manager, Acting: All barricades will be available for pick-up
M. Knight and then returned to Field Services at 555 N.
Prospect Street. Please call 559-782-7518.

Battalion Chief of Operations:
G. Hall

Parks and Leisure Services Director: Parks facility request required if Centennial
D. Moore Park is being used. Vehicles to remain off the
park grass. Public to remain out of downtown
planters. Color 5K Run excessive color to be
cleaned off of benches and route.

Police Lieutenant: Please see the proposed conditions/
R. Standridge requirements in Exhibit B.

Administrative Services Director: All participants required to sign a release of
P. Hildreth liability/waiver releasing the City from all liability.
A draft waiver must be provided for approval prior
to event. Please see Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Chamber of Commerce
Event: Iris Festival
Event Chairman: Cheryl Haugen
Location: Main Street
Date of Event: April 22, 2017
Time of Event: 9:00 a.m. to 5:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Chamber of Commerce 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 and Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Iris Festival, April 22, 2017

Proposed Conditions/Requirements for Iris Festival – Downtown Porterville

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sgt. Mark Knox of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- If event organizers anticipate the sales of alcoholic beverages during the event, they must first apply for and be granted a temporary license to sell alcohol from the CA Dept. of Alcoholic Beverage Control. If such license is issued, additional conditions may apply (beer garden, location, security).
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Rich Standridge
Police Department

Exhibit B

Route Summary for the Color Balst 5K run/walk start time 8am

Starting point at the Corner of Main and Morton 8am

Head east on Morton Ave then north on Henrahan, from Henrahan head East on Henderson to Plano making a right turn heading south on Plano. On Plano St. turn right onto Morton Ave. heading west.

Then making a left onto Henrahan (Rails to Tails) to Oak St.

Turn left on Oak St. then right onto Murry St.

From Murry St. turn right onto Garden, on Garden turn right on Fig St.

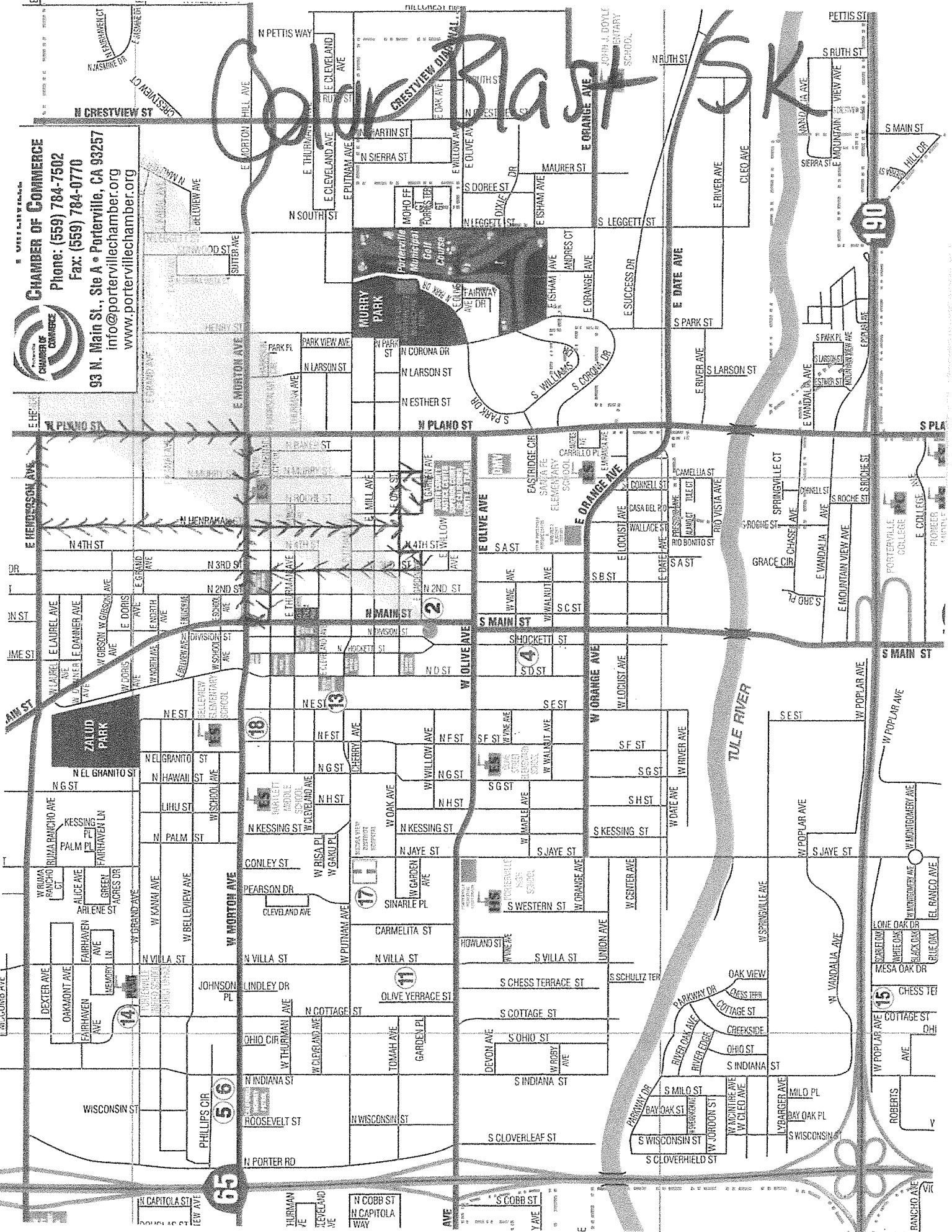
Take Fig St to Oak St and make a left on Oak St. Heading west on Oak St. make a left onto 4th St. from 4th street turn right onto Garden,

Then a right onto 3rd street from Garden, Now head north on Garden to Harrison Ave make a left onto Harrison, Harrison to Main street make a right on main heading back to the starting point for the finish line.

Race starts at 8am should take 1 hour to complete the course.....

CHAMBER OF COMMERCE
 Phone: (559) 784-7502
 Fax: (559) 784-0770
 93 N. Main St., Ste A • Porterville, CA 93257
 info@portervillechamber.org
 www.portervillechamber.org

Solar Blast SK



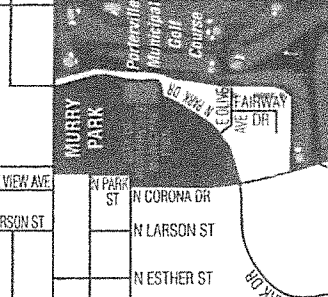
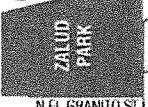
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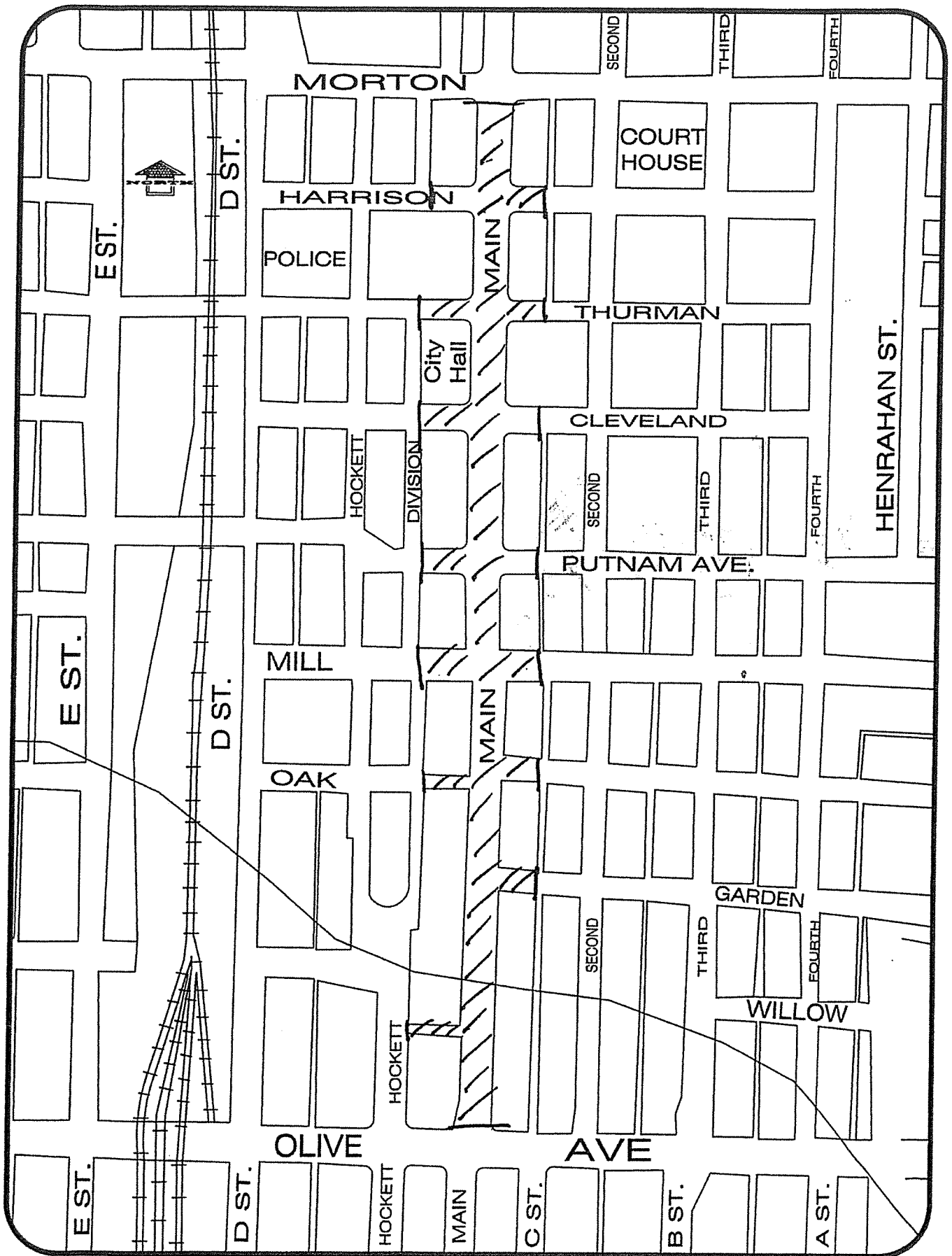


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15

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Festival

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: Porterville Chamber
93 N main st Porterville, CA 98257
- 2 Address where amplification equipment is to be used: Ymau Street
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Freestyle Events
- 4 Type of event for which amplification equipment will be used: Iris Festival
- 5 Dates and hours of operation of amplification equipment: 4/22/17 9am - 5pm
- 6 A general description of the sound amplifying equipment to be used: Outdoor PA system 300 watts

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort,

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

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

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

Deborah Cook
Signature of Applicant 3/9/17
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.

Aish [Signature]
City of Porterville, Chief of Police/Designee 3-13-17
Date



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Zalud House Museum Fees

SOURCE: Parks and Leisure Services

COMMENT: This is the time and place set forth for the public hearing in consideration of the Zalud House Museum fees. On May 1, 1977, the house was officially opened as a museum to preserve the legacy of the Zalud family. Beginning in 2010, in addition to taking a regular tour of the Zalud House, the public could schedule a paranormal tour. This new type of tour was approved by City Council as an additional revenue generator. The Zalud House Curator, Ms. Heather Huerta, has conducted these paranormal tours since its inception.

There are three types of paranormal requests that are fielded by staff. The first are individuals that do not own investigative equipment who are interested in a tour led by Ms. Huerta. Second, there are amateur paranormal groups with equipment interested in conducting their own investigation. Lastly, there are professional groups interested in conducting an investigation.

At its meeting on January 17, 2017, the City Council directed staff to bring back an item regarding current fees at the Zalud House. It was suggested by the Council that increasing the fees and/or requiring a deposit may encourage the public to be more careful and respectful of the museum during tours/investigations. Fees from eight museums throughout the state that offer paranormal tours/investigations were evaluated by the Parks and Leisure Services Commission at their meeting on February 2, 2017. The Parks and Leisure Services Commission agreed with staff and the Curator in making the following fee structure recommendation:

- \$20 per adult for a 2-hour paranormal tour (\$25 for a 4-hour tour currently)
- \$50 per adult for a 4-hour paranormal investigation (\$40 currently)
- Any professional investigation request will be negotiated.
- \$1 per child regular tour admission (\$.50 currently)
- \$3 per adult regular tour admission (\$2 currently)

City staff will be present for all tours/investigations.

RECOMMENDATION: That the City Council:
1. Conduct a public hearing to solicit comments on the proposed Zalud House fees; and

2. Consider adoption of the Zalud House fees as presented.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING FEES AND CHARGES FOR THE CITY OF PORTERVILLE ZALUD HOUSE MUSEUM

BE IT HEREBY RESOLVED by the City Council of the City of Porterville that the following fees and charges are hereby adopted to become effective April 1, 2017, and that such fees replace all previous fees and charges for Zalud House Museum regular and paranormal tours and investigations.

Tour Fees:

2-hour paranormal tour per adult	\$20.00
4-hour paranormal investigation per adult	\$50.00
Regular historical museum tour per child	\$1.00
Regular historical museum tour per adult	\$3.00

Adopted this 17th day of March, 2017.

Milt Stowe, Mayor

Attest:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 21, 2017

SUBJECT: Community Development Block Grant Business Assistance Program - Stafford's Chocolates

SOURCE: Community Development

COMMENT: The Community Development Block Grant (CDBG) Program contains a component for the Business Assistance program, which is intended to provide incentives for investment in existing commercial or industrial facilities while addressing one or more of the national objectives of benefiting low income persons and helping in the elimination of slum and blight.

Robert Taylor, Jr. has been the owner of Stafford's Chocolates for over 5 years, acquiring the business from Larry Stafford who had established the business in 1987. The Taylor family revitalized the business and has opened a second location in Los Olivos, California.

On November 10, 2015, Stafford's was approved by the Community Development Financial Assistance Review Committee (CDFARC) for a business loan for \$50,000. Mr. Taylor has met all the conditions of the agreement, including making timely payments and has exceeded the job creation requirement of creating two new positions by hiring four new employees.

In July 2016, Stafford's Chocolates moved to its new location on Main Street in Porterville. In addition to chocolate, Stafford's added a coffee bar that includes hot and cold coffee and tea beverages. They added 1,200 square feet of retail area with seating for up to 30 people.

On February 22, 2017, Stafford's Chocolates submitted a CDBG loan application requesting an additional \$70,000. The application is to assist with purchasing packing in bulk, training of a new chocolatier as well as adding machinery (commercial mixing machine and two temper machines) to be able to increase the level of production needed to meet demand. Mr. Taylor has met all of the criteria of the application guidelines, including providing a business plan, tax history, back ground check, and credit check. The business plan prepared by Stafford's was reviewed by the Small Business Development Center (SBFC), for which they gave their stamp of approval. Mr. Taylor commits to hiring 2 new employees, meeting the CDBG program's established job creation/retention required ratio of 1 job per \$35,000 of CDBG funding borrowed.

The Community Development Financial Assistance Review Committee has reviewed the request and has recommended that staff submit the request to City Council. If approved, the loan will be secured by a lien on real property. Funding approval is proposed to be structured into both a Loan Agreement and a Hiring Agreement with the following terms:

1. A loan Agreement shall be signed between the City and Robert Taylor, Jr., outlining the terms of the loan, including monthly payments, indemnification of the City, and a ten-year term.
2. Robert Taylor, Jr. will enter into a Hiring Agreement with the City of Porterville, assuring that 51 percent of the jobs created by the CDBG funding will be filled by or made available to persons of low and moderate-income.
3. The loan shall bear simple annual interest at 2%. Per the policy of the CDBG Business Assistance Program, funding shall bear interest equal to the Local Agency Investment Fund (LAIF) rate or 2%, whichever is greater at the time of funding. As of February 2017 the LAIF rate was 0.77%.
4. If at any time during the term of the Agreement Robert Taylor, Jr. fails to operate the business located at 114 N. Main Street, the then current loan amount for the project, including simple interest, shall become due and payable to the City.

RECOMMENDATION: That the City Council:

1. Approve the use of Community Development Block Grant Business Assistance funds in the amount of \$70,000 for Robert Taylor, Jr. for the purchase of machinery and working capital; and
2. Authorize the Mayor to sign all documents and agreements necessary to complete the project.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MARCH 21, 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 was considered (2%).

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

At its last meeting on March 7, 2017, 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 desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 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 meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, 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 2, 2016.

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 Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the 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 meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016.

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

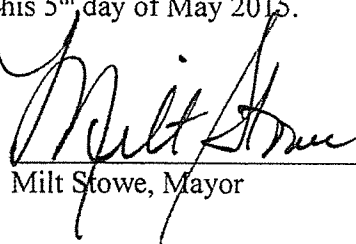
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

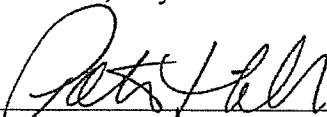
BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

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 Department

State of California

EXECUTIVE ORDER B-37-16 MAKING WATER CONSERVATION A CALIFORNIA WAY OF LIFE

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

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by 23.9% between June 2015 and March 2016 and saving enough water during this period to provide 6.5 million Californians with water for one year; and

WHEREAS severe drought conditions persist in many areas of the state despite recent winter precipitation, with limited drinking water supplies in some communities, diminished water for agricultural production and environmental habitat, and severely-depleted groundwater basins; and

WHEREAS drought conditions may persist in some parts of the state into 2017 and beyond, as warmer winter temperatures driven by climate change reduce water supply held in mountain snowpack and result in drier soil conditions; and

WHEREAS these ongoing drought conditions and our changing climate require California to move beyond temporary emergency drought measures and adopt permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

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

WHEREAS these activities are prioritized in the California Water Action Plan, which calls for concrete, measurable actions that "Make Conservation a California Way of Life" and "Manage and Prepare for Dry Periods" in order to improve use of water in our state.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular California Government Code sections 8567 and 8571, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

The orders and provisions contained in my January 17, 2014 Emergency Proclamation, my April 25, 2014 Emergency Proclamation, Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 remain in full force and in effect except as modified herein.

State agencies shall update temporary emergency water restrictions and transition to permanent, long-term improvements in water use by taking the following actions.

USE WATER MORE WISELY

1. The State Water Resources Control Board (Water Board) shall, as soon as practicable, adjust emergency water conservation regulations through the end of January 2017 in recognition of the differing water supply conditions across the state. To prepare for the possibility of another dry winter, the Water Board shall also develop, by January 2017, a proposal to achieve a mandatory reduction in potable urban water usage that builds off of the mandatory 25% reduction called for in Executive Order B-29-15 and lessons learned through 2016.
2. The Department of Water Resources (Department) shall work with the Water Board to develop new water use targets as part of a permanent framework for urban water agencies. These new water use targets shall build upon the existing state law requirements that the state achieve a 20% reduction in urban water usage by 2020. (Senate Bill No. 7 (7th Extraordinary Session, 2009-2010).) These water use targets shall be customized to the unique conditions of each water agency, shall generate more statewide water conservation than existing requirements, and shall be based on strengthened standards for:
 - a. Indoor residential per capita water use;
 - b. Outdoor irrigation, in a manner that incorporates landscape area, local climate, and new satellite imagery data;
 - c. Commercial, industrial, and institutional water use; and
 - d. Water lost through leaks.

The Department and Water Board shall consult with urban water suppliers, local governments, environmental groups, and other partners to develop these water use targets and shall publicly issue a proposed draft framework by January 10, 2017.

3. The Department and the Water Board shall permanently require urban water suppliers to issue a monthly report on their water usage, amount of conservation achieved, and any enforcement efforts.

ELIMINATE WATER WASTE

4. The Water Board shall permanently prohibit practices that waste potable water, such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board and the Department shall direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
6. The Water Board and the Department shall direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission shall order investor-owned water utilities to accelerate work to minimize leaks.
7. The California Energy Commission shall certify innovative water conservation and water loss detection and control technologies that also increase energy efficiency.

STRENGTHEN LOCAL DROUGHT RESILIENCE

8. The Department shall strengthen requirements for urban Water Shortage Contingency Plans, which urban water agencies are required to maintain. These updated requirements shall include adequate actions to respond to droughts lasting at least five years, as well as more frequent and severe periods of drought. While remaining customized according to local conditions, the updated requirements shall also create common statewide standards so that these plans can be quickly utilized during this and any future droughts.
9. The Department shall consult with urban water suppliers, local governments, environmental groups, and other partners to update requirements for Water Shortage Contingency Plans. The updated draft requirements shall be publicly released by January 10, 2017.

10. For areas not covered by a Water Shortage Contingency Plan, the Department shall work with counties to facilitate improved drought planning for small water suppliers and rural communities.

IMPROVE AGRICULTURAL WATER USE EFFICIENCY AND DROUGHT PLANNING

11. The Department shall work with the California Department of Food and Agriculture to update existing requirements for Agricultural Water Management Plans to ensure that these plans identify and quantify measures to increase water efficiency in their service area and to adequately plan for periods of limited water supply.
12. The Department shall permanently require the completion of Agricultural Water Management Plans by water suppliers with over 10,000 irrigated acres of land.
13. The Department, together with the California Department of Food and Agriculture, shall consult with agricultural water suppliers, local governments, agricultural producers, environmental groups, and other partners to update requirements for Agricultural Water Management Plans. The updated draft requirements shall be publicly released by January 10, 2017.

The Department, Water Board and California Public Utilities Commission shall develop methods to ensure compliance with the provisions of this Executive Order, including technical and financial assistance, agency oversight, and, if necessary, enforcement action by the Water Board to address non-compliant water suppliers.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 9th day of May 2016.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

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

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

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

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

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

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

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

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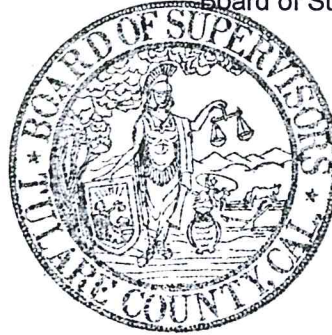
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors

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

By Danisa A. Ybana
Deputy Clerk



Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

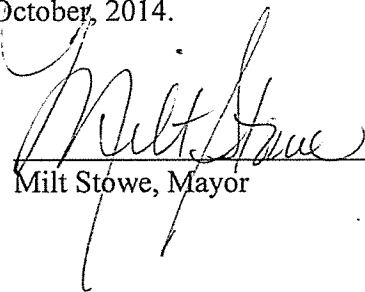
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

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

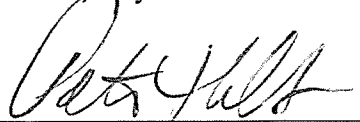
PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk


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

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

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

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

JOHN D. LOLLIS, City Clerk


 By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

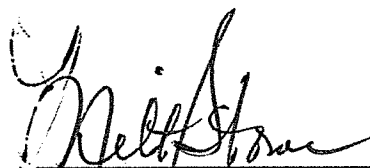
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

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

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

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

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



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

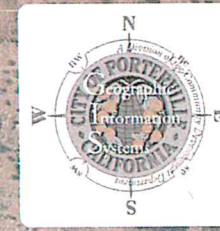
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

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

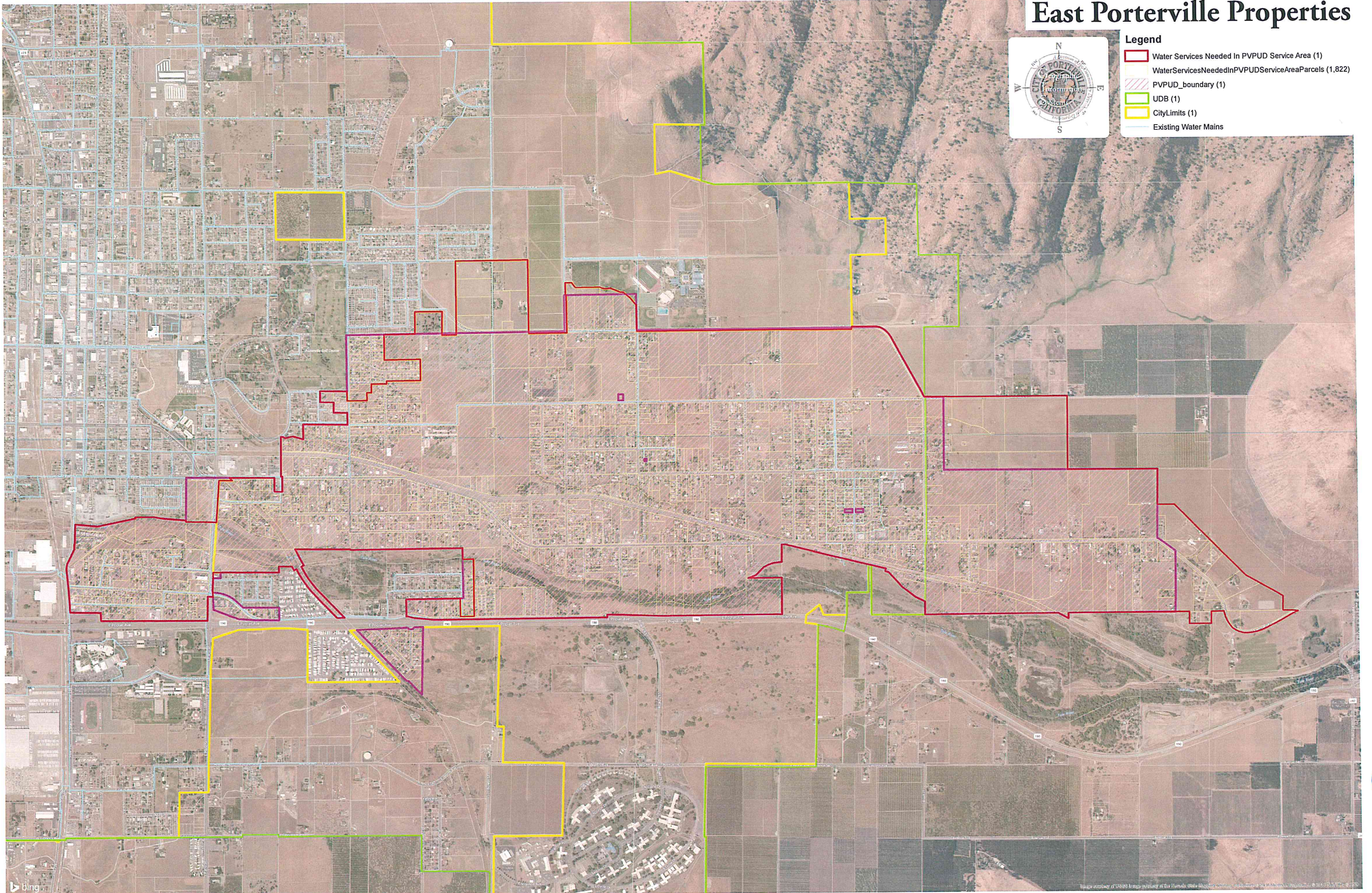
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk


 By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



OLIVE AVENUE

176±

302±

245±

TULE RIVER



SCALE: 1" = 50'

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

County of Tulare

City of Porterville
