CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 15, 2017, 5:30 PM

Call to Order
Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 240-070-018, 240-070-008, and 247-070-016. Agency Negotiator: John Lollis and Mike Reed. Negotiating Parties: City of Porterville and Alan and Elizabeth Changala. Under Negotiation: Terms and Price.

2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 255-190-022 and 254-010-059. Agency Negotiator: John Lollis and Mike Reed. Negotiating Parties: City of Porterville and Greg L. and Cinda D. Woodard. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 271-060-027. 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: 260-235-006 and 260-242-016. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Greg Shelton and Steve Penn. Under Negotiation: Terms and Price.

5 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, Che Johnson, and Matt Pierce. Employee Organizations: Porterville City Employees Association, Porterville City Firefighters Association, Fire Officer Series, and all Unrepresented Management Employees.

6 - Government Code Section 54956.95 -- Liability Claim: Claimant: Brian Hitt. Agency claimed against: City of Porterville.

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

8 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases.

9 - Government Code Section 54957 - Public Employee Evaluation - Title: City Manager.
10 - Government Code Section 54957 - Public Employee Evaluation - Title: City Attorney.

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

Pledge of Allegiance Led by Vice Mayor Ward
Invocation

PRESENTATIONS

Employee of the Month - Griselda Hurtado

AB 1234 REPORTS

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

1. Tulare County Economic Development Corp. (TCEDC) - August 9, 2017

REPORTS

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

I. City Commission and Committee Meetings
   1. Parks & Leisure Services Commission - August 3, 2017
   2. Library & Literacy Commission - August 8, 2017
   3. Arts Commission
   4. Animal Control Commission - August 14, 2017
   5. Youth Commission
   6. Transactions and Use Tax Oversight Committee (TUTOC)

II. Staff Informational Reports
   1. Water Conservation Phase III Status Update
   2. Tulare County Economic Development Corporation Update

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. City Council Minutes of July 18, 2017

Re: Considering approval of the draft minutes of July 18, 2017.

2. Authorization to Negotiate a Contract - Biological Odor Control System Project

Re: Considering authorization to negotiate a "not to exceed" $1,135,500 equipment and installation contract with Bio Air Solutions, LLC. for the purchase and installation of an odor control system at the City's Wastewater Treatment Facility.

3. Authorizing the Retention of Legal Counsel for Water Rights Expertise

Re: Authorizing the retention of Christopher L. Campbell of Baker, Manock and Jensen, at a rate of $300 per hour, for water rights expertise for project-specific water issues.

4. Ratification of Authorizing Council Member Hamilton to serve as Mayor Pro Tem during the Months of June and July, 2017

Re: Ratifying authority of Council Member to Serve as Mayor Pro Tem in the absence of Mayor and Vice Mayor.

5. Memorandum of Understanding Between the City of Porterville and San Joaquin Valley Unified Air Pollution Control District For Grant Administration Services

Re: Considering approval of a Memorandum of Understanding between the San Joaquin Valley Unified Air Pollution Control District and the City of Porterville for grant administration services.

6. Authorization to set Public Hearing for Adoption of Resolution of Necessity APN 255-190-022

Re: Considering approval to set a public hearing to consider an adoption of Resolution of Necessity for the acquisition of Assessor Parcel Number 255-190-022 for the regularly scheduled City Council meeting of September 19, 2017.

7. Approval for Community Civic Event – Family Health Care Network – 17th Annual Health Fair and El Dia de la Familia y Feria de Salud 2017 – October 8, 2017

Re: Considering approval of an event to take place on Sunday, October 8, 2017, from 11:00 am to 3:00 pm., at Veteran’s Park.

8. Amendment to the Employee Pay and Benefit Plan -- Porterville City Employees Association

Re: Considering approval of a resolution amending the Employee Pay & Benefit Plan for Porterville City Employees Association employees pursuant to the signed Memorandum of Understanding.

9. Amendment to Employee Pay and Benefit Plan -- Unrepresented Management Employees

Re: Considering approval of a resolution to amend the Employee Pay and Benefit Plan to account for changes pertaining to Unrepresented Management Employees.

10. Authorization to Schedule Joint City Council/City Commission Meetings

Re: Authorizing staff to schedule joint meetings of the City Council with the Animal Control Commission and Library & Literacy Commission.

11. Request for Proclamation - Constitution Week - September 17-23, 2017

Re: Considering approval of a request to proclaim September 17-23, 2017, as "Constitution Week."

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

PUBLIC HEARINGS

12. Consideration of a Conditional Use Permit to Allow a Religious Facility at 2440 W. Henderson Avenue (Continued from July, 18, 2017, and August 1, 2017 City Council Meetings)

Re: Consideration of a conditional use permit to allow the use of a religious facility at 2440 W. Henderson Avenue.

13. General Plan Amendment and Zone Change for 185 N. D Street as a Governmental Use Facility

Re: Consideration of General Plan Amendment 2017-034 and a change in zoning from DR-D (Downtown Retail D-Street Corridor) to Public Semi-Public for the recently acquired city property; and considering existing lease agreements at the facility.

SCHEDULED MATTERS

14. Short Range Transit Plan - Proposed Planned Improvements

Re: Consideration of the proposed plan to restructure Porterville Transit.

15. Designation of Voting Delegates and Alternate for League of California Cities 2017 Annual Conference

Re: Considering the designation of a voting member and alternate for the League of California Cities Annual Business Meeting to take place at the Annual Conference in Sacramento, on September 15, 2017.

16. Status and Review of Declaration of Local Emergency

Re: Consideration of the continuance of the Declaration of Local Emergency.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of September 5, 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 – AUGUST 15, 2017

SUBJECT: 1. Water Conservation Phase III Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City has transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of May 23, 2017. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase III plan, the City has provided additional watering days, a two day per week watering schedule based on address. If an address ends with an "odd" number, the watering days are Tuesday and Saturday; if an address ends with an "even" number, the watering days are Wednesday and 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, Thursday, or Friday. Watering of outdoor landscape is prohibited during, and within 48 hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to $500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of July 2017 show that a total of 93 Notice of Violations were issued for water wasting; 16 Administrative Citations were issued.

Water production for July 2017 was equal to the 5-year average. The production for the month of July 2017 was 430 million gallons, which when compared to the production for the month of July 2013 of 533 million gallons, equates to a 19.4% reduction. Residential consumption for July 2017 was 166 gallons per capita per day (GPCD).

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

Management Act (SGMA).

The City will continue to track cumulative conservation totals as well as monthly reporting data, comparing water production totals from 2013 to 2015 through current. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. The cumulative total for the City of Porterville's conservation efforts will reflect June 2015 through July 2017. Porterville's cumulative total conservation through July 2017 is 27.46%.

Following unprecedented water conservation and plentiful winter rain and snow, on April 7, 2017, Governor Edmund G. Brown Jr. ended the Drought State of Emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices such as watering during or right after rainfall. Executive Order B-40-17 lifts the drought emergency in all California counties except Fresno, Kings, Tulare, and Tuolumne, where emergency drinking water projects will continue to help address diminished groundwater supplies.

The Governor’s executive order directs the State Water Board to lift the specific conservation provisions of its drought emergency regulations but to keep in place the temporary requirements for monthly water use reporting and prohibitions against wasteful water use practices while the Board works to develop permanent reporting and wasteful use regulations. The temporary requirements will remain in effect until Nov. 25, when the emergency regulation expires. The current prohibitions against wasteful water use practices include outdoor watering during or within 48 hours after a rain event; hosing down a sidewalk instead of using a broom or a brush; and over-watering a landscape to where water is running off onto the sidewalk or into the gutter. The long-term conservation framework, also released on April 7, 2017 includes recommendations to establish permanent water conservation standards and improved agricultural and urban water management planning to better prepare for more frequent and severe droughts due to climate change. These actions will help achieve a top priority of the California Water Action Plan - to improve long-term drought preparedness and “Make Conservation a California Way of Life.”

RECOMMENDATION: Informational Only

ATTACHMENTS:
1. Monthly Production Status July 2017
2. Drought Response Phase III Flyer

Appropriated/Funded:

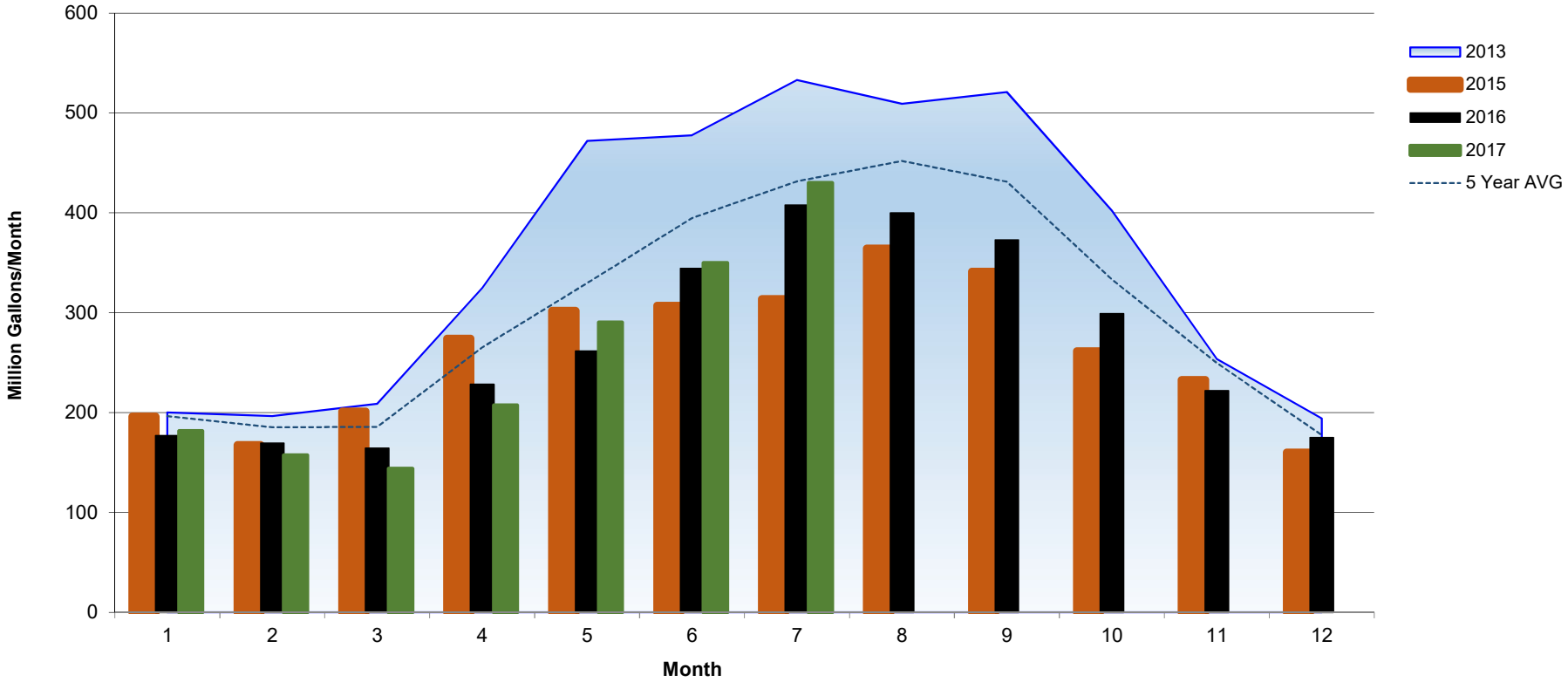
Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

Monthly Production Status & Cumulative Total June 15/16 Through July 2017 Production Comparison to 2013 & 5 Year Average



Cumulative Total 27.5%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%					

Percent Comparison to 2013 Production

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.

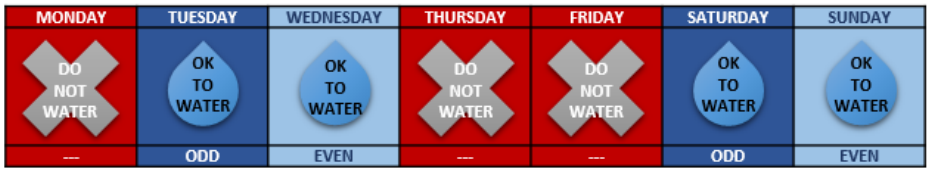
The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

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



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 – AUGUST 15, 2017

SUBJECT: 2. Tulare County Economic Development Corporation Update

SOURCE: City Manager's Office

COMMENT: A Special Meeting of the Board of Directors for the Tulare County Economic Development Corporation was conducted on Wednesday, August 9th, the primary purpose of which was for the Board to discuss the financial support structure of the organization. As the Council is aware, the TCEDC is comprised of the eight (8) incorporated cities in Tulare County, as well as a number of private sector contributors. Prior to this meeting, the City of Farmersville had requested a waiver of its annual dues of $6,459 for the 2017-2018 fiscal year due to financial hardship, which the Board approved at its July 26th meeting. Also at the July 26th meeting, the City of Exeter reported that its Council had acted to not pay its annual dues of $8,403 due to financial hardship. In addition, the City of Visalia is seeking a reduction of its annual dues of $165,593, which in combination with the approximate $15,000 impact due to Exeter and Farmersville, the Board conducted the Special Meeting to determine the organization's financial position going forward.

During the meeting, the city representatives spoke of the financial challenges they are currently facing, especially the smaller cities, but all spoke to the significant concern for the approaching 3-year PERS employer contribution increases due to the reduction in the PERS investment discount rate from 7.50% to 7.00% that begins with the upcoming 2018-2019 fiscal year. The Council may recall that the City of Porterville is planning for a $785,000 increase in its PERS employer contributions in the 2018-2019 fiscal year, a $850,000 increase in the 2019-2020 fiscal year, and a $1.1 million increase in the 2020-2021 fiscal year, for a combined 3-year total increase of $2.735 million.

Currently, the TCEDC budget is approximately $400,000, of which the public sector members contribute $330,000, and the private sector members contribute $45,000. The dues formula for the public sector members is a combination of the respective percentage of the county's incorporated population, property tax base, and sales tax receipts. The City of Porterville's annual dues amount to $49,423.

The Council may recall that the County of Tulare withdrew from the TCEDC beginning in 2014-2015 fiscal year, which the County rejoined this fiscal year at a limited basis of $10,000. Given the recognition that the County is the only local governmental entity that financially benefits from every economic development project that occurs in Tulare County, it has been indicated by members of the County Board of Supervisors that its participation and financial support for the TCEDC is expected to increase in the coming years, which would greatly assist in the future financial position of the organization.

After much deliberation and discussion, the Board acted to advance $100,000 from its reserves to assist in funding a reduced dues structure, with the emphasis to continue focusing on the programs and services provided by the TCEDC, as well as the ongoing financial commitments of its members. The newly-approved dues structure is enclosed, which includes the City of Porterville receiving a $15,748 reduction ot its dues this year, for a total of $33,675.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Public Sector Funding Formula

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

	Current Distribution	FY 2017-18 w/o Exeter & Farmersville	FY 2017-18 Revised by Board	Difference
Dinuba	21,615	21,615	14,728	(6,887)
Exeter	8,403			-
Farmersville	6,459			-
Lindsay	7,543	7,543	5,140	(2,403)
Porterville	49,423	49,423	33,675	(15,748)
Tulare	65,305	65,305	44,497	(20,808)
Visalia	165,593	165,593	112,829	(52,764)
Woodlake	4,360	4,360	2,971	(1,389)
	328,701	**313,839**	**$ 213,839**	**$ (100,000)**

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: City Council Minutes of July 18, 2017

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of July 18, 2017, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of July 18, 2017.

ATTACHMENTS: 1. Draft Minutes of July 18, 2017

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 18, 2017, 5:30 PM

Called to Order at 5:35 p.m.

Roll Call: Council Member Martha Flores, Council Member A. Monte Reyes, Council Member Cameron Hamilton, Vice Mayor Brian Ward (called in during Closed Session), Mayor Milt Stowe (arrived during Closed Session)

ORAL COMMUNICATIONS

- Richard Sanchez, Porterville, requested full reimbursement of costs for improvements made concession stand at Zalud Park.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 259-040-037. Agency Negotiator: John Lollis and Mike Reed. Negotiating Parties: City of Porterville and Smee Builders. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: Along Poplar Avenue, south and adjacent to APN 260-300-028 and APN 260-300-029. Agency Negotiator: John Lollis and Mike Reed. Negotiating Parties: City of Porterville and CZEM Partners LLC. Under Negotiation: Terms and Price.

3 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, Che Johnson, and Matt Pierce. Employee Organizations: Management and Confidential Series, Porterville City Employees Association, Public Safety Support Unit, Porterville City Firefighters Association, and Fire Officer Series.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: The Estate of Maureen Hamilton. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: Abel Saldana. Agency claimed against: City of Porterville.

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

7 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.

City Attorney Lew indicated that Council Member Hamilton would be abstaining from Item No. A-5, which would be continued to the next meeting.

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

City Attorney Lew reported action pertaining to A5, as follows:

A-5. On a MOTION made by Council Member Hamilton, and SECONDED by Council Member Reyes the City Council authorized payment of an additional $490 to settle the claim.

Documentation: M.O. 01-071817
Disposition: Approved

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

PRESENTATIONS

Employee of the Month - John Pruitt
Employee Service Award

AB 1234 REPORTS

1. TULARE COUNTY ECONOMIC DEVELOPMENT CORP. (TCEDC) - JUNE 28, 2017
   Council Member Reyes stated that he was not able to attend due to being out of town. City Manager Lollis, who had attended, reported on receipt of monthly reports, notification from the cities of Exeter and Farmersville of their inability to continue participation in the EDC, and review of the EDC's function and cost.

2. TULARE COUNTY HOMELESSNESS TASK FORCE - JUNE 29, 2017
   City Manager Lollis reported on discussion pertaining to the issue of a shortage of landlords willing to house homeless tenants.

3. LOCAL AGENCY FORMATION COMMISSION (LAFCO) - JULY 12, 2017
   Council Member Hamilton reported on the consideration of a City of Visalia annexation, cancellation of the next meeting, and discussion of a recent Superior Court ruling that found hospital/healthcare districts were subject to LAFCO review for the provision of extra territorial services.

REPORTS

I. CITY COMMISSION AND COMMITTEE MEETINGS
   1. Parks & Leisure Services Commission - Summer Hiatus
   2. Library & Literacy Commission - Summer Hiatus
   3. Arts Commission – no report.
   4. Animal Control Commission – July 10, 2017
   Vice Chair Penaloza presented a report of statistics pertaining to Animal Control activity.
   5. Youth Commission – Summer Hiatus
   6. Transactions and Use Tax Oversight Committee (TUTOC) – no report.

II. STAFF INFORMATIONAL REPORTS
   1. Water Conservation Phase III Status Update
   2. Change of Color of Fire Department Apparatus

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, informed the Council that AMVETS was a resource for homeless veterans.
- Jerry Noble, Porterville, expressed a number of concerns pertaining to road conditions and traffic violations he has observed, and requested increased enforcement by the Police Department. He added that more police personnel were needed and expressed support for a local tax to fund them.

CONSENT CALENDAR

There were no items pulled from the Consent Calendar, but it was noted that Vice Mayor Ward would be abstaining from Item No. 5, specifically Area 458.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve Items Nos. 1-13, noting Vice Mayor Ward's abstention from Item No. 5 (Area 458 only). The motion carried unanimously.

1. CITY COUNCIL MINUTES OF MAY 16, 2017, JUNE 6, 2017, AND AMENDED MINUTES OF DECEMBER 20, 2016

Recommendation: That the Council approve the draft Minutes of May 16, 2017, June 6, 2017, and amended minutes of December 20, 2016.

Documentation: M.O. 02-071817
Disposition: Approved.

2. AUTHORIZATION TO PURCHASE EQUIPMENT BY NEGOTIATION

Recommendation: That the City Council authorize the purchase by negotiation of the equipment listed and authorize payment for said equipment upon satisfactory delivery.

Documentation: M.O. 03-071817
Disposition: Approved.

3. REPLACEMENT OF POLICE DEPARTMENT MOTOROLA RADIO BASE STATIONS

Recommendation: That the City Council approve a purchase in the amount of $12,151.80 from J's Communications for the replacement and installation of Motorola radio base stations.

Documentation: M.O. 04-071817
Disposition: Approved.

4. APPROVAL OF RESOLUTION AUTHORIZING THE FILING OF RSTP EXCHANGE PROGRAM FUND CLAIM FOR THE FISCAL YEAR 20162017

Recommendation: That the City Council authorize and direct the Finance Director to sign and submit the FY 2016-2017 RSTP Exchange Program fund claim to the Tulare County Association of Governments on behalf of the City of Porterville in the amount of $603,158.

Documentation: Resolution No. 36-2017
Disposition: Approved.

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

Recommendation: That the City Council adopt the resolutions ordering the continued assessments for Districts 458, 455A and 459A and C for the 2017/2018 tax years.

Documentation: Resolution Nos. 37-2017; 38-2017; and 39-2017
Disposition: Approved.

6. LABORATORY INSTRUMENT SERVICE CONTRACT

Recommendation: That the City Council:
1. Approve the service contract with Agilent Technologies for one (1) year; and
2. Authorize payment for these services from the laboratory operating budget.

Documentation: M.O. 05-071817
Disposition: Approved.

7. OUTOF-STATE TRAVEL - GREENPOWER ELECTRIC TRANSIT BUSES IN-PLANT INSPECTIONS

Recommendation: That the City Council approve an out-of-state travel request to allow Field Services Shop Superintendent Russell Isom and Transit Manager Richard Tree to perform in-plant inspections on GreenPower electric buses in Xiamen, China at an estimated cost of $13,000 to be reimbursed by grant funds.

Documentation: M.O. 06-071817
Disposition: Approved.

8. RENEWAL OF AIRPORT LEASE AGREEMENT - LOT 46C

Recommendation: That City Council approve the extension of the Lease Agreement between the City of Porterville and Mr. Mike Quatacker of Porterville, CA, for Lot 46C at the Porterville Municipal Airport.

Documentation: M.O. 07-071817
Disposition: Approved.

9. RENEWAL OF AIRPORT LEASE AGREEMENT - LOT 49B

Recommendation: That City Council approve the extension of the Lease Agreement between the City of Porterville and Mr. Mike Quatacker of Porterville, CA, for Lot 49B at the Porterville Municipal Airport.

Documentation: M.O. 08-071817
Disposition: Approved.

10. JAYE STREET BRIDGE BUDGET AUGMENTATION

Recommendation: That City Council:

1. Authorize the augmentation of Emmett's Excavation construction contract by $539,044.45;
2. Authorize the augmentation of VSCE's service agreement by $227,344.74;
3. Authorize the augmentation of TRC's service agreement by $47,593; and
4. Authorize the augmentation of City's administration costs by $41,240.66.

Documentation: M.O. 09-071817
Disposition: Approved.

11. AUTHORIZATION TO ROLL WEED ABATEMENT BALANCES, UNPAID UTILITY ACCOUNTS AND DELINQUENT LOAN AGREEMENTS TO THE PROPERTY TAX ROLLS

Recommendation: That the City Council adopt the attached resolution authorizing the County Auditor to place the weed abatement balances, unpaid utility accounts and delinquent loan agreements on the 20172018 property tax rolls for collection.

Documentation: Resolution No. 40-2017
Disposition: Approved.

12. APPROVAL OF REORGANIZATION WITHIN THE ENGINEERING AND BUILDING DIVISIONS OF THE PUBLIC WORKS DEPARTMENT

Recommendation: That the City Council:

1. Approve the creation of a new Permit Technician classification at Salary Range 177 ($3,8324,676);
2. Approve the creation of a new Public Works Inspector II classification at Salary Range 196 ($4,6305,651);
3. Approve the creation of a new Assistant Construction/Project Manager at Salary Range 203 ($4,9646,059);
4. Approve the allocation of one Administrative Analyst I/II classification; and
5. Authorize Administrative Services staff to amend such personnel documents and commence meet and consult activities as may be necessary to effectuate such proposed changes.

Documentation: M.O. 10-071817
Disposition: Approved.

13. AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN -- MANAGEMENT & CONFIDENTIAL SERIES

Recommendation: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to Management and Confidential Employees.

Documentation: Resolution No. 41-2017
Disposition: Approved.

PUBLIC HEARINGS

14. LANDSCAPE AND LIGHTING DISTRICT ANNUAL ASSESSMENTS

Recommendation: That the City Council:

1. Conduct a public hearing on the 2017-2018 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2017-2018 fiscal year.

City Manager Lollis introduced the item, and Parks and Leisure Services Director Donnie Moore presented the staff report.

The Public Hearing was opened at 7:16 p.m.

- Brock Neeley, Porterville, stated that the block wall to the west of Monache High School was an eye sore, and inquired if it was part of a Landscape Maintenance District.

Mayor closed the Public Hearing at 7:17 p.m., and staff advised that the block wall was not part of a Landscape Maintenance District.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2017-2018 fiscal year. The motion carried unanimously.

Documentation: Resolution No. 42-2017
Disposition: Approved.

15. CONDITIONAL USE PERMIT FOR THE RIVER CHURCH LOCATED AT 2440 W. HENDERSON AVE.

Recommendation: That the City Council adopt the draft resolution approving the establishment of The River Church at 2440 W. Henderson Avenue in the RM-3 Zone District.

City Manager Lollis introduced the item, and Community Development Director Jenni Byers presented the staff report. Following the report, City Attorney Lew advised of a recent event held at the location and recommended that the Council continue the item to look into the activity.

The Public Hearing was opened at 7:25 p.m.

- Mark Hillman, applicant's agent, stated that he had no information regarding the recent event; expressed concern regarding the first condition that pertained to landscape; and indicated that there were two churches.

In response to Mr. Hillman's comments, staff provided clarification and indicated that the language would be amended and inquired about the number of churches to occupy the building.

The Public Hearing was continued to the meeting of August 1, 2017.

Documentation: None
Disposition: Item continued to August 1, 2017.

16. GENERAL PLAN AMENDMENT FOR PORTERVILLE TOWN CENTER AND ADJACENT PROPERTIES FROM COMMERCIAL MIXED USE TO RETAIL CENTERS (CONTINUED FROM JUNE 6, 2017)

Recommendation: That the City Council adopt the draft resolution approving General Plan Amendment 2017-022, an amendment to the Land Use element of the General Plan amending the classification of ten parcels from Commercial Mixed Use to Retail Centers.

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

The Public Hearing was opened at 7:33 p.m. Seeing no one, the Mayor was closed at 7:33 p.m.

COUNCIL ACTION: MOVED by Council Member Martha Flores, SECONDED by Council Member A. Monte Reyes that the City Council adopt the resolution approving General Plan Amendment 2017-022, an amendment to the Land Use element of the General Plan amending the classification of ten parcels from Commercial Mixed Use to Retail Centers. The motion carried unanimously.

Documentation: Resolution No. 43-2017
Disposition: Approved.

The Council took a five minute recess at 7:35 p.m.

SCHEDULED MATTERS

17. CONSIDERATION OF APPOINTMENTS TO THE ARTS COMMISSION AND MEASURE R CITIZENS' OVERSIGHT COMMITTEE

Recommendation: That the City Council consider the appointment of three individuals to the City's Arts Commission (two to serve 3-year terms, and one to the student seat with a 1-year term); and one individual to serve a 4-year term on the Measure R Citizens' Oversight Committee.

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

COUNCIL ACTION: MOVED by Council Member Martha Flores, SECONDED by Council Member Cameron Hamilton that the City Council appoint Donna Serna and Mariza Serrano to three year terms on the Arts Commission, Dalia Gonzalez to the one year youth term on the Arts Commission, and Gary Ingraham to a four year term on the Measure R Citizens' Oversight Committee. The motion carried unanimously.

Documentation: M.O. 10-071817
Disposition: Approved.

18. MEASURE R EXPENDITURE PLAN AMENDMENT NUMBER 4

Recommendation: That the City Council:
1. Approve the draft resolution affirming the City Council's support of the proposed amendment to the 2006 Measure R Expenditure Plan;
2. Authorize the Mayor and City Manager to execute the resolution; and
3. Direct the City Clerk to transmit the executed resolution to Tulare County Transportation Authority for consideration.

City Manager Lollis introduced the item, and Acting Public Works Director Mike Reed presented the staff report. Following the report, the City Manager updated the Council on action taken by other agencies to date.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council adopt the resolution affirming the City Council's support of the proposed amendment to the 2006 Measure R Expenditure Plan; authorize the Mayor and City Manager to execute the resolution; and direct the City Clerk to transmit the executed resolution to Tulare County Transportation Authority for consideration. The motion carried unanimously.

Documentation: Resolution No. 44-2017; and M.O. 11-071817
Disposition: Approved.

19. CONDITIONAL USE PERMIT REVIEW FOR GALAXY 9 THEATRE (PRC 2016-041-M)

Recommendation: That the City Council consider staff's report in the review of whether the applicant has met adequate measures to control alcohol consumption and customer activities inside the building.

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

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Cameron Hamilton that the City Council review the Conditional Use Permit every three years or annually if issues requiring police intervention arise. The motion carried unanimously.

Documentation: M.O. 12-071817
Disposition: Approved.

20. ADOPTION OF ANNUAL APPROPRIATION LIMIT

Recommendation: That the City Council approve the draft resolution adopting the appropriation limit of $67,836,078 for the 2017-2018 fiscal year.

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

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve the draft resolution adopting the appropriation limit of $67,836,078 for the 2017-2018 fiscal year. The motion carried unanimously.

Documentation: Resolution No. 45-2017
Disposition: Approved.

21. CONSIDER POCKET PARKS IN NEW RESIDENTIAL DEVELOPMENT

Recommendation: That the City Council consider pocket parks as an amenity of new residential development.

City Manager Lollis introduced the item and the staff report was waived.

The Mayor requested the Item Nos. 21 and 22 be continued in light of Vice Mayor Ward being out of town, and the Council concurred.

Community Development Director Jenni Byers spoke of staff's desire to explore master planning for parks, bike, and pedestrian projects.

Documentation: None
Disposition: Item continued to August 1, 2017.

22. CONSIDER COMMUNITY SWIMMING POOLS IN NEW RESIDENTIAL DEVELOPMENT

Recommendation: That the City Council consider community swimming pools as an amenity of new residential development.

Documentation: None
Disposition: Item continued to August 1, 2017.

23. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

Recommendation: That the City Council:

1. Receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration; and
2. Approve the use of the splash pad at Fallen Heroes Park as a designated cooling area for public health and safety purposes.
3. City Manager Lollis introduced the item and presented the staff report.

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

With regard to use of the splash pad as a cooling center, staff addressed questions from the Council regarding conservation goals, an appropriate schedule, and demand on the system. It was suggested that the Mayor be given the authority to authorize use of the splash pad for public health and safety purposes. The Council directed staff to develop a policy for use of the splash pad and bring the item back for the Council's consideration.

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

Documentation: M.O. 13-071817
Disposition: Approved.

ORAL COMMUNICATIONS
None

OTHER MATTERS

- Council Member Flores thanked the Fire Department personnel for their efforts on mutual aid requests; thanked the Police Department for their continued service to the community; spoke of her attendance at the two KJUG Free Concert Series events, noting the final concert would be on July 29, and the veterans' memorial groundbreaking at Porterville College; and spoke of the upcoming Chamber After Hours event at The Oak Pit.
- Council Member Hamilton spoke of his attendance at the Barn Theater Hoscars, an upcoming production starring Criminal Minds star Kirsten Vangsness, and the veterans' memorial groundbreaking. He thanked the local Rotarians, and stated that he was pleased to see the Mayor in attendance and would continue praying for him.
- Council Member Reyes also thanked Fire for their mutual aid efforts, and spoke of the effects fires have on our air quality.
- Mayor Stowe thanked the Council for its support.
- Vice Mayor Ward also stated that he would be praying for the Mayor; indicated that he missed the Council; and bragged that the highs in Scotland were in the mid-60s.
- City Manager Lollis spoke of the success of Freedom Fest and the return of the Farmers Market to Main Street; lauded Parks and Leisure Services Director Donnie Moore and his staff for its execution and efforts pertaining to Freedom Fest, the KJUG Concert Series and Summer Night Lights; wished Mr. Moore a happy birthday; and stated that Public Works Director Mike Reed also had a birthday on Wednesday.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 8:14 p.m. to the meeting of August 1, 2017.

_____

Luisa M. Zavala, Deputy City Clerk

SEAL

_____

Milt Stowe, Mayor

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Authorization to Negotiate a Contract - Biological Odor Control System Project

SOURCE: Public Works

COMMENT: On October 21, 2014, Council authorized the Public Works Director to negotiate a design and an equipment installation contract with BioAir Solutions, LLC. The project scope required that BioAir design and install the odor control system. BioAir Solutions is the leading provider of biological odor control systems.

BioAir Solutions has completed the design and specifications, and the Plans and Project Specifications are available in the Pete V. McCracken Conference Room for Council's review.

BioAir Solutions submitted a Proposal of $1,135,500 for the equipment installation phase. It is anticipated that an additional $56,775 is required for construction management, quality control, and inspection services (5.0%). The total estimated cost for the project is $1,192,275.

Staff recommends approving the proposal with BioAir Solutions. This project is funded by the WWTF Capital Reserve.

RECOMMENDATION: That City Council:

1. Authorize the Public Works Director to negotiate a "not to exceed" $1,135,500 equipment installation contract with Bio Air Solutions, LLC;
2. Authorize staff to make an initial down payment of 15%;
3. Authorize progress payments up to 100% of the contract amount; and
4. Authorize an additional 5.0% for construction management, quality control, and inspection services;

ATTACHMENTS: 1. Bio Air Proposal

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

July 25, 2017

Robert Alvarez
City of Porterville
Porterville, CA 93257
Phone: 559-782-7501

Doc. No. : LT17071
BioAir Project No. : P14115a
Reference : Odor Control Equipment Installation for City of Porterville

Dear Mr. Alvarez,

BioAir Solutions, LLC ("BioAir") agrees to provide all equipment and related services per the terms of our attached Report No. P14115 – Odor Control Equipment Installation Package, dated 16 June 2017 ("Proposal"), with the following clarifications:

1. The Total Price for the Equipment, Manufacturers Services, Documentation and Warranties as detailed in our Scope of Supply shall be **$1,135,500.00**.
    - Please note that this price *includes* the optional Payment/Performance Bond detailed in Section 5 of the Proposal.

2. BioAir will deliver custom equipment to the job site at times suitable for its installation schedule. If any equipment deliveries are delayed by Porterville for any reason, then Porterville agrees to pay to BioAir the amounts due for said equipment per an agreed-upon Schedule of Values, on the date said equipment was originally due for delivery.

Please indicate your approval and acceptance of the contents of this letter by signing and returning one (1) executed copy to BioAir, upon receipt of which I will return a fully executed copy for your records.

Feel free to contact me should you have any questions. We look forward to working with the City of Porterville on this project.

Sincerely,
BioAir Solutions, LLC

By: _____
Steve Murphy
Manager – Business Administration

Accepted and Approved:
City of Porterville

By: _____
Name:
Date:

Enclosed:

- BioAir Report No. P14115 – Odor Control Equipment Installation Package, dated 16 June 2017

BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

16th June 2017

P14115 - Porterville Odor Control Equipment Installation Package
Porterville, California

Mr. Robert C. Alvarez
City of Porterville WWTF Superintendent
Porterville, CA 93257
Ph: 559-782-7501
Fx: 559-783-1419

Re: City of Porterville Service Agreement dated 5 May, 2015
Odor Control Design & Equipment Installation Document Package (R1)

Dear Mr. Alvarez,

As a continuation of the joint project development for the subject Service Agreement, BioAir is pleased to present the Odor Control Equipment Installation Package. This covers the turnkey design and installation package for the selected Option 7 per the previously submitted Engineering and Design Report. This package includes the odor control and cover designs, odor control installation drawings, and the governing specifications.

We request that you review the Equipment Installation Package and forward any questions that you may have. After your review, we propose a joint review meeting to make the appropriate decision on the direction chosen by the City.

Sincerely,

Bradley Smith
Manager – Project Execution

Cc: Dr. Louis le Roux, BioAir Solutions, LLC
John Sawyer, BioAir Solutions, LLC
Chris West, BioAir Solutions, LLC
Timur Dunaev, BioAir Solutions, LLC
Simon Morris, JBI Water & Wastewater Equipment

Enclosure Report No. P14115 – Odor Control Equipment Installation Package (R1)

BioAir Project No. P14115
Porterville Odor Control Equipment
Installation Package
16 June 2017

EcoFilter® EF84

Report No. P14115 – Odor Control Equipment Installation Package 16 June 2017

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1 Introduction

This Equipment Installation Package includes all of the design work done by BioAir Solutions to prepare plans for installation of an odor control system for the City of Porterville. All design scope and basis is done per the Option 7 list included in the odor study report delivered to Porterville per the original agreement.

BioAir has taken the Option 7 guidelines in partnership with a local Principle Engineer and his staff to develop a turnkey installation to address the odor issues for the city as detailed in the odor study originally published. This installation will consist of an EF84 odor control system, ventilation ductwork, coverage of the main sources (per Option 7) and all necessary items for a complete and high-quality installation to address all of the odor concerns and details as outlined in the Odor Study.

EcoFilter EF84 System:

The EcoFilter® system specified has been sized for the entire treatment of Option 7, including the future expansion for Claraetor #1. This system has been designed to treat all of the odor sources as shown in the BioAir odor study, with a conservative safety margin to ensure the city will have a successful and robust installation. The EcoFilter has been placed on a reinforced concrete pad near the Parshall Flume and fence line, as can be seen in Appendix D. Inlet TSE will be taken from a piping stub on the Grit Chamber, and routed underground to the pad. Drainage from the EcoFilter will be routed back underground to the plant inlet, where it will re-enter the process stream. This is a typical arrangement for systems of this type, as the drainage volume is a very small percentage of the overall water intake to the plant. More details on the design of the EcoFilter system can be found in Section 2.

Power will be taken from the existing VFD building MCC, and a new 20A feeder breaker will be installed in an existing opening. This 3-phase power will be trenched underground to the odor control pad and penetrate from underneath to a location on the pad. The EF84 system is a self-contained installation and all electrical and controls are contained within an electrical panel supplied with the system. This includes all of the necessary programming and monitoring in order to run the system automatically with no operator interventions during normal operations. A dry contact has been provided for signaling back to the plant SCADA such that any errors seen by the odor control PLC will be alerted to the main plant operators.

Headworks:
The current Inlet Headworks has existing 2” grating covering the inlet channels, and several additional sources of odor, such as the bar screen covers and the above-ground dumpster. This existing grating will be removed and disposed/recycled. Full coverage Fiberglass covers have been specified to drop into the existing concrete insets with provisions for the existing equipment such as level sensors, gate valves and bar screens. Duct penetrations will then be installed on the various sections to be ventilated. The inlet chamber, the channels after the gate valve, both bar screen covers, and the effluent chamber will have individual duct ventilation points. The above-ground dumpster will also have a small hood and a flexible section of duct to ventilate some air from this area. The ventilation duct will be routed to the walls of the headworks, and through the outer wall. This duct will then be trenched underground to the EcoFilter EF84 system. The underground duct will be sloped such that all condensate will drain back into the headworks.

Parshall Flume:
The Parshall Flume has 2” grating covering the entire opening, which will be removed and disposed/recycled. Full coverage Fiberglass covers have been specified to drop into the existing concrete insets. Duct penetrations will then be installed before and after the parshall flume throat. This ductwork will route across the parshall flume surface and join the ductwork coming from the Grit Chamber sections. All ductwork will be sloped such to drain all condensate back into the parshall flume.

Grit Chamber:

Inlet Chamber

The grit chamber has several sources of odor that will be contained using the design as detailed below. The Inlet Chamber coming from the parshall flume has an opening on the concrete wall, and existing 1" grating on the top surface. The side wall opening will be covered with a flat FRP plate, and anchored to the wall with a gasket for positive sealing. The existing grating will be removed and disposed/recycled. Full coverage Fiberglass covers have been specified to drop into the existing concrete insets. No duct penetration is needed on this section, as the air volume here is contiguous to the parshall flume, and as such the parshall flume ductwork will ventilate both sections.

Aeration Basins

The grit chamber has Six (6x) openings on the concrete surface for the aeration basins. These are a primary source of odor release due to the turbulent nature of the process. These openings will be fully covered with FRP sections that span the entirety of the opening. These covers will be modular, and will form a single assembly with interlocking panels, anchored around the edges and sealed with integral gaskets. The panels will feature hatch openings for periodic inspection and maintenance, but will also be removable should access be needed to the basins. All of the existing infrastructure will be accounted for in the cover designs, with gasketing or flashing to ensure a tight seal. Each cover assembly will have a single ductwork penetration for ventilation, and the duct will be routed overhead. The duct will be supported by galvanized supports from the concrete surface and route straight to the parshall flume wall. The duct will be supported along the parshall flume wall with knee-bracing supports, and then route downwards, where it will continue underground to the EcoFilter pad.

Outlet Chambers

The grit chamber has Two (2x) openings on the concrete surface for the outlet chambers, where there was previously screening equipment and other process equipment. These openings will be fully covered with FRP sections that span the entirety of the opening. These covers will be modular, and will form a single assembly with interlocking panels, anchored around the edges. There are several small grating openings surrounding these as well, which are to be removed. These will be replaced with simple drop in FRP plates that lie in the existing concrete insets and supports.

Outlet Weirs

The grit chamber has several outlet weirs to route the outflowing water to other parts of the plant for further treatment. Four (4x) openings are original, one is an expansion that routes to Plant 4, and the last is a reserve for future expansion of the plant. These all contain existing grating of various depths and sizes. This existing grating will be removed and disposed/recycled. Full coverage Fiberglass covers have been specified to drop into the existing concrete insets with provisions for the existing equipment such as level sensors, gate valves and bar screens. These areas are contiguous with the outlet chambers for the grit chamber, and so no additional duct penetrations are needed to ensure proper ventilation.

2 Equipment Installation Scope

2.1 Design Basis

P14115 Odor Study Report from September 2nd, 2015 (Odor Report) identified a variety of odor generating sources within the Porterville WWTP. Table 1 below summarizes findings from each identified source.

Source #	Full Description	Flow (cfm)	H_2S avg (ppm_v)
1	Headworks Inlet Channels	370	21
2	Parshall Flume	168	24
3	Aerated Grit Chamber	1178	31
4	Primary Clarifier on Claraetor #1	632	10
5	First Aeration Chamber on Claraetor #1 (Zone #1)	452	33

Table 1: Source Flows and Loads

Based on the Table 1 above, BioAir recommended that the odor control for Sources 1 – 5 be treated with a single odor control unit. The current scope of installation will cover Sources 1 – 3, with the system sized for future expansion to accommodate Sources 4 &5 as requested by the City as BioAir's proposed Option 7 treatment scheme. Please refer to Section 2 for total current scope of supply.

2.2 Scope of Supply: OCU 1

EcoFilter Reactor Vessel

One (1x) EcoFilter® EF84 reactor made from Fiberglass Reinforced Plastic (FRP) in compliance with ASTM D3299 and C582. The reactor will arrive on site with the EcoBase® structured synthetic media pre-installed, and complete with spray nozzle assembly. The vessel consists of two main pieces (base and top) that are ready to be offloaded onto a suitable concrete pad, placed, and bolted together.

	Approximate Values
EcoFilter Diameter	8'
Height to top (excluding 6' exhaust stack)	24'
Operating Weight	20,700 lbs

	Odor Characteristics			
Parameter	**Units**	**Average**	**Transient Maximum**	**Remarks**
Airflow	acfm	2,800	NA	See Odor Study Report
H_2S	ppmv	25	115	See Odor Study Report
Odorous Air temperature	°F	55-100	105	
Relative humidity	%	20-100	100	
Biological System Performance Guarantee				
Average H_2S removal at average flow	*Average H_2S removal > 99.5% or < 0.1 ppmv, whichever is greater.*			
Average Odor removal at all flows	*Average Odor removal > 90% or < 1,000 OU, whichever is greater.*			

Table 2: EF84 Design Criteria

2.3 Controls

Electrical Control Panel (ECP)

The Electrical Control Panel (ECP) will be UL508 labeled and housed in a 316SS, NEMA 4X enclosure. It will contain an Allen-Bradley MicroLogix 1400 PLC to control the irrigation of the media and provide monitoring of standard control functions. The ECP will also contain a Variable Frequency Drive to better control the flow of the blower. This will allow fine control of the blower speed, in order to easily transition from initial flow to the future expansion of the odor control system. To comply with NFPA 820, the panel to be mounted at least 3 feet from the EcoFilter reactor and odor ducting.

Water Panel

One (1x) Water Panel is included. The Water Panel enclosure is fabricated from 316SS and will contain equipment required for the irrigation control of the EcoFilter reactor. The Water Panel will include irrigation water flow meters, irrigation control valves, pressure control valves, a strainer, and shut-off valves.

One (1x) Panel Stand with shaded cover is included to reduce solar heat loading on both this and the Electrical Control Panel.

2.4 Blower

- One (1x) FRP blower by NY Blower, Verantis or equal is included. The blower will be controlled through a VFD in the Electrical Control Panel.
  - Airflow: 2800 CFM
  - Pressure: 6" W.C.
  - Motor Horsepower: 5HP

2.5 Ductwork

Ductwork is depicted red for presentation purposes and will be furnished with a white gelcoat (RAL9003) containing a UV inhibitor.

- FRP Ductwork
  - Provided from cover sources to the inlet of EcoFilter Unit.
  - Ductwork is detailed on the attached drawings, by System.
  - Ductwork is to be trenched underground;
    - The inlet tee where all ductwork is joined underground will have a Ø16" Blind Flange to allow for future connection of ventilation duct for Claerator #1.
  - FRP field joints will be made to connect the ductwork; final vent & damper connections will be flanged.

- Duct Supports
  - Above ground supports are provided for all ductwork. Supports are fabricated from galvanized steel and mount to concrete support bases.

- Damper Valves
  - One (1x) FRP control damper is provided at each vent connection source on the covers for balancing
  - One (1x) FRP control damper is provided on the reactor inlet

2.6 Instrumentation

- One (1x) differential pressure gauge for monitoring of the media pressure drop.

2.7 Spare Parts

- One (1x) Startup System Strainer
- Five (5x) Water Panel Strainers
- One (1x) lot of bulbs and fuses for the system

2.8 Startup System

- One (1x) startup system is included to inoculate the system with bacteria. Once the startup process is completed, the system is removed.

See Appendix C for System Layout Drawings

3 Covers

3.1 Inlet Headworks:

The headworks covers will consist of sections that interlock, and rest in the existing grating channels. Flashing will be installed around existing items such as bar screens and gate valves. The inlet weir will be covered with a flat FRP plate and anchored in place. The covers are designed to be walkable and removable should maintenance access be needed. The ductwork will route along the wall and penetrate through the sidewall of the headworks, and be routed underground to the EF84 pad.

3.2 Parshall Flume:

The Parshall flume covers will consist of FRP sections that interlock, and rest in the existing grating channels. The outlet opening on the side of the Parshall Flume structure will be covered with a flat FRP plate and anchored to the wall.

3.3 Grit Chamber Inlet Chamber:

The Grit Chamber Inlet covers will consist of FRP sections that interlock, and rest in the existing grating channels. These are designed to be walkable and removable should maintenance access be needed.

3.4 Grit Chamber Aeration Basins:

The Grit Chamber Aeration Basin covers will consist of FRP sections that interlock, and span the entirety of each opening. These will be removable by disconnection the anchoring and removing each FRP section using the integrated lifting handles. Each basin cover assembly will include access hatches for inspection should it be needed, as well as flashing around exiting structures such as piping and valves.

3.5 Grit Chamber Outlet Chamber:

The Grit Chamber Outlet Chambers Basin covers will consist of FRP sections that interlock, and span the entirety of each opening. These will be removable by disconnection the anchoring and removing each FRP section using the integrated lifting handles. The small grating sections surrounding the outlet chambers will be replaced with flat FRP sections that will lay in the existing grating supports.

3.6 Grit Chamber Distribution Weirs:

The Grit Chamber distribution weir covers (including the separate outlet to Plant 4 and the future expansion chamber not currently used) will consist of FRP sections that interlock, and rest in the existing grating channels. The covers are designed to be walkable and removable should maintenance access be needed.

See Appendix D for FRP Cover Design Drawings

4 Site Work and Installation

BioAir included the following work scope for the complete installation of the proposed odor control system.

4.1 Engineering Support and Oversight:

- Includes BioAir supervision of all project documentation and installation progress. BioAir will continue to secure the support of a Professional Engineer to review all final submittal documentation and assist in installation oversight/inspections where necessary. All necessary permitting (with the exception of air quality permits) will be handled by BioAir.

4.2 EF84 System Installation

- Includes the complete supply & installation of the required foundation (light excavation, forming & pouring); setting/anchoring and assembly of the major equipment & ducting; supply and installation of the required interconnecting wiring & PVC piping between on-pad panels and EcoFilter equipment.

4.3 Installation of Utilities:

- Installation and wiring of 20A Breaker into MCC in VFD Room
- Trenching from nearby Utility Room to EF84 concrete pad
- Supply & install power cabling from VFD Room to EF84 per drawings
- Supply & install Ø2” inlet piping (per drawings) to OCU slab
- Supply & install schedule 80 PVC (4”) from EcoFilter Drain back to the Inlet Headworks (so the drain water can hydraulically drain back to the head of the plant).
- Painting of all PVC Piping to protect from UV effects.

4.4 Installation of FRP Covers:

- Installation of FRP covers for odorous areas including

4.5 Installation of FRP Ductwork

- Including civil bedding and protection for the ductwork that is specified as buried.

4.6 Installation of Ductwork Supports:

- Install galvanized steel post & hoop type duct supports as shown on the drawings;
- Install knee-brace brackets on the sides of existing headworks wall and Parshall Flume structures

4.7 Testing & QC:

- Civil works (concrete curing, testing),
- Mechanical works (low pressure air & water testing of all duct and piping joints) and
- Electrical works (megger testing of installed circuits and point-to-point check of final terminations).

The following are to be provided the City of Porterville:

- Electrical power in the MCC room of sufficient capacity
- Treated Effluent water connection of sufficient pressure and flow to service the EcoFilter System
- Assistance with obtaining required permits to perform the work
- Provision of operator staff to take over operation of the system upon completion of startup

5 Pricing

The pricing for the complete project scope as outlined in Section 2 above is provided below, and includes supply of all equipment, delivery, installation, commissioning, startup/testing and training of the City's operators. Note that labor is based on local prevailing wage labor rates.

Permitting: BioAir is including in its price an allowance of $4,000 for permitting. Should this permitting either be handled by the City or have less cost to obtain, BioAir agrees to credit the City with the difference in price. However, if the permitting cost exceeds $4000, then the City will reimburse BioAir the difference in cost. Note that air permitting is EXCLUDED from BioAir scope.

Contracting: BioAir is offering this proposed package to act as the prime contractor; BioAir will retain a licensed California subcontractor to perform all installation works at the jobsite on its behalf. We represent the proposed subcontractor has a registered DIR (Dept. Of Industrial Relations) number.

Bonding: BioAir's price does not include a Payment Bond nor a Performance Bond. Should a Payment and Performance Bond be required for this project, this will add an additional $18,500 to the Total Price listed below. Please note that a Performance Bond, if required, would guarantee BioAir's performance as it relates to the delivery of equipment and execution of all services required under our contract, but does not include an efficiency guarantee.

Insurance: BioAir's standard insurance applies to this work. If the City requires any special insurance above and beyond what is included in BioAir's standard insurance, BioAir will agree to obtain the required insurance and the cost of which will be borne by the City.

Schedule: BioAir's estimate that this project will take 6 months to complete from the date of equipment release for fabrication.

Total Price: Supply and installation of the equipment as outlined in this Odor Control Equipment Installation Package is (Total Price):

$1,117,000

BioAir Solutions, LLC General Terms and Conditions of Sale ("Terms and Conditions"), a copy of which is annexed hereto in Appendix E, is incorporated into this Proposal by reference and made part thereof. In the event of a conflict between the contents of this Scope of Supply and the Terms and Conditions, the contents of this Proposal shall control.

Payment Terms:

- 15% of the Total Price, Immediate up execution of the Contract
- 60% of the Total Price, Net 30 days from delivery of Equipment to the Job Site. Partial Delivery is allowed and the Equipment will be invoiced for partial deliveries in accordance with an agreed Schedule of Values
- 20% of the Total Price for installation, to be invoiced monthly on a percent completion basis

- 2.5% of the Total Price upon electrical and mechanical commissioning of the System
- 2.5% of the Total Price up on completion of Performance Testing and completion of all Punch List items

Exceptions and Clarifications:

The following items are NOT INCLUDED in the scope of supply by BioAir:

- Air Quality reports/permits and approvals with the State of California or local authorities
- Covers or ductwork for additional Clarifier sections or items not listed above
- Any Site survey(s) required (none anticipated at this time)
- Any modifications to existing fresh air ventilation blower and ductwork within Headworks structure
- Any Geotechnical investigation (assume existing plant geotechnical data is available)
- Any soil or subsurface improvements (design or excavation) beyond what is shown on the installation drawings
- Any equipment, civil, mechanical, or electrical design work not specifically associated with the odor control equipment design or installation described above
- Full time site supervision by BioAir. Subcontractor will supervise the work based on BioAir's direction, and BioAir included regular site visits to measure progress and the quality of work
- Site lighting provisions are not included

6) Equipment Warranty

BioAir Solutions ("BioAir") warrants the synthetic EcoBase® media against defects in material and workmanship for ten (10) years from equipment commissioning. In the event it is determined that a defect exists in the media, BioAir shall repair or replace the defective media at its cost and expense.

All equipment supplied by BioAir, except for EcoBase media is warranted against defects in material and workmanship for eighteen (18) months from equipment delivery to the job site or twelve (12) months from equipment startup, whichever comes first. In the event it is determined that a defect exists in such equipment, BioAir's sole obligation shall be to repair or replace the defective equipment.

The Equipment Warranty is subject to validation of operation of the equipment in accordance with BioAir's Operation and Maintenance Manual.

APPENDIX A – BioAir System Detailed Specifications

SECTION 13300 - FIBERGLASS REINFORCED PLASTIC COVERS AND WALKWAYS

PART 1 - GENERAL

1.1 DESCRIPTION

A. This specification is for a fully engineered, substantially airtight, fiberglass reinforced plastic (FRP) covers comprised of panels, and beams or trusses as manufactured. This specification shall be regarded as a minimum standard for design and fabrication.

1.2 SCOPE OF WORK

B. Furnish all labor, materials, and equipment to provide a complete, installed system of easily removable, custom fit, flat FRP covers. The cover system includes cover panels, structural supports, access hatches and attaching hardware.

1.3 REFERENCES

C. American Society of Testing and Materials:

1. D-638 standard Test Method for Tensile Properties of Plastics.
2. D-790 Standard Test Method for flexural Properties of Plastics and Electrical Insulating Materials.
3. D-695 Standard Test Method for Compressive Strength of Plastics.
4. E-84 Standard Test method for Surface Burning Characteristics of Plastics.
5. E-72 Strength of Panels for Building Materials.

1.4 SUBMITTALS

A. Shop Drawings

1. Submit complete product data and shop drawings. The submittal shall include:
2. Complete structural calculations showing the governing stresses in all members and connections, and detailed shop drawings. Preliminary drawings shall be stamped by cover manufacturer’s registered Engineer. Final drawings and calculations shall bear the stamp of a PE.
3. Manufacturer's warranty of 5 years.
4. Installer is responsible for verifying all field dimensions for development and approval of manufacturer’s drawings.

1.5 QUALIFICATIONS

B. Manufacturer shall be a company specialized in providing engineered FRP covers for wastewater treatment tanks/troughs for at least five (5) years. When requested by the Engineer, submit written evidence to show experience qualifications and adequacy of plant capability and facilities for performance of contract requirements.

A. Manufacturer: Provide FRP duct as manufactured by one of the following.

1. Enduro Composites
2. Or equal

1.6 PERFORMANCE

A. Dimensions: Dimensions shall be as noted on contract drawings and site plans

B. Distributed Design Live Load and Deflection: All structural components shall be designed to support the dead weight of the structure, plus a live load of 50 pounds per square foot of surface. Maximum deflection of 3/8" or L/120 at the center of a simple span. Minimum Safety Factor of 2.5 for deck panels and structural members.

C. Wind Uplift: Design tank cover system to withstand uplift caused by wind speeds of 85 mph (3-sec gust). Minimum Safety Factor of 1.88 and Deflection Limit of L/60 for wind uplift.

D. Skid Resistance: An anti-skid grit coating shall be applied to the walking surface. This surface shall not be achieved by the use of adhesive tapes.

E. Chemical Resistance: Panels shall be suitable for installation in a warm, moisture-laden air with hydrogen sulfide, mercaptans and other organic and inorganic compounds typically associated with wastewater treatment. A mechanical and replaceable neoprene seal shall isolate the cover perimeter from the concrete wall. No foam tape or caulk shall be allowed.

F. Configuration: All sections shall be removable except where noted. The FRP cover shall be composed of panels and beams or trusses (where needed). The weight of an individual panel shall not exceed 5 psf. Each removable panel shall be easy to remove and the lifting force required shall not exceed the dead weight of the panel.

1.7 DELIVERY, STORAGE AND HANDLING

A. Delivery: Delivery of the components of the structure shall be made to a location nearest the site that is accessible to over the road trucks, unless otherwise specified. Handle all components in accordance with manufacturer's instructions to avoid cuts, scratches, gouges, abrasions, and impacts.

B. Storage: The Installer shall be responsible for jobsite storage of the delivered components. The components shall be stored off the ground on level surface in such a manner as to prevent damage.

C. O&M Manual: The manufacturer shall provide an O&M Manual that includes "as built"

drawings, maintenance instructions, and removal and replacement instructions for the installed cover.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Resins shall be premium vinyl ester or isophthalic with chemical formulations as necessary to provide the corrosion resistance, strength and other physical properties as required

B. Panel thickness to be determined by manufacturer per loadings in Section 1.6.

C. Exterior UV resistant coating: Factory applied paraffinated gel coat with UV inhibitors. Color shall be determined by the ENGINEER

D. Fasteners: All fasteners shall be stainless steel or structural plastic. Fasteners on underside of cover shall be 316 stainless steel. Beams and panels shall be fastened to concrete using 316 stainless steel drill in place anchor bolts.

E. Seals: A mechanical and replaceable EPDM seal shall isolate the cover perimeter from the concrete wall. No foam tape or caulk shall be allowed.

F. Access Hatch: Provide raised access panels where indicated. Access panels shall be pultruded FRP. Provide stainless steel fasteners, hinges and hold open device.

G. Structural Supports: Wide flange or fabricated FRP structural beam. Resin vinyl ester with UV stabilizers. Provide at all hatches and pipe penetrations.

H. Flashing: Provide FRP perimeter flashing as required to seal the cover system. Provide flashing at pipe penetrations.

I. Anchors: Anchors shall be epoxy or wedge-type, Ø½" minimum diameter, 4" minimum embedment depth. Final quantity and embedment to be determine by manufacturer

J. Drop In Place Covers: Where indicated on drawings, grating replacement covers shall fit in place of existing aluminum grating. Sections shall be equal widths and accommodate all existing infrastructure.

K. Spanning Covers: Spanning covers shall be fabricated in equal sections to span entire length of opening.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that dimensions are correct and project conditions are suitable for installation.

B. The material shall be as free, as commercially possible, from visual defects such as foreign inclusions, delamination, blisters, resin burns, air bubbles and pits.

3.2 INSTALLATION

A. Install FRP covers in accordance with manufacturer’s instructions.

B. Anchor FRP cover panels to the structure per the shop drawing details and in accordance with the manufacturer’s instructions.

C. Field cut and drill fiberglass reinforced plastic products with carbide or diamond tipped bits and blades. Seal cut or drilled surfaces in accordance with manufacturer's instructions. Follow manufacturer's instructions when cutting or drilling fiberglass products or using resin products; provide adequate ventilation.

3.3 CLEANING

A. Clean surfaces in accordance with manufacturer’s instructions.

B. Remove all trash and debris and vacuum clean contact basin after installation.

** END OF SECTION **

SECTION 15892 - FIBERGLASS REINFORCED PLASTIC DUCT AND ACCESSORIES

PART 1 – GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish and install fiberglass reinforced plastic (FRP) duct and all appurtenances, complete and in place, all in accordance with the requirements of the Drawings.

1.2 REFERENCED SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards

1. ASTM D 3567 Practice for Determining Dimensions of “Fiberglass” (Glass- Fiber Reinforced-Thermosetting-Resin) Pipe and Fittings.
2. ASTM C 582 Standard Specification for Contact - Molded Reinforced Thermosetting Plastic (RTP) Laminates for Corrosion - Resistant Equipment.
3. AWWA M-45 American Water Works Manual of Water Supply Practices "Fiberglass Pipe Design"
4. ASTM D 3982 “Standard Specification for Contact Molded “Fiberglass” Duct and Hoods” or NBS PS 15-69 “Custom Contact-Molded Reinforced Polyester Chemical-Resistant Process Equipment”
5. ASTM D 2992 “Standard Practice for Obtaining Hydrostatic Design Basis for Fiberglass Pipe and Fittings”
6. ASTM D 2310 “Standard Classification for Machine-Made “Fiberglass” Pipe
7. ASTM D 3839 “Standard Practice for Underground Installation of Fiberglass Pipe”

1.3 SUBMITTALS

A. Duct

1. Statement of resins and reinforcing proposed for use.
2. Pressure, vacuum, and temperature rating of duct.
3. Dimensions of subassemblies to be shipped.
4. Manufacturer’s data and descriptive literature for duct accessories.
5. Drawings showing layout, support, and joint details.
6. Structural engineering design calculations.

7. Pressure Drop Calculations (if design differs from specified drawings).

8. Information, details, and requirements for installation and support of duct and torque values for flange bolting.

9. Name of manufacturer

B. Supports:

1. Location plan.

2. Type and details.

3. Materials of fabrication

4. Stamped and signed structural engineering design calculations for special supports.

C. Expansion Joints/Flexible Connectors:

1. Type and model.

2. Materials of fabrication.

3. Force required for expansion/contraction.

4. Name of manufacturer.

5. Butterfly Dampers:

6. Statement of resins and reinforcing proposed for use.

7. Pressure, vacuum, and temperature rating.

8. Materials of fabrication.

9. Total weight including operator.

10. Drawings showing overall dimensions and connection size.

11. Type and model.

12. Name of manufacturer.

PART 2 – PRODUCTS

2.1 GENERAL

A. Manufacturer: Provide FRP duct as manufactured by one of the following.

1. Belco Manufacturing

2. Midwestern Fabricators

3. Bondstrand

4. Or equal

B. Service conditions:

1. All equipment shall be designed for a minimum working pressure of 12" WC Positive and 12" WC Negative pressure. Buried duct shall be designed per AWWA M-45 Standards and be rated for H-20 Loading. The minimum wall thickness for all FRP duct shall conform to the following:

a. Wall thickness for internal positive pressure should be determined by ASTM 2310A.

b.

Duct Inside Diameter	Minimum Wall Thickness
3 - 16	0.1875
18 - 24	0.220
30 - 36	0.250

2. The fiberglass reinforced plastic (FRP) ductwork shall be designed and fabricated for odor control service to carry warm, moisture-laden air with hydrogen sulfide, mercaptans and other organic and inorganic compounds typically associated with wastewater treatment.

3. Resin:

a. Resin shall be premium corrosion resistant isophthalic or vinyl ester resin. Resin shall not contain pigments, dyes, colorants or fillers.

b. Thixotropic agents may be added to control resin viscosity per resin manufacturer's recommendation.

4. Reinforcement:

a. Surfacing veil shall be C glass veil with a silane finish and a styrene soluble binder.

b. Chopped strand mat shall be Type E glass minimum 1-1/2 ounces per square foot with silane finish and styrene soluble binder.

c. Continuous roving for chopper gun spray up shall be Type E glass.

d. Woven roving shall be Type E glass minimum 24 ounces per square yard with a five by four weave.

e. Continuous roving for filament winding shall be Type E glass with a silane finish.

C. Fabrication:

1. All FRP ductwork shall be of filament wound fabrication for sizes >10" diameter and hand lay-up or filament wound fabrication for 10" and smaller. Cast pipe with no reinforced internal corrosion barrier or press molded fittings will not be accepted.

2. Maximum allowable deflection for any size ductwork shall be ½ inch between supports and for any size of duct under worse case operating conditions.

3. FRP ductwork shall be designed using a safety factor of 10 to 1 for pressure and 5 to 1 for vacuum without exception.

4. Out-of-roundness of duct shall be limited to 1% of the diameter.

5. Length of all flanged duct sections shall not vary more than ± 1/2 inch at 70 F.

6. All un-flanged duct shall be square on the ends in relation to the center axis within ± 1/8 inch up to and including 24-inch diameter and within ± 3/16 inch for all diameters greater than 24-inch.

7. Laminates:

a. All ductwork shall have a resin-rich inner surface, an interior corrosion barrier, an interior structural layer and an exterior corrosion layer and UV resistant coating.

b. Inner surface: Nominal 10 mils thick composed of a single ply of the C glass surfacing veil embedded in a resin-rich surface. Resin content shall be 90%.

c. Interior layer: Nominal 90 mils thick composed of at least two layers of chopped strand mat or equivalent chopped strand. Resin content shall be 75%.

d. Structural layer: Type E glass to meet minimum wall thickness as specified. The total wall thickness includes the inner surface.

1) Contact molded structural layer shall include alternate layers of chopped strand mat and woven roving.

2) Filament wound structural layer shall be preceded by a layer of chopped strand mat or spray chop. The structural layer shall consist of a minimum of two complete cross hatched layers of continuous filaments applied in a helix angle of 55 to 65 degrees for above-ground ductwork and 75 deg. for any buried ductwork.

e. Exterior corrosion layer: Single A or C Veil shall be applied to all duct exterior

f. Exterior UV resistant coating: Factory applied paraffinated gel coat

with UV inhibitors. Color shall be RAL 9003 Signal White or equivalent.

8. Fittings:

   a. All fittings shall be hand lay-up fabricated from the same resin and have the same strength as hand lay-up FRP ductwork.

   b. The internal diameter of all fittings shall be equal to the adjacent duct.

   c. The tolerance on angles of all fittings shall be ±1 degree up to and including 24 inch diameter and ± 1/2 degree for 30 inch diameter and above.

9. Elbows:

   a. The centerline radius of all elbows shall be 1-1/2 times the diameter.

   b. Elbows 24-inch diameter and smaller shall be smooth radius. Elbows 30-inch and larger shall be mitered. Provide a minimum of two mitered joints (3-piece) for all elbows above 45 Deg.

10. Flanges:

   a. Provide flanged connections to flexible connectors, expansion joints, vessels, demisters, fans, silencers and other locations as shown on the drawings.

   b. Flanges shall be hand lay-up fabrication. Dimensions shall be in accordance with ASTM D 3982, Table 1, and the Duct Dimension Schedule.

   c. Flanges shall be drilled in accordance with ASTM D 3982, Table 1. Backs of flange face shall be flat so that washer seats fully on bolt face and flange backing.

   d. Flange tolerances shall be in ASTM D 3982, Section 8, Tolerances.

   e. Gaskets shall be EPDM, full face and minimum 1/8 inch thickness.

   f. All bolts, nuts and washers shall be Type 316 stainless steel.

11. Joints:

   a. Provide all butt and strap joints in accordance with ASTM D 3982, Table 2, and manufacturer's drawings.

   b. Field weld kits shall be supplied by the duct manufacturer. All necessary fiberglass and reinforcing material shall be supplied pre-cut and individually packaged for each joint. Bulk Glass rolls will not be acceptable.

2.2 All resin, catalyst and putty shall be supplied in quantities to complete all field joints

plus 20% extra for waste.

2.3 EXPANSION JOINTS

A. Provide expansion joints where shown on the Drawings.

B. Expansion w-style joints shall be manufactured by Mercer Rubber, RM-Holz, The Metraflex Company, or equal.

C. Expansion joints shall be flanged where connecting ductwork to equipment; otherwise, slip-type will be acceptable.

D. All expansion joints using a bolted connection to ductwork must be equipped with 316SS backing rings.

2.4 CONTROL DAMPERS

A. Round Fiberglass Reinforced Plastic Dampers

12. All round FRP dampers shall be the butterfly type. FRP fabrication shall meet the corrosion requirements specified in this Section for FRP duct work.

13. When used for isolation service, shall be furnished with blade seal and shaft seal

14. Fabrication:

a. Frame and blade: premium vinyl ester. Blade shall fully encapsulate shaft. Blades that bolt to a single side of the shaft will NOT be accepted.

b. Shaft: Type 316 stainless steel for all dampers.

c. Bearings and bushings: Teflon.

d. Pins and all hardware: Type 316 stainless steel.

e. Shaft seals: EPDM.

f. Provide all round isolation dampers with a blade stop consisting of FRP angles with full circumference EPDM seals.

g. All dampers shall have flanged ends. Installer to provide connecting bolts, nuts and washers.

h. All dampers shall be supplied with hand quadrant actuators fabricated of Type 316 stainless steel with a 5-stage locking quadrant Indicator. All balancing dampers shall have a fully adjustable slot with an extra hole drilled in the handle for contractor to "drill and pin-in place" once system is balanced so handle cannot vibrate loose. Drawing may indicate motorized actuators; if so that shall take precedence. Any dampers over 6' AFF shall be furnished with Chain wheel gear operators.

i. All Isolation dampers provided shall bear the AMCA seal. Dampers are

to have been tested in an AMCA laboratory for performance (pressure drop) and leakage.

j. Dampers may be tested after installation to confirm compliance.

2.08 DUCT HANGERS AND SUPPORTS

A. All duct supports, interior and exterior, shall meet the requirements of the Section titled “Pipe Supports”, except that hangers and supports for fiberglass duct shall be located at maximum spans as shown in ASTM D 3982, Table 1.

B. Duct supports located on the exterior of the building shall be designed to include the weight of the duct and to withstand all applicable combinations of wind and seismic loading in accordance with the ANSI/ASCE 7-10. Exterior supports shall be located as shown on the Drawings and shall be of the "saddle type" support as per the standard detail shown on the Drawings. The locations of duct supports shown on the Drawings are approximate, and the CONTRACTOR shall be required to confirm the support requirements and locations.

C. The Contractor shall note that not all duct support locations are shown on the Drawings, and the Contractor shall follow the Specifications herein in locating additional supports as required. The Contractor shall be responsible for the design of additional supports and for the overall stability of the entire support system. Support and hanger details and a detailed layout showing the location of all duct supports and hangers shall be submitted in the shop drawings.

2.09 QUALITY CONTROL

D. Factory Inspection: Perform the following testing at a minimum prior to shipment.

1. Barcol hardness

2. Thickness measurement

3. Dimensional verifications

E. Visual quality inspection of laminate in accordance with ASTM D 2563

PART 3 – EXECUTION

3.1 INSTALLATION

A. General: All FRP pipes shall be installed in a neat and workmanlike manner, properly aligned, and cut from measurements taken at the site to avoid interferences with structural members, architectural features, openings and equipment. Exposed pipes shall afford maximum headroom and access to equipment, and where necessary, all piping shall be installed with sufficient slopes for venting or drainage of liquids and condensate to low points. All installations shall be acceptable to the ENGINEER. CONTRACTOR shall obtain training by the pipe manufacturer’s field representative in the correct installation and support of all FRP piping.

B. Supports and Anchors: All ducting shall be firmly supported with fabricated or commercial hangers or supports in accordance with the requirements in the Section titled

"Pipe Supports". Where necessary to avoid stress on equipment or structural members, the pipes shall be anchored or harnessed. Expansion joints and guides shall compensate for duct expansion due to temperature differences.

3.2 PIPE PREPARATION

A. Prior to installation, each duct length and all fittings shall be carefully inspected, flushed clean of any debris or dust, and straightened, if not true. All duct and fittings shall be equally cleaned before assembly.

3.3 PIPE JOINTS

A. Field Joint Kits
   1. Provide material in kit form; one kit for one joint.
   2. Make joints only when ambient temperature is above 55 degrees F and below 100 degrees F.
   3. Avoid lamination working becoming completed in direct sunlight to allow for an even cure.
   4. Made by manufacturer certified installer.

B. Butt and Wrap Joints: Prior to joining, ends shall be ground smooth. All dust and debris must be fully removed. Ends shall be resin-coated to prevent corrosion, in pipe 24" Diameter and above an interior corrosion wrap is required. The joint should be of equal strength as the pipe. A butt and wrap sequence and thickness chart should be shown on the fabrication drawings. The laminate sequence for each size duct should be supported by a separate section in the design calculations.

C. Buried Applications:
   1. Keep trench dry until pipe laying and joining completed.
   2. Pipe Base and Pipe Zone: As specified.
   3. Exercise care when lowering pipe into trench to prevent twisting or damage to ductwork.
   4. Unless otherwise indicated on Drawings, slope horizontal ductwork a 1/8-inch per foot in direction of airflow or 1/4-inch per foot in opposite direction of airflow.
   5. Prevent foreign material from entering pipe during placement.
   6. Close and block open end of last laid pipe section when placement operations are not in progress and at close of day's work.
   7. After joint has been made, check pipe alignment and grade.
   8. Place sufficient pipe zone material to secure pipe from movement before next joint is installed.
   9. Prevent uplift and floating of pipe prior to backfilling.
   10. Pipe Cover: Minimum 3 feet, unless otherwise shown.

D. Supports and Anchors: All piping shall be firmly supported with fabricated or commercial hangers or supports in accordance with the requirements in the Section titled "Pipe Supports". Where necessary to avoid stress on equipment or structural members, the pipes shall be anchored or harnessed. Expansion joints and guides shall compensate for pipe expansion due to temperature differences.

3.4 INSPECTION AND FIELD TESTING

A. Inspection: All finished installations shall be carefully inspected for proper joints and sufficient supports, anchoring, interference, and damage to pipe, fittings, and coating.

Damage shall be repaired to the satisfaction of the ENGINEER.

B. Field Testing: Prior to enclosure or buying, all piping systems shall be pressure tested at 1-1/2 times the maximum working pressure. The CONTRACTOR shall furnish all test equipment, labor, materials and devices at no extra cost to the OWNER.

1. Leakage may be determined by loss of pressure, soap solution, chemical indicator, or other positive and accurate method. All fixtures, devices, or other accessories which are to be connected to the lines and which would be damaged if subjected to the test pressure shall be disconnected and ends of the branch lines plugged or capped as required during the testing procedures.

2. Leaks shall be repaired to the satisfaction of the ENGINEER and the system shall be re- tested until no leaks are found.

- END OF SECTION –

SECTION 11000

BIOLOGICAL ODOR CONTROL SYSTEM

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required to install and test the biotrickling filter odor control system (System) complete with all appurtenances as specified herein.

1. Manufacturer shall furnish biotrickling filter equipment including blower, biotrickling filter vessel, nutrient addition system, water addition system and control panel along with instrumentation and controls for a fully functioning system.

2. Manufacturer shall provide shop drawings and Operation and Maintenance manuals.

3. Manufacturer shall provide startup and performance acceptance testing services as specified herein.

4. Placement, installation, bolting to the pad and connection of ductwork, water piping, drainage piping, power and control wiring provided by Contractor.

B. The System shall comprise of the following major components:

1. Single or multi-stage biotrickling filter vessel(s). The FRP vessel shall be comprised of at least one main module and one top piece and may contain additional modules as the design conditions require. Each media module shall house the structured synthetic media in series and contain a single water/nutrient injection spray system.

2. Structured, engineered, plastic, synthetic media to optimize mass transfer and facilitate the growth of bacteria necessary for biological oxidation of odorous compounds. The media bed shall be uniform and structured throughout and made entirely of a plastic, synthetic, non-reactive material.

3. A UL, factory-labeled electrical control panel housing a single Programmable Logic Controller (PLC) system and other components required for the control and monitoring of the System.

4. A water panel that houses all components necessary for the control and monitoring of the media irrigation system, including an Automatic Flow Control system with capability to automatically compensate for water supply pressure changes.

5. Odor control blower (s) to move the odorous air from the source and be able to

compensate for all pressure losses at the design airflow.

1.02 CONTRACTOR RESPONSIBILITY

A. Installation of all Manufacturer supplied equipment components, which includes among others, placement and bolting of all equipment to the concrete pad, connection of ductwork, water piping, drainage piping, and power and control wiring, all in accordance with the Manufacturer's installation instructions.

B. Supply of all odorous air ductwork including flex connectors, damper valves upstream of the blower, and supply of hardware required for installation.

C. Site preparation and clearing.

D. Installation of concrete equipment pad for placement of the biotrickling filter(s) and supply of system anchor bolts.

E. External water piping and drain piping to and from the biotrickling filter(s) and supply of hardware required for installation.

F. Power supply to the electrical control panel, water supply to the water panel, and water drain line from the biotrickling filter(s) drain sump.

G. Installation of any additional items as noted on the contract drawings.

H. Heat tracing and insulation of any air ductwork and/or water pipes as required by this Specification or elsewhere in the Contract Documents.

I. Supply and installation of temporary piping for startup of the system, and removal once startup is complete.

1.03 PROCESS DESCRIPTION

The odor control system shall remove hydrogen sulfide, organic reduced sulfur compounds (RSCs) and other odorous compounds from the foul air stream, as required per Section 2.04 below, using a biotrickling filter operating in a counter-current fashion. Co-current systems shall not be allowed.

The foul air shall enter the system at the bottom of each reactor and flow upward through each of the media layers. The media bed shall be intermittently irrigated from above using suitable reclaimed plant effluent or potable water in a once through fashion. The water then trickles through the media and is collected in a sump at the bottom of the reactor. The drain water from the system will pass from the sump in the bottom of the reactor vessel and be piped to a discharge point as detailed on the Contract drawings. Systems using recirculation of irrigation water through the reactor vessel shall not be allowed.

The hydrogen sulfide is oxidized by the autotrophic bacteria resident on the lower media layer(s). Because of the once-through irrigation configuration, a neutral-pH area of the media will be established, near the top of the media, providing conditions suitable for heterotrophic bacteria to oxidize other organic odorous compounds. The airstream is

then released to the atmosphere via the exhaust stack at the top of the reactor.

1.04 REFERENCES

The following is a list of standards which may be referenced in this section:

A. ASTM E679: “Standard Practice of Odor and Taste Thresholds By a Forced-Choice Ascending Concentration Series Method of Limits”.

B. ASTM D-2563: “Recommended Practice for Classifying Visual Defects in Glass Reinforced Plastic Laminate Parts”.

C. ASTM D-2583: “Standard Test Method for Indentation Hardness of Rigid Plastics by Means of Barcol Impressor”.

D. ASTM C582: “Revision of C582-02 Standard Specification for Contact-Molded Reinforced Thermosetting Plastic (RTP) Laminates for Corrosion-Resistant Equipment”.

E. ASTM D-883: “Definition of Terms Relating to Plastics”.

F. ASTM D-3299: “Standard Specification for Filament-Wound Glass-Fiber-Reinforced Thermoset Resin Corrosion-Resistant Tanks”.

G. ASTM D-4097: “Standard Specification for Contact Molded Glass Fiber Reinforced Thermoset Resin Corrosion-Resistant Tanks”.

H. ASTM D-3982: “Standard Specification for Contact Molded Fiberglass Ducts”.

I. ASTM D 2996-88: Standard Specification for Filament Wound “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe.

J. NBS PS 15-69: National Bureau of Standards Voluntary Product Standard “Custom Contact Molded Reinforced Polyester Chemical Resistant Process Equipment”.

K. American National Standards Institute (ANSI).

L. American Society of Mechanical Engineers (ASME).

M. Institute of Electrical and Electronic Engineers (IEEE).

N. National Electrical Manufacturers Association (NEMA).

O. National Electrical Code (NEC).

P. National Fire Protection Agency (NFPA).

Q. National Bureau of Standards (NBS).

R. Underwriters Laboratories (UL).

S. American Society for Testing and Materials (ASTM).

1.05 SUBMITTALS

A. The Manufacturer shall submit information as required to show complete compliance with these specifications. At a minimum this information should include the following:

1. Manufacturer's catalog/data sheets and descriptive literature for each piece of equipment supplied.

2. Technical data on each major piece of equipment including weights of all items greater than 200 Lbs.

3. Structural calculations and drawings for the main reactor vessel, to include wind and seismic load calculations and anchor bolt sizing.

4. Modeling results, in graphical format, with velocity contour plots at 24" media height over the entire media cross section shall be provided to confirm that the airflow through the media is homogeneous at the average airflow rate. For the purpose of this specification, homogeneous is defined as being when the upflow velocity over the entire media cross sectional area is equal to the average upflow velocity ± 10%.

5. Detailed bill of material complete with material of fabrication.

6. Dimensional drawings showing elevation and plan views of the System and all applicable connections.

7. Process and Instrumentation Diagram (P&ID) showing all main equipment components, flow rates and instrumentation.

8. Process control narrative.

9. Description of Automatic Flow Control equipment to demonstrate compliance with Section 2.05.D.3.

10. Equipment offloading and installation instructions with sufficient detail to allow the Contractor to complete the mechanical and electrical installation of all System components.

11. Annual utility and nutrient usage calculations (if applicable).

12. Statement of Manufacturer's Warranty.

13. Information on hazards associated with the System and appropriate safety precautions, including applicable Material Safety Data Sheets (MSDS).

B. The Manufacturer shall submit the following information, as a minimum, for the Operation and Maintenance Manuals.

1. As-built dimensional drawings showing plan and elevation views of the System and all applicable connections.

2. As-built Process and Instrumentation Diagrams (P&IDs).

3. Detailed bill of material along with specification of System components and materials of fabrication. The list to include the make, model number and descriptive literature of all items furnished by the Manufacturer.

4. Performance data for the odor control blower, to include curves showing capacity, pressure, horsepower demand and efficiency over the entire operating range, including blower manufacturer's descriptive literature and blower model number(s).

5. Special precautions for any components or materials associated with the System and its operation that should be subject to particular safety precautions, including MSDS.

6. Manufacturer's Service Department contact information and service order form.

7. Statement of Manufacturer's Warranty.

8. System startup and restart instructions.

9. Detailed information on proper settings and operation of the Automatic Flow Control System.

10. Special maintenance procedures, including recommended weekly, monthly and annual preventative maintenance requirements.

11. Troubleshooting guide.

12. Individual Operation and Maintenance instructions for all major system components.

1.06 SHIPPING, DELIVERY, STORAGE & HANDLING

A. All equipment and materials shall be properly protected such that no damage will occur from the time of shipment until the time of installation.

B. All exposed openings shall be protected to prevent entrance of debris, moisture or water during transportation and storage.

C. Contractor shall be responsible for offloading all shipped equipment and shall inspect all equipment upon arrival. Contractor shall notify the Manufacturer within 24 hours of any damage to equipment or surface finish due to shipping.

D. Contractor shall store all equipment such that, for the duration of the storage period,

there will be no deterioration in equipment appearance or performance. Manufacturer shall supply detailed storage instructions, as necessary, at the time of shipment.

1.07 WARRANTY

The biotrickling filter Manufacturer shall warrant that the equipment supplied meets these specifications and the performances detailed in section 2.04 and that it is new and unused, free from defects in materials and/or workmanship. This warranty shall be for 18 months from equipment delivery to the job site or 12 months from equipment handover, whichever comes first. In the event that it is determined that a defect exists, at the Manufacturer's discretion, the Manufacturer shall repair or replace the defective components, provided that any such defect was not the result of misuse of the component by the Owner or his agents.

The biotrickling filter Manufacturer shall warrant the plastic, synthetic media against defects in material and workmanship for five (5) years from equipment delivery. In addition, the manufacturer shall warrant the media against shrinking, swelling or plugging (such that the design airflow cannot be achieved) for a period of five (5) years. In the event that it is determined that a defect exists, at the Manufacturer's discretion, the Manufacturer shall repair or replace the defective components, provided that any such defect was not the result of misuse of the component by the Owner or his agents.

PART 2 - PRODUCTS

2.01 GENERAL

The odor control equipment supplied under this section must be provided by a single Manufacturer who will be solely responsible for the design, delivery and performance of the system. The equipment must be new and unused and meet the detailed specifications and warranty requirements stated herein.

2.02 QUALITY ASSURANCE

The biotrickling filter Manufacturer is responsible for the coordination of all equipment specified herein. Systems shall be as manufactured by BioAir Solutions, LLC. No substitutions are allowed.

A. Experience Requirements

The biological odor control system Manufacturer shall be experienced in the design, manufacture, installation and operation of biotrickling filters designed to remove hydrogen sulfide and organic RSCs from municipal water and wastewater odor sources. The System Manufacturer shall have a minimum of five (5) years of experience producing substantially similar equipment, and shall show evidence of at least ten (10) systems in satisfactory operation for at least three (3) years in the United States. The System Manufacturer shall have the following full-time employees on staff to ensure proper system support: mechanical engineer, environmental engineer, electrical engineer and a dedicated service department. Any manufacturer whose main business is FRP manufacturing will not be accepted as a supplier for the odor control system specified herein.

B. Substitution

Any substitutions or deviations in equipment or arrangement from that shown on the drawings or specified herein shall be the responsibility of the Contractor. Any deviation must be accompanied by detailed structural, mechanical and electrical drawings and additional supporting data for review by the Owner and the Owner's Engineer and must be stamped and certified by a registered Professional Engineer (PE).

All costs associated with the review of substitutions or deviations, and costs to the Engineer or Owner associated with project drawing changes as a result of approval of the substitution, shall be borne by the Contractor. There shall be no additional costs to the Owner due to substitutions or deviations.

2.03 OPERATING CONDITIONS

The System shall be suitable to treat air coming from a continuous supply from the odor source and all equipment must be suited to the operating conditions to which it will be subjected and the various compounds/substances with which they will reasonably be expected to come into contact. The operating conditions, at a minimum, include the following:

Duty	Continuous air supply and odor source
Location	Outdoors
Inlet air temperature	55 – 100°F
Inlet relative humidity	60 – 100%
Contaminants	Hydrogen sulfide, organic RSC's, ammonia, methyl mercaptan and sulfuric acid.

2.04 DESIGN REQUIREMENTS

At a minimum, the System shall treat the following and meet the following minimum performance criteria:

Number of vessels	One (1)
Model	EcoFilter EF84
Flowrate	2,800 cfm
Design pressure drop across vessel	1.2" w.c.
Contaminant concentration:	
Average hydrogen sulfide concentration	25 ppmv
Peak hydrogen sulfide concentration	115 ppmv
Irrigation water flow	19 gpm
Irrigation water pressure (dynamic)	70 psi

Performance requirements (H_2S):
The system shall have passed the performance test if either one of the following conditions is true:

- H_2S removal efficiency is ≥ 99.5% for inlet air H2S concentrations ≥ 20 ppmv
- Outlet H_2S concentration is ≤ 0.1 ppmv for inlet air H2S concentrations ≤ 20 ppmv

Performance requirements (Odor):
The system shall have passed the performance test if either one of the following conditions is true:

- Odor removal efficiency is ≥ 90% for inlet air odor concentrations ≥ 10,000 D/T* but ≤ 60,000 ppmv
- Outlet odor concentration is ≤ 1,000 D/T for inlet air odor concentrations ≤ 10,000 D/T

  Odor criteria shall be based on specification ASTM 679 with a presentation rate of 20 LPM.

2.05 SYSTEM COMPONENTS

A. Biotrickling Filter Vessel

The biotrickling filter vessel shall be free standing and of vertical "tower" configuration operating in a counter-current manner. Each vessel shall consist of one (1) or more modules containing EcoBase™ plastic, structured media and one (1) top piece. Each module shall be fabricated from Fiberglass Reinforced Plastic (FRP) and be designed with adequate strength to support the number of required modules. Each FRP module shall contain, as a minimum, a 100 mil vinyl ester resin corrosion barrier. The structural layer shall consist of isophthalic resin with chop strand and continuous glass. The exterior top coat shall be isophthalic resin with UV resistant pigment (minimum service life of 10 years). The exterior color shall be CCP base white enamel (W005) or RAL 9003 Signal White.

Biotrickling filter vessels shall not provide access to any area beneath the media or any location within the vessel where there is a chance for dripping acidic filtrate or hydrogen sulfide gas.

The reactor vessels shall be provided with 316 stainless steel hold down lugs to account for all anticipated loads to comply with local wind code requirements.

B. Media

The structured media shall be EcoBase®, high porosity, chemically resistant, engineered, plastic, synthetic porous material made from polyvinyl chloride, polyethylene or polyurethane. Organic media, carbon derived lava rock or lava rock media and/or random synthetic or non-synthetic inorganic media materials shall not be allowed.

The media characteristics (available surface area, density, and pressure drop) shall be structured and uniform throughout the media bed with pre-manufactured, engineered flow channels. Random media types (chips, clay balls, foam cubes, etc.) shall not be allowed.

The media shall have a minimum available specific surface area of 230 ft^2/ft^3 and a void opening of more than 96%. Pressure drop shall not exceed 0.25" w.g. per ft of media depth.

The media shall be guaranteed not to clog or require cleaning, scrubbing, backwashing, acid-washing or replacement for a period of five (5) years.

Media shall resist compaction or swelling due to varying moisture levels and shall not degrade when subjected to low pH (i.e. pH < 2) conditions.

The uniform structure of the media shall minimize the potential for short circuiting and encourage a uniform water and air flow pattern over the entire media cross sectional area.

The manufacturer shall provide evidence that the airflow through the media at 24" height from the bottom of the media is homogeneous at the average airflow rate. For purposes of this specification, homogeneous is defined as being when the upflow velocity over the entire media cross sectional area is equal to the average upflow velocity ± 10%. The airflow modeling results with velocity contour plots at 24" media height over the entire cross section shall be provided in graphical format as part of the Submittal requirements.

Sufficient media shall be provided to ensure the performance requirements listed in section 2.04 are met.

Media shall be pre-installed in the FRP module (s) by the system manufacturer prior to shipment to the job site. Medias that require a contractor for installation or placement are not permitted.

C. Irrigation System

Each reactor shall be configured with at least one (1) irrigation point which shall distribute the irrigation water evenly over the entire upper surface of the media layer.

Each spray nozzle shall be tested by the Manufacturer and a certificate of conformity supplied with the shop drawings to show that the nozzle has been tested and meets the specified standards for uniform distribution.

Spray nozzle array systems with multiple nozzles, shall not be acceptable.

If applicable, the irrigation system shall be supplied with a nutrient addition system to provide the macro and micronutrients required by the bacteria for optimal metabolism of the odorous compounds being treated.

D. Control System

1. Electrical Control Panel (ECP)

The ECP enclosure shall be NEMA 4X and fabricated of 316SS, and the panel shall come with a 316SS panel stand.

The ECP shall house the necessary electronic components and an Allen Bradley MicroLogix 1400 PLC with PanelView 800 (HMI) for the control and monitoring of the irrigation system. Dry contacts shall be provided for external notification of alarm status. Alarms, at a minimum, shall be provided for low irrigation water flow, high irrigation water flow, no nutrient flow (if applicable) and blower fail. An Ethernet connection shall be provided to allow for remote monitoring/control of the system. There shall be an allowance to manually open the irrigation spray valve (located in the water control panel) for the purpose of routine maintenance checks but the valve should be normally closed.

The system shall contain a PLC with an Ethernet/IP port, two (2) serial ports, on-line editing capability, a built-in backlit LCD screen, and a built-in high speed counter. The PLC shall be expandable with up to seven (7) additional input/output modules.

The ECP shall require a single electrical connection of 480V/3Phase/60Hz. Transformers shall be provided as necessary for power and control voltages.

2. Water Control Panel (WCP)

The Water Control Panel shall be fabricated of 316SS and be mounted on the common 316SS panel stand, back-to-back with the ECP.

The WCP shall contain a panel heater, valves, motorized ball valves, strainers, instruments and piping for the control of the irrigation system and shall operate from control signals from the ECP.

The WCP shall contain, without exception, a pulse generating, paddlewheel water flow meter. Irrigation water flow shall be monitored and recorded to ensure proper operation and aid in trouble-shooting. Monitoring irrigation water pressure alone is not acceptable.

The WCP shall allow for a single connection to either a potable water source or suitable final effluent plant water source.

The WCP shall house, if applicable, the nutrient addition system.

The WCP shall also contain a flexible spray hose with a hand trigger to allow for convenient rinsing of the strainer, filling of the nutrient barrel, and general convenience. A dedicated ball valve shall be provided in front of the spray hose to allow for the operation of the water panel while simultaneously allowing for isolation in case of a leak in the hose.

3. Automatic Flow Control System

Without exception, the ECP and WCP shall contain the necessary programming, circuitry, and hardware for an Automatic Flow Control System, which shall have the following features and shall be capable of meeting the Automatic Flow Control System performance test outlined in Section 3.05.E:

a. The system will periodically monitor the irrigation water flow rate during the

irrigation sequence.

b. If the irrigation water flow rate is outside of the target flow range the irrigation valve will automatically adjust to correct the irrigation water flow rate.
c. The following parameters shall be operator-adjustable:
    1. Target irrigation flow rate
    2. Allowable flow error
    3. Amount of valve adjustment when error is detected
    4. Flow evaluation period
d. The following non-adjustable readings shall be shown on the ECP HMI:
    1. Instantaneous irrigation water flow rate
    2. Actual irrigation valve open %

The following will NOT be considered to be meeting the Automatic Flow Control Systems requirements:

a. Systems using irrigation valves that are only capable of fully-open or fully-closed operation. Solenoid Valves do not meet this requirement and are not allowed.
b. Systems using mechanical-only means of adjusting the irrigation water flow such as manual diaphragm valves, globe valves, pressure reducing or adjusting valves.
c. Systems that require operator interaction in order to correct the irrigation water flow.

E. Odor Control Blower

1. The blower(s) shall be single-width wheel, single-inlet as designed and manufactured by Verantis, The New York Blower Company or approved equal.

2. The blower shall be fabricated such that all surfaces in contact with the odorous airstream are to be made of corrosion resistant FRP.

3. All nuts, bolts and fasteners in contact with the gas stream shall type 316 SS.

4. Blowers shall be AMCA Arrangement 9 or 10. AMCA Arrangement 4, which places the motor shaft in the odorous airstream, is not allowed.

5. Blower ratings shall be based on tests made in accordance with AMCA Standard 210 and licensed to bear the AMCA Certified Ratings Seal for Air Performance. Blowers not licensed to bear the AMCA Seal for performance shall be tested, at Contractor's expense, in an AMCA Registered Laboratory.

6. Blower brake horsepower shall be equal to or less than 4.5 BHP at 2800 CFM and 6.0 inches static pressure.

7. Blower shall be fabricated in accordance with ASTM D-4167 standard specification for FRP blowers and blowers to ensure structural integrity.

8. Blower housing shall be fabricated of polyester resin.

9. Wheel shall be radial, or backwardly-inclined, non-overloading design. Wheel shall be fabricated of vinyl ester resin.

10. Wheel hub shall be securely fastened to the shaft and completely encapsulated in FRP to ensure corrosion-resistant integrity. Wheels shall be ground and polished carbon steel, encapsulated in FRP.

11. The blower motor shall be a standard efficiency, TEFC, 480V/3Phase/60Hz electric motor as manufactured by US Electric Motors, Baldor, Reliance or approved equal suitable for Class I, Division II hazardous location.

12. Blower shall be equipped with a Teflon shaft seal.

F. Recirculation System

Systems requiring a permanent recirculation system shall not be allowed.

2.06 EQUIPMENT NAME PLATES

Each separate piece of equipment shall be furnished with a unique name plate identifying the Manufacturer, model & serial number, date of manufacture and, if applicable, capacity and any performance limitations. The nameplates shall be Gravograph Gravoply 2 ply plastic and firmly affixed to the exterior surface of the equipment and in a location that is accessible and easily read.

2.07 SPARE PARTS

At a minimum, the following spare parts shall be supplied with the equipment.
One (1) set of fuses, one (1) for each fuse rating.
One (1) set of lamp lenses.
One (1) strainer.
Spare parts shall be stored, by the Contractor, on site and shall be handed over to the Owner at equipment handover.

PART 3 - EXECUTION

3.01 FACTORY ACCEPTANCE TEST

A. Reactor Vessel

FRP reactor vessel shall be inspected prior to shipping for conformance to the following:

1. Dimensions match those shown on submittal drawings and are within Manufacturer’s specified tolerances.

2. Flanges and connections between reactor parts fit securely without improper bending or stressing of parts.

3. Damage or imperfections to paint or fiberglass work, including cracking/crazing are minimal and in accordance with FRP specifications in Section 2.05A.

4. Manufacturer shall keep a record of the quality control document for each reactor

vessel(s) that is available to the Engineer upon request.

B. Electrical Control Panel

Electrical control panel shall be inspected prior to shipping for conformance to the following:

1. NEMA rating according to Section 2.05D and bear the UL508 label.

2. PLC program and HMI shall be tested for proper communication and functionality.

3. PLC digital and analog inputs shall be electrically tested to ensure input recognition in the proper area of the PLC program.

4. All wiring between panel components and terminal strips shall be checked for proper labeling and connection.

C. Water Panel

All water panel piping and/or other pre-installed piping shall be tested prior to shipping for conformance to the following:

1. System shall have no leaks when subjected to a pressure test at 80 psi for a minimum of 1 hour.

2. All installed instruments, sensors, pumps, actuated valves, and other electrical components shall be tested for proper operation.

3. All wiring from terminal strips to all electrical components shall be tested to ensure proper wiring.

D. Spray nozzle

Spray nozzle shall be factory tested to ensure compliance with Manufacturer standards for uniform distribution.

3.03 INSTALLATION & EQUIPMENT STARTUP

As far as is reasonably possible, all equipment should be pre-assembled prior to shipment, to minimize the need for on-site assembly. Media should be pre-installed by the Manufacturer and certified to meet the specified performance requirements.

Installation of all equipment will be conducted by the Contractor and must be in accordance with Manufacturer’s written installation and startup instructions and by workers experienced in the handling of fiberglass vessels, electrical work, plumbing and instrumentation. The final installation must be certified by the Manufacturer as complete and correct.

The Manufacturer shall provide the Contractor with required clearances, tolerances and limitations, such as smoothness/flatness of concrete pad and shall be available to

answer questions prior to and during the installation of the equipment.

Once the installation has been certified by the Manufacturer, the Contractor, with assistance from the Manufacturer, shall start the System to begin the biological acclimation period. This startup period shall take no longer than six (6) weeks but at any point during this startup period, at the discretion and direction of the Manufacturer, the contractor shall switch the system over to normal operation. Any minor re-piping or plumbing required will be clearly detailed in the Manufacturer's installation and startup manual and will be performed by the Contractor.

Any special tools or materials required for this startup/acclimation period shall be provided by the Manufacturer.

After satisfactory startup and the corresponding switch over to normal operation, the Contractor shall, in the presence of the Engineer, conduct the performance test as detailed in section 3.05 below.

3.04 FIELD PAINTING & CORROSION PROTECTION

If painted surfaces are damaged during shipment, off-loading or installation, as long as the damage is surface only and in no way affects the integrity of the equipment or its ability to perform, these blemishes, scratches or other imperfections shall be touched up by the Contractor in accordance with instructions from the Manufacturer. Materials used shall me compatible with the original coating material in quality and color.

3.05 PERFORMANCE TESTING

Performance testing shall not commence until the Manufacturer and Engineer agree that they system has been satisfactorily started-up and sufficient time has been allowed for the acclimation of the bacteria.

After the odor control system has been satisfactorily started-up and switched to normal operation, the Contractor shall, in the presence of the Engineer, demonstrate that the system will perform as specified in section 2.04 of this specification.

The Contractor shall provide the Engineer with a written test protocol and the performance test may not be conducted until the test protocol has been reviewed and approved by the Engineer.

The Manufacturer may be present during the performance test and, at its own discretion, may conduct a parallel performance test as long as they do not interfere with the performance test being conducted by the Contractor.

The Contractor shall supply, install and operate all equipment, sensors and instrumentation required to complete the performance test.

A. H_2S Testing procedure

1. Measure airflow into each unit and, if necessary, adjust to the design airflow of 2800 cfm +/- 10%. Airflow balancing can be conducted by BioAir and witnessed by the Engineer and/or Contractor if desired. Airflow shall be measured at the

beginning of the test period. The set position on the damper(s) and/or VFD(s) will be marked or noted. Airflow will not change as long as damper(s) and/or VFD(s) remain in position.

2. Measure pressure drop across each biotrickling filter at beginning of test period.

3. Measure temperature of the inlet, outlet and ambient air.

4. Performance test period to begin at a noted time and last for four (4) hours. H_2S data from the common inlet location and from the outlet of each odor control system will be measured and logged once every 10 minutes to demonstrate performance during test period.

    a. The inlet H_2S data will be logged with a pre-calibrated OdaLog gas data logger with appropriate range and accuracy for the inlet air stream (0-1000 ppmv or 0 - 200 ppmv range, 1 ppm display resolution or 0.0 - 50.0 ppmv range, 0.1 ppmv display resolution).

    b. The outlet H_2S data will be logged with a pre-calibrated OdaLog gas data logger with appropriate range and accuracy for the outlet air stream. (0.00 - 2.00 ppmv range, 0.01 ppmv display resolution or 0.0 - 50.0 ppmv range, 0.1 ppmv display resolution).

B. H_2S Acceptance criteria:

The System's H_2S removal efficiency shall be determined by calculating the average inlet H_2S concentration and the average outlet H_2S concentration and using the following formula: H_2S removal efficiency (%) = (1 – (average outlet H_2S concentration/average inlet H_2S concentration)) x 100. The system shall have passed the performance test if either one of the following conditions is true:

- H_2S removal efficiency is ≥ 99.5% for inlet air H2S concentrations ≥ 20 ppmv
- Outlet H_2S concentration is ≤ 0.1 ppmv for inlet air H2S concentrations ≤ 20 ppmv

In the event that the average inlet H_2S concentration during the four (4) hour test period exceeds the specified aveage inlet H_2S concentration as listed in this Specification, or the maximum inlet H_2S concentration during the four (4) hour test period exceeds the specified maximum inlet H_2S concentration as listed in this Specification, the H_2S acceptance criteria shall not apply and the system shall be considered to have passed the performance test.

C. Odor Testing procedure

1. Measure airflow into each unit and, if necessary, adjust to the design airflow of 2800 cfm +/- 10%. Airflow balancing can be conducted by BioAir and witnessed by the Engineer and/or Contractor if desired. Airflow shall be measured at the beginning of the test period. The set position on the damper(s) and/or VFD(s) will be marked or noted. Airflow will not change as long as damper(s) and/or VFD(s) remain in position.
2. Measure pressure drop across each biofilter at beginning of test period.

3. Measure temperature of the inlet, outlet and ambient air.
4. One (1) set of air samples, each consisting of one (1) inlet air sample and one (1) outlet air sample from each odor control system, will be collected in 10 L Tedlar bags with a Vac'Scent air sampling chamber as near simultaneously as possible. (In the event that there is more than one odor control system, a separate inlet air sample will be taken for each outlet air sample as near simultaneously as possible.) Each set of samples shall be collected in duplicate to minimize the risk of sample loss during shipping. Only one (1) set of bag samples per biotrickling filter shall be analyzed for odors. Bag samples will be shipped to St. Croix Sensory (Lake Elmo, MN) or equal laboratory via UPS Next Day Air for analysis within 30 hours in accordance with ASTM 679-91. The airflow presentation rate shall be 20 L/min.

D. Odor Acceptance criteria

The system shall have passed the performance test if either one of the following conditions is true:

- Odor removal efficiency is ≥ 90% for inlet air odor concentrations ≥ 10,000 D/T* but ≤ 60,000 ppmv
- Outlet odor concentration is ≤ 1000 D/T for inlet air odor concentrations ≤ 10,000 D/T

Odor measurements that exceed the dilution limit of the laboratory shall be presented as >60,000 OUs, and for purposes of estimating the odor removal efficiency, 1OU = 0.5ppb H2S. For measurable values the laboratory shall present the results as the actual odor value, plus the upper and lower 95% confidence interval range of the measured value ("Range"). The odor removal acceptance shall be acceptable if the guaranteed odor value falls within the Range."

E. Automatic Flow Control System testing procedure

In the presence of the Engineer, the Manufacturer shall demonstrate the operation of the Automatic Flow Control System as given below.

1. Review the requirements list given in Section 2.05.D.3 and prove or demonstrate compliance with each point.
2. The following procedure shall be followed for each irrigation valve in the system. The cycle time shall be minimized to allow the procedure to be completed within 30 minutes.
   a. Open all manually controlled valves allow for maximum flow through the WCP. Set the target irrigation flow rate to 3x the normal irrigation flow rate (to allow the irrigation valve to fully open). Demonstrate that the valve will reach 100% open status within 20 s during irrigation.
   b. In between irrigation cycles, while the irrigation valve is CLOSED, set the target irrigation flow rate to the proper design irrigation flow rate. Demonstrate that the irrigation valve will automatically close in order to reach the design flow rate within 30 s during its next irrigation cycle.
   c. Repeat steps a. and b. above for a minimum of 3 additional set points both above and below the normal target irrigation flow rate.
   d. Set the target irrigation flow rate to the normal target irrigation flow rate. Partially close at least one valve upstream of the modulating ball valve and

demonstrate that the irrigation valve will automatically adjust to a more open position in order to reach the design flow rate within 30 s during its next irrigation cycle.

e. Return all Automatic Flow Control settings to their normal positions and fully open all upstream and downstream valves. Demonstrate that the system will return to normal flow control operation.

3.06 MANUFACTURER'S SERVICES

In addition to being available by phone to assist the Contractor during the offloading, installation, and startup of the equipment, the following Manufacturer's services shall be provided with the number of trips and days on site as a minimum.

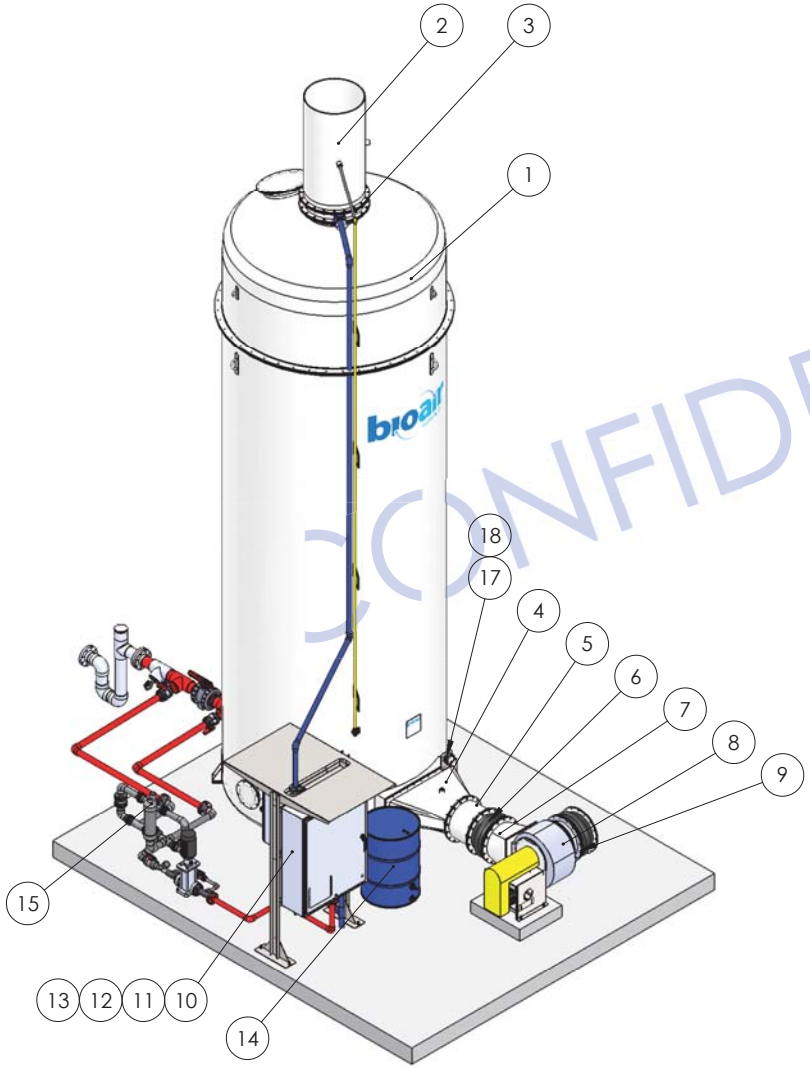
Startup assistance	One (1) trip, two (2) days on site
Performance testing assistance/training	One (1) trip, one (1) day on site

Notwithstanding the above, the Manufacturer shall continue to assist the Contractor with questions, issues and remote assistance until the system is properly installed, running satisfactorily and handed over to the Owner.

END OF SECTION

APPENDIX B – BioAir EcoFilter EF84 General Arrangement

REV.	DATE	ECN#	REVISION RECORD	ENG	CHK
A	01/27/2017			RK	RED



CONFIDENTIAL

ITEM	PART NO.	QTY.	DESCRIPTION	OPERATING WEIGHT (LB)
1	RA084100	1	ECOFILTER EF84 REACTOR ASSEMBLY WITH Ø4", ANSI 150 DRAIN	20700
2	ST244800	1	Ø24", PS15-69, H=48", OUTLET STACK, FRP	25
3	NA241500	1	Ø24", PS15-69, NOZZLE ASSEMBLY Ø1½" ANSI 150, PP	15
4	TP163600	1	Ø16", PS15-69, 36" X 11", RECTANGULAR TRANSITION, FRP	24
5	DV161100	1	Ø16", PS15-69, CONTROL - LEVER DAMPER VALVE, FRP	45
6	FC160000	2	Ø16", PS15-69, FLEX CONNECTOR, EPDM	25
7	BT161500_P14115	1	Ø16", PS15-69, RECT BLOWER TRANSITION, FRP	9
8	BL150001	1	BLOWER, CW, BH, ARRG. 10, FRP	550
9	RP141600	1	Ø14"xØ16", PS15-69, REDUCER PIECE. FRP	25
10	WP151000	1	Ø1½", ANSI 150, WATER PANEL, 316SS	160
11	PS342200	1	PANEL STAND, 316SS	112
12	SS000100	1	PANEL STAND STEEL SUNSHIELD, 316SS	69.14
13	CD14115	1	ELECTRICAL CONTROL PANEL, 316SS	75
14	NB550100	1	55GAL, NUTRIENT BARREL, HDPE	450
15	RS000710	1	Ø1½", CDLF 4-6, STARTUP SYSTEM	125
16	MW075150	1	Ø¾", SCH80, MAKE-UP WATER ASSEMBLY, PVC-U	10
17	2002	1	0-2.0 W.C. DWYER SERIES 2000 DIFFERENTIAL PRESSURE GAGE	1
18	SW000100	1	DIFFERENTIAL PRESSURE SWITCH/TRANSMITTER MOUNTING BRACKET, 316SS	5

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MATERIAL: SEE TABLE

FINISH:

DRAWN BY	DATE	ENG APPR.	DATE	QC APPR.	DATE
RK	01/27/2017				

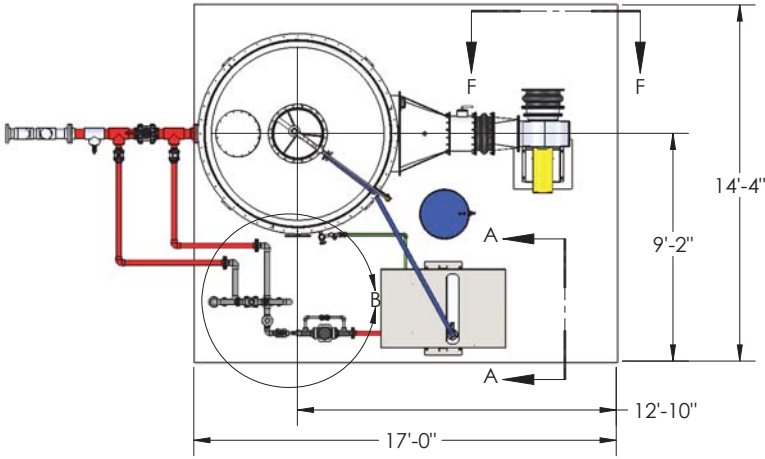
PART NAME

GENERAL ARRANGEMENT ECOFILTER EF84

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
TOLERANCES ARE:
ANGULAR: ±1°
FRACTIONS: ±1/4
TWO PLACE DECIMAL: ±.060
THREE PLACE DECIMAL: ±.030

SIZE	DWG. NO.	REV
B	EF84-GA_P14115	A

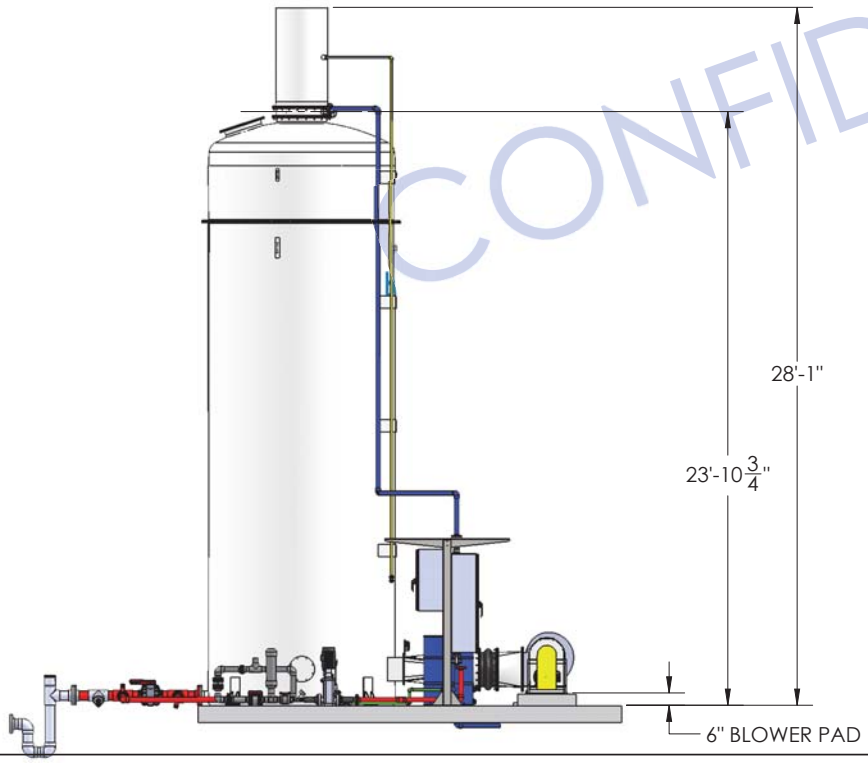
SCALE: 1:50 | SHEET 1 OF 6

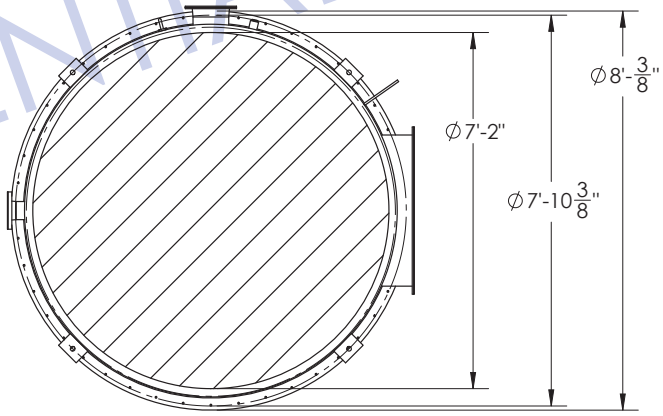


NOTES:

1. FOUNDATION PAD MUST BE FABRICATED UNIFORM IN TEXTURE AND APPEARANCE AND MEET A SURFACE PLANE TOLERANCE OF ⅛" IN 3FT
2. REACTOR TO BE SET ON MINIMUM TWO (2X) LAYERS OF TYPE II (NO. 30) ASTM D226 FELT PAPER (PROVIDED BY OTHERS)
3. ECOFILTER EF84 (PER VESSEL)
   1. VESSEL DIMENSIONSIONS =Ø8' X 23'-10¾"
   2. LOADING DISTRIBUTION AREA = 40.3 FT²
   3. SHIPPING WEIGHT = 5200 LB
   4. OPERATING WEIGHT = 20700 LB

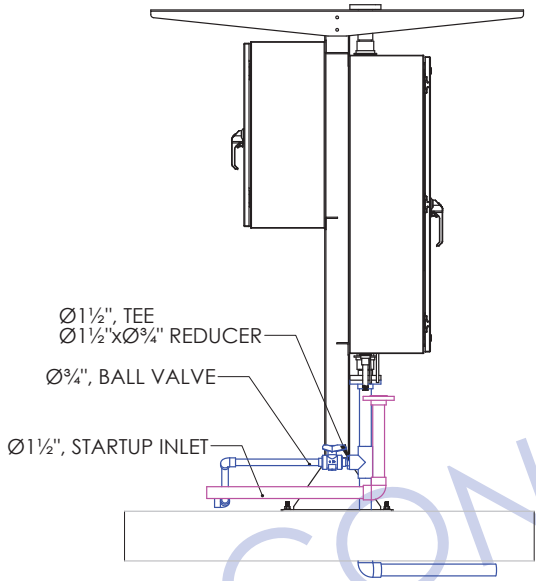
CONFIDENTIAL

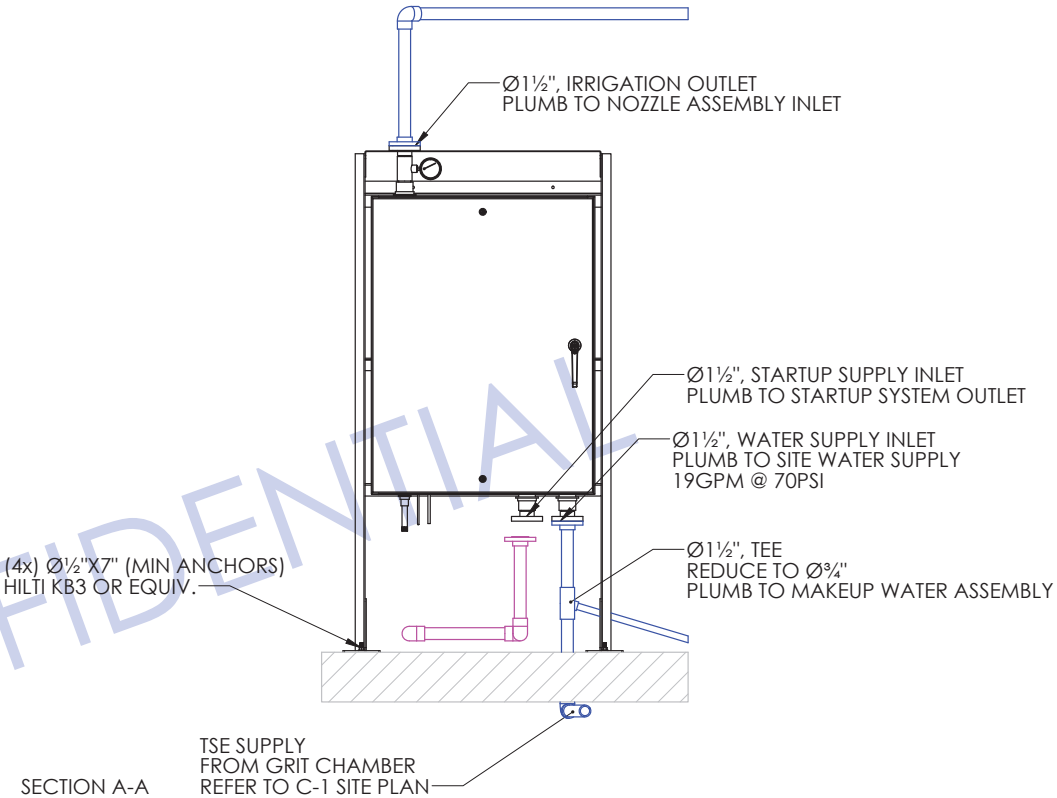




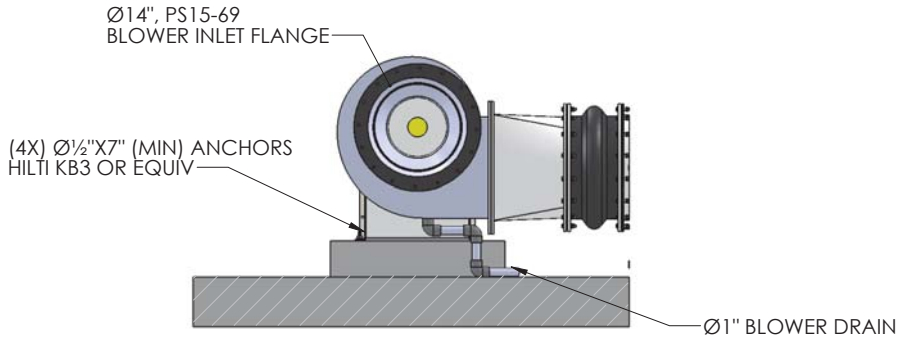
ECOFILTER EF84
LOADING DIAGRAM (TYP)
SCALE 1:30

SIZE	DWG. NO.	REV
B	EF84-GA_P14115	A
SCALE: 1:60	SHEET 2 OF 6	





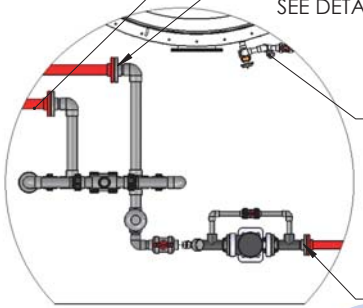
SECTION A-A



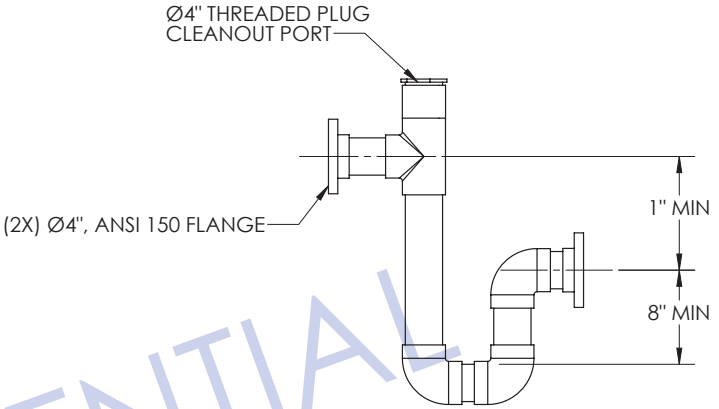
SECTION F-F

CONFIDENTIAL

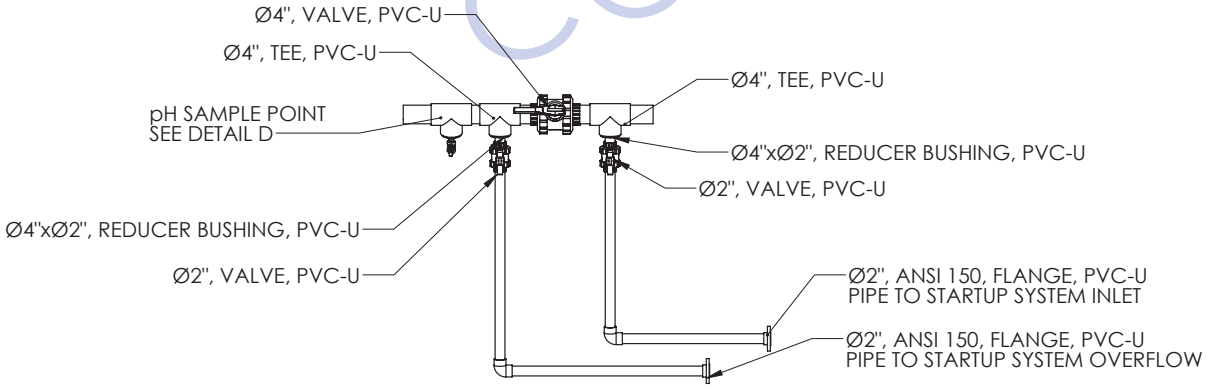
SIZE	DWG. NO.	REV
B	EF84-GA_P14115	A
SCALE: 1:20	SHEET 3 OF 6	



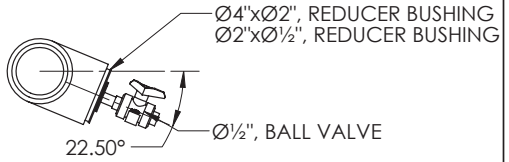
DETAIL B



DETAIL E
P-TRAP DETAILS
SCALE 1:15



DETAIL C
DRAIN CONNECTIONS



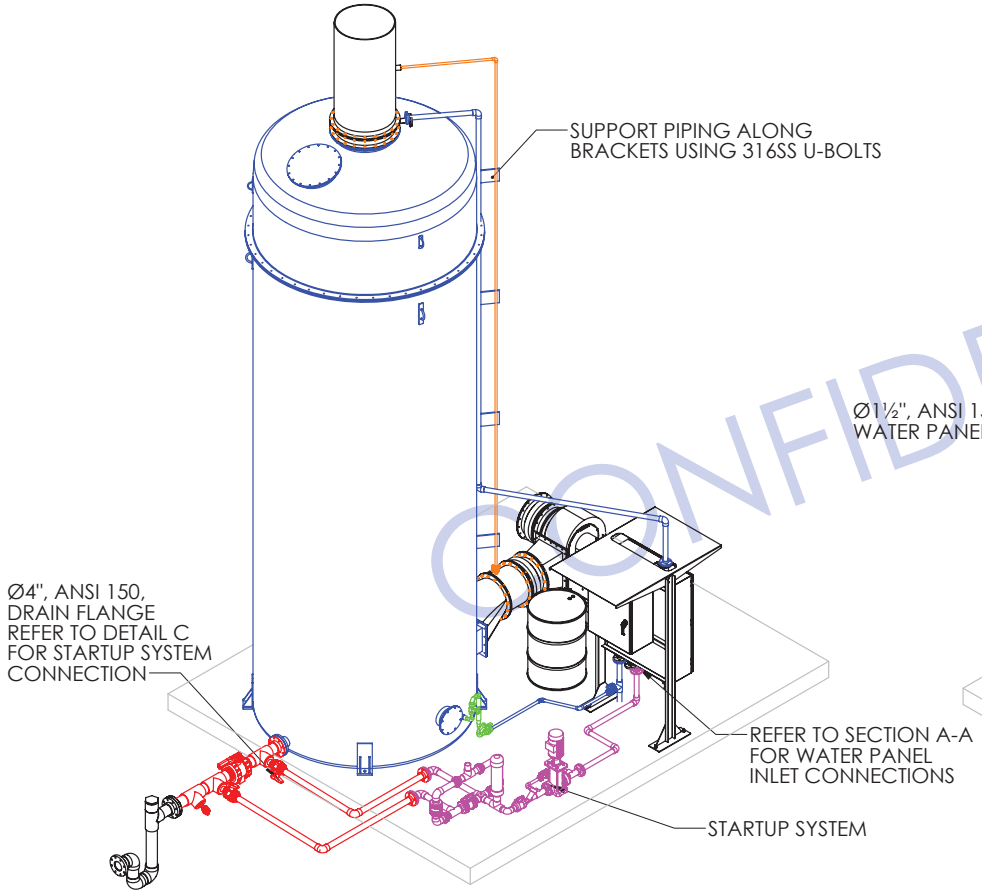
DETAIL D
DRAIN SAMPLE POINT
SCALE 1 : 10

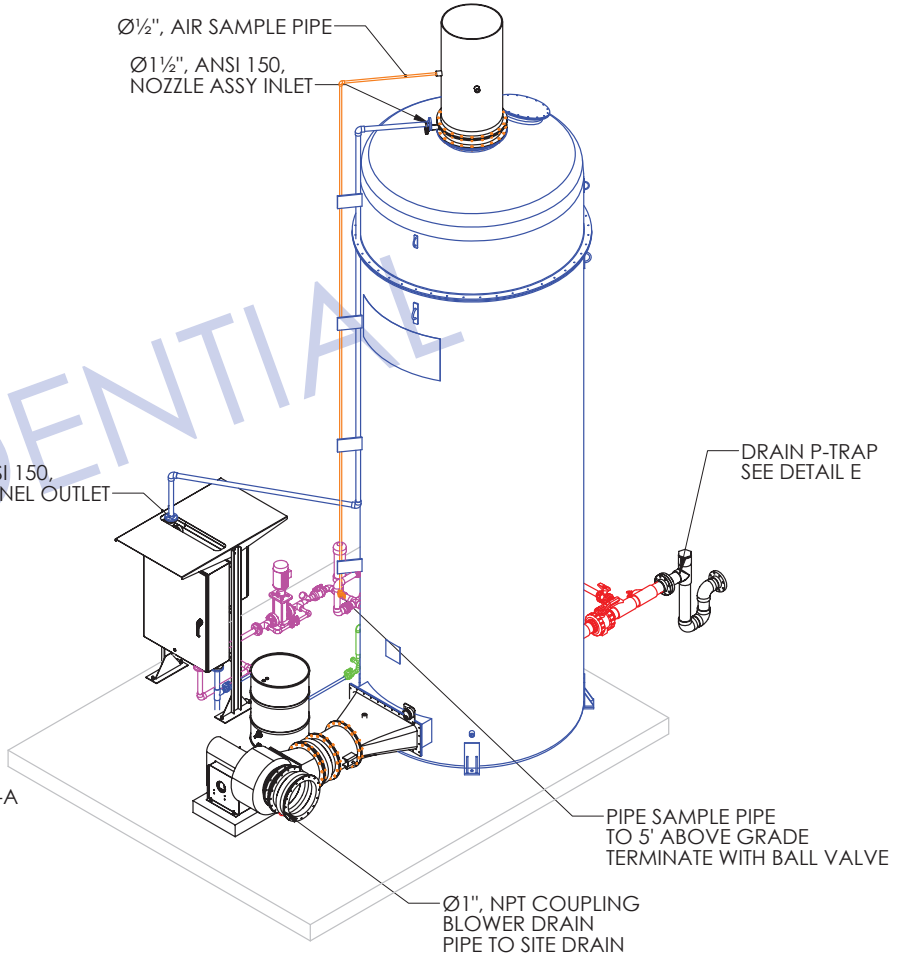
CONFIDENTIAL

SIZE	DWG. NO.	REV
B	EF84-GA_P14115	A
SCALE: 1:30		SHEET 4 OF 6

NOTES:

1. ALL PIPING TO BE SCHEDULE 80, PVC
2. REFERENCE SITE LAYOUT DRAWING C-1 FOR UPSTREAM DUCTWORK AND EQUIPMENT
3. ALL HARDWARE AND ANCHORS TO BE 316SS





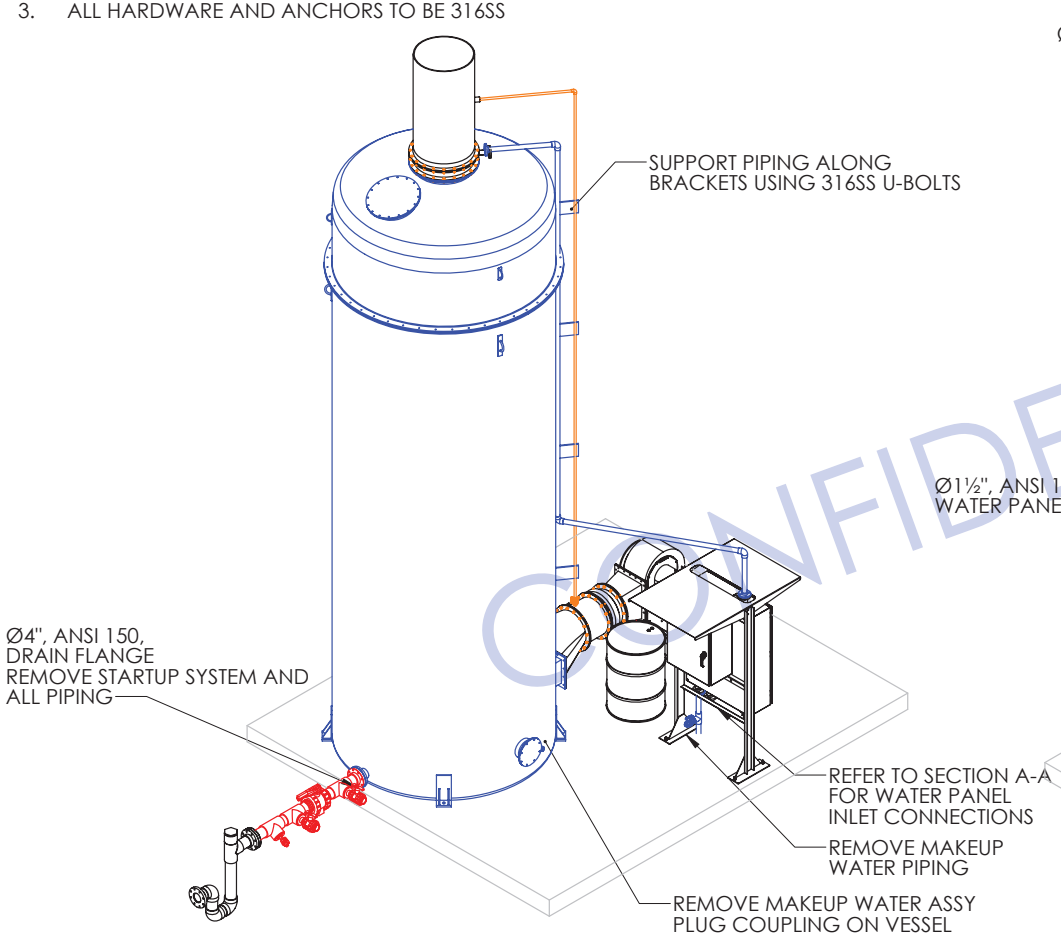
CONFIDENTIAL

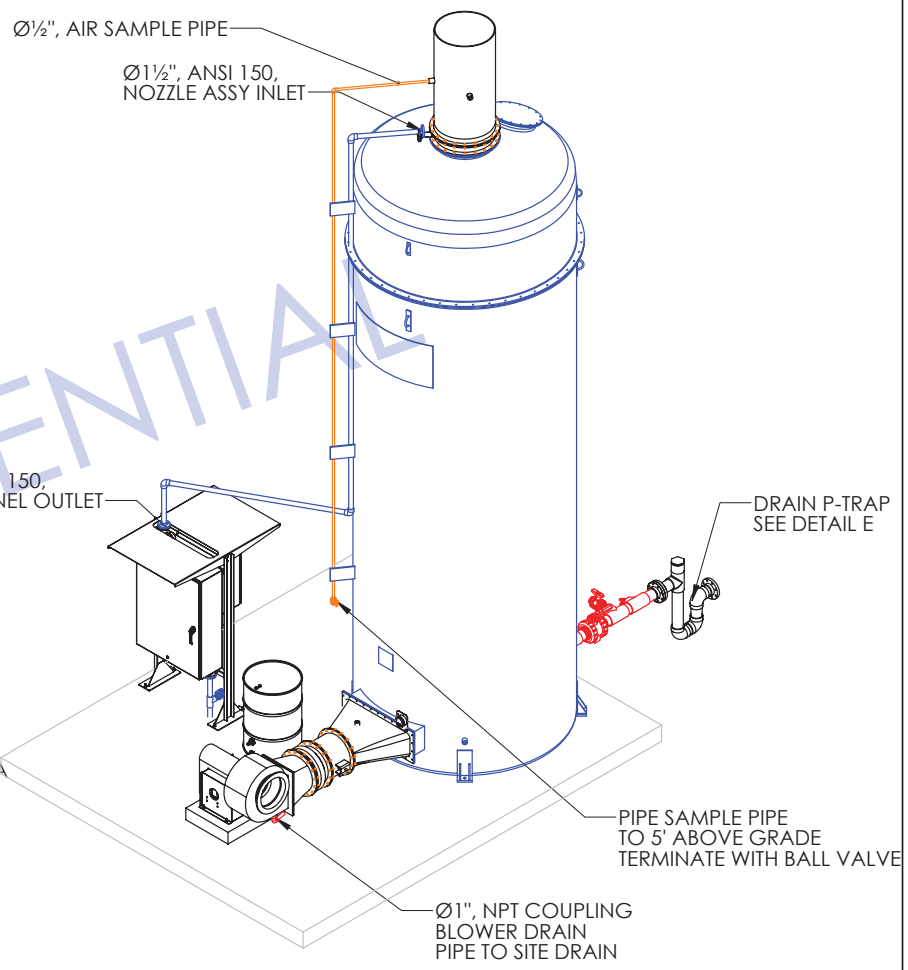
STARTUP OPERATION

SIZE	DWG. NO.	REV
B	EF84-GA_P14115	A
SCALE: 1:50	SHEET 5 OF 6	

NOTES:

1. ALL PIPING TO BE SCHEDULE 80, PVC
2. REFERENCE SITE LAYOUT DRAWING C-1 FOR UPSTREAM DUCTWORK AND EQUIPMENT
3. ALL HARDWARE AND ANCHORS TO BE 316SS





CONFIDENTIAL

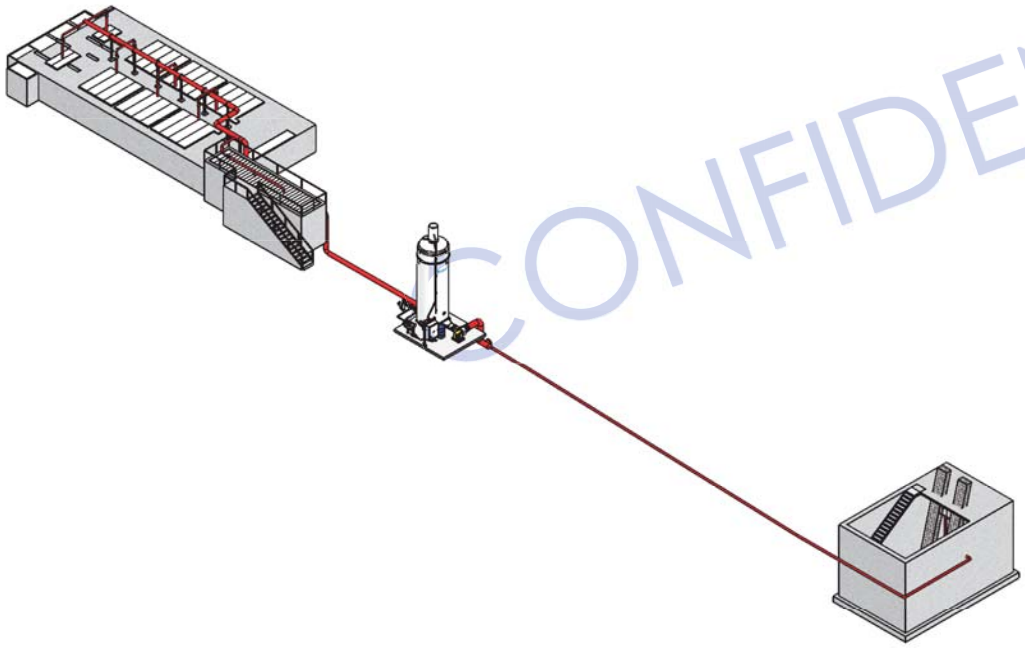
NORMAL OPERATION

SIZE	DWG. NO.	REV
B	EF84-GA_P14115	A
SCALE: 1:50	SHEET 6 OF 6	

APPENDIX C – BioAir Site Layout Drawings & Cover Details

REV.	DATE	ECN#	REVISION RECORD	ENG	CHK
A	01/27/2017			RK	

NOTES:
1. ALL DIMENSIONS AND SIZES FOR REFERENCE ONLY
2. ALL EXISTING ALUMINUM GRATING TO BE DISPOSED OR RECYCLED PER LOCAL REGULATIONS
3. ALL COVER DETAILS FOR GUIDANCE. FINAL SHOP DRAWINGS TO BE SUBMITTED FOR APPROVAL PRIOR TO FABRICATION



CONFIDENTIAL

ITEM	DESCRIPTION	QTY
1	GENERAL ARRANGEMENT ECOFILTER EF84	1
2	HEADWORKS COVER ASSY, FRP	1
3	PARSHALL FLUME COVER ASSY, FRP	1
4	PARSHALL FLUME SIDE COVER, FRP	1
5	GRIT CHAMBER INLET COVER ASSY, FRP	1
6	EF84 UPSTREAM DUCTWORK ASSY, FRP	1
7	Ø4", PS15-69, CONTROL - LEVER DAMPER VALVE, FRP	9
8	HEADWORKS INLET WEIR FLAT COVER, FRP	1
9	GRIT CHAMBER OUTLET COVER ASSY, FRP	1
10	GRIT CHAMBER OUTLET WEIR COVER ASSY, FRP	1
11	Ø3", PS15-69, CONTROL - LEVER DAMPER VALVE, FRP	5
12	GRIT CHAMBER EXPANSION COVER, FRP	1
13	GRIT CHAMBER PLANT 4 OUTFLOW COVER, FRP	1
14	SMALL GRATING REPLACEMENTS, FRP	1

Content of this drawing (including but not limited to all confidential & copyrighted material, patented or patent pending designs) is proprietary and remains the property of BioAir Solutions, L.L.C. and subsidiaries. It is sent to you subject to return upon demand and for the sole purpose as expressed in writing in this transmittal. It is not to be copied, reproduced or used in any way, directly or indirectly, detrimental to the interests of BioAir Solutions, L.L.C.

MATERIAL: SEE TABLE

FINISH:

DRAWN BY	DATE	ENG APPR.	DATE	QC APPR.	DATE
RK	01/27/2017				

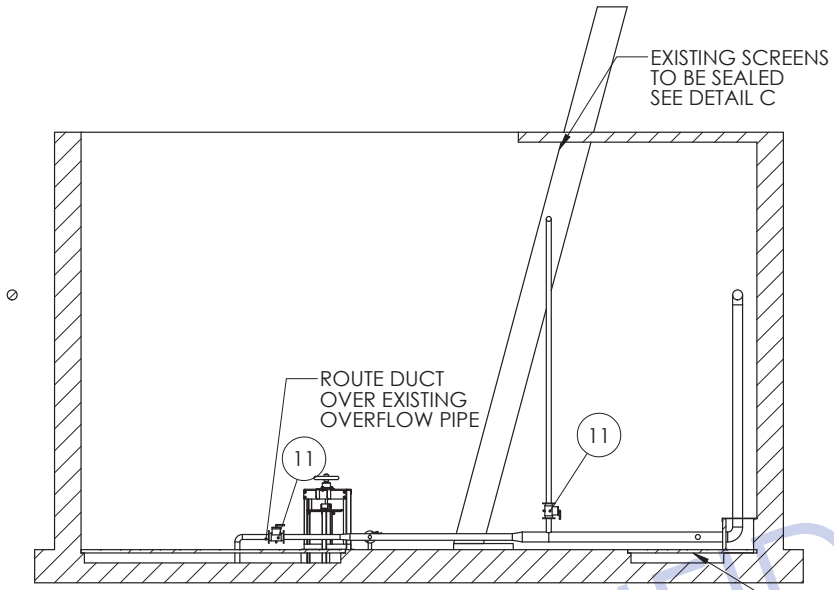
PART NAME

EF84 SITE LAYOUT

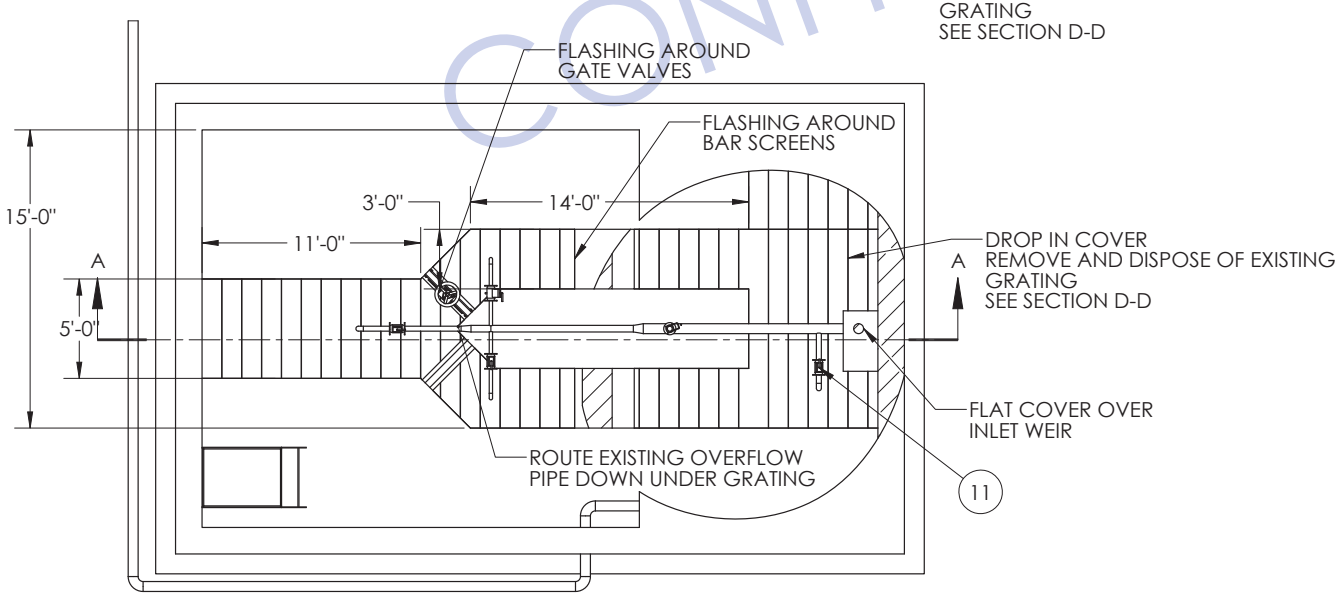
UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
TOLERANCES ARE:
ANGULAR: ±1°
FRACTIONS: ±1/4
TWO PLACE DECIMAL: ±.060
THREE PLACE DECIMAL: ±.030

SIZE	DWG. NO.	REV
B	EF84-SL_P14115	A

SCALE: 1:360 | SHEET 1 OF 6



SECTION A-A



CONFIDENTIAL

SIZE	DWG. NO.	REV
B	EF84-SL_P14115	A
SCALE: 1:75	SHEET 2 OF 6	

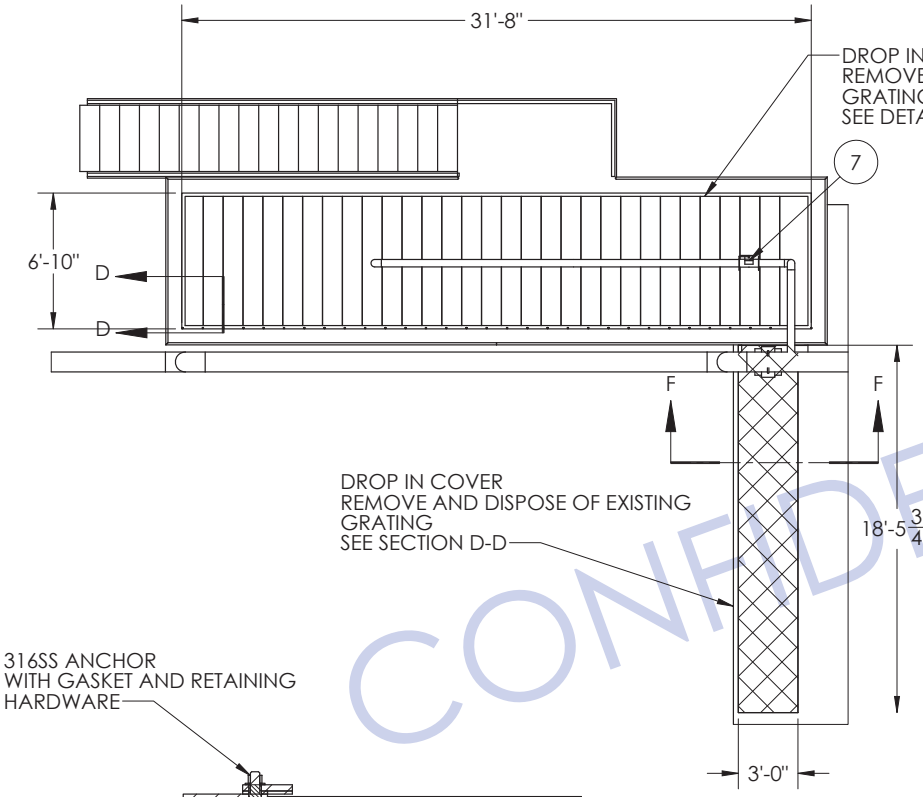
ELBOW EXISTING PIPE
90 DEGREES BELOW GRATING SURFACE
ROUTE VENTILATION DUCT ABOVE EXISTING PIPE

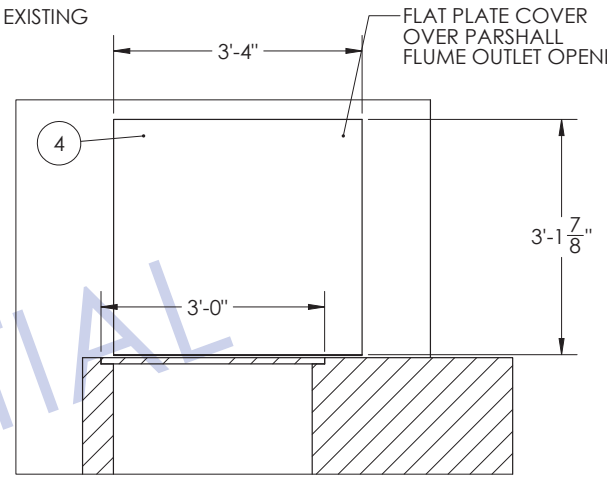
DETAIL B
HEADWORKS OVERFLOW PIPE

OPENING ON EXISTING
BAR SCREENTO BE SEALED

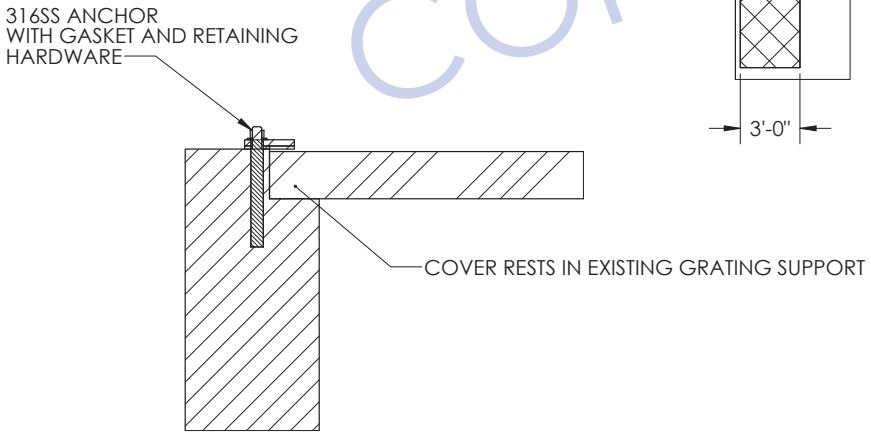
DETAIL C
BAR SCREEN SEALING

SIZE	DWG. NO.	REV
B	EF84-SL_P14115	A
SCALE: 1:20	SHEET 3 OF 6	





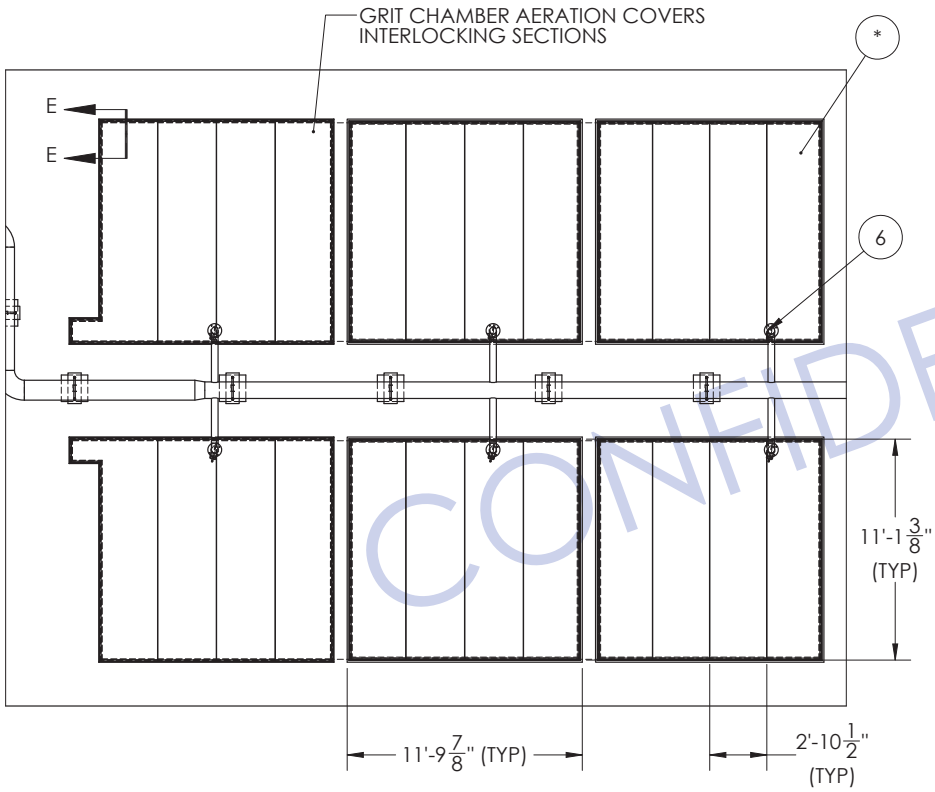
SECTION F-F
SCALE 1 : 20

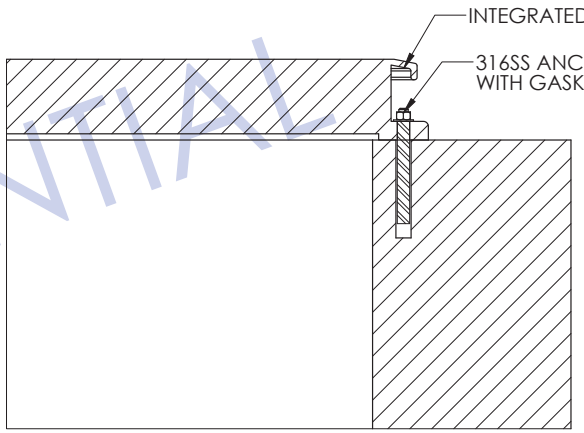


SECTION D-D
SCALE 1 : 5

CONFIDENTIAL

SIZE	DWG. NO.	REV
B	EF84-SL_P14115	A
SCALE: 1:75	SHEET 4 OF 6	

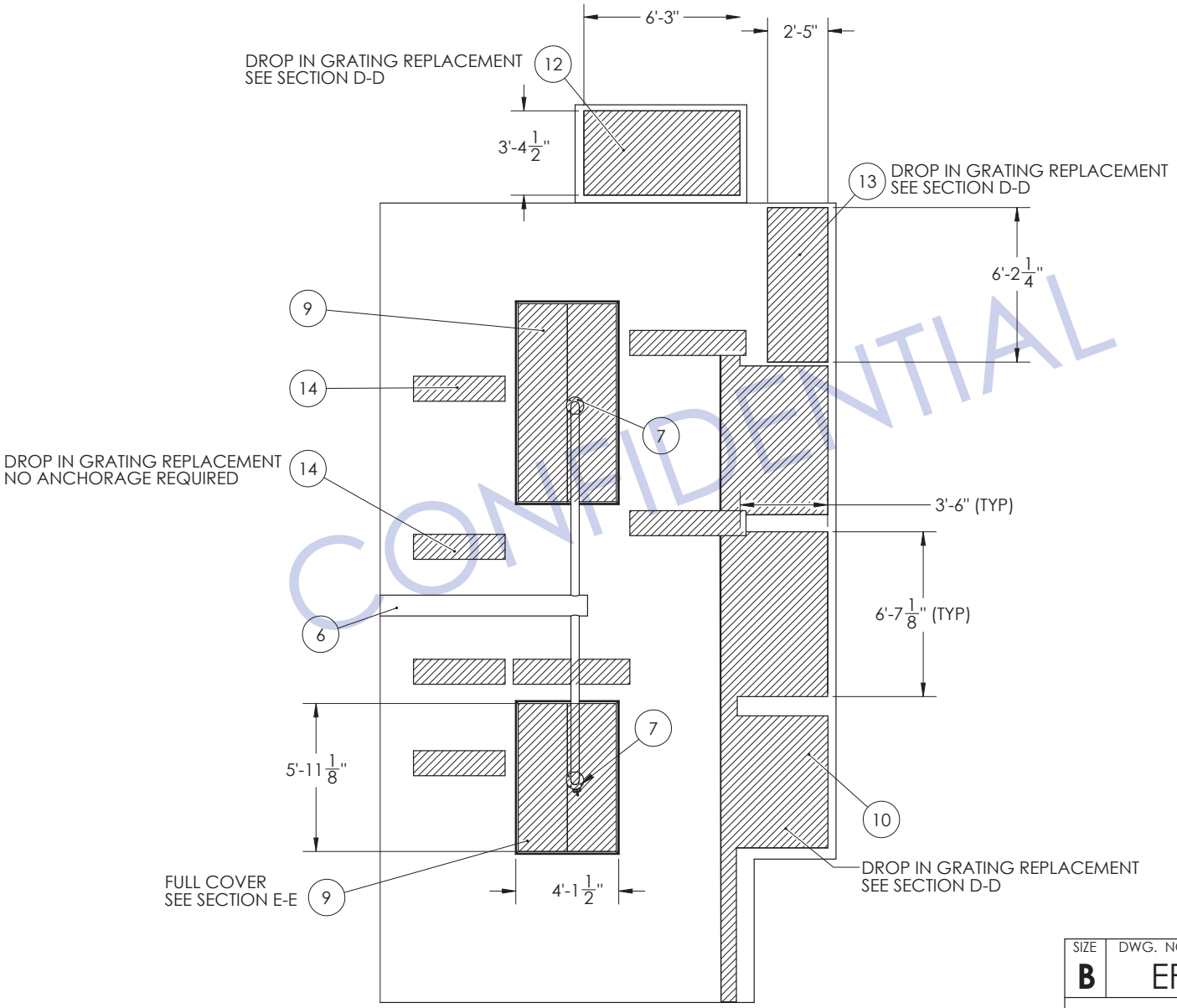




SECTION E-E
SCALE 1 : 5

CONFIDENTIAL

SIZE	DWG. NO.	REV
B	EF84-SL_P14115	A
SCALE: 1:75	SHEET 5 OF 6	

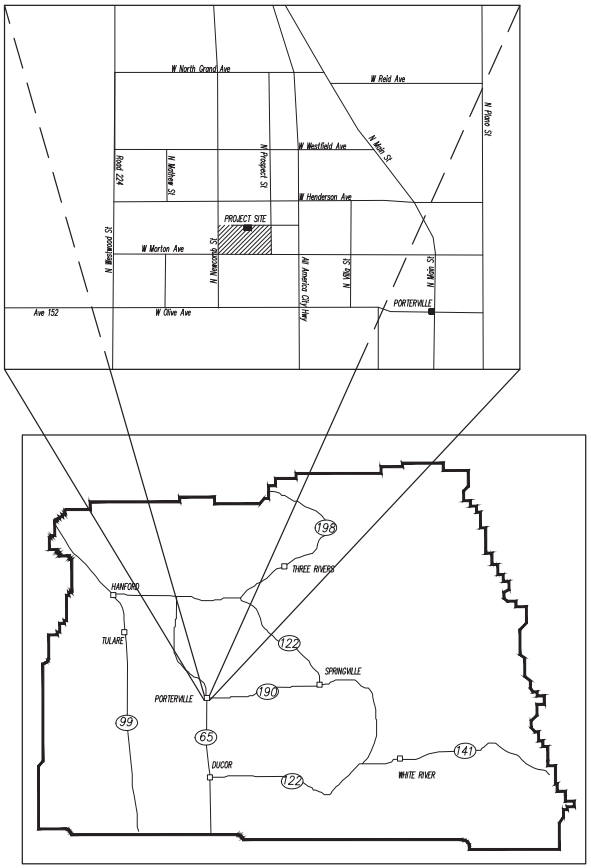


CONFIDENTIAL

SIZE	DWG. NO.	REV
B	EF84-SL_P14115	A
SCALE: 1:50	SHEET 6 OF 6	

APPENDIX D – Stamped Site Installation Plans

CITY OF PORTERVILLE
TULARE COUNTY, CALIFORNIA



VICINITY MAP

DRAWING FOR
THE ODOR CONTROL SYSTEM
Feb 2017

GENERAL NOTES

1. THE INSTALLER SHALL BE RESPONSIBLE FOR ANY ON-SITE IMPROVEMENTS DAMAGED DURING CONSTRUCTION AND FOR THEIR REPAIR.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE HEALTH AND SAFETY LAWS OF THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL SAFETY.
3. ALL LOCATIONS, ELEVATIONS, AND DIMENSIONS OF PIPELINES, STRUCTURES AND OTHER EXISTING FACILITIES WERE TAKEN FROM AVAILABLE RECORD DRAWINGS AND/OR MEASURED WHERE ACCESSIBLE. INFORMATION FROM AVAILABLE RECORD DRAWINGS CANNOT BE GUARANTEED FOR ACCURACY OR COMPLETENESS. THE INSTALLER SHALL LOCATED, FIELD VERIFY, PROTECT AND MAINTAIN ALL EXISTING UTILITIES, CONNECTIONS ETC. WHETHER OR NOT SHOWN.
4. THE INSTALLER SHALL NOTIFY THE UNDERGROUND SERVICE ALERT (USA) 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK FOR LOCATION OF UTILITIES BY CALLING 1-800-227-2600.
5. YARD PIPING SHOWN ON THESE DRAWINGS ARE SCHEMATIC. NOT ALL REQUIRED FITTINGS ARE SHOWN. THE INSTALLER SHALL SUBMIT DETAILED LAYOUT DRAWINGS OF ALL REQUIRED FITTINGS FOR PIPES 6-INCHES AND GREATER IN DIAMETER. DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO CONSTRUCTING THE PIPELINES.
6. INSTALLER SHALL REPLACE EXISTING CURBS, SWALE, PIPING, PAVING, GRASS, FENCE AND OTHER IMPROVEMENTS THAT ARE DISTURBED, REMOVED OR DAMAGED DURING CONSTRUCTION. REPLACE IN KIND.
7. RESTORE PAVEMENT AND UNPAVED AREAS TO EXISTING CONTOURS.
8. THE INSTALLER SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES A MINIMUM OF FOUR DAYS PRIOR TO BEGINNING PIPELINE EXCAVATION. PERSONS AND TELEPHONE NUMBERS TO CONTACT SHALL BE CONFIRMED AT PRECONSTRUCTION MEETING.

USA CABLE LOCATING SERVICE CONTACT 48 HOURS PRIOR TO EXCAVATING CALL: 1-800-642-2444	

APPROVED BY:

SHEET INDEX

1	G-1	COVER SHEET
2	G-2	LEGEND, SYMBOLS AND ABBREVIATIONS
3	C-1	SITE PLAN IMPROVEMENTS
4	C-2	BASEMENT PLAN AND SECTIONS
5	C-3	CIVIL DETAILS

REV	DATE	DESCRIPTION	APPR
1			

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY	AM
DRAWN BY	BL
CHECKED BY	AM
DATE	02/20/17

PROJECT ENGINEER	ALFONSO MANRIQUE
REG NUMBER	C63673
EXP DATE	09/30/18
PROJECT NUMBER	–
CADD STANDARDS	

REGISTERED PROFESSIONAL ENGINEER ALFONSO MANRIQUE No. C63673 Exp. 9/30/18 CIVIL STATE OF CALIFORNIA

Consulting Engineers

CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

COVER SHEET

DRAWING G-1

SHEET 1 OF 11 SHEETS

Instrumentation

- FT XX — Digital Water Flow Meter
- FT XX — Pulsed Nutrient Flow Sensor
- dPIT XX — Differential Pressure Indicator/Transmitter
- TIT XX — Temperature Indicator/Transmitter
- dPT XX — Differential Pressure Transmitter
- TT XX — Temperature Transmitter
- QIT XX — H2S Indicator/ Transmitter
- QT XX — H2S Transmitter
- pHIT XX — pH Indicator/ Transmitter
- pHT XX — pH Transmitter
- FI-X — Flow Gauge
- PI-X — Pressure Gauge
- dP-X — Differential Pressure Gauge
- TI-1 — Temperature Gauge
- LLS XX-XX — Low Level Sensor
- HLS XX-XX — High Level Sensor
- FS XX — Flow Switch
- PS XX — Pressure Switch
- LID XX — Level Indicator
- EM XX — Electric Motor
- Mixer
- Rotameter

Components

- DV-XX — Manual Damper Butterfly Valve
- ADV-XX — Motorized Damper Butterfly Valve
- FC-XX — Flexable Duct Connection
- BV-XX — 2 Way Manual Ball Valve
- ABV-XX — 2 Way Motorized Ball Valve
- MV-XX — Diaphragm Valve
- BV-XX — 3 Way Manual Ball Valve
- ABV-XX — 3 Way Motorized Ball Valve
- FXX_XXX — Flange Connection (size per chart)
- 1 " Field Coupling (for instruments)
- Demister
- Slope
- Heater
- WL_XXX — Water Trap
- Drain
- Reducer
- ST-XX — Strainer
- CV-XX — Check Valve
- Spray Nozzle
- LCV-XX — Level Control Valve
- RP-XX — Centrifugal Pump
- BL-XX — Air Blower
- NP-XX — Nutrient Dosing Pump
- NT-XX — Nutrient Tank
- DV-XX — Backdraft Valve
- EM XX — Electric Mixer

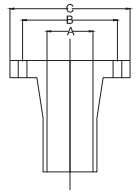
FLANGE DESIGNATIONS

F01	REACTOR AIR INLET
F02	REACTOR AIR DISCHARGE
F03	REACTOR DRAIN
F04	WATER LOCK INLET
F05	WATER LOCK DISCHARGE
F06	BLOWER AIR INLET
F07	BLOWER AIR DISCHARGE
F08	REACTOR LOWER SPRAY NOZZLE
F09	REACTOR UPPER SPRAY NOZZZLE
F10	REACTOR UPPER WATER DISCHARGE
F11	REACTOR UPPER WATER LOCK INFEED
F12	REATOR UPPER WATER LOCK DISCHARGE
F13	CARBON REACTOR AIR INLET
F14	CARBON REACTOR AIR DISCHARGE
F15	STARTUP SYSTEM INLET
F16	STARTUP SYSTEM PUMP INLET
F17	STARTUP SYSTEM PUMP DISCHARGE
F18	STARTUP WATER MAKEUP
F19	STARTUP SYSTEM WATER DRAIN
F20	STARTUP SYSTEM OVERFLOW
F21	WATER CABINET POTABLE WATER INLET
F22	WATER CABINET STARTUP WATER INLET
F23	WATER CABINET WATER DISCHARGE #1
F24	WATER CABINET WATER DISCHARGE #2
F25	WATER CABINET WATER DISCHARGE #3
F26	WATER CABINET WATER DISCHARGE #4

C / B
C = CONNECTION IS INSTALLER'S RESPONSIBILITY
B = CONNECTION IS BIOAIR'S RESPONSIBILITY

FLANGE SIZES & DIMENSIONS

FLANGE NUMBER	STANDARD	A	B	C	NO. OF HOLES	HOLE SIZE	THICKNESS
W05	ANSI 150	1/2"	2 3/8"	3 1/2"	4	5/8"	7/16"
W08	ANSI 150	3/4"	2 3/4"	3 7/8"	4	5/8"	1/2"
W10	ANSI 150	1"	3 1/8"	4 1/4"	4	5/8"	9/16"
W12	ANSI 150	1 1/4"	3 1/2"	4 5/8"	4	5/8"	5/8"
W15	ANSI 150	1 1/2"	3 7/8"	5"	4	5/8"	11/16"
W20	ANSI 150	2"	4 3/4"	6"	4	3/4"	3/4"
W40	ANSI 150	4"	7 1/2"	9"	8	3/4"	3/4"
W60	ANSI 150	6"	9 1/2"	11"	8	7/8"	1"
A04	PS15-69	4"	7"	8 3/8"	4	7/16"	1/4"
A06	PS15-69	6"	9"	10 3/8"	8	7/16"	1/4"
A08	PS15-69	8"	11"	12 3/8"	8	7/16"	1/4"
A12	PS15-69	12"	15"	16 3/8"	12	7/16"	3/8"
A16	PS15-69	16"	19"	20 3/8"	16	7/16"	1/2"
A20	PS15-69	20"	23"	24 3/8"	20	7/16"	1/2"
A24	PS15-69	24"	27"	28 3/8"	24	7/16"	1/2"
A30	PS15-69	30"	33"	34 3/8"	30	7/16"	1/2"
A36	PS15-69	36"	39"	40 3/8"	36	7/16"	1/2"



REV	DATE	DESCRIPTION	APPR
1			

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY	AM
DRAWN BY	BL
CHECKED BY	AM
DATE	02/20/17

PROJECT ENGINEER	ALFONSO MANRIQUE
REG NUMBER	C63673
EXP DATE	09/30/18
PROJECT NUMBER	–
CADD STANDARDS	

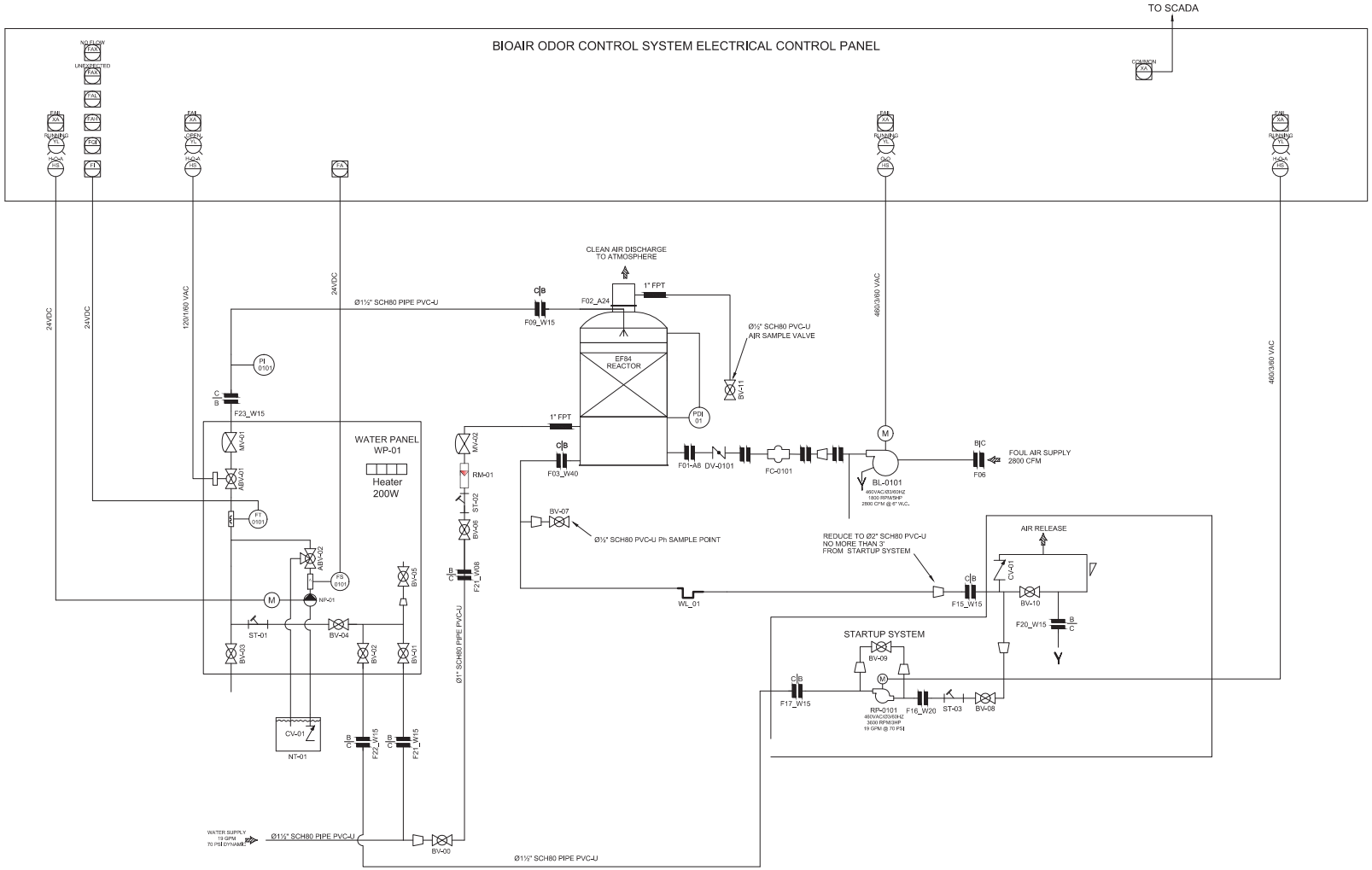
REGISTERED PROFESSIONAL ENGINEER — ALFONSO MANRIQUE — No. C63673 Exp. 9/30/18 — CIVIL — STATE OF CALIFORNIA

Consulting Engineers

CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

ABBREVIATIONS AND LEGEND

DRAWING G-2
SHEET 2 OF 11 SHEETS



REV	DATE	DESCRIPTION	APPR
1			

VERIFY SCALES
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

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PROJECT ENGINEER: ALFONSO MANRIQUE
REG NUMBER: C63673 EXP DATE: 09/30/18
PROJECT NUMBER: –
CADD STANDARDS:

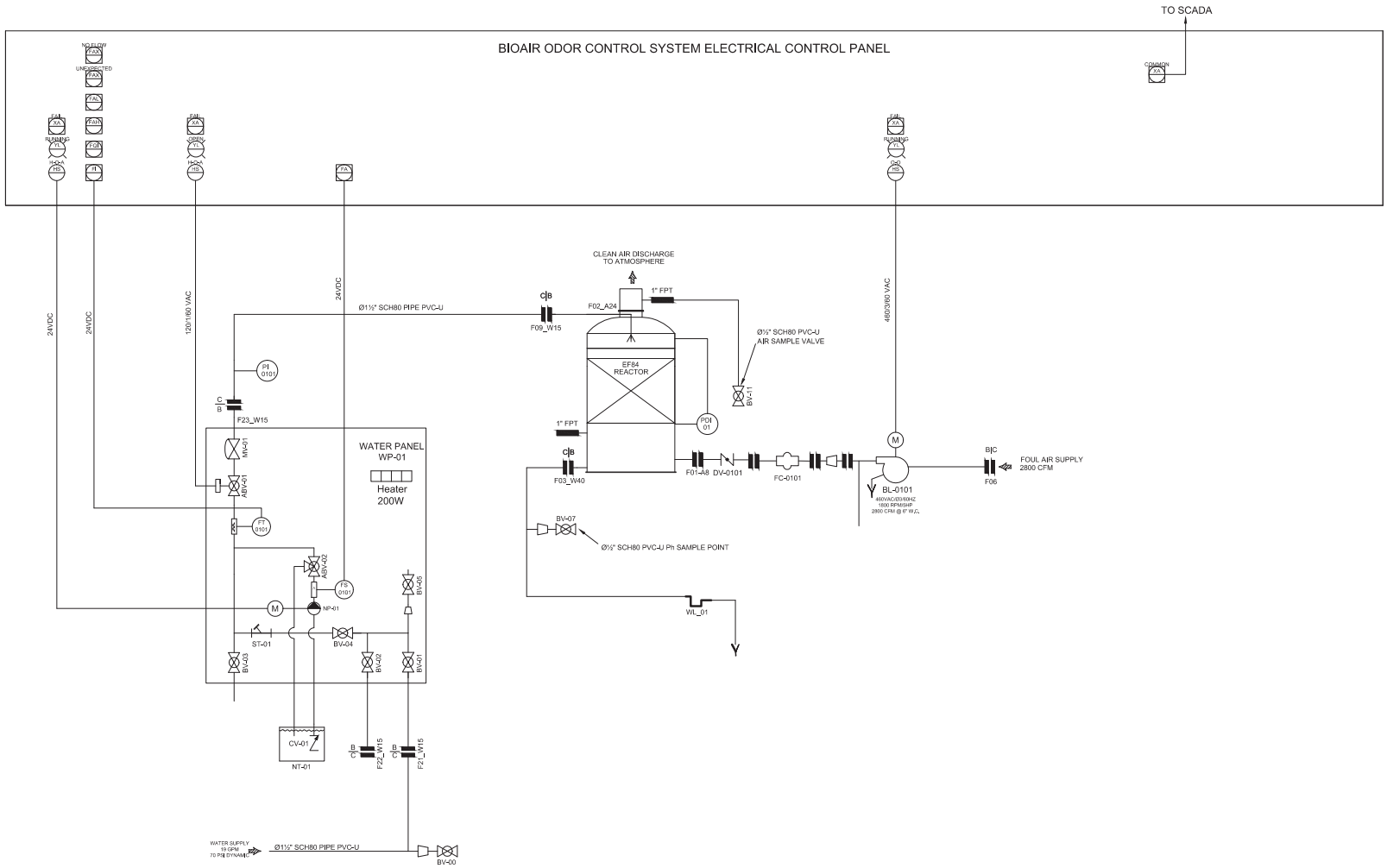
REGISTERED PROFESSIONAL ENGINEER ALFONSO MANRIQUE No. C63673 Exp. 9/30/18 CIVIL STATE OF CALIFORNIA

Consulting Engineers

CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

P&ID 1

DRAWING G-3
SHEET 3 OF 12 SHEETS



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CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

P&ID 2

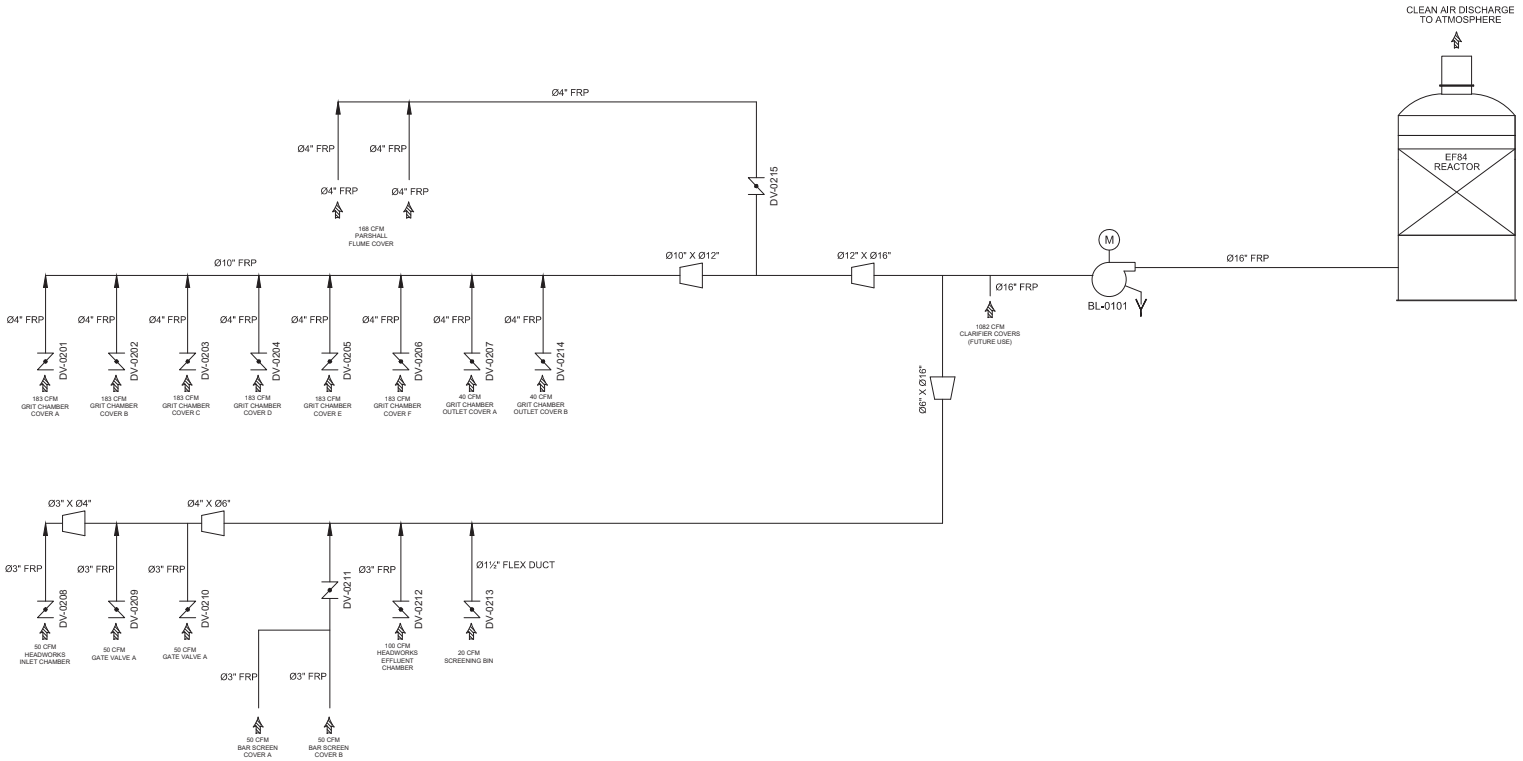
DRAWING G-4

SHEET 4 OF 12 SHEETS

LEGEND:

DV-xxxx

IDV = ISOLATION DAMPER VALVE
BDV = BACKDRAFT DAMPER VALVE
DV = CONTROL DAMPER VALVE
ADV = ACTUATED DAMPER VALVE



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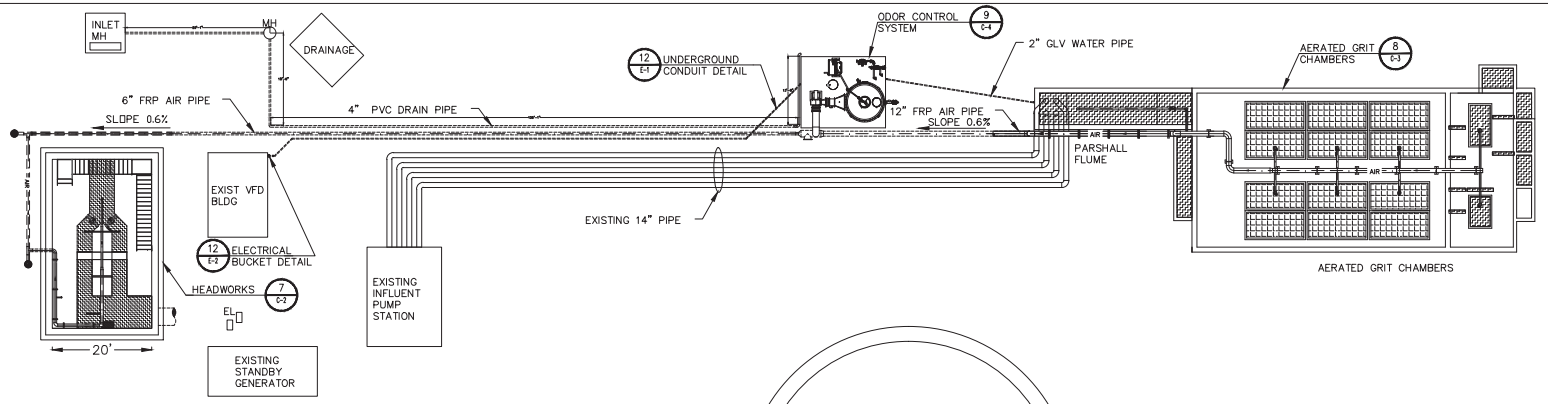
CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

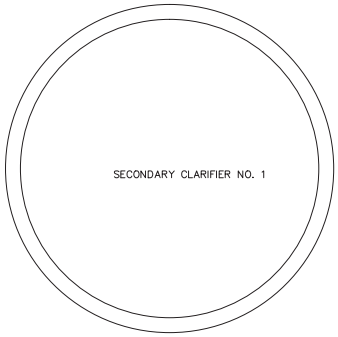
PFD

DRAWING G-5
SHEET 5 OF 12 SHEETS



NOTES:

1. AIR PIPE AND FITTINGS SHALL BE FRP.
2. FRP PIPES AND PANEL COVERS WILL BE SUPPLIED BY OTHERS AND INSTALLED BY INSTALLER.
3. ALL SUPPORTS SHALL BE SUPPLIED AND INSTALLED BY INSTALLER. SEE PLANS FOR PIPE SUPPORTS SPACING. PROVIDE ADDITIONAL PIPE SUPPORTS AS REQUIRED.
4. WHEN INSTALLING PIPE IN TRENCHES, DO NOT DEVIATE MORE THAN 1 INCH FROM LINE OR 1/4 INCH GRADE. MEANING ELEVATION AT THE PIPE INVERT.
5. PLACE 1/8" THICK TEFLON PAD BETWEEN PIPE AND PIPE SADDLE AND SUPPORT (TYP).
6. SEE PLANS FOR PIPE SIZE, TYPE, AND ELEVATION.
7. FRP PIPE JOINTS SHALL BE BUTT AND WRAP IN ACCORDANCE WITH MANUFACTURER SPECIFICATION.
8. ALL U-BOLTS, BOLTS, NUTS AND WASHERS SHALL BE SST 316.
9. ALL ANCHOR BOLTS SHALL BE SST 316, EPOXY TYPE. HILTI OR EQUAL.
10. ALL SUPPORTS SHALL BE GALVENIZED STEEL.



SITE PLAN 1
1"=25'-0"

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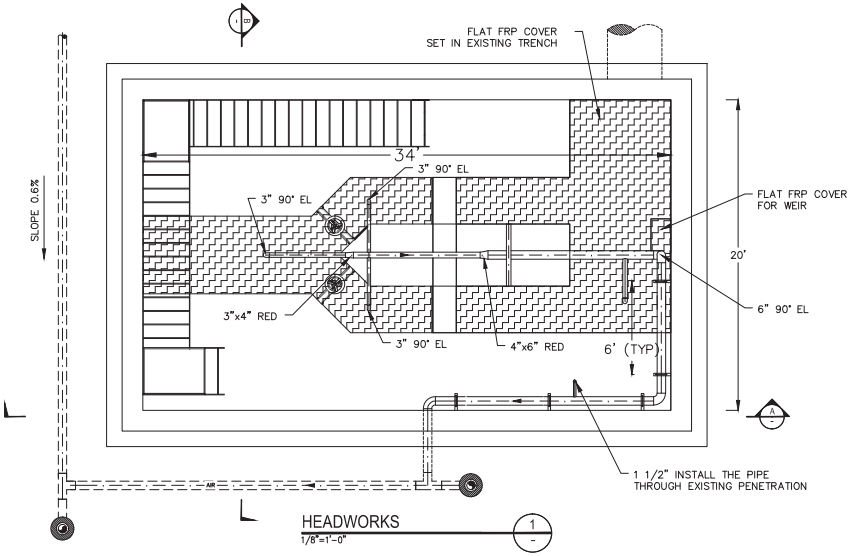
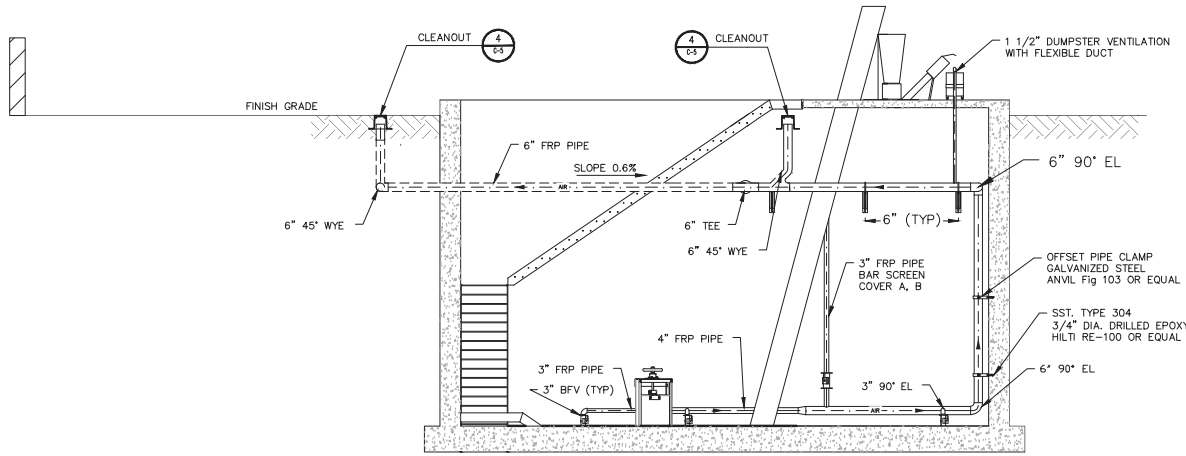
CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

SITE PLAN

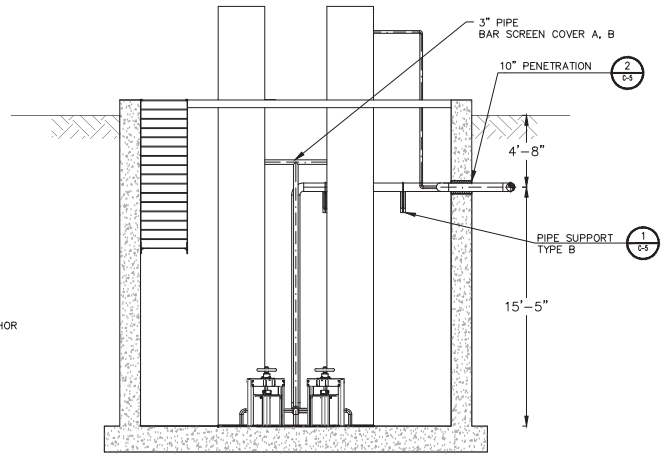
DRAWING C-1
SHEET 6 OF 11 SHEETS



HEADWORKS
1/8"=1'-0"



SECTION
1/8"=1'-0"



SECTION
1/8"=1'-0"

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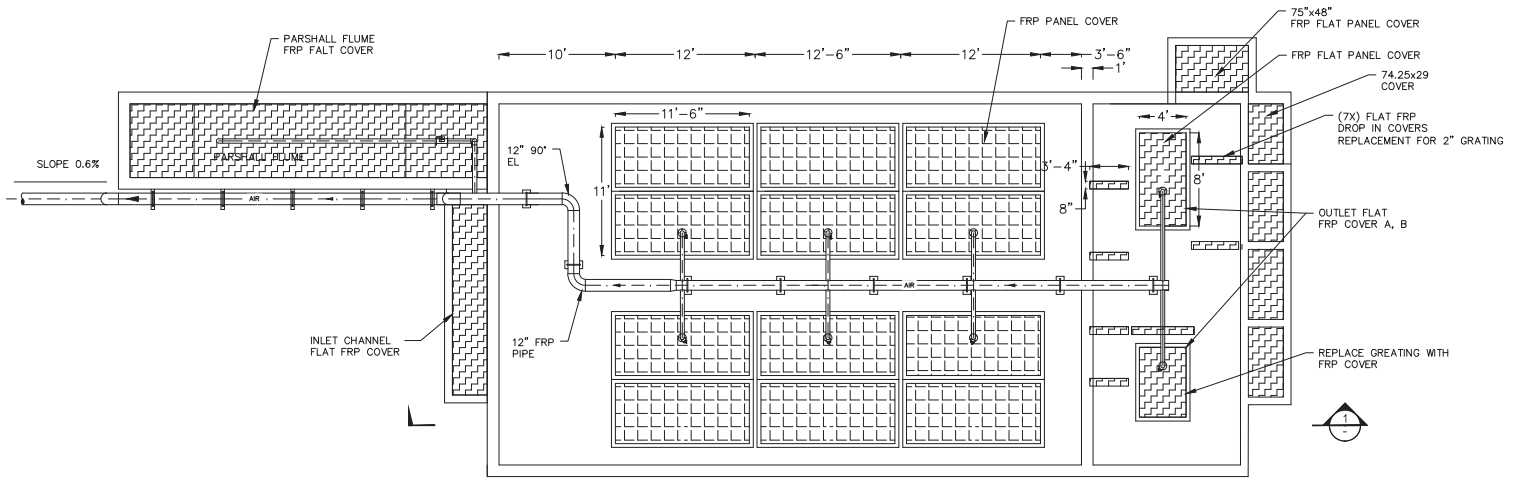
Consulting Engineers

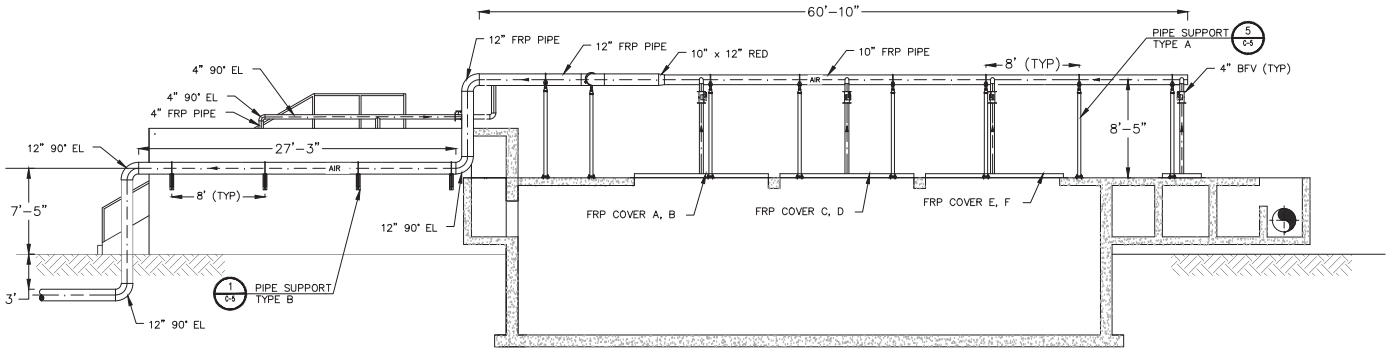
CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

HEADWORKS

DRAWING C-2
SHEET 7 OF 12 SHEETS



AERATED GRIT CHAMBERS 1
3/32"=1'-0"



SECTION A
3/32"=1'-0"

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CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

AERATED GRIT CHAMBERS

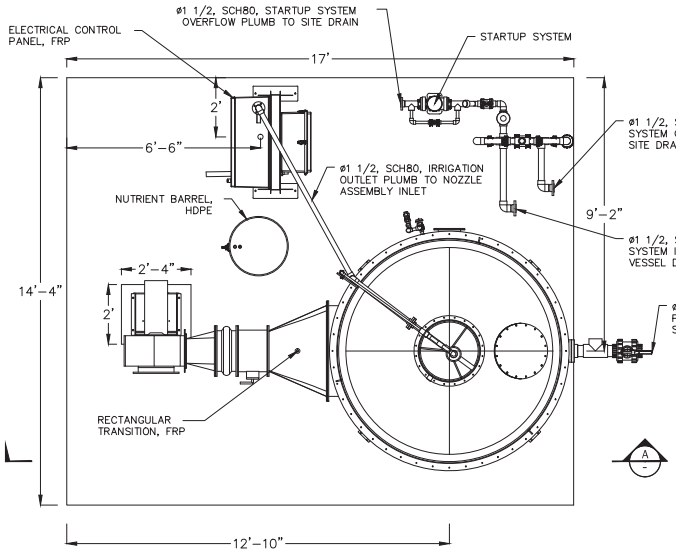
DRAWING C-3
SHEET 8 OF 12 SHEETS

PAD NOTES:

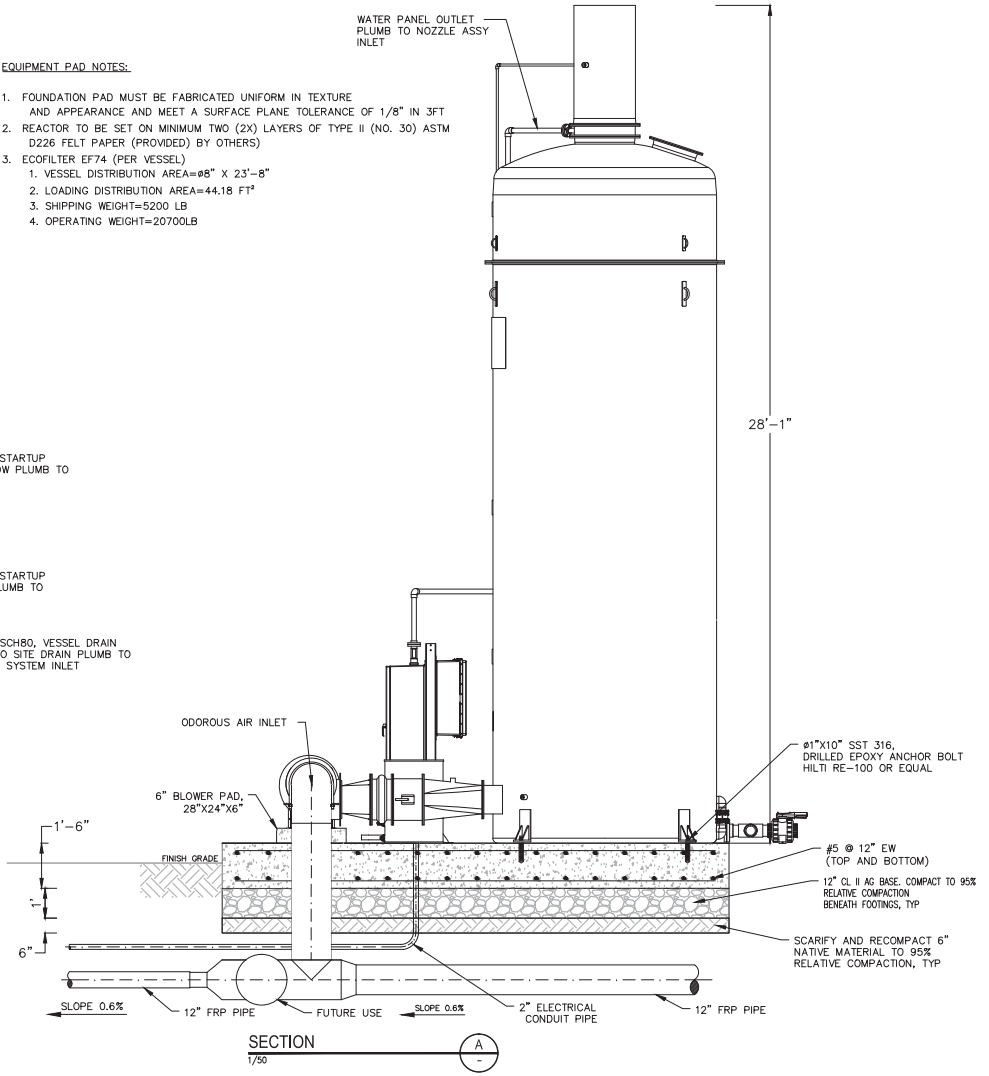
1. THE MINIMUM PAD SIZE SHALL BE AS INDICATED OR SHOWN ON THE DRAWINGS OR DETERMINED BY THE EQUIPMENT MANUFACTURER.
2. EQUIPMENT BASES SHALL BE INSTALLED LEVEL UNLESS NOTED OTHERWISE.
3. PROVIDE WEDGES OR SHIMS TO SUPPPORT THE BASE WHILE THE NON-SHRINK GROUT IS PLACED. TEMPORARY LEVELING NUTS SHALL BE BACKED OFF. THE WEDGES OR SHIMS THAT REMAIN IN PLACE SHALL NOT BE EXPOSED TO VIEW.
4. RELATIVE COMPACTION IS EXPRESSED AS A PRESENCE OF MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D1557
5. MINIMUM 28 DAY COMPRESSIVE STRENGHT OF CONCRETE SHALL BE 3,500 PSI
6. ALL REINFORCED BAR BENDS SHALL HAVE A RADIUS OF FOUR (4) TIMES THE BAR DIAMETER.
7. REINFORCING TO BE PLACED AS FOLLOWS: PLACE AT CENTER WHERE ONE (1) MAT IS INDICATED;
8. WHERE TWO (2) MATS OF STEEL ARE INDICATED, #5 BARS AND SMALLER SHALL HAVE 2" OF COVER. ALL BARS IN FLOORS SHALL HAVE 3" CLEAR BETWEEN THEM AND GROUND SURFACES UNLESS OTHERWISE SHOWN.
9. REINFORCING STEEL SHALL CONFORM TO ASTM DESIGNATION A615 GRADE 60 BILLET STEEL BARS.

EQUIPMENT PAD NOTES:

1. FOUNDATION PAD MUST BE FABRICATED UNIFORM IN TEXTURE AND APPEARANCE AND MEET A SURFACE PLANE TOLERANCE OF 1/8" IN 3FT
2. REACTOR TO BE SET ON MINIMUM TWO (2X) LAYERS OF TYPE II (NO. 30) ASTM D226 FELT PAPER (PROVIDED) BY OTHERS)
3. ECOFILTER EF74 (PER VESSEL)
   1. VESSEL DISTRIBUTION AREA=ø8" X 23'-8"
   2. LOADING DISTRIBUTION AREA=44.18 FT²
   3. SHIPPING WEIGHT=5200 LB
   4. OPERATING WEIGHT=20700LB



ODOR CONTROL PACKAGE 1/50 (1)



SECTION 1/50 (A)

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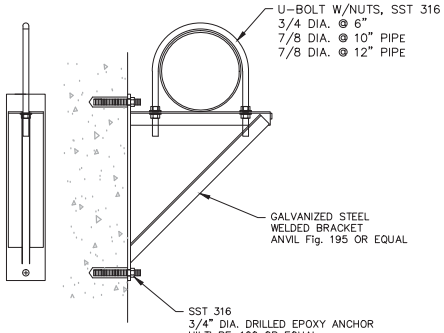
CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

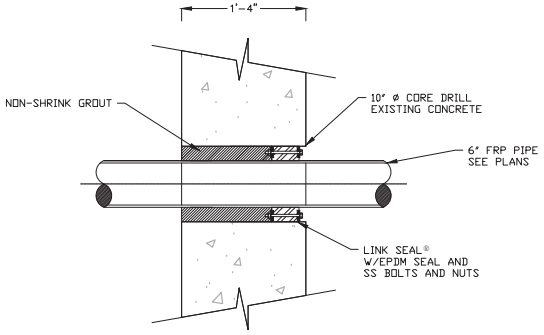
ODOR CONTROL UNIT

DRAWING C-4
SHEET 9 OF 12 SHEETS



WALL MOUNT PIPE SUPPORT (TYP B) 1

NOT TO SCALE



PIPE PENETRATION 2

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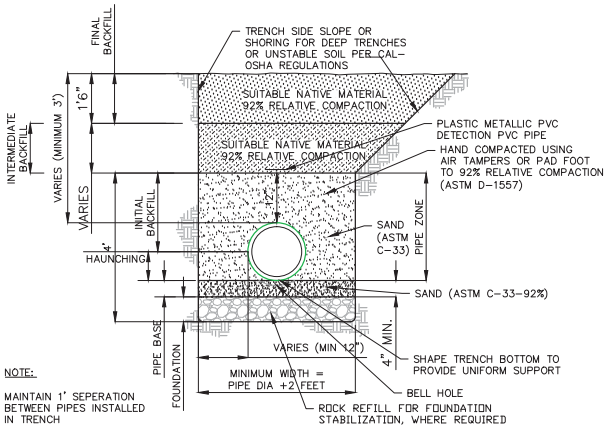
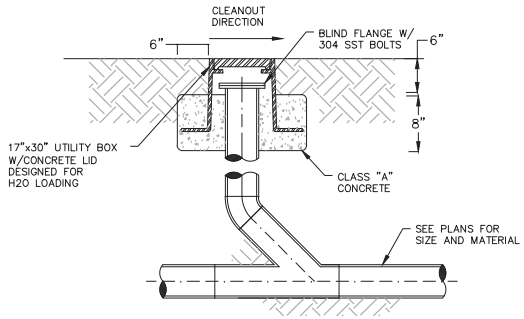


PIPELINE TRENCH DETAIL 4

NOT TO SCALE



CLEANOUT DETAIL 4

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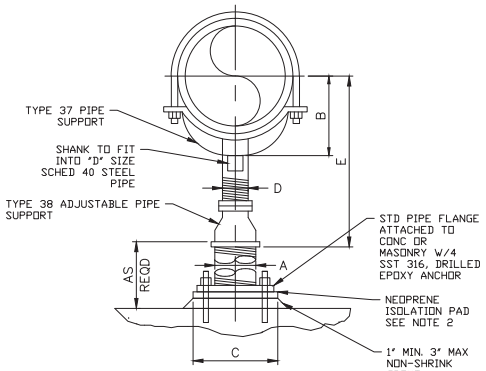

PIPE SUPPORT W/SADDLE (TYPE A) 5

NOT TO SCALE

NOTES:

1. PROVIDE HALF ROUND RIGID INSULATION AND INSULATION PROTECTION SHIELD (TYPE 40), SIMILAR TO GRINNELL FIG 167 OR B-LINE B-3151 WHEN PIPING IS INSULATED.
2. PROVIDE NEOPRENE WAFFLE ISOLATION PAD SIMILAR TO MASON TYPE "W" OR KORFUND KORPAD 40, UNDER SUPPORT FOOT WHEN PIPING IS TO BE ISOLATED OR FIRST SUPPORT ADJACENT TO MECHANICAL EQUIPMENT.
3. FOR SUPPORT PIPE BASE, HEIGHT, AND FLANGE DIMENSIONS, SEE TABLE TO RIGHT.
4. APPLY EXPOSE PAINT IN THE FIELD TO ALL EXCEPT METALIC SURFACES EXCEPT SS.

PIPE SIZE	A	B	C	D	E MIN.	E MAX.
2 1/2	2 1/2	3 1/2	9	1 1/2	8	13
3	2 1/2	3 3/4	9	1 1/2	8 1/4	13 1/4
3 1/2	2 1/2	4	9	1 1/2	8 1/2	13 1/2
4	3	4 1/4	9	2 1/2	9 1/4	14
5	3	4 7/8	9	2 1/2	10	14 3/4
6	3	5 1/2	9	2 1/2	10 1/2	15 1/4
8	3	6 7/8	9	2 1/2	11 3/4	16 1/2
10	3	8 1/2	9	2 1/2	13 1/2	18 1/4
12	3	9 15/16	9	2 1/2	15	19 3/4
14	4	10 15/16	11	3	16 1/4	20 3/4
16	4	12 3/8	11	3	17 3/4	22 1/4
18	6	13 7/8	13 1/2	3 1/2	19 1/2	24
20	6	15 3/8	13 1/2	3 1/2	21	25 1/2
24	6	17 15/16	13 1/2	4	23 3/4	28 1/4
30	6	21 5/16	17 1/2	4	22	26 3/4

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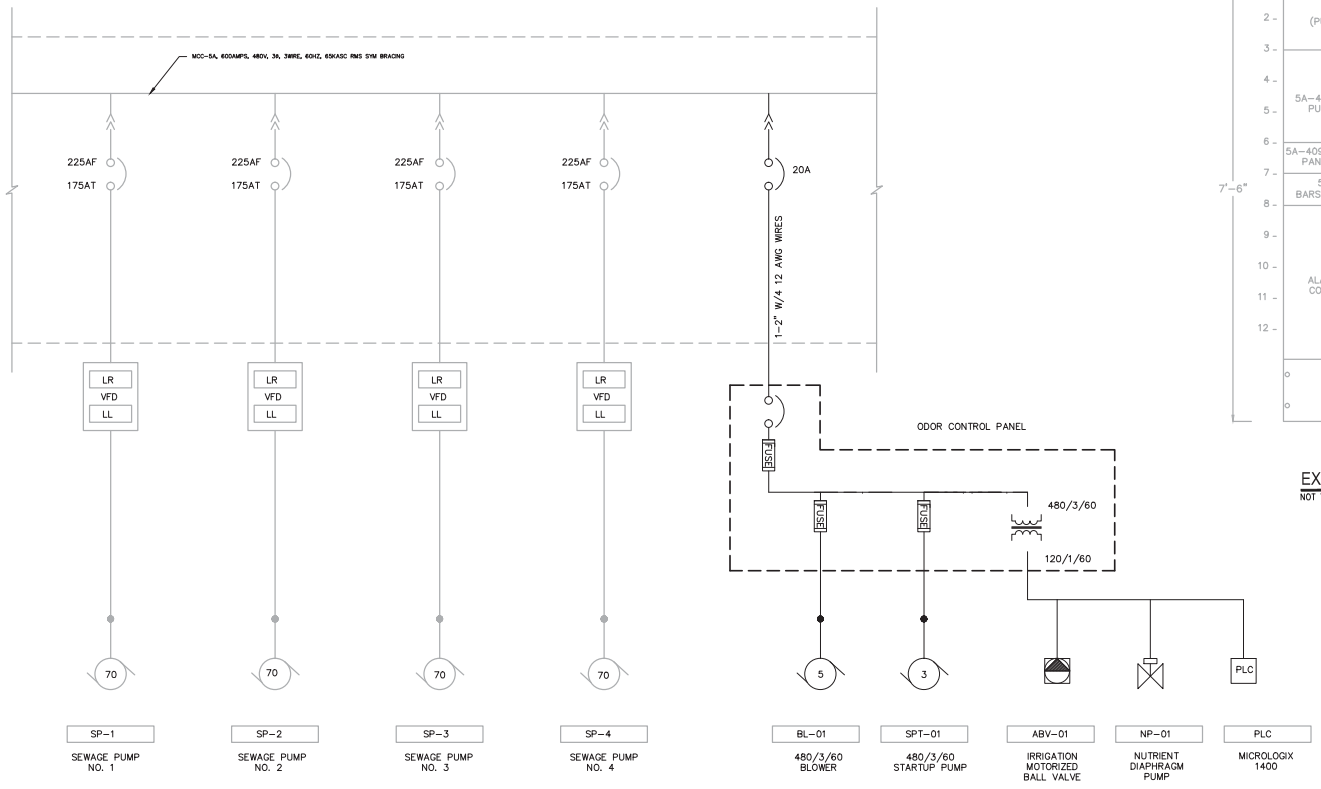
CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

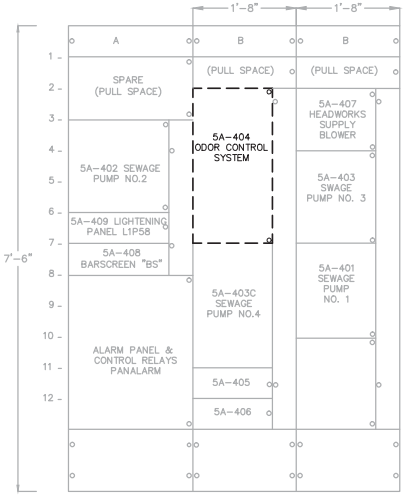
MISCELLANEOUS DETAILS

DRAWING C-5

SHEET 10 OF 12 SHEETS



EXISTING MCC-5A MODIFICATIONS SINGLE LINE (2)
NOT TO SCALE



EXISTING MCC-5A FRONT ELEVATION (1)
NOT TO SCALE

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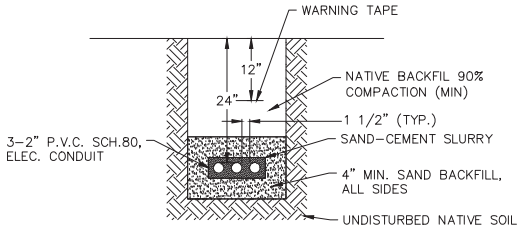
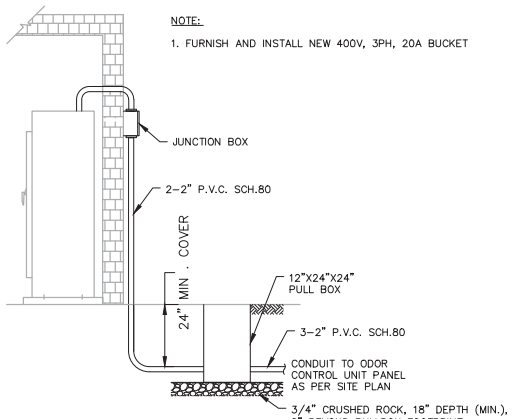
CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

ELECTRICAL SITE PLAN

DRAWING E-1
SHEET 11 OF 12 SHEETS



UNDERGROUND CONDUIT DETAIL 1
NOT TO SCALE



BUCKET DETAIL 2
NOT TO SCALE

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CITY OF PORTERVILLE
ODOR CONTROL SYSTEM

MISCELLANEOUS ELECTRICAL DETAILS

DRAWING E-2
SHEET 12 OF 12 SHEETS

APPENDIX E – BioAir Solutions, LLC's General Terms and Conditions of Sale

1. Definitions. “Proposal” means the proposal to which these General Terms and Conditions of Sale are attached, any specifications thereto, and the terms and conditions contained herein. "Seller" means BioAir Solutions, LLC, its subsidiaries and affiliates. “Buyer” means the person, firm, or corporation identified as the purchaser or customer in the Proposal. "Equipment" means all machinery, parts, accessories and attachments described in the Proposal. Any replacements, additions, improvements, alterations, spare parts, attachments or repairs provided by Seller shall be subject to these General Terms and Conditions of Sale. The sale or furnishing of any replacements, additions, attachments, accessories or repairs to the Equipment which are made or delivered subsequent to the sale of the Equipment shall not cause or create any extension of the guarantees or warranties made herein with respect to the Equipment nor shall they change the effective date on which the Equipment is delivered by Buyer. For purposes of the warranty provision contained herein, the phrase "components of the Equipment which have been manufactured by Seller" shall include only those components manufactured by Seller.

2. Price and Terms. The purchase price of the Equipment shall be as set forth in the Proposal. The purchase price shall not include, taxes, freight and/or handling charges unless these items are specifically listed and priced in the Proposal. Buyer shall pay or reimburse Seller for any sales, use, excise or other tax now or hereafter imposed by reason of the production, sale, transportation, delivery or installation of the Equipment. The purchase price is F.O.B. point of shipment unless otherwise stated in the Proposal. The purchase price shall be payable in United States currency on or before fourteen (14) days after the date of invoice unless otherwise specified in the proposal. Any invoices which are not paid within fourteen (14) days shall be subject to interest at the rate of 1.5% per month from the date of the invoice until the date on which such invoice is paid.

3. Delivery, Risk of Loss and Storage. The delivery date set forth in the Proposal is the Seller’s best estimate when the Equipment will be delivered to the carrier and shall not be deemed to represent a fixed or guarantied delivery date. Delivery shall be deemed to have been made when Seller places the Equipment in the possession of a carrier selected by Buyer (or selected by Seller with Buyer’s approval) at which time Buyer shall bear the risk of loss for the Equipment. If Buyer is not prepared to accept delivery of the Equipment upon notice that it is ready for shipment, Seller may store it in a warehouse at Buyer’s expense and risk, in the name of the Buyer or Seller. Such delivery to a warehouse shall constitute shipment and delivery of the Equipment to Buyer and the balance owed shall become immediately due and payable.

4. Insurance. Buyer shall be required to obtain and maintain an insurance policy in an amount equal to the unpaid balance of the purchase price, to cover all risks of loss and damage to the Equipment, which policy shall name Seller as an insured to the extent that its interest may appear. Buyer shall deliver a certificate from the insurance company certifying that such insurance is in effect and shall not be cancelled or revoked without fifteen (15) days prior written notice to Seller until the purchase price of the Equipment is paid in full.

5. Installation. The purchase price does not include installation unless installation is expressly specified in the proposal. If installation is included, (i) the Buyer shall be responsible for preparing the site and all other equipment for the installation of the Equipment prior the Equipment’s scheduled delivery date, and (ii) the Buyer shall pay Seller at the Seller’s rates then in effect for any additional installation time caused by Buyer’s failure to prepare the site or by any other delay at the installation site not within Seller’s control.

6. Security Agreement. To secure payment of any obligation of Buyer to Seller (including, but not limited to, Seller's charges for service and parts), Buyer hereby grants Seller a security interest in the Equipment together with all parts, accessories, attachments, additions, accessions, substitutions, improvements and replacements thereto or thereof and all proceeds from insurance, sale or disposition.

7. Default and Remedies. The occurrence of any of the following shall constitute a default by Buyer: failure to make any payment when due; failure to comply with or perform any provision of the Proposal; false or misleading representations or warranties made or given by Buyer; assertion of any lien, levy or other judicial process against the Equipment or diminishment or impairment of Buyer's rights in or to the Equipment; voluntary or involuntary commencement of any proceeding under which Buyer is subjected to or seeks relief under any bankruptcy, insolvency or receivership proceeding; any act of Buyer which results in the substantial reduction in the value of the Equipment or imperils the prospect of full performance or satisfaction of Buyer's obligations hereunder; any modification to the Equipment without Seller's written consent; if Buyer sells, encumbers or otherwise disposes of the Equipment while title thereto remains in Seller; or if Buyer is in default of any other obligation to Seller or any company affiliated with Seller. Upon any default by Buyer, and at the option of Seller, all sums payable under the Proposal and any other amount due Seller shall immediately become due and payable in full without notice or demand to Buyer and Seller shall have all the rights, remedies and privileges as are accorded to Seller by law including, without limitation, those pertaining to repossession, retention and sale of the Equipment and disposition of the proceeds. In addition, Seller may also enter, with or without legal process, into or upon the premises where the Equipment or any part thereof may be located and take possession of the Equipment, or render it unusable, or dispose of the Equipment (in such event Buyer agrees not to resist or interfere with Seller's actions); or require Buyer to make the Equipment available to Seller at a place reasonably designated by Seller to enable Seller to dispose of the Equipment. If Seller exercises its option to retake the Equipment, it may resell the Equipment at public or private sale. The proceeds of sale shall be applied as follows: first to reimburse Seller for the fees, costs and expenses incurred, including reasonable counsel fees; next to pay Seller the unpaid balance of the purchase price or any other amount due Seller; and the surplus, if any, shall be paid to Buyer. Buyer shall remain liable to Seller for any deficiency. Seller shall be entitled to recover reasonable attorneys' fees and all other fees, costs and expenses incurred by Seller if Buyer defaults or Seller is successful in defending a claim asserted by Buyer. If, in the judgment of Seller, Buyer's financial condition has changed, Seller shall have the right to cancel the Proposal unless Buyer provides such additional security as Seller may require or makes full payment of the balance of the price. Such cancellation shall be without prejudice to Seller's claim for damages.

8. Warranty. **THE WARRANTIES PROVIDED FOR IN THIS PROVISION AND THE OBLIGATIONS AND LIABILITIES OF SELLER SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF AND BUYER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER REMEDIES AND LIABILITIES**. The Buyer acknowledges and agrees that no other representations or warranties were made to or relied upon by Buyer.

A. Warranty For Components of Equipment Manufactured by Seller. Seller warrants that the components of the Equipment which have been manufactured by Seller shall, under normal use, be free of defects in material and workmanship for a period of one (l) year from the date the Equipment is delivered to Buyer or installed by Seller, if applicable, provided that, (i) Buyer, immediately upon discovery of the claimed defect, discontinues all use of the components, and (ii) the claim of defect with respect to the components is submitted to Seller in writing within the one (1) year warranty period and no later than ten (10) days after the discovery of the claimed defect. If Buyer claims, within the warranty period, that a defect exists, Seller reserves the right to demonstrate that there is no defect. If a defect exists, Seller's sole responsibility shall be to repair or replace any defect or, at its option, Seller may rescind the Proposal and, in such event, Seller's only obligation shall be to refund amounts previously paid by Buyer without interest.

B. Disclaimer For Parts or Units Not Manufactured by Seller. Seller shall not be liable to Buyer for any breach of warranty or breach of contract on account of any defect in the Equipment or failure of the Equipment to operate properly where the cause thereof is attributable to a defect in the work, labor, services or materials employed in parts or integral units of the Equipment which are not manufactured by Seller. Component parts or integral units of the Equipment not manufactured by Seller are sold only under such warranty as the manufacturer of such parts or units may give to Buyer. Seller shall assist Buyer in obtaining from the manufacturer, in accordance with the manufacturer’s warranty (copies of which will be furnished upon request), the repair or replacement of any component parts or integral units of the Equipment that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole responsibility of Seller with respect to component parts or integral units of the Equipment not manufactured by Seller.

C. Warranty Limitations. Seller shall not be liable under any warranty if Seller determines that the defect was caused by misuse, abuse, improper application, improper operation, improper maintenance, alteration, repair or modification, negligence in use, casualty, storage, handling or any other cause beyond the control of Seller. The remedies set forth herein

shall be Buyer's sole and exclusive remedies for any breach of warranty. If any samples, technical literature, illustrations, catalogues or other documents have been shown to Buyer, they shall not give rise to any express or implied warranty except to the extent that such warranties are specifically set forth in writing in the Proposal.

9. Limitation of Liability, Safety and Indemnification. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICE, OR DOWNTIME COSTS. Buyer assumes all risks and liabilities for any loss, damage or injury to persons, property, or the environment arising out of, connected with or resulting from the use or subsequent sale of the Equipment, either alone or in combination with other products. Buyer expressly agrees that the remedies granted to it hereunder are Buyer's sole and exclusive remedies with respect to any claim of Buyer arising under the Proposal. During the life of the Equipment, Buyer agrees to provide to all Equipment users (including its own employees and independent contractors) all of Seller's safety information as contained in warnings, instructions, owner's manuals, safety features of the Equipment and to adequately train all users in the safe use and maintenance of the Equipment. Buyer agrees to defend, indemnify and hold Seller harmless from and against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) to the extent that they relate to or have been caused by Buyer's failure to comply with the provisions of the Proposal or Buyer's negligence.

10. Patents. If any claim is asserted or action commenced against Buyer based upon a claim that the Equipment or any part thereof manufactured or sold by Seller constitutes an infringement of any U.S. Letters Patent or Trademark, Buyer shall give immediate notice thereof to Seller. Seller shall have the exclusive right, at its own expense, to conduct any litigation and/or settlement negotiations with respect to such claim or action. However, Buyer shall render all reasonable assistance required by Seller in the defense of the claim or action. Subject to the conditions and limitations set forth below, Seller shall pay such portion of the damages awarded against Buyer in such action as are allocable to the infringing Equipment or parts manufactured or sold by Seller, to the exclusion of any damages awarded for the use of such Equipment or part. In no event shall Seller's liability to Buyer exceed the purchase price of the infringing Equipment or part. If the Equipment or any part thereof manufactured or sold by Seller is held to be an infringement in such action, and the use thereof is enjoined or if, as a result of a claim or settlement, Seller deems the continued use thereof inadvisable, Seller may, at its sole option and expense, (a) procure for Buyer the right to continue using said Equipment or parts, (b) replace said Equipment or parts with non-infringing equipment or parts, (c) modify said Equipment or parts so that they are no longer infringing, or (d) refund the purchase price of the Equipment or parts less reasonable depreciation and remove the Equipment or parts from Buyer's place of business. The obligation of Seller set forth in this Section shall be null and void and Seller shall have no liability whatever to Buyer on account of any judgment, award or damages suffered by Buyer arising out of such claim or action, if (a) Buyer does not give immediate notice to Seller of such claim or action, (b) Buyer does not render all assistance reasonably required by Seller in the defense of such action or claim, (c) Buyer interferes with Seller's defense thereof, (d) the Equipment or any part thereof has been changed or altered, has been combined with equipment or parts not manufactured by Seller, or has not been used in accordance with Seller's specifications, or (e) the Equipment, or any part thereof, was manufactured by Seller in accordance with Buyer's designs, blueprints, samples, or specifications, in which case Buyer shall defend, indemnify and hold harmless Seller from any and all expenses (including reasonable counsel fees), injuries or loss arising out of any claims or actions related to the manufacture, use or sale thereof. THE FOREGOING SETS FORTH THE SELLER'S ENTIRE LIABILITY FOR PATENT OR TRADEMARK INFRINGEMENT INVOLVING THE EQUIPMENT OR ANY PART THEREOF. Nothing in the Proposal shall be deemed to grant any license or right to Buyer, express or implied, under any patents or patent application, design patent or trademark owned or controlled by Seller.

11. Specifications/Documents. The specifications and all other documents supplied pursuant to and in connection with the Proposal are the property of Seller and are being made available to Buyer on a non-exclusive basis as long as Buyer owns the Equipment. The specifications and documents shall not be used by Buyer in any manner for manufacture or for the purchase or other acquisition of similar equipment from any competitor of Seller nor will Buyer display, exhibit, or otherwise make available such specifications and documents to any competitor of Seller.

12. Confidentiality. Buyer acknowledge that Buyer, its employees, agents, and contractors may receive certain proprietary and confidential business or other information of Seller in connection with Buyer's purchase, installation or use of the Equipment. Buyer shall not disclose such information to any other party in any manner whatsoever, or use such information for any purpose other than in connection with Buyer's purchase, installation or use of the Equipment, without the prior written consent of Seller. Buyer shall take all reasonable precautions to protect the confidentiality of such information, which precautions shall in no event be less that the precautions taken to protect its own proprietary and confidential information.

13. Adjudication of Disputes and Governing Law. The parties agree that any controversy or claim between them shall be governed by and construed in accordance with the laws of the State of New Jersey and, unless an alternative jurisdiction is selected by Seller, shall be adjudicated exclusively in the State Courts of New Jersey. Buyer consents to the exclusive jurisdiction of the state courts of New Jersey. Service of process by certified or registered mail, return receipt requested, shall be sufficient to commence suit and Buyer waives any right to personal service of process. THE PARTIES AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY. Provided, however, if Seller so directs, the controversy or claim shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in a location in New Jersey selected by Seller. Nothing contained herein shall prevent a party from applying to a court having jurisdiction for emergent equitable relief. In the event Seller prevails, Seller shall be entitled to recover reasonable counsel fees and costs.

14. Miscellaneous. The parties specifically exclude the provisions of the United Nations Convention On Contracts For the International Sale of Goods. Section headings are for convenience only and shall not be used to interpret or change the provisions of the Proposal. The Proposal shall be construed in accordance with its plain meaning and not against either party as the drafting party. The Proposal expressly limits acceptance to the terms and conditions in the Proposal and supersedes all other terms and conditions contained in any purchase order, sales order, proposal, acknowledgement or other document submitted by Buyer prior to, concurrently with, or pursuant to the Proposal. Any additional or different terms proposed by Buyer are expressly rejected unless specifically accepted by Seller in writing. The Proposal constitutes the complete and final agreement of the parties hereto and supersedes all prior or contemporaneous agreements, discussions and/or representations not expressly stated in the Proposal. No alterations, modifications, deletions, additions or changes in or to the Proposal, whether by Buyer's purchase order or otherwise, shall be binding unless embodied in writing signed by both parties. Buyer shall not assign the Proposal without Seller's prior written consent. Seller's failure at any time to insist upon strict performance of any term or condition of the Proposal shall not be construed as a waiver of any subsequent breach of any term or condition. Buyer shall not assert against any assignee of Seller of the Proposal any claim or defense that it may have against Seller. The invalidity or unenforceability of any provision of the Proposal shall not affect the other provisions hereof, and the Proposal shall be construed in all respects as if the invalid or unenforceable provision had been omitted. Seller shall not be liable for any costs, expenses or damages or be deemed to be in default of the Proposal as a result of any delay in performance including, but not limited to, a delay caused by any act of God, labor problem, war, fires, floods, accidents, act of a governmental entity, accident (whether valid or invalid), unavailability or delay in obtaining labor, parts, transportation or equipment or any cause beyond Seller's control. If there is any conflict between the printed Terms and Conditions and the typed portion of the Proposal, the typed portion shall control. Notices and consents required by the Proposal shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight courier with a copy, if possible, sent by facsimile. The Proposal shall, when signed by Buyer or otherwise adopted by Buyer, constitute Buyer's offer to buy the Equipment. The Proposal shall not constitute a binding agreement until accepted by an authorized officer of Seller at Seller's New Jersey office. Without limiting the generality of the foregoing, acceptance of a deposit or other payment from the Buyer shall not constitute acceptance by the Seller.

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Authorizing the Retention of Legal Counsel for Water Rights Expertise

SOURCE: City Manager's Office

COMMENT: Given the complexity of water law and the increasing necessity for legal guidance with regard to water issues, staff seeks Council authorization to retain Christopher L. Campbell of Baker, Manock and Jensen as special legal counsel for water rights for project-specific water issues. Mr. Campbell has agreed to provide these services at a rate of $300 per hour.

RECOMMENDATION: That the City Council authorize the retention of Christopher L. Campbell of Baker, Manock and Jensen, at a rate of $300 per hour, for water rights expertise for project-specific water issues.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Ratification of Authorizing Council Member Hamilton to serve as Mayor Pro Tem during the Months of June and July, 2017

SOURCE: Administrative Services

COMMENT: During the months of June and July, 2017, due to the excused absences of the Mayor and Vice Mayor due to medical issues and out-of-country travel, respectively, there was a periodic need for a Council Member to serve as Mayor Pro Tem to ensure that time-sensitive business of the City was conducted. As the Council Member with the longest tenure, Council Member Hamilton served in this capacity. Ratification of said service is appropriate.

RECOMMENDATION: That the City Council ratify the authority of Council Member Hamilton serving as Mayor Pro Tem during the months of June and July 2017 in the absence of the Mayor and Vice Mayor.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Memorandum of Understanding Between the City of Porterville and San Joaquin Valley Unified Air Pollution Control District For Grant Administration Services

SOURCE: Public Works

COMMENT: On October 1, 2015, the California Air Resources Board (ARB) announced its grant solicitation for the Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investment (AQIP) - Zero-Emission Truck and Bus Pilot Commercial Deployment Projects. The City submitted its proposal titled City of Porterville Transit Electrification Project in which it named the San Joaquin Valley Unified Air Pollution Control District (District) as project partners for the grant administration services.

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

On June 7, 2016, the City Council, by way of resolution, accepted the grant funds from the ARB and authorized project match funds.

On December 5, 2016, the City and ARB executed the grant agreement for the City's Transit Electrification Project and have been working closely with the District to draft a Memorandum of Understanding (MOU) for their scope of services. This draft MOU outlines the responsibilities, conditions, terms, and scope of work to be performed during this project.

The District will provide grant administration services to assist the City in administering the Transit Electrification Project, monitor the status of the City's progress, and provide the ARB with quarterly and annual reports. At project completion, the District shall assist the City in submitting a draft Final Report. Upon ARM's approval of the draft Final Report, the District will assist the City in providing a written copy of the final version.

The total amount payable to the District under this MOU shall not exceed $473,500, of which, a hundred percent is reimbursable from the ARB grant.

RECOMMENDATION: That the City Council:
1. Approve the attached Memorandum of Understanding between

the San Joaquin Valley Unified Air Pollution Control District and the City of Porterville for grant administration services, and;
2. Authorize the City Manager to sign the Memorandum of Understanding.

ATTACHMENTS:

1. Draft MOU between the San Joaquin Valley Unified Air Pollution Control District and the City of Porterville

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT AND THE CITY OF PORTERVILLE
FORGRANT ADMINISTRATION SERVICES UNDER THE
Zero Emission Truck and Bus Pilot Commercial Deployment Projects: City of Porterville Transit Electrification Project

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated _____ and made between the **SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT** ("District") and the **CITY OF PORTERVILLE** ("City"). District and City shall be referred to in this MOU together as Parties.

RECITALS:

(a) Despite major reductions in emissions and corresponding improvements in air quality, the San Joaquin Valley continues to face difficult challenges in meeting the federal ambient air quality standards.

(b) The California Global Warming Solutions Act of 2006 (Assembly Bill (AB) 32; Nuñez, Chapter 488, Statutes of 2006)), establishes the Low Carbon Transportation Greenhouse Gas Reduction Fund (GGRF) Investments and the California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 (AB 118, Nunez, Chapter 750, Statutes of 2007) establishes the Air Quality Improvement Program (AQIP), which authorizes the Air Resources Board (ARB) to administer the Zero-Emission Truck and Bus Pilot Commercial Deployment Projects.

(c) Under AQIP and GGRF, the ARB issued a grant solicitation entitled "Zero-Emission Truck and Bus Pilot Commercial Deployment Projects" on October 1, 2015, to help accelerate the deployment of a variety of commercially available medium- and heavy-duty zero-emission vehicles by placing a significant number of zero- and near zero- emission buses, freight, and delivery trucks in strategic truck and bus hubs.

(d) City submitted a proposal, with assistance from the District, in response to ARB's grant solicitation entitled "Zero-Emission Truck and Bus Pilot Commercial Deployment Projects: City of Porterville Transit Electrification Project" (Transit Electrification Projec)t.

(e) On April 14, 2016 the ARB notified the City of preliminary selection of the Transit Electrification Project.

(f) On June 16, 2016 the City's Council authorized the City Manager to enter into agreements with the ARB and subcontractors to administer projects selected for

funding through the Zero-Emission Truck and Bus Pilot Commercial Deployment Project implementation of 10 battery-electric zero-emission public transit buses and 11 depot chargers which will operate along all transit routes that provide transit services to disadvantaged communities in Porterville, East Porterville, Strathmore and unincorporated areas of Tulare County.

(g) On December 5, 2016 the City executed grant agreement G14-LCTI-10 with ARB to perform the activities set forth in Exhibit A.

(h) City does not currently have the staff resources needed to perform the aforementioned administrative work as described in Exhibit A.

(i) District has experience implementing ARB funded projects and represents that it is willing and able to perform the activities set forth herein.

(j) This MOU is authorized by Health and Safety Code section 40701, subdivision (f) and Government Code section 6500 et seq.

TERMS AND CONDITIONS:

THEREFORE, THE PARTIES, BASED UPON THE FOREGOING RECITALS AND THE VALUABLE CONSIDERATION SET FORTH BELOW, AGREE TO THE FOLLOWING TERMS AND CONDITONS:

1. Services

(a) District will provide grant administration services to assist the City in administering the Transit Electrification Project, monitor the status of the City's progress, and provide the ARB with quarterly and annual reports. The first quarterly report being due on March 5, 2017 and every three (3) months from that date. Annual Project Reports are to be submitted at the beginning of each fiscal year FY2017-18, FY2018-19 and FY2019-20. Final Report to be submitted at project completion.

(b) At project completion, the District shall assist the City in submitting a draft Final Report.Upon the ARB's approval of the draft Final Report, the District shall assist the City in providing a written copy of the final version, plus an electronic copy.

(c) Revisions to due dates cannot extend beyond the term end date, June 30, 2020, without a formal amendment.

(d) Nothing in this MOU shall require District to perform any services under this MOU if District has insufficient available and qualified personnel to provide such services and to perform its other duties as required by law.

2. Compensation & Payment

(a) City agrees to reimburse District for all costs incurred by District in performing the services set forth in Section 1, at District's actual cost or service rate at the District-approved hourly rate for such services in effect at the time of invoicing, which rate shall include indirect costs allowable in accordance with the cost principles under 2 CFR Part 200, subpart E.

(b) The total amount payable to District under this MOU shall not exceed $473,500.

(c) City agrees to submit District's claim for payment and invoices to ARB for approval and reimbursement within thirty (30) calendar days of receipt, verification, and evaluation of a properly supposed claim for payment form, invoice(s), and other supporting documentation.

3. Term and Termination

(a) This MOU shall commence upon the date signed by both parties and shall remain in effect until the term end date, June 30, 2020.

(b) Either party may terminate this agreement on 30 days' written notice. City shall pay District for all services satisfactorily completed as of the date of notice.

4. Independent Contractor

District shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship with the City, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which District performs the Services which are the subject matter of this MOU. District staff performing services under this MOU shall at all times remain employees of District, and shall not be deemed employees of City for any purpose. District shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any District employee providing Services under this MOU.

5. Indemnification and Insurance

(a) To the fullest extent permitted by law, District agrees to indemnify and hold harmless City, its elected and appointed officers, employees, and City designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of District's negligent acts, errors or omissions in the performance of its services under the terms of this Agreement.

(b) As respects all acts or omissions which do not arise directly out of the performance of the services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, to the fullest extent permitted by law the District agrees to indemnify, defend (at City's option), and hold harmless City, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with District's or (District's subconsultants, if any) performance or failure to perform under the terms of this Agreement; excepting those which arise out of the sole negligence of City.

(c) Without limiting City's right to indemnification, it is agreed that District shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' compensation insurance as required by California statutes;

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), DISTRICT's Liability (if applicable).

3. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

(d) City's Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the City's best interest.

(e) Each insurance policy required by this Agreement shall contain the following clause:

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Porterville, 291 N. Main Street, Porterville, CA, 93257."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Porterville shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Porterville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the name insured, performed under contract with the City of Porterville."

(f) Prior to commencing any work under this Agreement, District shall deliver to City insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, District shall provide to City endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by City, it shall be District's responsibility to see that CIity receives documentation acceptable to City which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. City has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

(g) In the event District fails to keep in effect at all times insurance coverage as herein provided, District may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

7. Authority

Each party executing this MOU and each person executing this agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

8. Legal Compliance

All services to be performed pursuant to this MOU shall be performed in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules.

9. Entire Agreement

This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise.

10. Modification

This MOU shall not be amended, except in a writing that is executed by authorized representatives of both Parties.

***

IN WITNESS WHEREOF, City and District have executed this Memorandum of Understanding on the day and year set forth below.

CITY
City of Porterville

_____
John Lollis
City Manager

DISTRICT
San Joaquin Valley Air Pollution Control District

_____
Seyed Sadredin
Executive Director/APCO

APPROVED AS TO LEGAL FORM:

_____
Annette Ballatore-Williamson
District Counsel

APPROVED AS TO ACCOUNTING FORM

_____

Mehri Barati, C.P.A.
Director of Administrative Services

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Authorization to set Public Hearing for Adoption of Resolution of Necessity APN 255-190-022

SOURCE: Community Development

COMMENT: On June 21, 2016, City Council approved a Memorandum of Understanding between the State, County, and City for the East Porterville permanent water connection project. This project includes the acquisition of real property for the installation of the infrastructure required for the project.

The City of Porterville has contracted with one of its on-call consultants, Bender Rosenthal, for a partial acquisition of APN 255-190-022. An offer was made on May 16, 2017, and there has been little movement towards resolution since the offer was made. The acquisition process is set forth in Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs specifically in CFR 49 Part 24. The next step in the acquisition process is to set a date for a public hearing to consider the adoption of a resolution of necessity for the acquisition of the property.

The resolution of necessity will allow staff to move forward with the legal steps to pursue eminent domain while still negotiating with the property owner to come to an agreement and reduce the risk of further delays should a purchase agreement not be reached.

RECOMMENDATION: That the City Council set a public hearing to consider an adoption of Resolution of Necessity for the acquisition of Assessor Parcel Number 255-190-022 for the regularly scheduled City Council meeting of September 19, 2017.

ATTACHMENTS: 1. Site Locator

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

Item No. 6.

Project Site
E Laurel Ave
Hammy's Haulin
E Fairhaven St
N Jasmine Dr
N Laurel St
E Grand Ave
N Maple St
E Kanal Ave
N Maurer St
E Belleview Ave
N Locust St
Sunwood St
N Creekview Cir
N Creekview St
E Morton Ave
The Church of Jesus Christ of Latter
N Leggett St

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Approval for Community Civic Event – Family Health Care Network – 17th Annual Health Fair and El Dia de la Familia y Feria de Salud 2017 – October 8, 2017

SOURCE: Finance

COMMENT: Family Health Care Network is requesting approval to hold their 17th Annual Health Fair and family fiesta on Sunday, October 8, 2017, from 11:00 am to 3:00 pm., at Veteran's Park. The health fair will include information booths and free health screenings. Partnering with the Family Health Care Network, is La Maquina Musical Radio Station, 100.5 FM, which will provide live music, bounce houses and food vendors.

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 and agreement, Exhibit A and Exhibit B.

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

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, 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

Item No. 7.

CITY OF PORTERVILLE

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

(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 8/1/17 Event date: 10-8-17

Event time: 11-3pm

Name of Event: 19th Annual Health Fair and "El dia de la familia y feria de Salud "2017"

Sponsoring organization: Family Healthcare Network Phone # 559-793-3505

Address: 323 W. Putnam Porterville CA 93257

Authorized representative: Eriselda Lizarraga Phone # 793-3505

Address: 323 W. Putnam Porterville CA 93257

Event chairperson: Lupe Chapa Phone # 559-909-1178

Location of event 1501 W. Henderson Portaville CA 93257

(Location map must be attached)

Type of event: Free Health Fair and Family event-informational, live music Food Vendors. and Bounce Houses.

Non-profit organization status: N/A

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): NO Street sweeping Yes ____ No X

Police protection Yes ____ No X Refuse pickup Yes ____ No X

Other: ____

Parks facility application required: Yes X No ____ Attached pd.

Assembly permit required: Yes ____ No X 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.	____

elizarraga@fhcn.org

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)*

EK **Authorized Representative Initial**

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

EK **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.

EK **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.

EK **Authorized Representative Initials**

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

EK **Authorized Representative Initials**

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Family HealthCare Network	E. Magana	8/1/17
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: 17th Annual Health Fair and el dia de la familia 2017

Sponsoring organization: Family HealthCare Network

Location: Veteran's Park Event date: 10-8-17 Event time: 11-3pm

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.

Vendor name	Address/Telephone	Business License required?	Type of Activity
P.ville Park leisure	291 .N. Main P.ville		recreation activities
GIRLS Scouts	1831 Brundage Bakerfield		sign ups & info
HHSA Tulare Works	1055 Henderson P.ville		calfresh/Medical inf
Health Care Options	1845 .N. Dinuba Visalia		Manage Care inf
Ola Raza	180 .N. Main st P.ville		Immigration info / Daca info
Proteus	54 .N. Main St P.ville		Employment/ Education
Tulare Warm line	333 Henderson P.ville		Telephone services
United Way	1601 E properity Blvd Tulare		info on 211/other programs
Porterville College	100 E College P.ville		College info
Sierra view Hosp	465. W. Putnam P.ville		Education/Services inf
library	41 W. Thurman P.ville		library services
C. Set	312 NW 3rd Ave Visalia		Dragon/energy/Recycling inf
el taco Gordo			Food - (Pending status)
Snow cone			ice cream (Pending status)

*Municipal Code 15-20(E) Community Civic Events (16): *Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.*

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

CITY OF PORTERVILLE

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

Name of event: 17th Annual Health Fair and El dia de la familia & Family Health Care Network

Sponsoring organization: Family HealthCare Network

Event date: Sunday 10.8.17 Hours: 11-3pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity

NONE

Sidewalks	From	To	Activity

Parking lots and spaces	Location	Activity

Requirements for Community Civic Event

Family Health Care Network
17TH Annual Health and Safety Fair and El Dia de la Familia y Feria de Salud 2017

October 8, 2017

Finance Director: *M. Bemis*	
City Engineer, Acting: *Javier Sanchez*	No driving allowed on the concrete trail in park.
Community Development Manager: *J. Phillips*	No comments.
Deputy Public Works Director: *M. Knight*	
Battalion Chief of Operations: *R. Land, Interim*	
Parks and Leisure Services Director: *D. Moore*	Vehicles to remain off the grass during the event.
Police Lieutenant: *R. Standridge*	Please see proposed conditions/requirements in Exhibit B.
Administrative Services Director: *P. Hildreth*	Please see Exhibit A, page 2. .

Requirements for a Community Civic Event

Sponsor:	Family Health Care Network
Event:	17th Annual Health Fair and El dia de la Familia y Feria de Salud 2017
Event Chairperson:	Eriselda Lizarragg
Location:	Veteran's Park
Date of Event:	October 8, 2017

RISK MANAGEMENT: Conditions of Approval

That Family Health Care Network, 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 that A:VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE
Community Civic Event Application

Proposed Event: Health & Safety Fair / Fiesta de la Famalia

Date of Event: 10-08-17/1200-1500
Location of Event: Veterans Park

Recommendations/Requirements:

- City Council approval is required for all street/sidewalk closures.
- Participants must not interfere with the normal flow of pedestrian/vehicular traffic.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.

Rich Standridge, Lieutenant, Captain
Porterville Police Department

Exhibit B

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: Family HealthCare Network (17th Annual Health Fair and "El dia de la familia) 323 W. Putnam Porterville CA 93257

2 Address where amplification equipment is to be used: 1501 N. Henderson Ave Porterville CA 93257

3 Names and addresses of all persons who will use or operate the amplification equipment: Maquina Musical 1450 E Bradsley Ave Tulare CA 93274

4 Type of event for which amplification equipment will be used: Family HealthCare Network Health Fair and El dia de la familia 2017

5 Dates and hours of operation of amplification equipment: Sunday October 8, 2017 (11-3pm)

6 A general description of the sound amplifying equipment to be used: live music from local Bands, groups, microphones two speakers, Backline

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

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

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

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

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

Signature of Applicant — *Date* 8/1/17

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.

TDS

City of Porterville, Chief of Police/Designee — *Date* 8-9-17

Henderson
HEALTH FAIR
Other Non Profit Agencies
stage
BOUNCE HOUSES
N
W
E
S

10 x10 canopy at driveway

Newcomb

Anthem | Covered ca | FHCN | Appoinments | Herminia | Kinder Care | Dental | Dental | Dental

Health Net

VDS | Pharmacy | Behavioral Health | Gluc/Hemo | Gluc/Hemo | B/P | B/P | H&W

REGISTRATION

Other Agencies

Other Agencies

Health Care Options

RYD

Nutrition | D.R Coupons | Health Ed | Gluc/Hemo | Gluc/Hemo | B/P | B/P | H&W

REGISTRATION

FAMIHEA-02 ASHLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2017

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 Buckman-Mitchell, Inc. 500 N. Santa Fe Street Visalia, CA 93292	CONTACT NAME: PHONE (A/C, No, Ext): (559) 733-1181 FAX (A/C, No): (559) 738-5517 E-MAIL ADDRESS: info@bminc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Co.	19682
INSURED Family HealthCare Network 305 E. Center Ave. Visalia, CA 93291	INSURER B : Trumbull Insurance Company	27120
	INSURER C : Hartford Casualty Ins. Co.	29424
	INSURER D : Star Insurance Company	18023
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		51UUNZC4728	03/01/2017	03/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Benefits	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			51UUNZC4728	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			51XHUZC0089	03/01/2017	03/01/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	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		WCMSTR5148248	03/01/2017	03/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Porterville 17th Annual Health & Safety Fair, October 8, 2017. The City of Porterville/Successor Agency to the Porterville Redevelopment Agency are named as additional insured as respects to General Liability per form issued by the carrier, subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Porterville, Successor Agency to the Porterville Redevelopment Agency
291 N. Main Street
Porterville, CA 93258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ashley McLaury

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Porterville, Successor Agency to the Porterville Redevelopment Agency 291 N. Main Street Porterville, CA 93258
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Amendment to the Employee Pay and Benefit Plan -- Porterville City Employees Association

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Porterville City Employees Association (PCEA). City representatives and PCEA have reached an agreement, and a written Memorandum of Understanding (MOU) has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council approve the draft resolution amending the Employee Pay and Benefit Plan pertaining to Porterville City Employees Association Employees.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____- 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN FOR THE PORTERVILLE CITY EMPLOYEES ASSOCIATION

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Porterville City Employee Association ("PCEA") for the period from July 1, 2017, until June 30, 2018, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan, for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

1. <u>TERM OF MEMORANDUM OF UNDERSTANDING</u>

One (1) year, from July 1, 2017 through June 30, 2018.

2. ONE-TIME OFF-SCHEDULE PAYMENT

Effective December 1, 2017, PCEA employees shall receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary. Should any recognized bargaining unit, with the exception of PCFA, reach a signed agreement that results in an on-schedule salary increase, or a higher percentage one-time off-schedule payment, then PCEA shall receive an equivalent adjustment.

3. VACATION ACCRUAL

The vacation accrual rate for regular full-time PCEA employees working on a non-shift basis shall be amended as follows. The rates below include three floating holidays.

Years of Service	Hrs of Accrual Per Month of Service	Annual Max Accrual	Accumulation
1-5	8.66	104	160
6-10	12.00	144	200
11-15	13.50	162	220
16 plus	15.33	184	240

The vacation accrual rate for regular full-time PCEA employees working on a shift-basis shall be amended as follows. The rates below include all regular holidays and three floating holidays.

Years of Service	Hrs of Accrual Per Month of Service	Annual Max Accrual	Accumulation
1-5	14.66	176	248
6-10	18.00	216	288
11-15	19.75	237	300
16 plus	21.33	256	328

4. EMPLOYEE SERVICE AWARDS

Acknowledgement of years of service of all regular full-time PCEA employees shall occur during the quarter during which the employees' anniversary date falls, as follows:

Years of Service	Award Amount
5	$50
10	$100
15	$150
20	$200
25	$250
30	$300

Service years worked beyond thirty years will continue to be awarded during the quarter of the 5th year anniversary in the amount equivalent to ten dollars ($10) per year of service. This item shall become effective the quarter immediately following agreement being reached will all bargaining units.

5. EDUCATION REIMBURSEMENT

Section (c) – Mutual Benefit Training of Administrative Policy IV-B-2 – Employee Training shall be amended to strike reference to Fresno State University and replace it with a flat rate of $4,000 annually, with the same maximums and terms in place (six credit units per semester, two semesters per year). This item shall become effective the quarter immediately following agreement being reach on this item with all non-safety bargaining units.

6. ORTHODONTICS BENEFIT

Effective upon reaching agreements with all bargaining units, the City's health plan shall be amended to remove the age limitation on orthodontics coverage. All other aspects of said orthodontics coverage shall remain the same.

7. BOOT ALLOWANCE

Effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, the Employee Pay and Benefit Plan and Personal Protective Equipment Administrative Policy shall be amended to increase the maximum reimbursement amount to $200 per fiscal year.

8. COMPENSATORY TIME

The City shall record any and all compensatory time for PCEA employees in accordance with all applicable State and Federal laws and regulations.

9. COMPENSATION SURVEY

The City shall conduct a compensation survey of the following public agencies for all classifications represented by PCEA. The City shall commence said survey prior to March 1, 2018 and upon reaching an agreement with PCEA as to its parameters.

City of Clovis
City of Delano
City of Hanford
City of Los Banos
City of Madera
City of Reedley
City of Selma
City of Tulare
City of Visalia

10. JOINT LABOR-MANAGEMENT COMMITTEE

Recognizing the importance of a positive relationship between labor and management, a Joint Labor-Management Committee ("JLMC") shall be established to provide an opportunity for open communication and the continued development of a cooperative relationship between the City and PCEA. JLMC meetings shall take place on a quarterly basis, or as otherwise mutually agreed.

11. 2018/2019 NEGOTIATIONS

Labor Negotiations for the 2018/2019 fiscal year shall begin no later than March 1, 2018.

12. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PCEA.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this _____ day of August, 2017.

_____
Milt Stowe, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Luisa M Zavala, Deputy City Clerk

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Amendment to Employee Pay and Benefit Plan -- Unrepresented Management Employees

SOURCE: City Manager's Office

COMMENT: As the Council is aware, staff has been engaged in negotiations and has reached agreements with three of the employee bargaining units, those being the Management and Confidential Series, the Public Safety Support Unit, and the Porterville City Employees Association. Staff has now met with those employees who do not fall within the scope and purview of the Meyers-Milias-Brown Act, i.e., employees not designated for purposes of recognition and representation as an organized group for the purposes of bargaining. These unrepresented employees are those holding the positions of: Director, Deputy Director, Police Chief, Fire Chief, Police Captain, Police Lieutenant, and Fire Battalion Chief. Pursuant to Council direction, and as is past practice, the unrepresented employees were presented with a proposal consistent with the agreements reached with, and/or proposals made to, the other employee units.

The unrepresented employees were agreeable to the City's proposal. As such, City Council acceptance and approval of authorized changes in wages, benefits and conditions of employment are commonly made by amendments to those documents necessary to implement such changes. To this end, a draft resolution is herein provided for your consideration.

RECOMMENDATION: That the City Council adopt the draft resolution amending the Employee Pay & Benefit Plan pertaining to all Unrepresented Management Employees.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

Item No. 9.

RESOLUTION NO. _____- 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN FOR ALL UNREPRESENTED MISCELLANEOUS AND SAFETY MANAGEMENT EMPLOYEES

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, the City Council agrees that unrecognized management employees, i.e., employees not designated for purposes of recognition and representation as an organized group for purposes of labor relations, should also be acknowledged through such amendments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan, for employees holding positions designated in the Executive Management group, including the positions of Director, Deputy Director, Police Chief, Fire Chief, Police Captain, Police Lieutenant, and Fire Battalion Chief, hereinafter ("Unrepresented Management Employees") are hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

One (1) year, from July 1, 2017 through June 30, 2018.

II. ONE-TIME OFF-SCHEDULE PAYMENT

Effective December 1, 2017, Unrepresented Management employees shall receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary. Should any recognized bargaining unit, with the exception of PCFA, reach a signed agreement that results in a higher percentage one-time payment, then the City agrees to adjust the one-time payment for Unrepresented Management Employees to an equivalent amount.

III. VACATION ACCRUAL

The vacation accrual rate for regular full-time Unrepresented Management Employees shall be amended as follows. The rates below include three floating holidays.

Years of Service	Hrs of Accrual Per Month of Service	Annual Accrual	Max Accumulation
1-5	8.66	104	160
6-10	12.00	144	200
11-15	13.50	162	220
16 plus	15.33	184	240

IV. EMPLOYEE SERVICE AWARDS

Acknowledgement of years of service of all regular full-time Unrepresented Management Employees shall occur during the quarter during which the employees' anniversary date falls, as follows:

Years of Service	Award Amount
5	$50
10	$100
15	$150
20	$200
25	$250
30	$300

Service years worked beyond thirty years will continue to be awarded during the quarter of the 5th year anniversary in the amount equivalent to ten dollars ($10) per year of service. This item shall become effective the quarter immediately following agreement being reached will all bargaining units.

V. EDUCATION REIMBURSEMENT

Section (c) – Mutual Benefit Training of Administrative Policy IV-B-2 – Employee Training shall be amended strike reference to Fresno State University and replace it with a flat rate of $4,000 annually, with the same maximums and terms in place (six credit units per semester, two semesters per year). This item shall become effective the quarter immediately following agreement being reach on this item with all non-safety bargaining units.

VI. ORTHODONTICS BENEFIT

Effective upon reaching agreements with all bargaining units, the City's health plan shall be amended to remove the age limitation on orthodontics coverage. All other aspects of said orthodontics coverage shall remain the same.

VII. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS
All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and Unrepresented Management employees.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this _____ day of August, 2017.

_____
Milt Stowe, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Luisa M Zavala, Deputy City Clerk

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Authorization to Schedule Joint City Council/City Commission Meetings

SOURCE: Administrative Services

COMMENT: As the Council is aware, both the Library and Literacy Commission and the Animal Control Commission have made requests to meet with the City Council at joint sessions. Staff seeks Council authorization to schedule said joint meetings as follows:

Animal Control Commission:	September 11th at 6:00 p.m.
Library and Literacy Commission:	October 10th at 6:00 p.m.

It is proposed that both meetings take place in the Council Chambers.

RECOMMENDATION: That the City Council authorize staff to schedule Joint Meetings with the Animal Control Commission and the Library and Literacy Commission on September 11th and October 10th, respectively.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Request for Proclamation - Constitution Week - September 17-23, 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 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.

Pat Holly, on behalf of the Daughters of the American Revolution Alta Mira Chapter, has requested that the Council consider approval of a proclamation to proclaim September 17-23, 2017, as "Constitution Week." Council Member Hamilton is sponsoring this proclamation request. If approved, the applicant will pick up the proclamation for presentation at an event on September 17, 2017.

RECOMMENDATION: That the City Council consider approval of the request to proclaim September 17-23, 2017, as "Constitution Week."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

City of Porterville
REQUEST FOR PROCLAMATION

RECEIVED
AUG 04 2017
CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 8/4/2017

Name of Event/Individual: Constitution Week September 17-23, 2017
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Alta Mira Chapter, NSDAR

Name of Contact Person: Pat Holly

Address: 33459 Globe Drive Springville, CA 93265

Phone: (559) 539-6019 FAX: *cell: 783-3265

E-mail: paholly@ocsnet.net

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

Date(s) of Event: Bells Across America, September 17, 2017

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

Individual or representative attending Council Meeting to receive proclamation:

_____

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

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

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

City Clerk's Section

Request Received: 8/4/17 Sponsored by: Hamilton Date: 8/8/17

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

WHEREAS: September 17, 2016, marks the Two Hundred Twenty-Ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, MILT STOWE, Mayor of the City of Porterville, on behalf of the Porterville City Council do hereby proclaim the week of September 17 through 23, 2016, as—

"CONSTITUTION WEEK"

in the City of Porterville, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

PROCLAIMED this 18th day of September, 2016.

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Consideration of a Conditional Use Permit to Allow a Religious Facility at 2440 W. Henderson Avenue (Continued from July, 18, 2017, and August 1, 2017 City Council Meetings)

SOURCE: Community Development

COMMENT: On July 18, 2017, City Council continued, at staff's request, the public hearing to the meeting of August 1, 2017 for a conditional use permit to allow the use of a religious facility at 2440 W. Henderson Avenue in order to clarify reported activities of an event not associated with the River Church.

The property owner, Mr. Dakhil, was unable to meet with staff until July 27, 2017. The item was therefore continued on August 1, 2017, until the August 15, 2017 City Council meeting.

On July 27, 2017, staff met with Mr. Dakhil and his agent, Mr. Hillman, to discuss activities involved at the facility, as well as allowed uses. The property owner indicated that the River Church is indeed a tenant and has activities typical of other churches that may include, in addition to services: weddings, receptions, birthday parties, etc. Staff agreed such uses are typical with a religious facility; however, what is not allowed is the church to operate as one business within the building, while a separate business operation provides a banquet facility within the RM-3 (high density residential) zone. Mr. Dakhil indicated he has a very large family and a "community" of about 50 families that would also like to have church services, but has not defined any specific operations.

Mr. Hillman provided a letter, which is attached to this staff report, regarding Mr. Dakhil's intentions. Included in the letter, is that Mr. Dakhil would utilize the facility as well for large family gatherings. While the city does not typically regulate personal events, the fact that the facility has hosted a third-party private event not associated with the River Church, leads staff to have concerns about the potential abuse of such gatherings.

Staff has conceded that it is not uncommon for two churches to share a location, but reiterated that a business operation such as a banquet facility is not permitted in the RM-3 zone and that a zone change and general plan amendment could accommodate that specific use if the applicant would like to pursue such a business endeavor.

RECOMMENDATION: That the City Council review the proposed Conditional Use Permit and consider whether or not the conditions of approval adequately regulate all activities at the facility.

ATTACHMENTS: 1. Letter from Property Owner

2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

34583 Hwy. 190
Springville, Ca, 93265
Off 559-781-1538
Email hillmanbuildingdesigns@gmail.com

HILLMAN BUILDING DESIGNERS INC.

Community Development Director
City of Porterville
291 N. Main Street
Porterville, Ca

Attn: Jenni Byers

Jenni,
Thank you for taking the time to meet with Mr. Dakhil and myself the other day. As we discussed Mr. Dakhil has no intention of renting the building at 2440 West Henderson for the public. The entire intention he has is to have a place for the church that is currently renting the facility for use as a religious facility.
As Mr. Dakhil stated he does not want to go against the rules of the city and wants to follow what is requested by the city. The option using the facility for several other functions is intended to be in conjunction with the existing church along with the strong possibility of another church being able to use the facility for many different functions as do many churches already in the city.
As stated in our meeting the facility use will be approved and run through the "River Church" with Mr. Dakhil being the landlord only.
The family of Mr. Dakhil is large and plans to use the facility for their large family gatherings also, keeping in mind the need to operate in such a manor to preserve the public safety health and welfare and prevent the use from becoming a nuisance.
With this in mind Mr. Dakhil feels the use of the site hours would be Sunday through Friday 8:00 am – 6:00 pm, Wednesdays and Thursdays till 9:00 pm and occasional Fridays and Saturdays till midnight.
If the second church becomes a reality they will also submit for a business license with the city at that time.
As we discussed there are many functions that occur at all the different churches within the community and this facility will be no different, yes sometimes there is a fee to use a church facility for weddings, receptions, family gatherings, fund raisers, community outreach etc., and this facility plans to be the same.

Thank You,

Mark Hillman

RESOLUTION NO. ____ -2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF CONDITIONAL USE PERMIT TO ALLOW THE ESTABLISHMENT OF A RELIGIOUS FACILITY, THE RIVER CHURCH, AT 2440 W. HENDERSON AVENUE

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of July 18, 2017, conducted a public hearing to consider Conditional Use Permit (PRC 2017-015-C), to allow the establishment of The River Church as a religious facility at 2440 W. Henderson Avenue in the RM-3 (High Density Residential) Zone District; and

WHEREAS: The City Council received testimony from all interested parties, but continued the public hearing to August 1, 2017, to clarify reported activities of an event not associated with the River Church; and

WHEREAS: At the August 1, 2017, City Council meeting the public hearing was continued yet again to allow staff an opportunity to meet with the applicant and his agent; and

WHEREAS: On August 15, 2017, City Council received testimony from all interested parties and considered the use and allowable activities of the facility, not including a banquet facility; and

WHEREAS: Since 2012, The River Church has operated as an accessory to a primary use, The Masonic Lodge, which had operated at the subject site for over twenty years under Design Site Overlay Review 2-93, (Resolution 34-93). As an accessory use, The River Church received a business license as a religious facility, but did not require its own Conditional Use Permit (CUP); and

WHEREAS: In mid-2016, the Masonic Lodge vacated the building, and subsequently sold the property to the applicant, who in February 2017, began leasing the facility back to The River Church; and

WHEREAS: The subject site is currently zoned RM-3 (High Density Residential), with a corresponding General Plan land use designation of High Density Residential. Religious facilities are allowed in the RM-3 (High Density Residential) Zone District, subject to review and approval of a conditional use permit; and

WHEREAS: The City Council made the following findings:

1. That the project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

   This project supports and complies with Land Use Guiding Policy (LU-G-8) in that it will promote infill development in existing neighborhoods.

2. That the proposed location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan adopted by the City Council.

   The proposed location, size and operating characteristics of the religious facility are compatible with the surrounding land uses and conditions of approval are in place to protect the public's safety and interest. The religious facility does not propose to have outdoor amplifiers and any activity associated with the church shall be related to the organization's activities.

3. On June 28, 2017, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15301of the California Code of Regulation (CEQA Guidelines).

   This project is Categorically Exempt pursuant to CEQA Guidelines §15301 Existing Facilities, because it does not involve an expansion of an existing use.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2017-015-C), subject to the following conditions:

1. Upon approval of the conditional use permit for the operation of the River Church, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council pursuant to section 601.09 of the Porterville Development Ordinance.

2. The applicant shall operate the establishment in such a manner as to preserve the public safety health and welfare, to prevent the use from becoming a nuisance. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.

3. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
   a. That approval was obtained by means of fraud or misrepresentation of a material fact;
   b. That the use in question has ceased to exist or has been suspended for one year or more;
   c. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
   d. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.

4. The existing turf area is legal nonconforming as it relates to water conservation and landscaping irrigation. If the intent of the lawn area is to be rehabilitated or replaced, the

applicant would need a modification to the conditional use permit to include conditions specifying the reason natural grass is deemed necessary by the applicant, with the knowledge that the allowed area of turf, and all other water conservation requirements of this code are applied, regardless of the total landscape area and any modifications shall comply with Chapter 26, Article 1, Division 6.

5. Permits are required if any construction work or modifications to the building are needed.

6. Plan submittals shall comply with current access laws (both State and Federal). The most stringent Code shall prevail.
   - A total of four ADA parking spaces are required for compliance.
   - Applicant is advised that it is in their best interest to obtain a permit for any and all ADA upgrades or modifications to ensure compliance with access laws.

7. A grease trap or grease interceptor is required if a suitable one does not exist in the kitchen.

8. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building Codes and all other applicable laws and ordinances.

PASSED, APPROVED AND ADOPTED this 15th day of August, 2017.

_____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: General Plan Amendment and Zone Change for 185 N. D Street as a Governmental Use Facility

SOURCE: Community Development

BACKGROUND:

The City of Porterville recently acquired 185 North D Street based on a foresight to secure additional land in the city center for future municipal needs. The Tulare County Assessor's Parcel Number is 252-193-010. The building is approximately 9,677 square feet, and the parcel is approximately 31,800 square feet (0.73 acres).

COMMENT: The building was toured by the City's management team on February 27, 2017, and multiple concepts were discussed as possible uses of the building. Any use of the building by the City requires a modification from the current General Plan land use designation and zoning of Downtown Retail, D Street Corridor (DR-D) to Public/Institutional (D-PS). Two benefits to the public of this specific property included the location of the building so close to City Hall, and the proximity of the building to the planned trail along the former Union Pacific railroad right of way, which would provide a logical bicycle and pedestrian connection to whatever use is selected.

ANALYSIS: On July 19, 2017, the Project Review Committee met to discuss the General Plan Amendment and Zone Change, as well as identify the viable options.

Three potential uses of the building are as follows:
- An animal shelter with adoption center
- Offices for Porterville Transit
- A community center

Analysis of the proposed uses resulted in the following considerations:

Animal shelter with adoption center:

- This location could serve the public need in bringing this use into the community; currently the City's adoption facility and shelter is near Lindsay, which impedes the function of the shelter.

- Such use may result in an increase in noise due to barking dogs. If this use is selected by the Council, mitigation through use of sound dampening features such as foam, panels, or similar technologies could be used to reduce noise to a level

compliant with Article IX of Chapter 18 of the Porterville Municipal Code, "Noise Ordinance".

- The current layout of the building works well with the unique needs of an animal shelter with adoption center, in that there is an existing division of the building with a vestibule separating what could be the shelter and veterinary treatment area from the offices and adoption center. Necessary modifications would include ventilation and drainage in the shelter portion of the building.

Offices for Porterville Transit:

-This location could provide a more permanent home to Porterville Transit, whose offices are currently housed in Centennial Plaza. A more permanent solution has been a priority effort for a while, and the proximity of this building to the Transit Center, less than 250 feet to the southeast, could work well for the long term.

- Similarly, the proximity to the trail, which may in the future accommodate multi-modal transit, makes this location a valuable alternative for future Porterville Transit offices.

- One significant drawback of this use is that the building greatly exceeds the space needed for offices at this time.

Community Center:

-The proposed location provides a great deal of square footage, which is a major consideration for community center uses. However, the layout of the building, particularly given that it is segmented off by a vestibule, limits options for use as a community center. Further, the height of the ceilings in the building limit opportunities for some common community center uses, such as sports activities.

- The proximity to the trail, public transportation, and city center make this building easily accessible for children from all areas of town.

- On-site parking is not conducive to large numbers of event participants.

Two small business offices currently occupy the southernmost portion of the building, and staff recommends those leases be continued. Regardless of what council chooses to utilize the building for, there would need to be plans drawn for tenant improvements and could realistically be one to two years before a City use would be able to occupy the building. One lease at 155 N. D Street, Suite 1 has a month to month term as the initial lease has expired. The second lease has a six-month term that automatically renews every September and April. As the second lease has an automatic renewal, council will need to determine whether or not they would like to continue the lease as currently written, or negotiate a month to month agreement instead.

ENVIRONMENTAL REVIEW:

Pursuant to Section 15183, of Article 12 of the California Code of Regulations

states that projects which are consistent with General Plan policies for which an EIR was certified, do not require additional environmental review. Chapter 5.3 of the Porterville General Plan, Parks, Schools and Community Facilities Element, establishes a policy to promote and support community facilities. Whichever use the council were to select, would serve as a community facility as described in the General Plan.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive input regarding the proposed General Plan Amendment and Zone Change; and
2. Adopt the draft resolution approving General Plan Amendment 2017-034; and
3. Approve the draft ordinance for a change in zoning from to DR-D (Downtown Retail D-Street Corridor) to Public Semi-Public, give first reading and order the Ordinance to print; and
4. Provide direction related to the existing lease agreements; and
5. Consider defining the future use of the building.

ATTACHMENTS:

1. Locator Map
2. Floor Plan
3. Draft Resolution for General Plan Amendment
4. Draft Ordinance for Zone Change

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

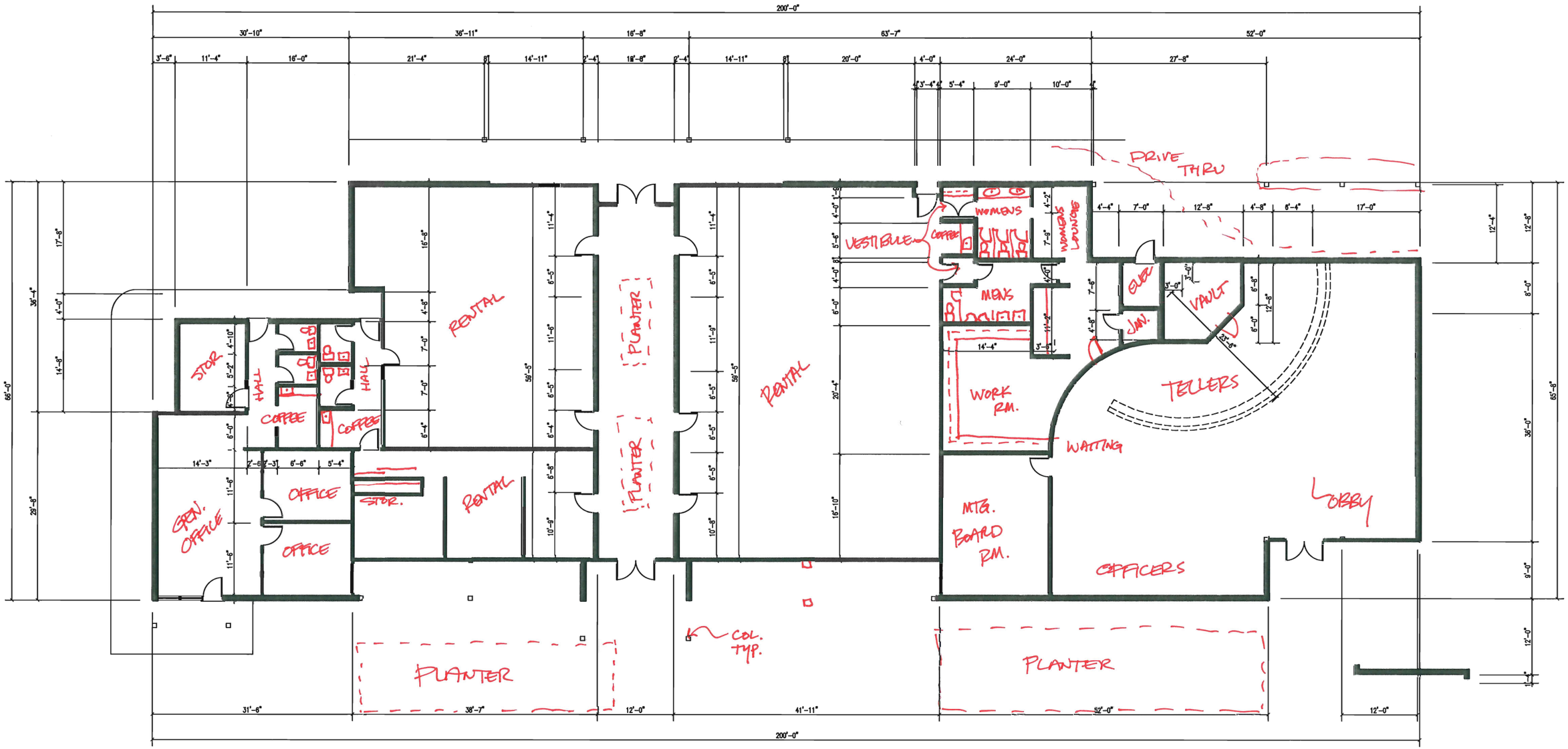
Final Approver: John Lollis, City Manager

A Division of the Community Development Department

Geographic Information Systems

PORTERVILLE CALIFORNIA

PRC 2017-034
GPA and Rezone
@ 185 N D Street
Project Locator Map
1" = 200ft



□ = LAVATORY/SINK

♙ = TOILET

--- = CABINETS OR SHELF/POLE (VESTIBULE ADJACENT TO WOMEN'S R.R.)

NORTH

1/16"=1'-0"

J.BAGLIO
3.10.17

RESOLUTION NO.____-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF GENERAL PLAN AMENDMENT 2017-034-G FOR 185 N. D STREET, GENERALLY LOCATED WEST OF D STREET, BETWEEN PUTNAM AND OLIVE AVENUES

WHEREAS: On August 15, 2017, at its regularly scheduled meeting, the City Council of the City of Porterville conducted a public hearing to consider approval of a General Plan amendment from Downtown to Public/Institutional for 185 N. D Street, as well as a Zone Change, for a .73± acre parcel located on the west side of D Street, between Putnam and Olive Avenues (APN 252-193-010); and

WHEREAS: As explained in the General Plan, new community facilities are not specifically sited on the General Plan Land Use diagram, and larger-scale facilities, when located, should be depicted as public/semi-public land use; and

WHEREAS: The project site is an existing 9,677± square foot building recently acquired by the City of Porterville for the purpose of a Governmental Use facility. Three potential uses of the building could be: an animal shelter with adoption center, offices for Porterville Transit, or a community center; and

WHEREAS: On August 1, 2017, the Environmental Coordinator made a preliminary determination that the project does not require environmental review pursuant to Section 15183, of Article 12 of the California Code of Regulations which states that projects which are consistent with General Plan policies for which an EIR was certified do not require additional environmental review. Chapter 5.3 of the Porterville General Plan: Parks, Schools and Community Facilities Element, establishes a policy to promote and support community facilities. Regardless of the use selected by Council, the building would serve as a community facility as described in the General Plan; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings:

1. The proposed General Plan Amendment has been initiated by the City of Porterville for a Governmental Use Facility and supports Chapter 5 of the General Plan.

2. Based on review of application materials, the proposed project serves to fulfill the goals of the General Plan as adopted, and the amendment of the land use designation on the subject parcels do not infringe on the goals of the General Plan to maintain transitions between types and intensities of land use.

3. That the proposed action does not require environmental review per Section 15183, Article 12 of the California Code of Regulations.

4. The City Council is the decision-making body for the project.

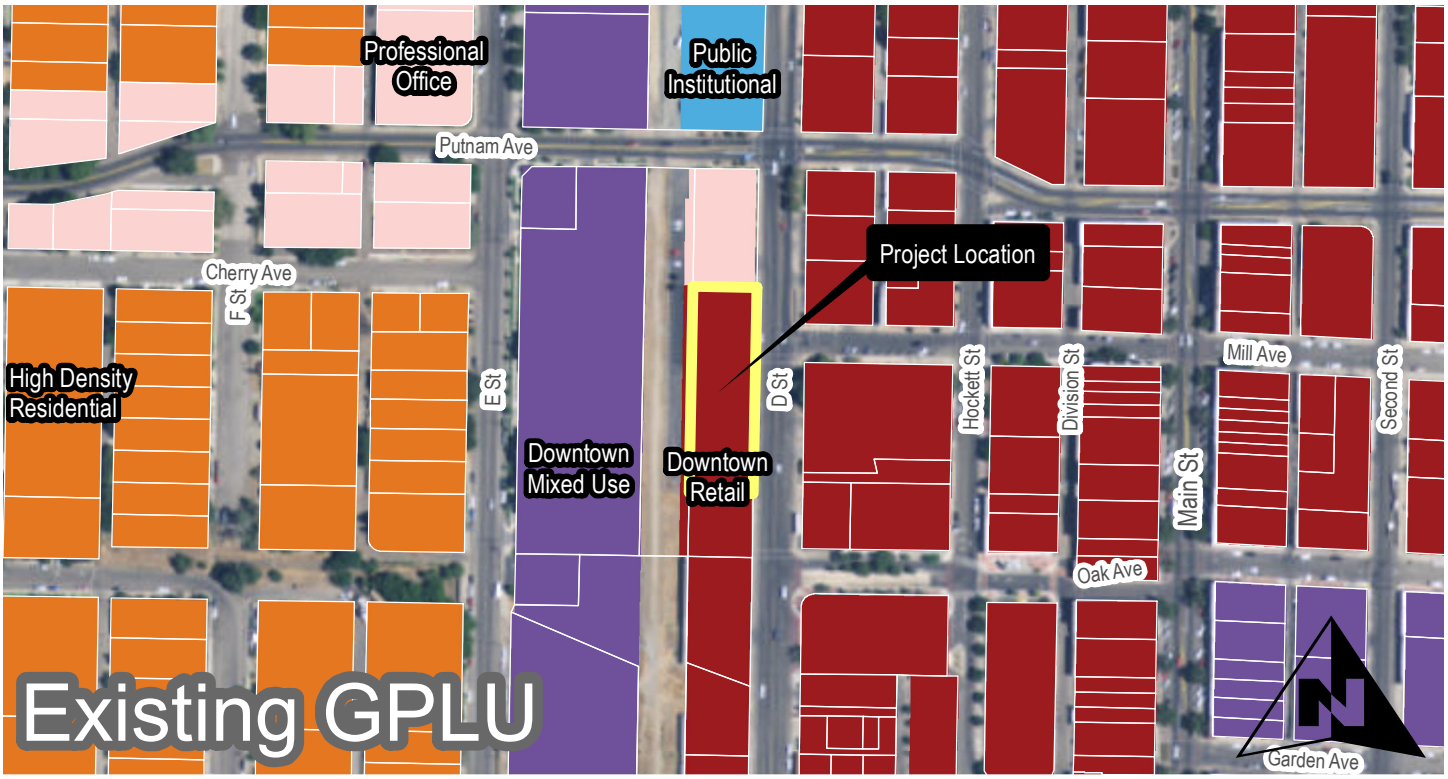
BE IT FURTHER RESOLVED: That the City Council does hereby approve the General Plan Amendment from Downtown to Public/Institutional (Exhibit A) for a .73± acre parcel located on the West side of D Street, between Putnam and Olive Avenues, identified as Tulare County Assessor Parcel Number 242-193-010.

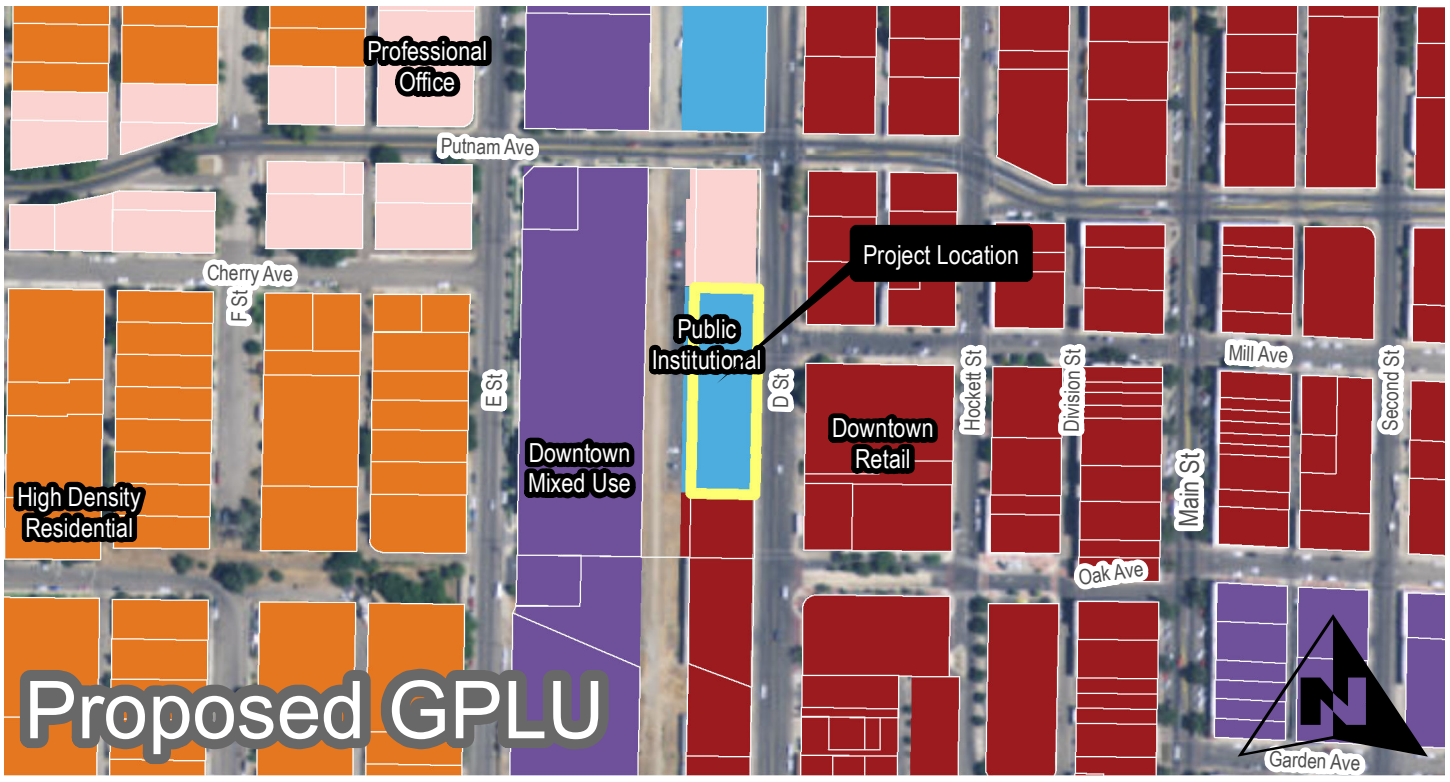
PASSED, APPROVED AND ADOPTED this 15th day of August, 2017.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk





A Division of the Community Development Department
PORTERVILLE CALIFORNIA
Geographic Information Systems

PRC 2017-034
185 N D Street
General Plan Land Use Map
1" = 300 ft.

ORDINANCE NO._____-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING ZONE CHANGE (PRC 2017-034-Z) FROM DR-D (DOWNTOWN RETAIL – D STREET CORRIDOR) TO PS (PUBLIC AND SEMI-PUBLIC) FOR 185 N. D STREET, GENERALLY LOCATED WEST OF D STREET, BETWEEN PUTNAM AND OLIVE AVENUES

WHEREAS: On August 15, 2017, at its regularly scheduled meeting, the City Council of the City of Porterville, conducted a public hearing to consider approval of a General Plan Amendment, as well as a Zone Change from DR-D (Downtown Retail – D Street Corridor) to PS (Public and Semi Public) for 185 N. D Street, a .73± acre parcel located on the West side of D Street, between Putnam and Olive Avenues (APN 252-193-010); and

WHEREAS: The project site is an existing 9,677± square foot building recently acquired by the City of Porterville for the purpose of a Governmental Use facility. Three potential uses of the building could be: an animal shelter with adoption center, offices for Porterville Transit, or a community center; and

WHEREAS: The City Council of the City of Porterville determined that the proposed zone change (PRC 2017-034-Z) is consistent with the guiding and implementation policies of the adopted 2030 General Plan, as well as the Porterville Development Ordinance; and

WHEREAS: On August 1, 2017, the Environmental Coordinator made a preliminary determination that the project does not require environmental review pursuant to Section 15183, of Article 12 of the California Code of Regulations which states that projects which are consistent with General Plan policies for which an EIR was certified do not require additional environmental review. Chapter 5.3 of the Porterville General Plan: Parks, Schools and Community Facilities Element, establishes a policy to promote and support community facilities. Regardless of the use selected by Council, the building would serve as a community facility as described in the General Plan; and

WHEREAS: The City Council made the following findings that the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted.

1. The proposed General Plan Amendment has been initiated by the City of Porterville for a Governmental Use Facility and supports Chapter 5 of the General Plan.

2. Based on review of the project, the proposed project serves to fulfill the goals of the General Plan as adopted, and the amendment of the land use designation on the subject parcels do not infringe on the goals of the General Plan to maintain transitions between types and intensities of land use.

3. That the proposed action does not require environmental review per Section 15183, Article 12 of the California Code of Regulations.

4. The City Council is the decision-making body for the project.

NOW, THEREFORE, BE IT ORDAINED: That the City Council does ordain as follows:

Section 1: That the following described property in the City of Porterville, County of Tulare, State of California, known as Zone Change PRC 2017-034-Z, is hereby rezoned from DR-D (Downtown Retail – D Street Corridor) to PS (Public and Semi-Public), for the parcel described herein as Assessor Parcel Number 242-193-010 located at 185 N. D Street; and

Section 2: It is further ordained that all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show the above described real property is rezoned from DR-D (Downtown Retail – D Street Corridor) to PS (Public and Semi-Public) for the parcel described above, more particularly shown on the attached map as Exhibit "A";

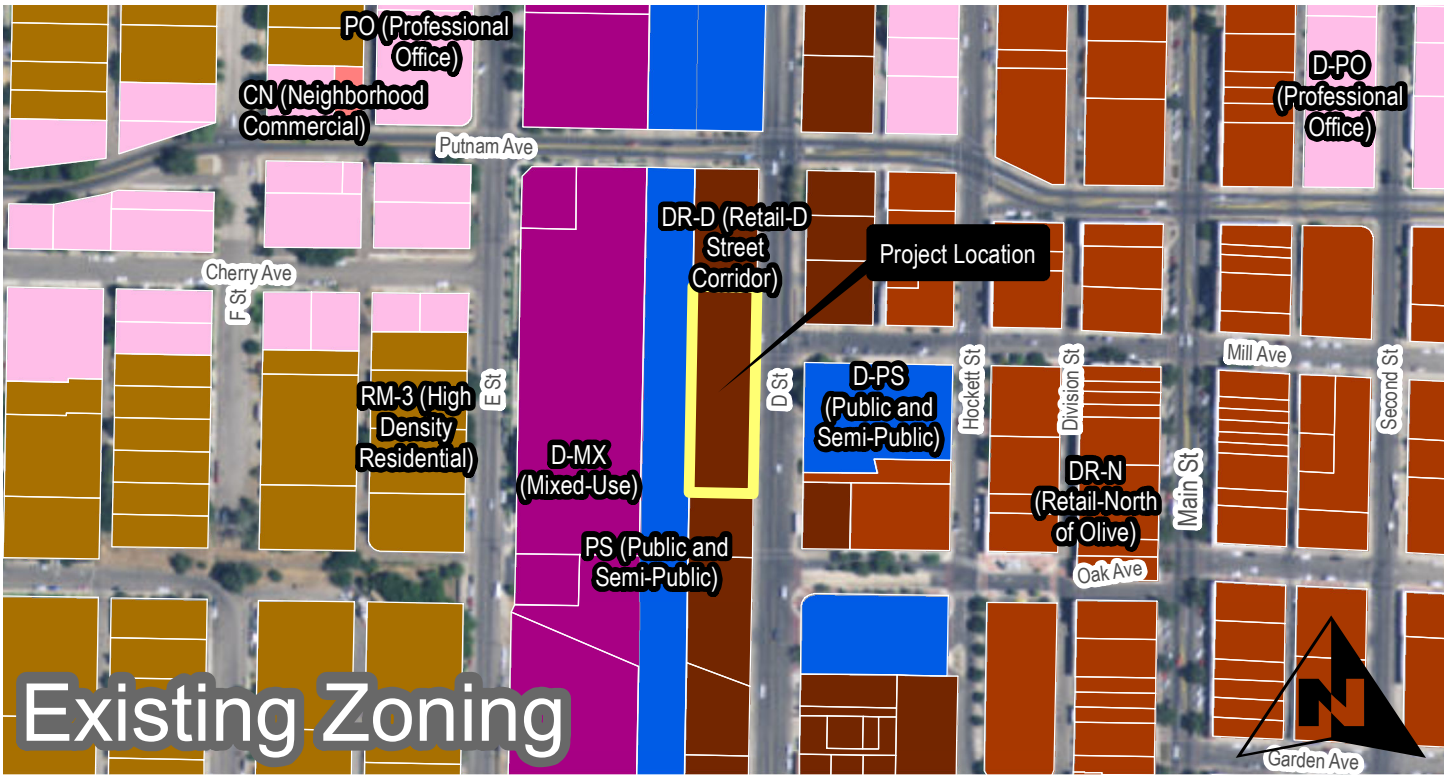
Section 3: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

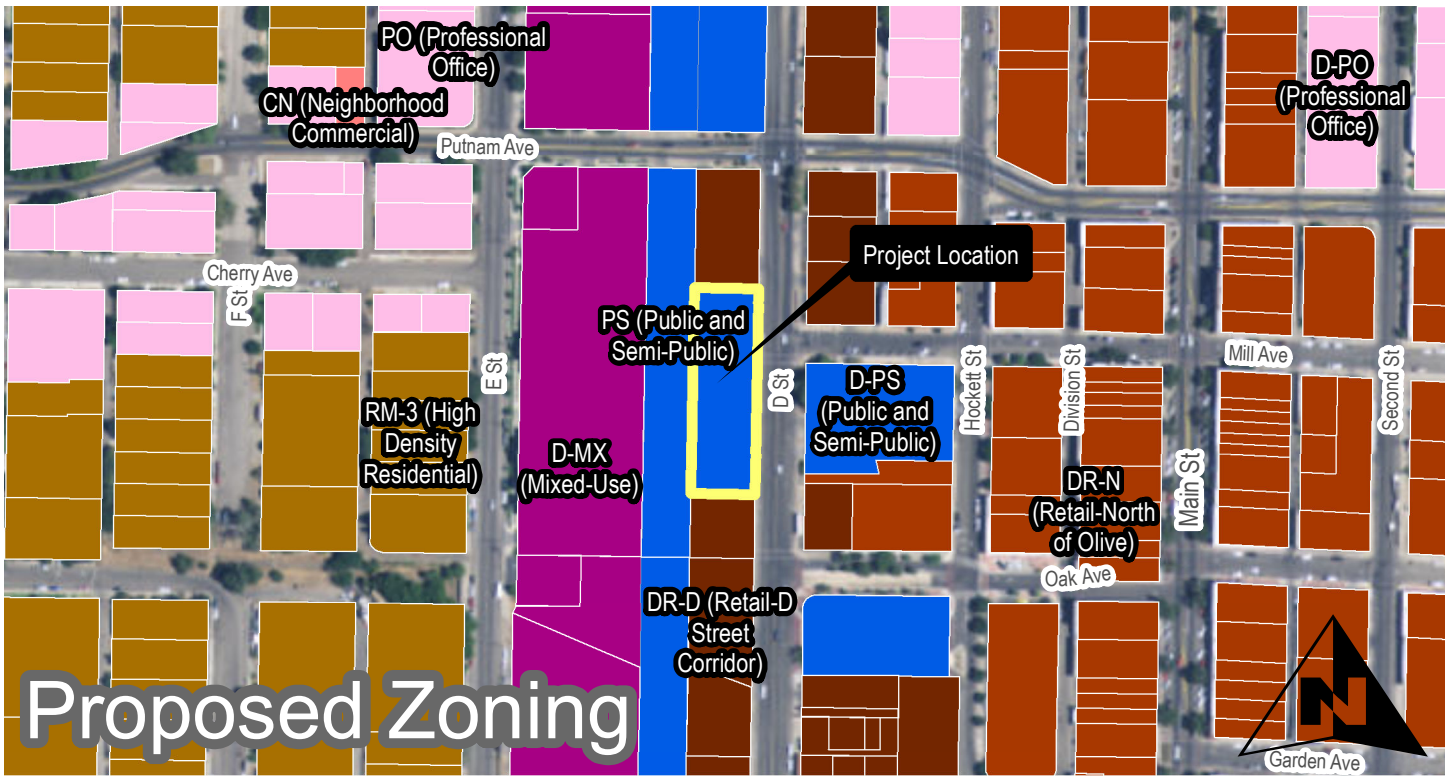
PASSED, APPROVED AND ADOPTED this 15th day of August, 2017.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk





A Division of the Community Development Department

Geographic Information Systems

PRC 2017-034
185 N D Street
Zoning Map
1" = 300 ft.

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Short Range Transit Plan - Proposed Planned Improvements

SOURCE: Public Works

COMMENT: Federal transportation statutes require that the Metropolitan Planning Organization (MPO), in partnership with state and local agencies, develop and periodically update a long-range Regional Transportation Plan (RTP), and a Transportation Improvement Program (TIP) which implements the RTP by programming federal funds to transportation projects contained in the RTP. In order to effectively execute these planning and programming responsibilities, the MPO requires that each transit operator in its region which receives federal funding through the TIP, prepare, adopt and submit to the MPO a Short Range Transit Plan (SRTP). The MPO for our region is the Tulare County Association of Governments (TCAG).

On July 20, 2016, TCAG issued a Request for Proposals for the 2017 City of Porterville SRTP. The SRTP will include an operational analysis including fare structure, fare box ratio, and ridership figures for the system. The SRTP will evaluate future system scenarios and recommend equipment acquisitions while taking into account the economic feasibility, timing and locations of the fixed route service. The SRTP and supporting documents will develop goals, objectives, and performance standards and address any unmet needs, service impacts related to funding sources, or changes in service to meet federal and state requirements. The SRTP will evaluate transit provided, and identify and quantify, current unmet demands for service.

On September 19, 2016, the TCAG Board selected IBI Group, a globally integrated architecture, planning, engineering, and technology firm, to prepare the City's 2017 SRTP that will provide a guiding document that can be used by city leaders along with city staff to guide transit planning, policy making, programming and budgeting for transit activities throughout the five-year planning horizon.

Consultants from the IBI Group have since conducted an initial tour of the service area, developed a public involvement plan and conducted a public meeting, conducted on-board and opinion surveys, evaluated system wide performance, analyzed patronage and service costs, and have prepared a draft Service Plan.

IBI Consultants have noted that the existing route network was conceived more than 20 years ago, for a smaller, more compact Porterville in which most local

trips either began or ended in the downtown area. Today's Porterville is geographically more spread out with many more destinations dispersed throughout the service area. The draft five-year service plan proposes significant network restructuring intended to make Porterville Transit simpler to understand and easier to use, with fewer routes covering generally longer alignments that offer more one-seat ride opportunities between origins and destinations across the service area. The key design objectives include:

1. Simplify the system;
2. Reduce transit travel times;
3. Reduce customer wait times;
4. Minimize route duplication;
5. Replace marginal fixed route service with flex route service;
6. Coordinate with the Tule River Tribe; and
7. Utilization of existing and emerging Intelligent Transportation System.

The attached Service Plan is for discussion and outlines the network design objectives, proposed route changes, impacts of the proposed changes, and resource requirements for implementation. Staff is requesting direction from the City Council on the proposed plan and to also provide direction to IBI Group consultants as they prepare the SRTP.

Also attached, please find a Memorandum from TCAG concerning Transit Coordination and Improvement Options in Tulare County. TCAG is requesting direction from its respective transit agencies in coordination toward improved transit operations and services across the county. Several options are presented for the Council's consideration and direction, with staff favoring the JPA option #3.

RECOMMENDATION: That the City Council provide direction on the proposed plan to restructure Porterville Transit.

ATTACHMENTS:
1. Draft Short Range Transit Plan - Service Plan
2. TCAG Memorandum re: Transit Coordination

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

SHORT RANGE TRANSIT PLAN

SERVICE PLAN – WORKING PAPER

DRAFT – for discussion

APRIL 2017

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1.0 PLANNED IMPROVEMENTS – SERVICE PLAN

This chapter provides the proposed plan to restructure the Porterville Transit (PT) applying industry best practices for network design, route alignment, schedule construction, and customer-oriented service quality criteria.

This chapter is structured to reflect the following sections:

1.1 Network Design Objectives

1.2 Service Span

1.3 Service Frequency

1.4 Schedule Composition

1.5 Proposed Route Changes

1.6 Impacts of Proposed Service Changes

1.7 Resource Requirements

1.1 Network Design Objectives

The existing route network was conceived more than 20 years ago, for a smaller, more compact Porterville in which most local trips either began or ended in the downtown area. Today's Porterville is geographically more spread out with many more destinations dispersed throughout the service area. Retail shopping centers around W Henderson Avenue and Highway 65, and along S Jaye Street on both sides of Highway 190. Several new schools have been built in outlying areas and the new municipal sports complex is located six miles southwest of Downtown. Medium density residential neighborhoods now extend west of Westwood Street, and lower density development has occurred in northeast Porterville. To the east, the Tule River Reservation was added to the service area in 2012.

The five-year service plan proposes significant network restructuring intended to make Porterville Transit simpler to understand and easier to use, with fewer routes covering generally longer alignments that offer more one-seat ride opportunities between origins and destinations across the service area. The current emphasis on Downtown Porterville is retained, but at the same time, new direct crosstown travel opportunities become available to transit customers. The proposed system is designed to reduce onboard travel times, replace transfers with one-seat rides where possible, and improve customers' travel experience.

Key design objectives include:

1. *Simply the system*– The current network is unnecessarily complicated and should be easier to understand for new and existing customers. The proposed service plan reduces the number of routes from nine to five, and forms longer alignments operating more directly between origins and destinations with fewer transfers required. Bus routes buses should use the same streets in both directions whenever possible.

2. *Reduce transit travel times* – Existing loop alignments and the Downtown transfer hub system design results for many customers in excessively long bus rides. Longer, straighter routes facilitate faster travel by avoiding time-consuming transfers where possible, and reducing out-of-direction travel caused by meandering one-way loop alignments.

3. *Reduce customer wait times* – Improving the frequency of Porterville Transit service is a key design objective given its positive influence on ridership and productivity. Funding constraints aside, a system-wide 30-minute minimum service frequency is recommended to encourage per capita transit ridership in Porterville. As an interim step, the service plan assumes a 40-minute minimum frequency applied system-wide. This would upgrade frequency on three routes (7 – 9_that currently operate less frequently than 40 minutes.

4. Minimize route duplication – Optimization of resources is acknowledged as essential to the service plan in consideration of perennial transit funding concerns. Network redesign addresses route spacing to avoid duplicate coverage by more than one route in most travel corridors, except where desired in the Downtown area and the W Henderson Avenue retail district. Areas currently receiving duplicative coverage include N Main Street between Morton and Henderson; E Putnam Avenue between Main Street and Plano Street; and W Putnam Avenue between D Street and Indiana Street.

5. Replace marginal fixed route service with flex route service – The service plan constructively addresses concerns about low-productivity route segments with nominal ridership activity and limited short-range potential for improvement. Rather than abandoning coverage, two flex service areas are recommended in northeast and southeast Porterville. Two proposed flex routes (4, 5) combine the desirable characteristics of fixed schedules and bus stops on route segments where higher ridership is possible; and demand-responsive service available to the general public by request via mobile app, cell phone, or website.

6. Coordinate with the Tule River Tribe to achieve shared short-range service development objectives, including a transition of direct operation of service on the Reservation operated directly by the Tribe, and improved Porterville Transit service between the Highway 190 Park-Ride lot and Porterville.

1.2 Service Span

Service span refers to the days and hours during which service is available to customers. In recent years, Porterville Transit has systematically expanded fixed route system hours to present levels. The proposed service plan recommends two significant changes resulting in a one-hour longer weekday service span of 5:30 am to 11:00 pm.

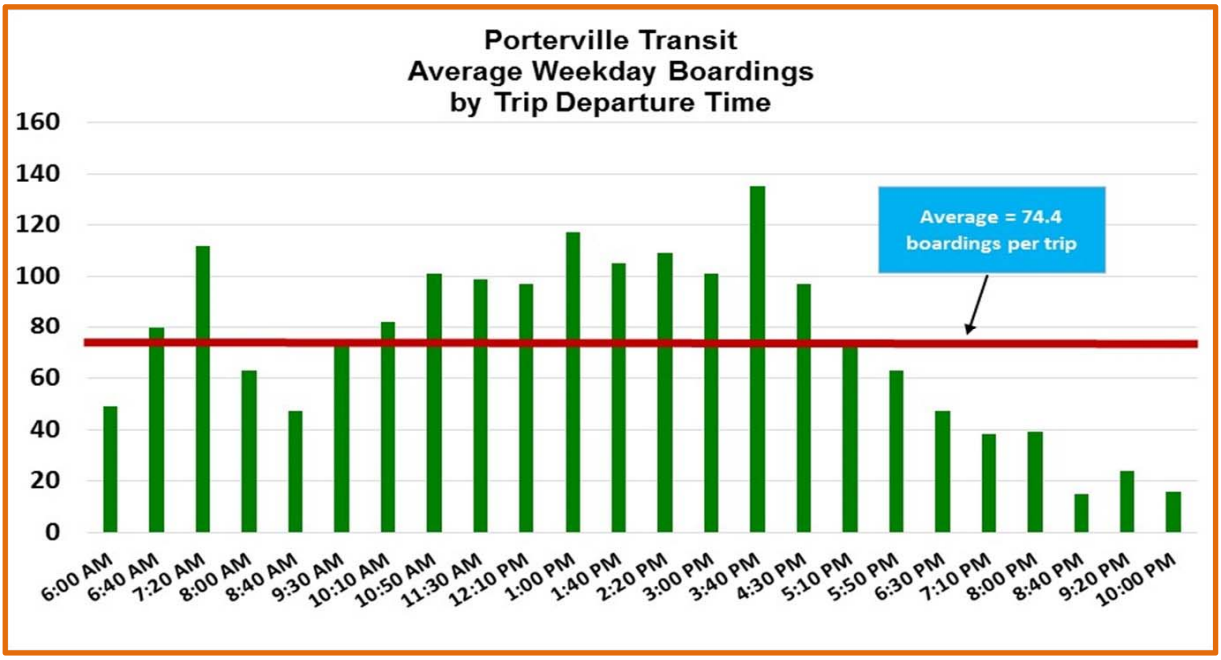
1. Earlier Weekday Service – Expand weekday morning service from the present 6:00 am one-half hour earlier to 5:30 am. This 30-minute improvement should be considered a new service demonstration with a 12-18 month combined ridership target of 80 or more boardings on the first two trips with scheduled departures at 5:30 am and 6:10 am. If

attained, this threshold reflects a roughly two-thirds increase above October 2016 performance.

2. Weeknight Flex Service – Rather than rolling back low-productivity weeknight service generally after 8:30 pm, conversion of existing fixed route coverage to city-wide flex route service is recommended. Initially, four buses assigned to service area quadrants would operate on flexible routes and schedules built around a 40-minute cycle pulsing at the Downtown Transit Center. Proposed service hours are 8:30 pm to 11:00 pm.

The foregoing recommendations are based on data compiled in Exhibit 1-2, which shows the cumulative average total number of customer boardings on weekday trips operating between 6:00 am and 10:40 pm. The data reflects ridership aboard Routes 1-8 on selected weekdays in October 2016. System ridership varies from almost 140 customers boarding buses at 3:40 pm, to approximately 15 customers boarding buses at 8:40 pm. The pattern reflects greater customer demand for early morning service than for evening and weeknight service. For example, first trips departing from the DTC at 6:00 am generated higher ridership (49 boardings) than any trip departing after 6:00 pm. Beginning with the 7:10 pm departures, system ridership drops below five boardings per trip (*i.e.,* fewer than 35 total boardings on seven buses in service).

Exhibit 1-2. Weekday System Boardings by Trip Departure Time, October 2016



1.3 Service Frequency

As noted earlier, the fiscally-constrained service plan assumes 40-minute service frequencies on all routes. This represents a modest improvement for customers riding routes with hourly (Route 9) and 80-minute (Routes 7 and 8) frequencies

Looking ahead, an eventual restoration of 30-minute frequencies system-wide is recommended within or beyond the five-year planning period, as affordable.

1.4 Schedule Composition

The service plan recommends expansion of current 40-minute schedule cycles to 80 minutes initially, and eventually to 90 minutes to achieve key operational objectives including maintaining operating safety, protecting schedule integrity, improving on-time performance, and accommodating operator breaks mandated by Wage Order 9 without dropping service frequency to 50 minutes several times per day. The longer cycles allow the selective interlining of service through Downtown to form four longer routes offering both crosstown and downtown-oriented connections. Two buses each are assigned to proposed Routes 1 - 4, and one bus is assigned to Route 5.

Adequate recovery time is essential to protect schedule integrity amidst recurring operating conditions such as wheelchair ramp-assisted boardings and alightings, customers with bicycles, traffic delays due to vehicular accidents and congestion, accommodate operator needs; and, to avoid a "domino effect" of lateness compounding over consecutive trips resulting in missed trips.

Ideally the schedule cycle should include recovery dwell time equivalent to 15% of round trip running time. This equates to up to 70 minutes of round trip running time and 10 minutes of scheduled recovery time per 80-minute cycle. As service frequencies improve from 40 to 30 minutes in the latter years of the five-year plan, schedule cycles will increase to 90 minutes containing up to 79 minutes of round trip running time and at least 11 minutes of scheduled recovery time.

Looking beyond the five-year planning horizon, a 120-minute schedule cycle may become optimal as the geographic footprint of the service area expands. A prototypical schedule cycle would be up to 105 minutes of round-trip running time and at least 15 minutes of scheduled recovery time.

1.5 Proposed Route Changes

Route 1 – Tule River / W Olive

Shown in Exhibits 1-3.A and 1-3.B, Route 1 forms a new crosstown alignment running predominantly east-west across the City on a mostly bi-linear 7.1-mile alignment between the Hwy 190 Park-Ride lot to S Westwood Street at Olive Avenue. The alignment replaces portions of existing Routes 1 and 9 connected through Downtown Porterville.

Key destinations include the Hwy 190 Park-Ride lot; Salvation Army store; Heritage Community Center; Eastridge Plaza / Vallarta's Market; Tulare County Superior Court; Smith's Town Square Shopping Center; Downtown Transit Center; Town & Country Shopping Center; Porterville High School; Memorial Auditorium; Veterans Memorial Building; Port Naz Christian Academy; Summit Charter Academy; Westwood Village Mobile Home Park; Jim Maples Academy and Burton Elementary School.

East of Downtown, the proposed alignment is unchanged from existing Route 9 with bi-linear coverage on E Putnam Avenue, Plano Street and Hwy 190. The plan assumes truncation of the

current route at the Hwy 190 Park-Ride Lot concurrently with implementation of new service on the Tule River Reservation to be operated by the Tule River Tribe.

West of Downtown, the proposed alignment consists of two-way operation on W Olive Avenue between D Street and Mathew Street. This segment currently is served westbound-only. Buses turn around using a one-way clockwise loop consisting of S Mathew Street to W Orange Avenue, and S Westwood Street to Olive Avenue; then continuing north on Westwood to W Morton Avenue and Mathew Street returning to Olive Avenue. Weekday schedules will be coordinated with Burton School District (BSD) shuttle buses near Summit Charter Academy on S Mathew at W Clare Avenue. Currently BSD transfers students twice per day (at 7:30 am and 2:30 pm) home-based school bus routes and shuttles connecting to its school campuses. Connecting Route 1 will this transfer point will allow Porterville Transit to discontinue existing Route 1 and 2 deviations west of Westwood Street to Burton Middle School and Summit Charter Collegiate Academy.

Exhibit 1-3.A: Route 1 – Tule River

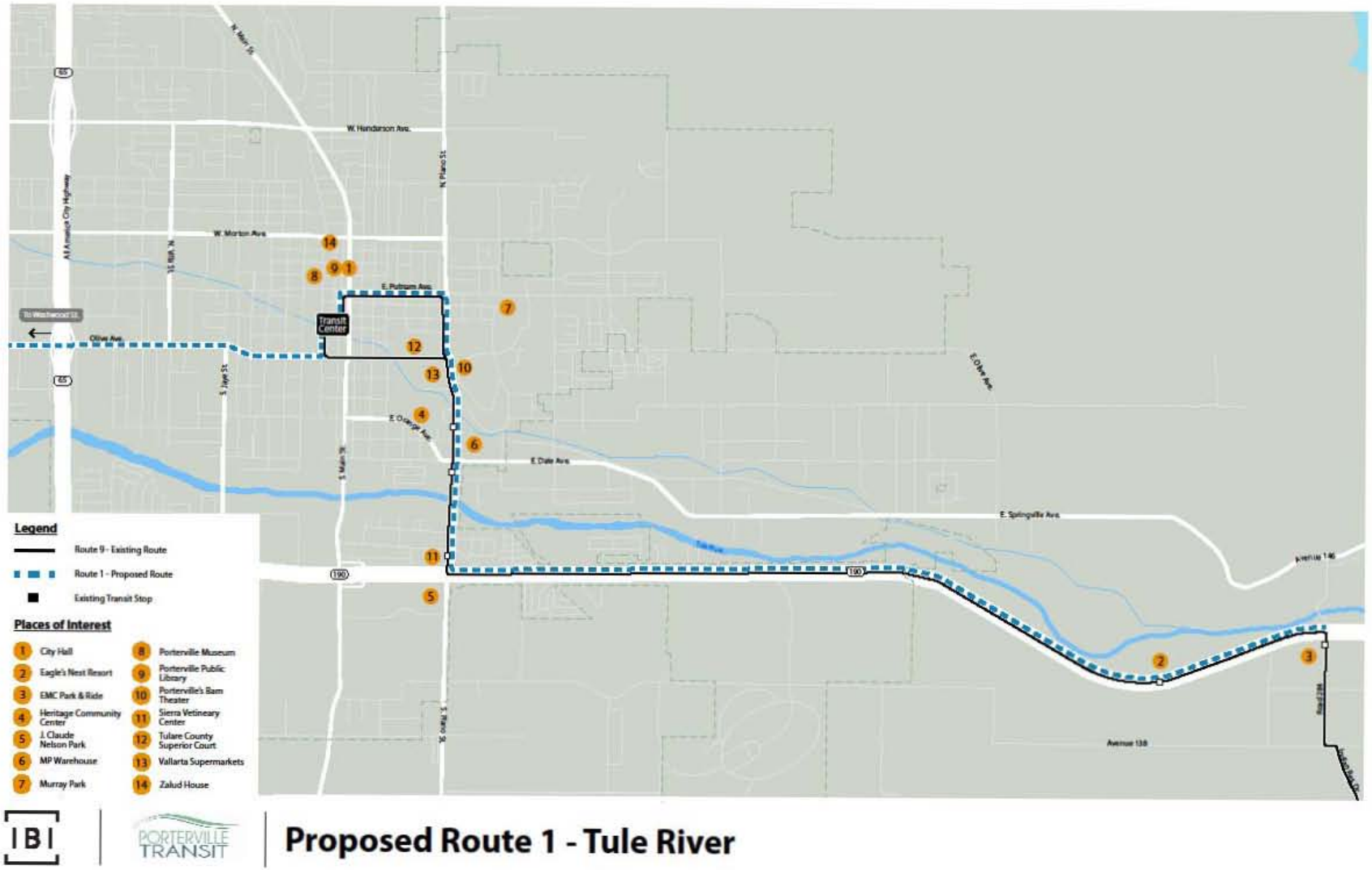


Exhibit 1-3.B: Route 1 - Olive

Route 2 – Morton / Jaye

Shown in Exhibits 1-4.A and 1.4.B, Route 2 combines portions of Routes 1, 5 and 6 into a single alignment extending 7.3 miles between Westwood Street and the Family Health Care facility located southwest of Highways 65 and 190.

Key destinations along the route include Monache High School; Burton Elementary School; Belleview Elementary School; Bartlett Middle School; Skatepark in Veterans Park; Smith's Town Square Shopping Center Parkview Apartments; Villa Robles Apartments; Lowe's and Home Depot stores; Best Western and Holiday Inn Express; and Family Health Network.

West of Downtown, the proposed alignment includes two-way operation on W Morton Avenue between D Street and N Newcomb Street. West of Newcomb, buses operate a one-way consisting of W Morton Avenue to N Westwood Street; then continuing north on Westwood to east on Henderson Avenue, south on Newcomb Street and returning to W Morton Avenue.

South of Downtown, the proposed alignment mostly overlays existing Route 6 with three modifications:

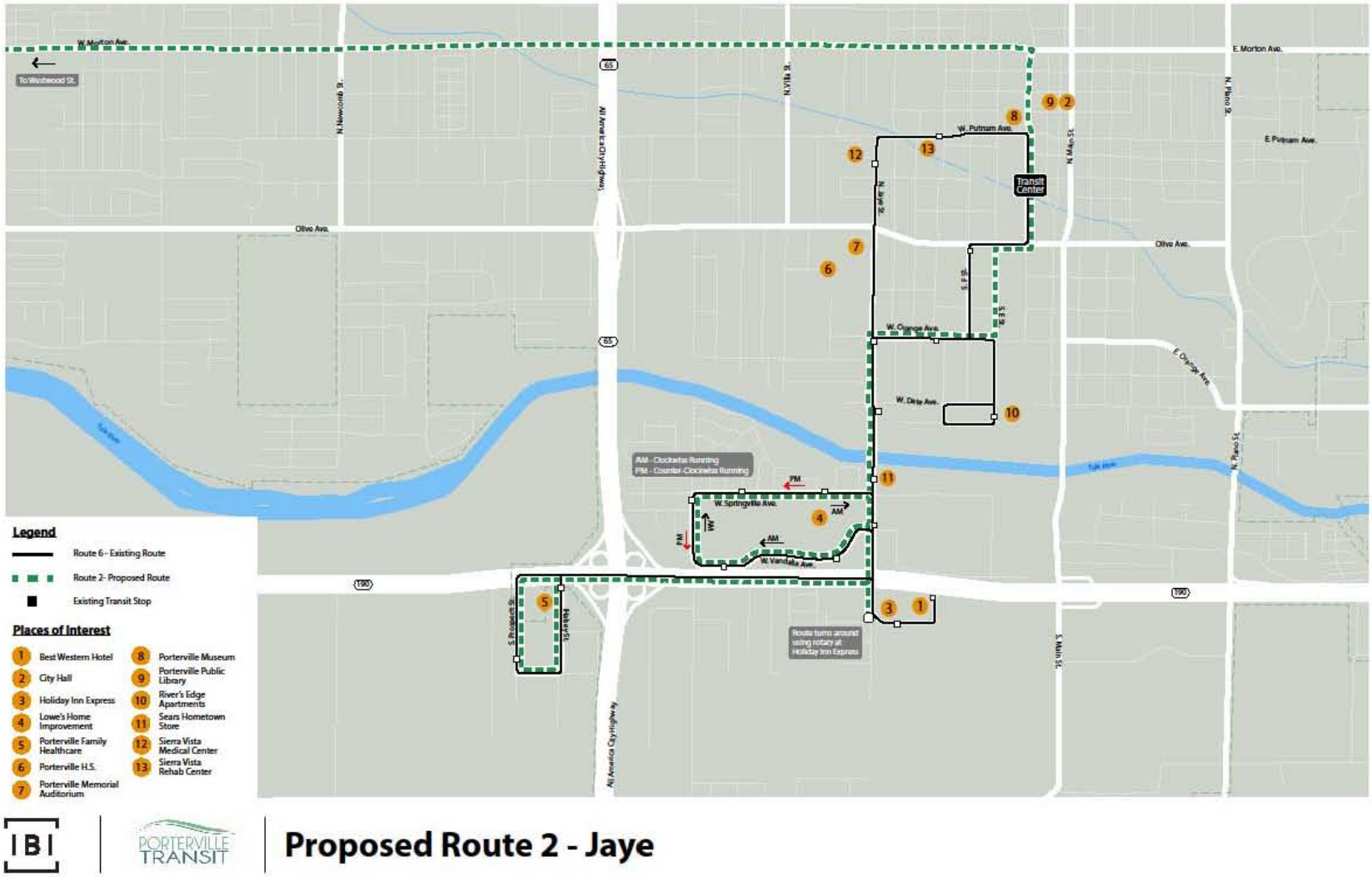
A. Discontinue coverage on W Montgomery Avenue and Poplar Avenue, instead using the Jaye Street rotary to turn around and stop adjacent to the Holiday Inn Express. Relocate the existing stop eastbound on Montgomery to Jaye Street adjacent to the Holiday Inn Express. The proposed change would discontinue service to one bus stop located on southbound Poplar near the Denny's Restaurant and Best Western Inn. Recent average weekday ridership activity at this stop is one boarding and zero alightings.

B. Provide two-way service to the Riverwalk Marketplace and adjacent residential neighborhood located mostly west and north of S Indiana Street and W Springvale Avenue. Given existing development, it is recommended that morning trips operate northbound through Riverwalk and southbound on Jaye Street; and that afternoon trips operate in reverse. This pattern would best serve area residents with shorter travel times to Downtown and other parts of the City in the morning, and comparable return service in the afternoon. If the planned Walmart store development at Riverwalk moves forward, the City should consider an internal street network that would allow buses to circulate efficiently through the heart of the development with two-way service on the same streets.

C. Discontinue deviation service on E Street south of Orange Avenue to River Avenue. Operate two-way service on W Orange Avenue between Jaye Street and E Street, and two-way service on E Street between Orange Avenue and Olive Avenue.

Exhibit 1-4.A: Route 2 – Morton

Exhibit 1-4.B: Route 2 – Jaye



Route 3 – East Porterville / Henderson

Shown in Exhibits 1-5.A and 1-5.B, Route 3 forms a new crosstown alignment running predominantly east-west across the City on a mostly bi-linear 9.1-mile alignment between East Porterville and the W Henderson Avenue corridor. The alignment replaces portions of existing Routes 2, 3 and 5 connected through Downtown Porterville.

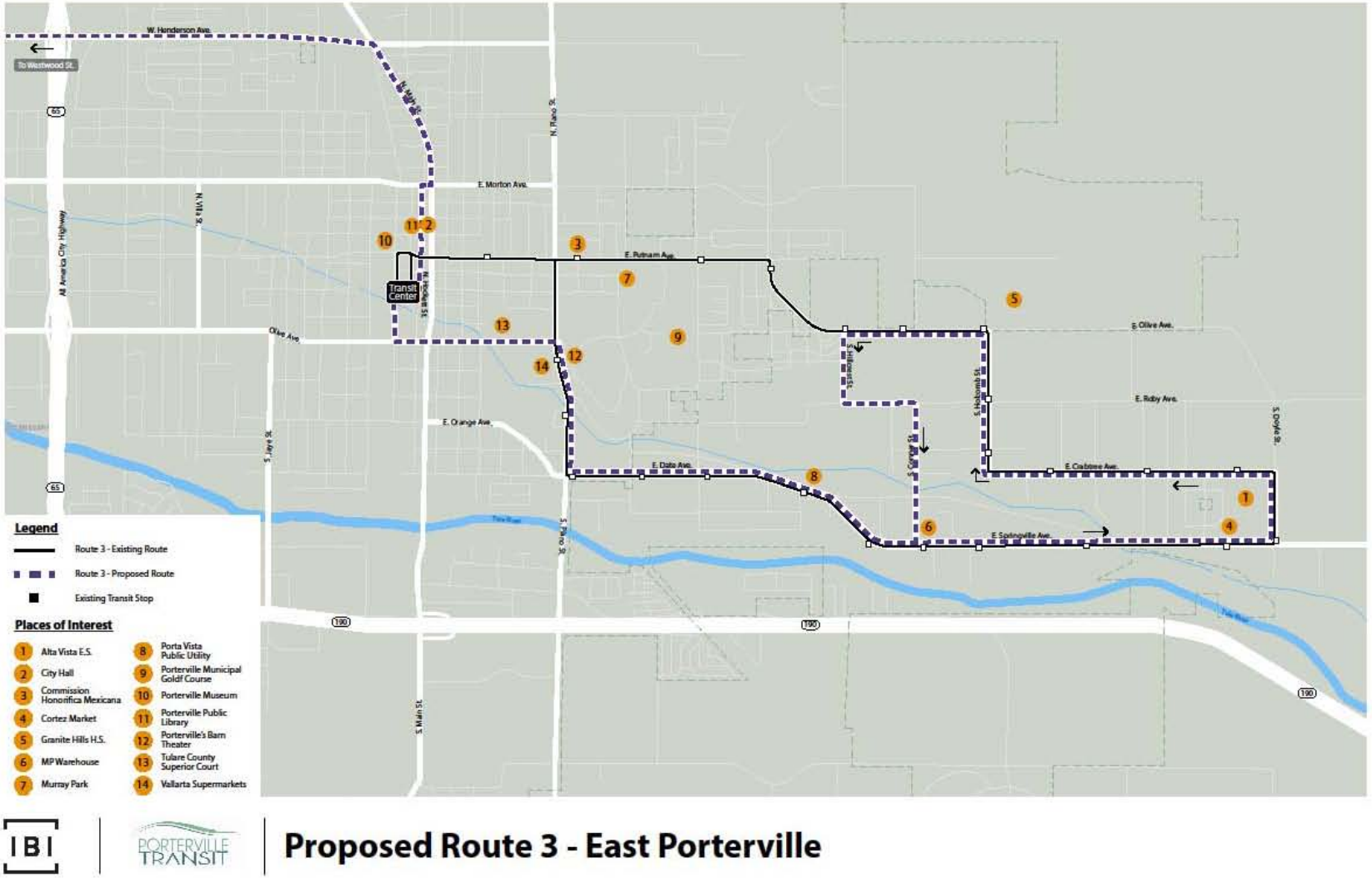
Key destinations include Granite Hills High School; Alta Vista Elementary School; Eastridge Shopping Center; Guadalajara Meat Market; Salvation Army store; Tulare County Superior Court; Heritage Community Center; Porterville Place, Save Mart, Porterville Town Center and Porterville West shopping centers; Monache High School; Skatepark in Veterans Park; and Zalud Park.

East of Downtown, the proposed alignment maintains existing Route 3 coverage between S Plano Street and Granite Hills High School via E Date Avenue, E Springville Avenue, S Doyle Street, E Crabtree Avenue and S Holcomb Street. Realignment is proposed in two areas:

- Between the Transit Center and S Plano Street, it is recommended that the alignment make use of D Street and Olive Avenue, both to expedite transit travel times from the east side of the City, and to avoid duplication with other routes on Putnam Avenue.
- Returning from Granite Hills HS to Downtown, it is recommended that the alignment continue west on Olive Avenue to south on Hillcrest Street, east on Roby Avenue; south on S Conner Street; and returning to E Springville Avenue. This change would reduce the size of the one-way loop through East Porterville to equalize two-way travel times for as many area households as possible. While there will continue to be one-way service east of S Conner Street, the potential for convenient round trip travel by bus to destinations will be eliminated.

West of Downtown, provide two-way service on N Main Street and W Henderson Avenue through the retail district and continuing toward Westwood Street. Coverage west of the intersection of Henderson Avenue and Newcomb Street is provided with a one-way terminal loop operating clockwise via Henderson Avenue, Westwood Street, Westfield Avenue, and Newcomb Street and rejoining the two-way route at Henderson Avenue.

Exhibit 1-5.A: Route 3 – East Porterville



IBI | PORTERVILLE TRANSIT | **Proposed Route 3 - East Porterville**

Exhibit 1-5.B: Route 3 – Henderson

Route 4 – Prospect / Main

Shown in Exhibits 1-6.A and 1-6.B, Route 4 forms a new north-south alignment running nine miles through central Porterville between W N Grand Avenue at N Prospect Street on the City's north side to Porterville College and Porterville Developmental Center. It replaces portions of existing Routes 4 and 7 interlined through the Downtown Transit Center.

Key destinations include Sierra View Medical Center and other medical offices along Putnam Avenue; Sierra Place Apartments on Indiana Street; and the Henderson-Hwy 65 retail district containing Target, Walmart, Porter Plaza/Galaxy 9 Theater, Porterville Place, Porterville Town Center, Porterville West and Save-Mart shopping centers.

North of Downtown, existing one-way loop coverage is replaced by two-way operation on W Putnam Avenue, N Indiana Street, W Henderson Avenue and N Prospect Street. Coverage north and east of the intersection of W Westfield Avenue and N Prospect Street is provided with a one-way loop running counter-clockwise via W Westfield to Milo Street and Pioneer Avenue, passing Porterville Adult School; then continuing via Pioneer to Highway 65, W North Grand Avenue and Prospect Street returning to Westfield Avenue, where it rejoins the two-way alignment. This segment partly replaces existing Route 5 eastbound-only service on Westfield Avenue between Prospect Street and Milo Street.

Bus operators cited concerns with the location of existing bus stops located near the intersection of Westfield Avenue and Milo Street. Currently there are separate stops for Route 2 on eastbound Westfield before Milo Street, and for Route 7 on northbound Milo Street north of Westfield Avenue. The specific concern is with the stop on Westfield, which operators feel is not safe given the speed of traffic descending from the overpass over Hwy 65. Given the proposed changes to the route structure, it is suggested that the stop on Westfield be removed. Additionally, an operator cited a safety concern making the left turn from northbound Hwy 65 to westbound W North Grand Avenue. This intersection is signalized with a left turn lane and left turn signal phase; hence, further discussion with bus operators on this issue is suggested.

South of Downtown, two-way service on S Main Street is established between Putnam Avenue and College Avenue. This would equalize transit travel times between Downtown and Porterville College to encourage round trip ridership among college students, visitors and employees. Recent data indicates that the number daily boardings by customers leaving the campus on northbound trips is more than twice the number arriving to campus. This reflects the split alignment running southbound on S Plano Street and E Worth Avenue to Porterville Developmental Center before servicing the campus stop on Main Street at E College Avenue. Two-way routing on Main between Downtown and Porterville College would reduce walking distance for riders presently alighting from southbound service on Plano Street near the ballfields and walking at least one-third of a mile to classrooms and other campus buildings.

The plan replaces existing fixed route coverage along E Worth Avenue with a flexible service zone east of Porterville College that encompasses Ponca, Golden Hills Estates, Crestview-State Street subdivision, and Porterville Developmental Center (PDC). The proposed Southeast Flex zone is bounded by Main Street on the west; E Gibbons Avenue, Warzee Avenue and Sequoia Drive on the south; Blue Heron Parkway on the east; and Hwy 190 on the north. The focus of the flex zone is to reduce walking distances for area residents located in a wider corridor centering

on E Worth Avenue, and to maintain an appropriate level of service for Foster Grandparents Program volunteers who travel to and from the PDC.

Exhibits 1-6.A: Route 4 – Prospect

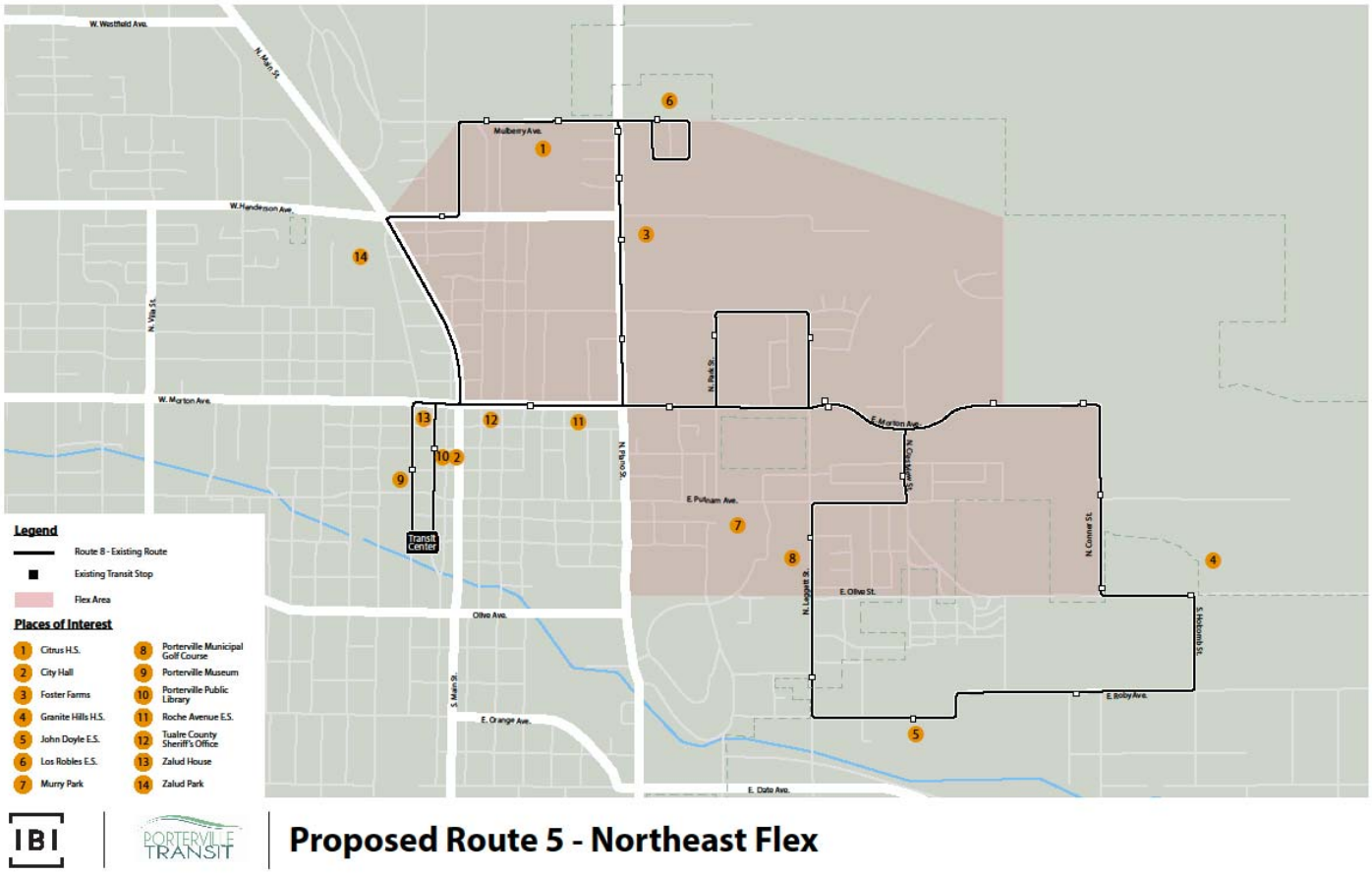
Exhibits 1-6.B: Route 4 – S Main + Southeast flex

Route 5 – Northeast Flex

Shown in Exhibit 1-7, Route 5 is a mostly flexible service covering lower density neighborhoods of the City currently served primarily by Route 8. The proposed Northeast Flex zone is bounded by E Mulberry Avenue on the north; Lisa Lane and Granite Hills High School on the east; E Olive Avenue on the south; and Plano Street (south of Morton) and N Main Street (north of Morton) on the west. A short fixed route segment operates between the Transit Center and the flex zone boundary via E Putnam and N 4th Street to serve the Senior Center.

Key destinations include Citrus High School, Granite Hills High School, the City Pool in Murry Park, Porterville Senior Center, Foster Farms, and Los Robles Elementary School.

Exhibit 1-7: Route 5 – Northeast Flex



Sports Complex Service Demonstration

The possibility of service to the sports complex was mentioned by stakeholders and the public. Accordingly, a limited service demonstration is recommended to determine. The facility is located at 2701 W Scranton Avenue, which is approximately 2.5 miles southwest of the nearest proposed route (1 Tule River / Olive) at the intersection of S Westwood Street and W Orange Avenue

The service plan assumes one bus operating up to six round trips on Saturdays between 7:00 am and 1:00 pm. A fixed or flex-route service mode is possible running from the Heritage Community Center (256 E Orange) with stops at the DTC and along W Olive Avenue. Alternatively, one or more weekday evening service (4:30pm – 8:30pm) could be offered. Further discussion with the City's Community Development staff is suggested to finalize the service plan.

1.6 Impacts of Proposed Service Changes

This section reviews existing route segments that are significantly affected by the proposed service plan. Existing coverage is mostly retained with some exceptions. Service changes often involve trade-offs between the walking distance required to access the transit system and the quality of service offered by the system. Areas in which existing service would be changed significantly are described in the following paragraphs.

- Northeast Porterville currently is served by Route 8 operating mostly one-way service at a low (80-minute) service frequency. Ridership is quite low at just 2.9% of total fixed route boardings in FY 2016, and Route 9 is the least productive route in the current network at 7.4 boardings per revenue service hour, or 44% below the system average. Most of the area covered by Route 8 is within the proposed Route 5 Northeast Flex service area. Key trip generators including Granite Hills High School, Sequoia Villa Apartments, Foster Farms, and Citrus High School will still be served.
- School service west of Westwood Street currently is provided by deviation trips made by Routes 1 and 2 around morning and afternoon school bell times at Summit Charter Collegiate Academy and Burton Middle School. Discontinuation of these trips would impact up to seven students arriving to SCCA in the morning and two students departing in the afternoon via Route 1; and one student arriving to Burton Middle School and two students departing in the afternoon via Route 2. However, the proposed service plan offers alternative coverage by coordinating schedules with Burton School District shuttle buses and a timed transfer at S Mathew Street and W Clare Avenue.
- N Jaye Street currently is served by Route 6 offering one-way (southbound) service along a 0.6-mile segment between W Putnam Avenue and W Orange Avenue. Recent ridership data indicates that no customers would be impacted by discontinuation of service on this segment. Most of the ridership activity focuses on Sierra View Medical Center, which is covered by proposed Route 4; and on Bartlett Middle School, which is covered by Routes 2 and 4.
- N Main Street and W Westfield Avenue currently are served by Routes 2 and 7 running in opposing directions on N Main between Henderson Avenue and Westfield Avenue, and

on W Westfield east of Milo Street. Ridership data indicates that activity on this segment is limited to Route 2 with three boardings and one alighting per day at Monte Vista School. These customers retain transit access via proposed Route 4 at the intersection of Milo Street and W Westfield Avenue, which is approximately 500 feet (0.1 mile) west of the school and connected by sidewalks and pedestrian crosswalks at N Indiana Street. Route 7 generates no boardings or alightings on this segment.

- W Westfield Avenue west of N Milo Street currently is served by Route 2 one-way (eastbound) between N Westwood Street and N Milo Street. Ridership data indicates weekday average 25 boardings and 26 alightings on the 1.9-mile segment. The proposed service plan provides replacement coverage between N Westwood and N Newcomb via Route 3, and between N Prospect Street and Milo Street via proposed Route 4. However, no service would be available on the 0.5-mile segment of Westfield between N Newcomb and N Prospect. Only one bus stop is located on this segment opposite Atkins Way. Recent average weekday ridership activity at this stop is two boardings and four alightings. It is recommended that a new bus stop be installed on Prospect Street southbound at the near side of Westfield Avenue, adjacent to the Stop 'n Save Market.
- East Orange Avenue and S B Street west of Plano Street and south of Olive Avenue currently receives one-way service (southbound/eastbound) via Route 4. Two significant destinations are located along this segment are:
    - *Heritage Community Center*, which is accessed from the existing bus stop at E Orange Avenue and S B Street (zero boardings / 9 alightings per weekday). Alternative access will be provided by proposed Route 4 at Main Street and Orange Avenue, which is approximately 500 feet (0.1 mile) west of B Street.
    - *Santa Fe School*, which is accessed from the existing bus stop on E Orange Avenue and S Cornell Street (1 boarding / 3 alightings per weekday). Alternative access will be available on S Plano Street at E Orange Avenue, which is approximately 700 feet (0.15 mile) to the east of the existing stop. However, new stops and a pedestrian crossing at S Plano and E Locust Avenue would reduce walking distance to 500 feet. It should be noted that the existing stop at Cornell Street is located across E Orange Avenue from the school with no safe way to cross the street. Therefore, the small number of current customers who utilize this need to walk to S Plano Avenue to cross E Orange Avenue safely.
- Sequoia Village Apartments, located on S E Street at E Date Avenue, currently is served by Route 6 on northbound trips only. Porterville Transit bus operators cite time and safety concerns with the 0.75-mile deviation loop via E Street, W Date Avenue, G Street and W River Avenue required to approach the bus stop at Sequoia Village. The proposed service plan discontinues the deviation south of W Orange Avenue, and would require that existing customers walk approximately 1,100 feet (0.2-mile) north on E Street to the nearest stop on W Orange Avenue. Currently, nine customers board and three alightings per average weekday occur at Sequoia Village.

- Porterville Developmental Center and Golden Hills Estates currently are served by Route 4 with two-way fixed route coverage on E Worth Avenue east of S Plano Street. Ridership data indicates 12 boardings and five alightings on the 1.6-mile segment; of which half are Foster Grandparent Program volunteers traveling to and from the PDC campus. The service plan proposes conversion of existing fixed route coverage to flex route service. This will expand coverage to new areas suggested by Porterville Transit bus operators, including Ponca and the S Crestview Street residential subdivision.
- Tule River Reservation - The service plan accommodates the shared objectives of the City and Tule River Tribal Council to improve transit service while transitioning direct operating responsibility for service on the Reservation to the Tribe from Porterville Transit. Concurrent with Tribal assumption of service delivery, proposed Route 1 would improve service frequency by 50% (from hourly to every 40 minutes) between the Highway 190 Park-Ride lot and offer more direct connections to destinations west of Downtown Porterville.

1.7 Resource Requirements

Two scenarios are presented to frame the discussion for funding Porterville Transit annually through FY 2022. Both assume the restructured route network and service span as proposed. The main difference between the two is service frequency.

- Scenario A - 40-minute System Frequency offers an inflation-adjusted no-growth option intended to maintain current level of fixed route service (LOS) at nine (9) peak buses and approximately 48,700 annual revenue vehicle hours. Key LOS characteristics are summarized in Exhibit 1-8. First year revenue hours are 1.4% lower than actual FY 2016 hours. A three percent (3%) inflation rate is assumed annually beginning in FY 2018.
- Scenario B – 30-minute System Frequency offers an assertive growth option focused on upgrading system-wide service frequency to 30 minutes. Attaining this objective would require five additional peak buses (total 14) and approximately 25,000 additional revenue service hours (total 73,800) annually. These targets reflect a more than 50% increase in operating resources for the transit system. Key first-year LOS characteristics are summarized in Exhibit 1-9.

These scenarios are intended to book-end the discussion of transit system funding, and the City is not limited to either one or the other. Service frequency improvements are scalable by upgrading LOS on one or more routes at a time. To illustrate, the cost of upgrading Routes 1 – 4 is one peak vehicle and approximately 4,500 revenue service hours per route, or 9.1% more than Scenario A LOS. The cost of upgrading Route 5 is slightly greater than Routes 1 – 4. The incremental cost of expanding city-wide flex route service after 8:30 pm will depend on the level of demand for the service at the time, but could range from no incremental cost to one or more additional buses when needed.

Exhibit 1-8: Scenario A – Key LOS Characteristics

Scenario A
Year 1 LOS Characteristics

rev 030817

WEEKDAY	Service Span		Frequency (minutes)				Schedule Cycle	Buses in Service				Revenue Service Hours		Scheduled Round Trips	
Route	Begin	End	Peak	Midday	Eve	Night		Peak	Base	Eve	Night	Day	Annual	Day	Annual
1 Tule River / Olive	5:30 AM	8:30 PM	40	40	40	--	80	2	2	2	0	30	7,590	22	5,566
2 Morton / Jaye	5:30 AM	8:30 PM	40	40	40	--	80	2	2	2	0	30	7,590	22	5,566
3 East Porterville / Henderson	5:30 AM	8:30 PM	40	40	40	--	80	2	2	2	0	30	7,590	22	5,566
4 Main / Prospect	5:30 AM	8:30 PM	40	40	40	--	80	2	2	2	0	30	7,590	22	5,566
5 Northeast Flex	5:30 AM	8:30 PM	40	40	40	--	40	1	1	1	0	15	3,795	22	5,566
6 City Wide Evening Flex	8:30 PM	11:00 PM	--	--	--	40	40	0	0	0	4	10	2,530	14	3,542
Subtotal, Weekday								9	9	9	4	145	36,685	124	31,372

SATURDAY	Service Span		Frequency (minutes)				Schedule Cycle	Buses in Service				Revenue Service Hours		Scheduled Round Trips	
Route	Begin	End	Peak	Midday	Eve	Night		AM	Base	Eve	Night	Day	Annual	Day	Annual
1 Tule River / Olive	8:00 AM	8:30 PM	40	40	40	--	80	2	2	2	0	25	1,300	18	936
2 Morton / Jaye	8:00 AM	8:30 PM	40	40	40	--	80	2	2	2	0	25	1,300	18	936
3 East Porterville / Henderson	8:00 AM	8:30 PM	40	40	40	--	80	2	2	2	0	25	1,300	18	936
4 Main / Prospect	8:00 AM	8:30 PM	40	40	40	--	80	2	2	2	0	25	1,300	18	936
5 Northeast Flex	8:00 AM	8:30 PM	40	40	40	--	40	1	1	1	0	13	650	18	936
6 City Wide Evening Flex	8:30 PM	11:00 PM	--	--	--	40	40	0	0	0	4	10	520	16	832
Sports Complex Special	7:00 AM	1:00 PM						1	1	--	--	6	312	6	312
Subtotal, Weekday								10	10	9	4	129	6,682	112	5,824

SUNDAY	Service Span		Frequency (minutes)				Schedule Cycle	Buses in Service				Revenue Service Hours		Scheduled Round Trips	
Route	Begin	End	Peak	Midday	Eve	Night		Peak	Base	Eve	Night	Day	Annual	Day	Annual
1 Tule River / Olive	8:00 AM	6:30 PM	40	40	40	--	80	2	2	2	0	21	1,176	15	840
2 Morton / Jaye	8:00 AM	6:30 PM	40	40	40	--	80	2	2	2	0	21	1,176	15	840
3 East Porterville / Henderson	8:00 AM	6:30 PM	40	40	40	--	80	2	2	2	0	21	1,176	15	840
4 Main / Prospect	8:00 AM	6:30 PM	40	40	40	--	80	2	2	2	0	21	1,176	15	840
5 Northeast Flex	8:00 AM	6:30 PM	40	40	40	--	40	1	1	1	0	11	588	15	840
6 City Wide Evening Flex	--	--	--	--	--	--	40	0	0	0	0	0	0	0	0
Subtotal, Weekday								9	9	9	0	95	5,292	75	4,200
Total													**48,659**		**41,396**

Exhibit 1-9: Scenario B – Key LOS Characteristics

Scenario B
Year 1 LOS Characteristics

WEEKDAY	Service Span		Frequency (minutes)				Schedule Cycle	Buses in Service				Revenue Service Hours		Scheduled Round Trips	
Route	Begin	End	Peak	Midday	Eve	Night		Peak	Base	Eve	Night	Day	Annual	Day	Annual
1 Tule River / Olive	5:30 AM	8:30 PM	30	30	30	--	90	3	3	3	0	45	11,385	28	7,084
2 Morton / Jaye	5:30 AM	8:30 PM	30	30	30	--	90	3	3	3	0	45	11,385	28	7,084
3 East Porterville / Henderson	5:30 AM	8:30 PM	30	30	30	--	90	3	3	3	0	45	11,385	28	7,084
4 Main / Prospect	5:30 AM	8:30 PM	30	30	30	--	90	3	3	3	0	45	11,385	28	7,084
5 Northeast Flex	5:30 AM	8:30 PM	30	30	30	--	60	2	2	2	0	30	7,590	28	7,084
6 City Wide Evening Flex	8:30 PM	11:00 PM	--	--	--	30	30	0	0	0	4	10	2,530	20	5,060
Subtotal, Weekday								14	14	14	4	220	55,660	160	40,480

SATURDAY	Service Span		Frequency (minutes)				Schedule Cycle	Buses in Service				Revenue Service Hours		Scheduled Round Trips	
Route	Begin	End	Peak	Midday	Eve	Night		AM	Base	Eve	Night	Day	Annual	Day	Annual
1 Tule River / Olive	8:00 AM	8:30 PM	30	30	30	--	90	3	3	3	0	38	1,950	25	1300
2 Morton / Jaye	8:00 AM	8:30 PM	30	30	30	--	90	3	3	3	0	38	1,950	25	1300
3 East Porterville / Henderson	8:00 AM	8:30 PM	30	30	30	--	90	3	3	3	0	38	1,950	25	1300
4 Main / Prospect	8:00 AM	8:30 PM	30	30	30	--	90	3	3	3	0	38	1,950	25	1300
5 Northeast Flex	8:00 AM	8:30 PM	30	30	30	--	60	2	2	2	0	25	1,300	25	1300
6 City Wide Evening Flex	8:30 PM	11:00 PM	--	--	--	30	30	0	0	0	4	10	520	20	1040
Sports Complex Special	7:00 AM	1:00 PM						1	1	--	--	6	312	6	312
Subtotal, Saturday								15	15	14	4	191	9,932	151	7,852

SUNDAY	Service Span		Frequency (minutes)				Schedule Cycle	Buses in Service				Revenue Service Hours		Scheduled Round Trips	
Route	Begin	End	Peak	Midday	Eve	Night		Peak	Base	Eve	Night	Day	Annual	Day	Annual
1 Tule River / Olive	8:00 AM	6:30 PM	30	30	30	--	90	3	3	3	0	32	1,764	21	1176
2 Morton / Jaye	8:00 AM	6:30 PM	30	30	30	--	90	3	3	3	0	32	1,764	21	1176
3 East Porterville / Henderson	8:00 AM	6:30 PM	30	30	30	--	90	3	3	3	0	32	1,764	21	1176
4 Main / Prospect	8:00 AM	6:30 PM	30	30	30	--	90	3	3	3	0	32	1,764	21	1176
5 Northeast Flex	8:00 AM	6:30 PM	30	30	30	--	60	2	2	2	0	21	1,176	21	1176
6 City Wide Evening Flex	--	--	--	--	--	30	30	0	0	0	0	0	0	0	0
Subtotal, Sunday								14	14	14	0	147	8,232	105	5,880
Total													**73,824**		**54,212**

Tulare County Association of Governments

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MEMORANDUM

TO: Council of Cities

FROM: Ted Smalley, Executive Director & Elizabeth Forte, Principal Planner

DATE: July 19, 2017

SUBJECT: Transit Coordination and Improvement Options in Tulare County

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Tulare County is currently home to six independently operating transit agencies. Some are quite small and some are larger and more sophisticated. Increasingly transit agencies have been experiencing difficulty meeting regulatory requirements and performance measures. Under state law for example, eligibility for funds under the Transportation Development Act requires two measures of efficiency to be met: a fare revenue to operations cost ratio of a specified percentage, and a calculation of efficiency from year to year. A few agencies contribute general fund dollars to their transit systems in order to meet state requirements and/or to avoid funding penalties; this is not common practice in the state.

Transit is heavily regulated and has a plethora of various requirements, too many to list here. As one example from the TCAG budget, TCAG regularly funds 8 short and long-range transit development plans. These plans have a shelf life of approximately five years each and cost over half a million dollars to complete. Other plans, such as Title VI Plans, sub-regional mobility plans, coordination of Transit Asset Management Plans, etc. are also funded by TCAG. This work is funded via Transit Development Act funds, and savings in this area would go directly back to Tulare County agencies for transit services and streets and roads.

Additionally, all transit agencies, which operate locally under their own set of goals, budget constraints, etc. have very different policies and procedures. Every agency has different fares, discounts, operations hours and times, fare media (e.g. smartcards vs. cash only), transfer policies, and more. This, combined with a relatively high rate of inter-system transfers, can be a deterrent to transit ridership. Improved financial efficiency and an improved rider experience can lead to further continuing success in the provision of transit services for Tulare County residents.

Below are some options and considerations for discussion regarding possible ways to improve the coordination and efficiency of transit service in the Tulare County region:

MOU

- Establish relationships among agencies and TCAG, and state purpose and goals
- Determine where joint decision making could be made, and conversely, where it would not
- More limited in scope and weaker than a JPA

- Does not involve a regional board or entity with independent decision-making authority
- Seldom results in improved efficiency (each agency would still have the same approval processes, regulatory obligations, independently operating systems, etc.).
- Would likely lead to more uniformity in some aspects of transit service, such as equipment compatibility, but is not binding.

JPA

- As a legally independent agency, it can manage a number of items that each provider performs now. For some agencies, the level of service would be improved:
- Regulatory Requirements
- Property and Facilities
- RFPs/Contracting
- System Operations and Administration
- Grant Management
- Financial Services
- Advertising and Public Outreach
- Insurance and Procurement Pooling
- The scope can be limited or all-encompassing
- Consolidation of tasks would result in reduction of duplicative costs (planning documents, financial audits, state and federal reporting, contracting, and more).
- **Some consolidation of services and/or providers would be necessary**

Consolidation Options

- Consolidation of some or all agencies

Option 1: Regional Transit Agency

The greatest economy of scale and the highest level of consistency of service and policies would be achieved under this option.

Option 2: Consolidation to Fewer Independent Agencies

Reducing the number of agencies to three, for example. Could be based on size, proximity, service type, etc. Generally smaller, more inefficient systems become part of more sophisticated systems with greater availability of resources. Economies of scale would be achieved in this scenario; however, coordination and consistency would be limited without the formal structure of a JPA.

- ***Example***:

1. One agency operating in the census-designated Large Urbanized Area (Visalia UZA) (Visalia, Tulare, Exeter, Farmersville)
2. One rural agency
3. One agency in the census-designated Small Urbanized Area (Porterville UZA)

Option 3: Consolidation to Fewer Independent Agencies Operating Under One JPA

Economies of scale would be realized under this scenario, and a high level of coordination achieved.

CITY COUNCIL AGENDA – AUGUST 15, 2017

SUBJECT: Designation of Voting Delegates and Alternate for League of California Cities 2017 Annual Conference

SOURCE: Administrative Services

COMMENT: The League of California Cities' Annual Conference is scheduled to take place September 13-15, 2017, in Sacramento. In addition to the training programs offered, an important aspect of the League's Conference is the Annual Business Meeting, during which the membership considers and takes action on resolutions that establish official League policy. This year, the Business Meeting is scheduled for 12:30 p.m. on Friday, September 15, 2017.

In order to vote at this meeting, the City Council must designate a voting delegate. In the event the voting delegate is unable to serve in that capacity, the League's Bylaws also allow for the designation of up to two alternates.

The estimated cost for attendance per Council Member is approximately $1,900. This cost includes conference registration and materials, accommodations, mileage and meals. Funding is currently available in the Council's travel budget.

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

ATTACHMENTS:
1. Attachment 1 - Voting Procedures
2. Attachment 2 - Voting Delegate-Alt Form

Appropriated/Funded: MB

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

CITY:_____

2017 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 1, 2017. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name:_____

Title:_____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk_____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 1, 2017

League of California Cities
ATTN: Carly Shelby
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: cshelby@cacities.org
(916) 658-8279

CITY COUNCIL AGENDA – AUGUST 15, 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.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

At its last meeting on August 1, 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. 5 residences within the city have been determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. City, County, State and non-profit partner representatives have continued to discuss solutions toward addressing these challenged residences when the State is expected to end its drought emergency funding effective August 1st. The State has committed funding through June 30, 2018 for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has committed to continue the household tank program locally.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners 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 is meeting on December 20, 2016.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells.

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 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. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. Governor Brown Executive Order

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

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and

B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and

C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and

D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of $1; and

E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and

F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and

G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and

H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:

   A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.

   B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.

   C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.

   D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of $1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.

   E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

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

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

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

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

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

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

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

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

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

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.

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

10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

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

COUNTY OF TULARE

BY _____
Mike Ennis 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

Approved as to Form
County Counsel

By _____
Deputy

20151902

CITY OF PORTERVILLE

BY _____
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY _____
John Lollis, City Manager

Approved as to Form

BY _____
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

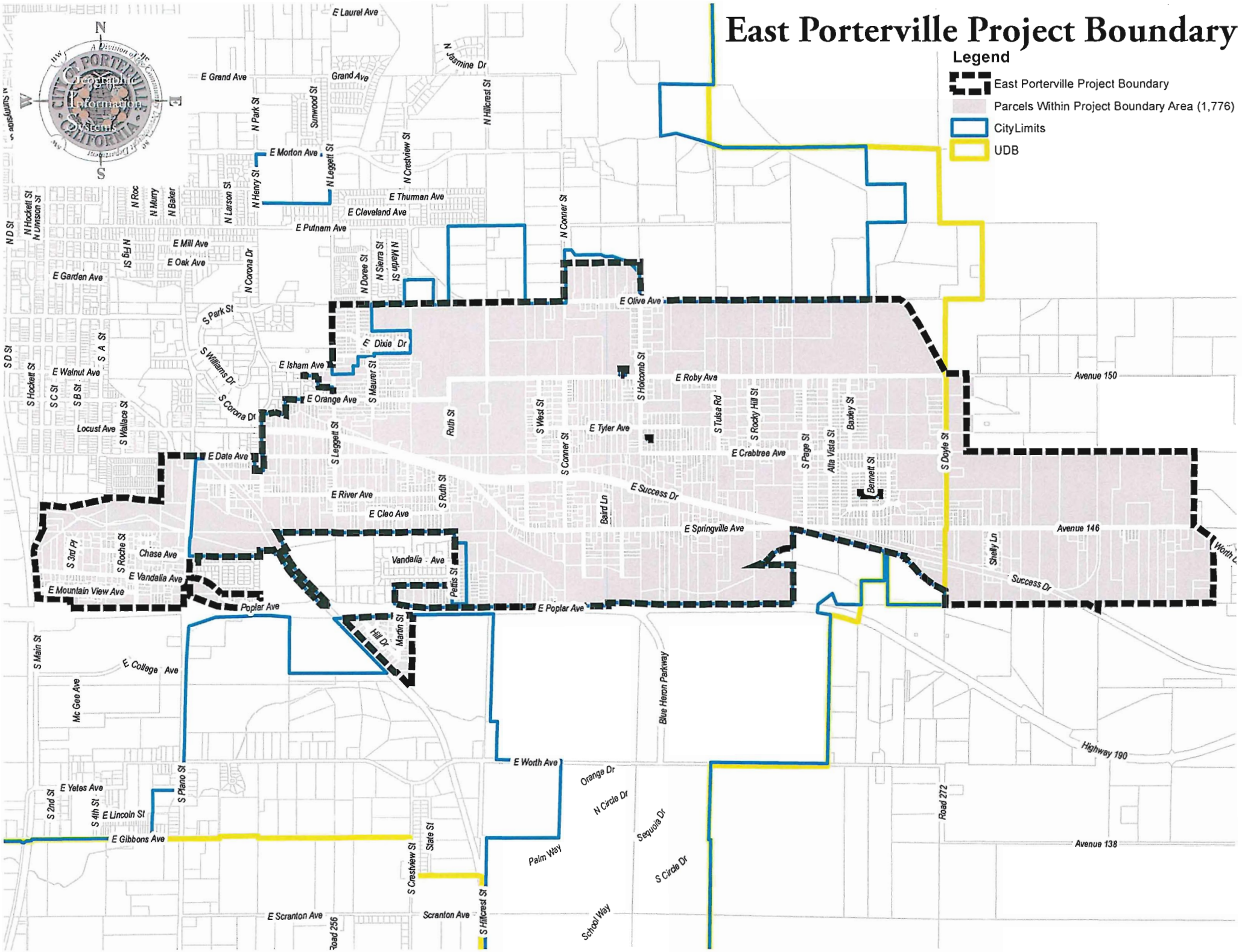

EXHIBIT 'B'

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

Luisa M. Zavala

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

Exhibit B

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

Luisa Zavala

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'

OLIVE AVENUE
176±
245±
302±
TULE RIVER
N
SCALE: 1" =50'

EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	$1,526.00
5	Ph. 1 Preconstruction Meeting	$1,357.43
	Total:	**$3,351.43**

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	$5,000.00
Task 4.4	SCE Costs	$15,000.00
	Total:	**$108,326.00**

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the "Parties"

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

_____

_____

State Water Resources Control Board

_____

_____

California Office of Emergency Services

_____

_____

County of Tulare

_____

_____

City of Porterville

_____

_____

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study

Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of

Emergency Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the "Parties"

This Amendment No.1to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources State Water Resources Control Board

_____ _____

_____ _____

California Office of Emergency Services County of Tulare

_____ _____

_____ _____

City of Porterville

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_____

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured 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 more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to 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.

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, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.

2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.

3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices 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 shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.

7. The Water Board and the Department shall continue to 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.

8. The Water Board and the Department shall continue to take actions to 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 is requested to work with investor-owned water utilities to accelerate work to minimize leaks.

9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.

10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.

12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.

13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.

15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.

16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

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 7th day of April 2017.

Edmund G. Brown Jr.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

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