



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 4, 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: 260-320-037, 260-320-038, 260-310-016, 260-310-043, 260-310-042, 260-250-026, 260-250-031, 260-260-002, 260-260-006, and 260-320-032. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Dexter J. and Erlene Goodell. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville City Employees Association and Public Safety Support Unit.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: James and Veronica Wickersham. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Judith Howard v. City of Porterville, et al., U.S. District Court Case No. 1:16-cv-01071-AWI-SAB.
- 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 Mayor Stowe

Invocation

PROCLAMATIONS

Library Week - April 9 - 15, 2017

Volunteer Week - April 23 - 29, 2017

AB 1234 REPORTS

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

1. Tulare County Economic Development Corp. (TCEDC) - March 22, 2017

REPORTS

This is the time for all staff informational items.

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of February 7, 2017, and February 21, 2017**
Re: Considering approval of the draft minutes of February 7, 2017, and February 21, 2017.
2. **Acceptance of Four (4) Compressed Natural Gas (CNG) Refuse Trucks**
Re: Considering acceptance of four (4) CNG refuse trucks from E.M. Tharp of Porterville, and authorizing the filing of a Notice of Completion.
3. **Acceptance of One (1) Compressed Natural Gas (CNG) Street Sweeper**
Re: Considering acceptance of one (1) CNG street sweeper from Municipal Maintenance Equipment of Sacramento, and authorizing the filing of the Notice of Completion.
4. **Approval of Amendment No. 2 to the Waste Disposal Agreement between the City of Porterville and the County of Tulare**
Re: Considering approval of Amendment No. 2 to the Waste Disposal Agreement with the County of Tulare for the disposal of solid waste.

5. **Approval for Community Civic Event - Greater Porterville Council of Senior Citizens and Rollin' Relics Car Club - Rollin' Relics Car Show - May 13, 2017**
Re: Considering approval of an event to take place on Saturday, May 13, 2017, from 8:00 a.m. to 3:00 p.m., at Veterans Park.
6. **Approval of Carollo Engineers, Inc. Professional Service Agreement - Master Plan Updates**
Re: Consideration of Professional Service Agreement with Carollo Engineers, Inc. for Master Plan Updates.
7. **Intent To Set a Public Hearing Moving to Phase III of the City's Water Conservation Plan**
Re: Considering approval to schedule a public hearing on May 2, 2017, to consider the transition from Phase IV to Phase III of the City's Water Conservation Plan.
8. **Request for Proclamation - MDA & Firefighter Month - April 2017**
Re: Consideration of a request to proclaim April 2017 as "MDA & Firefighter Month" in Porterville.
9. **Request for Proclamation - Child Abuse Prevention and Awareness Month - April 2017**
Re: Consideration of a request to proclaim April 2017 as "Child Abuse Prevention and Awareness Month" in Porterville.
10. **Request for Proclamation - James Kusserow**
Re: Consideration of a proclamation request in recognition of James Kusserow.

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

PUBLIC HEARINGS

11. **Adoption of a Cost Recovery Ordinance**
Re: Consideration of an ordinance to provide a mechanism and policy by which staff can recover costs when internally and independently pursuing correction of the most egregious code violations, or where a threat to the public health and safety is involved.

SCHEDULED MATTERS

12. **Resolution Confirming the City's Participation in the Abandoned Vehicle Abatement Program in Tulare County**
Re: Considering approval of a resolution confirming the City's participation in the abandoned vehicle abatement program authorized in Tulare County.

13. **Authorization for Travel by City Representatives to Washington D.C. to Meet with Federal Authorities Regarding the Proposed Relocation of Eagle Mountain Casino**
Re: Consideration of travel by City representatives to Washington D.C. for meetings with Federal authorities regarding the proposed relocation of Eagle Mountain Casino.
14. **Consider Administration of a Code Enforcement Resident Survey**
Re: Consideration of the circulation of a Code Enforcement Resident Survey.
15. **Status and Review of Declaration of Local Emergency**
Re: Consideration of the continuance of the Declaration of Local Emergency.

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

SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
APRIL 4, 2017

Roll Call: Agency Members/Chairperson

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

SUCCESSOR AGENCY SCHEDULED MATTERS

SA-16. Consideration of Tenant for Villa Siena Commercial Space

Re: Considering approval of the transfer of the Villa Siena commercial parcel from TPC Commercial, LLC to Dr. Stanton E. Schuler, DDS, for the establishment and operation of a general dental practice.

Adjourn to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of April 18, 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 – APRIL 4, 2017

SUBJECT: City Council Minutes of February 7, 2017, and February 21, 2017

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of February 7, 2017, and February 21, 2017, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of February 7, 2017, and and February 21, 2017.

ATTACHMENTS:

1. Draft Minutes 02-07-2017
2. Draft Minutes 02-21-2017

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Luisa Zavala, Deputy City Clerk

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 7, 2017, 5:30 PM**

Call to Order 5:30 p.m.

Roll Call: Council Member Reyes, Council Member Hamilton, Council Member Flores,
Mayor Stowe

Absent: Vice Mayor Ward

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, provided the Council with copies of the Suicide Prevention Taskforce Status Report and comic book.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-124-004. Agency Negotiator: John Lollis and Donnie Moore. Negotiating Parties: City of Porterville and Comision Honorifica Mexicana Americana, Inc. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-250-026, 260-250-03, 260-260-002, 260-260-006, 260-310-016, 260-310-042, 260-310-043, 260-320-010, 260-320-032, and 260-320-035. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Dexter J. and Erlene Goodell. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Che Johnson, and Steve Kabot. Employee Organizations: Porterville City Firefighters Association and Fire Officer Series.
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Emmanuel V. Andamo et al., Tulare County Superior Court Case No. VCU263182.
- 5** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four cases in which facts are not yet known to potential plaintiffs.
- 6** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases, plus 20 potential receivership cases.

**6:37 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

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

The Pledge of Allegiance was led by Vice Mayor Ward.
Invocation – a moment of silence was observed.

PRESENTATIONS

Employee of the Month - Ramon Velasco

AB 1234 REPORTS

1. Local Agency Formation Commission (LAFCO) - January 18, 2017
Council Member Hamilton reported on consideration of a Municipal Service Review.
2. Council Of Cities - January 18, 2017
Mayor Stowe reported on an H.R. 23 presentation, and discussion pertaining to the creation of a regional prevailing wage and an area homeless committee.
3. Eastern Tule Groundwater Sustainability Agency JPA -January 19, 2017
Council Member Hamilton reported on the selection of officers and receipt of updates from staff.
4. Tulare County City Selection Committee - January 23, 2017
Council Member Hamilton reported on appointment of Tulare Mayor Carlton Jones.
5. Tulare County Association Of Governments (TCAG) - January 23, 2017
Council Member Flores reported that the overlay of Highway 65 from Henderson Avenue to Ave 137 would begin in May; and spoke of committee election appointments, receipt of an Active Transportation Plan (ATP) update, and amendments to Measure R policies.
6. Tulare County Economic Development Corp. (TCEDC) - January 25, 2017
Council Member Reyes reported on review of a performance report, appointment of Donnette Silva Carter to member at large vacancy on the board, and upcoming 2017 Economic Summit.

REPORTS

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

EMERGENCY ITEM

CONSIDERATION OF THE ADDITION OF AN EMERGENCY ITEM

Recommendation: That the City Council consider the addition of an emergency item to the agenda as Item No. 23.

City Manager Lollis indicated that the emergency item was a Request for Proclamation.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Reyes that the City Council consider approval of adding the item to the agenda.

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

Documentation: M.O. 01-020717
Disposition: Approved.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, stated that he had placed copies of the new Suicide Prevention Taskforce comic book at the back table for the public; inquired about the issuance of code violation citations by public safety officers; and spoke of information on LAFCO's website that was out of date.
- David Horowitz, Horowitz Jewelry, stated that he had been fined \$800 for placement of a banner at his business; claimed that he had the banner removed prior to his receipt of the \$500 citation; and claimed the City was harassing him and not business friendly.
- Lois Enis, Porterville, urged residents to donate benches.
- Barry Caplan, Porterville, spoke of his experience as an engineer for accounting software and of his interest in the community as it pertained to his Request for Appointment to the Transaction and Use Tax Oversight Committee.

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Council Member Reyes, SECONDED by Council Member Flores that the City Council approve Items Nos. 1-13.

City Manager John Lollis informed the Council that the agreement regarding Item No. 4 was still in draft form. The agreement would be reviewed and brought back by staff for Council approval once in final form.

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

1. CITY COUNCIL MINUTES OF NOVEMBER 1, 2016, AND NOVEMBER 15, 2016

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

Documentation: M.O. 2-020717
Disposition: Approved.

2. REQUEST FOR APPROVAL TO PURCHASE MICROSOFT OFFICE 365, A SUBSCRIPTION-BASED HOSTED VERSION OF MICROSOFT'S EMAIL AND CALENDARING SYSTEM

Recommendation: That the City Council:

1. Approve the migration from Exchange 2010 to Office 365 E1 platform at an annual subscription cost of \$16,507.50; and
2. Authorize the IT Manager to execute a contract with Global CTI to assist in the migration process for a fee of \$9,960.

Documentation: M.O. 03-020717
Disposition: Approved.

3. REQUEST FOR APPROVAL TO PURCHASE THE QUEST DR4300 DISK BACKUP APPLIANCE

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

Documentation: M.O. 04-020717
Disposition: Approved.

4. AUTHORIZATION TO PURCHASE BATTERY-ELECTRIC TRANSIT BUSES, CHARGING STATIONS, FAREBOXES, AND ITS SOFTWARE AND EQUIPMENT FOR TRANSIT ELECTRIFICATION PROJECT

Recommendation: That the City Council:

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

electronic farebox system purchase contract with Genfare of Elk Grove Village, IL for the purchase of eleven electronic fareboxes in an amount not to exceed \$163,992.78; and

4. Authorize the Mayor to sign the Resolutions.

Documentation: Resolution No. 02-2017; Resolution No. 03-2017; and Resolution No. 04-2017

Disposition: Approved.

5. APPROVAL OF EASEMENT AT CENTENNIAL PLAZA PARKING LOT AND PURCHASE AND INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS

Recommendation: That the City Council:

1. Approve the draft Resolution granting easement across city-owned parcels 253-207-008-000 and 253-207-009-000, located near the intersection of Thurman Avenue and 2nd Street, to Southern California Edison (SCE) for an electrical service associated with the installation of public charging stations at the Centennial Plaza parking lot and authorize Mayor and City Clerk to execute the Grant of Easement and Resolution granting SCE the right to install and maintain electrical infrastructure within the Centennial Plaza parking lot;
2. Authorize Staff to negotiate the purchase of 6 electric vehicle charging stations, installation, and the required 10-year network subscription from ChargePoint, Inc., at a total cost of \$25,803 (plus sales tax and shipping fees to be applied during time of invoicing);
3. Authorize payment upon installation and acceptance of charging stations; and
4. Direct the scheduling of a Public Hearing to consider the establishment of a fee structure for the use of the charging stations.

Documentation: M.O. 06-020717

Disposition: Approved.

6. AUTHORIZATION TO REPAIR CITY WELL 4

Recommendation: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$11,718 for the repair of City Well No. 4; and
2. Direct the Finance Director to make payment to Valley Pump & Dairy Systems upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 06-020717

Disposition: Approved.

7. AUTHORIZATION TO REPAIR CITY WELL 6

Recommendation: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$32,536 for the repair of City Well No. 6; and
2. Direct the Finance Director to make payment to Valley Pump & Dairy Systems upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 07-020717

Disposition: Approved.

8. ACCEPTANCE OF PROJECT - SCRANTON AVENUE WATER RELOCATION PROJECT

Recommendation: That City Council:

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

Documentation: M.O. 08-020717

Disposition: Approved.

9. ACCEPTANCE OF PROJECT - TRANSIT MAINTENANCE & CNG FACILITY EXPANSION PROJECT

Recommendation: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the immediate release of final payment, provided no stop notices have been filed.

Documentation: M.O. 09-020717

Disposition: Approved.

10. INTERIM FINANCIAL STATUS REPORTS

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

Documentation: M.O. 10-020717

Disposition: Approved.

11. QUARTERLY PORTFOLIO SUMMARY

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

Documentation: M.O. 11-020717

Disposition: Approved.

12. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE BREAKFAST
ROTARY - CANCER CENTER RUN - MAY 6, 2017

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

Documentation: M.O. 12-020717

Disposition: Approved.

13. REQUEST FOR PROCLAMATION - 100TH ANNIVERSARY OF THE ALTA MIRA
CHAPTER NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN
REVOLUTION (NSDAR).

Recommendation: That the City Council consider approval of the request to issue a proclamation recognizing the 100th anniversary of the Alta Mira Chapter NSDAR.

Documentation: M.O. 13-020717

Disposition: Approved.

PUBLIC HEARINGS

14. ANNEXATION 481 - SEVENTH DAY ADVENTIST CHURCH AT LINDA VISTA
AVENUE AND STATE ROUTE 65

Recommendation: That the City Council adopt the draft resolution requesting that the Local Agency Formation Commission take proceedings for Annexation 481.

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

The Public Hearing was opened at 7:03 p.m. Seeing none, the Mayor closed the Public Hearing at 7:03 p.m.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Flores that the City Council that the City Council adopt the draft resolution requesting that the Local Agency Formation Commission take proceedings for Annexation 481.

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

Documentation: Resolution No. 06-2017
Disposition: Approved.

15. VACATION OF MEDIAN AVENUE AND MILO STREET

Recommendation: That City Council:
1. Adopt the draft Resolution of Vacation of Median Avenue and Milo Street located on Parcel Map No. 4078; and
2. Authorize the City Clerk to record the Resolution of Vacation.

City Manager Lollis introduced the item, and Acting City Engineer Javier Sanchez presented the staff report.

The Public Hearing was opened at 7:05 p.m. Seeing none, the Mayor closed the Public Hearing at 7:05 p.m.

COUNCIL ACTION: MOVED by Council Member Flores, SECONDED by Council Member Hamilton that the City Council Adopt the draft Resolution of Vacation of Median Avenue and Milo Street located on Parcel Map No. 4078 and authorize the City Clerk to record the Resolution of Vacation.

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

Documentation: Resolution No. 07-2017
Disposition: Approved.

SCHEDULED MATTERS

16. CONSIDERATION OF PARTNERSHIP WITH SIERRA VIEW MEDICAL CENTER FOR PROPOSED 2017 FARMERS MARKET

Recommendation: That the City Council consider the City's partnership with Sierra View Medical Center for the proposed 2017 Farmers Market.

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

The Council and Staff had a discussion regarding possible future increases in the amount

of money required to hold the Farmers Market each year. They also discussed the local participation from vendors and the public.

Council Member Hamilton requested to see a detailed budget prior to a vote of the Council; and Council Member Reyes agreed with the request.

- Dan Blazer, Farmers Market Committee, addressed questions from the Council regarding the Healthy Bucks Program.

Disposition: Continued to the meeting of February 21, 2017.

17. CONSIDERATION OF APPOINTMENTS TO THE TRANSACTIONS AND USE TAX (MEASURE H) OVERSIGHT COMMITTEE ("TUTOC")

Recommendation: That the City Council consider the appointment of four individuals to the Transactions and Use Tax (Measure H) Oversight Committee to fill two vacancies with terms expiring in May 2018 and two vacancies with terms expiring in May 2020.

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

Following the staff report, the Council utilized the McCracken Method to select the four individual's for appointment. The Deputy City Clerk distributed and collected ballots, and City Attorney Lew reported the results as follows:

- Mayor Stowe voted for John Angell, Mike Boudreaux Sr., Jerry C. Claborn, and Daniel J. Stadtherr
- Council Member Flores voted for John Angell, Mike Boudreaux Sr., Barry Caplan, and Jerry C. Claborn
- Council Member Hamilton voted for John Angell, Mike Boudreaux Sr., Jerry C. Claborn, and Daniel J. Stadtherr
- Council Member Reyes voted for John Angell, Mike Boudreaux Sr., Barry Caplan, and Jerry C. Claborn

After brief discussion it was agreed that Mr. Angell and Mr. Boudreaux would serve the terms ending in 2020 and Mr. Claborn would serve the term ending in 2018.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Flores that the City Council appoint John Angell and Mike Boudreaux Sr. to terms ending in 2020 and Jerry C. Claborn to a term ending in 2018 on the Transactions and Use Tax (Measure H) Oversight Committee.

With one vacancy still available, the Deputy City Clerk distributed and collected ballots again, and City Attorney Lew reported the results as follows:

- Council Member Flores voted for Barry Caplan
- Council Member Reyes voted for Barry Caplan
- Mayor Stowe voted for Daniel J. Stadtherr
- Council Member Hamilton voted for Daniel J. Stadtherr

Since neither remaining candidate had received three votes in favor of appointment, the Council decided to wait until all five members of the Council were present to break the tie.

Documentation: M.O. 14-020717

Disposition: Approved appointment of three individuals; and continued remaining vacancy to the meeting of February 2, 2017.

18. CONSIDER ESTABLISHING A PERMIT TO ALLOW RESIDENTS TO MODIFY THE EVEN/ODD WATERING SCHEDULE

Recommendation: That the City Council consider the establishment of a permit to allow residents to modify the even/odd watering schedule.

City Manager Lollis introduced the item and presented the staff report. In light of Vice Mayor Ward's absence, the Council decided to continue the item to the next meeting.

Disposition: Item continued to the meeting of February 21, 2017.

19. CONSIDER ESTABLISHING A FINE FOR VIOLATING THE CITY'S SIGN ORDINANCE

Recommendation: That the City Council consider the establishment of a fine for violating the City's Sign Ordinance.

City Manager Lollis introduce the item, it was noted that the item was requested by Vice Mayor Ward and the Council agreed to continue the item to the next meeting.

Disposition: Item continued to the meeting of February 21, 2017.

20. CONSIDER ADJUSTMENT OF ANIMAL SHELTER ADOPTION FEES

Recommendation: That the City Council consider the adjustment of Animal Shelter adoption fees.

City Manager Lollis introduced the item, and because it had been requested by Vice Mayor Ward was continued to the next meeting.

Disposition: Item continued to the meeting of February 21, 2017.

21. CONSIDERATION OF SCHEDULING CITY COUNCIL GOAL AND PRIORITY

SETTING SESSION

Recommendation: That the City Council provide direction in the scheduling and method toward the setting of goals and priorities, to be employed in a goal setting session and be scheduled as determined by the Council.

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

Council directed staff to schedule an adjourned meeting in March, and indicated that they would each identify priorities which would be communicated to staff prior to the meeting.

Disposition: Staff to bring back proposed date for adjourned meeting.

22. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

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

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

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

Documentation: M.O. 15-020717

Disposition: Approved.

23. REQUEST FOR PROCLAMATION - PATRIOTISM WEEK

Recommendation: That the City Council consider the request to proclaim February 20 – 26, 2017, as “Patriotism Week.”

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

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Flores, that the City Council approve the request to proclaim February 20 – 26, 2017, as “Patriotism Week.”

AYES: Reyes, Hamilton, Flores, Stowe

NOES: None
ABSTAIN: None
ABSENT: Ward

Documentation: M.O. 16-020717

Disposition: Approved.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, stated that he was really looking forward to the Farmers Market coming back.
- Dan Blazer stated that he appreciated the Council's discussion pertaining to the Farmers Market; attributed the increase in funds to the additional month the market would be on Main Street; and expressed a desire to maintain the partnership between the Farmers Market, Sierra View, and the City.
- Barry Caplan, Porterville, stated that he had attended a recent transit survey meeting and found it to be a positive and informative experience.

OTHER MATTERS

- Council Member Flores stated that she had attended the Porterville High School Business Showcase and it was excellent.
- Council Member Hamilton spoke of the increase in funds requested for the Farmers Market and stated that while he believed the number was lower than it probably should be he needed to see a budget prior to making a decision; spoke of upcoming Coffee with a Cop on Thursday at Stafford's; thanked staff for their efforts pertaining to the retrieval of a body in the Tule River and expressed his condolences to the family of the deceased; and spoke of flooding at the reservation.
- Council Member Reyes gave himself kudos for holding on to an autographed Tom Brady rookie card he acquired many years ago.
- Mayor Stowe thanked those in the retrieval of the body in the river; and spoke of Porterville College's Hall of Fame event on February 25th.
- City Manager Lollis stated that Virginia Gurrola had been recognized by TCAG as 2016 Local Official of the Year; stated that Public Works Director Mike Reed was in Sacramento due to the City being recognized for the East Porterville Water Project; and spoke of upcoming Love Your Downtown event on Thursday, Tractor Supply Co. Ribbon Cutting event on Saturday, and a CDBG Community Meeting on February 15th.

CLOSED SESSION

The Council took a ten minute recess at 7:50 p.m. and reconvened in Closed Session. It was reported that no reportable action was anticipated.

ADJOURNMENT

The Council adjourned at 8:40 p.m. to the meeting of February 21, 2017.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 21, 2017, 5:30 PM**

Called to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

City Manager Lollis recused himself from Item No. A-6 due to a potential conflict of interest pertaining to real property; and Council Member Reyes recused himself from Item No. A-8 due to a perceived conflict of interest.

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: John Lollis. Negotiating Parties: City of Porterville and Citibank. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property

Negotiators/Property: APNs: 260-250-026, 260-250-03, 260-260-002, 260-260-006, 260-310-016, 260-310-042, 260-310-043, 260-320-010, 260-320-032, and 260-320-035. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Dexter J. and Erline Goodell. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property

Negotiators/Property: APNs 255-220-046, 247-040-034, 247-040-035, 247-090-028, 247-110-019, 247-120-022, 248-050-036, and 248-010-019. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Greg Shelton. Under Negotiation: Terms and Price.

4 - Government Code Section 54956.8 – Conference with Real Property

Negotiators/Property: APN: 246-280-028. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Church of Christ. Under Negotiation: Terms and Price.

5 - Government Code Section 54956.8 – Conference with Real Property

Negotiators/Property: APN: 240-070-018. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Alan and Elizabeth Changala. Under Negotiation: Terms and Price.

6 - Government Code Section 54956.8 – Conference with Real Property

Negotiators/Property: APN: 240-060-004. Agency Negotiator: Patrice Hildreth. Negotiating Parties: City of Porterville and Harbinder S. Brar Limited Partners. Under Negotiation: Terms and Price.

7 - Government Code Section 54956.95 – Liability Claim: Claimant: Jennifer Parraguirre. Agency claimed against: City of Porterville.

8 - Government Code Section 54956.95 – Liability Claim: Claimant: Donald Doyel.

Agency claimed against: City of Porterville.

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

10 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

6:40 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported on the following action taken during closed session:

A-2. On a MOTION made by Council Member Hamilton, and SECONDED by Council Member Flores the City Council unanimously approved the acceptance of offer of \$140,000 plus closing cost, and the acceptance of an additional property donation.

Documentation: Resolution No. 08-2017; Resolution No. 09-2017; and M.O. 01-022117
Disposition: Approved.

A-3. On a MOTION made by Council Member Hamilton, SECONDED by Vice Mayor Ward the City Council unanimously approved purchase of properties for \$338,000.

Documentation: Resolution No. 10-2017
Disposition: Approved.

A-7. On a MOTION made by Council Member Hamilton, SECONDED by Council Member Flores the City Council unanimously rejected the claim filed by Jennifer Parraguirre.

Documentation: M.O. 02-022117
Disposition: Approved.

A-8. On a MOTION made by Council Member Hamilton, SECONDED by Council Member Flores the City Council rejected the claim filed by Donald Doyel.

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

Documentation: M.O. 03-022117
Disposition: Approved.

The Pledge of Allegiance was led by Council Member Hamilton.
Invocation – a moment of silence was observed.

PRESENTATIONS

CAFR Presentation
Project Homeless Connect

AB 1234 REPORTS

None

REPORTS

- I. City Commission and Committee Meetings
 1. Parks and Leisure Services Commission
Commissioner Monte Moore presented the Commission's Report which included information pertaining to open gym, track and field, youth softball and baseball programs, Fishing Derby event, and Military Banners.
 2. Library & Literacy Commission - February 14, 2017
Commissioner Allan Bailey reported on the Commission's discussion regarding use of the gift Mr. Peter Brown left to City Library; and reported on monthly highlights which included the Food for Fines Campaign, Story Time participants, volunteer hours, ESL attendance, Sunday patronage, and the upcoming Annual Read Across America event.
 3. Arts Commission – no report.
 4. Animal Control Commission - February 13, 2017
Commissioner Daniel Penaloza presented monthly statistics pertaining to animal control.
 5. Youth Commission - February 13, 2017 – no report.
 6. Transactions and Use Tax Oversight Committee (TUTOC) – no report.
- II. Staff Informational Reports
 1. Wall of Fame Honor Designations
 2. Water Conservation Phase IV Status Update

Mayor Stowe recognized former Mayor and Council Member Virginia Gurrola and her husband Sal who were in attendance. He also noted that she was being honored by Porterville College as the 2017 Distinguished Hall of Fame inductee.

ORAL COMMUNICATIONS

- Virginia Gurrola, Porterville, spoke regarding an award presented to the City for the East Porterville Water Project, recognized Porterville Area Coordinating Council, City Manager Lollis, City staff and the Council for their efforts.
- Barry Caplan, Porterville, spoke of his experience in accounting and interest in the communicated as it pertained to his request for appointment to the Transactions and Use Tax Oversight Committee; and requested that the Council revert back to its previous proclamation process.
- Isla Courier, Strathmore, inquired of any proclamation sponsor alternatives.
- Linda Spears stated that she was an advocate for seniors who could not afford their City utility bills; and inquired about the Arts Commission.

CONSENT CALENDAR

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

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Flores that the City Council approve Items Nos. 1 through 7. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF DECEMBER 6, 2016, AND JANUARY 31, 2017

Recommendation: That the Council approve the draft Minutes of December 6, 2016, and January 31, 2017.

Documentation: M.O. 04-022117

Disposition: Approved.

2. AWARD OF CONTRACT - FIRE PREVENTION WEED ABATEMENT

Recommendation: That the City Council authorize the Fire Chief to execute an agreement with R. Stephen Richard Inc. as the primary contractor for a 3-year term.

Documentation: M.O. 05-022117

Disposition: Approved.

3. CITY POOL CONCESSION LICENSE

Recommendation: That the City Council approve the City Pool Concession License with SM Transit.

Documentation: M.O. 06-022117

Disposition: Approved.

4. COMMUNITY CLEANUP EVENTS

Recommendation: That City Council:

1. Declare April 8, 2017, "Spring Clean-Up Day" and October 21, 2017, "Fall Clean-Up Day";
2. Encourage all residents to clean up their properties and take advantage of these special opportunities offered by the City;
3. Authorize the City to accept trash, litter and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean-Up Events for free disposal; and
4. Authorize the cost of both events be funded from the Solid Waste Operating Budget.

Documentation: M.O. 07-022117

Disposition: Approved.

5. AUTHORIZATION TO TRAVEL OUT OF STATE

Recommendation: That the City Council approve travel to Las Vegas, Nevada, for the purpose of attending the International Council of Shopping Centers conference.

Documentation: M.O. 08-022117

Disposition: Approved.

6. SCHEDULING OF CITY COUNCIL PRIORITY PROJECT STUDY SESSION AND PROPOSED BUDGET CALENDAR FOR FISCAL YEAR 20172018

Recommendation: That the City Council:

1. Approve the scheduling of its Priority Project Study Session for Tuesday, March 14, 2017, beginning at 5:30 PM in Council Chambers; and
2. Approve the proposed budget calendar for the 20172018 fiscal year.

Documentation: M.O. 09-022117

Disposition: Approved.

7. APPROVAL FOR COMMUNITY CIVIC EVENT - MONACHE HIGH SCHOOL AG/FFA DEPARTMENT - FARMER'S DAY AND 5K RUN - MARCH 4, 2017

Recommendation: That the Council approve the Community Civic Event Application and Agreement from the Monache High School Ag/FFA Department, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

Documentation: M.O. 10-022117

Disposition: Approved.

The Council took a ten minute recess at 7:21 p.m.

SCHEDULED MATTERS

8. CONSIDERATION OF PARTNERSHIP WITH SIERRA VIEW MEDICAL CENTER FOR PROPOSED 2017 FARMERS MARKET

Recommendation: That the City Council consider the City's partnership with Sierra View Medical Center for the proposed 2017 Farmers Market.

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

Council Member Flores spoke in support of the partnership and made a motion authorizing a maximum of \$15,500 towards the Farmers Market and directing that the City

Manager work out an invoice requisition process for payment.

In response to the motion, City Manager Lollis requested clarification and inquired if the Council was opposed to financial support of any of the proposed activities in the presented budget. The Council discussed vendor fees, revenues, collaboration, competition with local businesses, and participation of local farmers. The Council concurred that the City Manager would have discretion and would come back to the Council should additional funds be required.

Community Development Director Jenni Byers spoke of community interest in a farmer's market; and Mayor Stowe spoke of his experience in Hanford.

COUNCIL ACTION: MOVED by Council Member Flores, SECONDED by Council Member Hamilton that the City Council authorize the use of up to \$15,500, and direct the City Manager to develop an invoice requisition process for payment.

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

Documentation: M.O. 11-022117

Disposition: Approved.

9. CONSIDERATION OF APPOINTMENT TO THE TRANSACTIONS AND USE TAX (MEASURE H) OVERSIGHT COMMITTEE ("TUTOC")

Recommendation: That the City Council consider the appointment of one individual to the Transactions and Use Tax (Measure H) Oversight Committee to fill one vacancy with a term expiring in May 2018.

City Manager Lollis introduced the item and presented the staff report. Following the staff report, the Council utilized the McCracken Method to select an individual for appointment. The Deputy City Clerk distributed and collected ballots, and City Attorney Lew reported the results as follows:

- Council Member Reyes voted for Virginia Gurrola
- Vice Mayor Ward voted for Virginia Gurrola
- Mayor Stowe voted for Virginia Gurrola
- Council Member Hamilton voted for Virginia Gurrola
- Council Member Flores voted for Barry Caplan

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council appoint Virginia Gurrola to the Transactions and Use Tax Oversight Committee to a term expiring in May of 2018.

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

Documentation: M.O. 12-022117

Disposition: Approved.

10. CONSIDER ESTABLISHING A PERMIT TO ALLOW RESIDENTS TO MODIFY THE EVEN/ODD WATERING SCHEDULE

Recommendation: That the City Council consider the establishment of a permit to allow residents to modify the even/odd watering schedule.

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

Vice Mayor Ward explained that he had been approached by members of the community who were looking for flexibility in their watering day, and stated that he did not anticipate there being a significant impact to the community.

Discussion followed regarding the need for continued water conservation, permitting programs in nearby cities, enforcement, educating the public, and Sustainable Groundwater Management Act requirements.

Documentation: None

Disposition: No action taken.

11. CONSIDER ESTABLISHING A FINE FOR VIOLATING THE CITY'S SIGN ORDINANCE

Recommendation: That the City Council consider the establishment of a fine for violating the City's Sign Ordinance.

City Manager Lollis introduced the item, and Vice Mayor Ward spoke of signs remaining from November's election.

City Attorney Lew spoke of difficulties holding anyone other than the property owner accountable for temporary sign placement. A discussion ensued regarding the various types of signage, incorporation of a permitting process with candidate election process, and challenges experienced when enforcing sign regulations.

Documentation: None

Disposition: No action taken.

12. CONSIDER ADJUSTMENT OF ANIMAL SHELTER ADOPTION FEES

Recommendation: That the City Council consider the adjustment of Animal Shelter adoption fees.

City Manager Lollis introduced the item and presented the staff report. Vice Mayor Ward spoke of a recent experience at the County Animal Shelter where he discovered that discounted fees were available for certain breeds and/or events.

Members of the Council spoke in support of flexibility, and City Manager Lollis noted that fees were adopted by resolution of the Council. Police Chief Eric Kroutil agreed that the option to discount fees would be advantageous, and requested that the authority to discount the fees be granted to the City Manager or Police Chief to avoid having to seek Council approval each time.

Documentation: None

Disposition: Staff directed to bring back a draft resolution for consideration.

The Council took a ten minute recess at 8:35 p.m.

13. CONSIDERATION OF CITY COUNCIL PROCEDURAL HANDBOOK

Recommendation: That the City Council consider the City Council Procedural Handbook, and adopt changes to the Handbook and/or provide direction to staff as deemed appropriate.

City Manager Lollis introduced the item and presented the staff report. Council Member Flores stated that she would like to see the process for appointments to commissions and committees added to the handbook. After some discussion, it was determined that Council Member Flores would like to see more information provided by the candidates, and the Council requested that additional information be provided to interested parties about the various commissions and committees.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Reyes that the City Council adopt the City Council Handbook as is. The motion carried unanimously.

Documentation: M.O. 13-022117

Disposition: Approved.

14. CONSIDERATION OF RESCISSION OF APPOINTMENT TO THE ANIMAL CONTROL COMMISSION AND THE TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE

Recommendation: That the City Council consider the rescission of appointment of Mr. Richard Stadtherr to the City's Animal Control Commission and Transactions and Use Tax Oversight Committee.

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

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Vice Mayor Ward that the City Council approve the rescission of Mr. Richard Stadtherr's appointment to the Animal Control Commission and the Transactions and Use Tax Oversight Committee. The motion carried unanimously.

Documentation: M.O. 14-022117

Disposition: Approved.

15. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

City Manager Lollis introduced the item and presented the staff report. He also spoke of a public meeting at Granite Hills High School regarding Phase 2; and addressed questions pertaining to agency jurisdictions and funding for the repair of Henderson Avenue west of Newcomb Street.

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

Documentation: M.O. 15-022117

Disposition: Approved.

ORAL COMMUNICATIONS

- Barry Caplan stated that the Library and Literacy Commission was working with the City Librarian to address security for library computer use; and spoke about a new law that required single user bathrooms to be gender neutral.

OTHER MATTERS

- Council Member Flores thanked staff for its community meeting efforts.
- Council Member Hamilton spoke of upcoming events, such as Imagine Mardi Gras, PC Hall of Fame, and City of Hope Spectacular.
- Vice Mayor Ward hoped everyone had a great Valentine's Day and stated that she was looking forward to March.
- Council Member Reyes shared that he had been busy cleaning up after his tulip trees.
- Mayor Stowe spoke of Porterville College's Hall of Fame; and thanked City Attorney Lew for providing this year's ethics training.
- City Manager Lollis spoke of upcoming Eastern Tule GSA Public Hearing, CDBG Advisory and Housing Committee meeting, and Public Safety Banquet where Armando Perez and Jason Clark would be recognized.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 9:15 p.m. to the meeting of March 7, 2017.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Acceptance of Four (4) Compressed Natural Gas (CNG) Refuse Trucks

SOURCE: Public Works

COMMENT: At the December 1, 2015, Council meeting, Council awarded the contract of four (4) CNG refuse trucks to E.M. Tharp of Porterville in the amount of \$1,119,515.50. E.M. Tharp has completed the purchase, assembly, and delivery of the City's four (4) CNG refuse trucks according to the City's specifications. The City has taken possession of two (2) side-loader refuse trucks and two (2) front-loader refuse trucks.

Funding for this project is from a Congestion Mitigation & Air Quality (CMAQ) Grant with an 11.50% local share. The City's local share (\$128,744.33) was approved in the 2015/2016 annual budget from the Solid Waste Equipment Replacement Fund.

E.M. Tharp delivered the refuse trucks during the summer of 2016 and staff has found the vehicles to be in compliance with the purchase agreement. As a condition of the grant and project closeout procedures, the City must formally accept the project as complete before Caltrans will fully reimburse their share of the contract costs (\$970,771.17).

RECOMMENDATION: That City Council:
1. Accept the project as complete; and
2. Authorize the filing of the Notice of Completion.

ATTACHMENTS:

Appropriated/Funded: JR for MB

Review By:

Department Director:
Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Acceptance of One (1) Compressed Natural Gas (CNG) Street Sweeper

SOURCE: Public Works

COMMENT: At the December 15, 2015, Council meeting, Council awarded the contract for one (1) CNG street sweeper to Municipal Maintenance Equipment of Sacramento in the amount of \$295,833.55. Municipal Maintenance Equipment has completed the purchase, assembly, and delivery of the City's CNG street sweeper according to the City's specifications and the City has taken possession of said sweeper.

Funding for this project is from a Congestion Mitigation & Air Quality (CMAQ) grant which must be matched by local funds. The City's local share (\$46,833.55) was approved in the 2015/2016 annual budget from the Solid Waste Equipment Replacement Fund.

Municipal Maintenance Equipment delivered the sweeper during the summer of 2016 and staff has found the vehicle to be in compliance with the purchase agreement. As a condition of the grant and project closeout procedures, the City must accept the project as complete before Caltrans will fully reimburse their share of the contract costs (\$249,000).

RECOMMENDATION: That City Council:
1. Accept the project as complete; and
2. Authorize the filing of the Notice of Completion.

ATTACHMENTS:

Appropriated/Funded: JR for MB

Review By:

Department Director:
Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Approval of Amendment No. 2 to the Waste Disposal Agreement between the City of Porterville and the County of Tulare

SOURCE: Public Works

COMMENT: On July 1, 2014, the County of Tulare ceased operations at the Woodville Landfill facility and reopened the Teapot Dome Landfill facility to full operation. The County then negotiated a Waste Disposal Agreement with local cities and haulers that included a lower tipping fee.

On March 17, 2015, City Council authorized entering into a 2-year agreement to be retroactive to August 1, 2014, with an option of three, 1-year extensions with the County of Tulare for the disposal of solid waste at \$28 per ton. On July 19, 2016, Council authorized a 1-year extension to the agreement, which is set to expire on July 31, 2017. The County would like to extend the agreement with the City for the remaining 2 year extensions, at the \$28 per ton tipping rate through July 31, 2019. The agreement shall be subject to renewal by both parties' right to renew this agreement for an additional five-year term pursuant to Section 6.1(B) of the Waste Disposal Agreement, the parties shall, on or before June 30, 2018, negotiate any applicable changes in the Contract Rate for such renewal terms. The projected expenditure amount budgeted for solid waste disposal for the 2017/2018 fiscal year is \$991,000.

Staff recommends that City Council authorize the Mayor to sign Amendment No. 2 to the agreement with the County of Tulare extending the original agreement for 2 years.

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign Amendment No. 2 to the Waste Disposal Agreement with the County of Tulare.

ATTACHMENTS:

1. Waste Disposal Agreement
2. Amendment No. 2 to Agreement

Appropriated/Funded: JR for MB

Review By:

Department Director:
Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF TULARE, CALIFORNIA

and
the

CITY OF PORTERVILLE, CALIFORNIA

April 7
Dated _____, 2015

County Authorization Date:

City Authorization Date:

March 17, 2015

County Notice Address:

City Notice Address:

Director
Solid Waste Department
5961 S Mooney Blvd, Visalia, CA
Visalia, CA

City Manager
291 N. Main Street
Porterville, CA 93257

TULARE COUNTY AGREEMENT NO. 27048

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WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and dated as of August 1, 2014, between the County of Tulare, a political subdivision of the State of California (the "County"), and the City of Porterville, A California Municipal Corporation and charter city (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System").

The Disposal System includes two active landfill sites, the Visalia site and the Teapot Dome site.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The City owns, manages and operates a collection system for the disposal of municipal solid waste generated within the City pursuant to the City's charter.

The City and the County desire to enter into this agreement.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City's residents by providing greater disposal rate stability, promote more predictable and reliable long-term disposal service costs, complement and enhance County's efforts with regard to making the County-wide Disposal System more businesslike and sound on a long term basis and promote sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis.

It is, therefore, agreed as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Disposal Agreement between the County and the City as the same may be amended or modified from time to time in accordance herewith.

“Appendix” means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

“Applicable Law” means the Act, the Tulare County Code, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System, the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

“CalRecycle” means the California Department of Resources Recycling and Recovery.

“CEQA” means the California Environmental Quality Act, codified at Cal. Pub. Res. Code Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

“Change in Law” means any of the following events or conditions which has a material and significant effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System or other matters to which Applicable Law applies:

(1) enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County);

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

(4) any new or revised requirements imposed by Law upon the Department after the Commencement Date of this Agreement relating to the funding or provision of disposal services, including but not limited to any regulations for disposal operations or activities associated with the remediation, closure, funding or monitoring of closed sites with respect to facilities comprising the Disposal System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

“City” means, as applicable, the City of Porterville and party to this Agreement.

“City Acceptable Waste” means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(C) hereof).

“Commencement Date” means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(A) hereof.

“Contract Date” means the first date on which this Agreement has been executed by both parties hereto.

“Contract Rate” has the meaning specified in Section 4.2 hereof.

“Contract Year” means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

“Controllable Waste” means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

- (1) Non-Recycled City Acceptable Waste;
- (2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate.

“County” means the County of Tulare, a political subdivision of the State of California and party to this Agreement.

“County Plan” means the integrated waste management plan of the County approved by the CalRecycle pursuant to the Act as in effect from time to time.

“County Solid Waste Enterprise Fund” means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Disposal System.

“Department” means Tulare County Solid Waste Department, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof.

“Disposal Services” means the solid waste disposal services to be provided by the County pursuant to the Service Covenant and otherwise hereunder.

“Disposal System” means the Tulare County Waste Disposal System which includes solid waste disposal operations at any of the two landfills (Visalia or Teapot Dome) and any future sites owned by County and which are made active in the County’s discretion.

“Corrective Action Fund” means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

“Governmental Body” means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

“Hazardous Substance” has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder.

“Hazardous Waste” means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40.

“Initial Term” has the meaning specified in Section 6.1(A) hereof.

“Law” means the statutes adopted by the legislative bodies and signed into law by the President or Governor, respectively, of the United States of America (Federal) or by the State of California (State); Federal and State administrative laws; final decisions by Federal or State Appellate and Supreme Courts.

“Legal Entitlement” means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Disposal System or the performance of any obligation under this Agreement or the matters covered hereby.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

“Loss-and-Expense” means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

“Non-Recycled City Acceptable Waste” means all City Acceptable Waste other than Recycled City Acceptable Waste.

“Overdue Rate” means the maximum rate of interest permitted by the laws of the State or 1% per month whichever is lower.

“Posted Disposal Rate” means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement, or any other agreements that may be in place.

“Prohibited Medical Waste” means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

“Qualified Household Hazardous Waste” means waste materials discarded from households as opposed to businesses determined by the Board, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be any of the following:

- (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
- (2) Toxic/ignitable/corrosive/reactive;
- (3) Carcinogenic/mutagenic/teratogenic;

. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

“Recycled City Acceptable Waste” means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is “recycled” within the meaning of Section 40180 of the Public Resources Code.

“Renewal Term” has the meaning specified in Subsection 6.1(B) hereof.

“Residue” means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

“Resource Conservation and Recovery Act” or “RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 *et seq.*, as amended and superseded.

“Self-Hauled Waste” means City Acceptable Waste collected and hauled by Self-Haulers.

“Self-Hauler” means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

“Service Covenant” means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

“Source-Separated Household Hazardous Waste” means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

“Source-Separated Household Hazardous Waste Disposal System” means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

“State” means the State of California.

“Term” shall mean the Term of this Agreement.

“Ton” means 2,000 pounds.

“Transfer Station” means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before disposal in the Disposal System.

“Unacceptable Waste” means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Disposal System is prohibited from receiving under Applicable Law.

“Uncontrollable Circumstance” means any act, event or condition affecting the Disposal System, the County, the City, or contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be

construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and

(2) a Change in Law; and

(3) a strike or labor action taken against either party by a local public employee organization under the provisions of Government Code section 3500, et. Seq (the Meyers-Milias-Brown Act) that effects either party's ability to perform under the Agreement.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. 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.

(F) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of California.

(G) Conflict With Laws Or Regulations/Severability: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only 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.

(H) Recitals. The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a charter city validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE
AND PROVISION OF DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess to deliver or cause the delivery of Controllable Waste to the Disposal System in accordance herewith that is not subject to any other agreements or regulations.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet the recycling and landfill diversion goals contained in the Act. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Disposal System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant.

(D) Waste Flow Enforcement. The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by (x) subtracting the number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such

breach, even if such month(s) closest in time was prior to the Term, and (y) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 7.15). In the event that the County terminates the Waste Disposal Agreement as a result of such breach and in compliance with section 5.3 (B), the damages due as a result of such termination shall be equal to (aa) the average monthly tonnage amount delivered by the City over the twelve month period prior to the commencement of the breach multiplied by (bb) the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 7.15), multiplied by (cc) the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(E) Waste Information System. The City shall cooperate with the Department in collecting information in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement.

(F) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, with regard to the minimum tonnage amount specified in the Waste Disposal Covenant, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to the minimum Controllable Waste or its collection, transportation, transfer, storage, treatment or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(G) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Disposal System of Acceptable Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste to the County hereunder, and shall not permit any Acceptable Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste for any purpose hereunder.

(H) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY THE COUNTY.

(B) Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of (1) receiving and disposing of all Controllable Waste at the Disposal System, (2) disposing in accordance with subsection 3.2(C) hereof of Controllable Waste which, at any time and for any reason, is in excess of the disposal capacity of the Disposal System, and (3) in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to keep the Visalia and Teapot Dome Landfills open for the receipt of waste for disposal of Controllable Waste pursuant to this Agreement. The County

shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations. Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, the obligations of the County to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant with the means or methods then being employed by the County, the County shall implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

(C) Reasonable Cooperation. The parties agree that each is operating a component necessary for City to operate a Municipal Solid Waste System. To this end, the parties agree to reasonably accommodate special circumstances within the other's operations whenever practicable and when such reasonable accommodation will not cause the accommodating party to bear additional costs.

(D) City Included In Future Planning. County agrees to keep City informed and allow City's participation where reasonable in future Disposal System financial, capacity, and operating planning concerning the long term viability and functioning of the County's Disposal System. City's costs related to such participation will be City's sole responsibility.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse acceptance of:

- (1) Unacceptable Waste;
- (2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;
- (3) Waste that does not constitute Acceptable Waste;

(4) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles delivering material to the Disposal System, and may require that the City remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the City is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Disposal System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading.

(B) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Disposal System has not been designed or permitted, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Disposal System.

(C) Disposal of Unacceptable Waste. If Unacceptable Waste is discovered in a vehicle at any landfill within the Disposal System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a landfill within the Disposal System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any landfill within the Disposal System, the Department shall take immediate action in accordance with Applicable Law.

SECTION 3.4 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Visalia Landfill open for the receiving of Controllable Waste Monday through Friday from 6:00 a.m. to 4:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. The County shall keep the Teapot Dome Landfill open for the receiving of Controllable Waste 7 a.m. to 4 p.m. Monday through Friday and 8 a.m. to 4 p.m. Saturday. Both landfills will be closed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Disposal System. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

SECTION 3.5 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) Other City Agreements. The County shall have the right to enter into waste disposal agreements with Tulare County cities with respect to Acceptable Waste. In no event shall the Posted Disposal Rate be equal to or less than the Contract Rate. In the event a lower Contract Rate is agreed to with any other entity for disposal of Acceptable Waste generated by that entity within Tulare County, such the Contract Rate provided in this Agreement shall be adjusted to match such lower Contract Rate.

(B) Receipt of Acceptable Waste on a Contract Basis. The County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the City. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the City in accordance with the applicable Disposal Agreements.

(C) Self Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Disposal System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

ARTICLE IV CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE.

The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance and disposal of Controllable Waste delivered to the System by the City. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by the City shall be \$28 per ton from the Commencement Date through the Term on the Contract, subject to reasonable adjustments due to the following:

(i) changed costs incurred by the County due to the occurrence of one or more Uncontrollable Circumstances, and

(ii) adjustments due to changes in costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Changes in Law.

(B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of accepting such hard to handle materials.

(C) Adjustment Resulting from Changed Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or changes in existing fees relating to the disposal of Controllable Waste imposed by state, federal or other agencies (i.e., the State's Integrated Waste Management fee, which is currently \$1.40 per ton). The adjustment shall be equal to the amount of any new or changed fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any changed pursuant to Section 4.2(D) as soon as practicable after becoming aware of the imposition of any fees described above.

(D) Procedure for Rate Adjustments. County shall give City 90 days advance written notice of any changes to the Contract Rate or any other charges to be imposed upon City under this Agreement. The written notice given by County shall include an explanation of the reasons for the change in charges, provide schedules or computations showing the incremental changes in any charges, and provide City with 30 days to request clarification or dispute any adjustment to the charges imposed under this Agreement.

(E) Termination in Case of Change in Contract Rate. Notwithstanding any other provision of this contract, City shall have the right to terminate this contract without further obligation in the event of an increase in the Contract Rate during the term hereof.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE.

(A) Payment by City. The City shall take all budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate. Such action may include, depending upon the means authorized by the City to provide for such payment, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use its best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law.

(B) Disputes. If the City disputes any amount billed by the County in any billing statement, the City shall pay the undisputed portion of the billed amount and shall provide the County with written objection within 30 days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to the City for any objection to or disagreement with such amount. If the City and the County are not able to resolve such dispute within 30 days after the City's objection, either party may pursue appropriate legal remedies as to the disputed amount. Pending resolution of such dispute, City's failure to pay the amount in dispute shall not be a breach of this Agreement justifying termination by either party.

SECTION 4.4 BILLING OF THE CONTRACT RATE. The County shall continue to bill Contract Rates after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The parties agree that in the event either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon 90 days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 7.15) multiplied by the average monthly tonnage amount of City Acceptable Waste delivered to the Disposal System as calculated over the preceding twelve months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by 12 months, or if less than 12 months are remaining in the Terms, the number of months remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

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

(C) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of County for which City's services are to be performed, may immediately suspend performance by City, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by City to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver

thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

SECTION 5.5 FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Disposal System or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California having appropriate jurisdiction.

ARTICLE VI TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect for twenty-four months, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before July 31, 2016 for an additional term of one year (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. There will be three one-year options to renew. Absent renewal, the Agreement shall expire on July 31, 2016.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional five-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2018, negotiate an applicable change in the Contract Rate for such renewal term

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 5.5, 7.2, 7.3, 7.5, 7.7, 7.8, 7.9, and 7.10 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Commencement Date. The Commencement Date for the Agreement shall be August 1, 2014.

ARTICLE VII GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Disposal System in accordance with Applicable Law and the operating rules and regulations of the Department.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to either party of meeting its obligations hereunder and providing Disposal Services to the City or the City's delivery of its Controllable Waste to the Disposal System in accordance herewith, the adversely affected party shall be entitled to an adjustment in the Contract Rate as provided in Section 4.2 herein equal to the amount of the increased cost a result thereof. Any cost reductions achieved through the mitigating measures undertaken by the adversely affected party pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been adjusted or shall serve to adjust the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the City agrees that it will protect, indemnify, defend and hold harmless the County from and against all activities arising from the City's activity pursuant to this Agreement. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement whether the County or the City provides legal counsel. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The County acknowledges the City's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the City in the defense. To the extent permitted by law, the County agrees that it will protect, indemnify, defend and hold harmless the City from and against all activities arising from the County's activity pursuant to this Agreement. In the event the City shall determine that because of conflict or any other reason that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste by the City. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the County in the defense.

SECTION 7.4 LIMITED RECOURSE.

(A) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in the City

Solid Waste Enterprise Fund in accordance with the terms of this Agreement. The City shall make adequate provision in the administration of the City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.5 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any party hereto may have to or against the other party as of the Contract Date relating to the disposal of waste in the Disposal System or any other related matter.

SECTION 7.6 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Disposal System by reason of this Agreement.

SECTION 7.7 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting Acceptable Waste or processing it for diversion from landfill shall be its sole liability, except as expressly otherwise provided herein.

SECTION 7.8 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. Other than as provided in this Agreement, in no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.9 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.

SECTION 7.10 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.11 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.12 ASSIGNMENT OF AGREEMENT. (A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning party.

SECTION 7.13 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.14 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder.

SECTION 7.15 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth on the cover page of this Agreement. Changes in the respective

addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF TULARE

Date 4/7/15

By J. Steve Matthys
Chairman, Tulare County Board of Supervisors

Date 4/7/15

By Dennis A. Ybana
Clerk, Tulare County Board of Supervisors

CITY OF PORTERVILLE

Date 3-23-15

By Milt Stowe
Milt Stowe
Mayor
City of Porterville

Date 3-23-15

By J. D. Lollis
John D. Lollis
City Clerk
City of Porterville

APPROVED AS TO FORM:

COUNTY COUNSEL

TULARE COUNTY, CALIFORNIA

By [Signature]

Date 3-24-15 204308

CITY ATTORNEY

By Julia M. Lew

Date 3-17-15



SECOND AMENDMENT TO AGREEMENT

Tulare County Agreement Number 27048 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as “COUNTY” and City of Porterville, hereinafter referred to as ‘CITY’ with reference to the following:

A. The COUNTY and CITY entered into Agreement No. 27048, on August 1, 2014, for the purpose of creating a Waste Disposal Agreement to deliver or cause the delivery of Controllable Waste to the Disposal System;

B. The COUNTY and CITY entered into the first amendment to Agreement No. 27048-A to extend the date of termination to July 31, 2017;

C. The COUNTY and CITY agree to extend the date of termination of Agreement No. 27048 to July 31, 2019;

D. This amendment shall become effective August 1, 2017.

ACCORDINGLY, IT IS AGREED:

I. Effective August 1, 2017, section 6.1 EFFECTIVE DATE AND TERM is hereby revised to identify the new termination date of July 31, 2019.

II. Except as provided above, all other terms and conditions of Agreement No. 27048 shall remain in full force and effect.

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

COUNTY OF TULARE

Date_____

By_____

Chairman, Board of Supervisors

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

By_____

Deputy Clerk

City of Porterville

By_____

Title Mayor

Date_____

By_____

Title Clerk

Date_____





CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Approval for Community Civic Event - Greater Porterville Council of Senior Citizens and Rollin' Relics Car Club - Rollin' Relics Car Show - May 13, 2017

SOURCE: Finance

COMMENT: Greater Porterville Senior Council and the Rollin' Relics Car Club are requesting approval to hold a car show on Saturday, May 13, 2017, from 8:00 a.m. to 3:00 p.m., at Veterans Park. The Rollin' Relics Car Club is asking for the ability to park cars, along with vendor booths, on the grassy area between the playground at Newcomb Street and Henderson Avenue.

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

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Greater Porterville Senior Council and the Rollin' Relics Car Club, subject to the stated requirements contained in the Application, Agreement and Exhibit A and Exhibit B.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

4/4/17

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? Yes E-mail address? dbader49@gmail.com Website?
Application date: 3/15/17 Feb 19, 2017 Event date: May 13, 2017
Event time: 8:00 - 3 PM
Name of Event: Rollin Relics Car Show

Sponsoring organization: Greater Portville Council of Senior Citizens
+ Rollin Relics Car Club Phone # 310-0861
Address: 555 Brandy Way
Authorized representative: Don Bader Phone # 310-0861
Address: Same as above
Event chairperson: Don Bader Phone # 310-0861

Location of event Veteran's Park - Pavilion 1+2
(Location map must be attached)

Type of event: Car Show, Annual

Non-profit organization status: see attached Greater Portville Council of Senior Citizens BL005040
(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): None Street sweeping Yes No ✓
Police protection Yes No ✓ Refuse pickup Yes ✓ No
Other:

Parks facility application required: Yes ✓ No Attached ✓ Pd.
Assembly permit required: Yes No ✓ Attached

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

Appr.	Deny		
_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Rollin Relics Car Club
Rollin Relics Car Show
Greater Portville Jr Council

(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: Rollin' Relics Car Show TO BE HELD ON PUBLIC

Sponsoring organization: Greater Porterville Senior Council & Rolla Rollers Car Club

Location: Veteran's Park Event date: 5/13/17 Event time: 8-3pm

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.**

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Don't Know Vendor's @ This Time. Will Turn in After Show			

***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 E/16.

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

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

Event date: May 13, 2017 Hours: 8-3 pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

[illegible]

Requirements for Community Civic Event
Greater Porterville Senior Council
and Rollin' Relics Car Club
Rollin' Relics Car Show
May 13, 2017

Finance Director:
M. Bemis

City Engineer:
J. Sanchez

Parking is prohibited on the new concrete trail.

Community Development Manager:
J. Phillips

No comments.

Field Services Supervisor:
W. Ferguson

Please contact the Field Services office at 559-782-7514 regarding the request for trash service.

Battalion Chief of Operations:
G. Hall

Parks and Leisure Services Director:
D. Moore

Only show vehicles allowed in the park. Vehicles to avoid valve boxes and sprinkler heads.

Police Captain:
R. Standridge

Please see conditions and requirements in Exhibit B.

Administrative Services Director:
P. Hildreth

Please see Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Greater Porterville Senior Council and Rollin' Relics Car Club
Event: Rollin' Relics Car Show
Event Chairman: Don Bader
Location: Veterans' Park
Date of Event: May 13, 2017

RISK MANAGEMENT: Conditions of Approval

That the Rollin' Relics Car Club provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event

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

CITY OF PORTERVILLE

APPLICATION FOR COMMUNITY CIVIC EVENT

Proposed Event:

Rolling Relics Car Show, 2017

Staff Comments: Conditions/Requirements by Police Department

- No street closures have been requested or approved. All street closures require City Council approval well in advance of the event.
- No procession has been mentioned, but participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede vehicular or pedestrian traffic or generally interfere with the normal flow of traffic.
- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event.
- Amplified music or sound shall not continue beyond 9:00 p.m.
- Event organizers shall contact Porterville Police Sergeant M. Knox well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Sergeant Knox can be contacted at 559-782-7400.

Rich Standridge/ Lieutenant
Porterville Police Department

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



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

- 1 Name and home address of the applicant: Don Bader 555 Brandy Way
Porterville Ca 93257
- 2 Address where amplification equipment is to be used: Veteran's Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Same as above
- 4 Type of event for which amplification equipment will be used: two speakers + mike
- 5 Dates and hours of operation of amplification equipment: 9-3pm
- 6 A general description of the sound amplifying equipment to be used: Two speakers + mike

Section 18-9

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

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

Section 18-14

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

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

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

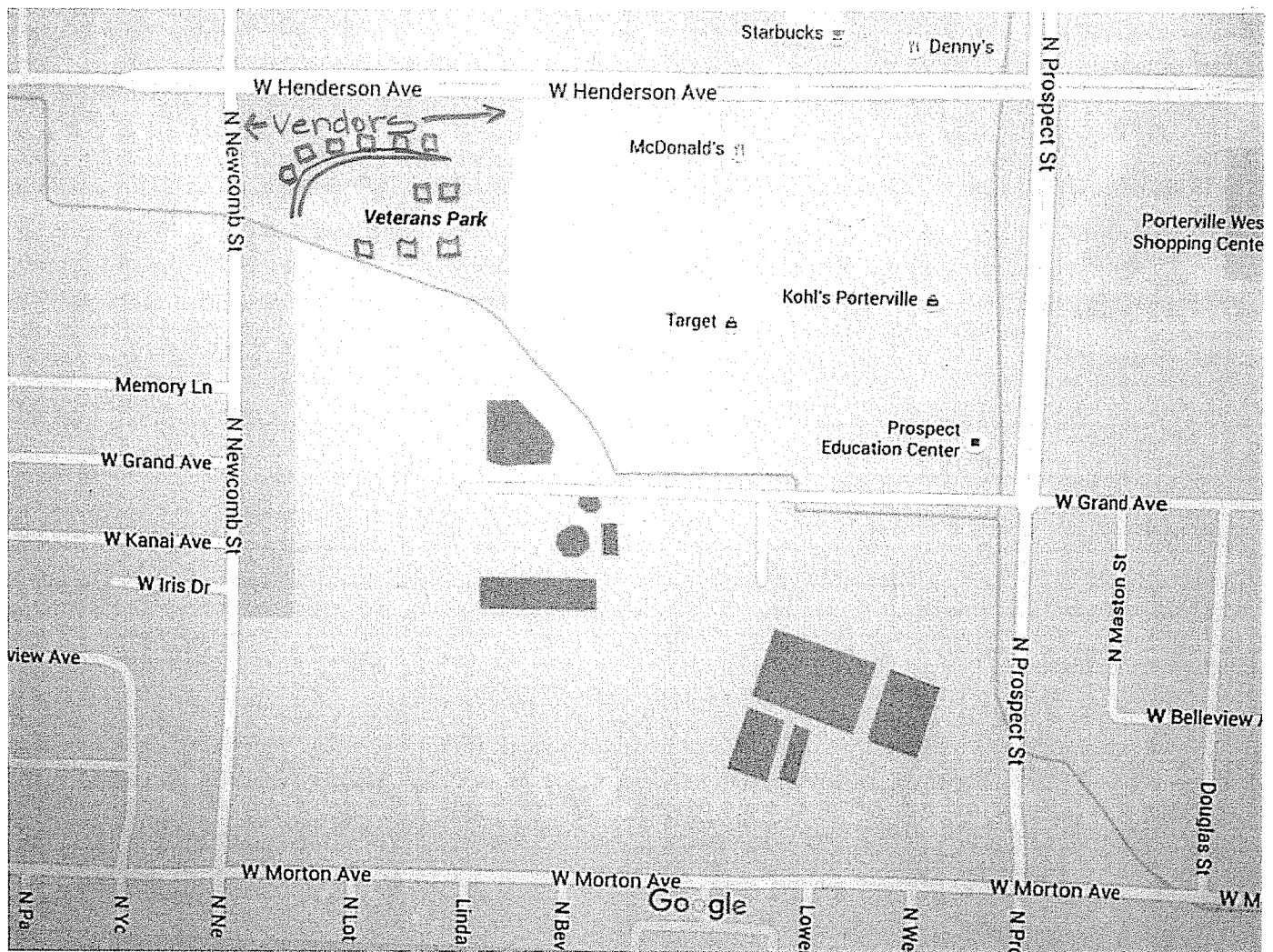
Donald Bader
Signature of Applicant

2/17/17
Date

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

[Signature] LT
City of Porterville, Chief of Police/Designee

3-28-17
Date



Name _____ Phone _____

Address _____ City _____ Zip _____

Vehicle Year _____ Make _____ Model _____

Motorcycle _____ Stock _____ Custom _____

Club Affiliation _____

Shirt Size S _____ M _____ L _____ XL _____ 2XL _____ 3XL _____

Signature of Applicant _____ Date _____

Make checks payable to: Rollin' Relics Car Show
1454 W. Thurman Ave. • Porterville, CA 93257

Liability: In consideration of the acceptance of the right to participate and by execution of this entry form, entrants & participants release and discharge the sponsors of any and all damages, injuries & or loss.

For information, please call Danny Hull: (559) 359-6099 or Dan Boydston (559) 789-2260



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2017

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

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

PRODUCER Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: PHONE (A/C, No, Ext): (800) 922-4050 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Rollin' Relics Car Club 555 Brandy Way Porterville CA 93257	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
(559) 781-2612	NAIC # 38970

COVERAGES**CERTIFICATE NUMBER:** Cert ID 2204**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			3602SS386871-4	03/13/2017	03/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Rollin' Relics Car Club Car Show to be held at Veterans Park on 5/13/2017.

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville 291 N. Main Street Porterville CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY
OR SUBDIVISION OR POLITICAL SUBDIVISION -
PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

All States or Political Subdivisions-Issuing such permits to the Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Approval of Carollo Engineers, Inc. Professional Service Agreement - Master Plan Updates

SOURCE: Public Works

COMMENT: Requests for Qualifications were issued on October 8, 2016, to a number of area consultants, including all eligible local firms, to provide engineering services for the preparation of Sanitary Sewer, Water System and Storm Drain Master Plan Updates, Recycled Water Feasibility Study, and Storm Water Resource Plan. The project is wholly funded through developer fees, Wastewater Treatment Reserve Fund, and Storm Drain Development Fund.

On October 28, 2016, staff received two (2) Statements of Qualifications (SOQs) for the proposed work. The SOQs were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" adopted by City Council (Resolution 16-2001). On November 18, 2016, staff reviewed the two SOQs provided by the firms wherein they were rated according to the aforementioned policy and Carollo Engineers, Inc. was the highest ranked firm.

Staff and Carollo Engineering staff have met on several occasions to refine their scope of services and associated fee. As these meetings progressed staff determined that additional details, warranting additional services, were needed, especially related to the recycled water feasibility study and the needs assessment of the Waste Water Treatment facility so as to prepare for improvements associated with the implementation of a recycled water system.

Initially, staff reported \$843,313 as the budget limit. However, staff did not include funding that is available in the Waste Water Treatment Plant Reserve Fund that was specifically defined as an additional funding source for the recycled water feasibility study needs. Total funds available exceed \$1,100,000 and Carollo Engineering's fees, as negotiated, are \$969,700. Attached is the Service Agreement and Fee Schedule.

RECOMMENDATION: That the City Council:

1. Approve the attached Professional Services Agreement with Carollo Engineers, Inc. for the Master Plan Updates; and
2. Authorize a 10% contingency for unforeseen design changes; and
3. Authorize the Mayor to execute the implementation of the

agreement by his signature.

ATTACHMENTS:

1. Professional Services Agreement
2. Scope of Work
3. Fee Schedule

Appropriated/Funded: JR for MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: March 28, 2017

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Carollo Engineers, Inc., hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Master Plan Updates

Description of Project: In general, Consultant to provide to provide engineering services for the preparation of Sanitary Sewer, Water System and Storm Drain Master Plan Updates, Recycled Water Feasibility Study, and Storm Water Resource Plan. Details are summarized in the Scope of Services as Attachment "A".

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described: Engineering Services for the preparation of Sanitary Sewer, Water System, and Storm Drain Master Plans, Recycled Water Feasibility Study System, and Storm Water Resources Plan.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed **Nine Hundred, Sixty Nine Thousand, Seven Hundred Dollars**, (\$969,700)).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced following the notice to proceed and all "work directives" shall be completed within eighteen (18) months. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. ESTIMATES AND PROJECTIONS

CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the CITY's plants and/or associated processes are operated and/or maintained. Data projections and estimates are based on CONSULTANT's opinion based on experience and judgment. CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by CONSULTANT and CONSULTANT does not and will not be liable to and/or indemnify CITY and/or any third party related to any inconsistencies between CONSULTANT's data projections and estimates and actual costs and/or quantities realized by CITY or any third party in the future.

SECTION 5. GUARANTEES AND WARRANTIES

CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for ~~economic~~, incidental or consequential damages to CITY or any third party arising out of breach of contract, termination, ~~or for any other reason~~ ~~whatsoever~~. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties,

including governmental agencies, other than CONSULTANT's subconsultants, that impact project completion and/or success.

SECTION 6. THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder."

SECTION 7. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 8. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$1,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$1,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law***, CONSULTANT agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents, ***or CONSULTANT'S activities related to the terms and conditions of or implementation of this Agreement.***

SECTION 9. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 10. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 11. AFFIRMATIVE ACTION.

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 12. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 13. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 14. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 15. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

CITY OF PORTERVILLE

CONSULTANT

By _____ By _____

Date _____ Date _____

Scope of Services - Attachment "A"

**CITY OF PORTERVILLE, A CALIFORNIA MUNICIPAL CORPORATION
(HEREINAFTER REFERRED TO AS "CITY")**

**ENGINEERING SERVICES FOR THE PREPARATION OF SANITARY SEWER, WATER
SYSTEM, AND STORM DRAIN MASTER PLANS, RECYCLED WATER FEASIBILITY STUDY
AND STORM WATER RESOURCES PLAN**

**CAROLLO ENGINEERS INC.
(HEREINAFTER REFERRED TO AS "CONSULTANT")
SCOPE OF ENGINEERING SERVICES**

March 24, 2017

DRAFT SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT AND MEETINGS

CONSULTANT's project manager shall direct and coordinate the efforts of the project team members in order to deliver all of the components of the project.

1. **Project Management Plan.** CONSULTANT shall develop a Project Management Plan (PMP), or "Project Plan," to be used to manage this project. The Project Plan shall include the project schedule, project team contacts, work plan, scope, budget, and the Quality Management Plan.
2. **Kick-off Meeting.** The CONSULTANT shall conduct a kick-off meeting with CITY staff. The purpose of the Kick-off meeting is to confirm project objectives, review staff and team members, discuss scope and schedule and review the data collection matrix. The Kick-off meeting will include the following:
 - Confirm project objectives.
 - Review list of needed data for completion of the study.
 - Review previous work and studies.
 - Document existing conditions and identify known system deficiencies.
 - Define project roles and distribute project roster.
 - Review schedule.
3. **Coordination.** CONSULTANT's project manager shall make staffing assignments, review work progress, coordinate quality management and review procedures, and communicate regular progress reports to the City. The project manager shall manage the budget, schedule, and invoicing. The project manager shall prepare and maintain a decision log that will record decisions made by the City throughout the project.
4. **Bi-monthly (Every Two Months) Status Meetings.** The CONSULTANT shall attend bimonthly status meetings to summarize project status, share information, and gain concurrence on key project issues. CONSULTANT shall prepare meeting agendas and meeting notes to document discussions, decisions, and work progress. Status meetings shall include discussion of project progress, schedule, budget, action item list, and decision log.

5. **Public Meetings.** The CONSULTANT shall attend a minimum of four (4) public meetings, which will also include a presentation to CITY Council. The CONSULTANT will support the CITY with the preparation of presentations, and other supporting materials that summarize the findings from the Master Plans or the Recycled Water Feasibility Study.

City Responsibilities - Task 1:

- Provide review comments on Project Plan.
- Participate in status meetings.

Deliverables - Task 1:

- Project Plan that includes budget, work plan (with scope of work), project team contact information, schedule, and Quality Management Plan.
- Meeting agendas and minutes.

TASK 2: DATA COLLECTION AND BACKGROUND REVIEW

CONSULTANT shall perform a thorough reconnaissance and review effort to secure data, input, studies, policies, regulations, and other background materials that will be needed to facilitate the successful completion of the project. The City shall collect and furnish to CONSULTANT all available studies, reports, and other data pertinent to our services, and CONSULTANT anticipates being entitled to use and rely upon all such information provided by the City or others authorized by the City in performing our services under this Scope of Work. The CONSULTANT will prepare a Data Collection Matrix that lists the data required for the project. The CONSULTANT will share the list with the CITY prior to the Kick-off Meeting.

1. **Background Review.** CONSULTANT shall review the City's relevant planning documents and design standards at the start of this project. This review shall include, but not be limited to, the following:
 - Drainage, water distribution, and sewer collection systems maps and record drawings.
 - Review of relevant existing City and County maps and studies to the extent that they are known to exist.
 - All available record drawings for wells, tanks, lift stations, pump stations, booster pumps, detention/retention basins, and development drawings.
 - Well pressure data, water elevation, and pump efficiency test data.
 - Pipeline installation and maintenance records for use in prioritizing repair and replacement projects.
 - Storage tank and booster pump design and operation information.
 - Pump station design information.
 - PRV Station Operational Information.
 - Available SCADA information.
 - Existing City ordinances.
 - City's Wastewater Treatment Plant flows, water billing and production records, SCADA data, and other information that relates to water usage and wastewater flows.
 - Existing water and wastewater computer models.

City Responsibilities - Task 2:

- Assist CONSULTANT in identifying and obtaining available existing information.
- Participate in project kick-off meeting.
- Provide electronic copies of existing water and wastewater computer models

Deliverables - Task 2:

- List of information necessary to complete the master plans.

TASK 3: PLANNING DATA AND BACKGROUND

1. ***Update Land Use Inventory and Projections.*** This task shall update the land use conditions consistent with the City's General Plan Update. Population projections and growth rates will be revised accordingly. Land use assumptions for all computer modeling shall consider buildout in conformance with the City's General Plan Update. CONSULTANT shall utilize the planning horizon of 2030 as the basis for the study and use projection increments of 2020, 2025, and ultimate buildout in 2030 for all three master plans. The GIS deliverables shall be compatible with the City's standard coordinate system. For budget purposes, it is assumed that only the line work for all three utilities is complete. The line work would only show facility locations and size (e.g., pipe diameter) in plain view, but would not show rim or invert elevations of the sewer or storm drains.
2. ***Digitize Vertical Data Into GIS Database.*** This Scope assumes that the CITY will provide the minimum amount of vertical information required to model the sanitary sewer, storm drain, and water system. Once the CONSULTANT identifies the required vertical information needed, the CITY will supply that information to CONSULTANT from either recorded as-built plans or field surveys. Additionally, the CITY has very limited information on the Tulare County community known as East Porterville, which is located within the CITY's UDB.

City Responsibilities - Task 3:

- Provide an electronic copy of the City's GIS database for use in developing all three master plans.

Deliverables - Task 3:

- Updated GIS database information including sewer rim and invert elevations.

TASK 4: PLANNING AND DESIGN CRITERIA

CONSULTANT shall review the CITY's design standards for the water, sewer, and storm drain master planning efforts. CONSULTANT shall also review the City's Stormwater NPDES Permit and Annual Work Plan for the stormwater master planning effort.

1. ***Develop Planning and Design Criteria.*** This task consists of defining the methodologies for evaluating the water, sewer, wastewater treatment, and storm drain systems for sizing the proposed improvements and for developing the capital improvement projects. CONSULTANT shall review the City's existing design standards for water transmission, sewer collection, water storage, and storm events for sizing drainage ponds and

stormwater conveyance facilities. Criteria that will be developed under this task will include (some criteria do not apply to all utilities):

- Maximum depth of flow (d/D).
 - Roughness coefficients.
 - Minimum/maximum velocity and maximum headloss.
 - Minimum pipe slopes for new trunk sewers and storm drains.
 - Inflow and infiltration rates (I/I).
 - Lift station and booster pump sizing.
 - Tank storage requirements.
 - Well capacity requirements.
 - Dry and wet weather wastewater flow peaking factors.
 - Max day and peak hour water demand peaking factors.
 - Wastewater generation and water demand coefficients.
 - Storm runoff coefficients.
 - Design storm events.
 - Street flooding criteria for storm drain system.
 - Basis for development of cost estimates.
2. ***Determination of Design/Standby Criteria.*** The CONSULTANT shall determine design and standby criteria to be used for evaluating the capacity of existing treatment facilities and development of recommended improvements. Design (firm versus standby) criteria will consider original design criteria, CONSULTANT's experience with similar facilities, City staff's operational, and maintenance experiences; and accepted engineering/industry practices.
3. ***Workshop No. 1 – Planning Criteria.*** This task consists of conducting a workshop in which the City and project team discuss and agree to the criteria that are used to evaluate the systems. The purpose of Workshop No. 1 is to arrive at the final criteria.

City Responsibilities - Task 4:

- Provide comments on draft planning and design criteria.
- Approve final criteria prior to proceeding with analysis.

Deliverables - Task 4:

- Workshop materials, including draft planning and design criteria.
- Final planning and design criteria.

TASK 5: DETERMINATION OF EXISTING SYSTEM CAPACITIES AND DEMANDS

This task shall include an inventory of existing wastewater collection, stormwater collection, and water distribution system capacities and demands and will include the following sub-tasks.

1. ***Perform Sewer Flow Monitoring Program.*** To quantify the distribution of sewer flows within the collection system, it is necessary to perform a flow monitoring program. This task includes a 1-month long flow monitoring program that includes up to 15 flow meters to establish average dry weather flows and to identify peak wet weather flows. The 1-month

period will be targeted for spring 2017, but this schedule will be adjusted as necessary to capture wet weather flows. CONSULTANT shall identify key manholes to monitor flows based on the collection system configuration and will work with subconsultant to install, monitor, and download meter data from the field. The 1-month long program will be timed to collect both dry weather flow to calibrate the sewer model and wet weather event data to determine rainfall dependent inflow and infiltration (RDI/I) rates. CONSULTANT shall perform data reduction and quality management of the final data and will review and analyze this data to obtain inflow and infiltration rates and to develop the hydraulic model, hydraulic projections, and wet and dry weather flows for the calibration process.

2. **Obtain Rainfall Data.** The flow monitoring program includes the installation of rainfall gauges within the City service area to collect data needed for measurement of infiltration/inflow for the collection system. The rain gauges shall be installed as part of the flow monitoring program at no additional cost to the City. CONSULTANT shall also review local available historical rainfall data and evaluate other hydrologic methods to determine an appropriate storm data scenario for the wastewater and storm water hydraulic model. CONSULTANT shall submit recommended rainfall data to be used for the model to City staff for approval.
3. **Develop Water Demand, Wastewater Flow, and Storm Drain Runoff Projections.** Water demand estimates and projections shall be developed using historical water use records, recent water demand patterns, land use plans, and population projections. CONSULTANT shall apply the appropriate peaking factors and diurnal patterns established in Task 4 to determine the maximum day demand and peak hour demand for the water model. The supply and demand projections will include the 20 percent per capita reductions from the CITY's Urban Water Management Plan.

The wastewater flow projections shall be derived from the flow monitoring program data obtained in sub-task 5.1, wastewater treatment plant influent data, the projections previously developed in the Alternative Energy Evaluation, and land use plans. The wastewater flows will be developed for average dry weather flow, as well as peak wet weather flow. CONSULTANT shall also develop wastewater flows based on population to provide a comparison. Historical wastewater flows and population data shall be used to determine a per capita wastewater flow factor. CONSULTANT shall compare the findings of the two flow projection methods, discuss with City staff, and recommend an appropriate wastewater flow projection. If necessary and demonstrated by the flow monitoring data, different inflow and infiltration rates will be established for older and newer parts of the City's sewer system. Storm runoff shall be calculated from an appropriate storm event and runoff coefficients, and other hydrologic parameters built into the stormwater hydrologic and hydraulic model

4. **Water Supply and Storage Analysis.** The CONSULTANT will conduct a supply analysis that evaluates the existing supply capacity as it relates to current average and peak water demands including factors for redundancy. The evaluation will include a review of opportunities to improve potable supply reliability, water quality concerns, as well as challenges with groundwater overdraft. The evaluation will consider opportunities for delivering treated surface water directly to the user or using surface water for groundwater recharge only. The discussion will include the requirements for surface water delivery include types of treatment facilities needed assuming water supply comes from the Tule River system and/or the Friant Kern Canal. The evaluation will include infrastructure and maintenance planning level costs for a surface water treatment plant, costs for supply lines

from the plant to the surface water source and from the plant to the CITY's water distribution system. The supply evaluation will also include feasibility of purchasing surface water and historical availability.

The supply analysis will include a review of current State and Federal water quality standards and regulations. Supply scenarios and recommendations will conform to pertinent water quality regulations.

The storage analysis will look at required storage based on the specific criteria that was developed as part of Task 4 related to operational, emergency.

City Responsibilities - Task 5:

- No cost encroachment permits (if necessary) to install wastewater flow meters.
- Assistance (if necessary) with directing traffic around busy intersections while installing flow meters. This is not typically necessary.

Deliverables - Task 5:

- Flow monitoring report, including I/I study and analysis.
- Other analyses from this task will be included in the master plan reports.

TASK 6: HYDRAULIC AND HYDROLOGIC MODELING

1. ***Assemble and Calibrate Hydraulic Models.*** The hydraulic and hydrologic models developed for these master plans shall include the new General Plan Update requirements and growth areas. Electronic files of the models shall be submitted to the City in a pre-approved format that can be updated as changes occur in the future. Water, sewer, and storm facilities will be extracted from the City's as-built maps, the survey base map, previous master plans, City GIS mapping, and other sources to assemble each new hydraulic model, more specifically described below:

- ***Wastewater Collection System.*** The Wastewater Collection System Master Plan shall include the development of a detailed hydraulic model of the wastewater collection system calibrated against flow monitoring data collected and analyzed as part of this master plan effort. CONSULTANT shall utilize the City's existing sanitary sewer model to establish a wastewater network backbone system. It is assumed that the existing model includes trunk sewers 10 inches in diameter and larger, all lift stations and forcemains, and 8-inch diameter sewer mains required for connectivity.

Sewer flow monitoring data shall be used for calibrating the collection system model.

- ***Water Distribution System.*** The Water Distribution System Master Plan shall include the development of a detailed hydraulic model of the water distribution system. The water distribution system will be evaluated to assess the ability of the water supply sources, and piped distribution and transmission system to deliver water to the City's customers. CONSULTANT shall also evaluate the feasibility of alternative water supply sources.

CONSULTANT shall calibrate the hydraulic model to approximate the roughness coefficients ("C" factors) and to verify the model's ability to accurately represent the

distribution system based on operational data. The scope assumes that the City staff and/or local fire department will provide any existing hydrant flow and pressure test information to conduct the model calibration. The CONSULTANT will also coordinate with the CITY to perform additional hydrant testing at up to 15 test sites to collect flow or pressure data. It is assumed that CITY staff will conduct the additional fire flow field testing with the assistance of a CONSULTANT project team member. The CONSULTANT will also install temporary pressure loggers at up to 12 hydrants to capture the diurnal pressure variations in the distribution system for extended period model simulation.

This task shall include a review of historical water use records, recent water demand patterns, and projections of future water requirements. This task will also include preparation of water demands for the enlarged service area and revised land uses resulting from the General Plan Update. CONSULTANT shall develop water distribution planning criteria under Task 4 above.

- **Stormwater Collection System.** CONSULTANT shall formulate a hydrologic computer model of the primary watersheds, sub-basins, and facilities within the City and off-site contributing areas. The hydrologic computer model shall be prepared pertinent to the 10, and 100-year storm events.

The 10-year and 100-year peak discharge rates shall be determined at key points of drainage concentration within the study area. Land use assumptions will consider buildout in conformance with the City's General Plan Update.

The hydraulic model shall include the City's storm drainage pipelines and other major storm drain facilities. Analysis of the future system will determine the storm drain size necessary to replace the ditches and convey future peak flows. Appropriate hydraulic boundary conditions will be established at each discharge point to assess the backwater effects on the storm drainage system.

CONSULTANT shall meet with City staff to discuss preliminary results; in particular, areas that the model predicts localized flooding. Input from City staff will be necessary to identify areas of flooding and assist in refining the model results.

2. **Evaluate Water, Sewer, and Storm Drain System Facilities.** CONSULTANT shall create an extended period simulation (EPS) models for the wastewater collection, stormwater collection, and water distribution system. CONSULTANT shall meet with City staff to obtain a better understanding of the operation of the three utility systems. This meeting is included as a project planning meeting under Task 1. CONSULTANT shall discuss preliminary model results and confirm our findings with City staff. It is anticipated that some of the key facilities and areas of special concern will be visited. Some sewer manhole lids may need to be lifted to clarify connectivity issues and flow direction at crucial locations. Following model calibration, the existing systems shall be modeled under scenarios identified by City staff and the project team. These scenarios will be used for identifying existing system deficiencies. Future scenarios will be used for evaluating the future improvements needed to service undeveloped lands and planned infill.

For all three utilities, CONSULTANT shall identify which pipelines (gravity or pressure), pump stations, wet wells, storage tanks, etc. lack the capacity to meet the established criteria and use the hydraulic model to size improvement projects to address these deficiencies. The CONSULTANT will develop up to three alternatives for major projects or facilities to serve future development areas. The CONSULTANT along with CITY input will evaluate the alternatives based on agreed upon evaluation criteria. Recommendations to

alleviate existing system deficiencies shall be labeled so that they can be differentiated from growth related improvements for funding allocation purposes.

3. **Workshop No. 3 – System Improvements Summary.** Recommendations to improve the existing system will be summarized and presented at Workshop No. 2. These improvements shall be prioritized based on the near-term development needs of the City. CONSULTANT shall prepare exhibits that present the identified deficiencies and the proposed improvements that address these deficiencies. At Workshop No. 2, CONSULTANT shall also take the opportunity to present concepts for capital projects that will serve the City through development of the General Plan Update boundary. Information gathered at the workshop will be used to revise the existing system improvements and to develop future capital projects.

City Responsibilities - Task 6:

- Confirm modeling software recommendation.
- Provide comments on existing system deficiencies and proposed future improvements.

Deliverables - Task 6:

- Water, Sewer and Storm Drain system inventories.
- Workshop No. 3 illustrations.
- Other analyses from this task will be included in the master plan reports.

TASK 7: Wastewater Treatment Plant Evaluation

This evaluation will be incorporated into the Collection System Master Plan. It will be developed in coordination with the Recycled Water Feasibility Study (Task 9).

1. **Description of Existing Wastewater Treatment Facilities.** The CONSULTANT shall develop descriptions, supporting figures, and tables of existing wastewater treatment and disposal facilities. The descriptions will include design criteria, unit sizes, and both hydraulic and process capacities. The CONSULTANT will provide updated plant layouts (based on using aerials photographs) and liquids and biosolids flow schematics.
2. **Identify Repair and Replacement (R&R) Needs.** The CONSULTANT shall prioritize and perform structural, process, electrical and instrumentation, and mechanical visual condition assessments of the City's wastewater treatment plant. The condition assessment will be based on a four-person team being onsite for up to two days, inspecting what can be assessed during that time. Corrosion and structural condition assessments of critical process areas requiring process shutdowns will not be included in this scope of work. Prioritization of assets to assess will include input from the City, including at a minimum:
 - Headworks
 - Influent Pump Station
 - Grit Chamber
 - Claerator No. 1
 - Claerator No. 2
 - Primary clarifiers.

- Aeration basins.
- Secondary clarifiers.
- Anaerobic digesters and boilers.
- Chlorine contact tank.
- Sludge thickeners.
- Screw press.

The CONSULTANT shall recommend predictive tools that may assist the City in performing future condition assessments. The CONSULTANT shall conduct nondestructive test methods if required to determine life expectancy of some of the assets to provide more accurate estimation.

3. ***Develop Repair and Replacement Program and Costs.*** The CONSULTANT shall provide reporting, weighing and scoring system, and analysis tools for determining recommended near-term and long-term repair and replacement strategies to be incorporated into the Master Plan's capital improvement program recommendations. The CONSULTANT shall estimate the repair and replacement costs for existing equipment and develop annual repair and replacement costs required to minimize the life-cycle costs for existing facilities.
4. ***Wastewater Treatment Plant Hydraulic Capacity Evaluation.*** The CONSULTANT shall develop a hydraulic model and perform a capacity study to evaluate the hydraulic capacity through the treatment plant and identify potential hydraulic bottlenecks. An updated hydraulic profile shall be provided to the CITY.
5. ***Process Performance and Capacity Evaluation.*** The CONSULTANT shall review original design and sizing criteria, past reports, historical operating data, and current operational strategies for each treatment plant process. Assess the hydraulic and process capacities of each treatment plant process by evaluating hydraulic and process loadings, historical performance of each process, and considering the established design/standby criteria.
6. ***Process Model Configuration.*** The Consultant shall develop a process model perform additional configuration and/or calibration required to model future treatment plant alternatives (developed in coordination with Task 9) and evaluate existing process capacities. The update will account for the plant's new operational practice of returning screw press pressate back to the headworks, and the possible impacts on effluent nitrogen concentrations.

If additional data are needed to update the Biotran model, the CONSULTANT shall identify the wastewater parameters to be sampled and analyzed to 1) provide information for the updated Biotran calibration, 2) address identified data gaps, and/or 3) resolve identified data deficiencies. The data obtained from the sampling and analysis of the identified wastewater parameters will provide information to define Biotran influent and intermediate process wastewater characteristics, and supplement available operations and performance data.

The CONSULTANT shall coordinate closely with City to develop a specific sampling and analysis plan, which will identify appropriate wastewater parameters for calibration of the process simulator. This sampling and analysis plan will describe the additional sampling

points (if needed) and additional constituents to be measured. The City will be responsible for sampling, testing and transmitting the data to the CONSULTANT for their use.

7. **Solids Treatment/Reuse/Disposal Alternatives.** The CONSULTANT will identify and summarize candidate solids treatment (thickening, stabilization, dewatering) and reuse/disposal alternatives to meet anticipated regulatory, growth, and performance requirements and the City's goals for the bioCNG facility and the biosolids reclamation area. This will include evaluating existing facilities and costs developed in the Alternative Energy Evaluation. The solids treatment alternatives proposed must include the continued use of the City's anaerobic digesters and screw press.

The CONSULTANT shall review the Alternative Energy Evaluation, including the recommendation to implement a bioCNG and update recommendations if appropriate. It is assumed the conclusions drawn from the report will be carried through in the Master Plan.

8. **Support Facilities.** For the top ranked liquids and solids alternatives developed in coordination with Task 9, the CONSULTANT shall assess and prepare site utility and support system layouts, showing the general and support facility improvements required, including: process piping, support buildings, odor control facilities, electrical systems, and roadways.
9. **Workshop No. 3 – Wastewater Treatment Plant Evaluation Summary.** A summary of the evaluation of the existing facilities will be summarized and presented at Workshop No. 3. The recommended improvements from this analysis will be reviewed and prioritized based on the discussions with the City. CONSULTANT shall also present the proposed liquid treatment, solids treatment, and support facilities alternatives to be analyzed. Information gathered at the workshop will be used to revise the alternatives analysis and refined the recommended projects for the WWTP.

City Responsibilities - Task 7:

- Provide comments on existing facility deficiencies and proposed future improvements.

Deliverables - Task 7:

- List of proposed R&R needs to correct existing deficiencies at the facility.
- Workshop No. 3 illustrations.
- Other analyses from this task will be included in the master plan reports.

TASK 8: STORMWATER RESOURCES PLAN

Eligibility requirements for Proposition 1 funding for stormwater projects include development of a Storm Water Resource Plan (SWRP). The CONSULTANT shall prepare a SWRP for the CITY that meets the Proposition 1 SWRP Guidelines (State Water Board 2015). Development of a SWRP will include the following subtasks

1. **SWRP Objectives.** CONSULTANT shall review objectives identified in the Tule River Basin Integrated Regional Water Management Plan (IRWMP) the SWRP Guidelines, the City of Porterville Stormwater Management Plan (SWMP) and any other relevant stormwater related documents. CONSULTANT shall compile a table of objectives for the SWRP and identify consistency with other planning objectives.

2. **SWRP Gap Analysis.** CONSULTANT shall review existing plans (SWMP, TMDL implementation plans, watershed management plans, existing GIS mapping, etc.) that will support development of the SWRP. Using the checklist in the SWRP Guidelines, the CONSULTANT will document the components of the SWRP that can be satisfied with existing documents/data/mapping, and will identify the components that will need to be addressed.

It is assumed that existing documents/data/mapping will be sufficient to provide meet the SWRP requirements for general background information, but that there are not existing documents that adequately identify, develop, evaluate, and prioritize stormwater projects to the extent required by the SWRP Guidelines (i.e. there is not an existing functionally equivalent document(s)).

3. **Watershed Characterization.** CONSULTANT shall compile existing GIS data sets, including watershed boundaries, waterways, groundwater basin boundaries, land use, subsurface characteristics, stormwater infrastructure, and municipal/agency boundaries. The CONSULTANT will prepare base mapping that meets the SWRP Guidelines. This subtask will be coordinated with Task 3.
4. **Water Quality Evaluation.** CONSULTANT will identify water quality issues within the major watersheds, including pollutants identified on the 303(d) list of impaired water bodies or with relevant TMDLs. The CONSULTANT will summarize existing NPDES permits, Waste Discharge Requirements and any other relevant permits or regulations. In addition, the CONSULTANT will identify linkages between the SWRP and applicable TMDL Implementation Plans, MS4 Permits and BMP requirements, and Groundwater Sustainability Planning efforts.
5. **Storm Water Project Evaluation Criteria and Prioritization Process.** CONSULTANT shall work with the CITY to identify evaluation criteria, metrics, and a process for prioritizing storm water projects. The information developed in subtasks 1 through 4 will inform the development of the evaluation criteria and prioritization process, and will ensure consistency with broader planning processes, including the IRWMP. The evaluation criteria a prioritization process developed in this task will be specific to stormwater projects.
6. **Project Identification.** The CONSULTANT shall work with the CITY to identify any planned storm water projects and/or potential projects, and/or project concepts that have been developed though other planning efforts and studies. Available design details and quantitative metrics for project benefits (pollutant load reduction, stormwater capture volume, etc.) will be compiled for the projects that have been previously identified.

CONSULTANT shall identify additional project concepts through the storm drain system hydraulic modeling analysis. This subtask will be coordinated with Task 6. The SWRP Guidelines include a requirement that projects address two or more main benefits, that fall within the benefit categories of water quality, water supply, flood management, environmental and community. It is assumed that the projects identified through the storm drain system modeling analysis will focus on opportunities for water supply (via stormwater capture) and flood management.

7. **Project Development.** Based on the findings of Subtask 6, a cursory screening of the potential projects will be conducted based on the evaluation criteria, and a short list of

projects will be identified for further development. Up to three projects will be included in the short list for further analysis. The CONSULTANT will conduct hydraulic modeling analysis of the short listed projects to develop the quantitative benefit metrics identified in the SWRP Guidelines. This subtask will be coordinated with Task 6.

For storm water recharge projects, it is assumed that existing hydrologic information will be used to support site identification and estimates of recharge rates. CONSULTANT will not conduct a hydrogeologic analysis.

CONSULTANT will not conduct water quality modeling analysis to quantify pollutant load reduction associated with water quality projects.

8. **Project Evaluation and Prioritization.** CONSULTANT will work with the CITY to implement the evaluation and prioritization process, as developed in Subtask 5, for the short listed projects.
9. **Plan Implementation Strategy and Schedule.** CONSULTANT will develop a strategy and schedule for plan implementation, including resources for plan implementation, a strategy/timeline for project implementation, adaptive management, and plan performance tracking. In addition, The CONSULTANT will work with the City to develop a strategy for long-term funding of O&M for projects.

The SWRP guidelines require that the SWRP be a living document that will be implemented as an ongoing adaptive management program. CONSULTANT will develop procedures for updating the plan, tracking plan performance, and evaluating future projects.

10. **Monitoring and Data Management.** CONSULTANT will develop a monitoring plan and data management plan that includes including monitoring requirements associated with applicable MS4 permits, data quality assurance and control, and integration of data into statewide databases. To the extent feasible, the monitoring and data management plan will take advantage of monitoring and data management procedures developed for the Tule IRWMP.
11. **Draft and Final SWRP.** CONSULTANT will prepare a Preliminary Draft SWRP per the SWRP Guidelines. The Preliminary Draft SWRP will be provided to the CITY for review and comment. CONSULTANT will prepare a Draft SWRP that incorporates CITY comments. The CITY will provide the Draft SWRP to the public for review and will compile public comments. Any comments received will be addressed in the Final SWRP. The CITY will submit the final SWRP to the Tule River Basin IRWMP Group for approval and incorporation into the Tule IRWMP.
12. **Education/Outreach.** Education and outreach for the SWRP will be incorporated into the education and outreach activities of the overall project, as conducted in workshops 1 through 4. Any additional outreach through existing programs (IRWM or MS4 related) will be the CITY's responsibility.

City Responsibilities - Task 8:

- Provide electronic copies of any existing documents that are not available online.
- Provide available GIS shapefiles.
- Provide review and comment on the Preliminary Draft SWRP.

- Provide the Draft SWRP to the public for review and compile public comments.
- Additional SWRP specific outreach through the IRWM or MS4 related outreach activities.

Deliverables - Task 8:

- Table of SWRP objectives.
- Summary table of supporting documents/data/mapping, description of SWRP components satisfied by the existing information, and description of SWRP components that will need to be addressed.
- Summary table of key linkages between the SWRP and other planned management or regulatory activities.
- Summary table of evaluation criteria and metrics, and brief overview of prioritization process.
- List of potential projects and level of project development (concept, feasibility analysis, design, etc.).
- Summary table of the short listed projects (up to 3) and associated benefit metrics.
- Implementation strategy and timeline.
- Preliminary Draft SWRP.
- Draft SWRP (5)
- Final SWRP (10)

TASK 9: RECYCLED WATER FEASIBILITY STUDY

The City is pursuing a \$75,000 Recycled Water Planning Study grant from the State Water Resources Control Board (SWRCB). Therefore, the Recycled Water Feasibility Study must meet the SWRCB grant requirements as well as the City's needs. The SWRCB requires the feasibility study address the following items. Portions of the work described in prior tasks (water supply evaluation, wastewater treatment plant analysis) will be developed in coordination with this study.

1. ***Review Current and Future Regulatory Requirements.*** The CONSULTANT shall review the regulatory requirements and policies that need to be addressed as part of the WWTP evaluation. In addition to a review of current regulatory requirements, the CONSULTANT shall identify, describe, and summarize applicable new and future regulatory issues or policies being developed by the State Water Board or the State Legislature. Effluent and biosolids regulations vary based on the intended reuse or disposal method. This analysis is intended to provide a broad perspective by summarizing the regulatory requirements for the following reuse or disposal scenarios:
 - Effluent:
 - a. Land disposal (i.e., percolation).
 - b. Agricultural irrigation (all applicable qualities).
 - c. Urban irrigation (i.e., unrestricted tertiary).
 - d. Indirect potable reuse.
 - e. Direct potable reuse.
 - Biosolids:
 - a. Offsite reuse (i.e., Class B and Class A).

- b. City-owned reuse site or contracted reuse site
- c. On-site treatment (i.e., Class A such as drying).
- Air Quality.

These scenarios will be developed and described to bracket the range of future regulatory requirements, and will be used as the basis for assessing the viability of both unit processes and integrated treatment system alternatives during the evaluation of the existing facilities and future improvement alternatives.

2. **Review Historical Wastewater Flows and Loads.** The CONSULTANT shall review, evaluate, and summarize historically recorded wastewater flows and conventional pollutant characteristics and loads for the purpose of projecting wastewater flows and loads and evaluating treatment plant capacities. The CONSULTANT shall build on the analysis previously conducted for the 2015 Energy Alternatives Evaluation. Flows and loads, and associated peaking factors, will be evaluated on an average day annual, average day maximum month, and peak hourly basis. The CONSULTANT shall evaluate diurnal and seasonal variability in flows as-needed for evaluating process capacities, assessing upgrade alternatives, and optimizing existing facilities. The CONSULTANT shall coordinate with the new collection system hydraulic model.
3. **Projected Wastewater Flows and Loads.** The CONSULTANT shall coordinate with the collection system model and review the Energy Alternative Evaluation (2015) to summarize wastewater flow and load projections (average day annual, average day maximum month, and peak hourly) for the planning horizon and for build-out conditions considering: future population projections, per capita wastewater flow rate and loads, historical flows and loads trending, current and projected trends in water consumption and water conservation rates, current and projected trends in inflow and infiltration (I/I). The CONSULTANT shall build on the flow and load projections previously completed for the Energy Alternatives Evaluation (2015).
4. **Study Area Characteristics.** Based on existing information, the CONSULTANT shall summarize the study area characteristics: land use and land use trends, population projections, beneficial uses of receiving waters, water supply wastewater supply, area hydrologic features, groundwater basins (including quantities extracted by all users, artificial and natural recharge, safe yield, etc.
5. **Water and Wastewater Characteristics and Facilities.** Description of all wholesale and retail entities, sources of water and major facilities, capacities of facilities, groundwater management (including recharge and overdraft), water use trends and future demands, quality of water supplies, sources of additional water. Effluent quality, description of major facilities, additional facilities needed to comply with waste discharge requirements, sources of industrial or other problem constituents and control measures, existing recycling program, existing rights to treated effluent.
6. **Recycled Water Market Assessment.** The recycled water market assessment will focus on non-potable irrigation for both agricultural and urban uses, IPR, and DPR. The CONSULTANT shall develop customer maps highlighting the potential customer's geographical location and relative water demands. At a minimum, the following customer/user demands will be considered: 1) landscape irrigation (city parks, cemeteries, schools, freeway medians, etc., 2) commercial/industrial, 3) IPR applications, and 4) future

DPR. The recycled water market assessment shall consider both supply and demand of recycled water.

7. **Liquids Treatment Alternatives.** The CONSULTANT shall identify and summarize candidate technologies for liquids treatment to meet anticipated regulatory, growth, and performance requirements to support the recycled water alternatives. Liquid treatment alternatives must consider preliminary, primary, secondary, tertiary, and disinfection treatment processes, and other plant hydraulic/pumping processes and facilities to support the recycled water alternatives developed.

The CONSULTANT shall combine the viable candidate treatment technology alternatives to consider and assess a wide range of conceptual treatment alternatives in developing viable future liquids treatment process alternatives. The CONSULTANT shall evaluate, rank, and select the top liquid treatment alternatives considering established evaluation criteria, potential related impacts on other processes such as solids, and air. Liquid treatment alternatives will include processes that can meet potential future nitrogen limits.

8. **Treatment Requirements for Discharge and Reuse.**

- **Regulatory Water Quality Summary.** The CONSULTANT shall develop a summary of expected water quality objectives and regulatory requirements for various potential recycled water uses identified in the City's service area (e.g., Title 22 and potable reuse, protection of surface or groundwater from problems resulting from recycled water use. The water quality requirements shall be consistent with the Review of Current and Future Regulatory Requirements.
- **Wastewater Quality Summary.** The CONSULTANT shall provide a brief summary of the expected treated water quality and constituents of concern to meet the recycled water quality objective.
- **Technology Treatment Assessment.** The CONSULTANT shall conduct a recycled water technology assessment of treatment technologies, proven as well as currently under development. Potential treatment schemes shall include both tertiary filtration and disinfection for unrestricted reuse and advanced treatment technologies and treatment trains for potable reuse. A summary matrix of the technology evaluation shall be developed. Baseline treatment trains for both unrestricted and potable reuse will be selected, using proven treatment technologies, for this Recycled Water Feasibility Study in developing site requirements and cost estimates. The treatment technology assessment shall include, at a minimum, treatment efficiency, waste streams produced, energy requirements, and potential for by-product formation. Current and future potential contaminants, including constituents of emerging concern (CEC) and endocrine disruptor compounds (EDCs), shall be considered and their impact on treatment technology selection and treatment train development.

9. **Project Alternatives Analysis.**

- **Alternatives Analysis and Screening.** The CONSULTANT shall identify up to five (5) alternative(s) for evaluation and perform preliminary screening to rank the alternatives, including satellite facilities and treatment upgrades at the WWTF. A No Project Alternative is included as one of the five for detailed evaluation. Draft

screening criteria will be developed and presented to the City for input on the final criteria to be used.

- **Alternatives Development.** The CONSULTANT shall develop the conceptual alternatives, including, at a minimum, conceptual level facility design (e.g., site layout, major structures, and treatment processes), site map showing proposed facility/infrastructure location (e.g., conveyance pipe routes and approximate injection well locations), capital cost, operation and maintenance (O&M) cost, and life-cycle costs to facilitate alternatives analysis. Conceptual facility design shall include, at a minimum, source water conveyance/diversion requirements, treatment facilities, recycled water conveyance system, and/or groundwater recharge facilities.
- **Legal, Permitting, and Environmental Analysis.** Summarize legal, permitting, and environmental analysis that will be required to implement the alternatives.

10. **Recommended Facilities Project.**

- **Define Recommended Project.** The CONSULTANT shall develop the recommended project based on the selected alternative, including: facilities (treatment, distribution), schedule (implementation and phasing), project costs (capital, O&M, dollars per acre-foot), and permitting requirements.

11. **Construction Financing and Revenue Program Development.**

- **Funding Sources Identification and Considerations.** The CONSULTANT shall identify funding considerations, such as partnering, and potential sources for funding the capital costs such as: pay-as-you-go, debt financing, grants and loans, and market based programs. Summarize in a funding summary table.
- **Develop Recycled Water Pricing Policy.** The CONSULTANT shall consider capital cost recovery, O&M cost recovery, and Repair & Replacement (R&R) cost recovery. Prepare the recycled water funding source summary.
- **Define Annual Cost Projections.** The CONSULTANT shall include capital costs (including sunk costs and salvage value), O&M costs, R&R costs, total annual project expenses, recycled water use projections and unit costs, and preliminary recycled water price to define annual cost projections. A brief comparison to water prices will also be developed.
- **Project Benefit-Cost Analysis.** The CONSULTANT shall prepare a qualitative project benefit-cost analysis.

12. **Workshop No. 4 – Recycled Water Feasibility Study.** The CONSULTANT shall conduct Workshop No. 4 to discuss the detailed alternatives analysis and to select the preferred recycled water alternative.

13. **Stakeholder Workshops/Division of Financial Assistance Meeting.** CONSULTANT will assist the City with stakeholder workshops. Up to three (3) stakeholder workshops will be conducted. This task also includes one meeting with the Division of Financial Assistance for a mid-progress meeting.

14. ***Draft and Final Recycled Water Feasibility Study.*** CONSULTANT will prepare a Draft Recycled Water Feasibility Study per the requirements of the grant application. The Draft Recycled Water Feasibility Study will be provided to the CITY for review and comment. CONSULTANT will prepare a Final Recycled Water Feasibility Study that incorporates CITY comments. The CITY will submit the Final Recycled Water Feasibility Study to the State Board for review and approval.

City Responsibilities - Task 9:

- Lead stakeholder workshops.

Deliverables - Task 9:

- Draft Recycled Water Feasibility Study (5)
- Final Recycled Water Feasibility Study (10).

TASK 10: CAPITAL IMPROVEMENT PLAN

CONSULTANT shall develop a capital improvement program including costs and recommended prioritization and completion dates of necessary improvements to enhance redundancy/reliability, eliminate hydraulic deficiencies, provide the capacity necessary to accommodate development through general plan buildout (coordinated with the 2030 General Plan Update), and allow for long-term replacement needs as follows.

1. ***Revise Existing System and Develop Future Improvements.*** Based on information gathered in Workshop No. 2, CONSULTANT shall run the future system models for ultimate flow, development, and demand conditions, and the intermediate planning years (based on discussions with the City's planning division regarding the phasing of development).

The models shall be run for buildout conditions to determine the facility sizing that can accommodate all growth identified at this time. CONSULTANT shall then evaluate the systems to determine the phasing of improvement projects. Future system (or growth related) recommendations will be labeled so that they can be differentiated from existing system improvements for fund allocation purposes.

2. ***Workshop No. 5 – Capital Projects and Cost Summary.*** CONSULTANT shall prepare exhibits and cost summaries of the revised existing system and future system evaluation results. This will include deficiencies, proposed improvements that address these deficiencies, and phasing of the improvements.
3. ***Capital Improvement Project Implementation.*** The capital improvement projects (CIP) will be used as a tool for the orderly construction of the proposed facilities. Based on the input, coordination, iterations, and final project phasing, CONSULTANT shall develop CIP implementation plans to prioritize the proposed improvement projects, including phasing and estimated timing of the improvements. It should be noted that the CIPs will distinguish between the improvements needed to correct existing deficiencies and those needed to service future developments. Improvements shall be prioritized and time scheduled. Costs associated with each proposed improvement will be based on the recommended unit costs approved by City staff.

The recommended improvement projects will be prioritized and phased based on the City's goals and objectives. The prioritization and phasing shall be consistent with Task 3. Projects will be grouped into the following timeframes: Current, 2020, 2025, and 2030.

To facilitate the documentation and phasing of improvements, CONSULTANT shall prepare a large system map that presents all recommended projects by phase (one map for each utility). This map shall list project sizes and project IDs that correspond to the project ID in the CIP tables. The CIP tables shall list the project ID, location, sizing information, cost estimates, and proposed phasing for each project.

City Responsibilities - Task 10:

- Review and comment on draft submittals of the CIP, phasing, prioritization, and costs.

Deliverables - Task 10:

- Workshop materials, agenda, and minutes.
- Existing system preliminary improvements.
- Future system concepts.
- Exhibits and costs of proposed projects.

TASK 11: DELIVERABLES - UTILITY MASTER PLANS

This task involves the compilation of the analyses and findings from 1 - 7, and Task 10 to prepare and produce the Water Distribution, Stormwater Collection, Sewer Collection System Master Plan documents. Preparation of the reports for the Stormwater Resources Plan and the Recycled Water Feasibility Study are included in Tasks 8 and 9, respectively.

All plans shall be prepared using current versions of Microsoft Office and GIS software, utilized by the City, and an electronic file shall be submitted to the City.

The final master plans shall include:

- Updated information from technical memoranda prepared above after addressing and incorporating City comments.
 - Summary of the evaluation methodology.
 - Model documentation results of analysis.
 - System improvement recommendations.
1. ***Prepare Draft and Final Plans.*** This task consists of producing stand-alone documents that will serve as the main planning document for the City's water, sewer, and storm drain facilities. Detailed report outlines of the proposed master plans shall be submitted to City staff for review and comment, prior to the completion of the draft reports. Copies of the final reports shall incorporate City staff comments from the reviewed draft reports. The Executive Summary sections will bring forward the most significant findings of the project.
 2. ***Workshop No. 6.*** CONSULTANT shall conduct Workshop No. 6 to discuss comments on the draft plans and ensure consistency with the City's connection fee and cost recovery analysis. CONSULTANT shall incorporate these comments and prepare the final plans. CONSULTANT shall also submit the electronic hydraulic model files for City's future use.

City Responsibilities - Task 11:

- Review and comment on the technical memoranda and draft master plans.
- CONSULTANT will not be providing training for the hydraulic modeling software.

Deliverables - Task 11:

- Hydraulic models.
- Workshop materials, agenda, and minutes.
- Draft Master Plans (5 of each utility).
- Final Master Plans (10 of each utility).
- Master Plan chapters may be developed and submitted to the City as work progresses during Tasks 1-7 and Task 10, or all at one time following completion of all tasks. The approach will be mutually decided following discussion with the City.

TASK 12 BLUE PLAN-IT® ONE WATER DECISION SUPPORT DASHBOARD (OPTIONAL TASK)

Using Carollo's Blue Plan-it™ (BPI) Decision Support System (version 4L), the CONSULTANT will set up a detailed water system model that integrates all relevant water resources identified in the above tasks. This task connects all water flow and quality data, results from various analyses in previous tasks, and cost information into one platform to support decisions in a dynamic manner. Customized for the CITY, the BPI One Water Decision Support Dashboard will consist of the following components.

1. Water System Schematic. The CONSULTANT will set up a detailed water system model that integrates all relevant streams, including surface water (river, canal, etc.), groundwater, drinking water, wastewater, recycled water, storm water, and residuals from water and wastewater treatment facilities. This tool will track all water streams and mass balance, considering losses, gains, and recovery of each major step in the water cycle as well as the connections between different components.

This tool will NOT replace detailed hydraulic models for water, wastewater, or storm water. It will be an integrated system wide planning tool that will include individual pressure zones, sewer sheds, groundwater basins, storm water basins, etc. It will be used in conjunction with other models, providing guidance on scenarios to be evaluated using hydraulic models and summarizing infrastructure improvement costs generated based on other analyses.

2. Data Organizer. Historical and projected flow and water quality data as well as the water system configuration information collected in Task 2 will be reviewed, processed, and organized in Excel and/or another common database format. The data will be imported into BPI data base and organized with a Time Manager. This will allow users to access, view, and manage any type data for any selected range of time easily. By applying data filters or queries, users will be able to summarize data in graphs and tables. The BPI Decision Support System will be

connected with data presentation dashboards made in Excel and Power BI. The CITY will be able to access these dashboards and review them during the project.

3. Treatment Facility Analysis. The BPI water system model will include individual water and wastewater treatment facilities (both existing and future) for flow and water quality tracking. However, detailed modeling of the performance of each treatment process is NOT included in this Scope of Services.

4. Costs Estimates. The BPI model will integrate Capital and Operations and Maintenance (O&M) cost estimates for each relevant component of the water system to develop total costs. Costs associated with proposed infrastructure improvement projects (including pipelines, pump stations, tanks, treatment facilities, storm water management projects, etc.) can be developed using BPI, or can be imported into BPI if they are developed in Excel or other tools.

5. Dynamic CIP Dashboard. BPI will provide a dynamic cost summary, which can be used as CIP project prioritization tool. The dashboard will provide a summary bar chart to present the total costs by year for each planning period. The costs can be summarized by type (e.g., total water projects, total storm water projects, etc.), by group, by time range, by project location, etc. Moreover, it will allow user to adjust the capacity and timing of each proposed CIP project using model selection tools. The summary bar chart will update dynamically each time the model is run.

To assist decision making, the dynamic CIP dashboard can be customized to also include key information on projected and target water usage, water resource allocations, demand or capacity deficits, and other project-specific criteria. This will help the CITY to achieve its water sustainability goals.

6. Executive Water System Dashboard. The CONSULTANT will collaborate with the CITY to develop an executive water system flow chart and CIP dashboard to assist the CITY in presenting key findings of the master plan to CITY Management.

7. Scenario Management and Reports. The CONSULTANT will evaluate a series of planning conditions in conjunction with the other tasks. These scenarios will be organized using BPI's Scenario Manager. The BPI tool will also allow users to load previously conducted scenarios and exported selected inputs and results to a summary report, in Excel or PDF file format.

8. BPI Decision Support Workshop. After completing the integration and preliminary analysis, the CONSULTANT will demonstrate the BPI dashboard at the CITY's site in one (1) decision support workshop. This will help the CITY achieve consensus on the format and application of the model and dashboards among internal stakeholders. The CONSULTANT will incorporate the CITY's comments to improve the model and dashboards and finalize the analysis after the workshop. Additional demonstrations of the BPI dashboard can be conducted via webinar.

Deliverables - Task 12

The deliverables of this task will include:

- Draft and Final Report to document the model description, model setup methodology, calibration, model results, and alternative planning scenarios.
- Blue Plan- it® (version 4L) screen captures, reports, input and output data in Excel format, and fixed dashboards in Excel format.

Items Not Included in Scope for Optional Task 12

- BPI can be set up to help users track water quality mass balance and contaminant transportation in the water cycle on any pollutant related to compliance requirements (e.g., TMDLs or salinity impacts). The current scope does NOT include any detailed water quality analysis or treatment process modeling.
- CONSULTANT will utilize the BPI tool to conduct analysis for this Project without charging the CITY a licensing fee for the software. The BPI Model will be used during the project to support decision making in an integrated and dynamic manner. The CITY will receive a copy of all input data and model output. The scope and fee presented herein do not include any software license fee or maintenance charge. It does NOT include any labor for training CITY's staff to use BPI.
- If the CITY desires to have access to the dynamic CIP dashboards after the project is complete, the CONSULTANT could provide a web application on Carollo's BPI web portal and grant secured users' account to CITY. The web application is easy to use and requires no software installation and very little training. Pending discussion with the CITY about its IT policy and the intended use of the web application, and if the CITY is interested in continuing utilizing the CIP dashboard in the form of a web application, the CONSULTANT will meet with the CITY to provide a live demo and go through the web application development details. At that time, a more accurate scope and fee will be developed to implement the web application.

ASSUMPTIONS

1. CONSULTANT shall perform the services required in this Scope of Services accordance with the prevailing engineering standard of care by exercising the skill and ability normally required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.
2. The CITY shall cover costs for any sampling or analyses established as part of the tasks described above and needed to support the project.
3. The CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and provide property as required for CONSULTANT to perform services described in this Scope of Services.

4. CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, over the incoming water quality and/or quantity, or over the way CITY's plants and/or associated processes are operated and/or maintained. Data projections and estimates are based on CONSULTANT's opinion based on experience and judgment. CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by CONSULTANT and CONSULTANT does not and will not be liable to and/or indemnify CITY and/or any third party related to any inconsistencies between CONSULTANT's data projections and estimates and actual costs and/or quantities realized by CITY or any third party in the future.
5. The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services herein, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services herein.

TIME OF PERFORMANCE

This scope of work shall be completed within eighteen (18) months following notice to proceed.

PAYMENT

Payment shall be on a lump sum basis. Payment for services rendered shall be billed monthly, based on the percent of work completed for each task. The budget for this scope of work is nine hundred eighty-eight thousand, eight hundred (\$969,700) dollars and includes all expenses. The budget breakdown per deliverable is as follows:

Task No.	Task Name	Cost
1	Project Management and Meetings	\$88,623
2	Data Collection and Background Review	\$22,106
3	Planning Data and Background	\$35,098
4	Planning and Design Criteria	\$12,049
5	Determination of Existing System Capacities and Demands	\$124,518
6	Hydraulic and Hydrologic Models	\$92,820
7	Wastewater Treatment Plant Evaluation/Condition Assessment	\$98,266
8	Stormwater Resources Plan	\$149,958
9	Recycled Water Feasibility Study	\$166,863
10	Capital Improvement Plan	\$76,457
11	Deliverables – Utility Master Plans	\$102,919
	Total (rounded)	\$969,700

ESTIMATED HOURS AND FEE

ENGINEERING SERVICES FOR THE PREPARATION OF SANITARY SEWER, WATER SYSTEM, AND STORM DRAIN MASTER PLANS, RECYCLED WATER FEASIBILITY STUDY AND STORM WATER RESOURCES PLAN

City of Porterville

TASK	CAROLLO												OTHER DIRECT COSTS							COST SUMMARY					
	Project Manager (PC)	Assistant Project Manager (TL)	QA/QC (IW, SH, LH, AS)	Lead Project Professional (AS, EG, EC)	Project Professional (RO, RP, AC, CE, PR, BS)	Assistant Professional (JR, KK, CC)	CAD/GIS (JS)	Word Processor (AW)	Hours	Subtotals	Budget	PECE	Flow Monitoring V&A Consulting Engineers	Surface Water Purchases Tully & Young, Inc.	Hydro- geology Ken Schmidt	Air Regulations Courtney Mizutani				Sub- consultant Markup 10.0%	Misc. Costs and Printing	Travel	Total ODCs	Total Cost	
																									\$0.535
Fee Schedule Column	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21				
Task 1 - PROJECT MANAGEMENT AND MEETINGS																									
1.1 Project Management Plan	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
1.2 Kick-Off Meeting	4	8		16	8	0	0	0	36	\$8,444	\$421	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$471	\$1,092	\$9,536				
1.3 Coordination	40	60	0	0	0	0	0	0	100	\$24,300	\$1,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,170	\$25,470				
1.4 Bi-Monthly Status Meetings	12	36	0	24	36	18	12	0	138	\$29,712	\$1,615	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$2,825	\$5,040	\$34,752				
1.5 Public Meetings	12	24	0	12	12	12	0	0	72	\$16,140	\$842	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,883	\$2,725	\$18,865				
Task 1 Total Hours	68	128	0	52	56	30	12	0	346																
Task 1 Total Budget	\$16,524	\$31,104	\$0	\$12,636	\$11,480	\$5,040	\$1,812	\$0		\$78,596	\$4,048	\$0	\$0	\$0	\$0	\$0	\$0	\$800	\$5,179	\$10,027	\$88,623				
Task 2 - DATA COLLECTION AND BACKGROUND REVIEW																									
2.1 Background Review	4	6	0	12	40	30	12	4	108	\$20,842	\$1,264	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,264	\$22,106				
Task 2 Total Hours	4	6	0	12	40	30	12	4	108																
Task 2 Total Budget	\$972	\$1,458	\$0	\$2,916	\$8,200	\$5,040	\$1,812	\$444		\$20,842	\$1,264	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,264	\$22,106				
Task 3 - PLANNING DATA AND BACKGROUND																									
3.1 Update Landuse Inventory and Projections	0	2	0	0	6	8	12	0	28	\$4,872	\$328	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328	\$5,200				
3.2 Digitize Vertical Data into GIS Database	0	4	0	0	10	40	120	0	174	\$27,862	\$2,036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,036	\$29,898				
Task 3 Total Hours	0	6	0	0	16	48	132	0	202																
Task 3 Total Budget	\$0	\$1,458	\$0	\$0	\$3,280	\$8,064	\$19,932	\$0		\$32,734	\$2,364	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,364	\$35,098				
Task 4 - PLANNING AND DESIGN CRITERIA																									
4.1 Develop Planning and Design Criteria	0	2	2	0	4	6	0	0	14	\$2,800	\$164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164	\$2,964				
4.2 Determination of Design/Standby Criteria	1	1	2	4	4	0	0	0	12	\$2,764	\$140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$140	\$2,904				
4.3 Workshop No. 1 - Planning Criteria	4	4	0	4	6	6	0	0	24	\$5,154	\$281	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$546	\$1,027	\$6,181				
Task 4 Total Hours	5	7	4	8	14	12	0	0	50																
Task 4 Total Budget	\$1,215	\$1,701	\$972	\$1,944	\$2,870	\$2,016	\$0	\$0		\$10,718	\$585	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$546	\$1,331	\$12,049				
Task 5 - DETERMINATION OF EXISTING SYSTEM CAPACITIES AND DEMANDS																									
5.1 Perform Sewer Flow Monitoring Program	0	2	0	0	6	10	0	2	20	\$3,618	\$234	\$47,300	\$0	\$0	\$0	\$47,300	\$4,730	\$0	\$0	\$52,264	\$55,882				
5.2 Obtain Rainfall Data	0	0	0	0	2	4	0	0	6	\$1,082	\$70	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70	\$1,152				
5.3 Develop Water Demand, Wastewater Flow, and Storm Drain Runoff Projections	0	6	2	4	44	26	6	0	88	\$17,210	\$1,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,030	\$18,240				
5.4 Supply and Storage Analysis	0	2	0	36	48	24	4	0	114	\$23,710	\$1,334	\$0	\$12,000	\$10,000	\$0	\$22,000	\$2,200	\$0	\$0	\$25,534	\$49,244				
Task 5 Total Hours	0	10	2	40	100	64	10	2	228																
Task 5 Total Budget	\$0	\$2,430	\$486	\$9,720	\$20,500	\$10,752	\$1,510	\$222		\$45,620	\$2,668	\$47,300	\$12,000	\$10,000	\$0	\$69,300	\$6,930	\$0	\$0	\$78,898	\$124,518				
Task 6 - HYDRAULIC AND HYDROLOGIC MODELS																									
6.1 Assemble and Calibrate Hydraulic Models	0	4	2	0	60	150	30	2	248	\$43,710	\$2,902	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,902	\$46,612				
6.2 Evaluate Water, Sewer, and Stormdrain Facilities	2	6	4	6	80	54	24	0	176	\$33,470	\$2,059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,059	\$35,529				
6.3 Workshop No. 2 - System Improvements Summary	4	6	0	12	12	6	4	0	44	\$9,418	\$515	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$546	\$1,261	\$10,679				
Task 6 Total Hours	6	16	6	18	152	210	58	2	468																
Task 6 Total Budget	\$1,458	\$3,888	\$1,458	\$4,374	\$31,160	\$35,280	\$8,758	\$222		\$86,598	\$5,476	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$546	\$6,222	\$92,820				
Task 7 - WASTEWATER TREATMENT PLANT EVALUATION/CONDITION ASSESSMENT																									
7.1 Description of Existing Wastewater Treatment Facilities	0	0	0	8	0	22	0	2	32	\$5,862	\$374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$374	\$6,236				
7.2 Identify Repair and Replacement (R&R) Needs	4	0	0	80	0	16	0	2	102	\$23,322	\$1,193	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,989	\$3,182	\$26,504				
7.3 Develop Repair and Replacement Program and Costs	0	0	2	24	0	40	0	0	66	\$13,038	\$772	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$772	\$13,810				
7.4 Wastewater Treatment Plant Hydraulic Capacity Evaluation	0	0	2	8	0	24	4	0	38	\$7,066	\$445	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$445	\$7,511				
7.5 Process Performance and Capacity Evaluation - Existing Facilities	0	0	2	8	24	24	0	0	58	\$11,382	\$679	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$679	\$12,061				
7.6 Process Model Configuration	0	0	0	0	38	16	0	0	54	\$10,478	\$632	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$632	\$11,110				
7.8 Solids Treatment/Reuse/Disposal Alternatives	0	0	0	8	8	16	0	0	32	\$6,272	\$374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$374	\$6,646				
7.9 Support Facilities	0	0	2	8	0	16	4	0	30	\$5,722	\$351	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351	\$6,073				
7.10 Workshop No. 3 – Wastewater Treatment Plant Evaluation Summary	0	0	0	16	8	12	0	0	36	\$7,544	\$421	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$150	\$771	\$8,315				
Task 7 Total Hours	4	0	8	160	78	186	8	4	448																
Task 7 Total Budget	\$972	\$0	\$1,944	\$38,880	\$15,990	\$31,248	\$1,208	\$444		\$90,686	\$5,241	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$2,138	\$7,579	\$98,266				
Task 8 - STORMWATER RESOURCES PLAN																									
8.1 SWRP Objectives	2	2	0	8	0	0	0	2	14	\$3,138	\$164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164	\$3,302				
8.2 SWRP Gap Analysis	0	0	0	16	24	0	0	4	44	\$9,252	\$515	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$515	\$9,767				
8.3 Watershed Characterization	0	4	0	4	8	16	16	4	52	\$9,132	\$608	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$608	\$9,740				
8.4 Water Quality Evaluation	2	0	0	14	24	0	4	4	48	\$9,856	\$562	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$562	\$10,418				
8.5 Storm Water Project Evaluation Criteria and Prioritization Process	2	4	0	24	8	0	0	4	42	\$9,374	\$491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$491	\$9,865				
8.6 Project Identification	2	10	0	24	8	0	0	0	44	\$10,388	\$515	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$515	\$10,903				
8.7 Project Development	2	8	4	24	40	0	0	0	78	\$17,434	\$913	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$913	\$18,347				
8.8 Project Evaluation and Prioritization	2	8	0	16	24	0	0	0	50	\$11,238	\$585	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$585	\$11,823				
8.9 Plan Implementation Strategy and Schedule	2	8	0	16	0	0	4	8	38	\$7,810	\$445	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$445	\$8,255				
8.10 Monitoring and Data Management	2	4	0	20	20	16	0	0	62	\$13,106	\$725	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$725	\$13,831				
8.11 Draft and Final SWRP	2	8	8	32	60	16	16	25	167	\$32,329	\$1,954	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$3,454	\$35,783				
8.12 Education/Outreach	2	8	0	16	0	0	8	0	34	\$7,526	\$398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398	\$7,924				
Task 8 Total Hours	20	64	12	214	216	48	48	51	673																
Task 8 Total Budget	\$4,860	\$15,552	\$2,916	\$52,002	\$44,280	\$8,064	\$7,248	\$5,661		\$140,583	\$7,875	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$9,375	\$149,958				

ESTIMATED HOURS AND FEE

ENGINEERING SERVICES FOR THE PREPARATION OF SANITARY SEWER, WATER SYSTEM, AND STORM DRAIN MASTER PLANS, RECYCLED WATER FEASIBILITY STUDY AND STORM WATER RESOURCES PLAN

City of Porterville

TASK		CAROLLO											OTHER DIRECT COSTS							COST SUMMARY			
													Flow Monitoring	Surface Water Purchases	Hydro-geology	Air Regulations							
													V&A Consulting Engineers	Tully & Young, Inc.	Ken Schmidt	Courtney Mizutani	\$0.535						
																	Sub-consultant Markup 10.0%	Misc. Costs and Printing	Travel	Total ODCs	Total Cost		
Fee Schedule Column		Project Manager (PC)	Assistant Project Manager (TL)	QA/QC (IW, SH, LH, AS)	Lead Project Professional (AS, EG, EC)	Project Professional (RO, RP, AC, CE, PR, BS)	Assistant Professional (JR, KK, CC)	CAD/GIS (JS)	Word Processor (AW)	Hours	Subtotals	Budget	PECE										
		1	2	3	4	5	6	7	8	9	10	11		12	13	14	15	16	17	18	19	20	21
Task 9 - RECYCLED WATER FEASIBILITY STUDY																							
9.1	Review Current and Future Regulatory Requirements	16	0	0	4	0	24	0	4	48	\$9,336	\$562	\$0	\$0	\$0	\$1,000	\$1,000	\$100	\$0	\$0	\$1,662	\$10,998	
9.2	Review Historical Wastewater Flows and Loads	0	0	2	4	8	16	0	0	30	\$5,786	\$351	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351	\$6,137	
9.3	Projected Wastewater Flows and Loads	0	0	2	0	16	24	0	0	42	\$7,798	\$491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$491	\$8,289	
9.4	Study Area Characteristics	4	0	0	4	0	16	16	0	40	\$7,048	\$468	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$468	\$7,516	
9.5	Water and Wastewater Characteristics and Facilities	0	0	8	4	0	24	0	0	36	\$6,948	\$421	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$421	\$7,369	
9.6	Recycled Water Market Assessment	4	0	0	8	0	32	4	0	48	\$8,896	\$562	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$562	\$9,458	
9.7	Liquids Treatment Alternatives	0	0	8	24	40	80	0	0	152	\$29,416	\$1,778	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,778	\$31,194	
9.8	Treatment Requirements for Discharge and Reuse	0	0	8	4	0	16	0	0	28	\$5,604	\$328	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328	\$5,932	
9.9	Project Alternatives Analysis	0	0	16	8	40	60	0	0	124	\$24,112	\$1,451	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,451	\$25,563	
9.10	Recommended Facilities Project.	0	0	4	8	0	16	0	0	28	\$5,604	\$328	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328	\$5,932	
9.11	Construction Financing and Revenue Program Development	0	0	2	8	0	24	0	0	34	\$6,462	\$398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398	\$6,860	
9.12	Workshop No. 4 - Recycled Water Feasibility Study	4	0	0	8	0	16	4	4	36	\$6,652	\$421	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$571	\$7,223		
9.13	Stakeholder Workshops	12	0	0	12	0	24	0	8	56	\$10,752	\$655	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449	\$1,104	\$11,856	
9.14	Draft and Final Recycled Water Feasibility Study	4	0	8	24	8	40	0	24	108	\$19,772	\$1,264	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$2,764	\$22,536	
Task 9 Total Hours		44	0	58	120	112	412	24	40	810													
Task 9 Total Budget		\$10,692	\$0	\$14,094	\$29,160	\$22,960	\$69,216	\$3,624	\$4,440		\$154,186	\$9,478	\$0	\$0	\$0	\$1,000	\$1,000	\$100	\$1,500	\$599	\$12,677	\$166,863	
Task 10 - CAPITAL IMPROVEMENT PLAN																							
10.1	Revise Existing System and Develop Future Improvements	2	6	4	24	70	54	24	0	184	\$35,794	\$2,153	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,153	\$37,947	
10.2	Workshop No. 5 – Capital Projects and Cost Summary	4	6	0	12	12	6	4	0	44	\$9,418	\$515	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$546	\$1,261	\$10,679	
10.3	Capital Improvement Project Implementation	2	4	2	24	36	48	20	0	136	\$26,240	\$1,591	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,591	\$27,831	
Task 10 Total Hours		8	16	6	60	118	108	48	0	364													
Task 10 Total Budget		\$1,944	\$3,888	\$1,458	\$14,580	\$24,190	\$18,144	\$7,248	\$0		\$71,452	\$4,259	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$546	\$5,005	\$76,457	
Task 11 - DELIVERABLES - UTILITY MASTER PLANS																							
11.1	Prepare Draft and Final Plans	6	20	16	52	120	140	48	40	442	\$82,650	\$5,171	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$442	\$83,092	
11.2	Workshop No. 6 - Draft Master Plans	6	8	0	16	16	8	10	40	104	\$17,864	\$1,217	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$546	\$1,963	\$19,827	
Task 11 Total Hours		12	28	16	68	136	148	58	80	546													
Task 11 Total Budget		\$2,916	\$6,804	\$3,888	\$16,524	\$27,880	\$24,864	\$8,758	\$8,880		\$100,514	\$6,388	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200	\$546	\$2,405	\$102,919	
Task 12 (OPTIONAL TASK) - Blue Plan-it DECISION SUPPORT TOOL																							
12.1	Data Review and Processing				8	4	24			36	\$6,796	\$421	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$421	\$7,217	
12.2	Model Set Up and Calibration				8	2	24			34	\$6,386	\$398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398	\$6,784	
12.3	Water System Schematic				8	2	24			34	\$6,386	\$398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398	\$6,784	
12.4	Cost Estimate				8	2	24			34	\$6,386	\$398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398	\$6,784	
12.5	Dynamic CIP				8	2	24			34	\$6,386	\$398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398	\$6,784	
12.6	Internal Meetings				8	4	16			28	\$5,452	\$328	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328	\$5,780	
12.7	Progress Meetings				8	4	8			20	\$4,108	\$234	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$830	\$1,064	\$5,172	
12.8	Workshop Preparation				4	4	8			16	\$3,136	\$187	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$187	\$3,323	
12.7	Decision Support Workshop				16		16			32	\$6,576	\$374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,530	\$1,904	\$8,480	
12.9	Draft Report				8	2	16		8	34	\$5,930	\$398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398	\$6,328	
12.10	Model Fine Tuning				4	2	16			22	\$4,070	\$257	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$257	\$4,327	
12.11	Final Report				4	1	8		4	17	\$2,965	\$199	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$199	\$3,164	
Task 12 Total Hours		0	0	0	92	29	208	0	12	341													
Task 12 Total Budget		\$0	\$0	\$0	\$22,356	\$5,945	\$34,944	\$0	\$1,332		\$64,577	\$3,990	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,360	\$6,350	\$70,927	
TOTAL HOURS AND COST W/O OPTIONAL TASKS																							
Total Hours		171	281	112	752	1038	1296	410	183	4,243													
Total Cost		\$41,600	\$68,300	\$27,200	\$182,700	\$212,800	\$217,700	\$61,900	\$20,300		\$832,500	\$49,600	\$47,300	\$12,000	\$10,000	\$1,000	\$70,300	\$7,000	\$9,800	\$10,100	\$137,100	\$969,700	
TOTAL HOURS AND COST W/ OPTIONAL TASK 12																							
Total Hours		171	281	112	844	1067	1504	410	195	4,584													
Total Cost		\$41,600	\$68,300	\$27,200	\$205,056	\$218,745	\$252,644	\$61,900	\$21,632		\$897,077	\$53,590	\$47,300	\$12,000	\$10,000	\$1,000	\$70,300	\$7,000	\$9,800	\$12,460	\$143,450	\$1,040,627	



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Intent To Set a Public Hearing Moving to Phase III of the City's Water Conservation Plan

SOURCE: Public Works

COMMENT: The City of Porterville's Water Conservation Plan is structured in an effort to provide conservation results, reducing the overall residential consumption and continue to provide uninterrupted services to the community without compromising the operation of the City water distribution system. The City has been operating through the winter months in Phase IV of the City's Water Conservation Plan. As part of the Phase IV implementation, the City reduced watering days through the winter months, 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.

Conservation reduction guidelines presented in Governor Brown's Executive Orders and subsequent regulations adopted by the State Water Resources Control Board, require that the City of Porterville maintain a self certified cumulative total production of 26% less than the production of 2013. In response, Porterville has developed a Conservation Plan that has been effective while still allowing some flexibility. The City's Conservation Plan is an Odd/Even watering schedule composed of Five Phases; Phase I, is Voluntary 3 Day Watering week Schedule; Phase II, is Mandatory 3 Day Watering week Schedule; Phase III, is Mandatory 2 Day Watering week Schedule; Phase IV, is Mandatory 1 Day Watering week Schedule; and Phase V, is No Outdoor Watering.

Through the implementation of mandatory reductions, the City of Porterville has been able to maintain a cumulative conservation total reduction of 27%. In order to maintain the mandated reductions while providing flexibility to our citizens, it is staff's recommendation that we repeat the watering schedules implemented by the Council last year. Staff recommends Council consider setting a Public Hearing for May 2, 2017, to discuss moving to Phase III of the City's Water Conservation Plan (a Mandatory odd/even 2 day watering week schedule). Odd addresses would be allowed to water on Tuesday & Saturday and even addresses on Wednesday & Sunday. The City's Water Conservation Plan applies to all water users within the City's service area.

RECOMMENDATION: That City Council direct the City Clerk to notice a Public Hearing to discuss the transition from Phase IV to Phase III of the Water Conservation Plan during the May 2, 2017, meeting.

ATTACHMENTS: 1. Drought Response Phase III Flyer

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase III

Mandatory Odd/Even Watering Schedule, based on address.
Residents will be allowed **TWO** days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and 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.

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 III water conservation regulations could result in citations with fines up to **\$500**.

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering days are Tuesday and Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering days are Wednesday and 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 ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Request for Proclamation - MDA & Firefighter Month - April 2017

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the City Council amended the process by which proclamations are approved, and affirmed the process at its meeting of February 21, 2017. The 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.

Porterville Firefighters and the Muscular Dystrophy Association (MDA) have requested that the Council consider approval of a proclamation to proclaim April 2017, as "MDA & Firefighter Month." Council Member Hamilton is sponsoring this proclamation request. If approved, the applicants request that the proclamation be presented at the April 4th Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 2017, as "MDA & Firefighter Month" in Porterville.

ATTACHMENTS: 1. Request for Proclamation - MDA & Firefighter Month

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

MAR 24 2017

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: March 24, 2017

Name of Event/Individual: Porterville Fire Department Fill The Boot

i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Muscular Dystrophy Association

Name of Contact Person: Candice Burns, Executive Director

Address: 1943 N Gateway Blvd; #101, Fresno, Ca 93727

Phone: 559-310-7393

FAX: 559-453-9829

E-mail: cburns@mdausa.org

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

Date(s) of Event: April 21, 2017

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:

Sabrina Barrios, Firefighter; Ray Figueroa, Firefighter, Derek Matthews, Firefighter & Candice Burns, MDA

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: 3/24/17 Sponsored by: Hamilton Date: 3/25/17

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

City of Porterville Fill the Boot Proclamation

Whereas, the Porterville City Firefighter's Association exemplifies the most time-honored American ideals of public service and sacrifice, protecting the citizens of our community from tragedy on the home front; and

Whereas, Porterville City Firefighter's Association members are highly trained and dedicated individuals who demonstrate daily and extraordinary caliber of character and courage in the face of danger; and

Whereas, Porterville City Firefighter's Association members selflessly donate their time and energy to supporting the battle against muscle disease by Filling the Boot each year for the Muscular Dystrophy Association; and

Whereas, since 2007 Porterville City Firefighter's Association has raised over \$126,000 for local families served by MDA through their annual Fill the Boot campaign; and

Whereas, Porterville City Firefighter's Association endless service to MDA has given so much hope for families fighting neuromuscular diseases.

Now therefore, I, Milt Stowe, Mayor of Porterville, CA hereby proclaim April as

"MDA & FIREFIGHTER MONTH"

in the city of Porterville and urge all citizens to support the Porterville Firefighters and the local chapter of the Muscular Dystrophy Association by making a donation to Fill-the Boot on April 21st!



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Request for Proclamation - Child Abuse Prevention and Awareness Month - April 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 Family Crisis Center has requested that the Council consider approval of a proclamation to proclaim April 2017 as "Child Abuse Prevention and Awareness Month." Council Member Flores is sponsoring this proclamation request. If approved, the applicants request that the proclamation be presented at the April 4th Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 2017, as "Child Abuse Prevention and Awareness Month" in Porterville.

ATTACHMENTS: 1. Request for Proclamation - Child Abuse Prevention & Awareness Month

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED
MAR 24 2017
CITY MANAGER

Date of Request: 3/21/17
Name of Event/Individual: Child Abuse Prevention & Awareness
i.e. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: Family Crisis Center
Name of Contact Person: Mary Lopez
Address: 211 N main st
Phone: 559-781-7468 FAX: 559-793-1546
E-mail: mlopeza

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

Date(s) of Event: _____

Date of Council Meeting to be presented, if applicable: April 16, 2017
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Mary Lopez and Betty Luna

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: 3/22/17 At Sponsored by: Flores Date: 3/23/17

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

City of Porterville Child Abuse Prevention Awareness Proclamation

Whereas, April is National Child Abuse Prevention Awareness Month, Symbolized by the Blue Ribbon; and

Whereas, The Family Crisis Center has been in collaboration with the Tulare County Child Abuse Prevention Council in efforts to bring more awareness and prevention to our community; and

Whereas, Every day there is another story in the press about child abuse and neglect and for too long we as a nation have assumed that this is someone else's problem and it is time to shed some light of awareness and responsibility of the protection and well-being of our most vulnerable individuals, our children; and

Whereas, April is a time to recognize that we each play a very important role in promoting the social and emotional well-being of children and families in our communities; and

Whereas, The first question you ask yourself, "What can I do?," get involved, bring awareness to your neighborhood by placing blue ribbons on your trees, take the stand and be the voice of a child, listen carefully to what children say in words and behaviors, offer to help a parent when you see abuse in public, report child abuse by calling the hotline 1-800-331-1585: Calls establish the level of children endangerment and help determine the assistance and resources that can help families in stress; and

Whereas, The goal is first to protect the children, but second to keep families intact.

Now therefore, I, Milt Stowe, Mayor of Porterville, CA hereby proclaim April as

"Child Abuse Prevention Awareness Month"

in the city of Porterville and remind all citizens that "It Shouldn't hurt to be a child" Be their Voice!



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Request for Proclamation - James Kusserow

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the City Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The 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.

Lynn Enos has requested that the Council consider approval of a proclamation in recognition of James Kusserow. Council Member Hamilton is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the April 18th Council meeting.

RECOMMENDATION: That the City Council consider approval of a proclamation in recognition of James Kusserow.

ATTACHMENTS: 1. Request for Proclamation - Kusserow

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: January 17, 2017

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

Name of Sponsoring Organization: Porterville High School Panther Band + Fabulous Studio Band

Name of Contact Person: Lynn Enos

Address: 74 Taylor Wy.

Phone: 559-920-4207 FAX: _____

E-mail: lynn173@gmail.com

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

Date(s) of Event: _____

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:

Jim Kusserow

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

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

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

City Clerk's Section

Request Received: 1/17/17 Sponsored by: Hamilton Date: 3/28/17

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

WHEREAS: James (Jim) Kusserow has served as the Porterville High School Band Director since 1990, and has been an educator for over 35 years; and

WHEREAS: During his 26 years as Porterville High School's Band Director he has helped hundreds of students develop their confidence, self-discipline, and sense of community service; and

WHEREAS: Under his leadership, the Porterville Panther Band has performed and toured many significant locations and events including the Rose Parade, the Seattle Space Needle, The National Baseball Hall Of Fame, Mount Rushmore, Arlington National Cemetery, The World War II Monument, The Jefferson Memorial, Yellowstone National Park, The Alamo, New Orleans, Washington D.C., as well as many others; and

WHEREAS: During his tenure, Jim Kusserow has been the recipient of many awards and recognitions for his amazing talent and great leadership skills; most recently he was named 2016's Outstanding Music Educator by the California Music Educators Association; and

WHEREAS: Mr. Kusserow has been a powerful influence for hundreds of students, and has earned and justly deserves this public recognition for his many years of dedicated service to the Porterville High School Band and the community of Porterville.

NOW, THEREFORE, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby recognize,

Mr. James Kusserow

on the occasion of his retirement; express appreciation for the important contributions he has made to our community during his career as an educator; and extend to him sincere best wishes for a long and happy retirement.

PROCLAIMED this 18th day of April, 2017.



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Adoption of a Cost Recovery Ordinance

SOURCE: Community Development

COMMENT: Over the last two years, the City Council has used a receivership program to remediate neglected properties that pose a hazard to the public health and safety. While the program has resulted in multiple successes, staff has realized that in some cases, the same result may be achieved without the court system. However, the opportunity to recover costs associated with the effort is limited. To correct this, staff worked with Curtis Wright with Silver & Wright, LLP, to prepare a cost recovery ordinance.

The purpose of the ordinance is to provide a mechanism and policy by which staff can recover costs when internally and independently pursuing correction of the most egregious code violations, or where a threat to the public health and safety is involved. Adoption of the ordinance is in keeping with the Council's recently revived interest in encouraging, and where necessary enforcing, the proper maintenance and upkeep of all properties in the city.

Adoption of the proposed ordinance would not result in any changes to the physical environment, and as such, is not subject to the California Environmental Quality Act.

RECOMMENDATION: That the City Council approve the draft Ordinance, waive further reading, and order to print.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PORTERVILLE,
CALIFORNIA, AMENDING CHAPTER 2 (ADMIN) OF THE
PORTERVILLE CITY CODE BY ADDING ARTICLE XV
(COST RECOVERY PROGRAM) TO PROVIDE FOR
COMPREHENSIVE COST RECOVERY IN NUISANCE
ABATEMENT ACTIONS**

WHEREAS, the City of Porterville (“City”) is authorized by California Constitution, article XI, section 7, to make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws.

WHEREAS, amongst other statutes, Government Code sections 36901, 38771, 38773.1, and 38773.5 authorize the City to enact ordinances declaring what constitutes public nuisances, procedures for abating nuisance conditions, procedures for recovery of all related costs and attorney fees to abate nuisances, and procedures for collection of civil penalties.

WHEREAS, violations of the Porterville Municipal Code (“PMC”) threaten the health, safety, and welfare of the public, burden scarce City resources, and diminish the quality of life in the City, thus, constituting a public nuisance.

WHEREAS, the City recognizes that responding to and abating nuisances and other violations of law, including the PMC, is complicated, time-consuming, and burdensome.

WHEREAS, the City finds that effective code enforcement requires comprehensive cost recovery tools and procedures.

WHEREAS, recovery of attorneys’ fees and staff costs from parties responsible for violating applicable laws, where appropriate, will enable the City to replenish resources needed to meet the increasing demands on code enforcement.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

SECTION 1. The above recitals are true and are incorporated herein.

SECTION 2. PMC, chapter 1, section 1-10 is amended to read as follows:

1-10: VIOLATIONS OF CODE DEEMED NUISANCES; SUMMARY ABATEMENT:

In addition to the penalties provided in Section 1-9 of this Chapter, any condition caused or permitted to exist in violation of any of the provisions of this Code, or any code adopted by this Code, or any State or federal law, shall be deemed a public nuisance and may be, by this City, summarily abated as such; and each day that such condition continues shall be regarded as a new and separate offense. Nothing in this section shall prevent the City from seeking any remedy available at law or in equity to abate a public nuisance.

SECTION 3. PMC section 2-146 is hereby amended to read as follows:

2-146: CONTENTS OF NOTICE:

Each administrative citation shall contain the following information:

- A. Date, approximate time, and address or definite description of the location where the violations were observed.
- B. The code sections or conditions violated and a description of the violations.
- C. An order to the responsible person to correct the violations within the time specified, and an explanation of the consequences for failure to correct the violations.
- D. The amount of the fine for the violations.
- E. An explanation of how the fine shall be paid and the deadline by which it shall be paid.
- F. A warning that any unpaid fine amounts may be recovered by recordation of a lien or special assessment against the property upon which the violations were caused or maintained.
- G. Identification of the rights of appeal, including the time within which the citation may be contested and the place to obtain a request for hearing form to contest the administrative citation.
- H. The name and signature of the enforcement officer.
- I. If possible, the signature of the responsible person.

SECTION 4. PMC section 2-152 is hereby amended to read as follows:

2-152: FAILURE TO PAY FINES:

The failure of any person to pay the civil fines assessed by an administrative citation within the time specified on the citation may result in the matter being referred to the City of Porterville Finance Department to file a claim with the small claims court. Alternatively, the City may pursue any other administrative or civil remedy to collect the civil fines including, but not limited to, the procedures outlined in Article XV of this Code. The city may also recover all its collection costs, including its attorney fees', incurred in the enforcement or collection of any civil fines or debts owed.

SECTION 5. PMC, chapter 2, article XV is hereby added to read as follows:

**Article XV
COST RECOVERY PROGRAM**

2-170: Definitions.

2-171: Nuisance Abatement Cost Recovery.

2-172: Attorneys' Fees And Costs.

2-173: Collection Remedies.

2-174: Administrative Procedures for Recovering Nuisance Abatement Costs.

2-175: Nuisance Abatement Costs Hearing.

2-176: Service.

2-177: Nuisance Abatement Lien.

2-178: Special Assessment.

2-170: Definitions.

"Nuisance" shall be defined in accordance with Section 1-10 of this Code.

"Nuisance Abatement Action" shall refer to any code enforcement activity or nuisance abatement activity taken by the City including, but not limited to, any legal action, administrative action, criminal action, or civil action intended to cause or compel compliance with any provisions of this Code, any adopted codes, or any applicable State or federal laws.

"Nuisance Abatement Costs" shall refer to all fines, costs, expenses, and fees, including, but not limited to, all administrative expenses, administrative and civil fines, staff time, variable and fixed costs, inspection costs, investigation costs, enforcement costs, abatement costs, litigation fees and costs, attorneys' fees and costs, and all other costs and expenses related to, arising out of, or incurred by the City because of any Nuisance Abatement Action. For purposes of cost recovery under this article, Nuisance Abatement Costs shall include any unpaid civil fines owed under Article XIV or any other provision of this Code.

"Responsible Party" or "Responsible Parties" shall refer to all parties responsible for causing, allowing, or maintaining a public nuisance including, but not limited to, the owners and tenants of the property upon which a nuisance was caused, allowed, or maintained.

2-171: Nuisance Abatement Cost Recovery.

The City is entitled and hereby authorized to recover all Nuisance Abatement Costs related to, arising out of, or incurred by the City as the result of any Nuisance Abatement Action. Each Responsible Party shall be jointly and severally liable to the City for all the City's Nuisance Abatement Costs.

2-172: Attorneys' Fees And Costs.

The prevailing party in any Nuisance Abatement Action may recover its reasonable litigation costs and attorneys' fees from any non-prevailing party. In no case, however, shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in its Nuisance Abatement Action. Non-prevailing parties shall be jointly and severally liable for all attorneys' fees and costs owed to the prevailing party. If a nuisance condition existed when the City began its Code Enforcement Action, then voluntary abatement of the nuisance shall not prevent the City from being the prevailing party.

2-173: Collection Remedies.

In addition to any other remedy set forth in this Code or provided by law, the City is authorized to initiate any administrative or civil action to recover all Nuisance Abatement Costs. Each of the Responsible Parties shall be jointly and severally liable for all Nuisance Abatement Costs. Unpaid Nuisance Abatement Costs may be recovered as a lien or special assessment against the nuisance property.

2-173: Administrative Procedures for Recovering Nuisance Abatement Costs.

- A. The administrative cost recovery procedures provided in this Section are in addition to all other remedies and cost recovery options available to the City at law and or in equity.
- B. In accordance with Section 2-175, the City shall serve upon each Responsible Party, and each person and entity with a recorded interest in the nuisance property, an invoice (“Invoice”) identifying all Nuisance Abatement Costs.
- C. Any Responsible Party to whom an Invoice has been issued shall have 15 working days from the date of the Invoice to remit full payment of the Invoice to the City. Payment shall be submitted to the City Clerk and made payable to the “City of Porterville”. The Invoice shall further specify that any unpaid amounts may become a lien or special assessment against the nuisance property.
- D. Any person or entity to whom an Invoice has been issued may, within 15 working days from the date of the Invoice, request a hearing on the Invoice amount. A request for hearing must be made in writing to the City Clerk and contain the following information:
 - 1. The requestor’s full legal name.
 - 2. The requestor’s address for service of process.
 - 3. The requestor’s phone number.
 - 4. The amount of Nuisance Abatement Costs disputed.
 - 5. The grounds for all disputes of the Nuisance Abatement Costs.
- E. Failure to properly and timely request a hearing shall constitute a waiver of the right to contest the Invoice, a waiver of the right to a hearing, a failure to exhaust administrative remedies, and bar to any further challenge to the City’s Invoice.

2-174: Nuisance Abatement Costs Hearing.

- A. If a hearing is timely and properly requested, the City Manager’s designee shall designate a neutral and impartial hearing officer (“Hearing Officer”) who shall set a hearing in accordance with this Section. The employment, performance evaluation, compensation, and benefits of the Hearing Officer, if any, shall not be directly or indirectly conditioned upon the decisions of the Hearing Officer.

- B. The Hearing Officer shall set a hearing within approximately 60 days from the date that the request for hearing is filed. The City shall provide notice of the date, time, and location of the hearing to all Responsible Parties and all persons or entities with a recorded interest in the Nuisance Property at least 10 days prior to the hearing. The hearing notice shall specify that failure to appear at the hearing will constitute a waiver of the right to dispute the Invoice and the Nuisance Abatement Costs, a failure to exhaust administrative remedies, and a bar to any further challenge to the Invoice or the Nuisance Abatement Costs.
- C. The Hearing Officer shall hold an informal hearing. Formal rules of evidence shall not apply to this hearing, however, there shall be an opportunity to present testimony, documentary evidence, and other evidence to the Hearing Officer.
- D. The Hearing Officer may continue the hearing and request additional information as is reasonable and necessary.
- E. At the hearing, or within 10 days thereafter, the Hearing Officer shall issue a Decision approving, denying, or modifying the amount of the Nuisance Abatement Costs. The hearing officer's Decision shall be final. The City shall serve notice of the Hearing Officer's Decision in accordance with Section 2-175.
- F. All costs of the hearing shall be borne by the non-prevailing parties. If any cost recovery is upheld, even in part, the City shall be the prevailing party. If cost recovery is entirely denied, the requesting party shall be the prevailing party. If the City is the prevailing party, the Decision shall order the Responsible Parties to pay the confirmed Nuisance Abatement Costs to the City within 15 working days, and shall specify that any confirmed Nuisance Abatement Costs not paid within 15 working days shall become a lien and a special assessment against the nuisance property.

2-175: Service.

- A. All notices and documents required to be served under this Article may be served in any of the following ways:
 - 1. Personal service.
 - 2. First-class or certified mail to last known address.
 - 3. First-class or certified mail to nuisance property.
 - 4. Posting on the nuisance property.
- B. Service shall be deemed effective on the date personally served, mailed, or posted.
- C. Failure of a party to receive any notice or document properly served pursuant to this Section shall not affect the validity of the notice or document, the validity of its service, or the City's cost recovery rights.

- D. All notices and documents required to be served on the City pursuant to this Article must be personally served or mailed to the City Clerk's office. If mailed, the notice or document must be received by the City within the time specified for service.

2-176: Nuisance Abatement Lien.

- A. If Nuisance Abatement Costs are upheld, in full or in part, by the Hearing Officer, or if the time for requesting a hearing has elapsed and the invoice has not been paid in full, the City may record a lien against the nuisance property for any unpaid amount. Prior to recording, the City shall serve a copy of the lien on all persons or entities with a recorded interest in the nuisance property.
- B. In the event the lien is discharged, released, or satisfied, notice of the discharge, release, or satisfaction shall be recorded.
- C. If the lien is not satisfied within 90 calendar days, the city may foreclose on the lien.
- D. The lien shall be in the form substantially as follows:

NOTICE OF LIEN

(Claim of City of Porterville)

Pursuant to Porterville Municipal Code ("PMC") article XV, on or about [MONTH] [DAY], [YEAR], the City of Porterville ("City") instituted a nuisance abatement action against the herein described parcel of real property intended to cause or compel compliance with the PMC. The City has incurred costs, expenses, and fees that have not been reimbursed by the responsible parties. Accordingly, the City is entitled to, and hereby claims, a lien against the nuisance property in the amount of \$[AMOUNT], plus interest, until this amount has been paid in full and discharged of record. The record owner of the nuisance property is [RECORD OWNER NAME]. The nuisance property is the parcel of real property located in the City of Porterville, County of Tulare, State of California at [STREET ADDRESS], Porterville, California [ZIP], Assessor's Parcel Number [APN]. The legal description for the nuisance property is:

[LEGAL DESCRIPTION]

Dated: [MONTH] [DAY], [YEAR]

City Manager
City of Porterville, California

2-177: Special Assessment.

- A. If the Nuisance Abatement Costs are not paid when due, the City may levy a special assessment against the nuisance property for any unpaid Nuisance Abatement Costs. The special assessment may also be recorded against the nuisance property. Prior to recording, the City shall serve a copy of the special assessment on all parties with a recorded interest in the

nuisance property. The recording shall specify that the property may be sold after three years by the tax collector for the unpaid delinquent assessments.

- B. Notice of the special assessment shall be provided to the tax collector for the County, whereupon it shall be the duty of the tax collector to add the amounts of the special assessment to the next regular tax bills levied against the nuisance property, and shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.
- C. After recordation, the special assessment may be foreclosed on as a lien in the manner and means provided by law.
- D. The recorded special assessment shall be in the form substantially as follows:

NOTICE OF LIEN AND SPECIAL ASSESSMENT

(Claim of City of Porterville)

Pursuant to Porterville Municipal Code (“PMC”) article XV, on or about [MONTH] [DAY], [YEAR], the City of Porterville (“City”) instituted a nuisance abatement action against the herein describe parcel of real property intended to cause or compel compliance with the PMC. The City has incurred costs, expenses, and fees that have not been reimbursed by the responsible parties. Accordingly, the City is entitled to, and hereby claims, a lien and special assessment against the nuisance property in the amount of \$[AMOUNT], plus interest, until this amount has been paid in full and discharged of record. The record owner of the nuisance property is [RECORD OWNER NAME]. The nuisance property is the parcel of real property located in the City of Porterville, County of Tulare, State of California at [STREET ADDRESS], Porterville, California [ZIP], Assessor’s Parcel Number [APN]. The legal description for the nuisance property is:

[LEGAL DESCRIPTION]

Dated: [MONTH] [DAY], [YEAR]

City Manager
City of Porterville, California

SECTION 6. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases would be declared unenforceable.

SECTION 7. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines, California Code of

Regulations, title 14, chapter 3, sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 8. The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and the City Clerk shall cause the same to be published and posted as required by law.

SECTION 9. This ordinance shall take effect thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Porterville this ____ day of _____ 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Milt Stowe, *Mayor*

ATTEST:

John D. Lollis, *City Clerk*

APPROVED AS TO FORM:

Nancy A. Jenner, *City Attorney*

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

I, John D. Lollis, City Clerk of the City of Porterville, do hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. _____ adopted by the City Council of the City of Porterville at a regular meeting duly held and convened on the ____ day of _____, 2016.

John D. Lollis, *City Clerk*



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Resolution Confirming the City's Participation in the Abandoned Vehicle Abatement Program in Tulare County

SOURCE: City Manager's Office

COMMENT: California Vehicle Code Section 22710 authorizes the establishment of a Service Authority within each county for the abatement of abandoned vehicles and for the imposition of a one dollar (\$1) vehicle registration fee collected by the Department of Motor Vehicles to fund an abandoned vehicle abatement program established by such Service Authority. Since 1991 in Tulare County, the Tulare County Association of Governments (TCAG) has served as the designated Service Authority. In 2011, the TCAG agency members acted to continue to serve as the Service Authority and impose the vehicle registration fee through April 30, 2022, though the City of Porterville voted as the lone dissent. TCAG Bylaws require a majority of the Board of Supervisors and a majority of the cities that represent a majority of the incorporated population of the county to approve Authority actions, which was achieved in this event. Of the 58 counties in California, only Shasta County does not participate in the program.

Due to the City voting against the continued Service Authority, the City did not adopt a Resolution in support of the program in 2011. It was brought to TCAG's attention that the City needs to adopt a Resolution to continue to participate and receive funds administered by TCAG as the designated Service Authority, which are estimated at \$25,000 annually. Should the Council not adopt the Resolution to participate in the program, the funds would be distributed to the other participating TCAG agency members.

RECOMMENDATION: That the City Council approve the Draft Resolution confirming the City's participation in the abandoned vehicle abatement program administered by the Tulare County Association of Governments, acting as the Service Authority.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded: JR for MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
IN THE MATTER OF PARTICIPATING IN THE ABANDONED VEHICLE
ABATEMENT PROGRAM IN TULARE COUNTY

WHEREAS, California Vehicle Code section 22710 authorizes the establishment of a Service Authority for the abatement of abandoned vehicles and for the imposition of a one dollar (\$1) vehicle registration fee to fund an abandoned vehicle abatement program established by such Service Authority; and

WHEREAS, the Tulare County Board of Supervisors and the majority of cities within the county having the majority of the incorporated population have concurred in the establishment of a Service Authority; and

WHEREAS, the County and Cities had previously, on September 25, 1991, entered into a joint exercise of powers agreement creating the Tulare County Service Authority for the Abatement of Abandoned Vehicles (the "Authority") and designating the Tulare County Association of Governments as the Authority; and

WHEREAS, California Vehicle Code section 9250.7 had previously provided that the fee imposed by a Service Authority shall remain in effect only for a period of 10 years from the date the actual collection of the fee commenced; and

WHEREAS, collection of the fee for the Authority commenced May 1, 1992, and was authorized through April 30, 2002; and

WHEREAS, California Vehicle Code section 9250.7 was amended in August 2001 by Senate Bill 106 which provides that the fee may be extended in increments of up to 10 years if the Board of Supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt Resolutions providing for the extension of the fee; and

WHEREAS, collection of the fee for the Authority was reauthorized May 1, 2002 through April 30, 2012, and was again reauthorized on May 1, 2012 and will sunset on April 30, 2022;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

The City Council of the City of Porterville does hereby confirm participation as a member city of the Tulare County Association of Governments, acting as the Authority, in the abandoned vehicle abatement program.

This Resolution shall take effect from and after the date of its passage and adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 4th day of April, 2017.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Authorization for Travel by City Representatives to Washington D.C. to Meet with Federal Authorities Regarding the Proposed Relocation of Eagle Mountain Casino

SOURCE: City Manager's Office

COMMENT: The Tule River Tribe has initiated both the Federal and State regulatory process toward the relocation of Eagle Mountain Casino to its 40-acres west of the Porterville Municipal Airport within the city of Porterville. The development of the proposed casino resort facility would require that the land be accepted into Federal Trust, with additional approval for gaming, as well as State approval through the Tribal-State Gaming Compact. Each of these regulatory actions will require coordination with the City, which in the spirit of collaboration and cooperation, the Tribe has requested that the Council consider designating Members of Council representing the City to travel to Washington D.C. and Sacramento for necessary meetings with Federal and State authorities. Mayor Stowe and Councilman Hamilton have been designated by the Council for meetings regarding the proposed casino resort project, but subject to availability, other Members of Council may need to be designated due to potentially short notice of meetings being given due to scheduling.

If travel is approved by the Council, It is recommended that a preliminary amount of \$5,000 be allocated to support necessary travel expenses, with the Special Purposes Fund as the designated funding source given the specific nature of the meetings.

RECOMMENDATION: That the City Council:

1. Authorize travel by City representatives to Washington D.C. and Sacramento as necessary, and
2. Appropriate \$5,000 from the Special Purposes Fund for anticipated travel expenses.

ATTACHMENTS:

Appropriated/Funded: JR for MB

Review By:
Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Consider Administration of a Code Enforcement Resident Survey

SOURCE: Community Development

COMMENT: At the City Council meeting on November 15, 2016, staff was directed staff to develop a Draft Survey, which was further reviewed on December 20, 2016. An ad hoc committee was formed with Vice Mayor Ward and Councilmember Reyes to meet with staff to address concerns regarding the draft survey.

The ad hoc committee met on January 20, 2017. The attached survey is a result of that meeting. The Survey initially focuses on general personal information, and then progresses to gauge individuals preferences in specific examples of property code enforcement. Additionally attached to the staff report is an informational brochure regarding Code Enforcement's top ten violations, as well as information to report an issue and the process in which City staff addresses reported violations.

The Council previously discussed the possibility of the Survey being distributed in the City's monthly utility mailing, which is estimated to cost \$1,500, and would also be available to be completed online.

RECOMMENDATION: That the City Council provide direction in the circulation of the Resident Survey.

ATTACHMENTS:

1. Code Enforcement Survey
2. Informational Brochure

Appropriated/Funded: JR for MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



The City is currently considering updating its Code Enforcement policies and procedures and wants to know what concerns are important to you. Please help shape the future of your City by completing and returning the following survey to: Code Enforcement Survey, 291 N. Main St, Porterville, CA 93257.

1. To give us a general idea of where you live or work, please answer the following:

A. Do you **live** north or south of **Olive Avenue?**

- ☐ North
☐ South

C. Do you **work** north or south of **Olive Avenue?**

- ☐ North
☐ South

B. Do you **live** east or west of **State Route 65?**

- ☐ East
☐ West

D. Do you **work** east or west of **State Route 65?**

- ☐ East
☐ West

2. Do you own your home or own/manage a business?

- ☐ Own home
☐ Own/manage a business

3. Has your home been annexed since 2006?

- ☐ Yes
☐ No

4. Please assign a priority to the following complaint types according to how important each issue is to you.

Complaint Type	Scale		
	High Priority	Low Priority	No Issue
1. Operating a home business without a permit			
2. Operating an auto-repair shop at a private residence			
3. Unpermitted structures or remodels			
4. Vehicles parked on the lawn/ an unimproved area			
5. Storing RV's, boats, or trailers in the front or side yard			
6. Parking of vehicles with three or more axles in residential areas (commercial trucks)			
7. Storing junk, trash, or debris in the front or side yards			
8. Overgrown or untended landscaping			
9. Banners being used as permanent signs			

Complaint Type	Scale		
	High Priority	Low Priority	No Issue
10. Barking dogs loud enough to disturb the comfort, quiet, or peace			
11. Water waste			
12. Noise- Loud music/partying			

5. Please provide any additional comments or complaints not listed that you feel should be addressed:

6. How do you feel that City Code Enforcement could help? Please rate each item by priority.

Ways Enforcement can help	Scale		
	High Priority	Low Priority	No Issue
1. Provide curbside pick-up on free dump days			
2. Hold neighborhood meetings to explain what is not in compliance and encourage compliance			
3. Provide a resource guide of local contractors and handymen			
4. Provide financial assistance to those who qualify			
5. As with weed abatement, hire a contractor to clean up the properties with debris and charge property owners			

7. What do you consider signs of a neglected property? (Check all that apply)

- ☐ Overgrown trees/bushes
- ☐ Untended/weedy flower beds
- ☐ Trash or debris in the front yard
- ☐ Chipping paint on the house
- ☐ Broken windows
- ☐ Other: _____

8. Would you be interested in volunteering your time to help improve the community?

- ☐ Yes, I would be interested in participating in quarterly clean-up efforts.
- ☐ Yes, I would be interested in coordinating quarterly clean-up efforts.
- ☐ Other: _____



Procedure after receiving complaint

The Code Enforcement Division seeks to gain voluntary compliance with the code in all of its interactions with the public. Inspectors respond to complaints according to the impact of the violation on the community. Situations that pose a serious risk to health and safety are given top priority; while others are pursued in the order in which they are received. After receiving a complaint, our goal is to have all investigations started within one to two weeks. Some violations can be solved with a courtesy letter sent to the property owner/ home owner. For all complaints, the first step in the follow-up procedure is an inspection to verify if a code violation exists. Some cases take longer than others to investigate. If the violation is an ongoing activity rather than a physical violation, the investigation may take longer to verify.



CITY OF PORTERVILLE
291 N. Main Street
Porterville, CA
93257



#7 Yard Sales

Yard or garage sales are limited to no more than three consecutive days, and sales shall be held no more than twice in any six month period. All merchandise to be sold shall be displayed on a private lot, and signage shall be limited to one sign not exceeding two feet by two feet to be posted on the property where the sale is being held during the duration of the sale only. No sign shall be posted on any property other than where the sale is being held.

Per Municipal Code Section 21-301.21



#8 Temporary Signs

A temporary sign permit shall be secured prior to the installation of any sign associated with a commercial use.

Per Municipal Code Section 21-305.11



#9 Green Pools

Pools left unattended can create a health hazard. The code enforcement officer has authority to summarily abate any condition on or use of property that causes or constitutes or reasonably appears to constitute imminent or immediate danger to the health or safety of the public.

Per Municipal Code Section 12-3.15



#10 Barking Dogs

It shall be unlawful for any owner or caretaker of a dog to keep said dog in the city limits which by loud or excessive barking, howling, whining, crying, yelping, or making any other noise disturbs the comfort, quiet, or peace of any neighborhood or any person at any time, provided the owner has been made aware of the disturbance by the police department.

Per Municipal Code Section 5-2.25



Code Enforcement's Top Ten Code Violations

About Code Enforcement

Code Enforcement operates to help keep Porterville a safe and beautiful place to live. Public safety is a top priority and our code enforcement officers work in partnership with the public to abate hazardous conditions which threaten the life, health, safety, and welfare of the public. We believe that by doing so we can attract people who want a clean and safe community to live in or raise their children.

Contact Us

Phone: (559) 782-7526
Complaint/Service Request:
www.ci.porterville.ca.us/ServiceRequest.cfm
Email:



#1 Water Waste

The City has initiated ongoing water conservation efforts. There are five phases to our water conservation plan. Information on each of the phases and the appropriate water usage restrictions can be found at the city’s website, on the Department of Public Works Water Conservation page; <http://www.ci.porterville.ca.us/depts/PublicWorks/waterconservation.cfm>



#2 Overgrown Conditions

City Code states that the existence of any accumulation of weeds, hay, grass, straw, or combustible trash upon any roof or in any building, entranceway, court, yard, vacant lot, or open space or the accumulation of any of the above when the same endangers property or is liable to be fired is a nuisance and shall be abated.

Per Municipal Code Section 12-3.4



#3 Construction without Permits

The Code Enforcement Division monitors any construction, alteration, demolition, or other activities within any building or structure in which permits are required in order to ensure public safety.



#4 Improper Parking: RVs, Boats, etc.

City of Porterville Code states that recreational vehicles, boats, campers, trailers, and similar vehicles are prohibited from being stored for a period longer than 72 hours in the front yard setback. At no time may recreational vehicles be occupied as residences.

Per Municipal Code Section 21-304.11

Furthermore, the parking or storing of vehicles on a lawn constitutes a nuisance.

Per Municipal Code Section 18-25



#5 Abandoned Vehicles

Porterville Code states that it is unlawful for any person to abandon, park, store or leave any licensed vehicle which is in an abandoned, or inoperative condition upon any private property or public within the city for a period in excess of ten (10) days.

Per Municipal Code Section 17-17

Furthermore, no person shall park a vehicle upon any street or alley for more than a consecutive period of seventy two (72) hours.

Per Municipal Code Section 17-10.4



#6 Junk, Trash, Debris

Porterville Code states that neglect of real property is an offense, with neglected properties including properties with excessive trash and debris, visible from a public street or sidewalk, or from adjoining property.

Per Municipal Code Section 18-26

My
Porterville



How to file a Code Enforcement complaint

The best way to file a complaint for a code violation is through the City’s cellphone app, MyPorterville. This app is easy to use and has a host of information on it. Using the app, you can file a request at any time that is most convenient to you 24 hours a day 7 days a week. If you don’t have a smartphone, you can also file a complaint online at <http://www.ci.porterville.ca.us/ServiceRequest.cfm> You can also email [INSERT EMAIL HERE] or call (559) 782-7526 to report a violation. After you make a report, an official case is opened. The case is then assigned to an employee in the correct department to deal with the particular violation in question. To begin an investigation, a city employee will drive out to observe the violation and document it by taking a picture. The employee will then return to the office to draft a courtesy letter to send to the person in violation of city code. Residents are given two weeks to respond to this letter. When a resident responds to a code enforcement letter, we aim to work with that resident to solve the violation. If a resident fails to respond to the courtesy notice, their case gets escalated to our Code Enforcement Officer who specializes in resolving difficult cases.



CITY COUNCIL AGENDA – APRIL 4, 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 21, 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, for which City staff has submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and are challenged for permanent connection.

Representatives for the City, County, and State (CalOES, DDW, DWR, and SWB) have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has nearly completed 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 was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

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

As of the beginning of March 2017, of the 1,034 eligible developed residential properties identified by the State for connection, 669 had completed the required Extra-Territorial Services Agreement and 153 were in the process, leaving 212 developed residential properties unresponsive to this unique connection program. Friday, March 31, 2017 was the final day the State established to complete the property registration process to take advantage of the State-funded connection program opportunity.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

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

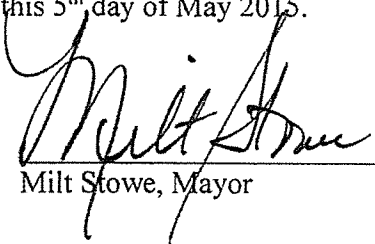
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

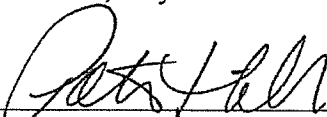
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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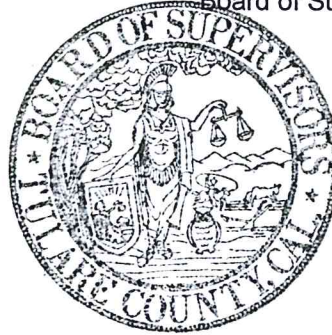
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

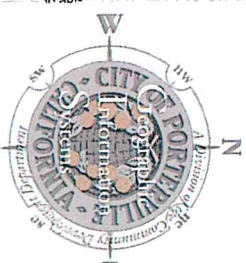
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

CityLimits

UDB

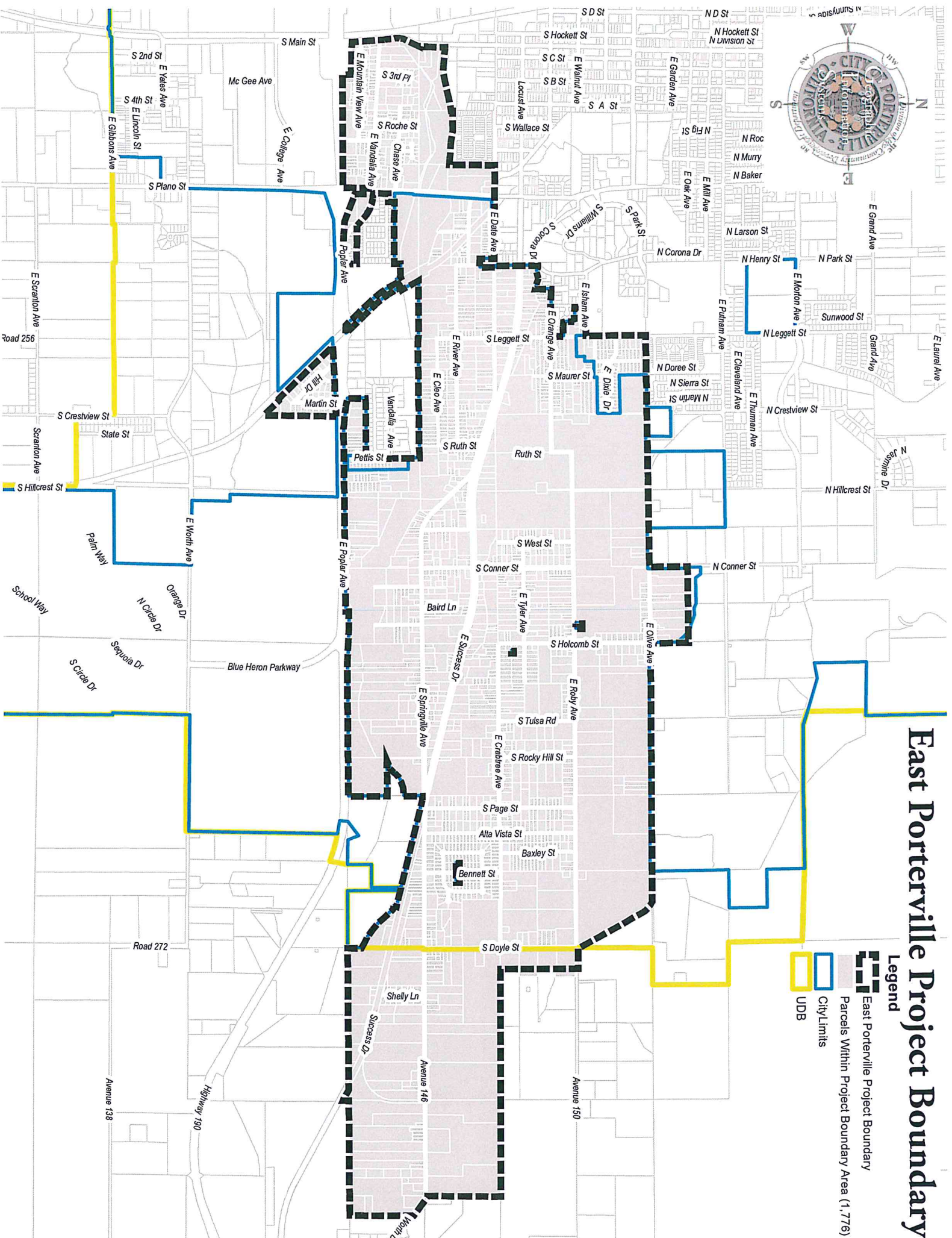


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

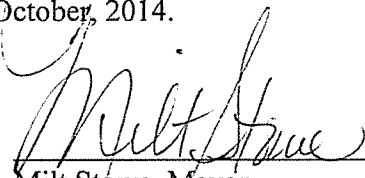
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

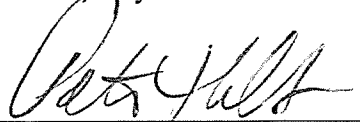
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

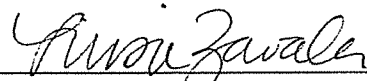
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

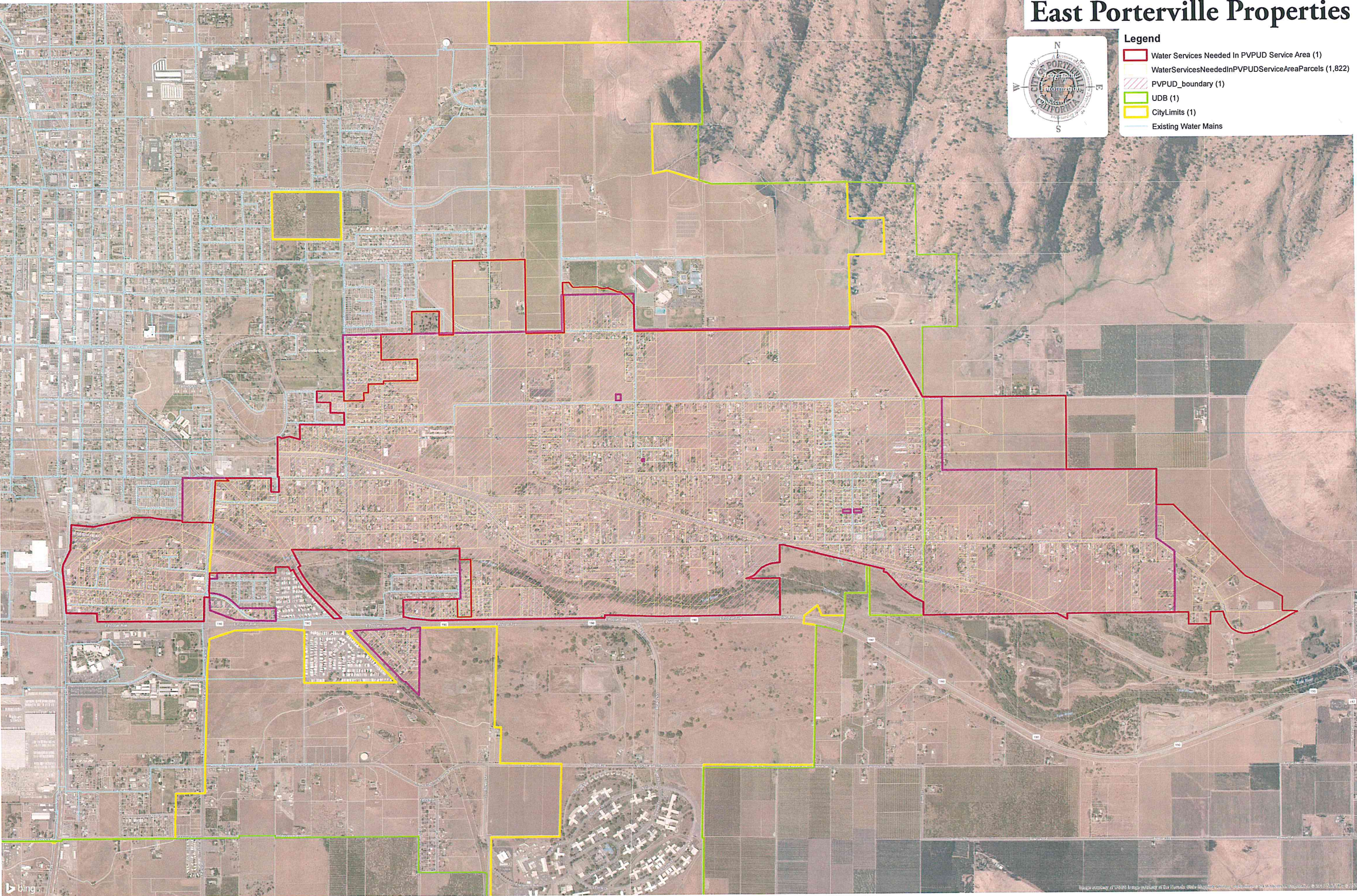
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk

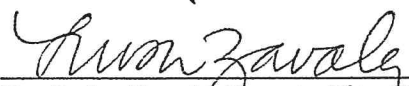

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

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

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



CITY COUNCIL AGENDA – APRIL 4, 2017

SUBJECT: Consideration of Tenant for Villa Siena Commercial Space

SOURCE: Community Development

COMMENT: On September 30, 2010, the Porterville Redevelopment Agency signed as a third party beneficiary an Easement Maintenance and Use Agreement associated with the development project commonly known as Villa Siena (Attachment 1). The development is located at the southeast corner of Putnam Avenue and E Street and is zoned D-MX (Downtown Mixed Use) with a General Plan Land Use Designation of Downtown Mixed Use.

Pursuant to the covenants, the Redevelopment Agency, now the Successor Agency to the Porterville Redevelopment Agency, maintains authority to approve the transfer of the commercial property from TPC Commercial to a buyer.

As written in the recorded document:

1.2 Agency Consideration of Requested Transfer. Agency agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 1, provided (a) Owner delivers written notice to Agency requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and reasonable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of Owner under these Restrictive Covenants (and, to the extent applicable, the AHA) in a form which is reasonably acceptable to Agency. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 1.2. Agency shall approve or disapprove the request within thirty (30) days of its receipt of Owner's notice and all information and materials required herein. In no event, however, shall Agency be obligated to approve the assignment or Transfer of these Restrictive Covenants or the Commercial Parcel Deed of Trust in favor of Agency and recorded against the Commercial Parcel concurrently herewith, except to an approved Transferee of Owner's Rights in and to the Commercial Parcel and Commercial Space.

On March 16, 2017, TPC Commercial submitted a request in compliance with Section 1.2 of the Restrictive Covenants. TPC Commercial is under contract with Dr. Stanton E. Schuler, DDS, to purchase the Commercial Parcel, and to

occupy the building with a general dental practice. As noted in the letter from TPC Commercial, Dr. Schuler has been practicing in Colorado and California for 10 years, and has secured conditional approval for financing from Bank of America not only for the purchase of the Commercial Parcel, but also for his equipment, leasehold improvements and working capital to start practicing in the new space.

The shell and core building on the commercial parcel has been vacant since it was constructed in 2012, and City staff have been approached by numerous potential businesses to open in this location. However, the restrictive covenants identify that specific uses are prohibited, and the acquisition and use of the property by Dr. Schuler is the first use proposed that complies. Staff supports the proposed use in that medical offices are a permitted use in the D-MX zone district, the use complies with the restrictive covenants and that the availability of a dentist in the downtown area, particularly immediately adjacent to high density residential development, provides a convenient quality of life benefit.

RECOMMENDATION: That the Successor Agency to the Porterville Redevelopment Agency approve the transfer of the Villa Siena commercial parcel from TPC Commercial, LLC to Dr. Stanton E. Schuler, DDS, for the establishment and operation of a general dental practice.

ATTACHMENTS: 1. Restrictive Covenants
 2. Letter Requesting Approval of Transfer

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

19
RECORDING REQUESTED BY:
CHICAGO TITLE CO.

42115625-AK1CW



2010-0064185

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Porterville Redevelopment Agency
291 North Main Street
Porterville, California 93257
Attention: Executive Director

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE

0.00

08:00AM 19-Oct-2010

PB
Page 1 of 23

This document is exempt from the payment of a recording fee
pursuant to Government Code Sections 6103 and 27383.

RESTRICTIVE COVENANTS (Villa Siena Commercial Space)

These **RESTRICTIVE COVENANTS (Villa Siena Commercial Space)** ("Restrictive Covenants") are made as of September 30, 2010 ("Date of Restrictive Covenants") by and between **TPC COMMERCIAL, LLC**, an Idaho limited liability company ("Owner") and **PORTERVILLE REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Agency").

RECTIALS

A. Agency and Residential Parcel Owner entered into that certain Affordable Housing Agreement dated as of April 7, 2009 ("Original Agreement") with respect to certain real property located in the City of Porterville ("City"), County of Tulare, State of California, described therein ("Site"). The Original Agreement was amended on February 1, 2010 ("First Amendment"), August 6, 2010 ("Second Amendment"), and again concurrently herewith ("Third Amendment").

B. Concurrently with the Third Amendment and these Restrictive Covenants, Agency, Residential Parcel Owner and Owner entered into that certain Assignment and Amendment of Affordable Housing Agreement (Commercial Space) ("Assignment") to provide for the conveyance by Residential Parcel Owner to Owner of a portion of the Site referred to therein and herein as the "Commercial Parcel" and assignment by Residential Parcel Owner and assumption by Owner of all obligations under the AHA relating to the Commercial Space (defined in the AHA). The Original Agreement, First Amendment, Second Amendment, Third Amendment, and Assignment are referred to herein collectively as the "AHA."

C. The Commercial Parcel is legally described in Attachment No. 1, which is attached hereto and incorporated herein by this reference.

D. The AHA provides for, among other things, the development and operation of the Commercial Space on the Commercial Parcel.

E. All initially capitalized terms used herein and not expressly defined have the meanings set forth in the AHA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Agency hereby agree as follows:

1. Transfers of Interest in Commercial Parcel or AHA.

1.1 Prohibition Against Transfer. The qualifications and identity of Owner are of particular concern to Agency. It is because of those qualifications and identity that Agency has entered into these Restrictive Covenants with Owner. For the period commencing upon the Date of Restrictive Covenants and until the issuance of the Commercial Space Certificate of Completion and Release of Construction Covenants, no Transferee (defined below) shall acquire any rights or powers under these Restrictive Covenants, nor shall Owner make any Transfer (defined below) of the whole or any part of the Commercial Parcel or the Commercial Space without the prior written approval of Agency, which approval may be granted or withheld in the sole and absolute discretion of Agency. Following the issuance of the Commercial Space Certificate of Completion and Release of Construction Covenants, any Transfer shall be governed by Sections 1.2 and 1.3.

1.2 Agency Consideration of Requested Transfer. Agency agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 1, provided (a) Owner delivers written notice to Agency requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and reasonable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of Owner under these Restrictive Covenants (and, to the extent applicable, the AHA) in a form which is reasonably acceptable to Agency. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 1.2. Agency shall approve or disapprove the request within thirty (30) days of its receipt of Owner's notice and all information and materials required herein. In no event, however, shall Agency be obligated to approve the assignment or Transfer of these Restrictive Covenants or the Commercial Parcel Deed of Trust in favor of Agency and recorded against the Commercial Parcel concurrently herewith, except to an approved Transferee of Owner's rights in and to the Commercial Parcel and Commercial Space.

1.3 Approval of Financing or Refinancing. Agency Executive Director shall have the right to review all documents related to and to approve or disapprove any assignment for financing purposes and/or refinancing of any loan secured by the Commercial Parcel and/or Commercial Space and, as and if applicable, any other debt secured by Owner's interest in the Commercial Parcel and/or Commercial Space, which refinancing will: (a) increase the interest rate applicable to such debt, or (b) increase the outstanding principal amount of such debt, or (c) cause or require the release or withdrawal of cash or equity from any part of the Commercial Parcel and/or Commercial Space, or (d) extend the term of repayment of such debt, or (e) otherwise increase the aggregate annual debt service payments on such loan. Agency Executive Director shall reasonably consider any such proposed refinancing based on an economic evaluation conducted by Agency's economic consultant that analyzes the effect of the proposed refinancing on (i) the ability of Owner to repay in full any debt or other liens against the Commercial Parcel and/or Commercial Space as such payment becomes due and (ii) the availability of Refinancing Net Proceeds to be paid to the Agency pursuant to Section 1.5. This Section 1.3 shall terminate and be of no further force and effect upon the conveyance of the Commercial Parcel and the Commercial Space by Owner or an approved successor or assign of Owner to a person or entity that is not an Affiliate (defined in Section 1.6) of either Owner or Caleb J. Roope; provided that such conveyance has been approved in writing by Agency pursuant to Section 1.2.

1.4 Successors and Assigns. These Restrictive Covenants shall run with the land, and all of the terms, covenants and conditions of these Restrictive Covenants shall be binding upon Owner and the permitted successors and assigns of Owner. Whenever the term "Owner" is used in these Restrictive Covenants, such term shall include any other permitted successors and assigns as herein provided. Any Transferee under this Section 1 shall, prior to or concurrently with the transfer or assignment of Owner's rights and obligations under these Restrictive Covenants or otherwise relating to the Commercial Space, execute an Assignment and Assumption Agreement in a form reasonably acceptable to Agency requiring such Transferee to assume each and every obligation of Owner under the AHA (to the extent applicable) and these Restrictive Covenants. After such Transfer or assignment, all rights and obligations of the transferor Owner shall be assumed by the Transferee and the transferor Owner shall not incur any liability or have any obligation under these Restrictive Covenants accruing after the date of such Transfer or assignment.

1.5 Transfer Net Proceeds; Refinancing Net Proceeds. In the event Owner Transfers all or any portion of the Commercial Space and/or the Commercial Parcel, subject to and with Agency's consent as provided in this Section 1, Owner shall pay to Agency fifty percent (50%) of any Transfer Net Proceeds (defined below) received by Owner in connection with the Transfer. In the event Owner makes an assignment for financing purposes and/or refinances any debt secured by the Commercial Space and/or the Commercial Parcel, subject to and with Agency's consent as provided in this Section 1, Owner shall pay to Agency fifty percent (50%) of any Refinancing Net Proceeds (defined below) received by Owner in connection with such assignment for financing purposes and/or refinancing. This Section 1.5 shall terminate and be of no further force and effect upon the conveyance of the Commercial Parcel and the Commercial Space by Owner or an approved successor or assign of Owner to a person or entity that is not an Affiliate (defined in Section 1.6) of either Owner or Caleb J. Roope; provided that such conveyance has been approved in writing by Agency pursuant to Section 1.2.

1.6 Definitions. For purposes of these Restrictive Covenants, the following terms have the meanings set forth below:

(a) As used herein, "Affiliate" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Owner and/or Caleb J. Roope, which shall include each of the constituent partners or members of Owner's limited liability company. The term "control," as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to exercise, directly or indirectly, at least 50% of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

(b) As used herein, "Transfer" means any total or partial sale, transfer, conveyance, assignment, subdivision, financing, refinancing; but specifically excluding any space lease or sublease.

(c) As used herein, "Transferee" means a voluntary or involuntary successor to Owner's interest in the AHA, these Restrictive Covenants, the Commercial Space and/or the Commercial Parcel.

(d) As used herein, "Transfer Net Proceeds" shall mean the proceeds of any Transfer, in whole or in part, of Owner's interest in the Commercial Parcel and/or Commercial

Space, net of: (i) reasonable and customary costs and expenses incurred in connection with such transfer, (ii) the total of actual hard costs of construction of the Commercial Space paid by Owner, including assumed profit, overhead, and general conditions of fourteen percent (14%) of such actual hard construction costs, (iii) the total of actual soft construction costs paid by Owner for construction of the Commercial Space, including the Residual Receipts Termination Fee paid by Owner to Agency pursuant to the Assignment, (iv) repayment of loans made by Owner to the Commercial Space for operating deficits in excess of available Commercial Space revenues, (v) priority return of twelve percent (12%) simple interest on total capital invested by the Owner, including Owner's capital contributions to expenses listed under items (ii), (iii), and (iv) below, and (vi) repayment of principal and interest owing under loans provided by third parties (that are not Affiliates of Caleb J. Roope or Owner), secured by the Commercial Parcel and approved by the Agency pursuant to Section 1.3.

(e) As used herein, "Refinancing Net Proceeds" shall mean the proceeds of any approved financing or refinancing of any financing secured by the Commercial Parcel, net of: (i) reasonable and customary costs and expenses incurred in connection with the refinancing, (ii) the total of actual hard costs of construction of the Commercial Space paid by Owner, including assumed profit, overhead, and general conditions of fourteen percent (14%) of such actual hard construction costs, (iii) the total of actual soft construction costs paid by Owner for construction of the Commercial Space, including the Residual Receipts Termination Fee paid by Owner to Agency pursuant to the Assignment, (iv) repayment of loans made by Owner to the Commercial Space for operating deficits in excess of available Commercial Space revenues, (v) priority return of twelve percent (12%) simple interest on total capital invested by the Owner, including Owner's capital contributions to expenses listed under items (ii), (iii), and (iv) below, and (vi) repayment of principal and interest owing under loans provided by third parties (that are not Affiliates of Caleb J. Roope or Owner), secured by the Commercial Parcel and approved by the Agency pursuant to Section 1.3.

2. Hazardous Materials.

2.1 As-Is Condition; Exceptions. The Commercial Parcel was conveyed by Agency to Residential Parcel Owner and by Residential Parcel Owner to Owner in an "as is" physical and environmental condition, with no warranty, express or implied, by Agency as to the condition of any existing improvements, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and it shall be the sole responsibility of Owner at its expense to investigate and determine the physical and environmental conditions of the Commercial Parcel. The parties acknowledge and agree that prior to Agency's acquisition of the Commercial Parcel from the prior owner thereof, Residential Parcel Owner had a full, complete, and adequate opportunity to investigate the environmental and physical condition of the Commercial Parcel, including conducting Phase I and Phase II environmental investigations and reviewing all reports prepared in connection therewith, and by entering into these Restrictive Covenants, Owner has approved the condition of the Commercial Parcel and hereby accepts all responsibility for the condition of the Commercial Parcel as between Agency and Owner. It shall be the sole responsibility and obligation of Owner to take such action as may be necessary to place the physical and environmental condition of the Commercial Parcel in a condition entirely suitable for the purposes set forth in these Restrictive Covenants.

2.2 Release of Agency. Owner hereby waives, releases and discharges forever Agency and City, and their respective employees, volunteers, directors, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative

proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the physical and environmental condition of the Commercial Parcel, any Hazardous Materials on or under the Commercial Parcel, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Commercial Parcel, however they came to be placed there, except that arising out of the gross negligence or willful misconduct of Agency or City or their respective employees, volunteers, directors, officers, agents or representatives.

Owner acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

As such relates to this Section 2.2, Owner hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

2.3 Owner Precautions. Owner shall take all necessary but reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Commercial Parcel. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Owner shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

2.4 Owner Indemnity Re Hazardous Material. Owner hereby agrees and hereby shall indemnify, defend (with counsel reasonably acceptable to Agency and City) and hold Agency and City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Commercial Parcel, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Commercial Parcel. This indemnity shall include, without limitation, any damage, liability, fine, penalty, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of Owner, Agency shall cooperate with and assist Owner in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that Agency shall not be obligated to incur any expense in connection with such cooperation or assistance.

2.5 Definitions. As used herein, the following terms have the meanings set forth below:

(a) **"Governmental Requirements"** means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County, the City, or any other political subdivision in which the Commercial Parcel is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over Owner or the Commercial Parcel.

(b) **"Hazardous Materials"** means any substance, material, or waste which is or becomes regulated by any local governmental Agency, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (x) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of mixed use residential and commercial developments or associated buildings and grounds, or typically used in residential and commercial activities in a manner typical of other developments comparable to the Project, including without limitation alcohol, aspirin, tobacco and saccharine.

3 Owner's Indemnity Re Liabilities. Except as set forth in Section 2, *et seq.*, above with respect to Hazardous Materials, Owner shall, at its expense, defend (with counsel reasonably acceptable to Agency), indemnify, and hold harmless Agency and its officers, directors, volunteers, agents, employees and representatives from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of, any third party claim in connection with, or relating in any manner to any act or omission of Owner or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from Owner's performance or failure to perform its obligations under the AHA and these Restrictive Covenants, Owner's ownership or operation of the Commercial Parcel and/or the Commercial Space, or the development of the Commercial Space, or challenges to the approval, validity, applicability, interpretation or implementation of the AHA and these Restrictive Covenants, except that arising from the gross negligence or willful misconduct of Agency or its officers, directors, volunteers, agents, employees or representatives.

4. Development of Commercial Space. Owner shall diligently develop the Commercial Parcel with the Commercial Space in compliance with all Governmental Requirements (defined above), in substantial conformance with the approved Entitlement and Plans (defined in the

AHA) and within the time periods set forth in the Schedule of Performance attached to the AHA, as amended by the Third Amendment.

4.1 Prevailing Wages. With respect to the development of the Commercial Space as set forth in the AHA but only to the extent required by applicable law, Owner and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, et seq., and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Such requirements are set forth in greater detail in Attachment No. 13 to the Original Agreement. Upon the request of Agency, Owner shall certify to the Agency that it is in compliance with the requirements of this Section 4.1.

Owner shall indemnify, protect, defend (with counsel reasonably acceptable to Agency) and hold harmless Agency and its officers, directors, volunteers, representatives, employees, contractors and agents, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Commercial Space, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Owner with the Prevailing Wage Law; (2) the implementation of Labor Code Section 1781, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Owner to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Commercial Space, including, without limitation, any and all public works (as defined by applicable law), Owner shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.1, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of the AHA and shall continue after completion of the development of the Commercial Space by Owner.

5. Insurance Requirements. Owner shall take out and maintain or shall cause its contractor to take out and maintain: (a) a commercial general liability policy in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, with a general aggregate limit of Two Million Dollars (\$2,000,000), (b) a comprehensive automobile liability policy in not less than the amount of One Million Dollars (\$1,000,000) combined single limit, and (c) a policy of all-risk property insurance in an amount not less than one hundred percent (100%) of the full insurable value of the Commercial Space owned by Owner. The required amount of insurance shall be subject to increases as Agency may reasonably require from time to time, but not more frequently than every twelve (12) months. Such policies shall protect Owner and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California. Such policy or policies shall be written on an occurrence form. Owner shall also furnish or cause to be furnished to Agency evidence satisfactory to Agency that Owner and any contractor with whom it has contracted for the performance of work on the Commercial Space or otherwise pursuant to these Restrictive Covenants carries workers' compensation insurance as required by law. Prior to the commencement of the construction of the Commercial Space, Owner shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier

setting forth the general provisions of the insurance coverage. This countersigned certificate shall name Agency and its officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify Agency of any material change, cancellation or termination of the coverage at least ten (10) days in advance of the effective date of any such material change, cancellation or termination, and to notify Agency within ten (10) days of Owner's failure to pay any premium when due. Coverage provided hereunder by Owner shall be primary insurance and not be contributing with any insurance maintained by Agency, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of Agency. The required certificate shall be furnished by Owner prior to the commencement of the development of the Commercial Space. Notwithstanding anything to the contrary set forth herein or in the AHA, in the event the Commercial Space is used for purposes other than professional offices, the City's Risk Manager shall have the right (but no obligation) to review and reasonably revise the insurance requirements under this Section 5.

5.1 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section 5.2 below, if, prior to the issuance by Agency of the Certificate of Occupancy for the Commercial Space by City, any portion of the Commercial Space shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Owner, Owner shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Commercial Space to substantially the same condition as the Commercial Space is required to be developed pursuant to the AHA and these Restrictive Covenants, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Owner shall complete the same as soon as possible thereafter so that the Commercial Space can be occupied in accordance with the AHA and these Restrictive Covenants. Subject to force majeure delays pursuant to Section 5.3 below, in no event shall the repair, replacement, or restoration period exceed two (2) years from the date Owner obtains insurance proceeds unless Agency's Executive Director, in his or her reasonable discretion, approves a longer period of time. Agency shall cooperate with Owner, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Commercial Space do not permit the repair, replacement, or restoration, Owner may elect not to repair, replace, or restore the Commercial Space by giving notice to Agency (in which event Owner will be entitled to all insurance proceeds but Owner shall be required to remove all debris from the applicable portion of the Commercial Space) or Owner may reconstruct such other improvements on the site of the destroyed Commercial Space as are consistent with applicable land use regulations and approved by City, Agency, and other governmental agencies with jurisdiction.

5.2 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If, prior to the issuance by City of the Certificate of Occupancy for the Commercial Space, any portion of the Commercial Space is completely destroyed or substantially damaged by a casualty which Owner is not required to (and has not) insured against, then Owner shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. As used in this Section 5.2, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which

is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Commercial Space. In the event Owner does not timely elect not to repair, replace, or restore the Commercial Space as set forth in the first sentence of this Section 5.2, Owner shall be conclusively deemed to have waived its right not to repair, replace, or restore the Commercial Space and thereafter Owner shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Commercial Space in accordance with Section 5.1 above.

5.3 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in these Restrictive Covenants shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, acts of terrorism, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that Agency's acts or failure to act shall not excuse performance of Agency hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.

6. Covenant to Develop, Use and Operate the Commercial Parcel in Accordance with Redevelopment Plan, Land Use Approvals, and these Restrictive Covenants. Until expiration of the Term hereof, Owner covenants and agrees for itself and its successors, assigns, and every successor in interest to the Commercial Parcel or any part thereof that Owner and such successors and assignees, shall use and operate the Commercial Parcel in accordance with the Redevelopment Plan, the Entitlement, the Plans, and these Restrictive Covenants, and shall construct and complete the Commercial Space in accordance with the Entitlement, the Plans and the Schedule of Performance.

7. Restrictive Covenants.

7.1 Restriction on Hours of Operation. Owner shall not permit any use of the Commercial Space (other than as an ancillary use supporting the Housing Project (defined in the AHA) that does not require the use of the shared parking spaces, as expressly permitted by the Agency and City, except Monday through Friday (excluding holidays) during the hours of 8:00 a.m. through 6:00 p.m.

7.2 Easement Maintenance and Use Agreement. Owner hereby acknowledges and agrees to comply with (and cause any and all tenants and occupants of the Commercial Space to comply with) that certain Easement Maintenance and Use Agreement by and between Owner and Residential Parcel Owner, affecting the Commercial Parcel and the remainder of the Site, which is recorded against the entire Site in the official records of Tulare County concurrently herewith.

7.3 Specified Uses Prohibited. Owner and Agency hereby acknowledge and agree that the Commercial Space is contemplated to be leased for use as a medical office, medical clinic, other professional office use, or other use that is expressly approved in writing by the Agency, which approval shall not be unreasonably conditioned, withheld or delayed. Notwithstanding

anything to the contrary set forth herein or in the AHA, in no event shall the use or operation of the Commercial Space by Owner and/or Owner's successors, assigns, or lessees at any time include establishments selling alcohol, adult-oriented retail, services catering mainly to adults, smoke shops and discount tobacco product stores, tattoo or body piercing establishments, single price overstock or discount stores, second hand or thrift stores, check cashing facilities, payday loan facilities, rent-to-own businesses, massage or acupressure services, pawn shops, water services, liquor stores, bars or taverns, dance halls, billiard halls, arcades, dog grooming shops, frozen food lockers, furriers and fur storage, hotels, launderette services, taxidermists, or taxi stands. In addition, in no event shall the Commercial Space be used or operated by Owner and/or Owner's successors, assigns, or lessees at any time for any purpose that requires a conditional development or use permit pursuant to the Porterville Municipal Code unless first approved by the Agency, which approval shall be in the Agency's sole and absolute discretion.

8. Maintenance. Owner shall maintain the Commercial Space, or shall cause the Commercial Space to be maintained, in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of first class commercial developments within Tulare County, California. If at any time Owner fails to maintain the Commercial Space in accordance with these Restrictive Covenants and such condition is not corrected within five business days after written notice from Agency with respect to debris and waste material, or 30 days after written notice from Agency with respect to general maintenance, landscaping and building improvements, then Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Commercial Space and perform all acts and work necessary to protect, maintain, and preserve the Commercial Space, and to attach a lien upon the Commercial Space and the Commercial Parcel, or to assess the Commercial Space and the Commercial Parcel, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Owner to Agency upon demand. Owner shall also comply at all times with the graffiti abatement policies and rules set forth in Article II of Chapter 18 of the City of Porterville Municipal Code.

8.1 Failure to Maintain Commercial Space. In the event Owner does not maintain the Commercial Space and the Commercial Parcel in the manner set forth herein, Agency and/or City shall have the right to maintain such Commercial Space and the Commercial Parcel, or to contract for the correction of such deficiencies, after written notice to Owner. However, prior to taking any such action, Agency agrees to notify Owner in writing to specify the deficiencies and the actions required to be taken by Owner to cure the deficiencies. Upon notification of any maintenance deficiency, Owner shall have 30 days within which to correct, remedy or cure the deficiency. If the written notification states the problem is urgent relating to the public health and safety of City, then Owner shall have 48 hours to rectify the problem.

In the event Owner fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after the period of correction has lapsed, then City and/or Agency shall have the right to maintain the Commercial Space and the Commercial Parcel. Owner agrees to pay Agency and City such reasonable charges and costs. Until so paid, Agency and/or City, as applicable, shall have a lien on the Commercial Parcel for the amount of such reasonable charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Commercial Parcel. Upon recordation of a Notice of a Claim of Lien against the Commercial Parcel, such lien shall constitute a lien on the fee estate in and to the Commercial Parcel prior and superior to all after recorded monetary liens. Any such lien shall be

subject and subordinate to any lease or sublease of the interest of Owner in the Commercial Parcel or any portion thereof and to any easement affecting the Commercial Parcel or any portion thereof entered into at any time (either before or after) the date of recordation of such a Notice. Any lien in favor of Agency created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien describing such lien as aforesaid, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, of record, to such lien. No lien in favor of Agency created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon foreclosure of any mortgage or deed of trust made in good faith and for value and recorded prior to the recordation of any unsatisfied Notice of Claim of Lien, the foreclosure purchaser shall take title to the Commercial Parcel free of any lien imposed by Agency that has accrued up to the time of the foreclosure sale, and upon taking title to the Commercial Parcel, such foreclosure purchaser shall only be obligated to pay costs associated with these Restrictive Covenants accruing after the foreclosure purchaser acquires title to the Commercial Parcel. Owner acknowledges and agrees City and Agency may also pursue any and all other remedies available in law or equity. Owner shall be liable for any and all attorneys' fees, and other legal costs or fees incurred in collecting said maintenance costs.

9. Management of the Commercial Space.

9.1 Property Manager. Owner shall manage or cause the Commercial Space, and all appurtenances thereto that are a part of the Commercial Space, to be managed in a prudent and business-like manner, consistent with good property management standards for other comparable high quality, well-managed commercial developments in Tulare County, California. Owner may contract with a property management company or property manager to operate and maintain the Commercial Space in accordance with the terms of this Section 9.1 ("Property Manager"); provided, however, the selection and hiring of the Property Manager (and each successor or assignee) is and shall be subject to prior written approval of Agency's Executive Director (or designee) in his or her reasonable discretion. Owner may contract with separate Property Managers for the management of the Housing Project and the Commercial Space. Owner shall conduct due diligence and background evaluation of any potential third party Property Manager or property management company to evaluate experience, references, credit worthiness, and related qualifications as a Property Manager. Any proposed Property Manager hired by Owner to manage the Commercial Space shall have significant and relevant prior experience with commercial properties comparable to the Commercial Space. The references and credit record of any such Property Manager/company shall be investigated (or caused to be investigated) by Owner prior to submitting the name and qualifications of such proposed Property Manager to the Executive Director for review and approval. A complete and true copy of the results of such background evaluation shall be provided to the Executive Director. Approval of a Property Manager by Agency's Executive Director shall not be unreasonably delayed but shall be in his or her reasonable discretion, and Agency Executive Director shall use good faith efforts to respond as promptly as practicable in order to facilitate effective and ongoing property management of the Commercial Space. Furthermore, the identity and retention of any approved Property Manager shall not be changed without the prior written approval of the Executive Director (or designee), which approval shall not be unreasonably withheld, conditioned or delayed, but shall be in his or her reasonable discretion. The selection by Owner of any new Property Manager also shall be subject to the foregoing requirements.

9.2 Management Plan. Prior to and as a condition precedent to issuance of the Commercial Space Certificate of Completion and Release of Construction Covenants, Owner shall prepare and submit to the Executive Director for review and approval a management plan which includes a detailed plan and strategy for long term marketing, operation, maintenance, repair and security of the Commercial Space, including the method of selection of tenants, rules and regulations for tenants, and other rental policies for the Commercial Space ("Management Plan"). Executive Director approval of the Management Plan shall not be unreasonably withheld or delayed. Subsequent to approval of the Management Plan by the Executive Director the ongoing management and operation of the Commercial Space shall be in compliance with the approved Management Plan. During the Term of these Restrictive Covenants, Owner and Property Manager may from time to time submit to the Executive Director proposed amendments to the Management Plan, which are also subject to the prior written approval of the Executive Director.

9.3 Gross Mismanagement. During the Affordability Period, and in the event of "Gross Mismanagement" (as that term is defined below) of the Commercial Space or any part thereof, Executive Director and/or Agency shall have and retain the authority to direct and require any condition(s), acts, or inactions of Gross Mismanagement to cease and/or be corrected immediately, and further to direct and require the immediate removal of the Property Manager and replacement with a new qualified and approved Property Manager, if such condition(s) is/are not ceased and/or corrected after expiration of thirty (30) days from the date of written notice from Executive Director. If Owner or Property Manager has commenced to cure such Gross Mismanagement condition(s) on or before the 20th day from the date of written notice (with evidence of such submitted to the Executive Director), but has failed to complete such cure by the 30th day (or such longer period if the cure cannot reasonably be accomplished in thirty (30) days as reasonably determined by the non-defaulting party), then Owner or Property Manager shall have an additional 10 days to complete the cure of Gross Mismanagement condition(s). If such condition(s) do persist beyond such period, Executive Director shall have the sole and absolute right to immediately and without further notice to Owner (or to Property Manager or any other person/entity) replace the Property Manager with a new property manager of the Executive Director's selection at the sole cost and expense of Owner. If Owner takes steps to select a new Property Manager that selection is subject to the requirements set forth above for selection of a Property Manager.

For purposes of these Restrictive Covenants, the term "Gross Mismanagement" shall mean management of the Commercial Space or any part thereof in a manner which violates the terms and/or intention of these Restrictive Covenants or the AHA with respect to operation of a high quality commercial facility, and shall include, but is not limited to, any one or more of the following:

(a) Operating any portion of the Commercial Space in violation of these Restrictive Covenants;

(b) Failing to timely maintain the Commercial Space in accordance with the Management Plan and the manner prescribed herein;

(c) Fraud or embezzlement of Commercial Space funds;

(d) Failing to fully cooperate with the Porterville Police Department or other local law enforcement agency(ies) with jurisdiction over the Commercial Space and/or the Commercial Parcel, in maintaining a crime-free environment within the Commercial Space;

(e) Failing to fully cooperate with the Porterville Fire Department Code Enforcement Division or other local public safety agency(ies) with jurisdiction over the Commercial Space and/or the Commercial Parcel, in maintaining a safe environment within the Commercial Space; and

(f) Failing to fully cooperate with the Porterville Community Development Department and Public Works Department or other local health and safety enforcement agency(ies) with jurisdiction over the Commercial Space and/or the Commercial Parcel, in maintaining a safe environment within the Commercial Space.

Notwithstanding the requirements of the Property Manager to correct any condition of Gross Mismanagement as described above, Owner is obligated and shall use its best efforts to correct any defects in property management or operations at the earliest feasible time and, if necessary, to replace the Property Manager as provided above. Owner shall include advisement and provisions of the foregoing requirements of these Restrictive Covenants within any contract between Owner and its Property Manager.

9.4 Code Enforcement. Owner acknowledges and agrees that Agency, City, and their employees and authorized agents, shall have the right to conduct code compliance and/or code enforcement inspections of the Commercial Space, both exterior and interior, at reasonable times and upon reasonable notice (not less than 48 hours prior notice, except in an emergency) to Owner and/or an individual tenant. If such notice is provided by City or Agency representative(s) to Owner, then Owner (or its Property Manager) shall immediately and directly advise the affected tenants of such upcoming inspection and cause access to the area(s) and/or units of the Commercial Space to be made available and open for inspection. Owner shall include express advisement of such inspection rights within the lease/rental agreements for each separately-leased portion of the Commercial Space and/or the Commercial Parcel in order for each and every tenant to be aware of this inspection right.

10. Nondiscrimination. Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Commercial Space or the Commercial Parcel, nor shall Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Commercial Space or the Commercial Parcel. The foregoing covenants shall run with the land and remain in effect for perpetuity.

All deeds, leases or contracts with respect to the Commercial Space or the Commercial Parcel shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

10.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any

person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

10.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

10.3 In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of these Restrictive Covenants, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

11. Owner's Representations, Warranties and Covenants. Owner hereby makes the representations, warranties and covenants contained below in this Section 10. All of the representations and warranties set forth in this Section 10 are effective as of the Date of Restrictive Covenants, are true in all material respects as of the Date of Restrictive Covenants, and shall be true in all material respects as of the date these Restrictive Covenants are recorded against the Commercial Parcel, and each shall survive the execution of these Restrictive Covenants without limitation as to time.

11.1 Owner is a duly organized Idaho limited liability company, in good standing under the laws of the State of California, and is authorized to carry on its business in California as such business is now conducted and to own and operate its properties and assets now owned and being operated by it, and as set forth in and anticipated by the AHA and these Restrictive Covenants. Owner has full right, power and lawful authority to enter into the AHA and these Restrictive Covenants and the execution and delivery of the AHA and these Restrictive Covenants by Owner has been fully authorized by all requisite actions on the part of Owner. Owner has provided Agency with true and correct copies of documentation reasonably acceptable to the Agency, designating the party authorized to execute the AHA and these Restrictive Covenants on behalf of Owner.

11.2 Owner's execution, delivery and performance of its obligations under the AHA and these Restrictive Covenants will not (to the best of Owner's knowledge) violate any applicable laws, regulations, or rules, nor to the best of Owner's knowledge after due inquiry will it constitute a breach or default under any contract, agreement, or instrument to which Owner is a party, or any judicial or regulatory decree or order to which Owner is a party or by which it is bound.

11.3 Owner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of or trustee for it or any substantial part of its property, or commenced any proceeding relating to Owner under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect. There has not been commenced nor is there pending against Owner any proceeding of the nature described in the first sentence of this Section 11.3. No order for relief has been entered with respect to Owner under the Federal Bankruptcy Code.

11.4 All documents, instruments, and other information delivered by Owner to Agency pursuant to the AHA and these Restrictive Covenants are, to the best of Owner's knowledge, true, accurate, correct and complete in all material respects.

11.5 The Assignment and all documents to be delivered by Owner pursuant to the Assignment (including these Restrictive Covenants), when executed by Owner and delivered, shall constitute the legal, valid and binding obligation of Owner. Owner has taken all legally required actions, and no further consent, approval, or authorization of any third person is required with respect to Owner's execution, delivery, and performance of the AHA (pursuant to this Assignment) and these Restrictive Covenants, other than consents, approvals, and authorizations which have already been unconditionally given.

11.6 Owner shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 11 not to be true as of the Date of Restrictive Covenants and the date these Restrictive Covenants are recorded against the Commercial Parcel, immediately give written notice of such fact or conditions to Agency.

Each of the foregoing items set forth in Sections 11.1 through 11.6, inclusive, shall be deemed to be ongoing representations, warranties and covenants.

12. Rights of Access. At any time during the construction of the Commercial Space or after completion of construction if Agency has reason to believe that Owner is in breach of any provisions of these Restrictive Covenants, but subject to the rights of any tenant of the Commercial Space under its lease, representatives of Agency and City shall have the right of access to the Commercial Parcel, without charges or fees, at all reasonable times, upon not less than three (3) business days prior written notice from Agency or City to Owner, for the purposes of verifying Owner's compliance with these Restrictive Covenants, including but not limited to, the inspection of the work being performed in constructing the Commercial Space, and so long as Agency and City representatives comply with all safety rules and do not unreasonably interfere with the work of Owner. Agency and City shall conduct the entry and inspections in a manner that causes the least possible disturbance to the work in progress or the operation of the Commercial Space. If Agency or City disturbs the Commercial Space in the course of such entry and inspection, Agency or City, as applicable, shall, following the entry and inspection, restore the Commercial Space to the condition it was in immediately prior to the entry and inspection. Owner acknowledges that neither Agency nor

City is under any obligation to supervise, inspect, or inform Owner of the progress of construction, and Owner shall not rely upon Agency or City therefor. Any inspection by Agency and/or City is entirely for their purposes in determining whether Owner is in compliance with the AHA (to the extent applicable) and these Restrictive Covenants and is not for the purpose of determining or informing Owner of the quality or suitability of construction. Owner shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers. Agency's and City's rights hereunder are subject to the rights of tenants in possession; provided, Owner shall include express advisement of such rights within the lease/rental agreement for each separately-leased portion of the Commercial Space and/or Commercial Parcel in order for each and every tenant to be aware of this access right.

13. Miscellaneous Provisions.

13.1 If any provision of these Restrictive Covenants or portion thereof, or the application to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of these Restrictive Covenants, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; provided, that if any material terms or provisions of these Restrictive Covenants are rendered invalid, void and/or unenforceable, or due to changes in the law such terms or provisions would materially alter the terms of the transactions contemplated herein, the parties agree to meet and negotiate in good faith to attempt to reform these Restrictive Covenants to accomplish the intent of the parties.

13.2 These Restrictive Covenants shall be construed in accordance with the laws of the State of California.

13.3 These Restrictive Covenants shall be binding upon and inure to the benefit of the successors and assigns of Owner.

13.4 In the event action is instituted to enforce any of the provisions of these Restrictive Covenants, the prevailing party in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney's fees, expert witness fees, and costs.

14. Breaches and Defaults. Subject to force majeure pursuant to Section 5.3, failure or delay by either party to perform any material term or provision of these Restrictive Covenants (a "Breach") following written notice and failure to cure as described hereafter constitutes a "Default" under these Restrictive Covenants.

The nondefaulting party shall give written notice of any Breach to the party in Breach, specifying the Breach complained of by the nondefaulting party ("Notice of Default"). Delay in giving such Notice of Default shall not constitute a waiver of any Breach nor shall it change the time of Breach. Upon receipt of the Notice of Default, the party in Breach shall promptly commence to cure the identified Breach at the earliest reasonable time after receipt of the Notice of Default and shall complete the cure of such Breach not later than thirty (30) days after receipt of the Notice of Default, or if such Breach cannot reasonably be cured within such thirty (30) day period, then as soon thereafter as reasonably possible, provided that the party in Breach shall diligently pursue such cure to completion ("Cure Period"). Failure of the party in Breach to cure the Breach within the Cure Period set forth above shall constitute a "Default" hereunder.

Any failure or delay by either party in asserting any of its rights and remedies as to any Breach or Default shall not operate as a waiver of any Breach or Default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15. Remedies.

15.1 Institution of Legal Actions. Either party may institute legal action to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of these Restrictive Covenants including actions for specific performance. Such legal actions must be instituted in the Superior Court of the County of Tulare, State of California or in the Federal District Court in the Eastern District of California.

15.2 Acceptance of Service of Process. In the event that any legal action is commenced by Owner against Agency, service of process on Agency shall be made by personal service upon the Executive Director or Chairman of Agency, or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Owner, service of process on Owner shall be made by personal service upon Owner or in such manner as may be provided by law, and shall be valid whether made within or without the State of California.

15.3 Rights and Remedies are Cumulative. Except as otherwise expressly stated in these Restrictive Covenants, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

16. Effect of Restrictive Covenants. The covenants and agreements established in these Restrictive Covenants shall, without regard to technical classification and designation, run with the land and be binding on each owner of the Commercial Parcel and any successor in interest to the Commercial Parcel, or any part thereof (including each parcel thereof), for the benefit of and in favor of Agency, its successor and assigns, and the City of Porterville, for the term specified herein.

17. Recordation. These Restrictive Covenants shall be recorded against the Commercial Parcel by Agency in the official records of Tulare County.

18. Interpretation. While the AHA remains in effect with respect to the Commercial Parcel and the Commercial Space, in the event of any conflict or inconsistency between the terms and conditions of these Restrictive Covenants and the AHA, the terms and conditions of these Restrictive Covenants shall prevail.

19. Third Party Beneficiary. The City of Porterville is an intended third party beneficiary of these Restrictive Covenants. Other than the City, no third party beneficiaries are intended, and the only parties who are entitled to enforce the provisions of these Restrictive Covenants are Agency, City, Owner and their respective successors and assigns.

20. Term. The "Term" of these Restrictive Covenants shall commence on the Date of Restrictive Covenants and shall expire on the date that is fifty-five (55) years from the date of the City's issuance of a final certificate of occupancy for the Commercial Space and the Housing Project.

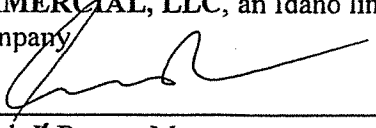
The Covenants contained in Sections 1 (but not Sections 1.3 and 1.5, which shall terminate as set forth therein), 5, 6, 7, 8, 9, 11 and 12 shall remain in effect until the expiration of the Term of these Restrictive Covenants. The Covenants described in Section 4 shall remain in effect until Agency issues the Commercial Space Certificate of Completion and Release of Construction Covenants. The Covenants described in Sections 2, 3 and 10 shall remain in effect in perpetuity.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed these Restrictive Covenants as of the Date of Restrictive Covenants.

COMMERCIAL PARCEL OWNER:

TPC COMMERCIAL, LLC, an Idaho limited liability company

By: 

Caleb J. Roope, Manager

AGENCY:

PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____

John Lollis, Executive Director

ATTEST:

Agency Secretary

IN WITNESS WHEREOF, the parties hereto have executed these Restrictive Covenants as of the Date of Restrictive Covenants.

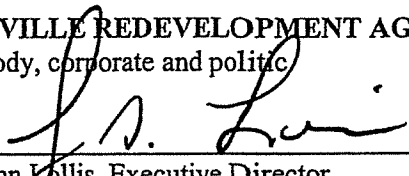
COMMERCIAL PARCEL OWNER:

TPC COMMERCIAL, LLC, an Idaho limited liability company

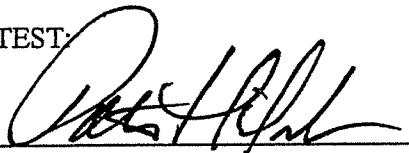
By: _____
Caleb J. Roope, Manager

AGENCY:

PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By:  _____
John Ellis, Executive Director
D.

ATTEST:



Agency Secretary

STATE OF ~~CALIFORNIA~~ IDAHO)

COUNTY OF ADA)

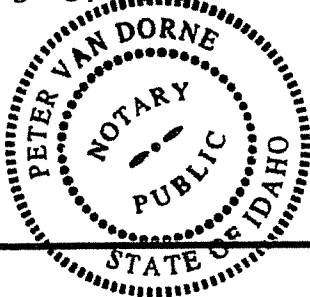
) ss.

On SEPTEMBER 28, 2010, before me, PETER VAN DORNE, Notary Public,
(Print Name of Notary Public)

personally appeared CALEA DORNE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Commission Expires 7/26/2011

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)

COUNTY OF Tulare)

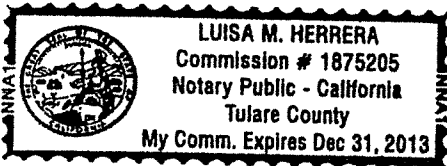
ss.

On Sept. 30, 2010, before me, Luisa M. Herrera, Notary Public,
(Print Name of Notary Public)

personally appeared John D. Lollis and Patricia Hildreth

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Luisa M. Herrera
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Restrictive Covenants

Title Or Type Of Document

20

Number Of Pages

9/30/2010

Date Of Documents

Caleb J. Roope

Signer(s) Other Than Named Above

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF COMMERCIAL PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1

Parcel 2 of Parcel Map No. 5004 recorded September 29, 2010 in Book 51 Page 10 of Parcel Maps, Tulare County Records.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use thereof by the grantee, its successors and assigns, as reserved in there deed recorded July 23, 1998 as Document No. 1998-0051538 of Official Records.

Parcel 2

An easement for ingress, egress and parking over Parcel 1 of Parcel Map No. 5004 recorded September 29, 2010 in Book 51 Page 10 of Parcel Maps as contained in Parcel Map No. 5004 and as further described in a document entitled "Easement Maintenance and Use Agreement" by and between Porterville Housing Partners, L.P., a California limited partnership and TPC Commercial, LLC, an Idaho limited liability company recorded Oct 19, 2010 as document no. 2010-0064179 Tulare County Records.

APN: 252-193-004, 252-193-005

Attachment No. 1

1-1



March 16, 2017

Julie Phillips
Porterville Redevelopment Agency
291 N. Main Street
Porterville, CA 93257

Re: Restrictive Covenants (Villa Siena Commercial Space) dated 10.19.2010

Dear Ms. Phillips:

Per the above mentioned Restrictive Covenants between TPC Commercial LLC and the Porterville Redevelopment Agency governing the commercial building located within the Villa Siena Apartments complex, Agency approval is required to transfer ownership of the Commercial Parcel to another owner. This letter constitutes notice that we are seeking Agency approval for this transfer.

TPC Commercial is under contract with Dr. Stanton E. Schuler, DDS, to purchase the Commercial Parcel, and to occupy the building with a general dental practice. Dr. Stanton has been practicing in Colorado and California for 10 years, and has secured conditional approval for financing from Bank of America not only for the purchase of the Commercial Parcel, but also for his equipment, leasehold improvements and working capital to start practicing in the new space.

The shell and core building on the Commercial Parcel has been vacant since it was constructed years ago, despite continual efforts by TPC Commercial to lease or sell it, and we are excited that Dr. Schuler desires to start his practice here. We think that a dental office is a premium use of the building and is beneficial to the tenants at Villa Siena and the neighborhood in general. As opposed to other general office uses, the commitment to install medical tenant improvements to the building is an upgrade to the property that will produce a long-term, high-quality business environment.

Thank you for considering the transfer of the commercial parcel to Dr. Schuler under the Restrictive Covenants, and we are happy to discuss any issues you may have. I can be reached directly at 208.908.4886 or markm@tpchousing.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark D. McAllister", with a stylized flourish at the end.

Mark D. McAllister
Commercial Asset Manager

Attached:

Stanton Schuler DDS Resume
Bank of America Financing Approval Letter dated 2.3.2017

1421 Betsy Place
Exeter, CA 93221

Cell: (909) 663-7966
Email: iloveteeth@aol.com



Stanton Schuler DDS

Objective

AEGD

Experience

04/12 to current Barnes Dental Surgery Center Visalia, CA
Dental Surgery Center

- Provided both anesthesia and dental services

04/12 to 1/14 The Children's Dental Surgery Center Visalia, CA
Dental Surgery Center

- Provided both anesthesia and dental services

04/09 to 3/12 University of Colorado Aurora, CO
Anesthesia Group Practice (UPI)

- Contracted for dental anesthesia services at The Children's Hospital

07/07 to 11/08 Dental Anesthesia Solutions Ripon, CA
Anesthesia Private Practice

- Practiced as independent contractor for several dental offices

Education

Post Graduate (Dental Anesthesia)

07/05 to 07/07 Loma Linda University Loma Linda, CA

Professional Degree (DDS)

09/01 to 06/05 Loma Linda University Loma Linda, CA

References

1. Dr. Alfaiyaz Ibrahim, DDS - Pediatric Dentist - (720) 560-1774
2. Dr. Richard Barnes, DDS - Dentist - (559) 967-5428
3. Dr. Charles Ricks, DDS - Dentist - (559) 901-0080

Professional Organizations

Tulare-Kings Dental Society - American Dental Association – California
Dental Association – American Society of Anesthesiologists – California
Society of Pediatric Dentistry – American Dental Society of
Anesthesiology – American Academy of Pediatric Dentistry