



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 3, 2017, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 240-040-014 and 240-310-001. Agency Negotiator: Patrice Hildreth and Mike Reed. Negotiating Parties: City of Porterville and Fredrick Church. Under Negotiation: Terms and Price.
- 2** - 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.
- 3** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, Che Johnson, and Matt Pierce. Employee Organizations: Porterville City Firefighters Association, Fire Officer Series, and Porterville Peace Officers Association.
- 4** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff; and one case concerning oral comments regarding code enforcement made by Mr. David Horowitz at the City Council Meeting of September 19, 2017.
- 5** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Council Member Reyes

Invocation

PROCLAMATIONS

Domestic Violence Awareness Month - October 2017

PRESENTATIONS

Employee of the Month - Reggie Calo
Regional Transportation Plan - TCAG

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - September 20, 2017
2. Council of Cities - September 20, 2017
3. SJVAPCD Governing Board Study Session - September 20 - September 21, 2017
4. Eastern Tule Groundwater Sustainability Agency (GSA) - September 21, 2017
5. Tulare County Economic Development Corp. (TCEDC) - September 27, 2017

REPORTS

This is the time for all staff informational items.

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of August 1, 2017, and August 15, 2017**
Re: Considering approval of the draft minutes of August 1, 2017, and August 15, 2017.
2. **SB1 Project List for FY 2017/18**
Re: Considering approval of the FY 2017/18 project list and a resolution to amend the budget to include RMRA funds.
3. **Request for Approval to Purchase the DELL DR4300 Disk Backup Appliance**
Re: Considering approval to purchase a Dell DR4300 backup appliance at a cost of \$12,191.86, plus the applicable sales tax and shipping.

4. **Request for Approval to Purchase EnerGov Permitting & Land Management Software**
Re: Considering approval of the purchase of EnerGov Permitting & Land Management Software from Tyler Technologies for a one-time cost of \$57,490 and an annual maintenance charge of \$16,990.00.
5. **Ratification of Expenditure - SCE Streetlight Installations for the Jaye Street Bridge Rehabilitation Project**
Re: Considering approval of payment in the amount of \$19,168.98 to SCE for costs associated with streetlight installations for the Jaye Street Bridge Project.
6. **Award of Contract Plano Water Replacement and Concrete Curb Ramp Project**
Re: Considering award of the Plano Water Replacement and Concrete Curb Ramp project construction contract to MAC General in the amount of \$1,311,875.95 for the project consisting of the removal and replacement of concrete along Plano Street and within the Barn Theatre parking lot.
7. **Approval of Purchase Option Agreement (Smee Homes, Inc.) - Beverly Grand Mutual Water Company**
Re: Considering approval of a Purchase Option Agreement that allows for testing of and potential purchase of a well site between the Tule River and the extension of River Springs Avenue for an amount of \$29,000.
8. **Authorization to Distribute RFQs for On-Call Consulting Services**
Re: Considering authorization to distribute Requests for Qualifications for On-Call Consulting Services for right-of-way, surveying, and materials testing services.
9. **Approval for Community Civic Event - Veterans Homecoming Committee - Veterans Day Parade - November 11, 2017**
Re: Considering approval of an event to take place on Saturday, November 11, 2017, from 5:00 a.m. to 12:00 p.m.; and approval of the closure of Main Street from Doris Avenue to Orange Avenue and additional side streets along the parade route.
10. **Request for Proclamation - Relay for Life Days - October 7-8, 2017**
Re: Considering approval of a request to proclaim October 7th and 8th as "Relay for Life Days."
11. **Request for Proclamation - Friends of Libraries Week - October 15-21, 2017**
Re: Considering approval of a request to proclaim October 15 through 21, 2017, as "Friends of Libraries Week."

HEARING

- 12. Continued Hearing - Resolution of Necessity Pertaining to the Acquisition of a Portion of Property Located at West Side of Hillcrest Street, North of Jasmine Drive, Porterville, CA (APNs 254-010-059 and 255-190-022), Owner Woodard Family Revocable Trust of August 10, 2006, for Proposed Improvements to the East Porterville Water Supply Project**

Re: Consideration of a Resolution of Necessity to acquire the above described property in order to construct a water tank and other improvements for the East Porterville Water Supply Project.

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

PUBLIC HEARINGS

- 13. Public Hearing on the Establishment of By-District Election Boundaries for the Porterville City Council**

Re: A Public Hearing to solicit public input on criteria for the drafting of district boundary maps for City Council districts.

SCHEDULED MATTERS

- 14. Update on status of water connection to Burton Unified School District campus at Redwood Street and Thurman Avenue**

Re: Considering authorization to issue a permit for public improvements upon consensus of the design while the District processes an annexation application for a school site at the northeast corner of Redwood Street and Thurman Avenue and required surrounding properties.

- 15. Consider Letter of Request for Veto of SB 649 (Hueso): Wireless Telecommunications Facilities**

Re: Consideration of a Letter of Request for Veto of SB 649 (Hueso) regarding wireless telecommunications facilities.

- 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 October 10, 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 – OCTOBER 3, 2017

SUBJECT: City Council Minutes of August 1, 2017, and August 15, 2017

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of August 1, 2017, and August 15, 2017, for the Council's review and consideration.

RECOMMENDATION: That the Council approve the draft Minutes of August 1, 2017, and August 15, 2017.

ATTACHMENTS: 1. Draft Minutes 08-01-2017
 2. Draft Minutes 08-15-2017

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
AUGUST 1, 2017, 5:30 PM**

Call to Order at 5:31 p.m.

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

ORAL COMMUNICATIONS

- Richard Sanchez inquired about Council's consideration of his request for reimbursement for improvements made to the concession stand at Zalud Park, stating that he did not see it on the Agenda.

In response, City Attorney Lew clarified that the item was noticed as an anticipated litigation item.

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. Agency Negotiator: John Lollis. 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: 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 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.
- 4** - 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, Public Safety Support Unit, Porterville City Firefighters Association, and Fire Officer Series.
- 5** - Government Code Section 54956.95 – Liability Claim: Claimant: The Estate of Maureen Hamilton. Agency claimed against: City of Porterville.
- 6** - Government Code Section 54956.95 – Liability Claim: Claimant: Jessie Vernon David. Agency claimed against: City of Porterville.
- 7** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four cases in which facts are not yet known to potential plaintiff.
- 8** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

City Attorney Lew reported action pertaining to A-5 and A-6, as follows:

A-5 On a MOTION made by Vice Mayor Brian Ward, and SECONDED by Council Member Martha Flores the City Council rejected a claim submitted by the Estate of Maureen Hamilton.

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

Documentation: M.O. 01-080117

Disposition: Claim Rejected.

A-6 On a MOTION made by Council Member Monte Reyes, and SECONDED by Council Member Cameron Hamilton the City Council unanimously rejected the claim submitted by Jessie Vernon David.

Documentation: M.O. 02-080117

Disposition: Claim Rejected.

The pledge of Allegiance was led by Council Member Reyes
Invocation -- a moment of silence was observed.

PRESENTATIONS

Intern Presentation - Tule River Parkway (cancelled)

AB 1234 REPORTS

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

1. Tulare County Homelessness Task Force - July 19, 2017
City Manager Lollis reported that meetings would take place on the third Wednesday of each month until December, and spoke of a homelessness summit to take place in the future.

2. Council of Cities – July 19, 2017

Council Member Flores reported on: receipt of a Transit Coordination presentation; the selection of Greg Gomez as TCAG Public Transit representative; receipt of legislative updates; and discussion pertaining to watering schedules.

3. Eastern Tule Groundwater Sustainability Agency (GSA) – July 20, 2017
Council Member Reyes reported on: receipt of updates regarding the GSA's formalization; a presentation from Mr. Michael Young professor at the University of Adelaide in Australia; a second presentation by Mr. Young on August 3rd at City Hall; and the selection of 4Creeks for the provision of Groundwater Sustainability Plan Technical assistance.

4. Tulare County Economic Development Corp. (TCEDC) – July 26, 2017
Council Member Reyes reported on a bylaws amendment, appointment to at-large positions, retirements, the annual report, and annual review of CEO.

REPORTS

This is the time for all staff informational items.

I. Staff Informational Reports

1. Military Banner Program
2. Attendance Report for City Commissions and Committees – 4th Quarter FY 2016/17
3. Building Permit Activity – 4th Quarter Report (April, May, June)
4. Golf Course – 4th Quarter FY 2016/2017
5. OHV Park – 4th Quarter FY 2016/2017
6. Street Performance Measure – 4th Quarter Report (April, May, June)
7. Code Enforcement Quarterly Report
8. Report on Charitable Car Washes

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, requested Item 7 be pulled to address parking fee.
- Christine Opal, Porterville, stated that she had received a letter from the City regarding weeds and debris in her yard; and spoke of difficulties she had experienced in obtaining clarification from the City on how to remedy the situation due to lack of employee coverage.
- Rhonda Szeles thanked the City for its help with the Summer Extravaganza for Hope.

CONSENT CALENDAR

Item No. 1 was pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member A. Monte Reyes that the City Council approve Items Nos. 2-7. The motion carried unanimously.

2. AWARD OF CONTRACT FOR THE DOWNTOWN PARKING LOTS PERIMETER IMPROVEMENT PROJECT

Recommendation: That City Council:

1. Award the Downtown Parking Lots Perimeter Improvement Project to Clean Cut Landscape Incorporated in the amount of \$443,418.00;
2. Authorize progress payments up to 95% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen costs;
4. Authorize an additional 8.0% for construction management, construction surveying, quality control, and inspection services; and
5. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02-100714.

Documentation: M.O 03-080117

Disposition: Approved.

3. POLICY FOR ACTIVATION OF THE FALLEN HEROES PARK SPLASH PAD AS A DESIGNATED PUBLIC COOLING AREA

Recommendation: That the City Council approve the policy for activation of the Fallen Heroes Park splash pad as a designated public cooling area.

Documentation: M.O. 04-080117

Disposition: Approved.

4. QUARTERLY PORTFOLIO SUMMARY

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

Documentation: M.O. 05-080117

Disposition: Approved.

5. INTERIM FINANCIAL STATUS REPORTS

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

Documentation: M.O. 06-080117

Disposition: Approved.

6. AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN -- PUBLIC SAFETY SUPPORT UNIT

Recommendation: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to Public Safety Support Unit Employees.

Documentation: Resolution No. 47-2017

Disposition: Approved.

7. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE BREAKFAST LIONS CLUB - SUMMER EXTRAVAGANZA FOR HOPE - AUGUST 12, 2017

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from the Porterville Breakfast Lions Club and Jeff and Rhonda Szeles, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

Documentation: M.O. 07-080117

Disposition: Approved.

PUBLIC HEARINGS

8. CONSIDERATION OF A RESOLUTION APPROVING THE ESTABLISHMENT OF THE RIVER CHURCH AT 2440 W. HENDERSON AVENUE IN THE RM-3 ZONE DISTRICT CONTINUED FROM JULY, 18, 2017 CITY COUNCIL MEETING

Recommendation: That the City Council continue the public hearing until August 15, 2017.

City Manager Lollis introduced the item, and Community Development Director Jenni Byers presented the staff report. There was no public comment during the Public Hearing and the item was continued to the meeting of August 15, 2017.

Documentation: None.

Disposition: Item continued to the meeting of August 15, 2017.

SCHEDULED MATTERS

9. RESULTS OF CODE ENFORCEMENT SURVEY

Recommendation: That the City Council consider the information presented and provide direction to staff related to code enforcement.

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

A discussion ensued regarding the City's current reactive approach to code enforcement, and various members of the Council expressed an interest in a more proactive approach. Vice

Mayor Ward suggested that members of the community make an effort to address code violations neighbor to neighbor, and encouraged use of the City's MyPorterville app to report violations. Mayor Stowe requested that everyone take pride in their community and help with the effort to reduce code violations.

Documentation: No Action.

Disposition: Staff directed to bring back options in one month.

10. CONSIDERATION OF 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 presented the staff report. Vice Mayor Ward expressed his opinions on pocket parks and asked for the Council's input on the item.

Council agreed that pocket parks would be beneficial to the community. Staff discussed the Quimby Act Development Agreement and how it could restrict plans for pocket parks; possible city park and trail locations; possible impact fees; and the effect a Parks Master Plan would have on the Water Sewer Master Plan.

Documentation: No Action

Disposition: Staff directed to bring back an item after looking into a Parks Master Plan and meeting with developers.

11. CONSIDERATION OF COMMUNITY SWIMMING POOLS IN NEW RESIDENTIAL DEVELOPMENT

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

City Manager Lollis introduced the item and presented the staff report. Vice Mayor Ward expressed his opinions on community swimming pools.

Documentation: No action.

Disposition: Staff directed to bring back options after meeting with developers.

12. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

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

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

Documentation: M.O. 08-080117

Disposition: Approved.

CONSENT CALENDAR (Item Pulled)

1. AWARD OF CONTRACT FOR THE PLANO STREET MICRO SURFACING AND WATER REPLACEMENT PROJECT

Recommendation: That City Council reject all bids and authorize staff to re-advertise for bids as two separate projects.

Item was introduced and staff report was waived at the Council's request. City Manager Lollis provided clarification on the recommendation at the request of Vice Mayor Ward.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Cameron Hamilton that the City Council reject all bids and authorize staff to re-advertise for bids as two separate projects. The motion carried unanimously.

Documentation: M.O. 09-080117

Disposition: Approved.

ORAL COMMUNICATIONS

- Brock Neeley suggested some members of the Council were reluctant to proactively enforce the City's Municipal Code.
- Steve Chamberlain expressed his disbelief in the Council's reluctance to proactively address code violations; and stated that the town was getting disgusting and needed to be cleaned up.
- Renee Curtley spoke about code enforcement, trailers parked in residential areas, lack of action by the Council, barking dogs, possums, portable basketball hoops and community swimming pools; she inquired as to why she paid taxes; and suggested that the City use grant funds and take unused open space for parks.

OTHER MATTERS

- Council Member Flores spoke of her attendance at the Farmers Market on Main Street, and stated that she was pleased with the produce she purchased.
- Council Member Hamilton spoke of the success of the KJUG Free Concert Series at Centennial Park.
- Council Member Reyes asked that everyone use extra care while driving in the vicinity of capital projects and workers.
- Vice Mayor Ward noted that school would be starting up soon; and stated that he was glad to be back and looking forward to cooler weather.
- Mayor Stowe thanked the Council for their support; and expressed his condolences to

Fire Chief LaPere and his family for their loss.

- City Manager Lollis announced that all fire personnel were back; and thanked staff for the many youth programs and events that were executed over the summer.

CLOSED SESSION

The Council took a five minute recess at 8:14 p.m. and reconvened in Closed Session.

ADJOURNMENT

The Council reconvened in open session and adjourned at 9:30 p.m. to the meeting of August 15, 2017.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor

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

Called to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 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. RECONVENED OPEN SESSION AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Julia Lew reported action pertaining to Item A-6, as follows:

A-6. On a MOTION made by Vice Mayor Ward, and SECONDED by Council Member Hamilton the City Council unanimously rejected the claim filed by Brian Hitt.

Documentation: M.O. 01-081517

Disposition: Claim rejected.

The Pledge of Allegiance was led by Vice Mayor Ward.

Invocation – the Mayor participated.

PRESENTATIONS

Employee of the Month - Griselda Hurtado

Rick Elkins

AB 1234 REPORTS

Reports required pursuant to Government Code §53232.3.

1. TULARE COUNTY ECONOMIC DEVELOPMENT CORP. (TCEDC) - AUGUST 9, 2017
Council Member Reyes reported on action pertaining to waivers and the filling of vacancies.

REPORTS

Committee/commission 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

Commissioner Bailey reported on commissioner and staff attendance at the 2017 California Library Association Conference in November; spoke of library patronage during the summer months and lauded staff and volunteer efforts; provided statistics pertaining to patronage and volunteer hours worked; thanked Friends of the Library for their support; and stated that he looked forward to meeting with the Council at a future joint meeting.

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

None

CONSENT CALENDAR

Item No. 10 was pulled from the Consent Calendar for discussion. It was noted that Vice Mayor Ward had a conflict of interest pertaining to real property on Item No. 2.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Monte Reyes that the City Council approve Items Nos. 1 through 9, and 11, noting the Vice Mayor's abstention from Item No. 2. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF JULY 18, 2017

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

Documentation: M.O. 02-081517

Disposition: Approved.

2. AUTHORIZATION TO NEGOTIATE A CONTRACT - BIOLOGICAL ODOR CONTROL SYSTEM PROJECT

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;

AYES: Reyes, Flores, Hamilton, Stowe

NOES: None

ABSTAIN: Ward

ABSENT: None

Documentation: M.O. 03-081517

Disposition: Approved.

3. AUTHORIZING THE RETENTION OF LEGAL COUNSEL FOR WATER RIGHTS EXPERTISE

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.

Documentation: M.O. 04-081517

Disposition: Approved.

4. RATIFICATION OF AUTHORIZING COUNCIL MEMBER HAMILTON TO SERVE AS MAYOR PRO TEM DURING THE MONTHS OF JUNE AND JULY, 2017

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.

Documentation: M.O. 05-081517

Disposition: Approved.

5. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PORTERVILLE AND SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT FOR GRANT ADMINISTRATION SERVICES

Recommendation: That the City Council:

1. Approve the draft 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.

Documentation: M.O. 06-081517

Disposition: Approved.

6. AUTHORIZATION TO SET PUBLIC HEARING FOR ADOPTION OF RESOLUTION OF NECESSITY APN 255-190-022

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.

Documentation: M.O. 07-081517

Disposition: Approved.

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

Recommendation: That the City Council approve the 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.

Documentation: M.O. 08-081517

Disposition: Approved.

8. AMENDMENT TO THE EMPLOYEE PAY AND BENEFIT PLAN -- PORTERVILLE CITY EMPLOYEES ASSOCIATION

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

Documentation: Resolution No. 47-2017

Disposition: Approved.

9. AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN -- UNREPRESENTED MANAGEMENT EMPLOYEES

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

Documentation: Resolution No. 48-2017

Disposition: Approved.

11. REQUEST FOR PROCLAMATION - CONSTITUTION WEEK - SEPTEMBER 17-23, 2017

Recommendation: That the City Council consider approval of the request to proclaim September 17-23, 2017, as "Constitution Week."

Documentation: M.O. 09-081517

Disposition: Approved.

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)

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.

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

The Public Hearing was opened at 7:01 p.m.

- Mark Hillman spoke of two events and communicated applicants desire to follow the law.
- Caroline Gable inquired if alcohol would be served.

The Public Hearing was closed at 7:04 p.m.

Mr. Hillman addressed questions from the Council regarding the applicant's decision to not apply for a zone change; and the Council expressed concerns regarding the consumption of

alcohol and hours of operation. In response to concerns raised pertaining to alcohol, City Attorney Lew read the following language, which she indicated could be included in the resolution:

“To the fullest extent permitted by law, sale, service and consumption of alcohol is not permitted.”

Staff then addressed questions regarding service clubs and what necessitated the need for a conditional use permit. In light of recent activity the Council requested an annual review of the conditional use permit.

COUNCIL ACTION: MOVED by Council Member Hamilton, SECONDED by Council Member Reyes 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, as amended to include the condition pertaining to alcohol as worded by the City Attorney. The motion carried unanimously.

Documentation: Resolution No. 49-2017

Disposition: Approved.

13. GENERAL PLAN AMENDMENT AND ZONE CHANGE FOR 185 N. D STREET AS A GOVERNMENTAL USE FACILITY

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.

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

The Public Hearing was opened at 7:18 p.m. When no one came forward, the Mayor closed the Public Hearing at 7:18 p.m.

In response to questions posed by the City Council, Transit Manager Rich Tree and Police Chief Eric Kroutil each expressed an interest in the building for use by transit and animal control respectively. Discussion followed regarding the options presented, and a recreation center was quickly ruled out as a suitable use for the building. After discussing the remaining options, a consensus was reached that use of the building for an animal shelter was preferred as there was a need and funds that had been put aside to date for the project. City Manager Lollis indicated that staff could come back with a budget to move forward.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Cameron Hamilton that the City Council approve moving forward with the animal shelter option; adopt the draft resolution approving General Plan Amendment 2017-034; and 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. The motion carried unanimously.

Staff requested direction pertaining to the existing lease agreements.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Cameron Hamilton that the City Council authorize staff to negotiate month to month on current leases. The motion carried unanimously.

Documentation: M.O. 10-081517; Resolution No. 50-2017; Ordinance No. 1842; and M.O. 11-081517

Disposition: Approved.

The Council took a ten minute recess at 7:41 p.m.

SCHEDULED MATTERS

14. SHORT RANGE TRANSIT PLAN - PROPOSED PLANNED IMPROVEMENTS

Recommendation: That the City Council provide direction on the proposed plan to restructure Porterville Transit.

City Manager Lollis introduced the item, and Transit Manager Rich Tree presented the staff report. City Manager Lollis elaborated on consolidation of transit services in an effort to reduce overhead costs and meet fare box ratios.

COUNCIL ACTION: MOVED by Mayor Milt Stowe, SECONDED by Council Member Cameron Hamilton that the City Council approve Transit and Coordination Option 3, Consolidation to Fewer Independent Agencies Operating Under One Joint Powers Authority. The motion carried unanimously.

Transit Manager Rich Tree spoke of the Short Range Transit Plan for Fiscal Year 2018-2022, and introduced Steve Wilks from IBI Group who presented the Proposed Service Plan. Following Mr. Wilks presentation, Teague Kirkpatrick, RouteMatch, presented information pertaining to transit technology services provided to date and trends. Mr. Wilks then addressed questions from the Council regarding low ridership on fixed routes.

Documentation: M.O. 12-081517

Disposition: Approved.

15. DESIGNATION OF VOTING DELEGATES AND ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES 2017 ANNUAL CONFERENCE

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

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

Council Member Hamilton made a motion to designate Council Member Flores as the voting delegate and Council Member Reyes as the alternate. The motion died for lack of a second.

COUNCIL ACTION: MOVED by Council Member A. Monte Reyes, SECONDED by Vice Mayor Brian Ward that the City Council approve designation of Council Member Reyes as voting delegate and Council Member Hamilton as alternate voting delegate. The motion carried unanimously.

Documentation: M.O. 13-081517

Disposition: Approved.

16. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

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

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

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

Documentation: M.O.14-081517

Disposition: Approved.

10. AUTHORIZATION TO SCHEDULE JOINT CITY COUNCIL/CITY COMMISSION MEETINGS

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.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. The Council briefly discussed the purpose of the meetings.

COUNCIL ACTION: MOVED by Council Member Cameron Hamilton, SECONDED by Council Member Martha Flores that the City Council approve Joint Meetings with the Animal Control Commission and the Library and

Literacy Commission on September 11th and October 10th, respectively. The motion carried unanimously.

Documentation: M.O. 15-081517

Disposition: Approved.

ORAL COMMUNICATIONS

- Name not given, requested permission to install a hand pump on his water well in the event of a nuclear attack; and inquired if his contract for the provision of City water could be modified to allow this.
- Caroline Gable, stated that the east side is on a fault line and the Council should allow the installation of a hand pump in the event of an earthquake.

OTHER MATTERS

- Council Member Flores spoke of an upcoming High Sierra Big Creek Workshop.
- Council Member Hamilton inquired about the City's Night Out event in September; spoke of a recent fire; and stated that he was glad to see the Mayor in attendance.
- Vice Mayor Ward thanked the Police for their patrol during back to school.
- Council Member Reyes encouraged residents to help keep the air clean.
- Mayor Stowe thanked everyone for their support and provided an update on his chemotherapy treatment.
- City Manager Lollis spoke of the placement of eighty five summer interns in various City departments, and upcoming Coffee with a Cop on August 29th; and announced that there were two remaining Farmers Markets on Main Street.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 8:45 p.m. to the meeting of September 5, 2017.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: SB1 Project List for FY 2017/18

SOURCE: Public Works

COMMENT: Earlier this year, the Legislature passed and the Governor signed Senate Bill 1 (SB1), which will soon begin funding critical projects in the City of Porterville to improve our local streets and roads, bridges, and increase mobility options through walking, biking, and transit infrastructure.

Road Maintenance and Rehabilitation Account (RMRA) states that local streets and roads allocations must be used for projects “that include, but are not limited to,” the following:

- a. Road maintenance and rehabilitation
- b. Safety projects
- c. Railroad grade separations
- d. Traffic control devices
- e. Complete street components, “including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project.” RMRA funds may also be used to satisfy a match requirement in order to obtain state or federal funds for eligible projects.

Local agencies are required to submit a yearly project list to the California Transportation Commission (CTC) to show where RMRA funds will be spent. The project list must be approved by resolution through the agency's governing body. Failure to submit a project list will cause the City to lose that year's apportionment. The City will submit an annual report of completion to the CTC to show that RMRA funds were spent properly.

For fiscal year 2017/18, the City is expected to receive an apportionment of about \$340,000 of RMRA funds. Beginning with FY 2018/19, the City can expect to receive just over \$1,000,000 of RMRA funds per fiscal year. To receive RMRA allocation, the City is required to sustain a Maintenance of Effort (MOE) by spending at least the annual average of its general fund expenditures for streets and transportation purposes during the 2009-10, 2010-11 and 2011-12 fiscal years. The MOE amount required to be spent by the City each fiscal year to receive its RMRA funds apportionment is \$1,093,653. In the past five fiscal years, the City's annual general fund expenditures for streets and roads purposes averaged \$750,000. In order to receive RMRA funds, the City will have to increase its general fund spending for streets and roads by over \$340,000. The funds from SB1 essentially doubles the amount of general funds

dedicated to improving transportation infrastructure in the City of Porterville.

For FY 2017/18, staff recommends that RMRA funds be allocated to the Orange Avenue Rehabilitation project as its design is nearing completion and will be ready to bid by early 2018.

RECOMMENDATION: That the City Council:

1. Accept staff's recommendation that RMRA funds be allocated to the Orange Avenue Rehabilitation project;
2. Adopt the Resolution for a budget amendment to allocate RMRA funds to the Orange Avenue Rehabilitation project;
3. Authorize the City Clerk to record the attached Resolution; and
4. Authorize staff to submit the project list package to the California Transportation Commission to secure the City's FY 2017/18 RMRA apportionment.

ATTACHMENTS:

1. SB1 Draft Resolution
2. SB1 Project List
3. Orange Avenue Rehab, FY 2017/18 Budget
4. Agency MOE Determination
5. RMRA FY 2017/18 Revenues

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AMENDING THE 2017-18 BUDGET TO INCORPORATE A LIST OF
PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS: Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS: SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Porterville, hereinafter referred to as the “City” are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS: the “City” must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the “City” budget, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS: the “City”, will receive an estimated \$339,401 in RMRA funding in Fiscal Year 2017-18 from SB 1; and

WHEREAS: the “City” has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS: the “City” used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS: the funding from SB 1 will help the “City” maintain and rehabilitate 216 miles of streets/roads, 16 bridges, and add active transportation infrastructure throughout the “City” this year and hundreds of similar projects into the future; and

WHEREAS: the 2016 California Statewide Local Streets and Roads Needs Assessment found that the “City’s” streets and roads are in an “at higher risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will help bring our streets and roads into an “at lower risk” to “good” condition; and

WHEREAS: without revenue from SB 1, the “City”, would have otherwise been canceling, delaying, or limiting projects throughout the community; and

WHEREAS: if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS: cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS: modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS: the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS: police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS: maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS: restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS: the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The foregoing recitals are true and correct.
2. The budget for fiscal year 2017-18 is amended as follows:

Orange Avenue Rehabilitation –Main	\$760,599 LTF
Street to Plano Street	\$339,401 RMRA

PASSED, APPROVED and ADOPTED this 3rd day of October, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Local Streets and Roads Funding Annual Reporting Program **(Proposed Project List Form)**

This is the standard form that cities and counties are required to use when submitting a list of projects to the California Transportation Commission (Commission) for funding with Road Maintenance and Rehabilitation Account (RMRA) funds pursuant to Streets and Highways Code Section 2034.

The Proposed Project List Form consists of 3 worksheets:

- **Part 1 – General Information** (Input required)
- **Part 2 – Project Information** (Input required)
- **Part 3 – Summary** (Review only)

Parts 1 & 2 are input pages. Both Required and Optional fields are provided for entering information:

- **Required input fields (*)** are highlighted in yellow and must be filled out completely.
- Optional input fields are not highlighted and should be completed as thoroughly as possible.
- Input field titles with (?) include comments with explanations and examples which can be viewed by hovering the cursor over the title.

Part 3 is a review page. Grayed-out fields are self-populated by information entered in Parts 1 & 2. No input is needed in this page.

Steps to complete & submit Form

- 1. Save and rename this Excel workbook file with your Agency name (i.e. LSR_Project List_Agency name)**
- 2. Complete "Part 1_General Information" and save worksheet**
- 3. Complete "Part 2_ Project Information" and save worksheet**
- 4. Review "Part 3_Summary" for completeness**
- 5. Email the completed Excel file along with the required Budget Support Documentation to the Commission (LSR@dot.ca.gov) by October 16, 2017**

Questions regarding the form can be emailed to: LSR@dot.ca.gov

Senate Bill (SB) 1 Proposed Project List Form**Part 1: General Information****Local Streets and Roads Program*****Agency Name:** (Select from dropdown list)**LoCode:**

Porterville

5122

Agency Address:**City:*****ZIP Code:**

291 N. Main Street

Porterville

CA

93257

Agency Contact:**Agency Contact Title:**

Michael K. Reed

Public Works Director

Agency Contact Phone No.:** (i.e. 1234567890)Agency Contact Email Address:**

(559) 782-7462

mreed@ci.porterville.ca.us

Funding for Fiscal Year:

FY 17/18

***Budget Support Documentation:?**

Please briefly describe the budget support documentation being provided.

Budget support documentation includes the annual City of Porterville budget adopted for fiscal year 2017/2018. Also included is the Council item approving the budget amendment and the resolution from City Council approving the proposed SB1 project list.

Average Network PCI:

55

Measurement Date:

(Month)

(Year)

06

2012

Additional Information: ?

Selection of these roads was based on PCI information and the importance of where traffic was directed to, whether it was school zones or medical facilities. Selection was also based on improving pedestrian travel ways.

Project Flexibility:

Pursuant to SHC Section 2034(a)(1), this project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, the Project Expenditure Report form that is due to the Commission by October 1st each year, will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the regular reporting process.

*** Required information**

Part 2: Project Information

Local Streets and Roads Program

* Required

Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ?		* Project Description ?	* Project Location ?	* Estimated Completion Date		* Estimated Useful Life (# of Yr)		Legislative District(s)						Additional Project Elements (Does the project include element(s) as described in SHC 2030 (c)-(f)? (Select Y/N from dropdown list) ?						
				Type (Select from dropdown list)	Explanation (if "Other" is selected, please explain) ?			Pre-Construction (mm/yyyy)	Construction (mm/yyyy)	Min.	Max.	State Senate			State Assembly			Sustainability ?	Technologies ?	Climate Change ?	Complete Streets Elements ?	Description of Elements		
PP01	5122	Orange Avenue	N/A	Road Maintenance & Rehabilitation		Rehabilitation of four-lane arterial road half mile in length and 64 feet wide.	Between Main Street and Plano Street, school route to Santa Fe Elementary School.	07/2017	07/2018	10	15	14				26				No	Yes	No	No	ITS elements such as advanced traffic controller, video detection, GPS preemption
PP02	5122																							
PP03	5122																							
PP04	5122																							
PP05	5122																							
PP06	5122																							
PP07	5122																							
PP08	5122																							
PP09	5122																							
PP10	5122																							
PP11	5122																							
PP12	5122																							
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PP46	5122																							
PP47	5122																							
PP48	5122																							
PP49	5122																							
PP50	5122																							

Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

Agency Name:		Agency Contact:
Porterville		Michael K. Reed
		(559) 782-7462
LoCode:	5122	mreed@ci.porterville.ca.us

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	Orange Avenue	Rehabilitation of four-lane arterial road half mile in length and 64 feet wide.	Between Main Street and Plano Street, school route to Santa Fe Elementary School.	07/2017	07/2018	10	15
PP02							
PP03							
PP04							
PP05							
PP06							
PP07							
PP08							
PP09							
PP10							
PP11							
PP12							
PP13							
PP14							
PP15							
PP16							
PP17							

Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

Agency Name:		Agency Contact:
Porterville		Michael K. Reed
		(559) 782-7462
LoCode:	5122	mreed@ci.porterville.ca.us

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP18							
PP19							
PP20							
PP21							
PP22							
PP23							
PP24							
PP25							
PP26							
PP27							
PP28							
PP29							
PP30							
PP31							
PP32							
PP33							
PP34							
PP35							
PP36							
PP37							
PP38							
PP39							
PP40							
PP41							

Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

Agency Name:		Agency Contact:
Porterville		Michael K. Reed
		(559) 782-7462
LoCode:	5122	mreed@ci.porterville.ca.us

FY
17/18

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP42							
PP43							
PP44							
PP45							
PP46							
PP47							
PP48							
PP49							
PP50							

CAPITAL IMPROVEMENTS STRATEGIES 2017/2018

PUBLIC WORKS - BRIDGES, STREETS, STORM DRAIN, SEWER, AND WATER PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	17/18
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Main St. Cross SR 190 Casing (Poplar connection)		\$58,853									Unfunded
Main St. SR 190 to Vandalia Ave Pipe (Poplar conn)		\$85,698									Unfunded
Mathew Street Reconstruction Project											
Henderson to Monache Recons. (ROW)		\$25,000									Unfunded
Henderson to Monache Recons. (Design)		\$50,000									Unfunded
Henderson to Monache Recons. (Recon)		\$738,000									Unfunded
Mulberry to Henderson - Pipe		\$74,000									Unfunded
Capacity Analysis - Lift St. No. 11 Mulberry to Henderson	\$15,000 *										Reapp Sewer DF
Mill Ave. - Hockett/"D"		\$53,000									Unfunded
Montgomery St Recon - Jaye to "H"		\$335,000									Unfunded
Morton Avenue Rehabilitation/Reconstruction Project:											
Division to Plano			\$1,750,000								Unfunded
Jaye to Division				\$1,400,000							Unfunded
Indiana to Jaye					\$1,050,000						Unfunded
Prospect to Indiana						\$1,050,000					Unfunded
Mathew to Prospect							\$550,000				Unfunded
Westwood to Mathew								\$500,000			Unfunded
Morton - Newcomb to Indiana	\$900,000 *										Reapp Water DF
Morton - Indiana to Main		\$915,000									Unfunded
Morton - Main to Plano		\$400,000									Unfunded
Mulberry (Los Robles east)		\$91,000									Unfunded
Mulberry - Lime/Plano Reconstruction						\$1,000,000					Unfunded
Mulberry - Newcomb to Westwood		\$661,000									Unfunded
Newcomb - Henderson to North Grand				\$1,174,000							Unfunded
Newcomb - Henderson to Westfield - Pipe		\$157,000									Unfunded
Newcomb - Henderson south to Grand Ave. - Pipe			\$396,000								Unfunded
Newcomb - W North Grand Pump Upgrade (LS4)	\$35,000 *										Reapp Sewer DF
Newcomb - N of Mulberry - Pump Upgrade (LS3)	\$50,000 *										Reapp Sewer DF
North Grand Storm Drain SR 65 Crossing	\$371,170 *										Reapp Storm Dr DF
Olive - D St. to E St. - Pipe						\$50,000					Water DF
Outfall pipeline to SR 65 Pond No. 24 (N of Linda Vista)					\$751,660						Unfunded
Orange Avenue Rehabilitation Project - Main to Plano											
Design	\$50,000										LTF
Construction	\$700,000										LTF
ADA Construction Compliance	\$350,000										LTF
PEDESTRIAN WALKWAY PROJECTS:											
Garden Avenue - Main St to Fig Street											
Construction (Grant)	\$232,000										ATP
Construction (City Match programmed in Measure R SA)	\$35,000										Measure R AT
Construction (Non Participating Items Programmed Measure R SA)	\$125,000										Measure R AT
Construction (City Share for Non Participating Items)	\$239,966										LTF
Construction Management (Programmed in Measure R SA)	\$40,000										Measure R AT
Total	\$671,966										

Maintenance of Effort - General Fund for Streets & Roads - Estimated Unofficial

Road Maintenance and Rehabilitation Account per Streets & Hwys Code Sec 2036 ¹

revised est: 08/07/2017

Streets and Roads Annual Report - Reported General Fund for Street Purposes

	FY2009-10	FY2010-11	FY2011-12	Average	Adjustment	RMRA M.O.E.
TRINITY COUNTY						
TULARE COUNTY						
DINUBA	57,000	70,000	120,000	82,333		82,333
EXETER	637,515	58,441	83,984	259,980		259,980
FARMERSVILLE	0	0	0	0		0
LINDSAY	154,202	397,100	(758,524) ²	183,767 ²		183,767
PORTERVILLE	1,182,108	850,182	1,248,670	1,093,653		1,093,653
TULARE	1,752,448	2,255,760	695,425	1,567,878		1,567,878
VISALIA	2,699,377	2,631,980	2,413,037	2,581,465		2,581,465
WOODLAKE	24,478	0	0	8,159		8,159
TUOLUMNE COUNTY						
SONORA	459,266	383,799	344,989	396,018		396,018
VENTURA COUNTY						
CAMARILLO	5,331,295	4,979,260	3,428,772	4,579,776		4,579,776
FILLMORE	(185,162) ²	156,008	0	52,003 ²		52,003
MOORPARK	242	119,733	160,815	93,597		93,597
OJAI	102,182	29,086	186,093	105,787		105,787
OXNARD	5,213,999	5,498,706	3,773,725	4,828,810		4,828,810
PORT HUENEME	1,146,207	1,068,356	1,088,406	1,100,990		1,100,990
SAN BUENAVENTURA	4,813,188	4,566,749	5,082,875	4,820,937		4,820,937
SANTA PAULA	60,816	27,770	22,770	37,119		37,119
SIMI VALLEY	5,381,507	3,247,812	2,800,262	3,809,860		3,809,860
THOUSAND OAKS	5,375,524	5,741,951	5,756,860	5,624,778		5,624,778
YOLO COUNTY						
DAVIS	2,204,650	2,280,231	1,980,047	2,154,976		2,154,976
WEST SACRAMENTO	932,681	1,166,477	336,459	811,872		811,872
WINTERS	0	0	0	0		0
WOODLAND	637,225	1,588,429	2,400,473	1,542,042		1,542,042
YUBA COUNTY						
MARYSVILLE	424,889	441,426	724,393	530,236		530,236
WHEATLAND	1,700	0	0	567		567
Statewide Total	\$ 1,232,281,068	\$ 1,103,010,080	\$ 1,059,032,801	\$ 1,138,746,213		\$ 1,138,746,213

Local Streets and Roads - Projected FY2017-18 Revenues

Based on State Dept of Finance statewide revenue projections as of May 2017

Estimated 11 May 2017

Estimated 11 May 2017	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					Loan Repayment ⁽⁶⁾	TOTAL HUTA	Road Maintnc Rehab Acct ⁽⁷⁾	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾				
SONOMA COUNTY									
CLOVERDALE	38,977	52,491	36,518	67,861	2,000	10,097	207,945	49,862	257,807
COTATI	32,087	43,212	30,911	55,865	2,000	8,313	172,388	41,048	213,436
HEALDSBURG	51,671	69,586	46,847	89,961	3,000	13,386	274,450	66,100	340,551
PETALUMA	266,658	359,112	221,791	464,260	7,500	69,081	1,388,402	341,124	1,729,527
ROHNERT PARK	185,515	249,835	155,761	322,987	6,000	48,059	968,157	237,321	1,205,478
SANTA ROSA	775,869	1,044,872	636,157	1,350,811	10,000	200,997	4,018,705	992,535	5,011,240
SEBASTOPOL	33,245	44,771	31,852	57,880	2,000	8,612	178,360	42,528	220,888
SONOMA	47,987	64,625	43,849	83,548	3,000	12,432	255,441	61,388	316,830
WINDSOR	119,388	160,781	101,951	207,858	6,000	30,929	626,906	152,728	779,634
STANISLAUS COUNTY									
CERES	208,318	280,545	174,317	362,688	6,000	53,967	1,085,835	266,492	1,352,327
HUGHSON	31,579	42,528	30,498	54,981	2,000	8,181	169,767	40,398	210,165
MODESTO	935,912	1,260,405	766,392	1,629,451	10,000	242,458	4,844,617	1,197,272	6,041,889
NEWMAN	47,877	64,477	43,760	83,355	3,000	12,403	254,872	61,247	316,119
OAKDALE	98,704	132,926	85,120	171,847	5,000	25,570	519,169	126,268	645,437
PATTERSON	99,773	134,366	85,990	173,708	5,000	25,847	524,685	127,636	652,320
RIVERBANK	105,617	142,235	90,745	183,882	5,000	27,361	554,839	135,111	689,950
TURLOCK	318,223	428,555	263,752	554,036	7,500	82,439	1,654,506	407,089	2,061,595
WATERFORD	38,814	52,271	36,385	67,576	2,000	10,055	207,101	49,653	256,754
SUTTER COUNTY									
LIVE OAK	36,862	49,642	34,796	64,177	2,000	9,549	197,027	47,156	244,183
YUBA CITY	300,565	404,775	249,383	523,293	7,500	77,865	1,563,381	384,500	1,947,881
TEHAMA COUNTY									
CORNING	33,845	45,580	32,341	58,925	2,000	8,768	181,460	43,297	224,756
RED BLUFF	62,169	83,724	55,390	108,239	3,000	16,106	328,628	79,531	408,159
TEHAMA	1,904	2,564	6,349	3,314	1,000	493	15,624	2,435	18,059
TRINITY COUNTY									
TULARE COUNTY									
DINUBA	108,903	146,660	93,419	189,603	5,000	28,212	571,797	139,314	711,111
EXETER	48,791	65,708	44,504	84,947	3,000	12,640	259,590	62,417	322,006
FARMERSVILLE	49,295	66,386	44,913	85,824	3,000	12,770	262,188	63,061	325,249
LINDSAY	57,240	77,086	51,379	99,657	3,000	14,829	303,192	73,225	376,417
PORTERVILLE	265,311	357,298	220,695	461,915	7,500	68,732	1,381,451	339,401	1,720,852
TULARE	280,527	377,789	233,077	488,406	7,500	72,673	1,459,971	358,866	1,818,837
VISALIA	575,191	774,617	472,858	1,001,426	10,000	149,009	2,983,101	735,817	3,718,919
WOODLAKE	33,779	45,491	32,287	58,810	2,000	8,751	181,118	43,212	224,330
TUOLUMNE COUNTY									
SONORA	21,655	29,163	22,422	37,702	1,000	5,610	117,552	27,702	145,254



CITY COUNCIL AGENDA – OCTOBER 3, 2017

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

SOURCE: Finance

COMMENT: The Information Technology (IT) division would like to purchase a second DR4300 backup appliance to be located in the server room. Staff would like to implement replication technology that would allow for backup to the existing disk and the system would replicate to the second disk. This technique would greatly increase data recovery in the event the main backup unit fails.

Staff received the following quotes:

Dell	\$12,191.86
Quest Software Inc	\$22,479.81
Southern Computer Warehouse	\$14,380.00

Acquiring the Dell DR4300 Backup appliance will allow the City to implement replication for fault tolerance, and will easily integrate into the existing network infrastructure.

Funds are available in the IT division's operating budget in the General Fund for FY 2017-2018.

RECOMMENDATION: That the City Council approve the purchase of the Dell DR4300 backup appliance at a cost of \$12,191.86, plus the applicable sales tax and shipping.

ATTACHMENTS:

1. Dell DR Quote
2. Quest DR Quote
3. HP DR Quote

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$13,067.23

Quote number:	Quote date:	Quote expiration:
3000013191417.4	Sep. 13, 2017	Oct. 13, 2017

Company name:	Customer number:	Phone:
CITY OF PORTERVILLE	4023319	(559) 782-7454

Sales rep information:	Billing Information:
Aribel De Luna	CITY OF PORTERVILLE
Aribel_De_Luna@Dell.com	291 N MAIN ST
(800) 456-3355	PORTERVILLE
Ext: 7250654	CA 93257-3737
	US
	(559) 782-7454

Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R730xd	1	\$12,191.86	\$12,191.86
Subtotal:			\$12,191.86
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$1,581.38
Taxable Amount:			\$10,610.48
Estimated Tax:			\$875.37
Total:			\$13,067.23

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Aribel De Luna

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
TED WILLIAMS	(559) 791-7777	Standard Ground	291 N MAIN ST PORTERVILLE CA 93257-3737 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730xd	1	\$12,191.86	\$12,191.86
	Estimated delivery date: Oct. 2 - 5, 2017			
	Contract No: WN03AGW			
	Customer Agreement No: MNWNC-108/7157034003			
210-ADBC	PowerEdge R730xd Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AADM	PowerEdge Server FIPS TPM 2.0	1	-	-
350-BBEW	Chassis with up to 12, 3.5" Hard Drives and 2, 2.5" Flex Bay Hard Drives	1	-	-
340-AKPM	PowerEdge R730xd Shipping	1	-	-
338-BFFG	Intel Xeon E5-2660 v3 2.6GHz,25M Cache,9.60GT/s QPI,Turbo,HT,10C/20T (105W) Max Mem 2133MHz	1	-	-
374-BBGN	Intel Xeon E5-2660 v3 2.6GHz,25M Cache,9.60GT/s QPI,Turbo,HT,10C/20T (105W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-

780-BBLN	RAID 1+RAID 5 for H330/H730/H730P (2 + 3-22 HDDs or SSDs)	1	-	-
405-AAEH	PERC H730P RAID Controller, 2Gb NV Cache, Minicard	1	-	-
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
631-AAJG	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	-	-
332-1286	US Order	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCR	R730/xd PCIe Riser 1, Right	1	-	-
976-9007	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-9018	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	1	-	-
976-9019	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 5 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNQ	8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width	8	-	-
400-AJPR	300GB 10K RPM SAS 2.5in Flex Bay Hard Drive	2	-	-
400-ALPB	2TB 7.2K RPM NLSAS 512n 3.5in Hot-plug Hard Drive	12	-	-
540-BBHY	Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile	1	-	-

492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	2	-	-
				Subtotal: \$12,191.86
				Shipping: \$0.00
				Environmental Fees: \$0.00
				Estimated Tax: \$875.37
				Total: \$13,067.23

Important Notes

Terms of Sale

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

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

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

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

Pricing, Taxes, and Additional Information

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

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

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

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

Quote

For CITY OF
PORTERVILLE
CA

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

Date 1/16/2017

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

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

Sales Rep Stewart
McLean

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

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

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

Payment Terms: Net 30

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

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

For CITY OF
PORTERVILLE
CA

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

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

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

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

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

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

"PRODUCT AGREEMENT" SHALL BE DEFINED AS

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

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

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

FOB Shipping Point.

All prices are in U.S. dollars.

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

Date 1/16/2017

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

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

Sales Rep Stewart
McLean

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

Accepted By CITY OF PORTERVILLE CA

Accepted By Quest Software Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title:

Title:

Date:

Date:

THANK YOU FOR YOUR BUSINESS!

Quote # 100046676 - HPE DL380 Gen9
Cust #: CO36053 (City of Porterville CA)
Quote Date: Sep 15, 2017

Sold to:

Accounts Payable
City of Porterville CA
291 N Main St Porterville,
California, 93257
United States
T: 000-000-0000
nrenzi@ci.porterville.ca.us

Ship to:

Accounts Payable
City of Porterville CA
291 N Main St Porterville,
California, 93257
United States
T: 000-000-0000
nrenzi@ci.porterville.ca.us

Payment Method

No Payment Information Required

Shipping Method:Free Shipping - Free

Free Shipping - Free

(Total Shipping Charges \$0.00)

Notes: This pricing included an instant rebate that expires on 9/28/17. While supplies last.

#	Products	SKU	Price	Qty	Subtotal
1	HP ProLiant DL380 G9 2U Rack Server - Intel Xeon E5-2620 v4 Octa-core (8 Core) 2.10 GHz - 64 GB Installed DDR4 SDRAM - Serial ATA/600, 12Gb/s SAS Controller - 0, 1, 5, 10 RAID Levels - 2 Processor Support - Gigabit Ethernet - Matrox G200eH2 Graphic Card	HPE-859084-S01	\$3,023.44	1	\$3,023.44
2	HP Intel Xeon E5-2620 v4 Octa-core (8 Core) 2.10 GHz Processor Upgrade - Socket R3 (LGA2011-3) - 1 - 2 MB - 20 MB Cache - 8 GT/s QPI - 64-bit Processing - 3 GHz Overclocking Speed - 14 nm - 85 W - 165.2°F (74°C)	HPE-817927-B21	\$468.62	1	\$468.62
3	HP Ethernet 10Gb 2-Port 560FLR-SFP+ Adapter - PCI Express - Optical Fiber 665243-B21	HPE-665243-B21	\$418.11	1	\$418.11
4	HP BladeSystem 10GBase-SR SFP+ - 1 x 10GBase-SR - - HP BladeSystem c-Class	HPE-455883-B21	\$506.63	1	\$506.63

#	Products	SKU	Price	Qty	Subtotal
5	HP 1.20 TB 2.5" Internal Hard Drive - SAS - 10000rpm	HPE-781518-B21	\$498.16	20	\$9,963.20
	781518-B21				

Subtotal: \$14,380.00

Tax: 1186.34

Grand Total (Incl. Tax): \$15,566.34

Thank you for your quote. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.

Quotes are valid for 30-days unless otherwise noted.

Bennie Gaddis
bennie.gaddis@scw.com
Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Request for Approval to Purchase EnerGov Permitting & Land Management Software

SOURCE: Public Works

COMMENT: Public Works is requesting approval to transition to EnerGov Permitting & Land Management Software. The current application is Eden Permitting and Inspections which is part of the Tyler Technologies portfolio. The City was informed that future development on Eden will be coming to an end and were advised by Tyler to migrate to EnerGov as a replacement. Eden is housed in the data center and the City pays an annual maintenance fee of \$38,667.67. EnerGov has a one-time fee of \$57,490 with an annual recurring fee of \$16,990. The one-time fee of \$57,490 is for Eden to EnerGov conversion and training. EnerGov has many features that currently are not available with the Eden system. EnerGov will integrate into the City's core Tyler Technologies system, which will lead to integrated reporting and better knowledge sharing. Integration is one of the benefits of transitioning and the others include; mobile access for the building inspectors, electronic plans checking and submittals, GIS integration, customer access portals, and a reduced annual maintenance fee compared to Eden.

Attached is the quote received from Tyler Technologies. Staff recommends the purchase of the EnerGov system for a one-time cost of \$57,490 and an annual maintenance fee of \$16,990.

Upgrading to EnerGov will allow for the integration into the core Tyler system and to implement cloud based customer interaction as those needs arise. The acquisition of EnerGov will pay for the initial cost within 2 years and save \$21,667 annually.

Funding to upgrade and/or replace the current permitting software was approved in the equipment replacement fund in the 2017/2018 Annual Budget and is currently available.

RECOMMENDATION: That City Council approve the purchase of EnerGov Permitting & Land Management Software from Tyler Technologies for a one-time cost of \$57,490 and an annual maintenance charge of \$16,990.00.

ATTACHMENTS: 1. EnerGov Quote

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



Quoted By:	Robin Reeves
Quote Expiration:	11/15/2017
Quote Name:	Ciyt of Porterville-Eden to EnerGov Permitting SaaS
Quote Number:	2017-35119
Quote Description:	SaaS Eden to EnerGov Permitting

Sales Quotation For

Ted Williams
City of Porterville
291 N Main St
Porterville , CA 93257-3737
Phone: +1 (559) 782-7466
Email: twilliams@ci.porterville.ca.us

Tyler Software and Related Services - SaaS

Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
Incode EnerGov					
EnerGov -Permitting & Inspections	200	\$25,000	\$5,735		\$1,935
EnerGov Customer Portal -Permitting & Inspections	16	\$2,000	\$0		\$1,497
EnerGov -GIS Server	16	\$2,000	\$0		\$2,510
EnerGov -IG Workforce iPad Apps (each)	8	\$1,000	\$0		\$331
iG Workforce Server	16	\$2,000	\$0		\$771
EnerGov E-Reviews Server	16	\$2,000	\$0		\$1,321
Other Services					
Hosting User Fee	0	\$0	\$0		\$8,625
<i>Sub-Total:</i>		<i>\$34,000</i>	<i>\$1,500</i>		<i>\$16,990</i>
TOTAL:	272	\$34,000	\$1,500	5	\$16,990

Other Services

Description	Quantity	Unit Price	Extended Price
Project Management	1	\$5,000	\$5,000
TOTAL:			\$5,000

Summary

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$16,990
Total Tyler Services	\$40,500	\$0
Total Third Party Hardware, Software and Services	\$0	\$0

Summary	One Time Fees	Recurring Fees
Summary Total	\$40,500	\$16,990
Contract Total	\$57,490	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode EnerGov				
Permits & Inspections -Conversions	12	\$125	\$4,235	\$5,735
	Less Discount:			\$4,235
	Total:			\$1,500

Subject
to
Approval

Comments

Note: Travel Expenses are billed in addition as incurred based on Federal IRS per diem standards.

Contract ID:

All terms and conditions and payment schedules of the Agreement remain in full force and effect.

- EnerGov Permit Inspection conversions include permit master (contacts properties).
- Hosting User Fee includes 15 users



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Ratification of Expenditure - SCE Streetlight Installations for the Jaye Street Bridge Rehabilitation Project

SOURCE: Public Works

COMMENT: The Jaye Street Bridge project at the Tule River includes widening the bridge from two to four lanes and reconstructing the street approaches to accommodate four lanes of traffic between Date Avenue and Springville Avenue.

As part of the project, Southern California Edison (SCE) will install streetlights along Jaye Street between Springville and Date Avenues. SCE will provide and maintain the streetlights. Underground conduit and hand holes will be installed by the construction contractor. The cost for SCE's streetlight installations is \$19,168.98.

The SCE streetlight installations plan and invoice are attached for reference purposes.

The funding sources for this project are the Highway Bridge Program (HBP), Certificates of Participation (COP), and Local Transportation Funds (LTF). Funding was approved in the 2017/2018 Annual Budget.

RECOMMENDATION: That City Council:

1. Approve the costs associated with streetlight installations; and
2. Authorize the City Engineer to sign the SCE applications and issue payment in the amount of \$19,168.98.

ATTACHMENTS:

1. SCE Plan
2. SCE Invoice

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

EXISTING POLE# 2321488E
LOOKING NORTH
SPS: 36.058248, -119.026335



291 N MAIN ST
PORTERVILLE CA 93257 3737

Document #	7590091069
Invoice #	281887
Invoice Term:	90 Days
Customer Name:	CITY OF PORTERVILLE
Customer Email:	
Invoice Date:	06/07/2017
SCE Contact:	Paul Violet
Telephone:	
Install - Billing Option:	SCE INSTALL
District Address:	2425 SOUTH BLACKSTONE AVENUE TULARE CA 93274

Description		Amount
Service Request Number	2309782 Project Location: S JAYE ST. & W SPRINGVILLE AVE XSTRT PORTERVILLE CA 93257	
Project Description	TD1244881 - ST LT INSTALLATION	
Design #:	905119 Design Description	
Product #:	1244881 - ST LT INSTALLATION	
LABOR: This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.		\$0.00
MATERIAL: This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included		\$0.00
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.		\$13,756.39
TOTAL LABOR, MATERIAL, OTHER:		\$13,756.39
CREDITS: This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit		\$0.00
TOTAL CREDITS:		\$0.00
NET CONSTRUCTION BILLING / RELOCATION ADVANCE:		\$13,756.39
TAX:	1. ITCC on Applicant Furnished	Tax Base (Taxable Amount): \$13,545.18
		Tax Rate: 22.00%
		Tax Amount: \$2,979.94
	2. ITCC on Net Construction (Less Non Taxable Amount)	Tax Base (Taxable Amount): \$11,057.48
		Tax Rate: 22.00%
		Tax Amount: \$2,432.65
TOTAL TAX:		\$5,412.59
DEPOSITS:		
Preliminary Design & Engineering Advance		\$0.00
Previous Payment		\$0.00
TOTAL DEPOSITS:		\$0.00
COMMENTS:		
* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records. * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable. * Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope. * If a street light work order is associated with this project, contracts for that project will be enclosed.		
TOTAL PROJECT INVOICE AMOUNT:		\$ 19,168.98



291 N MAIN ST
PORTERVILLE CA 93257 3737

Document #	7590091069
Invoice #	281887
Invoice Term:	90 Days
Customer Name:	CITY OF PORTERVILLE
Customer Email:	
Invoice Date:	06/07/2017
SCE Contact:	Paul Violet
Telephone:	
Install - Billing Option:	SCE INSTALL
District Address:	2425 SOUTH BLACKSTONE AVENUE TULARE CA 93274

COMMENTS CONTINUED:

- * Call the Edison company at 1-800-655-4555 to make application for electrical service.
- * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Paul Violet
Document #: 7590091069

*** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Accounts Receivable
8631 Rush Street G-53
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment
Stub**

Invoice #: 281887
Document # 7590091069

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE CA 93257 3737

Please pay total amount now due:



\$19,168.98

Thank you for paying promptly
Make check payable to Southern California Edison

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Award of Contract Plano Water Replacement and Concrete Curb Ramp Project

SOURCE: Public Works

COMMENT: On September 27, 2017, staff received four (4) bids for the Plano Street Water Replacement and Concrete Curb Ramp Project. The project consists of the removal and replacement of badly distressed asphalt concrete along Plano Street and within the Barn Theatre parking lot, and the removal and replacement of concrete curb ramps. The limits of the project are Plano Street from Henderson Avenue to Vandalia Avenue. The project will also consist of replacing the existing water main from Date Avenue to SR 190.

The Engineer's Estimate of Probable Cost for the project was \$1,549,910. The low bid presented by Mac General of Porterville is \$1,311,875.95, which is 15.36% less than the Engineer's Estimate. An additional \$131,187.59 is required for construction contingency (10%). It is anticipated that an additional \$98,390.70 is required for construction management, quality control, inspection services and construction surveying (7.5%). The total estimated cost for the project is \$1,541,454.24.

The funding sources for the project are General Fund Carry Over, Local Measure R Funds, and the Water Replacement Fund. Council approved appropriations to the Local Measure R fund by MO #04-062017 with the Authorization to Advertise for Bids for the project.

The bids are as follows:

Contractor Amount

1. MAC General Engineering, Inc. Porterville, CA	\$1,311,875.95
2. Todd Companies Visalia, CA	\$1,739,169.64
3. DOD Construction Bakersfield, CA	\$1,796,765.00
4. Dawson-Maulden Hunington Beach, CA	\$2,191,900.00

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Plano Water Replacement and Concrete Curb Ramp Project to MAC General of Porterville in the amount of \$1,311,875.95;
2. Authorize progress payments up to 95% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen costs;
4. Authorize an additional 7.5% for construction management, construction surveying, quality control, and inspection services; and
5. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02-100714.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

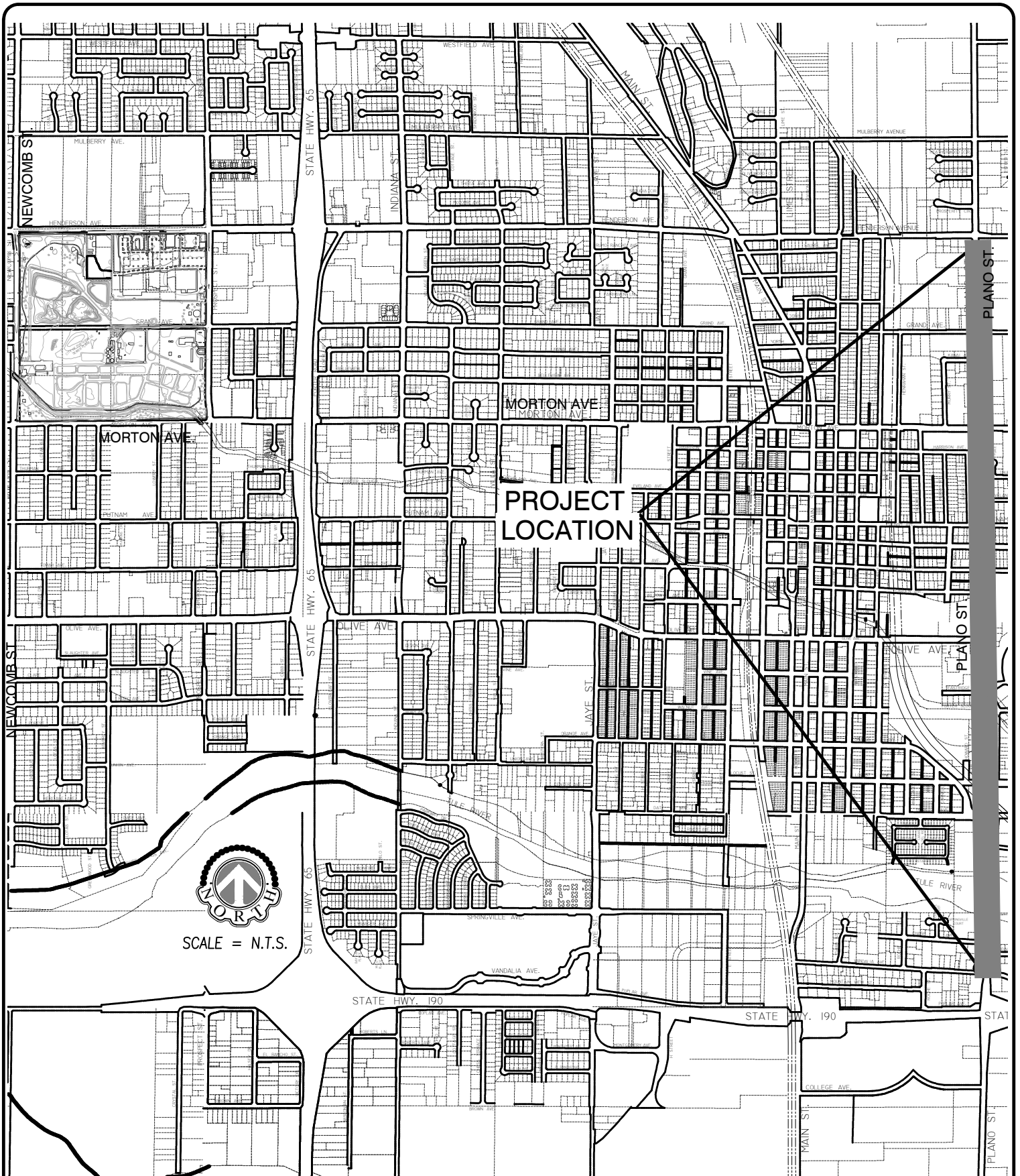


EXHIBIT "B"

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

PLANO STREET MICRO SURFACING AND WATER PROJECT HENDERSON TO HIGHWAY 190

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Approval of Purchase Option Agreement (Smee Homes, Inc.) - Beverly Grand Mutual Water Company

SOURCE: Public Works

COMMENT: The Beverly Grand Mutual Water Company is a small, privately owned water company. The small water company encompasses approximately 28 customers and is currently under an agreement with the State of California for a water consolidation project with the City of Porterville's water system. The agreement includes funding for a planning grant (Phase One), which includes the design of the water system, additional capacity for the City of Porterville water system via a new municipal water well and CEQA processing. The city was tasked with securing a parcel of land to house the new municipal well facility, which is preceded by the drilling of a test hole for confirmation of a viable investment (cost benefit analysis). This process has been underway for nearly a year.

Staff has been working with a local developer, Smee Homes, Inc. for a site in their current residential subdivision project along the north side of the Tule River generally between Newcomb Street and Mathew Street. The specific well site is located between the Tule River and the extension of River Springs Avenue at the southeast corner of the ultimate project boundary. The city and developer have mutually agreed to the site and the compensation. Attached is a Purchase Option Agreement that allows a well drilling contractor to drill a test hole and if the results of the test hole prove that the site is viable for expending construction funds for a permanent municipal well facility, the city is then obligated to purchase the property. If the site is not a promising location, the city is then not obligated to purchase the site. The agreed upon acquisition price for the site is \$29,000 and payable by the State's Planning Grant once State Waterboards confirms that the site is worth the investment (results of water quality, capacity testing, cost benefit analysis).

Staff, with the assistance of Self Help Enterprises, Inc. and Provost and Pritchard consulting firm, is preparing the plans and specification for the water system within the Beverly Grand Mutual Water Company boundaries, the test hole, permanent municipal well facility and CEQA documentations, all of which is required during the State Waterboards Planning Grant process, Phase One of the of the project.

RECOMMENDATION: That the City Council:
1. Accept the Purchase Option Agreement as complete;

2. Authorize the Mayor to execute the Purchase Option Agreement; and
3. Authorize the Public Works Director to deliver the agreement to Self Help Enterprise and State Waterboards as necessary in completing the Planning Grant Process.

ATTACHMENTS:

1. Purchase Option Agreement
2. Beverly Grand Mutual Water Company Locator Map
3. Proposed Municipal Well Site Legal Description & Plat

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

OPTION AGREEMENT

THIS AGREEMENT entered into this ____ day of ____ 201__, between CITY OF PORTERVILLE, a municipal corporation and SMEE HOMES, a California corporation hereinafter known as Owners; and City of Porterville, hereinafter known as City.

RECITALS

- A. In order to improve water quality for the small water company, known as Beverly Grand Mutual Water Company, the City is seeking a site to drill a test well and obtain an option to purchase on irregularly shaped lot within Summit Estates residential development project that is approximately 12,625 square feet for a permanent well.
- B. Owner owns real property within the City of Porterville, County of Tulare, State of California, APN 259-040-037 described as follows:

That portion of the East one-half of the Southwest one-quarter and of the West one-half of the Southeast one-quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Median, in the City of Porterville, County of Tulare, State of California, according to the official plat thereof, lying North of the centerline of the Tule River, said centerline of the Tule River being described as:

BEGINNING AT a point in the East line of the West half of the Southeast quarter of Section 33, said point begin South 0° 11' 30" West, 1387.96 feet of the Northeast corner of the West half of said Southeast quarter;

THENCE, along said centerline of the Tule River, North 73° 49' 46" West, 1095.04 feet;

THENCE, North 53° 28' 43" West, 782.97 feet;

THENCE, North 46° 38' 55" West, 761.81 feet;

THENCE, North 34° 54' 55" West, 110.21 feet to a point in the North line of the East half of the Southwest quarter of said Section 33, said point being North 89° 54' 29" East 338.51 feet of the Northwest Corner of the East half of said Southwest quarter.

- C. Owner hereby grants a right of entry to a portion of this property described as follows (Exhibit B) to **SMEE HOMES, INC.**, its agents and contractors upon the above property and for the purpose of drilling a water test well for the **CITY OF PORTERVILLE**:

That portion of the Northwest quarter of the Southeast quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof, more particularly described as:

COMMENCING AT the most northwesterly corner of the Remainder Lot of River Breeze per Map recorded December 31, 1999 and filed in Book 38 of Maps, at page 58, in the office of County Records of said county;

THENCE, South 00°47'16" West, along the west line of said Remainder Lot, 3.00 feet to the POINT OF BEGINNING;

THENCE, South 00°47'16" West, continuing along the west line of said Remainder Lot, 105.50 feet more or less to a point in the Designated Flood Line as defined by Central Valley Flood Protection Board;

THENCE, along said Designated Flood line, North 89°17'30" West, a distance of 132.84 feet;

THENCE, leaving said Designated Flood Line, North 00°42'30" East, a distance of 73.77 feet to a point in a non-tangent curve, concave northwesterly, having a radius of 333.00 feet, a radial line through said point bears North 23°22'15" West;

THENCE, northeasterly along said curve, through a central angle of 01°55'14", an arc length of 11.16 feet to the beginning of a reverse curvature, concave southeasterly, having a radius of 267.00 feet;

THENCE, northeasterly and easterly along said curve, through a central angle of 26°10'18", an arc length of 121.96;

THENCE, South 89°07'11" East, 5.02 feet to the POINT OF BEGINNING.

The above described parcel contains 12,695 square feet or 0.29 acres more or less.

The Owner also grants an option to purchase a portion of this property described as follows subject to the terms and conditions set forth in this Agreement:

That portion of the Northwest quarter of the Southeast quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof, more particularly described as:

COMMENCING AT the most northwesterly corner of the Remainder Lot of River Breeze per Map recorded December 31, 1999 and filed in Book 38 of Maps, at page 58, in the office of County Records of said county;

THENCE, South 00°47'16" West, along the west line of said Remainder Lot, 3.00 feet to the **POINT OF BEGINNING**;

THENCE, South 00°47'16" West, continuing along the west line of said Remainder Lot, 105.50 feet more or less to a point in the Designated Flood Line as defined by Central Valley Flood Protection Board;

THENCE, along said Designated Flood line, North 89°17'30" West, a distance of 132.84 feet;

THENCE, leaving said Designated Flood Line, North 00°42'30" East, a distance of 73.77 feet to a point in a non-tangent curve, concave northwesterly, having a radius of 333.00 feet, a radial line through said point bears North 23°22'15" West;

THENCE, northeasterly along said curve, through a central angle of 01°55'14", an arc length of 11.16 feet to the beginning of a reverse curvature, concave southeasterly, having a radius of 267.00 feet;

THENCE, northeasterly and easterly along said curve, through a central angle of 26°10'18", an arc length of 121.96;

THENCE, South 89°07'11" East, 5.02 feet to the **POINT OF BEGINNING**.

The above described parcel contains 12,695 square feet or 0.29 acres more or less.

NOW THEREFORE, the parties agree as follows:

1. Grant of Option. Owner grants to the City the exclusive right to purchase the Property at a price and under the terms and conditions as set forth herein, and as attached hereto in Exhibit A
2. Period of Option. The period of this option shall commence on the date of this Agreement and shall expire on the one-year anniversary date of said Agreement.
3. Time Limits. Time is of the essence. If the escrow provided herein is not closed within the time set forth in this Agreement, this Agreement shall automatically terminate without further obligation on either party unless both parties hereto consent in writing prior to termination to an extension of this option for a definite period of time.
4. Extension of Time Limit. Any extension of time limit specified here, to be effective, must be in writing, signed by all parties, and must stipulate a definite period.
5. Consideration for Option. The City, in consideration for the grant of this option, agrees to deposit \$500.00 as a nonrefundable fee at the time of execution of this Agreement with the Owner.
6. Processing of Parcel Map and Government Entitlements. City agrees to pay all costs to be incurred for the preparation of all government entitlements. Owner agrees to cooperate with City in securing these items. The requests for these items will be in the Owner's name and City. City will send Owner a copy of all such items prior to their submission thereof.
7. Exercise of Option. City, if not in default under this Agreement, may exercise this option by delivering to the Owner, prior to the expiration of the option, a written notice stating

that the option is exercised. City's signing of escrow instructions would satisfy this requirement.

8. Purchase Price. Owner hereby grants to City the exclusive right to purchase the property at a price and under the terms and conditions set forth in Exhibit A.
9. Right of Entry. City, or its agents shall have the right to enter the Property for any purpose reasonably related to conducting its due diligence and for the purpose of drilling a water test well for the CITY OF PORTERVILLE, at City's sole cost and expense. To the fullest extent permitted by law, City shall indemnify and hold Owner harmless from all losses, cost and expenses (including reasonable attorneys' fees) resulting from such entry onto the Property. City also agrees that upon completion of the test well, City shall ensure that the test well surface area will be leveled to previous grade and shall conform with Tulare County and State Department of Public Health standards, that all construction material shall be removed from the site, and that the site shall be returned to pre-construction conditions.
10. Representations and Warranties of Owner. Owner represents and warrants to City that the following matters are true and correct as of the execution of this Agreement, and acknowledges that any misrepresentation of these matters will jeopardize the non-refundable nature of any option fees paid:
 - a. To Owner's actual knowledge, there are
 - i. No condemnation, environmental, zoning or other land-use regulation proceedings either instituted or planned to be instituted, which would detrimentally affect the value or use of the property, nor
 - ii. No assessments affecting the Property.
 - b. In addition, the Owner has no knowledge of existing or abandoned underground storage tanks, other underground systems, or environmental contamination on subject site.
11. Completion of Sale. The sale and purchase shall be consummated through an escrow which shall be opened by the parties hereto at a title company selected by the Owner. The escrow shall be closed not later than the one-year anniversary date of the Agreement.
 - a. City agrees to pay all costs of escrow including but not limited to title fees, escrow fees, drawing fees and recording and documentary transfer tax.
 - b. The delivery and recordation of the grant deed on behalf of the Owner for the benefit of the CITY OF PORTERVILLE, and the payment by City to the Owner

of the full purchase price in cash, shall be conditions concurrent when escrow is closed.

12. Conditions of Escrow. The close of the escrow pursuant to the exercise of this option is conditioned on the conveyance to the CITY OF PORTERVILLE title to said Property, as evidenced by a standard form ALTA Title Insurance Policy in the full amount of the purchase price issued by the title company, subject only to such liens (other than liens for taxes due and payable on or before the date of sale), encumbrances, clouds, or conditions as are approved by City in writing.
13. Possession. Delivery of possession of the Property to City shall occur simultaneously with recordation of the grant deed.
14. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered when personally served or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the party being served as follows:

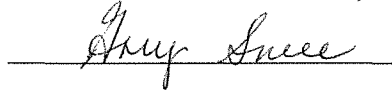
To: Owner: Smee Homes, Inc. 444 Prospect Street, Suite A Porterville, CA 93257 Attention: Gary Smee	To: CITY OF PORTERVILLE: 291 N. Main Street Porterville, CA 93257 Attention: Michael K. Reed
--	---
15. Termination by City. City may terminate this Agreement at any time by notifying Owner in writing.
16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
17. Non-waiver. The waiver by one party hereto of the performance of any promise or condition shall not invalidate this Agreement or constitute a waiver by such party of any other promise or condition.
18. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the option herein granted and any agreement or representation respecting this Agreement, or the responsibilities of either party in relation thereto, not expressly set forth herein, shall be ineffective.
19. Amendments. Any Amendments of or supplements to this Agreement shall be in writing, signed on behalf of both parties hereto.

20. If City fails to exercise this option in accordance with the terms of this Agreement or if this Agreement is earlier terminated in accordance with the terms of this Agreement. City shall properly execute, acknowledge, and deliver to Owner within (10) ten days of the request thereof a document required by the Owner or a title insurance company to verify the termination of this Agreement.
21. Memorandum of Option. A memorandum of option evidencing this agreement may be recorder in the official records of the County of Tulare. See Exhibit "A"
22. Attorney's Fees. In the event of any litigation or arbitration between the parties hereto arising out of this Agreement or the performance thereof, the losing party shall pay the prevailing party's reasonable attorney's fees and cost.

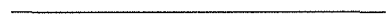
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

OWNER: SMEE HOMES, INC.

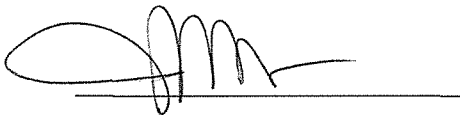
City: CITY OF PORTERVILLE



Gary Smee, CFO



Milt Stowe, Mayor



Jason Moyes, President

EXHIBIT "A"

Recording Requested By:

CITY OF PORTERVILLE

When recorded Return to:

CITY OF PORTERVILLE

291 N. Main Street

Porterville, CA 93257

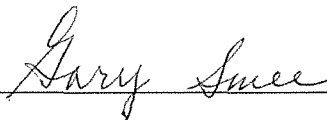
MEMORANDUM OF OPTION AGREEMENT

By this Memorandum of Option Agreement, dated as of ____ day of _____, 201 ____, concurrently with an Option Agreement between the same parties with respect to the same property and dated as of the same date, _____, Owner, and CITY OF PORTERVILLE, agree:

Owner grants to CITY OF PORTERVILLE the right, on the terms and conditions stated in the Option Agreement, To purchase the property for the CITY OF PORTERVILLE in the amount of \$29,000 provided the option is exercised according to the terms of the Option Agreement and, in no event, later than the **one-year anniversary of the Agreement.**

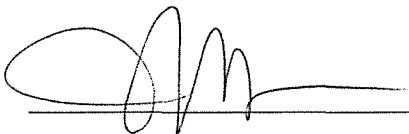
OWNER: SMEE HOMES, INC.

CITY OF PORTERVILLE:



Gary Smee, CFO

Milt Stowe, Mayor



Jason Moyes, President



SUBJECT
LOCATION



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP

DRAWN BY	CAL
CHECKED BY	
SCALE	N.T.S.
DATE	9/27/2017

SHEET
1
OF
1

LEGAL DESCRIPTION

Exhibit "A"

That portion of the Northwest quarter of the Southeast quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof, more particularly described as:

COMMENCING AT the most northwesterly corner of the Remainder Lot of River Breeze per Map recorded December 31, 1999 and filed in Book 38 of Maps, at page 58, in the office of County Records of said county;

THENCE, South $00^{\circ}47'16''$ West, along the west line of said Remainder Lot, 3.00 feet to the **POINT OF BEGINNING**;

THENCE, South $00^{\circ}47'16''$ West, continuing along the west line of said Remainder Lot, 105.50 feet more or less to a point in the Designated Flood Line as defined by Central Valley Flood Protection Board;

THENCE, along said Designated Flood line, North $89^{\circ}17'30''$ West, a distance of 132.84 feet;

THENCE, leaving said Designated Flood Line, North $00^{\circ}42'30''$ East, a distance of 73.77 feet to a point in a non-tangent curve, concave northwesterly, having a radius of 333.00 feet, a radial line through said point bears North $23^{\circ}22'15''$ West;

THENCE, northeasterly along said curve, through a central angle of $01^{\circ}55'14''$, an arc length of 11.16 feet to the beginning of a reverse curvature, concave southeasterly, having a radius of 267.00 feet;

THENCE, northeasterly and easterly along said curve, through a central angle of $26^{\circ}10'18''$, an arc length of 121.96;

THENCE, South $89^{\circ}07'11''$ East, 5.02 feet to the **POINT OF BEGINNING**.

The above described parcel contains 12,695 square feet or 0.29 acres more or less.

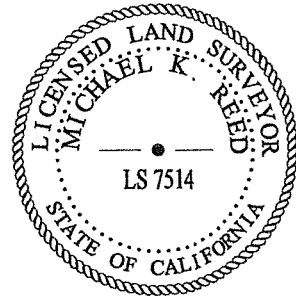
BASIS OF BEARINGS being the north line of the Southeast quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, taken as North $89^{\circ}29'39''$ West, as shown on River Breeze per Map filed in Book 38 of Maps, at page 58 in the Office of the Tulare County Recorder.

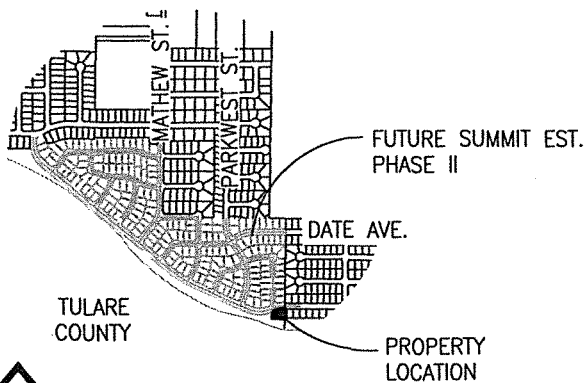
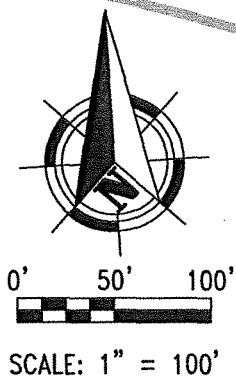
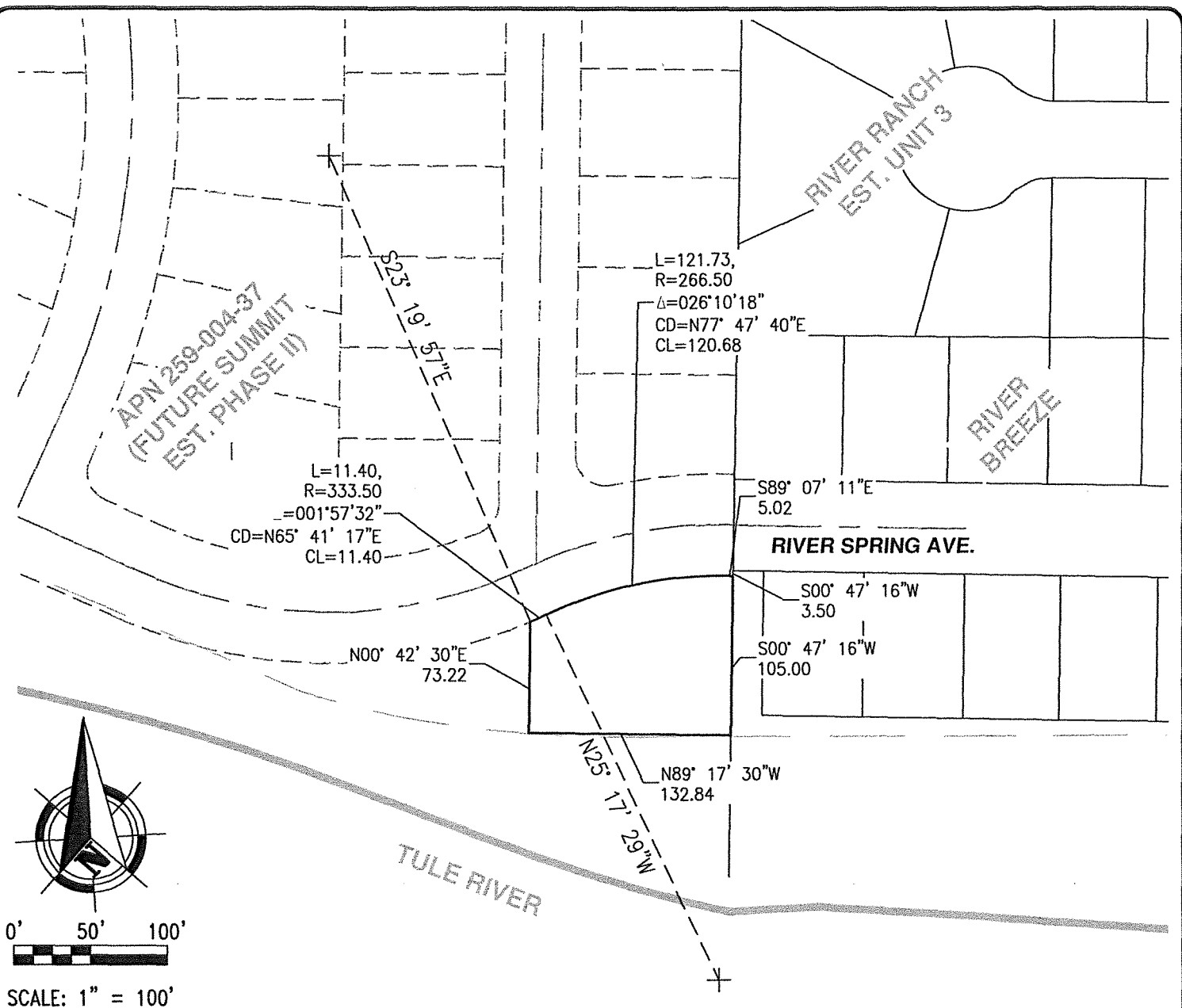
END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Michael K. Reed
Licensed Land Surveyor

Date: 9/26/2017





CITY OF PORTERVILLE

ENGINEERING DIVISION

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

POSSIBLE WELL LOCATION

OWNER	SMEE BUILDERS
APN	
AREA	12,625 SQ. FT.
ACRES	0.29 ACRE
SCALE	1" = 40'-0"
DATE	3/10/2017
DRAWN BY	
CHECKED BY	MKR



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Authorization to Distribute RFQs for On-Call Consulting Services

SOURCE: Public Works

COMMENT: The Public Works Department is seeking to maintain On-Call Consulting Services contracts with qualified consulting firms to provide right-of-way, surveying services, and materials testing services to the City when there is an identified funding source for a project. Professional services are contracted through demonstration of competency and qualifications-based standards to ensure compliance with the Brooks Act and Government Code governing professional standards. Said services will be utilized on a number of capital improvement projects that require specialization outside of the scope that the department is able to perform with its own staff. At this time, staff is requesting authorization to distribute a Request for Qualifications (RFQ) for On-Call Consulting Services for each specialty discipline.

The right-of-way services to be rendered under this contract would consist of, but not be limited to, the preparation of appraisal and acquisition documents along with other related items as necessary to comply with the Uniform Act. The surveying services to be rendered under this contract would consist of, but not be limited to, the preparation of topographic and boundary surveys, legal descriptions and exhibits, and construction staking along with other related items as necessary to comply with the Business and Professions Code. The materials testing services to be rendered under this contract would consist of, but not be limited to, performing materials testing and inspection services to comply with City, Greenbook, and Caltrans Standards and Specifications for construction projects involving aggregate base, asphalt pavement, concrete, and utility trench compaction along with design analysis for projects such as soils investigations and reports, r-value tests, and updating the City's Quality Assurance Program (QAP).

When right-of-way, surveying, or materials testing services are requested, a task order will be created based on a fair and reasonable price and specify a maximum length of contract duration. Although the City Engineer or qualified staff will review the consultant's work, the above referenced skills are essential to meeting the objectives of this program.

Due to the increasing number of documentation and requirements involved for each fiscal year's projects, staff must ensure that all such requirements are met so that funding is not jeopardized for grant-based projects. RFQs for On-Call Consulting Services contracts must be circulated on an on-going basis, not to

exceed three years for right of way services contracts and not to exceed five years for surveying and materials testing contracts, as an extension of providing fair and open competition.

RECOMMENDATION: That City Council authorize staff to distribute Requests for Qualifications for On-Call Consulting Services for right-of-way, surveying, and materials testing services.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Approval for Community Civic Event - Veterans Homecoming Committee - Veterans Day Parade - November 11, 2017

SOURCE: Finance

COMMENT: The Veterans Homecoming Committee is requesting approval to hold its annual Veterans Day Parade on Saturday, November 11, 2017, from 5:00 a.m. to 12:00 p.m. They are requesting the closure of Main Street from Doris Avenue to Orange Avenue and also the streets per the attached map.

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

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Veterans Homecoming Committee, subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 8-9-17 Event date: 11/11/17
Event time: 0500 1700

Name of Event: VETS DAY PARADE

Sponsoring organization: Vets Homecoming Phone # 920-2659

Address: 1238 LINDA VISTA

Authorized representative: DON DOWLING Phone # 920-2659

Address: _____

Event chairperson: ED FERRY Phone # 784-0930

Location of event MAIN ST. PORTERVILLE

(Location map must be attached)

Type of event: PARADE

Non-profit organization status: NON-PROFIT BL# 7536

(IRS Determination)

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

Barricades (quantity): 90 Street sweeping Yes ☒ No ☐

Police protection Yes ☒ No ☐ Refuse pickup Yes ☒ No ☐

Other: _____

Parks facility application required: Yes ☐ No ☒ Attached ☐

Assembly permit required: Yes ☐ No ☒ Attached ☐

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

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

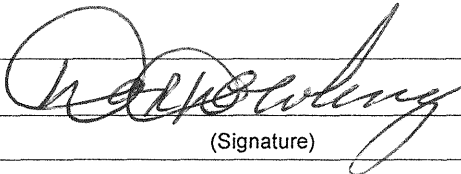
Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville 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.**

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.

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.

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.

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.

VETERANS Homecoming COMMITTEE		Aug - 9 - 17
(Name of Organization)	(Signature)	(Date)

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

Location: Main St Event date: 11/11/17 Event time: _____

Ed Flory

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: VETS DAY PARADE

Sponsoring organization: Vets Homecoming Committee

Event date: 11/11/17 Hours: 0500 - 1200

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
MAIN ST.	DORIS	ORANGE	PARADE.
Please see attached map			
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

Requirements for Community Civic Event
Veterans Homecoming Committee
Veterans Day Parade
November 11, 2017

Finance Director:
M. Bemis

Assistant City Engineer:
J. Sanchez

Community Development Manager:
J. Phillips

Field Services Manager:
M. Knight

Battalion Chief of Operations:
R. Land, Interim

Parks and Leisure Services Director:
D. Moore

Parade set up vehicles to be cognizant of Veterans Day Run participants on Main Street. Public to remain out of Main Street planters.

Police Lieutenant:
R. Standridge

Please see proposed conditions and requirements on Exhibit B.

Administrative Services Director:
P. Hildreth

Please see attached Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Veterans Homecoming Committee
Event: Veterans Day Parade
Event Chairman: Don Dowling
Location: Main Street from Doris Ave. to Orange Ave.
Date of Event: November 11, 2017

RISK MANAGEMENT: Conditions of Approval

1. The following street sections are not authorized for closure and shall remain open to vehicular traffic.
 - a. Division Street and Hockett Street between Oak Avenue and Olive Avenue
 - b. Oak Avenue from Division Street to 'D' Street
 - c. Streets adjacent to the Police Station and Fire Station No.1
 - d. Orange Avenue, east and west traffic flow.
2. That the Veterans Homecoming Committee 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 and the Successor Agency to the Porterville Redevelopment Agency as Additional Insured against all claims arising from, or in connection with, the Sponsoring Organization's operation and sponsorship of the aforementioned Community Civic Event.
 - a. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
 - b. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A. M. Best Rating of no less than A: VII, and the insurance company must be an admitted insurer in the State of California.
3. The use of sidewalks, during this event, for any purpose other than normal pedestrian traffic, e.g., food booths, sales booths, displays, bleachers, etc., is prohibited within a ten-foot radius of all walk-up Versa-Teller operations.

CITY OF PORTERVILLE - POLICE DEPARTMENT

Community Civic Event Application

Proposed Event: Veteran's Day Parade

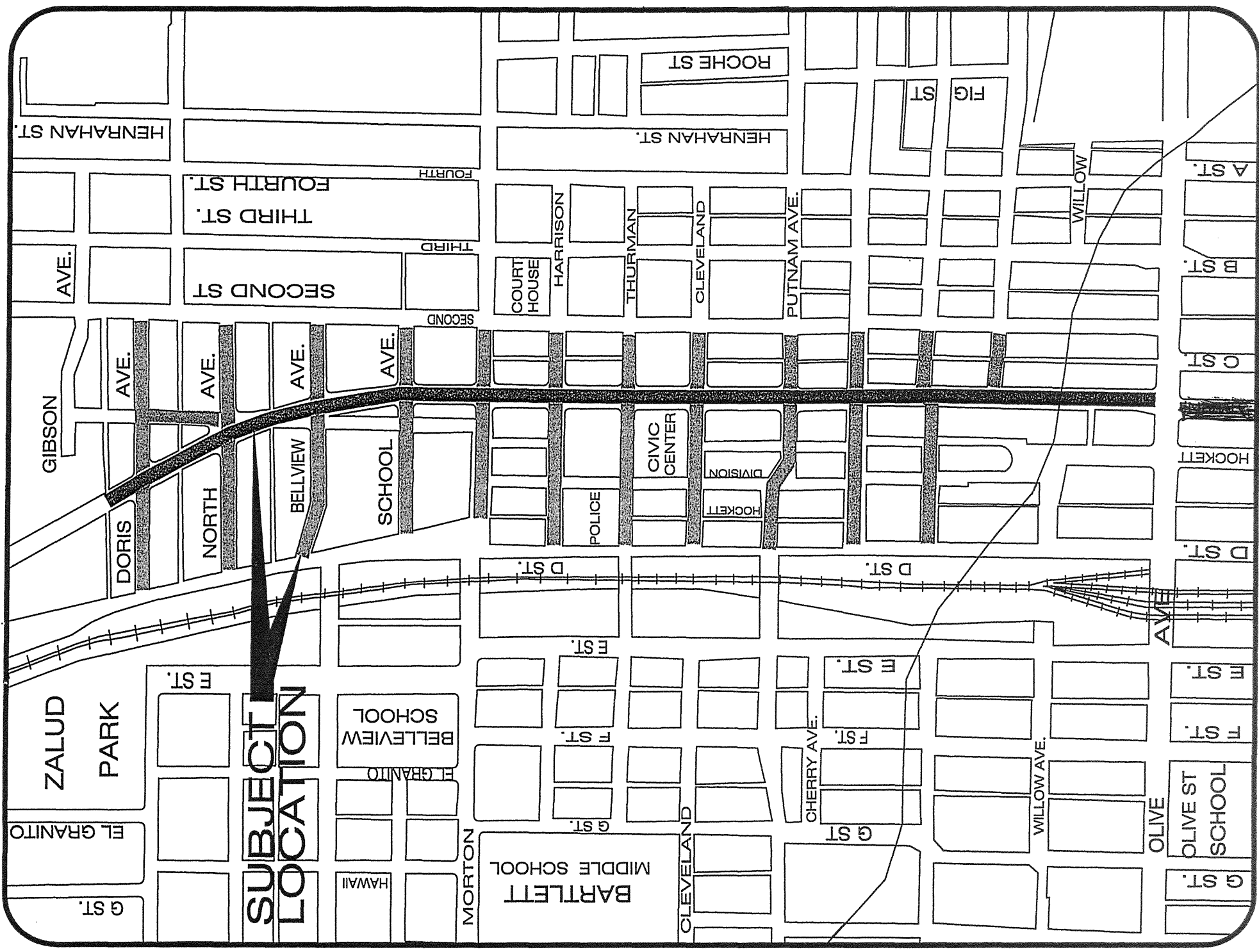
Date of Event: 11-11-17

Location of Event: Main Street

Recommendations/Requirements:

- City Council approval is required for all street closures.
- Ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Veterans Homecoming Committee should meet with street vendors to coordinate rules regarding their activities, such as:
 - Staying off the parade route and crossing in front of floats or groups
 - Shall not sell silly string, snap caps or party poppers
 - Ensure each vendor has properly obtained a City business license
- Food vendors should be situated where they minimally block the sidewalk.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the Veterans Homecoming Committee, to ensure safe food products.
- Throwing candy from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Event organizers shall coordinate all policing/traffic/parking/posting concerns with Lt. Josh Maniss or Lt. Rich Standridge well in advance of the event. They can be contacted at 559-782-7410/559-782-7400.

Lieutenant Rich Standridge, Porterville Police Department



ORANGE ST.

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



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

- 1 Name and home address of the applicant: Don R. Dowling
1238 HINDA VISTA
- 2 Address where amplification equipment is to be used: MAIN ST. PORTERVILLE.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: VETS HOME
Coming to camp
- 4 Type of event for which amplification equipment will be used: PARADE.
- 5 Dates and hours of operation of amplification equipment: 11/11/17 0800-1200
- 6 A general description of the sound amplifying equipment to be used: _____

Section 18-9

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

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

Section 18-14

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

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

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

[Signature]
Signature of Applicant

8/9/17
Date

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

[Signature] #98
City of Porterville, Chief of Police/Designee

9-26-17
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2017

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

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

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC	
	PHONE (A/C No, Ext): 800-669-9944 FAX (A/C No): 913-652-7599	
INSURED Veterans Homecoming Committee 1900 West Olive Porterville, CA 93257	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AIX Spec. Ins. Co.	12833
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		HFZ-ML-20000168-00	09/16/2017	09/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Veterans Homecoming Committee to hold Annual parade in November 2017.

City of Porterville is an Additional Insured, where required by written contract, per the terms, conditions and exclusions of the referenced general liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville 291 N. Main Street Porterville, CA 93257	701652	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Request for Proclamation - Relay for Life Days - October 7-8, 2017

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the 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.

Sonia Soto, on behalf of Relay for Life Porterville, has requested that the Council consider approval of a proclamation to proclaim October 7th and 8th as "Relay for Life Days." Vice Mayor Ward is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the City Council Meeting following approval of the Consent Calendar.

RECOMMENDATION: That the City Council consider approval of the request to proclaim October 7th and 8th as "Relay for Life Days."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 9/18/17

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

Name of Sponsoring Organization: American Cancer Society

Name of Contact Person: Sonia Soto

Address: 638 La Vida Ave Porterville Ca 93259

Phone: (559) 202-5128 FAX: _____

E-mail: relay4life1973@hotmail.com

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

Date(s) of Event: October 7-8

Date of Council Meeting to be presented, if applicable: 9/19/17
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Sonia Soto

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: _____ Sponsored by: _____ Date: _____

Approved by Council: yes ☐ no ☐ Date: _____

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

Proclamation

Whereas:

The American Cancer Society is a voluntary community based coalition of citizens dedicated to eliminating cancer as a major health problem through financial support and education awareness; and

Relay for Life is the signature activity of the American Cancer Society and *honors* cancer survivors (the individuals who have ever been diagnosed with cancer), *remembers* those lost their fight to the disease, provides opportunities to *fight* back against cancer, and assists in funding more than \$4.6 billion in cancer research each year, funding 748 research grants nationwide which include 88 research grants in California, and 1,014 services to 526 patients and caregivers in Tulare County in 2016. This includes 56 women served through the Look Good Feel Better program, 6 participants served through the Reach to Recovery support program, 870 one-way trips through the Road to Recovery program, and 28 nights of free or reduced cost lodging; and

The color purple is the signature color of the American Cancer Society's Relay for events signifying the passion that cancer survivors, their families, and loved ones feel for the eradication of this disease; and

The American Cancer Society Relay for Life of Porterville is a community event that encourages the opportunity to network with businesses, associates, families, and friends with the same goal of making a difference in the battle against cancer; and

Money raised during the American Cancer Society Relay for Life of Porterville helps support research, education, advocacy, and patient services for treating cancer, thereby increasing cancer survival rates.

Now, therefore, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim October 7-8, 2017 as "RELAY FOR LIFE DAYS" in Porterville; and encourage citizens to recognize and participate in the Relay for Life of Porterville event at the Summit Charter Collegiate Academy on October 7 through 8th, 2017, in support and celebration of those living with cancer, and in remembrance of those who have lost their lives to the disease.



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Request for Proclamation - Friends of Libraries Week - October 15-21, 2017

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the 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.

The Parks and Leisure Services Library Division has requested that the Council consider approval of a proclamation to proclaim October 15 through 21, 2017, as "Friends of Libraries Week." Council Member Flores is sponsoring this proclamation request. If approved, the proclamation will be presented at the meeting of October 17, 2017.

RECOMMENDATION: That the City Council consider approval of the request to proclaim October 15 through 21, 2017, as "Friends of Libraries 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

Date of Request: 9-14-17

Name of Event/Individual: National Friends of the Library Week
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville City Library

Name of Contact Person: Vikki Cervantes

Address: _____

Phone: Ext 7495 FAX: _____

E-mail: _____

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

Date(s) of Event: Oct 15 - 21, 2017

Date of Council Meeting to be presented, if applicable: October 17, 2017
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
FOL Board and members

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: _____ Sponsored by: _____ Date: _____

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____

National Friends of Libraries Week

Whereas, Friends of the Porterville Public Library have been raising money since 1971 that enables our library to move from good to great -- providing the resources for program support, equipment, annual summer reading, and special events throughout the year;

Whereas, the work of the Friends highlights on an on-going basis the fact that our City Library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

Whereas, the Friends understand the critical importance of well funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, adult literacy, and children's services;

Whereas, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, I, MILT STOWE, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim October 15-21, 2017, as Friends of Libraries week in the City of Porterville; and urge everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Continued Hearing - Resolution of Necessity Pertaining to the Acquisition of a Portion of Property Located at West Side of Hillcrest Street, North of Jasmine Drive, Porterville, CA (APNs 254-010-059 and 255-190-022), Owner Woodard Family Revocable Trust of August 10, 2006, for Proposed Improvements to the East Porterville Water Supply Project

SOURCE: City Attorney

COMMENT: This item was originally before and was considered by the City Council on September 19, 2017, but was continued until this meeting in order to obtain more information concerning under what circumstances property acquisition costs will be covered under the State project funding. The State has provided that the City is limited to obtaining reimbursement up to the value of the City's appraisal (and the costs for negotiation), and that the City can obtain this reimbursement unless the owner has expressed that he or she is unwilling to sell. While this representation is still not completely clear, adoption of the Resolution of Necessity does not appear to prohibit reimbursement.

RECOMMENDATION: This office and City staff recommend that the Council hear any additional testimony and consider approval of the attached Resolution of Necessity. The 09/19/17 staff report is also included for the City Council's reference.

ATTACHMENTS:

1. Staff Report of September 19, 2017
2. Resolution of Necessity and Appendix A

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 19, 2017

SUBJECT: Resolution of Necessity Pertaining to the Acquisition of a Portion of Property Located at West Side of Hillcrest Street, North of Jasmine Drive, Porterville, CA (APNs 254-010-059 and 255-190-022), Owner Woodard Family Revocable Trust of August 10, 2006, for Proposed Improvements to the East Porterville Water Supply Project

SOURCE: City Attorney

COMMENT: City staff and its property negotiators have sent several communications to the owner/representative of the subject property, to acquire the above-referenced portion of property, but have been unsuccessful in obtaining an agreement. This portion of the property needs to be acquired in order to construct a water tank and other improvements for the East Porterville Water Supply Project.

Staff is asking City Council to adopt a Resolution of Necessity, as the plans for the proposed project are complete and the City needs to commence construction work soon in order to provide adequate Title 22 water storage required for the project. The City Attorney has prepared the attached Resolution of Necessity as authorized and for adoption by City Council. The statutory offer and summary of the basis for just compensation, pursuant to Government Code Sections 7267.1 and 7267.2(a) and prepared by City and/or its agent, have been sent to the owners. The City Attorney has also notified the above owners, in writing via certified mail, at least 15 days prior to the Council meeting, that this matter would be scheduled for this meeting's agenda. As of the day this staff report was completed, no request to be heard had been received by the City from the property owner. In adopting a Resolution of Necessity, the City Council must find that the public interest and necessity require the project, that the project is planned or located in the manner that will be most compatible with the greatest public good and least private injury, and that the property sought to be acquired is necessary for the project. Passage of the Resolution requires a two-thirds vote of all members of the City Council.

RECOMMENDATION: This office recommends that the City Council hear testimony from the owners and/or their representatives if they appear at the hearing and request to be heard, adopt the attached Resolution of Necessity, and authorize the City Attorney to take all appropriate action necessary to acquire said property on behalf of the City of Porterville.

ATTACHMENTS: 1. Resolution of Necessity and Appendix A

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____-2017

**RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE, CALIFORNIA, REQUIRING THE EXERCISE OF THE POWER OF
EMINENT DOMAIN PERTAINING TO THE ACQUISITION OF PROPERTY FOR USE BY
THE CITY OF PORTERVILLE FOR THE EAST PORTERVILLE WATER SUPPLY
PROJECT IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION 1240.030 OF
THE CODE OF CIVIL PROCEDURE OF THE STATE OF CALIFORNIA**

WHEREAS, the City of Porterville intends to construct a project entitled the East Porterville Water Supply Project, which involves the expansion of its existing facilities and the construction of an additional water tank; and

WHEREAS, after notice and opportunity have been given to the property owner(s) at issue, the City Council of the City of Porterville hereby finds and determines as follows:

1. The City of Porterville intends to construct the aforementioned Project, a public use, together with related improvements to carry out and make effective the principal purpose pursuant to Code of Civil Procedure Section 1240.120(a), and in connection therewith, acquire interest in certain real property. Said public use is a function of the City of Porterville.
2. The City of Porterville is authorized to acquire the portion of the parcel described in Appendix A herein and exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 et seq. and pursuant to Government Code Section 37350.5, Government Code Section 54300 et seq., California Constitution Article 1, Section 19, and Sections 4 and 54 of the Charter of the City of Porterville.
3. The property to be acquired consists of a portion of the property (APNs 254-

010-059 and 255-190-022) at the west side of Hillcrest Street, north of Jasmine Drive (approximately 1.89 acres total). This subject property will be utilized as part of the East Porterville Water Supply Project, including the expansion of the City's existing facilities and the construction of a water tank. The property to be acquired is more particularly described in Appendix A, attached hereto and incorporated herein by reference together with a map thereof.

4. On August 28, 2017, there was mailed a Notice of Hearing on the intent of the City of Porterville to adopt a Resolution of Necessity for acquisition by eminent domain of the real property described in Appendix A herein, which Notice of Hearing is attached hereto as Appendix A and is incorporated herein by this reference. Said Notice of Hearing was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an interest in the property described in Appendix A, and to the address appearing on said Roll. Said Notice advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein.
5. The hearing set out in said Notice was held on September 19, 2017, at the time and place stated therein, and all interested parties were given an opportunity to be heard. The hearing was closed.

Based upon the evidence presented, this City Council by vote of two-thirds or more of its members, further finds, determines, declares, and resolves each of the following:

- a. The public interest and necessity require the proposed project.
- b. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- c. The property described herein in Appendix A is necessary for the proposed project.

- d. The offer required by Section 7267.2 of the Government Code, and the summary of the basis for the amount established as just compensation, was made to the owner or owners of record.
 - e. All conditions and statutory requirements necessary to exercise the power of eminent domain (the right to take) to acquire the property described herein have been complied with by the City of Porterville.
 - f. A portion of the property described in Appendix A may be acquired for a more necessary public use pursuant to Code of Civil Procedure Section 1240.610. The City Council further finds and determines that insofar as said parcel has heretofore been dedicated to a public use for telephone and/or electric utility purposes, the acquisition and use of said parcel by the City of Porterville for the public use described above is for a more necessary public use than the use to which the property has already been appropriated.
6. The City Attorney is hereby AUTHORIZED and EMPOWERED:
- a. To acquire in the name of the City of Porterville, by condemnation, the property described in Appendix A, attached hereto and incorporated herein by this reference in accordance with the provisions of the California Eminent Domain Law and the Constitution of California;
 - b. To acquire the property in fee simple unless a lesser estate is described in Appendix A, herein;
 - c. To prepare or have prepared and to prosecute or to retain counsel to prosecute in the name of the City of Porterville such proceedings in the proper court as are necessary for such acquisition;
 - d. To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the City of Porterville to take immediate possession and use of said property for said public uses and purposes.

This Resolution was passed by the City Council members of the City of Porterville at a regularly scheduled meeting thereof on the 19th day of September, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

NANCY A. JENNER
JULIA M. LEW
CHAD M. LEW

LAW OFFICES OF
MCCORMICK KABOT JENNER & LEW
A PROFESSIONAL CORPORATION
4010 SOUTH DEMAREE STREET
VISALIA, CALIFORNIA 93277

TELEPHONE
(559) 734-6729

MATTHEW C. PIERCE

FACSIMILE
(559) 734-8762

S.L. KABOT, Retired
WALTER MCCORMICK (1926 - 2005)

INTERNET
WWW.MKJW.COM

August 28, 2017

Woodard Family Revocable Trust of August 10, 2006
Greg and Cinda Woodard, Trustees
461 North Crestview Street
Porterville, CA 93257

RE: **Notice of City of Porterville's Intent to Adopt a Resolution of Necessity to Acquire Property by Eminent Domain [CA Code of Civil Procedure 1245.235]**

Site Location: Portion of property at west side of Hillcrest Street, north of Jasmine Drive, Porterville CA

Assessor's Parcel Numbers: 254-010-059 and 255-190-022

Dear Mr. and Mrs. Woodard:

1. **Notice of Intent of City Council to Adopt a Resolution of Necessity.** The City Council intends to consider the adoption of a Resolution of Necessity on September 19, 2017 that, if adopted, will authorize the City of Porterville to acquire the property described herein by eminent domain for the purpose of making improvements in conjunction with the East Porterville Water Supply Project. A description of the property being considered for acquisition is included in the attachment marked Appendix A.
2. **Notice of Your Right to Appear and Be Heard.** Please take notice that the City Council of the City of Porterville, at a regular meeting to be held on Tuesday, September 19, 2017 at 6:30 p.m., or as soon thereafter as the matter may be heard, at Porterville City Hall, 291 North Main Street, Porterville, California, will hold a hearing on whether such a Resolution of Necessity should be adopted, as required by California Code of Civil Procedure section 1245.235 for the commencement of an eminent domain proceeding to acquire real property.

You have a right to appear and be heard before the City Council at the above scheduled hearing on the following matters and issues, and to have the City Council give judicious consideration to your testimony prior to deciding whether or not to adopt the proposed Resolution of Necessity:

- a. Whether the public interest and necessity require the proposed project;
- b. Whether the proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least

- private injury;
- c. Whether the property sought to be acquired by eminent domain and described in the Resolution of Necessity is necessary for the proposed project;
 - d. Whether the offer required by Government Code section 7267.2(a), together with the accompanying statement and summary basis for the amount established as just compensation, was actually made to you and whether said offer and statement/summary were in a form and contained all of the factual information required by Government Code section 7267.2(a). Said offer and a copy of Government Code section 7267.2(a) is attached hereto as Appendix A, including an amended offer dated August 7, 2017.
 - e. Whether City Council has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the "right to take") to acquire the property described herein, including relocation assistance, as well as any other matter regarding the right to take said property by eminent domain; and
 - f. Whether City Council has statutory authority to acquire the property by eminent domain.

A copy of the proposed Resolution of Necessity will be available, upon your request, for inspection at the office of the Clerk of City Council at Porterville City Hall, 291 North Main Street, Porterville, California five (5) days after this Notice was mailed and prior to the hearing at the place of the hearing.

Your name appears on the last equalized Tulare County assessment roll and as Owner (in our preliminary title report) of the property required for the proposed project.

The statutes that authorize the City to acquire the property by eminent domain for this proposed project are California Constitution Article I, Section 19, Porterville City Charter Sections 4 and 54, California Government Code Section 37350.5, California Government Code Section 54300 et seq., and California Code of Civil Procedure Section 1230 et seq.

- 3. Failure to File a Written Request to Be Heard within Fifteen (15) Days After the Notice Was Mailed Will Result in Waiver of the Right to Appear and Be Heard.** If you desire to be heard, please be advised that you must file a written request with the clerk of the governing board within fifteen (15) days after this Notice was mailed. You must file your request to be heard at: Porterville City Hall, 291 North Main Street, Porterville, California.

Should you elect to mail your request to the clerk of the City Council, it must be actually received by the clerk for filing within fifteen (15) days after this Notice was mailed. The date of mailing appears on this Notice.

California Code of Civil Procedure section 1245.235(b)(3) provides that "failure to

file a written request to appear and be heard within fifteen (15) days after the Notice was mailed will result in waiver of the right to appear and be heard" on the above matters and issues that are the subject of the hearing.

If you elect not to appear and be heard in regard to compensation, your nonappearance will not be a waiver of your right to claim greater compensation in a court of law. The amount to be paid for the property will not be considered by the board at this hearing.

If you elect not to appear and not to be heard, your failure will be a waiver of your right to later challenge the right of the City to take the property by eminent domain.

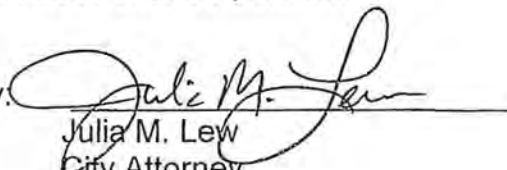
The amount of the compensation to be paid for the acquisition of the property is not a matter or issue being heard by City Council at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation, in and as determined by a Court of Law in accordance with the laws of the State of California. This Notice is not intended to foreclose future negotiations between you and the representatives of the City on the amount of compensation to be paid for your property. If you elect not to appear and not to be heard, you will only be foreclosed from raising in a Court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the property by eminent domain.

If City Council elects to adopt the Resolution of Necessity, then within six months of the adoption of the Resolution, the City will commence eminent domain proceedings in Superior Court. In that proceeding, the Court will determine the amount of compensation to which you are entitled.

Dated and mailed on August 28, 2017.

McCormick Kabot Jenner & Lew
A Professional Corporation

By.


Julia M. Lew

City Attorney

City of Porterville

CC: Mike Reed, Porterville Public Works Director
John Lollis, Porterville City Manager

Enclosures: Appendix A

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 7.20
Certified Fee	3.35
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 13.30

Postmark
Here

Sent To	Green and Cinda Woodard
Street, Apt. No., or PO Box No.	461 N. Crestview St.
City, State, ZIP+4	Porterville, CA 93257

PS Form 3800, August 2006 See Reverse for Instructions

7013 1090 0001 2857 1904



**BENDER
ROSENTHAL, INC.**

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

4400 Auburn Boulevard, Suite 102
Sacramento, CA 95841
main: 916.978.4900 • fax: 916.978.4904
www.benderrosenthal.com

May 16, 2017

WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006

Greg and Cinda Woodard, Trustees
461 North Crestview Street
Porterville, CA 93257

Re: East Porterville Water Supply Project
Assessor's Parcel Nos. 255-190-022 & 254-010-059

Dear Mr. and Mrs. Woodard:

The City of Porterville is proceeding with the East Porterville Water Supply Project ("Project"). A portion of your property located at the west side of Hillcrest Street, north of Jasmine Drive, City of Porterville, CA is required for that Project.

The City has retained Bender Rosenthal, Inc. to acquire the necessary real property interests. Accordingly, the City hereby makes an offer in the amount of \$57,000 to acquire 1.89± acres in Fee, as required for the Project.

Enclosed for your review and approval are the following:

1. Summary Statement Relating to Purchase of Real Property or an Interest Therein, with attached plat map showing the areas and rights to be acquired;
2. Appraisal Report;
3. Signing Instructions for Owner;
4. Purchase and Sale Agreement, in duplicate;
5. Grant Deed;
6. W9;
7. Preliminary Title Report; and
8. Acquisition Brochure

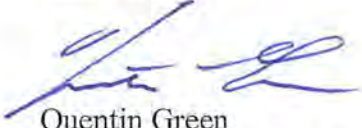
If you find the offer acceptable, please sign the documents, as stated in the Signing Instructions, and return the documents to me in the self addressed, stamped envelope provided. Copies of the documents are enclosed for your files.

If you have any comments or items of specific concern you would like to discuss, please call me at (916) 978-4900.

Woodard
May 12, 2017
Page 2

Your cooperation in this matter will be greatly appreciated and I look forward to working with you.

Sincerely,



Quentin Green
Senior Right-of-Way Agent

Enclosures

CITY OF PORTERVILLE
SUMMARY STATEMENT RELATING TO PURCHASE
OF REAL PROPERTY OR AN INTEREST THEREIN

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the City of Porterville (CITY) purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

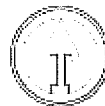
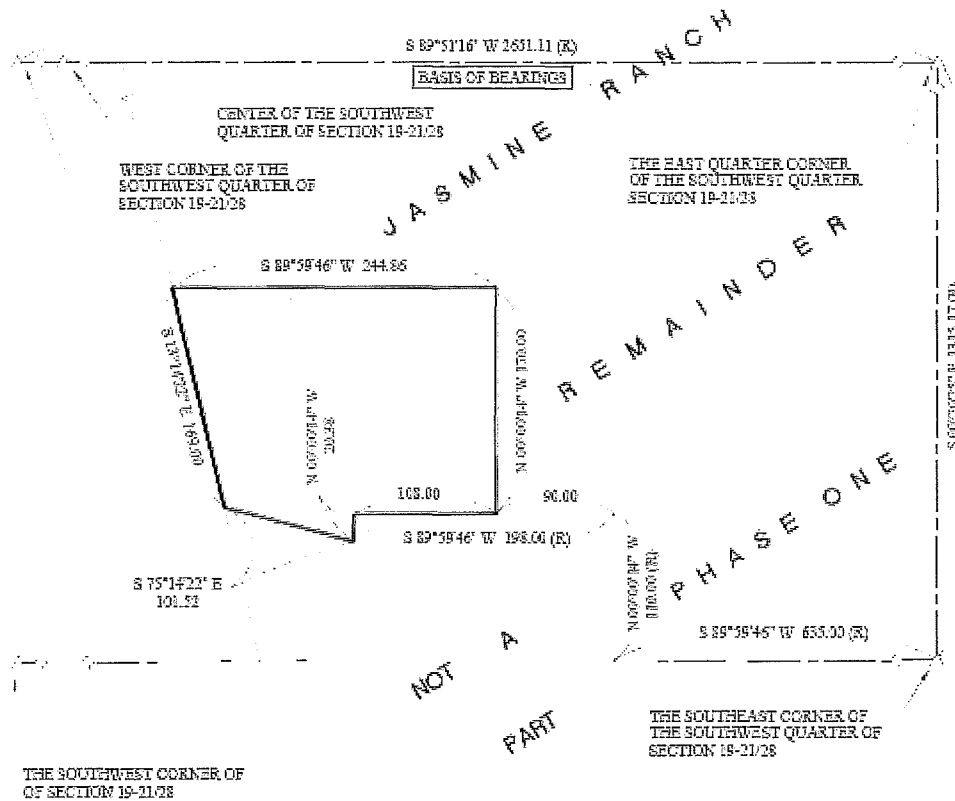
1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. CITY will offer to purchase any remnants considered by CITY to be uneconomic units which are owned by you or, if applicable, occupied by you as a tenant and which are contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced documents covering this transaction and owned by the grantor herein or, if applicable, owned by you as a tenant are being conveyed unless other disposition of these improvements has been made. The interests to be acquired are 1.89± acres in Fee Simple, and depicted on the attached plat map.
4. The fair market value of the property being purchased is based upon an appraisal which is summarized in the enclosed Appraisal Report; and
 - a. Represents the full amount of the appraisal of just compensation for the real property interest to be purchased.
 - b. Is not less than the approved appraisal of the fair market value of the property;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner may be entitled to receive under agreement with CITY.
5. Pursuant to California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, CITY will pay for the actual reasonable costs up to \$5,000 for an owner obtained appraisal.
 - a. You, not CITY, must order the appraisal. Should you enter into a contract with the selected appraiser, CITY will not be a party to the contract.
 - b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to Bender Rosenthal, Inc., 4400 Auburn Blvd, Suite #102, Sacramento, CA 95841. A copy of the appraiser's invoice for the completed work must be provided to CITY concurrent with the submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the offer, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

APN's: 255-190-022, 254-010-059

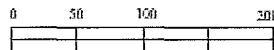
PLAT MAP

EXHIBIT 'B'



NORTH

SCALE 1"=100'



SCALE: 1"=100'

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

That Portion of the Remainder Parcel of Jasmine Ranch, Phase One Subdivision, as shown on map filed in Book 35 of Maps, at Page 49, T.C.R., Located in the Southwest Quarter of the Southwest Quarter of Section 19, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, County of Tulare, State of California.

DATE	2015-10-14
BY	2015-10-14
DATE	2015-10-14
BY	2015-10-14
DATE	2015-10-14
BY	2015-10-14
DATE	2015-10-14
BY	2015-10-14

APPRAISAL REPORT



WOODARD PROPERTY

Partial Acquisition for a Water Tank Site
West Side of Hillcrest St., North of Jasmine Dr.
Porterville, California

Date of Value:
April 14, 2017

Client:
City of Porterville



HopperCompany
Real Property Valuation



HopperCompany
Real Property Valuation

April 24, 2017

Jason Ridenour
Economic Development and Housing Manager
City of Porterville
291 North Main Street
Porterville, California 93257

RE: *Appraisal of Woodard land for a water tank site in Porterville, California. Our file no. 17-037.*

Dear Mr. Ridenour:

In accordance with your request, we are pleased to transmit the attached appraisal report. We have personally inspected and appraised the Woodard property located along the west side of Hillcrest Street, north of Jasmine Drive, in Porterville, California. The property is owned by Greg and Cinda Woodard and consists of 46.95 acres of rolling hillside land that is zoned for single-family residential uses.

The City of Porterville is now seeking to acquire a 1.89-acre portion of the property for use as a new municipal water tank site as part of its *East Porterville Water Supply Project*. An appraisal is needed to assist in determining the appropriate just compensation to be paid for the partial acquisition of the real property. The client for this assignment is considered to be the City of Porterville and they have ordered the attached appraisal.

The purpose of the appraisal is to provide an opinion of just compensation, which consists of the fair market value of the fee title interest in the portion of the property to be taken along with any net severance damages to the remainder resulting from the partial acquisition and the construction and use of the project in the manner proposed. The specific definitions of these terms are contained within the attached appraisal report. This is considered to be a current value opinion with an effective date of value of April 14, 2017.

After considering all of the available facts and pertinent information regarding the subject property, and based upon the analyses and conclusions contained within the attached appraisal report, it is our opinion that the just compensation for the partial taking as of April 14, 2017 is:

Fair Market Value of Part Taken		\$56,700
Net Severance Damages to the Remainder	+	\$0
Just Compensation		\$56,700
	rounded to	<u>\$57,000</u>

This opinion of just compensation has been arrived at using the State Rule of appraisal for partial takings. The attached appraisal report details the various steps and procedures that are used to arrive at the value conclusions, including the valuation of the portion of the property that is to be taken and any damages or benefits to the remainder caused by the construction and use of the project in the manner proposed.

It is the appraisers' intent that the value conclusions and the appraisal report will be used by the client only for purposes of assisting in the determination of just compensation. No other intended users or uses of the appraisal have been identified. Any reader of the attached report is cautioned to understand the limited purpose for which it has been prepared. Reliance upon the information, data, or conclusions indicated within the report by anyone other than the client or for any reason other than the stated intended use is inappropriate and could be misunderstood. This letter is intended only to transmit the attached appraisal report and should not be considered the report itself.

Thank you for this appraisal assignment. If you have any questions regarding it, please feel free to contact us.

Sincerely,



Renee E. Hendrick, MAI, R/W-AC, ARA
CA #AG040264 (expires 5/11/2018)



Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2018)

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INTRODUCTION TO THE APPRAISAL



HopperCompany
Real Property Valuation

THE APPRAISAL PROBLEM

The subject of this appraisal is a 46.95-acre property consisting of open land with a rolling hillside topography. The property is located along the west side of Hillcrest Street, just north of Jasmine Drive, and is adjacent to the Jasmine Ranch residential subdivision, in Porterville, California. The land is zoned for single-family residential use, but there are no other development entitlements in place. The property surrounds an existing water tank site that is owned and operated by the City of Porterville as part of its municipal water system.

The City of Porterville in conjunction with the County of Tulare and the State of California is undertaking the *East Porterville Water Supply Project* to provide a permanent, safe, and reliable supply of household water to residents of East Porterville, many of whom have had their wells go dry in the recent drought. As part of this project, the City is seeking to acquire a 1.89-acre portion of the larger parcel in order to expand their existing facility and construct an additional water tank. An appraisal of the real property is needed to assist in determining the appropriate just compensation to be paid for the partial acquisition. The client for the assignment is the City of Porterville and they have ordered this appraisal. Other intended users of the appraisal include the County of Tulare and the State of California.

The purpose of the appraisal is to provide an opinion of just compensation, which consists of the fair market value of the fee title interest in the portion of the property to be taken along with any net severance damages to the remainder resulting from the partial acquisition and the construction and use of the project in the manner proposed. This is considered to be a current value opinion with an effective date of value of April 14, 2017.

The appraisal has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Ethical Rules of the International Right of Way Association, the California Code of Civil Procedures dealing with Eminent Domain Law, the California Evidence Code, and applicable case law precedent. The results of this appraisal are being communicated in a narrative style Appraisal Report that provides a concise presentation of the important facts and information having an impact on the value of the subject property.

There are several underlying assumptions and conditions that are made throughout this appraisal that affect the value conclusions that are reached. They are detailed later in the *Assumptions and Limiting Conditions* section of this report and should be fully read and understood in order to have a proper basis on which to consider the value conclusions. The appraisers who have prepared and signed this appraisal report are competent to value this type of property and are qualified under the competency rule of the USPAP. A complete list of the appraisers' qualifications is shown in the addenda of this report. No one else provided significant professional assistance to the persons signing this report.

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DEFINITIONS OF TERMS

The following terms are used throughout this appraisal report.

Appraisal: The act or process of developing an opinion of value; an opinion of value (noun). Of or pertaining to appraising and related functions such as appraisal practice or appraisal services (adjective). An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value). (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 1).

Assignment: (1) An agreement between an appraiser and a client to provide a valuation service; (2) the valuation service that is provided as a consequence of such an agreement. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 1).

Client: The party or parties who engage, by employment or contract, an appraiser in a specific assignment. The client may be an individual, group, or entity, and may engage and communicate with the appraiser directly or through an agent. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 2).

Report: Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client upon completion of an assignment. Two types of reports may be written under USPAP: Appraisal Report or Restricted Appraisal Report. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 4).

Real Estate or Real Property: Real estate is an identified parcel or tract of land, including improvements, if any. Real property is the interests, benefits, and rights inherent in the ownership of real estate. (*USPAP*, Appraisal Foundation, 2016-2017 edition, pg. 4).

Just Compensation: Article I, Section 19 of the California Constitution states that “private property may be taken or damaged for public use only when just compensation, ascertained by a jury unless waived, has first been paid to, or into court for, the owner.” Compensation shall be awarded for the property taken. The measure of this compensation is the fair market value of the property taken. (*California Code of Civil Procedure*, Section 1263.310).

Where the property acquired is part of a larger parcel, in addition to the compensation awarded for the part taken, compensation shall be awarded for the injury, if any, to the remainder. Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of the benefit to the remainder. If the amount of the benefit to the remainder equals or exceeds the amount of the damage to the remainder, such excess shall not be deducted from the compensation required to be awarded for the property taken. (*California Code of Civil Procedure*, Section 1263.410).

Fair Market Value: The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable. (*California Code of Civil Procedure*, Section 1263.320).

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: (a) the project for which the property is taken; (b) the eminent domain proceeding in which the property is taken; or (c) any preliminary actions of the plaintiff relating to the taking of the property. (*California Code of Civil Procedure*, Section 1263.330).

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal*, 6th edition, Appraisal Institute, 2015, pg. 90).

Partial Taking: The taking of part of a property for public use under the power of eminent domain; requires the payment of compensation. (*The Dictionary of Real Estate Appraisal*, 6th edition, Appraisal Institute, 2015, pg. 168).

Larger Parcel: In governmental land acquisitions and in valuation of charitable donations of partial interest in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use. (*The Dictionary of Real Estate Appraisal*, 6th edition, Appraisal Institute, 2015, pg. 127).

Part Taken: The portion of the larger parcel that is acquired. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 195).

Remainder: In eminent domain condemnation, that portion of a larger parcel remaining in the ownership of the property owner after a partial taking. (*The Dictionary of Real Estate Appraisal*, 6th edition, Appraisal Institute, 2015, pg. 195).

State Rule: In condemnation, the process of determining just compensation by estimating the value of the portion to be acquired as part of the whole property plus the net severance damages; may be referred to as a taking plus damages. (*The Dictionary of Real Estate Appraisal*, 6th edition, Appraisal Institute, 2015, pg. 220).

Damages: Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following: (a) the severance of the remainder from the part taken; and/or (b) the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken. (*California Code of Civil Procedure*, Section 1263.420).

In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. (*The Dictionary of Real Estate Appraisal*, 6th edition, Appraisal Institute, 2015, pg. 59). The loss in value to the remaining property as a result of a partial taking. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 194).

Benefits: Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken. (*California Code of Civil Procedure*, Section 1263.430).

In eminent domain valuation, the advantageous factors that arise from a public improvement for which private property has been taken. (*The Dictionary of Real Estate Appraisal*, 6th edition, Appraisal Institute, 2015, pg. 22). An increase in value to the remainder property subsequent to a taking for a public improvement. (*Principles of Right of Way*, 4th edition, International Right of Way Association, 2012, pg. 194).

Arm's Length Transaction: A transaction between unrelated parties who are each acting in his or her own best interest. (*The Dictionary of Real Estate Appraisal*, 5th edition, Appraisal Institute, 2010, pg. 12).

SCOPE OF WORK IN THE APPRAISAL

The scope of work undertaken in this appraisal refers to the type and extent of research and analysis that is performed in answering the appraisal problem and completing the assignment. An appropriate scope of work is determined based on input from the client and it leads to credible assignment results as measured within the context of the intended use of the appraisal. The scope of work includes the degree to which the subject property is identified and inspected, the type of data that is sought and the level of research that is performed, and the methods and extent of analysis that are applied to arrive at opinions and conclusions. Credible assignment results require support by relevant evidence and logic. (USPAP, Scope of Work Rule, Appraisal Foundation, 2016-2017 edition, pg. 14).

Subject Property Identification & Inspection

In this appraisal, the appraisers have sought to become as knowledgeable about the subject property and the market within which it operates as typical market participants would be. With this goal in mind, it is important to recognize that the appraisal is performed with a limited amount of data and that various legal, monetary, and time constraints may preclude the appraisers from making exhaustive investigations.

The following tasks and investigations have been performed:

- The assignment was ordered by Jason Ridenour, Economic Development and Housing Manager for the City of Porterville. He authorized the assignment by electronic mail and provided a legal description and plat of the taking for use in the appraisal.
- A *Notice of Decision to Appraise* letter was sent to the property owner on April 4, 2017 notifying them that the subject was to be appraised and offering them the opportunity to meet with the appraisers to discuss the appraisal. Greg Woodard responded to the letter and arranged for an inspection of the property.
- Mr. Woodard discussed the appraisal assignment and the current status of the subject property. A request was made for certain information that is relevant to the assignment, and he provided a copy of a conceptual site plan for the future development of the property.
- A personal inspection of the property was made by the appraisers on April 14, 2017 and Mr. Woodard was present along with his son-in-law, Nathan Zayas. The inspection included viewing the site from the fronting streets and various places on the property, taking detailed notes about site conditions, and photographing the property.
- The inspection also included a viewing of the proposed take area, which was identified by a plat map and reference to the existing tank site. Consideration was given to possible severance damages and/or benefits that would result from the taking and project construction and use.
- A title report provided by the City was reviewed to determine the current property ownership, a legal description for the property, and any significant encumbrances to the title. An ownership history going back a minimum of three years is researched, including any available details of recent sales, listings, or offers to purchase.
- Investigations were made into the applicable zoning and other land use restrictions impacting the use and development of the property.

Data Research

In an effort to properly understand the market in which the subject property operates, several additional steps have been taken:

- The surrounding neighborhood area has been visually inspected to identify existing land use patterns and trends, property conditions, potential market transactions, and other influences affecting the property.
- Demographic, regulatory, and economic data on the neighborhood, city, and region are collected from various governmental, Internet, and private sources to help in identifying trends that may be impacting the value of the property.
- Specialized research is made into the unique characteristics of the property's market segment to better understand the forces and factors that influence value and the current conditions affecting supply and demand.
- Discussions are held with various market participants to gain insight into current market conditions and transactions, including real estate agents, buyers and sellers, developers, and appraisers.
- Detailed market data is gathered in the form of property sales. Numerous sources of information are used to help identify this market data, including public document recordings, local multiple listing services, Internet resources and databanks, the appraiser's own files and databases, and contacts with active market participants.
- Efforts are made to verify all of the transactional market data with parties who are knowledgeable of the transactions. All of the data used in this appraisal is believed to be reliable and correct, and where inconsistencies or conflicting information is provided only the most trustworthy data is used.

Valuation Analysis

Once the necessary background information about the subject and its market area are gathered, the valuation analysis is performed. Because the procedures and methods used in valuing properties subject to possible condemnation are strictly governed and controlled by law and the courts, diligent efforts have been made to adhere to California Code of Civil Procedure Title 7, which is the Eminent Domain law, the California Evidence Code, and applicable case law that establishes precedents or rulings pertaining to various aspects of condemnation valuation. While the appraisers are not attorneys, numerous resources have been consulted and specialized appraisal training has been received in an attempt to adequately understand and properly apply the law as it pertains to the valuation of the subject property.

These steps are followed:

- The highest and best use of the property is analyzed. This analysis is based on logic, observed evidence, and the appraisers' experience in the local market.
- The nine-step State Rule of appraisal for partial acquisitions is followed. In following this procedure, the sales comparison approach to value has been performed.
- The results of the appraisal process are then communicated in a narrative style Appraisal Report that provides a concise presentation of the important facts and information having an impact on the value of the subject property.

EFFECTIVE DATE OF VALUE AND APPRAISAL REPORT

The effective date of value represents the point in time to which the appraisal analyses and opinions pertain, and in this report the date of value is April 14, 2017. The appraisers made a personal inspection of the subject property on this date and all assumptions and analyses used in the appraisal are based upon valuing the property as of this point in time. The concluded value is considered to be a current value estimate because the effective date is concurrent with the date that the appraisal report was prepared.

The date of the appraisal report is April 24, 2017. This is the point in time when the final value conclusions were established and the completed appraisal report was transmitted to the client. This date helps to establish the perspective of the appraisers in relation to the effective date of value.

ASSUMPTIONS AND LIMITING CONDITIONS

The assumptions and limiting conditions listed below are central to the valuation of the subject property and answering the appraisal problem. The list includes basic assumptions and limiting conditions that are typical of many appraisal assignments as well as any extraordinary assumptions or hypothetical conditions that are specific to the subject property and this assignment. This appraisal report and its conclusions should only be read and relied upon within the context of these items.

Basic Assumptions

1. The information and data reported in this appraisal have been obtained from sources that are deemed to be reliable. They are believed to be correct, but cannot be guaranteed by the appraisers. Sources such as government agencies, financial institutions, attorneys, accountants, appraisers, brokers, and buyers and sellers are believed to be true and correct unless conflicting information is discovered through another source. In cases of conflicting information, only reasonable and verifiable data is used, however, no responsibility for the accuracy of such information is assumed by the appraisers.
2. It is assumed that all information provided by the property owner and any persons employed by them is accurate and complete. This would include information about the subject property's physical condition, current and past economic performance, lease agreements, condition of title, and any other items or details that could potentially impact the property's valuation.
3. The effective date of value that applies to the opinions expressed in this report is set forth in the appraisal. The appraisers assume no responsibility for events, conditions, or circumstances that may subsequently arise and alter the economic or physical condition of the subject property and the opinions and conclusions stated herein.
4. No opinion as to title is rendered. Data on ownership and the legal description have been obtained from sources generally considered reliable. Title is assumed to be marketable and

free and clear of all liens and encumbrances, easements, and restrictions except those specifically expressed in the report.

5. It is assumed that the property is in full compliance with all applicable zoning and use restrictions unless otherwise indicated in the report. It is further assumed that the property is in complete compliance with all federal, state, and local laws and regulations governing environmental issues, unless otherwise indicated.
6. The property is appraised assuming it to be under responsible ownership and competent management. It is assumed that all required licenses, consents, and other legislative or administrative authority have been or can be obtained for any use on which the value estimate contained in this report has been based.
7. No encroachment of real property improvements is known to exist, and it is assumed that the utilization of the land and any improvements is within the boundaries of the property lines of the property described in this report, unless otherwise indicated.
8. It is assumed, unless indicated to the contrary in this report, that there are no hidden or unapparent conditions of the property, subsoils, or any structures that would render it more or less valuable. No responsibility is assumed for such conditions, and any reports provided to the appraisers by experts in these matters are accepted as true and correct.
9. No opinion regarding the value of subsurface oil, gas, or mineral rights is expressed. The property is not believed to be encumbered by easements nor rights to surface entry for the exploration or removal of such materials unless expressly stated.
10. Unless otherwise stated in this report, the existence of hazardous material substances, including without limitation asbestos, polychlorinated biphenyls, urea-formaldehyde, foam insulation, petroleum leakage, agricultural chemicals, or other potentially hazardous materials, which may or may not be present on the subject property, were not called to the attention of nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test or detect such substances. The presence of such hazardous substances may affect the value of the property. Unless otherwise indicated in the report, the value estimated in this appraisal is based on the assumption that no such hazardous substances exist on or in the property or in such proximity to it that would cause a loss in value. No responsibility is assumed for any such hazardous substances or for any expertise or knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. This appraisal report should not be considered an inspection report on the physical nature or condition of the property. The subject has been inspected on a casual level and no attempt beyond ordinary visual inspection has been made to determine the adequacy or condition of the property. The appraisers are not construction, engineering, environmental, or legal experts, and any statements given on these matters should be considered preliminary in nature.

Limiting Conditions

12. This appraisal is provided only for the purpose of property valuation and the appraisers are neither qualified nor attempting to go beyond that narrow scope. The reader should be aware that there are inherent limitations to the accuracy of the information and analysis contained in this appraisal.
13. The liability of the appraisers and the Hopper Company is limited solely to the client and only to the amount of the fee actually paid for the appraisal services. Any third parties not identified as intended users who rely upon this appraisal, its facts, or conclusions, do so at their own risk and waive the right to bring any action, directly or indirectly, against the appraisers or firm.
14. The appraisal report is a technical document designed to serve the specific needs of the client and any other intended users that are specifically identified. Other readers are cautioned that the report may not contain all of the information known by the appraisers concerning the subject property or the real estate market. While no factors considered to be significant have been knowingly withheld, there is a potential that information of importance to another reader may not be included in the report.
15. This appraisal is performed with a limited amount of data. These limitations arise from economic, physical, and legal constraints that prohibit the appraisers from making exhaustive investigations about the subject property, the real estate market, and the comparable data.
16. A reasonable attempt to gather, investigate, and verify the comparable data used in this report is made by the appraisers consistent with the efforts typically made by other real estate professionals operating in the local market. However, the analyses and conclusions contained in this report are subject to the accuracy of such data.
17. No opinion is intended to be expressed for legal matters or that which requires specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.
18. No engineering survey of the property has been made by the appraisers. Data relative to size, dimensions, and area are derived from sources deemed reliable. Maps, plats, and exhibits included in the report are for illustration only and should not be relied upon for any other purpose.
19. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the authors, particularly as to the valuation conclusions, the identity of the appraisers or firm with which they are connected, or any reference to the Appraisal Institute or to the MAI designation.
20. Possession of this report or any copy thereof does not carry with it the right of publication, nor may the same be used for any purpose by anyone except the appraisers, without the previous written consent of the appraisers, and in any event, only in its entirety.

21. No right to expert testimony is included with this report, and the fee for this appraisal does not include payment for pre-trial conferences, taking of depositions, exhibit preparation, expert witness fees, or other additional work beyond the initial scope of this assignment. If the appraisers are subsequently required to provide any such services, the client or party initiating the demand will be responsible for payment of expert fees associated with the time and effort needed to provide them.

Extraordinary Assumption

An extraordinary assumption is “an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.” Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of the data used in the analysis. (USPAP, Appraisal Foundation, 2016-2017 edition, pg. 3). The use of one or more extraordinary assumptions may affect the assignment results.

22. Information about the proposed project and its improvements and use, as provided by the City of Porterville, is relied upon in analyzing the damages and benefits the project will have on the subject remainder property in its after condition. It is an extraordinary assumption that this project information is comprehensive and that no substantive changes to the project will be made after the date of this appraisal report that would have a material impact on the opinion of just compensation.

Hypothetical Condition

A hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis. (USPAP, Appraisal Foundation, 2016-2017 edition, pg. 3). The use of one or more hypothetical conditions may affect the assignment results.

23. The valuation of the subject remainder property in its after condition is based on the hypothetical condition that the portion being taken has been severed from the larger parcel and the project has been constructed and is in use in the manner proposed as of the effective date of value for this appraisal.

JURISDICTIONAL EXCEPTIONS

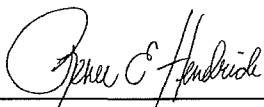
This appraisal has been developed to conform to the Uniform Standards of Professional Appraisal Practice (USPAP) as well as other laws. In instances where USPAP is in conflict with applicable laws, ordinances, administrative rules, or regulations, USPAP does provide the Jurisdictional Exception Rule as a means of allowing certain parts of the Standards to be disregarded without creating a violation or severing the balance of USPAP. The following jurisdictional exceptions are invoked as part of this appraisal.

1. The California Code of Civil Procedure in Section 1263.330 states that, “The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: (a) the project for which the property is taken; (b) the eminent domain proceeding in which the property is taken; or (c) any preliminary actions of the plaintiff relating to the taking of the property. This is contrary to USPAP Standards Rule 1-4 (f), which requires “When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions.” In this instance, the California law is followed and this section of USPAP is disregarded.
2. USPAP Standards Rule 1-2 (c) requires that, “When exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion.” The definition of market value required under Sections 1263.320 and 1263.330 of the California Code of Civil Procedure makes no reference to market exposure, so it may not technically be a USPAP violation, but no exposure time estimate is linked to the values concluded in this appraisal.

CERTIFICATION OF THE APPRAISAL

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- We have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, we have completed the continuing education program for Designated Members of the Appraisal Institute.
- We are competent to complete this appraisal assignment. Any steps necessary to achieve competency are disclosed in this report.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Renee E. Hendrick, MAI, R/W-AC, ARA
CA #AG040264 (expires 5/11/2018)



Keith J. Hopper, MAI, R/W-AC, AI-GRS
CA #AG002559 (expires 10/4/2018)

AREA AND SUBJECT PROPERTY DATA



HopperCompany
Real Property Valuation

REGIONAL AREA INFORMATION

The subject property is located in the city of Porterville, in Tulare County, California.

City of Porterville

Tulare County as a whole is located near the center of California in the heart of the Central Valley, a vast 450-mile long region that forms the interior of the state. While the Central Valley has long been overshadowed by the major metropolitan areas of Southern California and the Bay Area, it is now the fastest growing section of California and is a rich agricultural region that is often referred to as the “bread basket of the world.” The county of Tulare is one of eight counties comprising the southern Central Valley region of California and it is made up of eight incorporated cities and over 40 smaller unincorporated communities. Visalia is the largest city and the home of the county seat of government.



Porterville is located in the southern section of Tulare County along the foothill areas of the Sierra Mountains. The city is 24 miles southeast of Visalia along State Route 65 and some 51 miles north of Bakersfield, the two largest nearby cities. Porterville is also centrally located within

California being 165 miles north of Los Angeles, 171 miles east of the Central Coast, and 253 miles south of San Francisco.

Geography

Tulare County is situated between the Sierra Nevada Mountains to the east and the Coastal Mountains to the west. It covers nearly 4,935 square miles with about one-third of the area on the valley floor. The remaining land area is principally in the eastern section of the county and it consists of foothills, timbered slopes, and high mountains. Elevations vary from 270 feet above sea level on the valley floor to a peak of 14,495 at the top of Mount Whitney, the highest point in the continental United States.

The county is an area of superlatives and it serves as home to the nation's tallest mountain, the world's largest tree, the world's biggest dairy herd, and the oldest living thing on earth. The giant Sequoia trees, some of the largest and oldest living things, are found in the Sequoia National Park.¹



Location & Accessibility

Porterville is one of a relatively small number of medium-sized Central Valley communities that are not situated along State Route 99, the main corridor running through the heart of the state. Instead, Porterville lies some 30 miles to the east of Highway 99 at the intersection of State Routes 65 and 190.

¹ Tulare County Economic Development Corporation, www.sequoiavalley.com.

This remoteness gives Porterville a unique character, but it has also no doubt limited its growth in relation to other Valley cities.

Both Route 65 and Route 190 connect to Route 99, which makes for relatively good accessibility for both truck and passenger traffic. There are a number of major truck carriers that provide daily service to the area as well as overnight service to the major metropolitan areas of California. The nearest port facilities are the Los Angeles harbor some 168 miles to the south and the Stockton port situated 193 miles northward. General aviation and charter airplane services are available at the Porterville Municipal Airport.

Population Trends

In the decade of the 2000s, the Central Valley was a major growth section of California attracting thousands of new people to the area, but the current decade has seen a significant change in the rate of population expansion. Previously, the Valley was seen as a haven for young families and immigrants seeking new lives in a relatively affordable part of California. But between 2010 and 2014 more people moved out of the Valley than moved in resulting in an exodus of almost 35,000 people from Tulare, Kings, Fresno, and Madera counties. Despite the trend, Kings County was the only place to actually lose population (-1.8%) and because of the high birth rate Fresno County (+3.8%), Tulare County (+3.6%), and Madera County (+2.4%) combined to increase the region's population by 53,106 people overall to 1,729,582 residents. Job opportunities tend to drive where people locate and the Valley's future growth could depend in large part on whether or not the economic base can be diversified beyond just agriculture.²

California's Department of Finance placed Tulare County's population at 466,339 people as of January 2016 ranking it 18th in size amongst California's 58 counties. This is an increase of 1.03% or 4,750 people over the previous twelve months, and it distinguishes the area as the 14th fastest growing county in California. This level of growth is part of a trend being seen throughout the southern Central Valley, which saw three counties place in the top fifteen counties based on their percentages of increase. In the past five years, Tulare County's population averaged 0.91% annual growth and it has continued to increase every year for over 45 years.

Porterville registered a population of 60,070 people at the beginning of 2016 for an increase of 3,031 people or 5.31% for the year. This makes Porterville the fastest growing community, in terms of percentage of increase, in Tulare County for the year and also distinguishes it as the city with California's 12th biggest jump in population. This continues a trend of growth in Porterville, although much of the increase is attributable to annexations that brought more residents into the city limits. Over the past five years, Porterville has grown by 5,275 people or 9.63%, with a compound rate of 1.86% per year.³ It is expected that Porterville will continue to increase its population at a slow but steady pace over the next several years.



² Valley population keeps growing despite outward migration, Tim Sheehan, Fresno Bee, March 25, 2015.

³ California Department of Finance, www.dof.ca.gov

Economy & Industry

The San Joaquin Valley Leading Economic Index for March 2017 rose to a record high level and continued its streak of seven straight months of being above the growth-neutral threshold. This indicates an expansionary economy over the next three to six months. The monthly index, which is compiled from a survey of individuals making company purchasing decisions in the counties of Fresno, Madera, Kings, and Tulare, is considered a forward-looking indicator of where the local economy is headed over the near future. It evaluates employment, wholesale prices, inventories, business confidence, trade, and other components, with an index greater than 50.0 suggesting a positive future outlook in the coming months. The index for March 2017 was 61.2, up from the prior month's 60.2 reading. Prior to June 2016, the index had recorded 30 consecutive months of positive economic expansion, but throughout the summer months the readings were below 50.0 suggesting the local economy was slowing. Now, the index is back above the threshold, which is an encouraging bellwether. Much of this month's strength is attributed to solid manufacturing growth and an upturn in regional construction. The San Joaquin Valley has also experienced strong job growth that has outpaced the nation's employment gains.⁴

The primary industry in Tulare County is agriculture and in 2015 the county ranked as the highest grossing area in the United States with total commodity value of \$6.981 billion. This is a decline of -13.7% from 2014's production level of \$8.084 billion and represents the first time since 2009 that the crop value fell. Still, the production value in 2015 was the third highest in the county's history and over the past twenty years the valuation has grown an average of 4.66% per year.

Milk remains the county's leading commodity with a 2015 production value of \$1.718 billion, representing 24.6% of the total crop value, but its -32.4% decline for the year was the largest contributor to the overall loss. Livestock and poultry are the county's other billion dollar commodity with a value of \$1.023 billion, a drop of -4.9% for the year. Tulare County now produces over 250 different crops with 45 of these commodities generating annual income of over \$1.00 million each last year. Top crops in 2015 included milk, cattle and calves, oranges, grapes, almonds, tangerines, corn, silage, pistachios, and walnuts. Tulare County's crops provide food to more than 90 countries throughout the world.⁵

Farm-related employment represents around 27% of all jobs in Tulare County and it is perpetually the largest employment sector. Other sectors that make up the local economy include government (22%), retail trade (10%), manufacturing (8%), educational and health services (7%), leisure and hospitality (6%), professional and business services (6%), and construction (3%).

Labor & Employment

Tulare County's available labor pool was 206,100 people as of February 2017 with an unemployment rate of 12.1% for the month. This is down slightly from the prior month's jobless level, but is consistent with the 12.3% rate seen a year ago in February 2016. For the month, Tulare County ranked 54th out of

⁴ San Joaquin Business Conditions Index, Ernie Goss, Ph.D., Craig School of Business, California State University, Fresno, April 3, 2017.

⁵ 2015 Tulare County Agricultural Crop and Livestock Report, August 2016, Tulare County Agricultural Commissioner/Sealer.

58 counties in California for unemployment.⁶ Porterville's labor force stood at 24,100 workers in February 2017 with unemployment of 12.5% for the month.

A 2014 report by the Milken Institute, a non-partisan economic think tank, indicates that Tulare County had one of the Central Valley's best performing economies in 2013. The Visalia-Tulare-Porterville metropolitan area was ranked 99th amongst the nation's 379 MSAs based on its ability to create and sustain jobs. This is a major jump from the prior year's ranking of 168th and places Tulare County second only to Bakersfield in the Central Valley. The three industries that added the most employment were food service, administrative support, and ambulatory health care.⁷ By 2016, the Milken Institute report showed that the local MSA had remained relatively stable relative to the rest of the country with a ranking of 98th out of 379 MSAs.

Income & Cost of Living

According to the U.S. Bureau of Economic Analysis, the per capita personal income of Tulare County residents was \$36,551 in 2015. This is an increase of 1.9% from the prior year, but it remains -32.0% below the California average of \$53,741 per person. Tulare County now ranks 307th amongst 366 metro areas across the U.S. and 56th out of 58 California counties. Over the past ten years, the income level of Tulare County residents has risen an average of 3.5% per year, faster than the state's 3.1% annualized rate. Tulare County's per capita income is third amongst the surrounding six-county area, ahead of Kings, Madera, and Merced Counties, but behind Fresno and Kern Counties.⁸

A recent report by the Center for Business and Policy Research at the University of the Pacific in Stockton, California reveals that Tulare County has the highest poverty rate in the state at 28.1%. This is almost double the poverty rate in California as a whole at 15.3%. Nearly half of local families receive some form of assistance from the government.⁹

While it is evident that Tulare County and its communities are below the average effective incomes of California and the nation overall, this area is also somewhat lower with respect to the associated cost of living. Porterville's cost of living index stood at 86.7 in March 2016. This is well below the national average of 100.0 and other higher priced areas of California like Los Angeles (139.6), San Francisco (169.4), Sacramento (99.7), and San Diego (136.6).

Real Estate Market

The real estate market in Tulare County and Porterville is now in the midst of a solid recovery following a prolonged period of declining property values and stagnant activity. Coming on the heels of one of the market's greatest times of value appreciation and new development activity in 2003-05, the local market across all sectors turned downward in response to a recessionary economy. Residential properties were the first to experience weakness starting in 2006 followed by commercial properties in 2008. These weak market conditions persisted until the residential sector began to bounce back in 2012. Commercial and industrial properties have also begun to show some appreciation since 2013.

⁶ California Employment Development Department, www.edd.ca.gov.

⁷ *County performing well*, Kyle Harvey, Visalia Times-Delta Newspaper, January 22, 2014.

⁸ United States Bureau of Economic Analysis.

⁹ *Local poverty ranks highest in state*, Julissa Zavala, Porterville Recorder Newspaper, October 5, 2016.

Home values in the Tulare County real estate market peaked in December 2005 with a median house price of \$269,711, and the low point in the market was reached in April 2011 when house prices sat at a median level of just \$111,600. Since the low point of the trough, house values have recovered nicely and as of March 2017 the median value stood at \$210,000, a gain of 88.2%. Still, the market remains -22.1% below its peak. The median house value has increased \$12,000 or 6.1% in just the past twelve months.¹⁰

The *National Association of Home Builders/Wells Fargo Housing Opportunity Index* says that some 39.1% of Tulare County residents who earn at or above the median income level can now afford to purchase the median priced house as of the fourth quarter of 2016. This is a substantial improvement over the 13.1% affordability index that prevailed in the fourth quarter of 2006. Tulare County now ranks 193rd amongst 225 metropolitan areas across the country in housing affordability.¹¹

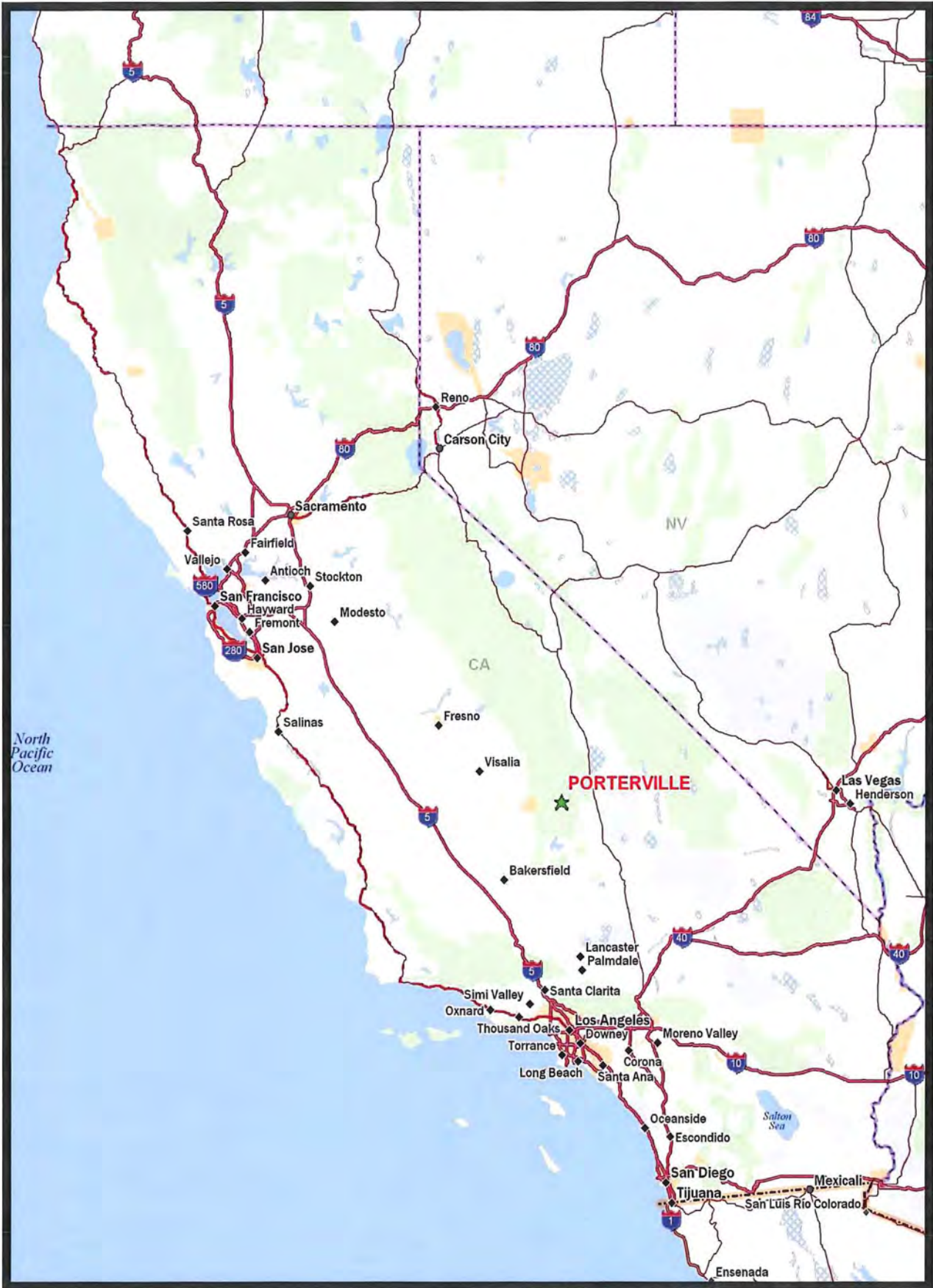
Local market conditions for commercial real estate have been tracking a similar recovery trend, but at a somewhat slower pace. The greatest gains are being seen in Porterville's retail sector with the office and industrial markets seeing less activity and value appreciation. New retailers that have entered the local market in recent years include PetsMart, Ulta Beauty, Panera Bread, Applebee's, and Les Schwab Tires. The Central Valley of California is generally considered a secondary or tertiary office market, and as a medium-sized city much of Porterville's office space demand comes from local and regional businesses and government entities. Larger national corporations tend to choose the bigger cities when searching for offices that can serve the Valley, and this limits the size of space that is commonly in demand in Porterville.

Conclusions

In general, Tulare County and its third largest city of Porterville are rural areas located in the center of California's Central Valley agricultural region. This is one of the more affordable places to live in the state and population growth has been slow but steady for well over a decade. Like many markets across the country, this area experienced a dramatic period of real estate value appreciation and new development activity in the mid-2000s followed by a substantial market correction that lasted for several years. More recently, the residential and retail sectors of the local market have posted solid recoveries and values continue to improve, while office values have stabilized but shown little upward movement over the past two years.

¹⁰ California Association of Realtors, www.car.org

¹¹ NAHB/Wells Fargo Housing Opportunity Index, National Association of Home Builders, www.nahb.org



CITY LOCATION MAP

NEIGHBORHOOD AREA INFORMATION

The neighborhood area in which the subject property is located is part of the northeastern section of the city of Porterville. It is on the leading edge of eastward urban growth for the city and includes lands that are both inside and outside of the current city limits.

Boundaries & Location

The boundaries that delineate this neighborhood are considered to be Plano Street on the west, Olive Avenue on the south, and the base of the foothills on the east and north sides.

This area is located one mile east of the downtown central business district of Porterville and 1½ miles east of the medical district surrounding the Sierra View District Hospital campus. The Porterville Airport, a municipal and small commercial facility, is situated four miles to the southwest of the neighborhood, while the industrial park is just one to 1½ miles to the southwest along Highway 190. The main campus of Porterville Community College also lies this same approximate distance to the southwest.

Major Roadways & Access

Access to this neighborhood area is provided by the perimeter streets that form its boundaries as well as from a number of significant roadways that bisect this area of town and connect it to the balance of the city. Two such streets of particular mention are Morton Avenue and Henderson Avenue. These are major east-west collector roadways that extend across much of Porterville, and while there are no streets that fully bisect the neighborhood, these two roadways provide some of the greatest accessibility throughout the area.

History of Development

The history of this neighborhood area is largely rural and it has been home to small farms, agricultural plantings, and rural residences that date back well over 100 years. Nearly 50 to 60 years ago, the first instances of higher density urban type development began to occur with the creation of several subdivision tracts just south of the neighborhood. These developments, mostly situated between Roby Avenue and Springville Avenue, include several hundred parcels that typically vary from ¼-acre to 10 acres in size. They were originally built outside of the city limits to county standards, which tend to be less restrictive.

Substantial portions of the neighborhood remained largely rural, with larger parcels of open land devoted to pastures and some permanent agricultural plantings. In the late 1980s, an ambitious proposal was put forth by local developers for a 366-acre master planned project along Olive Avenue west of Holcomb Street. The centerpiece of the project was to be an 18-hole championship level golf course surrounded by some 344 residential lots for new homes. In addition, the project was to have a mobile home park, residential condominiums, commercial lodging space, and some open space and greenbelts. This project was never built, however, and the land has remained largely vacant.

A significant change occurred in the late 1990s with the construction of the Granite Hills High School campus along Olive Avenue at Tulsa Street. This is Porterville's third and newest public high school and it has helped to open up the neighborhood area by providing greater accessibility and desirability.

Land Use Trends

At the present time, most of the neighborhood falls within the Porterville city limits, though growth has been somewhat slow to come to the area. The housing in the area ranges significantly in type and cost, and includes a mixture of permanent houses, mobile homes, and old, dilapidated rural structures. Many of the residents maintain domestic and farm animals like horses on their properties. This has traditionally not been considered to be a very desirable area of town, though newer development in the area is beginning to shift that perspective. Single-family residential zoning dominates nearly this entire area and it is clear that the City envisions this becoming primarily a residential neighborhood over time.

The residential development that has occurred has mostly taken place in the past 20 to 30 years. It includes some entry-level production housing on smaller lots as well as larger custom homes on big lots. Jasmine Ranch and Mountain View Estates are two such custom home developments that have been built on hills to provide sloping lots with views of the surrounding foothills to the east. These homes are typically valued at \$250,000 to \$1,000,000 and sit on lots of ¼-acre to one-acre in size. Lots in these projects have been slow to sell out, however.

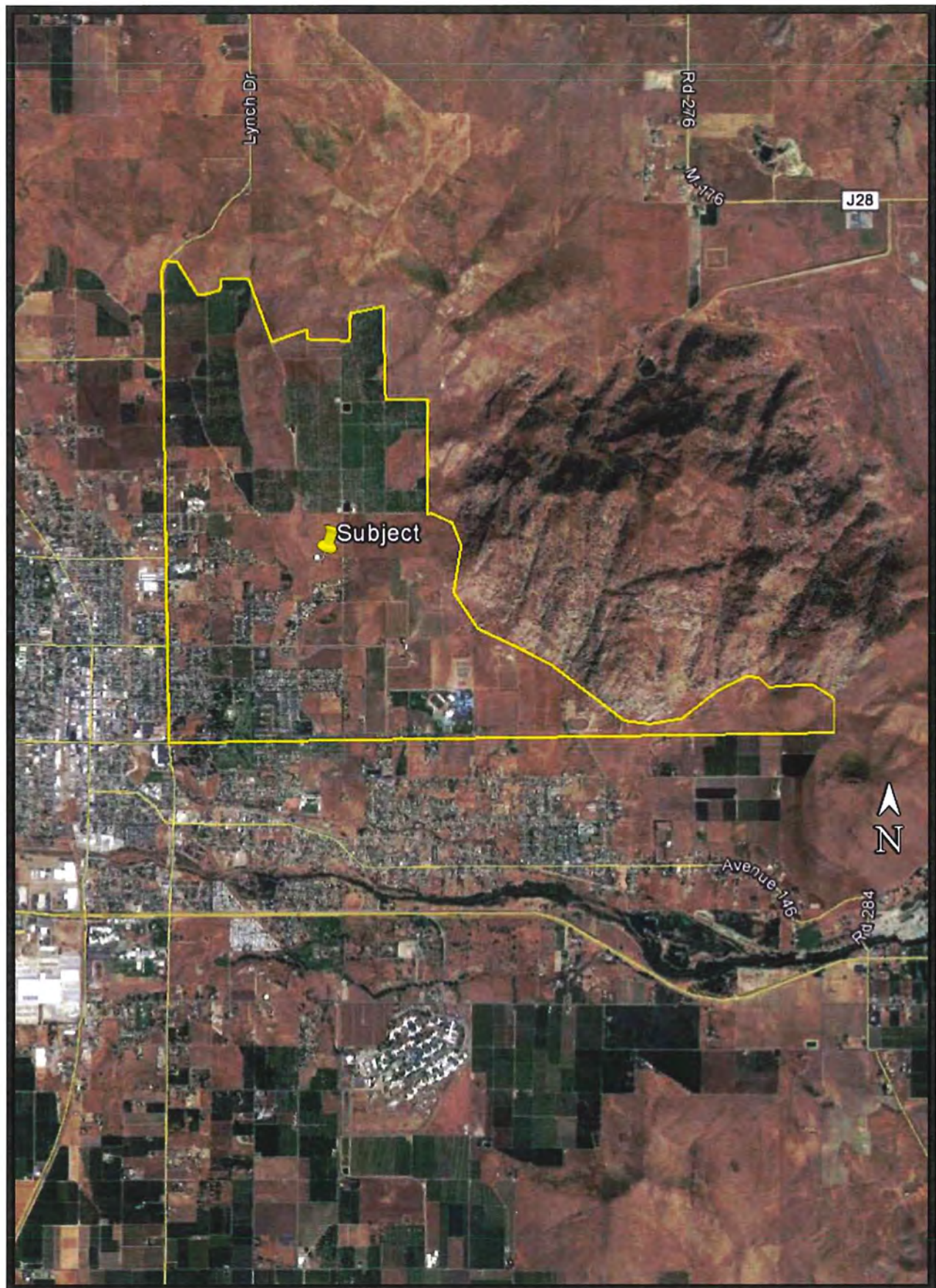
During the residential boom of the mid-2000s, there had been great interest from homebuilders who were seeking to build production housing subdivisions in this section of town. Numerous projects were proposed and mapped, including Red Haw Estates (180 lots), El Dorado Estates (180 lots), Crestview Park (45 lots), Sierra Estates (53 lots), and Canyon Springs (230 lots). However, none of these subdivisions was ever built because the market crashed and homebuilder and buyer interest evaporated.

Very little commercial development is found in the subject neighborhood. To the west and southwest, along the major arterial corridors, areas of commercial uses can be found. Quasi-public land uses in the surrounding area include the Porterville Cemetery, the Porterville Municipal Golf Course, a modern Latter Day Saints church, and as well as the previously mentioned Granite Hills High School. Large tracts of open land also exist and they are used for pastureland and small citrus groves.

Overall, it is expected that the trend toward urban residential development in the neighborhood will continue to take place slowly. Traditionally, homebuilders have considered the west side of Porterville to be the most desirable area for housing due to its flatter topography and more stable soil conditions, which allows for greater lot density and makes construction less expensive. In the future, as the availability of land in the west diminishes, the east could become more of a focus bringing greater balance to the city as a whole. It is likely to be several years, however, before developers are drawn back to the east side of town.

Adjacent Land Uses

The neighborhood to the south of this neighborhood area is similar in many ways and it is dominated by older low-quality rural housing and open land. To the north and east are the foothills, which provide ample open land for agriculture or pasture along with Lake Success. The area adjoining the subject to the west is much more urban in nature and it includes large areas of established housing and commercial uses within the city limits.



NEIGHBORHOOD AREA MAP

PROPOSED PROJECT INFORMATION

This property acquisition is being pursued by the City of Porterville as part of the *East Porterville Water Supply Project*. This is a joint project undertaken by the City, the County of Tulare, and the State of California to provide a permanent, safe, and reliable supply of household water to residents of East Porterville, an unincorporated community located along State Route 190 just east of the city of Porterville. This community is considered to be “ground zero” for the loss of clean water as private wells have gone dry during California’s historic drought that began in 2012. Along with the loss of water, the community is faced with deteriorating water quality as nitrate contamination has increased in the drying wells. The goal of the project is to provide water to all homes that do not have any.¹²

The City of Porterville has agreed to expand and extend its municipal water system to East Porterville and make connections available to these residents. To help supply the need, the City proposes to construct a new 1.20 million gallon water storage tank that will be located adjacent to an existing larger tank that the City operates. A 1.89-acre site is being sought that is adjacent to the north and west of the existing tank site and it will be used to enlarge the facility. The new tank needs to be set at the same base elevation and will have the same top elevation as the existing tank in order for the system to operate properly, but because the tank will be smaller in capacity it will have a smaller diameter. The two tanks will be connected by aboveground piping. Water for the tanks will come from an off-site municipal well and pump that is located elsewhere. Once operational, the new tank and piping is expected to create very little noise and should not be a disturbance to surrounding properties.

The enlarged facility site will be fenced around its perimeter for security and it will be landscaped. The existing access road will be used for ingress and egress to the site and no new roads are planned. Also, no new underground pipelines are to be installed. Dirt to cut and fill the sloping topography of the site will come from on-site material and no borrowing or dumping of dirt is to be done from the balance of the larger parcel.

¹² California Department of Water Resources, www.water.ca.gov

IDENTIFICATION OF THE LARGER PARCEL

The larger parcel represents the whole property from which a portion is to be taken in a partial acquisition. Properly identifying the larger parcel is an essential step in any appraisal involving a partial taking because it defines the scope of the assignment. The larger parcel may be all of one parcel, part of a parcel, or several parcels combined depending on the three unities of title, use, and contiguity. Unity of title refers to how ownership of the property is held, and it is usually required that the larger parcel be owned by the same individual or group of individuals. Unity of use implies that the parcel must be put to the same use or an integrated highest and best use with the property from which the partial acquisition will be taken. Finally, contiguity typically means physical proximity, although in some instances an actual physical connection is not necessary.

The following information pertains to and describes the larger parcel that has been identified as the subject of this appraisal.

Property Ownership

The subject property is owned by:

Greg L. Woodard and Cinda D. Woodard, Trustees of the Woodard Family Revocable Trust of
August 10, 2006
461 North Crestview Street
Porterville, California 93257

Ownership and Sales History

Title to the property has been held by the current owners for many years. The most transfer occurred in August 2006 when the vesting of title was changed to the owners' trust, but was not a sale. No other sales or transfers of title appear to have taken place in the past five years and the property is not currently listed for sale.

Legal Description

The following legal description details the subject property. It is taken from the preliminary title report prepared by First American Title dated March 17, 2017.

That portion of the South half of the Southeast quarter and of the Southeast quarter of the Southwest quarter of Section 19, and of the Northeast quarter of the Northwest quarter of Section 30, Township 21 South, Range 28 East, Mount Diablo Base and Meridian in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at a point on the North line of said Southeast quarter of the Southwest quarter of said Section 19, South 89° 50' 46" East, 1414.74 feet from the Northwest corner of the South half of

the Southwest quarter, said point also being the Northeast corner of the land described in Deed to Adrian Bulk, recorded June 23, 1967 in Book 2718, Page 494 of Official Records, thence South $13^{\circ} 13' 52''$ East, 1356.21 feet, more or less to a point on the South line of said Section 19; thence South $0^{\circ} 36' 32''$ East 1154 feet; thence South $3^{\circ} 06' 15''$ West 165.78 feet to a point on the South line of the Northeast quarter of the Northwest quarter of said Section 30, thence North $39^{\circ} 49' 43''$ East along said South line to the Southeast corner of said Northeast quarter of the Northwest quarter; thence North along the East line of said Northwest quarter to the Northeast corner thereof thence East along the South line of said Section 19 to the Southeast corner of said Section 19; thence North along the East line of said Section 19, to the Northeast corner of the South half of the Southeast quarter thereof; thence West of the Southeast quarter of the Southwest quarter of said Section 19 to the point of beginning.

Excepting therefrom that portion of the Southwest quarter of Section 19, and the Northwest quarter of Section 30, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows: Beginning at a point 635.00 feet West of the Northeast corner and on the North line of said Northwest quarter of Section 30; thence Northerly perpendicular to said North line, 110.00 feet; thence Westerly parallel to said North line 198.00 feet; thence Southerly perpendicular to said North line, 110.00 feet to a point on said North line, 198.00 feet distant from the point of beginning, thence continuing Southerly perpendicular to said North line, 110.00 feet; thence Easterly parallel with said North line, 198.00 feet, thence Northerly perpendicular to said North line, 110.00 feet to the point of beginning.

Also excepting therefrom that portion of the South half of the Southeast quarter of said Section 19, lying East of the following described line: Beginning at a point on the North line of the South half of said Southeast quarter, said point being 50 feet East of the Northwest corner thereof; thence South, parallel with the West line of the South half of said Southeast quarter to a point on the South line of said Southeast quarter, being 50 feet East of the South quarter of said Section 19, said point being the Southerly terminus of the line being described.

Also excepting therefrom any portion thereof lying within Lots 1 through 22 of Jasmine Ranch as per Map recorded in Book 35, Page 49 of Tulare County Records.

Also excepting any water rights, claims or title to water, whether or not shown by the public records.

The mentioned above property is also shown as the Remainder Parcel of Jasmine Ranch, as per Map recorded in Book 32, Page 49 of Tulare County Records.

Property Taxes and Assessment Data

The subject property may also be identified as Tulare County assessor's parcel numbers:

APNs 254-010-059 and 255-190-022

Beginning with the 1981-82 assessment roll, all real property in California is assessed at 100% of full cash value as determined by valuation of the county assessor's office. Full cash value is equal to the market value at the time of the most recent property transfer, or the 1975-76 assessed value, whichever is most current. These assessments may be increased by a maximum of 2% each tax year. If the property is sold or there are substantial additions or modifications made to the property, the assessor's office is required to reassess the property at current value levels.

The subject property is located in tax rate code area 004-059 and real property taxes in this area are currently based on a tax rate of 1.07478% of assessed value. The property has been assessed and taxed the following values by Tulare County for the 2016-2017 tax year:

Assessor's Parcel No.	254-010-059	255-190-022
Assessed Values:		
Land	\$176,625	\$120,000
Improvements	\$0	\$0
Fixtures	\$0	\$0
Personal Property	+ \$0	+ \$0
Gross Taxable Value	\$176,625	\$120,000
Less Exemptions	- \$0	- \$0
Net Taxable Value	\$176,625	\$120,000
Current Tax Rate	x 1.07478%	x 1.07478%
Total Property Taxes	\$1,898.24	\$1,289.70

The taxes indicated above are payable in two equal installments each due by December 10, 2016 and April 10, 2017, and both assessments appear to have been paid on time. There are no other known public or private assessments or bonded indebtedness levied against the property at this time.

PHYSICAL DESCRIPTION OF THE LARGER PARCEL

The subject larger parcel consists of two adjoining assessor's parcels of land that are located along the west side of Hillcrest Street, north of Jasmine Drive, in the city of Porterville. The property is vacant hillside land with no improvements, and it surrounds an existing 1.00-acre municipal water tank site owned by the City of Porterville.

The following descriptions and analyses detail the physical nature of the subject property in its condition prior to the partial taking. They are based on a personal inspection of the property on April 14, 2017 along with information taken from the published assessor's parcel map, a preliminary title report, and various online resources.

Land Description

The subject land is irregular in shape.

Site Dimensions & Size

According to the assessor's parcel map, the property has a maximum north-south width of 2,140.19 feet and a maximum east-west depth of 1,325.21 feet. The site contains a total land area of 46.95 acres, more or less.

Frontage & Off-Site Improvements

The subject property has a frontage of 1,959 feet along the west side of Hillcrest Street, which is only a partially paved roadway. It is an unfinished site with no curb, gutter, or sidewalk off-site improvements in place along the Hillcrest Street frontage.

Topography & Soil Conditions

The topography of the site is considered to be rolling, native foothill that slopes up from nearly 4 feet below the height of Hillcrest Street to as much as 200 feet above the road at its peak. It has not been graded, leveled, or compacted to support improvements.

According to the Web Soil Survey published online by the Natural Resources Conservation Service of the United States Department of Agriculture, the subject's soils consist of Cibo-Rock outcrop (45%, grade 4 – poor quality), Cibo clay (35%, grade 4 – poor quality), and Porterville cobbly clay (20%, grade 4 – poor quality). These soils are typical of this foothill area and because of their expansive qualities they often require special engineering to accommodate slab-on-grade building construction.

Drainage & Flood Zone

Drainage of the property appears to be adequate and no large pooling or ponding of water has been noticed on the site. Drainage of the land appears to follow the topography of the site with seasonal runoff toward the Hillcrest Street frontage and other low-lying properties that surround the property.

According to the flood insurance rate map prepared by the Federal Emergency Management Agency (FEMA), the subject property is in a 'X' flood zone. The applicable community panel no. is 06107C1655E, which was most recently updated on June 16, 2009. The 'X' zone denotes areas determined to be outside the 0.2% annual chance flood plain (500-year flood). This is not a special flood hazard area and properties in this zone are not typically required to carry flood insurance as part of a mortgage transaction.

Waterways & Natural Features

There are no waterways that openly traverse the subject property. Also, no protected tree or bush species, such as oak trees or elderberry bushes, or other distinctive natural features have been noticed on the property. However, the appraisers are not licensed as botanists, biologists, or geologists and do not have any specialized training in the identification of such natural features.

Utilities & Services

The subject property is completely within the Porterville city limits. Public utility services are available, but are not all in close proximity to the property. The providers include natural gas from SoCalGas; electricity from the Southern California Edison Company; telephone service from AT&T; and domestic water, sanitary sewer, storm water drainage, and trash collection from the City of Porterville. Municipal services include police protection from the Porterville Police Department, fire protection from the Porterville Fire Department, and street maintenance from the Porterville Public Works Department.

Access & Visibility

The subject receives adequate access and visibility from its frontage on Hillcrest Street. This roadway is only partial paved with asphalt along the property's east side, and additional work will be needed to build out the roadway in the future. Also, Jasmine Drive dead-ends into the property along its south side connecting it to the existing Jasmine Ranch subdivision. This street is planned for eventual extension into the property once it is developed. This alignment now serves as a dirt access road allowing the City ingress and egress to its existing tank site.

Easements & Encumbrances

A preliminary title report dated March 17, 2017 and prepared by First American Title Company has been reviewed for this appraisal. The report identifies two easements granted to the Southern California Edison Company for public utilities, and these are common in the local area. They do not tend to have a significant adverse impact on property values.

Mention is also made of a 15 foot temporary access easement granted to the City of Porterville to install, use and maintain an access road across the property. This easement dates to 1986 and appears to relate to the dirt road used to access the existing tank site. There was also a 10 foot wide easement for water line granted to the City at the same time, and it is believed to be for underground water pipeline that supplies the holding tank.

Environmental Conditions

No obvious visible signs of toxic materials, hazardous wastes, or other undesirable substances have been noticed on the site. However, the appraisers are not experts in this field and do not claim to have any special knowledge or ability with regards to the existence or detection of such materials. No phase one environmental site assessment report of the property has been provided for review.

The GeoTracker website published by the California State Water Resources Control Board does not indicate any known leaking underground storage tanks, land disposal sites, military sites, or other cleanup sites on the subject property. Also, there are no other properties located within a ½-mile radius of the subject that are listed on the website as being contaminated. Because no information to suggest possible contamination has been found, the subject site is considered to be environmentally clean throughout this appraisal.

Earthquake Fault Zone

The *California Alquist-Priolo Act* is designed to mitigate the hazard of earthquake fault-rupture by regulating and prohibiting the development of most structures for human occupancy near active fault lines. Cities and counties affected by Earthquake Fault Zones must regulate certain development projects within the zones and must withhold development permits until geologic investigations reveal that sites are not threatened by surface displacement due to earthquake faults. The *California Natural Hazards Disclosure Act* further requires sellers of real property and their agents to provide prospective buyers with a disclosure statement indicating whether or not the property lies within one or more state-mapped hazard areas, including Earthquake Fault Zones.

According to the current listing of affected areas, the county of Tulare is not a specified area and properties located within the county are not at risk due to Earthquake Fault Zones. Therefore, no restrictions are known to be placed on the property in regards to this act.

Bordering Properties

The property is bordered to the east and west by similar vacant residential foothill land. The property to the north is planted with citrus or is in the process of being redeveloped to citrus. To the south lies the first phase of the Jasmine Ranch subdivision, which includes 17 finished homes and five remaining vacant lots.

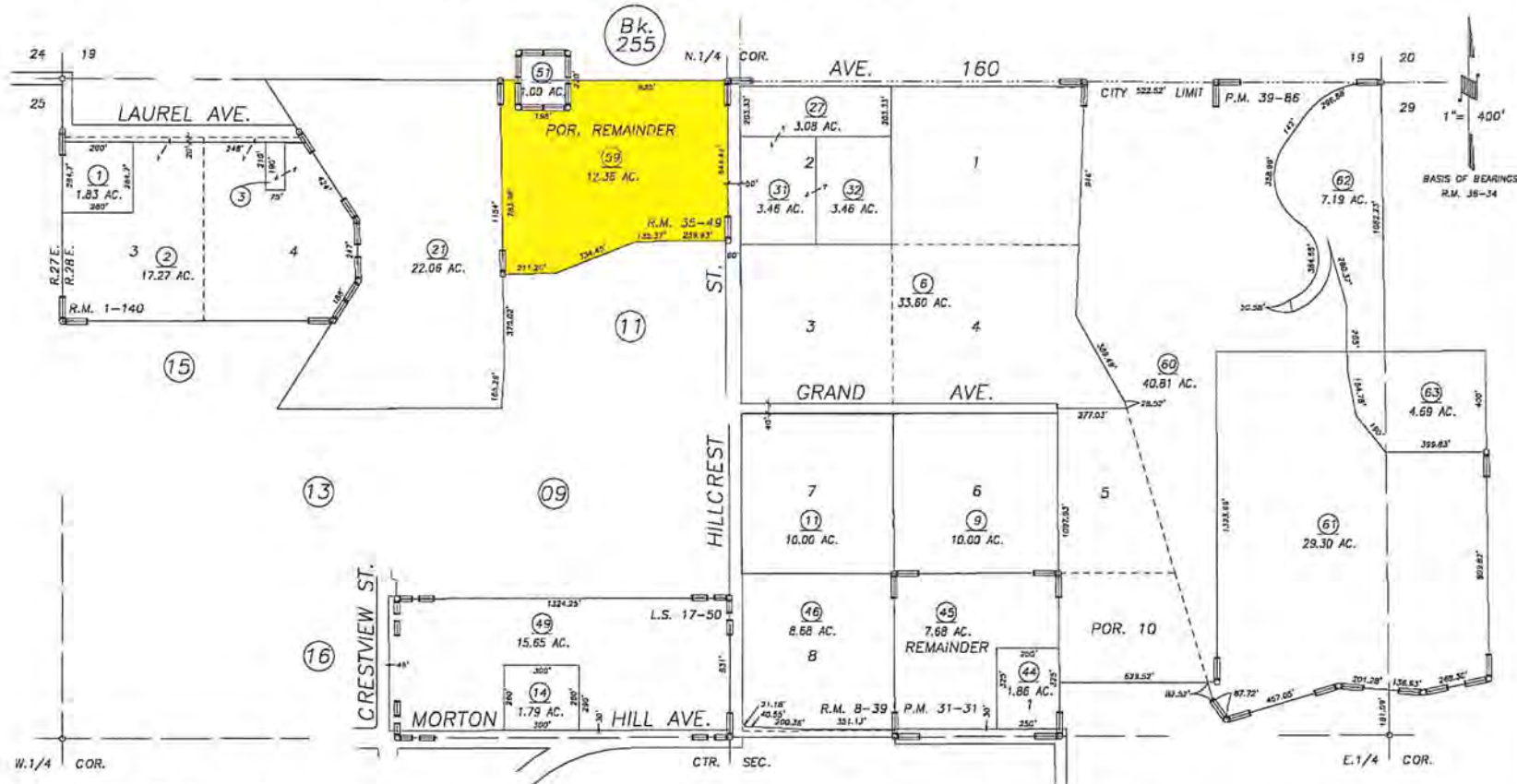
Personal Property

No items of personal property are included in this valuation of the real property.

ASSESSOR'S PARCEL MAP

N1/2 SEC.30. T.21S., R.28E., M.D.B.&M.

254-01



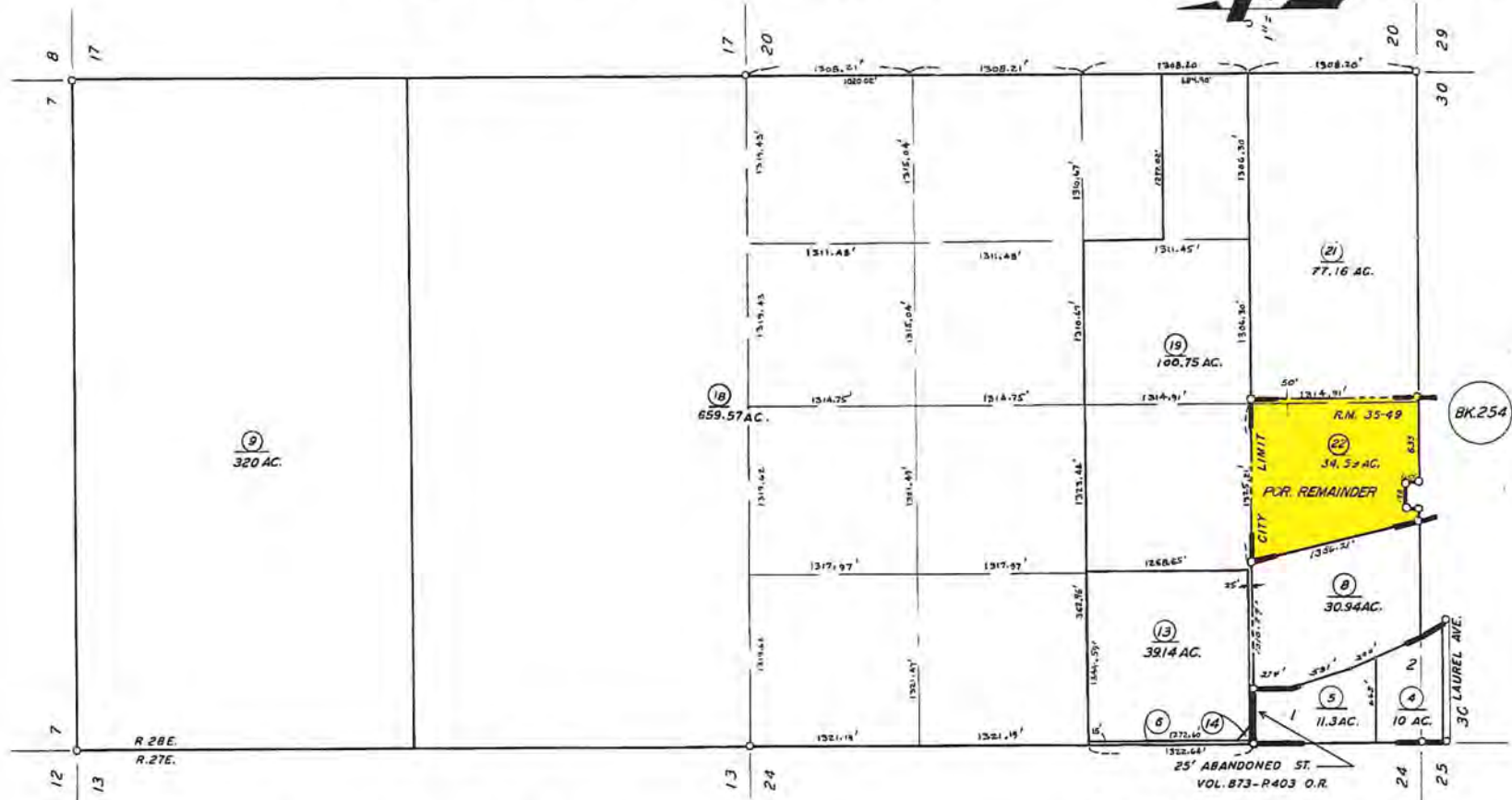
POR. A.R. HENRY'S SUB., R.M. 1-140
 POR. MONACHE TRACT, R.M. 8-39
 RECORD OF SURVEY, L.S. 17-50
 POR. JASMINE RANCH PHASE 1, R.M. 35-49
 PARCEL MAP 3030, P.M. 31-31
 POR. REVERSION TO ACREAGE, P.M. 39-86

CITY OF PORTERVILLE
 ASSESSOR'S MAPS BK.254 , PG.01
 COUNTY OF TULARE, CALIFORNIA, U.S.A.

ASSESSOR'S PARCEL MAP

SEC'S. 18, 19, & POR. 30, T.21S., R.28E., M.D.B.&M.

255-19

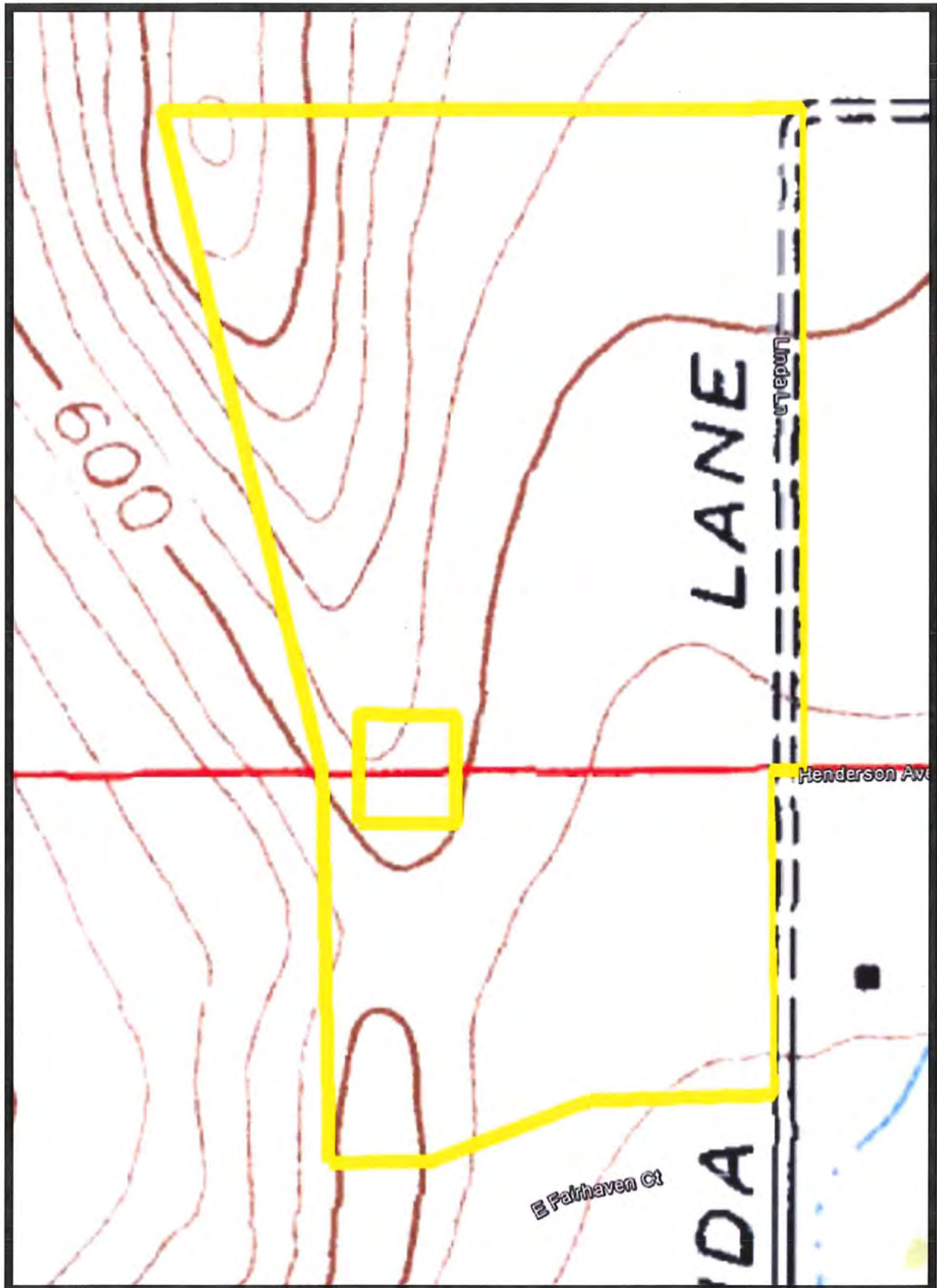


POR. A.R. HENRY'S SUB. R.M. 1-140.
RECORD OF SURVEY, L.S. 11-15 (ALL SEC. 19)
POR. JASMINE RANCH PHASE ONE, R.M. 35-49

VICINITY OF PORTERVILLE
ASSESSOR'S MAPS BK. 255, PG. 19.
COUNTY OF TULARE, CALIF.

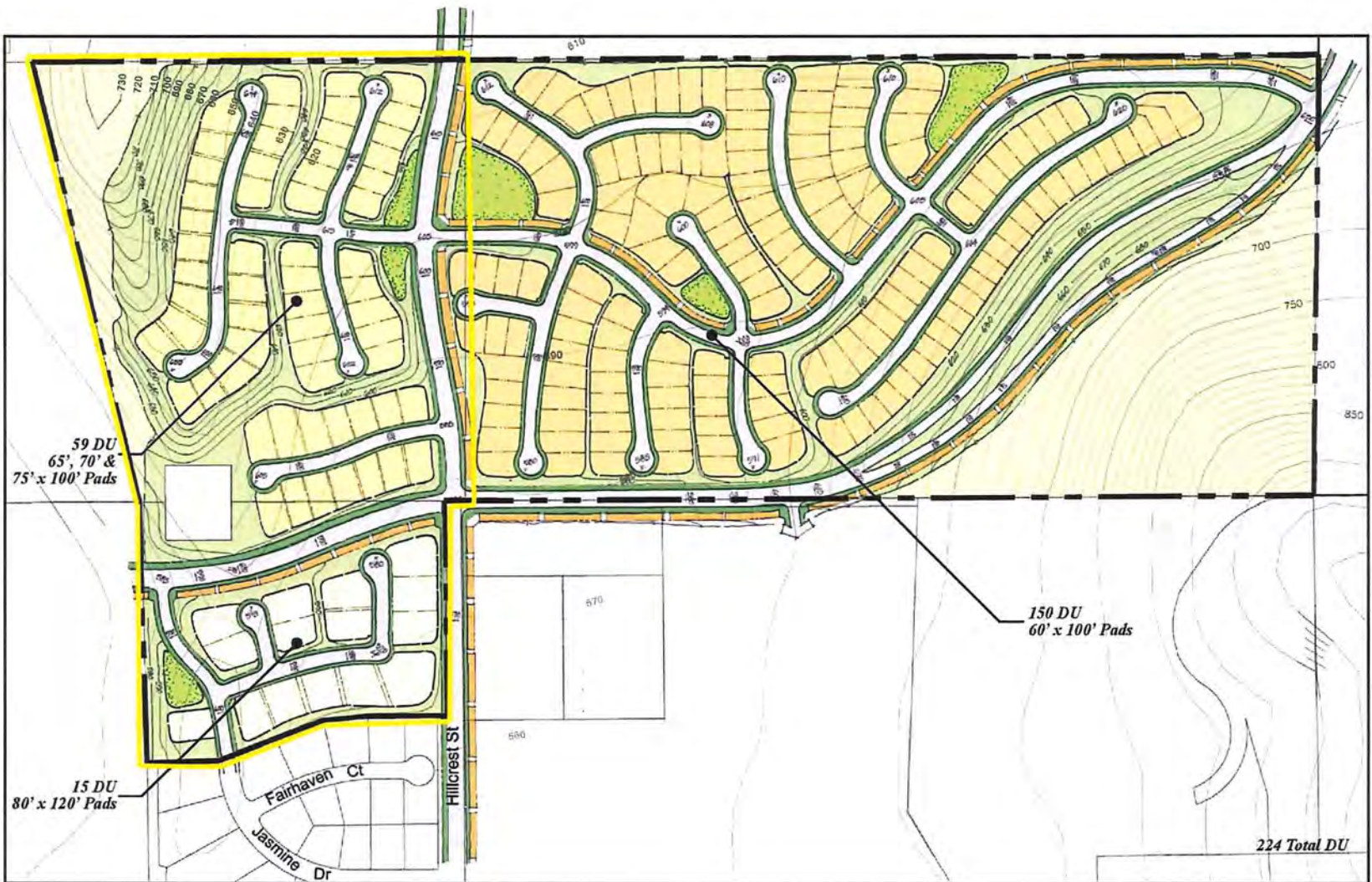


AERIAL PHOTOGRAPH



TOPOGRAPHICAL MAP

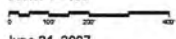
CONCEPTUAL PLAN FOR FUTURE DEVELOPMENT



Prepared For:
The City of Porterville



Scale: 1"=100'



June 21, 2007

Alternative D
HILLCREST PROPERTY



Street scene looking north on Hillcrest Street.
The subject is visible on the left side.



View of the subject property looking
northwesterly from the southeast corner.



View looking west from Hillcrest Street
towards the peak of the property.



View looking west from Hillcrest Street
along the property's north boundary line.



View looking north towards the subject
from the terminus of Jasmine Drive.



View of the subject property and the
existing tank site along the dirt access road.

ZONING AND PROPERTY RESTRICTIONS

The use and development of the subject property are governed by the following restrictions.

Zoning Ordinance

The subject property is zoned RS-2 by the City of Porterville as being within a low density residential zone. This is one of several residential zones available in the city and it is designed for low density concentrations of single-family dwellings. More specifically, the RS-2 zone is to provide areas for attached or detached single-family homes with a maximum residential density of 7.5 units per acre.

Land Use Restrictions

Uses that are permitted in the RS-2 zone include single-family dwellings, small family day care homes, residential care facilities, public park and recreation facilities, communications antennas and transmission towers, minor utility installations, home occupations, second dwelling units, and animal keeping. If a conditional use permit is obtained, then it may also be possible to have mobile home parks or religious facilities.

Development Standards

Development standards that are set for the RS-2 zone include:

1. Building Height – 35 feet maximum.
2. Lot Standards:
 - a. Lot Area – 6,000 square feet minimum.
 - b. Lot Width – 60 feet minimum.
 - c. Lot Depth – 75 feet minimum.
 - d. Lot Density – 7.5 lots per acre maximum.
3. Yard Setbacks:
 - a. Residence Front – 15 feet minimum.
 - b. Porch Front – 10 feet minimum.
 - c. Garage Front – 20 feet minimum.
 - d. Interior Yard – 5 feet minimum.
 - e. Street Side – 10 feet minimum.
 - f. Rear – 10 feet minimum.
4. Lot Coverage – 45% maximum.
5. Off-Street Parking – two spaces per dwelling unit in an enclosed garage or carport.

Hillside Zone Overlay District

Along with the underlying single-family zoning, the subject property also has an HZ hillside zone overlay. This district overlay is established to achieve the City's objective of facilitating and permitting the orderly development of property within the hillside areas of Porterville by setting development standards aimed at protecting natural resources, recognizing the inherent value of hillside properties, allowing

development based on available infrastructure and the geographic steepness of terrain, and optimizing the use of sensitive site design measures.

To this end, additional plans are required to be approved prior to development, including a topographical map, grading plan and cut and fill map, slope analysis map, future house plotting map, geological and biological resources surveys, architectural and landscape design guidelines, and visual simulations.

A hillside development permit must be obtained for any subdivision of land, lighting of sports courts, construction of detached garages or accessory structures, or installation of stables or corrals for private animal containment.

Conclusions

The subject property and the surrounding open land is within the city limits of Porterville and is zoned RS-2 for low density residential development. Additionally, much of the neighborhood is also within the Hillside Zone Overlay District due to the sloping nature of the land in that area. This overlay district adds an additional level of permitting and approval that residential development land on the flat valley floor is not subject to. Until a plan is submitted to the City of Porterville for approval it is difficult to determine the exact density that the subject property is capable of supporting without additional engineering work. At the current time, the property does not have any other development entitlements in place.

HIGHEST AND BEST USE OF THE LARGER PARCEL

Once the pertinent information about the subject property and the market in which it operates is understood, the next step in the appraisal process is to analyze the highest and best use of the property. Highest and best use may be defined to be that particular use or types of uses that are legally and physically permissible and for which there is sufficient demand that results in the most probable or most valuable use of the property.

The purpose of a highest and best use analysis is to determine the optimal or most likely use of the property. Once a logical conclusion is reached, the appropriate valuation approaches can be applied to estimate a value for the property interest being appraised. A proper highest and best use analysis provides the foundation for an accurate and market-oriented valuation of the subject property.

The highest and best use of the property is analyzed in two steps. First, the most probable use of the land as though vacant and unimproved is considered. Then, the analysis is performed again focusing on the property as it is improved and comparing this use to the optimal improvements. In each step four separate criteria are considered, including those uses that are legally permissible, physically possible, financially feasible, and maximally productive.

Because the subject property consists of vacant land only, there is no need to perform an analysis of the property as improved for this appraisal.

In an appraisal involving a partial taking two separate and distinct highest and best use analyses are performed. The first analysis is detailed below and it considers the highest and best use of the larger parcel in its condition before any taking. No consideration is given to any project enhancement or condemnation blight that may cause the property to increase or decline in value in anticipation of the project or a condemnation action. Later in this report, a second analysis is performed to estimate the highest and best use of the remainder property in its condition after the taking has occurred.

Land As Though Vacant Analysis

The RS-2 zoning that is applied to the subject property is primarily intended for the development of single-family residential homes, but other compatible uses like day care facilities, parks, and churches are also allowed. The HZ hillside overlay zone recognizes the unique nature of hillside properties in Porterville and it imposes significantly more requirements and restrictions on the development of such lands. Any use of the subject property must comply with these public land use regulations and development standards as well as obtain necessary government approvals and permits.

At 46.95 acres in size, the subject property is large enough to support a new residential subdivision development that creates multiple lots. However, other physical characteristics of the site make this challenging, including the sloping hillside topography and the rocky clay soils. Significant off-site work would be needed as part of an urban development project as well, like the full build out of Hillcrest Street and extension of utility services. Alternatively, the land could be farmed. Field crops that can be dry land farmed are most likely, although permanent plantings like citrus are possible if an irrigation water source is developed.

While the residential market in Porterville has shown some improvements in recent years, most of the new development activity is taking place on the west side of town where land tends to have a flatter topography and soils are more stable. Virtually no new subdivision activity is taking place on the east side where the sloping topography and expansive clay soils of many properties pose added costs and challenges to development. Vacant lots are still available in this neighborhood area and their very slow pace of sale suggests that homebuyer demand is soft at best.

Therefore, the maximally productive use of the property would be to hold it for a period of time while waiting for market conditions to improve and the financial feasibility of new residential subdivision development to become more assured. In the meantime, farming of the property would be appropriate to help control the growth of weeds and provide some interim income to help offset holding costs.

The highest and best use of the land as though vacant is to hold it in anticipation of future residential development opportunities once market conditions warrant such a project. The property could be left vacant and fallow or perhaps it could be farmed in some capacity in order to provide an income stream that will reduce the holding costs of the property.

DESCRIPTION OF THE PART TAKEN

The following descriptions detail the portion of the subject larger parcel that the City is seeking to acquire for the proposed project.

Legal Description of the Part Taken

The legal description below has been provided by the City of Porterville.

That portion of the Remainder parcel of Jasmine Ranch, Phase One Subdivision, as shown on map filed in Book 35 of maps, at page 49, in the Tulare County Recorder's office, situated in the Southeast quarter of the Southwest quarter of Section 19, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

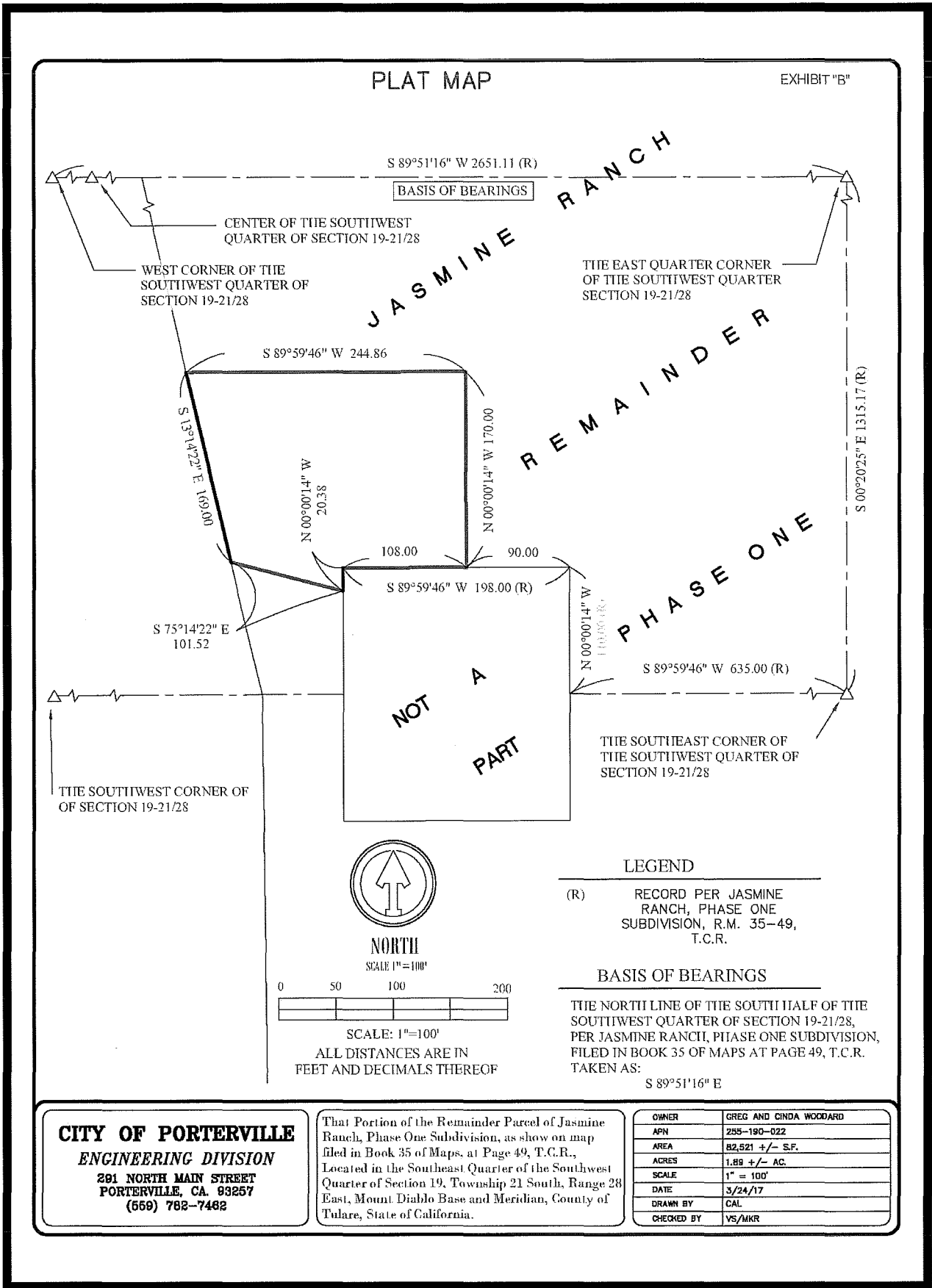
Commencing at the Southeast corner of the Southeast quarter, of said Southwest quarter: thence, South 89° 59' 46" West, along the south line of said Southeast quarter of the Southwest quarter, 635.00 feet, to a point in the east line of that portion designated as "Not-A-Part" parcel as shown on said Jasmine Ranch, Phase One Subdivision; thence, North 00° 00' 14" West, along said east line, 110 feet, to the Northeast corner of said "Not-A-Part" parcel; thence, South 89° 59' 46" West, along the north line of said "Not-A-Part" parcel, a distance 90.00 feet, to the POINT OF BEGINNING;

Thence, North 00° 00' 14" West, a distance of 170.00 feet; thence, South 89° 59' 46" West, 244.86 feet to a point in the west line of said Remainder parcel; thence, South 13° 14' 22" East, along said west line, a distance of 169.00 feet; thence, South 75° 14' 22" East, 101.52 feet, to a point in the west line of said "Not-A-Part" parcel; thence, North 00° 00' 14" West, along said west line, 20.38 feet, to the northwest corner thereof; thence, North 89° 59' 46" East, along the north line of said parcel, 108.00 feet, to the Point of Beginning.

Basis of Bearing for the parcel described herein is the North line of the South half of the Southwest quarter of said Section 19, Township 21 South, Range 28 East, taken as South 89°51'16" East per Jasmine Ranch, Phase One Subdivision filed in Book 35 of maps, at page 49, in the Office of the Tulare County Recorder.

Physical Description of the Part Taken

The take area adjoins the north and west sides of the existing tank site and it extends along a portion of the west boundary line of the larger parcel. It is irregular in shape with a maximum north-south width of 190.38 feet and a maximum east-west depth of 244.86 feet. Altogether, it contains 82,521 square feet or 1.89 acres of land area. The topography in this area slopes downward to the west and upward to the north of the existing tank site, and the soils are rocky. There are no improvements found within this take area.



ENGINEER'S PLAT OF THE PART TAKEN



View of the take area looking north from the northern side of the existing tank site.



View of the take area looking northwest from the west boundary of the existing tank site.



View of the take area looking west down the slope
from the west side of the existing tank site.



View of the existing tank site
looking south from the new take area.

DESCRIPTION OF THE REMAINDER PROPERTY

The remainder property is what is left of the subject after the part taken has been acquired. It represents the legal and physical property that the owner retains after the portion is severed and the project is built and used in the manner proposed. This description is based on the hypothetical condition of the property as if the project is completed and is being used in the manner proposed.

Analysis of the Remainder Property

In the after condition, the remainder property will be only slightly smaller at 45.06 acre. This is still large enough to support a future residential subdivision development or an interim farming use of the land. The shape of the property will be altered, but no uneconomic remnants will be created. No new utility services will be extended to the property for its benefit and access to the property will remain the same.

The new water storage tank will be similar in design and construction to the existing tank, although it will be somewhat smaller. This is an expansion of an existing facility, and while it will be bigger overall the tanks and piping are not expected to create a noise nuisance. The visual obstruction will be increased, but this should not adversely affect the land value. Overall, no severance damages or benefits to the remainder are anticipated.

HIGHEST AND BEST USE OF THE REMAINDER PROPERTY

The highest and best use of the remainder property is the second of two highest and best use analyses that are performed in this appraisal. While the first analysis dealt with the larger parcel prior to any takings for the proposed project, this analysis focuses solely on the remainder property under the hypothetical assumption that the partial acquisition has occurred and the project has been constructed. It is proper and appropriate in this analysis to give full consideration to the impacts that the project will have on the remainder property, both beneficial and detrimental. This analysis is often more difficult to perform because the property must be viewed in its hypothetical condition after construction of the project and its use in the manner proposed.

Land As Though Vacant Analysis

The highest and best use of the remainder land as though vacant will not change as a result of the taking and project construction and use. It will still be to hold the property in anticipation of future development opportunities and perhaps farm the land in the interim to help offset holding costs.

ANALYSIS OF DATA AND CONCLUSIONS



HopperCompany
Real Property Valuation

METHOD OF VALUATION

The purpose of this appraisal is to provide an opinion of the fair market value of the fee title interest in the portion of the subject larger parcel that is to be taken, together with any net damages to the remainder property. This valuation will serve to assist the client in determining the just compensation to be paid for the partial taking.

In determining this estimate of just compensation a strict set of procedures known as the State Rule is used. In California, these procedures have been established as a means to facilitate proper and accurate estimates of value for compensation. The State Rule procedures encompass nine logical and progressive steps that lead to the appropriate value conclusions. These steps include:

1. Value of Larger Parcel Before the Taking	\$ _____
2. Value of the Part Taken as a Part of the Whole	– \$ _____
3. Value of the Remainder as a Part of the Whole	= \$ _____
4. Value of the Remainder After the Taking Without Benefits	– \$ _____
5. Severance Damages to the Remainder	= \$ _____
6. Value of the Remainder After the Taking With Benefits	\$ _____
7. Benefits to the Remainder (step 6 - step 4)	\$ _____
8. Net Damages to the Remainder (step 5 - step 7)	\$ _____
9. Total Just Compensation (step 2 + step 8)	\$ _____

Steps 1 through 3 deal with the larger parcel in its condition prior to any influence or acquisitions by reason of the proposed project. Steps 4 and 5 focus on the property in its after condition once the part taken has been severed and the project constructed in an effort to determine any damages that are caused to the remainder. Steps 6 and 7 also value the remainder property in the after condition, but in this instance attention is focused on any benefits that will accrue to the property due to the project. Step 8 compares the damages found in step 5 with the benefits derived in step 7 to provide an indication of any net severance damages that will remain once benefits are used as an offset. Finally, step 9 provides the total just compensation estimate for the partial taking by adding the value of the part taken from step 2 to the net damages to the remainder from step 8.

Each of these steps and the valuation approaches they employ are outlined in detail in the following sections of this report.

VALUE OF LARGER PARCEL BEFORE THE TAKING

Step 1

The first step in applying the State Rule of valuation for partial takings is to value the larger parcel before the acquisition. In valuing the larger parcel, both California and federal law require the appraisal to disregard any decrease or increase in the market value of the property, prior to the date of valuation, that is caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that which is due to physical deterioration within the reasonable control of the owner.

The sales comparison approach is used to value the larger parcel. The cost approach is not included because there are no building improvements that contribute to the overall property value. The income capitalization approach is also excluded because there is no lease agreement in place and land properties like the subject do not typically sell based on their rental income producing potential.

Sales Comparison Approach

The practice of making comparisons between the subject and the market in which it is located is central to all of the appraisal process, but in no method of valuation is this practice more prevalent than in the sales comparison approach. The sales comparison approach is based on the principles of supply and demand, substitution, and balance, and these principles often lead market participants to value properties on the basis of the prices being paid for other similar properties in the local market.

On this basis, the sales comparison approach seeks to value the subject property by comparing it to other similar properties that have recently sold, are currently under contract to be sold, or are actively being marketed for sale. Once appropriate market data is identified, comparisons and adjustments are made in an effort to equate the data to the subject property and provide an indication of its value.

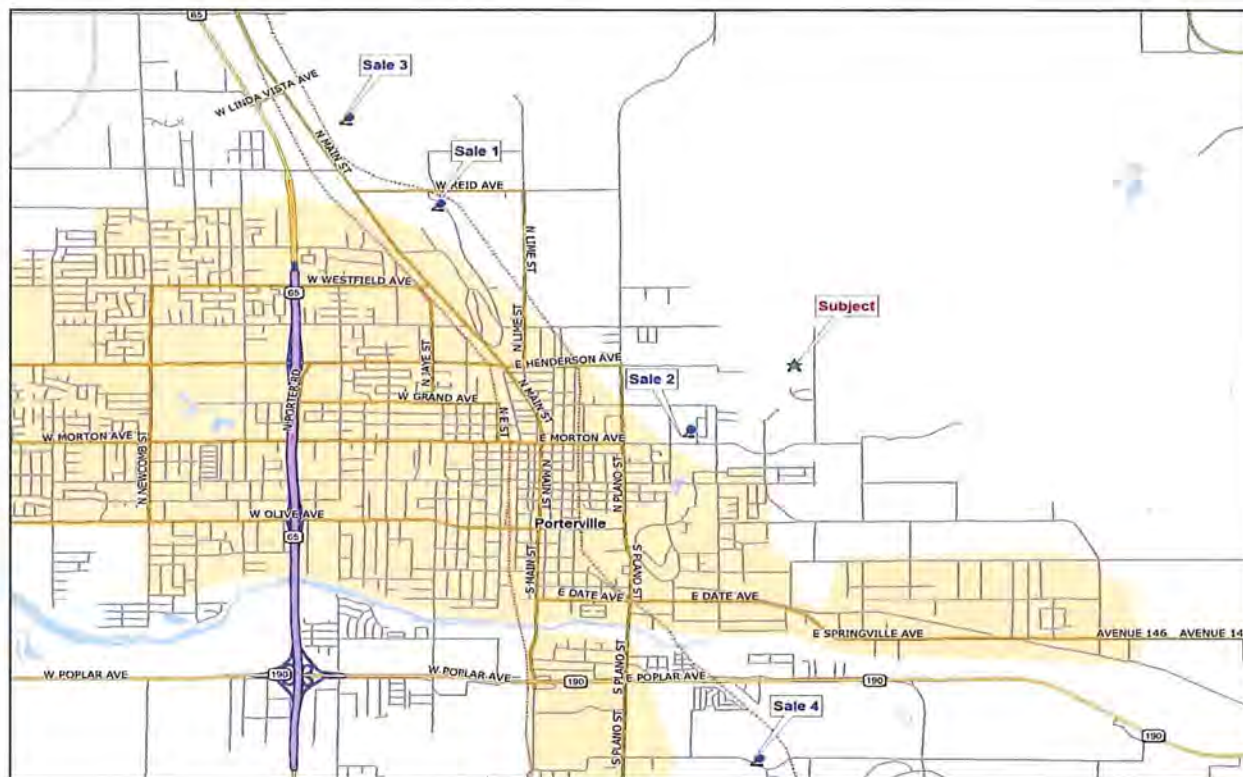
Comparable Land Sales

The search for comparable land sales for use in this appraisal began in the subject's surrounding neighborhood area and was expanded to include other areas of Porterville as well in order to have adequate data for proper comparisons and analysis. In the end, a total of four closed sales are selected. These data items are referred to in this report as sale nos. 1 through 4. Each is described below along with a map showing their location relative to the subject.

In summary, the sales took place between February 2016 and November 2016. The land parcels vary in size from 7.99 to 24.36 acres and they sold in a price range from \$10,513 to \$41,320 per acre. Three of the four sales have similar hillside topographies to the subject and are located near existing City water tank sites.

Sale no. 1 represents vacant land that is located on the northern edge of Porterville. The property occupies the southwest and southeast corners of Reid Avenue and Scenic Drive. While it is within the city limits and is zoned RS-1 for very low density residential uses, the surrounding neighborhood is mostly rural in character with active agricultural production and some scattered rural homesites. The parcel contains 9.21 acres and it has a sloping topography that drops off to the north. The land had

previously been farmed with citrus, but all trees had been removed some time ago and there was no well or other source of irrigation water. Soils include a mix of Cibo clay (69%, grade 4 - poor) and Porterville clay (31%, grade 3 - fair). No off-site improvements are installed and the only public utilities that are available are electricity, natural gas, and telephone. The buyers are investors who paid \$235,000 all cash or \$25,516 per acre at closing in February 2016. They owned other adjacent parcels and wanted this property to include with their proposed citrus ranch development. The property was not on the market for sale, but they approached the owner and made a deal.



Sale no. 2 refers to a 9.62-acre property that is located at the northeast corner of Morton Avenue and Park Street, in Porterville. The property has a single land parcel and it is zoned RM-3 for high density multifamily residential uses. Curb, gutter, and sidewalk are installed along the property's Morton Avenue frontage, but no off-site improvements are in place on the Park Street exposure. All public utilities are available with both water and sewer lines in Morton Avenue in front of the property. Public water service has been extended to the property, but septic systems are used by the three older houses that occupy the site. There are also an old domestic well and agricultural well, but they were not functional. The property is zoned RM-1 for low-medium density residential uses, which allows a density of up to 11.3 dwelling units per acre. There are three rental houses that were bringing a total of \$2,300 per month in gross rents. The buyers are local investors who paid all cash using proceeds from an exchange, but they were not motivated in this purchase. Prior to inspecting the houses, they agreed to a purchase price of \$400,000 and while in escrow a \$2,500 credit was negotiated from the seller for some needed repairs to the houses. Before the sale, the property was listed at an asking price of \$456,840 for five months.

Sale no. 3 is comprised of five adjoining parcels that combine to form an irregular-shaped property with 24.36 acres of land area. The property is located along the east side of Main Street, north of Grand

Avenue, in Porterville. It is within the city limits, but is at the northern edge of town in a neighborhood that is still largely rural in character with active farming going on. An RS-1 zoning is applied by the City for very low density residential uses, but no subdivision activity is taking place in the area. The property is vacant land with a sloping hillside topography and the soils include Porterville clay (84%, grade 3 - fair) and Cibo clay (16%, grade 4 - poor). It does not have its own water source for irrigation. The property was not listed for sale, but the buyers approached the owner and a deal was made. The buyers own an adjacent citrus grove and plan to develop additional citrus plantings on this ground. They had stock in two water companies along with an interest in a small off-site well, and they felt that this gave them sufficient water to irrigate the property. Initially, a price of \$25,000 per acre was agreed to, but while in escrow the seller sought a higher price and the parties agreed to raise it to \$661,000 or \$27,135 per acre. At the closing, the buyers put down \$350,000 and borrowed \$311,000 in a new loan from a third party. A 1.88-acre portion of the property is a narrow strip that is former railroad corridor, and the buyers planned to sell it to a neighboring owner at their cost.

Sale no. 4 refers to the sale of two parcels of land located across the street from each other at the northwest and southwest corners of Worth Avenue and Crestview Street, in southeast Porterville. The parcels combine for a total of 7.99 acres of land area, and one of the parcels is adjacent to an existing City water tank site. The property is outside of the city limits and is zoned R-A-217 by the County of Tulare for residential uses, but is within Porterville's general plan and is pre-zoned RS-1 for future low density residential development. The soils are comprised of Cibo clay (76%, grade 4 – poor), Porterville clay (14%, grade 3 – fair), and Centerville clay (10%, grade 4 – poor). No off-site improvements are in place along the street frontage. The property was listed for sale as two separate properties, but they were eventually sold in a single transaction in November 2016 to the same buyer after less than two months on the market. The buyer paid \$84,000 or \$10,513 per acre all cash.

Land Sales Comparisons

These sales are evidence of local market conditions and pricing for properties such as the subject and they are useful in shedding light on the value of the property being appraised. In analyzing these sales consideration is given to various elements of comparison that market participants recognize as having an impact on the prices that are paid for this type of property. These elements may include the property rights conveyed, financing terms, conditions of sale, market conditions, location, zoning, parcel size, and other physical and economic factors. While there can be an infinite number of variations between properties the market typically is concerned with only a limited number variables that are considered to be most influential.

The table below summarizes how each data item is compared to the subject. A "+" symbol is shown if the data item is inferior to the subject, a "-" is used if the sale is superior, and an "=" sign is indicated if the data item is generally comparable. Not all elements of comparison are weighted equally by the market, however; and in some instances the magnitude of impact on the sale price may be greater than in other comparisons where the same symbol is used.

LAND SALES COMPARISON GRID Comparable Land Sales				
	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4
Location	Reid & Scenic	Morton & Park	Main & N. Grand	Worth & Crestview
City	Porterville	Porterville	Porterville	Porterville
APN	255-240-011	253-070-007	243-180-033+	271-010-005 & -012
Buyer	Guthrie Invest. Co.	Guthrie Invest. Co.	Vanasen Trust	Felix
Document No.	10361	10365	14535	70767
Sale Date	2/25/2016	2/25/2016	3/18/2016	11/8/2016
Sale Price	\$235,000	\$397,500	\$661,000	\$84,000
Land Area – Ac	9.21	9.62	24.36	7.99
Price / Acre	\$25,516	\$41,320	\$27,135	\$10,513
Zoning	RS-1	RM-1	RS-1	R-A-217
Orientation	Corner	Corner	Interior	Corner
Topography	Sloping	Level	Sloping	Sloping
Utilities	G-E	W-S-G-E	G-E	G-E
Off-Sites	None	Partial C-G	None	None
Entitlements	None	None	None	None
Property Rights	=	=	=	=
Financing	=	=	=	=
Conds. of Sale	=	+ \$2,500	=	=
Market Conds.	=	=	=	=
Interim Value	= \$25,516	= \$41,580	= \$27,135	= \$10,513
Location	+	=	+	=
Zoning	=	-	=	+
Parcel Size	=	=	=	=
Orientation	=	=	=	=
Topography	=	-	=	=
Utilities	+	-	+	+
Off-Sites	=	-	=	=
Improvements	=	-	=	=
Final Indication	> \$25,516	< \$41,580	> \$27,135	> \$10,513

Land Value Indication

Based on these comparisons, the subject is worth more than \$27,135 per acre and less than \$41,580 per acre. Considering the "highest price" definition of market value that applies in this appraisal, a unit value of \$30,000 per acre is concluded. This provides the following value for the subject larger parcel:

$$\text{Land Size} \times \text{Value per Acre} = \text{Larger Parcel Value}$$

$$46.95 \text{ acres} \times \$30,000 = \$1,408,500$$

VALUE OF PART TAKEN AS PART OF THE WHOLE**Step 2**

The second step in applying the State Rule of valuation is to value the portion of the property that is being taken as a part of the whole larger parcel. In this step, the contributory value of the property within the area of the taking is valued. This may be different than its simple pro rata value as a part of the larger parcel because the individual physical characteristics and utility of the part taken can make it more or less valuable than the average unit value applied to the larger parcel.

In the case of the subject property, the part taken does not have any special physical attributes or functional utility that differentiate it from the other portions of the property. Thus, the same land value of \$30,000 per acre, which was applicable to the larger parcel, is also applied to the 1.89 acres in the proposed take area. This results in a land value of \$56,700 for the part taken as part of the whole.

$$\text{Land Size} \times \text{Value per Acre} = \text{Value of Part Taken}$$

$$1.89 \text{ acres} \times \$30,000 = \$56,700$$

VALUE OF REMAINDER AS PART OF THE WHOLE**Step 3**

Step three is a simple mathematical calculation with the value of the part taken (step two) deducted from the value of the larger parcel (step one). This provides the following value for the remainder property before the taking:

$$\text{Step One Value} - \text{Step Two Value} = \text{Value of Remainder Before the Taking}$$

$$\$1,408,500 - \$56,700 = \$1,351,800$$

VALUE OF REMAINDER AFTER THE TAKING WITHOUT BENEFITS**Step 4**

This step of the valuation addresses the remainder property after the part taken has been severed from the larger parcel. Step four focuses solely on measuring the damages, if any, that will result, with no consideration of any potential benefits. Benefits will be estimated later in step six.

Losses in value to the remainder are referred to as severance damages, and they may result either from the severing of the portion acquired from the larger parcel or from the construction and use of the project for which it was taken. This latter form of damage can occur whether or not the loss is caused by a portion of the project that is physically located on the part taken.

California courts have found that some damages are not compensable and should not be included in an appraisal. These include: (1) damages to business; (2) expenses for moving personal property; (3)

temporary damage to the use and occupancy of property that is reasonably incident to construction requirements; (4) damages due to annoyances and inconveniences suffered by the public generally; (5) circuity of travel caused by dividing a highway; (6) rerouting or diversion of traffic or changing of a two-way street to a one-way street; and (7) in general, all those types of damages that can be considered to be conjectural, speculative, and remote.

In the case of the subject property, no severance damages are expected to occur as a result of the partial taking or the construction and use of the water tank facility. Therefore, the value of the remainder without benefits is \$1,351,800.

$$\text{Land Size} \times \text{Value per Acre} = \text{Value of Remainder Without Benefits}$$

$$45.06 \text{ acres} \times \$30,000 = \$1,351,800$$

SEVERANCE DAMAGES

Step 5

The estimate of total severance damages is determined by deducting the value of the remainder after the acquisition but without benefits (step four) from the value of the remainder as part of the whole (step three). This results in total severance damages to the subject remainder as follows:

$$\text{Step Three Value} - \text{Step Four Value} = \text{Severance Damages}$$

$$\$1,351,800 - \$1,351,800 = \$0$$

VALUE OF REMAINDER AFTER THE TAKING WITH BENEFITS

Step 6

Step six in the valuation process is similar to step four in that the remainder is valued in its expected condition after the partial taking and construction and use of the project in the manner proposed. However, in this step the attention is focused on the estimate of any benefits that will accrue to the remainder property in the after condition.

For the subject remainder no benefits are expected. Therefore, the value of the remainder property after the acquisition with benefits is equal to the value concluded for the property in step four of \$1,351,800.

$$\text{Land Size} \times \text{Value per Acre} = \text{Value of Remainder With Benefits}$$

$$45.06 \text{ acres} \times \$30,000 = \$1,351,800$$

BENEFITS TO THE REMAINDER**Step 7**

The calculation of the benefits that will accrue to the remainder after the project is built and is being used is determined by simply subtracting the value indicated in step four from the value reached in step six. This results in total benefits as shown below:

Step Six Value – Step Four Value = Benefits

$$\$1,351,800 - \$1,351,800 = \$0$$

NET DAMAGES TO THE REMAINDER**Step 8**

The law allows for benefits to the remainder to be used to offset any severance damages to the remainder as a result of the project. Benefits may not be used, however, to reduce the value of the taking, so if the benefits exceed the damages then net damages are considered to be \$0.

The net damages in step eight are determined by deducting the value in step seven from the value in step five. This provides net severance damages to the remainder property as follows:

Step Five Value – Step Seven Value = Net Damages to the Remainder

$$\$0 - \$0 = \$0$$

ESTIMATE OF JUST COMPENSATION FOR PARTIAL TAKING**Step 9**

The estimate of just compensation for the partial taking is summarized below:

1 – Value of Larger Parcel Before Taking		\$1,408,500
2 – Value of Part Taken as Part of Whole	–	\$56,700
3 – Value of Remainder as Part of Whole	=	\$1,351,800
4 – Value of Remainder Without Benefits:		
Remainder Property Value	\$1,351,800	
Curable Damages	\$0	
Permanent Damages	–	\$0
		– \$1,351,800
5 – Severance Damages:		
Step Three Value	\$1,351,800	
Step Four Value	–	\$1,351,800
Total Severance Damages		= \$0
6 – Value of Remainder With Benefits:		
Property Value	\$1,351,800	
Benefits	+	\$0
		\$1,351,800
7 – Benefits to the Remainder:		
Step Six Value	\$1,351,800	
Step Four Value	–	\$1,351,800
		\$0
8 – Net Damages to the Remainder:		
Step Five Value	\$0	
Step Seven Value	–	\$0
		\$0
9 – Estimate of Just Compensation:		
Step Two Value	\$56,700	
Step Eight Value	+	\$0
Total Estimate of Just Compensation		\$56,700
	Rounded to	<u>\$57,000</u>

Therefore, after considering all of the data and pertinent information regarding the subject property and the proposed tank site acquisition, it is our opinion that the just compensation for the partial taking as of April 14, 2017 is:

FIFTY-SEVEN THOUSAND DOLLARS
\$57,000

ADDENDA



HopperCompany
Real Property Valuation



QUALIFICATIONS OF RENEE E. HENDRICK
MAI, R/W-AC, ARA

Professional Designations

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- ARA designation – Accredited Rural Appraiser of the American Society of Farm Managers and Rural Appraisers

Certification

- California Certified General Real Estate Appraiser: Certificate No. AG040264

Education

- University of Denver: M.S. Degree, Real Estate and Construction Management – Appraisal Emphasis:
 - Income Property Finance – REAL 4407
 - Income Property Investment – REAL 4477
 - Residential Construction Systems – CMGT 4405
 - Commercial Construction Systems – CMGT 4410
 - Computer Applications for Real Estate Analysis – REAL 4007
 - Income Property Appraisal – REAL 4417
 - Advanced Real Estate Feasibility Analysis – REAL 4407
 - Management of Income Properties – REAL 4347
 - Argus Financial Analysis – REAL 4500
 - Advanced Valuation and Report Writing – REAL 4980
- California Polytechnic State University, San Luis Obispo: B.S. Degree, Agricultural Business – Finance and Appraisal Concentration:
 - Real Estate Appraisal Principles
 - Basic Valuation Procedures
- Appraisal Institute:
 - Evaluating Commercial Construction
 - Land Valuation Assignments
 - Land Valuation Adjustment Procedures
 - General Appraiser Market Analysis and Highest & Best Use
 - Advanced Market Analysis and Highest & Best Use
 - Rates and Ratios: Making Sense of GIMs, OARs, and DCFs
 - Complex Litigation Appraisal Case Studies
 - Federal and California Statutory and Regulatory Laws
- International Right of Way Association:
 - Principles of Real Estate Appraisal 400
 - Appraisal of Partial Acquisitions 401
 - Reviewing Appraisals in Eminent Domain 410
 - Ethics and the Right of Way Profession 103

Standards of Practice for the Right of Way Profession 104

Corridor Valuation

- American Society of Farm Managers and Rural Appraisers:
Integrated Approaches to Value A304

Employment History

- Farm Credit West – Santa Maria, CA:
Internship 6/04 – 8/04
- Schenberger, Taylor, McCormick & Jecker, Inc. – San Luis Obispo, CA:
Appraisal Trainee 3/05 – 8/05
- The Hopper Company – Visalia, CA:
Appraiser 9/06 – Current

Appraisal Experience

Actively engaged in real estate appraisal in the Central Valley since 2006. Appraised many types of commercial, industrial, residential, apartment, land, agricultural, and special purpose properties. A partial list of clients includes:

- Government: County of Tulare, City of Visalia, City of Tulare, City of Porterville, City of Farmersville, City of Woodlake, City of Exeter
- Schools: Visalia Unified, College of the Sequoias, San Joaquin Valley College
- Lenders: Wells Fargo, Union Bank, Citizens Business Bank, Valley Business Bank, Bank of the Sierra, Bank of the West, Rabobank, Suncrest Bank, Kingsburg Federal Land Bank, Farm Credit West, Temecula Valley Bank, Bank of Stockton, Central Valley Community Bank
- Corporations: Southern California Edison Company, Kaweah Management Company, Stihl Inc.
- Insurance Companies: Nationwide Mutual Insurance Company
- Attorneys: Rauber & Johnson, Baker Manock & Jensen, Dooley & Herr, Peltzer & Richardson, Houk & Hornburg, Kahn Soares & Conway
- Right-of-Way Firms: Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates
- Health Care: Kaweah Delta Health Care District, Sierra View Local Health Care District



QUALIFICATIONS OF KEITH J. HOPPER
MAI, R/W-AC, AI-GRS

Professional Designations

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- AI-GRS designation – General Review Specialist of the Appraisal Institute

Certifications and Licenses

- California Certified General Real Estate Appraiser: Certificate No. AG002559
- California Real Estate Broker's License: License No. 01105905

Education

- California State University, Fresno: B.S. Degree, Business Admin. - Real Estate and Urban Land Economics
- Appraisal Institute:
 - Real Estate Appraisal Principles 1A-1 & Basic Valuation Procedures 1A-2: Univ. of Colorado, Boulder
 - Capitalization Theory & Techniques A & B: Tufts Univ., Massachusetts & Univ. of San Diego, California
 - Case Studies in Real Estate Valuation 2-1: Univ. of San Diego, California
 - Report Writing and Valuation Analysis 2-2: California State Univ., San Jose
 - Standards of Professional Practice, National USPAP Update, and California Laws and Regulations
 - Advanced Sales Comparison and Cost Approaches 530: Univ. of San Diego, California
 - Subdivision Valuation: Pleasanton, California
 - Land Valuation Assignments and Adjustment Procedures: Fresno, California
 - General Appraiser Market Analysis and Highest & Best Use: Univ. of San Diego, California
 - Real Estate Finance, Statistics, and Valuation Modeling: Bakersfield, California
 - Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book): San Jose, California
 - Litigation Professional Development Program:
 - Litigation Valuation Overview 700: Pepperdine University, California
 - Litigation Appraising – Specialized Topics and Applications 705: Oakland, California
 - Condemnation Appraising 710: Sunnyvale, California
 - Advanced Condemnation Appraising 720: Sacramento, California
 - Review Theory – General: Sacramento, California
- International Right of Way Association:
 - Principles of Real Estate Appraisal 400: Sacramento, California
 - Appraisal of Partial Acquisitions 401: Fresno, California
 - Easement Valuation 403 and Legal Aspects of Easements 802: San Luis Obispo, California
 - Reviewing Appraisals in Eminent Domain 410: Fresno, California
 - Ethics and the Right of Way Profession 103: Hayward, California
 - Standards of Practice for the Right of Way Profession 104
 - Corridor Valuation: San Jose, California
- American Society of Farm Managers and Rural Appraisers:
 - Integrated Approaches to Value A304: Paso Robles, California

Best Practices for Rural Property Appraisals
Highest and Best Use

- Marshall & Swift: Cost Approach to Commercial Appraisal: Marshall & Swift Certified Appraiser

Appraisal Experience

Actively engaged in appraisal in the Central Valley since 1989. Appraised many types of commercial, industrial, residential, apartment, subdivision, land, agricultural, and special purpose properties. A partial list of clients includes:

- Government: U.S. Postal Service, U.S. Navy, U.S. Marshall's Office, Calif. Dept. of Forestry, Calif. Dept. of Transportation, Resolution Trust Corp., Federal Deposit Insurance Corp., County of Tulare, County of Kings, Administrative Office of the Courts
- Cities: Visalia, Tulare, Porterville, Kingsburg, Dinuba, Exeter, Woodlake, Hanford, Bakersfield, Farmersville, Reedley
- Redevelopment: Visalia, Tulare, Dinuba, Tulare County
- Schools: Visalia Unified, Hanford Elementary, Central Valley Christian, College of the Sequoias, Tulare City Schools, Tulare High School District, Liberty Elementary, Porterville Unified, Burton School District, Alta Vista School District
- Lenders: Wells Fargo, Union Bank, J.P. Morgan, Valley Business Bank, Bank of the Sierra, Comerica Bank, Westamerica Bank, Archon Financial, Key Bank, Aegon Realty Advisors, Rabobank, Housing Capital Co., Citizens Business Bank, Premier Valley Bank, RBC Builder Finance, Farm Credit West, Kingsburg Land Bank, Bank of the West, Suncrest Bank, Central Valley Community Bank, Evangelical Christian Credit Union, United Security Bank
- Corporations: Kraft General Foods, Chevron USA, McDonald's Corp., Wal-Mart Stores, Campbell Soup Co., Pepsi Cola Co., Southern California Edison Co., Southern Pacific Railroad, Jostens, Payless Cashways, Frito Lay, Southland Corp., RR Donnelley, Leprino Foods, California Dairies, Sun Maid
- Insurance Companies: Nationwide Mutual Insurance Co., Chicago Title Insurance Co., Ticor Title Insurance Co., Fidelity National Title Co.
- Attorneys: McGregor Dahl Sullivan & Klug, Navy Exchange Service Command, Dale Bruder, Dennis Lynch, Rauber & Johnson, Hurley & Laird, Williams Jordan & Broderson, McKinney Wainwright & Saul-Olson, Paul Hastings Janofsky & Walker, Houk & Hornburg, Baker Manock & Jensen, Griswold LaSalle Cobb Dowd & Gin, Dowling Aaron & Keeler, Dooly & Herr, Peltzer & Richardson, Hooper Lundy & Bookman, McCormick Barstow, Kahn Soares & Conway, Ruddell Cochran Stanton Smith & Bixler, Michael Lampe
- Right-of-Way Firms: Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates, Overland Pacific & Cutler
- Churches: Methodist, Baptist, Calvary Chapel, Nazarene, Mennonite, Catholic, Grace Community, Living Christ, Bethel Assembly, New Hope, Praise Center
- Health Care: Kaweah Delta HCD, Tulare Regional MC, Sierra View District Local HCD, Tulare Community Health Clinic, Visalia Medical Clinic
- Other: YMCA, Farm Bureau, Housing Authority, Tulare Irrigation District, International Agri-Center, Visalia Rescue Mission

Litigation Experience

Appraised properties on behalf of private and public agency clients for eminent domain, divorce, and other matters involving litigation. Have given depositions, appeared at mediation and arbitration hearings, and qualified as an expert witness in Tulare County and Kern County Superior Courts and Federal Bankruptcy Court.

APN's: 255-190-022 & 254-010-059
East Porterville Water Supply Project

SIGNING INSTRUCTIONS FOR OWNER

If you find the offer acceptable, **please sign and return** the following documents:

- 1) Purchase and Sale Agreement, 2 originals
- 2) Grant Deed
- 3) Please complete and sign W-9

Pages that require signatures are marked with "Sign Here" tags.

Please note that all signatures on the (Deed) must be acknowledged by a notary public.
Bender Rosenthal, Inc., will provide a notary at your request that will meet with you at your convenience.

Please return the signed documents to me at Bender Rosenthal, Inc., 4400 Auburn Boulevard, Suite 102, Sacramento, CA 95841, in the enclosed self-addressed envelope.



Quentin Green
Acquisition Agent
Telephone: (916) 978-4900

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

Between

**GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD
FAMILY REVOCABLE TRUST**

SELLER

And

**CITY OF PORTERVILLE,
a California municipal corporation**

BUYER

DATED: _____, 2017

First American Title Company
("Escrow Holder")
484 N. Prospect Street, Suite C
Porterville, California 93257
Attention: Ann Kay
Telephone: (559) 306-3387
E-Mail: akay@firstam.com

Escrow No. 54075415152

Date of Opening of
Escrow: _____

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is made as of _____, 2017 ("Execution Date"), by and between **GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD FAMILY REVOCABLE TRUST** ("Seller"), and **CITY OF PORTERVILLE**, a California municipal corporation ("Buyer").

ARTICLE 1 PROPERTY

1.1 The Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property in Porterville, Tulare County, California, as described in **Exhibit A** (the "Property"), subject to the terms and conditions of this Agreement, any and all applicable federal, state and local laws, orders, rules, regulations, any and all outstanding rights of record or open and obvious on the ground, and all matters in the form of the Grant Deed also attached in **Exhibit A** (the "Deed").

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price The purchase price ("Purchase Price") for the Property is FIFTY SEVEN THOUSAND AND NO/100 DOLLARS (\$57,000.00).

ARTICLE 3 AS IS SALE

ARTICLE 4

TITLE TO PROPERTY

4.1 Title. At the Closing (as defined in Section 7.2.1), Seller shall execute and deliver to Buyer the Deed to the Property in the form of **Exhibit A** attached hereto. Title will be evidenced by the issuance by First American Title Company ("Title Company") of a CLTA Standard Coverage Owner's Policy of Title Insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

4.1.1 A lien to secure payment of real property taxes and assessments, not delinquent;

4.1.2 Matters affecting the condition of title created or permitted to be created by or with the written consent of Buyer;

4.1.3 Standard exceptions in the Title Policy, and exceptions that are disclosed by the Title Report described in Section 5.1 or any supplementary report and that are approved or deemed approved by Buyer in accordance with Section 5.1; and

4.1.4 Any other exceptions or reservations set forth in the Deed.

4.2 Extended Coverage. Buyer, at its option and at its sole cost and expense, may obtain ALTA extended coverage and/or an ALTA survey, provided, however, that the failure to obtain such extended coverage will not be a condition to nor delay the Close of Escrow beyond the Closing Date, and that Seller will not be required to assume any obligations or liabilities in addition to Seller's obligations and liabilities under this Agreement.

ARTICLE 5 BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

5.1 Approval of Title.

(a) Buyer, at its sole cost and expense, has obtained a preliminary title report on the Property ("Title Report") together with copies of all the documents referred to in the Title Report that are provided by the Title Company with the Title Report, and has or shall furnish a copy of same to Buyer. Within the earlier to occur of (i) ten (10) days after receipt by Buyer of the Title Report, or (ii) Sixty (60) days after Opening of Escrow ("Title Contingency Date"), per Section Article 6 below, Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title to the Property disapproved by Buyer ("Disapproved Items"). If Buyer timely notifies Seller of Disapproved Items and all or some of the Disapproved Items (except for those Disapproved Items, if any, which will be removed upon the Close of Escrow in accordance with the terms of this Agreement) are not cured or deleted as exceptions to title within ten (10) days

after Seller's receipt of Buyer's Title Notice ("Seller's Cure Period"), Buyer will have the option of either waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow or terminating this Agreement, in which event the provisions of Section 5.1(b) will govern. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, insuring Buyer against any Disapproved Item set forth in Buyer's Title Notice, will be deemed a cure by Seller of such Disapproved Item. In the event Buyer elects to terminate this Agreement pursuant to this Section 5.1, Buyer shall notify Seller of its election by written notice no later than five (5) days after expiration of Seller's Cure Period. Buyer's failure to timely deliver written notice to Seller of its election will be deemed to be Buyer's election to proceed to the Close of Escrow and to waive its disapproval of such Disapproved Items. In no event will Seller's failure to cure or delete as exceptions to the Title Policy any Disapproved Items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price.

(b) If this Agreement is terminated pursuant to this Section 5.1., the Deposit will be returned to Buyer and neither party will have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.2 Compliance by Seller. Seller will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

ARTICLE 6 SELLER'S CONDITIONS TO CLOSING

The following are conditions precedent to Seller's obligation to sell the Property:

6.1 Compliance by Buyer. Buyer will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

ARTICLE 7 OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties shall deposit three (3) executed counterparts of this Agreement (and Buyer shall deposit the Deposit) with Escrow Holder and this instrument will serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby, including Escrow Holder's general provisions which are contained in **Exhibit B** attached hereto to the extent said general provisions do not conflict with the provisions contained in these Escrow Instructions. Escrow Holder shall insert the date of the Opening of Escrow on the upper right hand corner of the first page of this Agreement on each of the three counterparts. The Opening of Escrow is the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller and has received the Deposit from Buyer. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder is responsible only for undertaking such matters in conjunction with the Closing as are specifically provided for in this Agreement or in any additional or supplementary escrow instructions delivered by the parties.

7.2 Closing.

7.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Deed (the "Closing" or "Close of Escrow") will occur and delivery of all items to be made at the Closing under the terms of this Agreement will be made within thirty (30) days after the date of Opening of Escrow, unless the Closing date is extended upon mutual agreement between the parties.

7.2.2 Preclosing Conditions. Provided that Escrow Holder can comply with these instructions, that Escrow Holder has received the deliveries described in Sections 8.3 and 8.4 below, that Escrow Holder has not received prior written notice from a party that any condition to such party's obligations has not been fulfilled, or that Buyer has elected to terminate its rights and obligations under this Agreement pursuant to Article 5 or Seller has elected to terminate its rights and obligations under this Agreement pursuant to Article 6 and the Title Company has issued or is unconditionally prepared to issue to Buyer, as of the Closing Date, the Title Policy, then Escrow Holder is authorized and instructed to (a) record the Deed, (b) deliver the Purchase Price to Seller, less prorations and costs of Escrow in accordance with Section 8.6, (c) deliver a conformed copy of the recorded Deed, and (d) deliver the closing statements to Buyer and Seller in accordance with Section 8.2.4.

7.2.3 Failure to Close. If the Closing does not occur on or before the Closing Date (or as extended by mutual agreement), then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party will have any further obligations hereunder (other than the Surviving Obligations) and, unless the Escrow fails to close due to (a) a material default by Seller, (b) the failure of a condition precedent to Buyer's obligations hereunder, or (c) termination of this Agreement, the Deposit and any interest accrued thereon will be returned to Buyer, and all documents and other instruments must be returned to the party depositing the same into Escrow. If neither party is in default, then Buyer and Seller will share equally the cost of cancellation of Escrow. If only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow will be without prejudice to whatever legal rights, as such rights may be limited by the terms of this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

7.2.4 Notification; Closing Statements. If Escrow Holder cannot comply with the instructions in this Agreement and to be provided, Escrow Holder is not authorized to cause the recording of the Deed or close this Escrow. If Escrow Holder is unable to cause the recording of the Deed, Escrow Holder shall notify Jason Ridenour at (559) 782-7460 and Greg Woodard, without delay. If Escrow Holder is able to comply with the instructions herein and to be provided, at the Closing Escrow Holder shall deliver to Seller at the addresses provided in Section 12.9 a true, correct and complete copy of the Seller's closing statement, in the form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 10.9 a true, correct

and complete copy of Buyer's closing statement, in the form customarily prepared by Escrow Holder.

7.3 Deliveries by Seller. Not later than one business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following items:

7.3.1 Deed. The Deed in the form of **Exhibit A** duly executed and acknowledged by Seller.

7.3.2 California Form 593-C. California Form 593-C (Real Estate Withholding Certificate) duly executed by Seller, if applicable.

7.3.4 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement and/or necessary to effectuate the sale that have not previously been delivered.

7.4 Deliveries by Buyer. Not later than one (1) business day prior to the Closing Date (or such other time specified below), Buyer shall deposit with Escrow Holder the following items:

7.4.1 Purchase Price. A sum, in an amount equal to the Purchase Price, plus Buyer's share of the prorations and costs of Escrow that are required pursuant to this Article 8 to close Escrow.

7.4.2 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement and/or necessary to effectuate the sale that have not been previously delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

7.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, and rentals under the Licenses, if any, will be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the Closing Date. Seller and Buyer agree that any of the aforesaid prorations that cannot be calculated accurately as of the Closing Date will be prorated on the basis of the parties' reasonable estimates, and will be recomputed between Seller and Buyer when actual tax statements for the year of Closing are received, and either party owing the other party a sum of money based on such subsequent proration adjustment will promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, will pay interest thereon at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the Closing Date to the date of payment.

7.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment will be prorated as of midnight at the end of the day preceding the Close of Escrow. All installments not then yet due whether or not the same have been prepaid will not be prorated and Buyer shall assume such bonds or assessments. Any prepaid assessments made in advance of its due date will be credited to Seller. In addition, Buyer shall assume any and all future bonds, assessments, special taxes, fees or charges applicable to the Property for liabilities now or hereafter imposed by any governmental authority (collectively referred to as "Governmental Requirements") including, without limitation, any such Governmental Requirements imposed by the City of Porterville, and those for (a) common area improvements, whether or not specifically set forth in this Agreement, (b) local assessment or improvement districts, (c) any special tax assessments, (d) traffic mitigation improvements, (e) park and recreation fees, and/or (f) any other public facility infrastructure or traffic mitigation required or imposed by the City of Porterville. Buyer shall assume all such bonds or future assessments without offset or adjustment.

7.8 Costs and Expenses. The costs and expenses of Escrow upon Close of Escrow will be, without limitation, all recording charges, if any, the premium for the Title Policy, the cost of any documentary or other transfer taxes applicable to the sale, if any, and all other standard costs and charges of the Escrow.

7.9 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall disburse the Purchase Price less Seller's share of prorations as determined pursuant to this Agreement in immediately available funds, and, unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent as follows: Greg and Cinda Woodard, Trustees, 461 North Crestview Street, Porterville, CA 93257.

7.10 Delivery of Documents. Upon the Close of Escrow, Escrow Holder shall promptly deliver all instruments and documents to the parties as specified in Section 10.9. Escrow Holder shall promptly deliver to the party entitled thereto the recorded originals of such instruments or documents upon Escrow Holder's receipt of the same.

7.11 Supplemental Taxes. Seller and Buyer acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow and Escrow Holder is released of any liability in connection with same.

ARTICLE 8

REPRESENTATIONS, WARRANTIES AND COVENANTS;

8.1 Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, as follows:

8.1.1 Organization. Sellers are private individuals.

8.1.2 Enforceability. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are intended, provided Buyer has duly executed those documents requiring Buyer's signature, to be legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

8.1.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Seller.

8.2 Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, as follows:

8.2.1 Organization. Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of California and qualified to do business in California, with full power and authority to enter into and comply with the terms of this Agreement.

8.2.2 Enforceability. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are intended, provided Seller has duly executed those documents requiring Seller's signature, to be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8.2.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Buyer.

8.3 Mutual Representations and Covenants, Brokers and Finders. No broker's fee, finder's fee, commission or similar compensation will be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim; and Seller, if such claim is based upon any agreement alleged to have been made by Seller, agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section will survive the Close of Escrow or termination of this Agreement.

ARTICLE 9 POSSESSION

Possession of the Property will be delivered to Buyer upon deposit of the Purchase Funds into Escrow and the amount shown in Article 2 includes, but is not limited to, full payment for that possession and use, including damages, if any, from said date.

ARTICLE 10 MISCELLANEOUS

10.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in Closing and carrying out the transactions contemplated by this Agreement.

10.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing will be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived.

10.3 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

10.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor will any provision give any third persons any right to subrogation or action over or against any party to this Agreement.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

10.6 Amendment. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by the party to be bound.

10.7 Waiver. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

10.8 Timeliness. Seller and Buyer acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement and that failure to timely perform any of the material terms, conditions, obligations or provisions of this Agreement by either party is a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

10.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") must be in writing and must be (a) personally delivered; (b)

delivered by a reputable overnight courier; or (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices will be deemed received at the earlier of (a) actual receipt or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices must be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller: GREG AND CINDA WOODARD, TRUSTEES
461 North Crestview Street
Porterville, CA 93257

If to Buyer: CITY OF PORTERVILLE
ATTN: Jason Ridenour, Economic Development and Housing
Manager
291 Main Street
Porterville, California 93257
Telephone: (559) 782-7460

10.10 Governing Law and Venue. This Agreement is to be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, will be brought in the county in which the Property is located. This Agreement is entered into and to be performed in Tulare County, California.

10.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.

10.12 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, will not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement will remain in full force and effect.

10.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) will include all numbers, and each gender will include all genders.

10.15 Joint and Several Liability. In the event either party hereto now or hereafter consists of more than one person, firm, or corporation, then and in such event, all such persons, firms, or corporations will be jointly and severally liable as parties under this Agreement.

10.16 Recording. Neither party may record this Agreement or any memorandum thereof.

10.17 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

10.18 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

10.19 Recitals and Exhibits. The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

10.20 Professional Fees and Costs. If any legal or equitable action, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application, or motion, are brought or undertaken, or an attorney retained, to enforce this Agreement or any closing document, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement or any closing document, then the successful or prevailing party or parties in such undertaking (or the party that would prevail if an action were brought) will be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses. The provisions of this Section will survive the Close of Escrow or the termination of this Agreement.

10.21 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property will exist, and this writing will have no binding force or effect, until executed and delivered by both Seller and Buyer.

10.22 Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be invalid or unenforceable only to the extent of such determination, which will not invalidate or otherwise render ineffective any other provision of this Agreement.

10.23 Merger. Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties of Buyer and Seller in this Agreement will merge into the Deed to be delivered by Seller to Buyer at Closing and will not survive the Closing of Escrow.

SELLER: THE WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006

By: _____

Name: Greg L. Woodard, Trustee

By: _____

Name: Cinda D. Woodard, Trustee

BUYER:

**CITY OF PORTERVILLE,
a California municipal corporation**

By: _____

Name: _____

Title: _____

THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT
OF THE DEPOSIT AND THREE (3) EXECUTED COPIES OF THIS AGREEMENT AND
AGREES TO ACT IN ACCORDANCE THEREWITH.

ESCROW HOLDER:

First American Title Company

By: _____

Ann Kay, Escrow Officer

EXHIBIT A

[Grant Deed with Legal Descriptions]

Exhibit A

WHEN RECORDED RETURN TO:

**Bender Rosenthal, Inc.
4400 Auburn Boulevard, Suite 102
Sacramento, California 95841**

NO FEE DOCUMENT

Per Cal Government Code 27383
and Cal Revenue and Taxation Code
11922

Project: East Porterville Water Supply Project

APNs: 255-190-022 & 254-010-059

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006, ("Grantor"), GRANTS to the CITY OF PORTERVILLE ("Grantee"), a California municipal corporation, all that real property, or interest therein together with all improvements and fixtures thereon, in the County of Tulare, State of California, described in Exhibit "A", attached hereto and made a part thereof ("Property").

IN WITNESS WHEREOF, GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES, have caused this Grant Deed to be executed as of the date set forth below the signature line.

Greg L. Woodard, Trustee

Cinda D. Woodard, Trustee

DATED: _____

EXHIBIT "A"

That portion of the Remainder parcel of Jasmine Ranch, Phase One Subdivision, as shown on map filed in Book 35 of maps, at page 49, in the Tulare County Recorder's office, situated in the Southeast quarter of the Southwest quarter of Section 19, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows: **COMMENCING** at the Southeast corner of the Southeast quarter, of said Southwest quarter:

THENCE, South $89^{\circ} 59' 46''$ West, along the south line of said Southeast quarter of the Southwest quarter, 635.00 feet, to a point in the east line of that portion designated as "Not-A-Part" parcel as shown on said Jasmine Ranch, Phase One Subdivision;

THENCE, North $00^{\circ} 00' 14''$ West, along said east line, 110 feet, to the Northeast corner of said "Not-A-Part" parcel;

THENCE, South $89^{\circ} 59' 46''$ West, along the north line of said "Not-A-Part" parcel, a distance 90.00 feet, to the **POINT OF BEGINNING**;

THENCE, North $00^{\circ} 00' 14''$ West, a distance of 170.00 feet;

THENCE, South $89^{\circ} 59' 46''$ West, 244.86 feet to a point in the west line of said Remainder parcel;

THENCE, South $13^{\circ} 14' 22''$ East, along said west line, a distance of 169.00 feet;

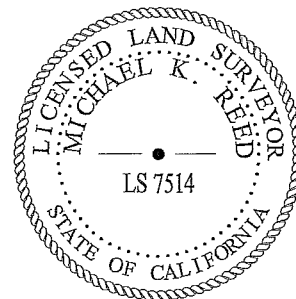
THENCE, South $75^{\circ} 14' 22''$ East, 101.52 feet, to a point in the west line of said "Not-A-Part" parcel;

THENCE, North $00^{\circ} 00' 14''$ West, along said west line, 20.38 feet, to the northwest corner thereof;

THENCE, North $89^{\circ} 59' 46''$ East, along the north line of said parcel, 108.00 feet, to the **POINT OF BEGINNING**.

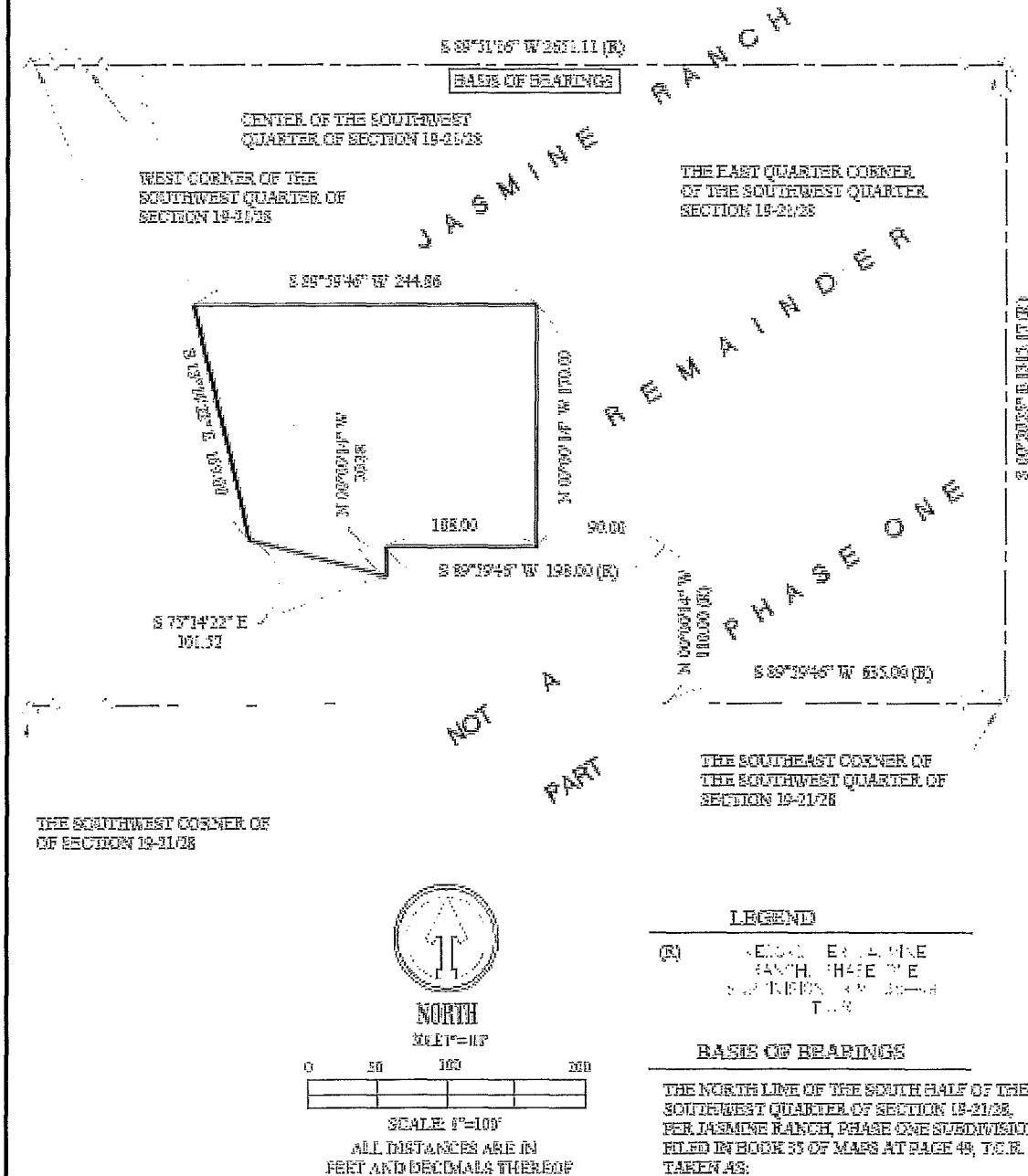
BASIS OF BEARING for the parcel described herein is the North line of the South half of the Southwest quarter of said Section 19, Township 21 South, Range 28 East, taken as South $89^{\circ} 51' 16''$ East per Jasmine Ranch, Phase One Subdivision filed in Book 35 of maps, at page 49, in the Office of the Tulare County Recorder.

End of Description



PLAT MAP

EXHIBIT "B"



CITY OF PORTERVILLE

ENGINEERING DIVISION

201 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7402

That Portion of the Homestead Parcel of Jasmine Ranch, Phase One Subdivision, as shown on map filed in Book 35 of Maps, at Page 49, T.C.R., Located in the Southeast Quarter of the Southwest Quarter of Section 19, Township 21 South, Range 29 East, Mount Diablo Base and Meridian, County of Tulare, State of California.

NO.	DATE AND TYPE SURVEY
1	7-11-1922-022
2	5-22-1924-024
3	1-22-1925-025
4	1-22-1925-025
5	1-22-1925-025
6	1-22-1925-025
7	1-22-1925-025
8	1-22-1925-025
9	1-22-1925-025
10	1-22-1925-025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT B

ESCROW HOLDER GENERAL PROVISIONS

THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Action</u>
1,2,3,	Current Taxes/Assessments - Taxes shall be cleared and prorated effective close of escrow
8 Utility Easement	Does not impact project
9 Utility Easement	Does not impact project

THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Reason</u>
4 Lien of supplemental taxes from this escrow	Lien of taxes shall be paid and eliminated
5 Temporary Easement	Eliminate – not in right of way
6 Water Easement	Eliminate – not in right of way
7 Water line and road	Eliminate – not in right of way
10 Grant Deed-Legal description metes/bounds description – this exception can be eliminated	This partial, public acquisition provides
11 Rights or claims to water	Eliminate – CLTA policy only
12 Rights of parties in possession	Eliminate – CLTA policy only
13 Trust documentation	Obtain required documentation and clear

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
4400 Auburn Boulevard, Suite 102
Sacramento, California 95841

NO FEE DOCUMENT
Per Cal Government Code 27383
and Cal Revenue and Taxation Code
11922

Project: East Porterville Water Supply Project

APNs: 255-190-022 & 254-010-059

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006, ("Grantor"), GRANTS to the CITY OF PORTERVILLE ("Grantee"), a California municipal corporation, all that real property, or interest therein together with all improvements and fixtures thereon, in the County of Tulare, State of California, described in Exhibit "A", attached hereto and made a part thereof ("Property").

IN WITNESS WHEREOF, GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES, have caused this Grant Deed to be executed as of the date set forth below the signature line.

Greg L. Woodard, Trustee

Cinda D. Woodard, Trustee

DATED: _____

EXHIBIT "A"

That portion of the Remainder parcel of Jasmine Ranch, Phase One Subdivision, as shown on map filed in Book 35 of maps, at page 49, in the Tulare County Recorder's office, situated in the Southeast quarter of the Southwest quarter of Section 19, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING at the Southeast corner of the Southeast quarter, of said Southwest quarter:

THENCE, South $89^{\circ} 59' 46''$ West, along the south line of said Southeast quarter of the Southwest quarter, 635.00 feet, to a point in the east line of that portion designated as "Not-A-Part" parcel as shown on said Jasmine Ranch, Phase One Subdivision;

THENCE, North $00^{\circ} 00' 14''$ West, along said east line, 110 feet, to the Northeast corner of said "Not-A-Part" parcel;

THENCE, South $89^{\circ} 59' 46''$ West, along the north line of said "Not-A-Part" parcel, a distance 90.00 feet, to the **POINT OF BEGINNING**;

THENCE, North $00^{\circ} 00' 14''$ West, a distance of 170.00 feet;

THENCE, South $89^{\circ} 59' 46''$ West, 244.86 feet to a point in the west line of said Remainder parcel;

THENCE, South $13^{\circ} 14' 22''$ East, along said west line, a distance of 169.00 feet;

THENCE, South $75^{\circ} 14' 22''$ East, 101.52 feet, to a point in the west line of said "Not-A-Part" parcel;

THENCE, North $00^{\circ} 00' 14''$ West, along said west line, 20.38 feet, to the northwest corner thereof;

THENCE, North $89^{\circ} 59' 46''$ East, along the north line of said parcel, 108.00 feet, to the **POINT OF BEGINNING**.

BASIS OF BEARING for the parcel described herein is the North line of the South half of the Southwest quarter of said Section 19, Township 21 South, Range 28 East, taken as South $89^{\circ} 51' 16''$ East per Jasmine Ranch, Phase One Subdivision filed in Book 35 of maps, at page 49, in the Office of the Tulare County Recorder.

End of Description

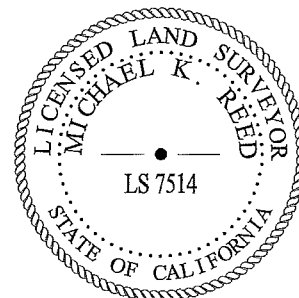
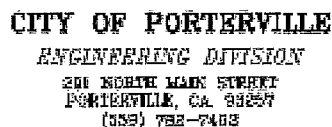


EXHIBIT "G"



That Portion of the Remainder Parcel of Jasmine Ranch, Phase One Subdivision, as shown on map filed in Book 35 of Maps, at Page 49, T.C.R., Located in the Southeast Quarter of the Southwest Quarter of Section 19, Township 21 South, Range 23 East, Mount Diablo Base and Meridian, County of Tulare, State of California.

Ques	Find the cube root of
Ans	$125 = 5^3 = 5^3$
Ques	Find the cube of
Ans	$125 = 5^3 = 5^3$
Ques	Find the cube of
Ans	$125 = 5^3 = 5^3$
Ques	Find the cube of
Ans	$125 = 5^3 = 5^3$
Ques	Find the cube of
Ans	$125 = 5^3 = 5^3$

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____

*Date**Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



First American Title

First American Title Company

**484 N. Prospect Street, Suite C
Porterville, CA 93257**

Order Number: 54075415152 ()

Escrow Officer: Ann Kay
Phone: (559)306-3387
Fax No.: (559)306-3393
E-Mail: akay@firstam.com

E-Mail Loan Documents to: PortervilleEDocs@firstam.com
Buyer: City of Porterville
Property: Apn 255-190-022 & 254-010-059
Tulare County, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 17, 2017 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD FAMILY
REVOCABLE TRUST OF AUGUST 10, 2006, SUBJECT TO EXCEPTION NO. 10

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2016-2017.

First Installment:	\$644.85, PAID
Penalty:	\$0.00
Second Installment:	\$644.85, OPEN
Penalty:	\$0.00
Tax Rate Area:	004-059
A. P. No.:	255-190-022
3. General and special taxes and assessments for the fiscal year 2016-2017.

First Installment:	\$949.12, PAID
Penalty:	\$0.00
Second Installment:	\$949.12, OPEN
Penalty:	\$0.00
Tax Rate Area:	004-059
A. P. No.:	254-010-059
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. An easement for FIFTEEN FOOT TEMPORARY ACCESS EASEMENT and incidental purposes, recorded May 08, 1986 as INSTRUMENT NO. [1986-23919](#), BOOK 4422, PAGE 140 of Official Records.
In Favor of: CITY OF PORTERVILLE, A MUNICIPAL CORPORATION
Affects: AS DESCRIBED THEREIN
 6. An easement for TEN FOOT WATER EASEMENT and incidental purposes, recorded May 08, 1986 as INSTRUMENT NO. [1986-23920](#), BOOK 4422, PAGE 145 of Official Records.
In Favor of: CITY OF PORTERVILLE, A MUNICIPAL CORPORATION
Affects: AS DESCRIBED THEREIN
 7. An easement shown or dedicated on the Map as referred to in the legal description
For: WATER LINE AND ROAD and incidental purposes.
 8. An easement for PUBLIC UTILITIES and incidental purposes, recorded August 25, 1992 as INSTRUMENT NO. [1992-60413](#) of Official Records.
In Favor of: SOUTHERN CALIFORNIA EDISON COMPANY
Affects: AS DESCRIBED THEREIN
 9. An easement for PUBLIC UTILITIES and incidental purposes, recorded September 12, 1992 as INSTRUMENT NO. [1992-66039](#) of Official Records.
In Favor of: SOUTHERN CALIFORNIA EDISON COMPANY
Affects: AS DESCRIBED THEREIN
 10. The effect of a document entitled "GRANT DEED", recorded AUGUST 15, 2006 as INSTRUMENT NO. [2006-84548](#) of Official Records.

THE REQUIREMENT THE DOCUMENT IS RE-RECORDED TO INCLUDE A COMPLETE AND CORRECT LEGAL DESCRIPTION.
 11. Water rights, claims or title to water, whether or not shown by the public records.
 12. Rights of parties in possession.
- Prior to the issuance of any policy of title insurance, the Company will require:**
13. With respect to the trust referred to in the vesting:
 - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Tulare County, County of Tulare, State of California, described as follows:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER AND OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, AND OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19, SOUTH 89° 50' 46" EAST, 1414.74 FEET FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO ADRIAN BULK, RECORDED JUNE 23, 1967 IN [BOOK 2718, PAGE 494](#) OF OFFICIAL RECORDS, THENCE SOUTH 13° 13' 52" EAST, 1356.21 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID SECTION 19; THENCE SOUTH 0° 35' 32" EAST 1154 FEET; THENCE SOUTH 3° 06' 15" WEST 165.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, THENCE NORTH 89° 49' 43" EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE NORTHEAST CORNER THEREOF THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 19, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 635.00 FEET WEST OF THE NORTHEAST CORNER AND ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 30; THENCE NORTHERLY PERPENDICULAR TO SAID NORTH LINE, 110.00 FEET; THENCE WESTERLY PARALLEL TO SAID NORTH LINE 198.00 FEET; THENCE SOUTHERLY PERPENDICULAR TO SAID NORTH LINE, 110.00 FEET TO A POINT ON SAID NORTH LINE, 198.00 FEET DISTANT FROM THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY PERPENDICULAR TO SAID NORTH LINE, 110.00 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE, 198.00 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID NORTH LINE, 110.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, SAID POINT BEING 50 FEET EAST OF THE NORTHWEST CORNER THEREOF THENCE SOUTH, PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, BEING 50 FEET EAST OF THE SOUTH QUARTER OF SAID SECTION 19, SAID POINT BEING THE SOUTHERLY TERMINUS OF THE LINE BEING DESCRIBED.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN LOTS 1 THROUGH 22 OF JASMINE RANCH, AS PER MAP RECORDED IN [BOOK 35, PAGE 49](#) OF TULARE COUNTY RECORDS.

ALSO EXCEPTING ANY WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

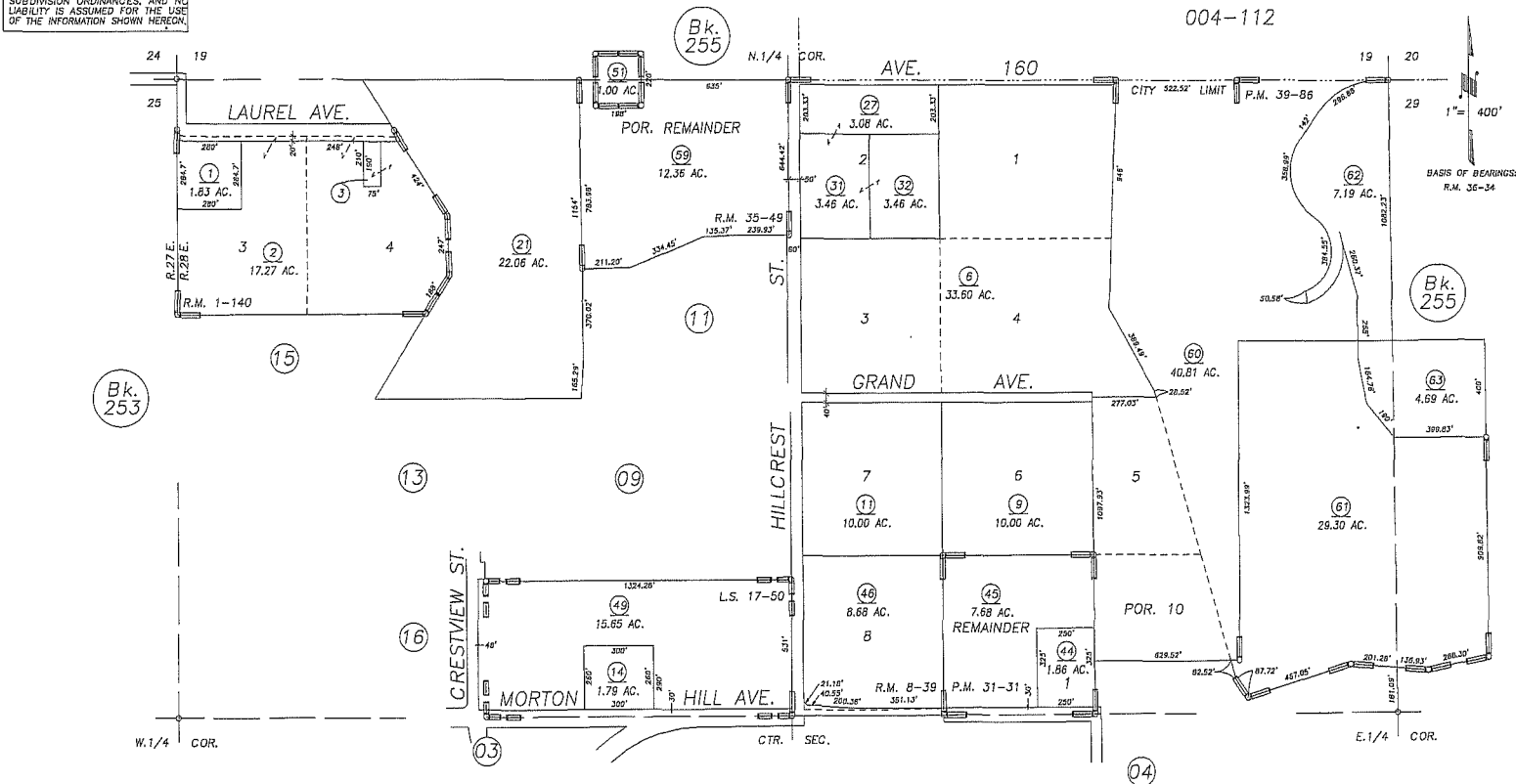
THE MENTIONED ABOVE PROPERTY IS ALSO SHOWN AS THE REMAINDER PARCEL OF JASMINE RANCH, AS PER MAP RECORDED IN [BOOK 35, PAGE 49](#) OF TULARE COUNTY RECORDS.

APN: 254-010-059 and 255-190-022

DISCLAIMER
THIS MAP WAS PREPARED FOR LOCAL
PROPERTY ASSESSMENT PURPOSES ONLY
AND THE PARCELS SHOWN HEREON MAY
NOT COMPLY WITH STATE AND LOCAL
SUBDIVISION ORDINANCES, AND NO
LIABILITY IS ASSUMED FOR THE USE
OF THE INFORMATION SHOWN HEREON.

N1/2 SEC.30. T.21S., R.28E., M.D.B.&M.

Tax Area Code 254-01
004-059 004-146
004-075 004-147
004-112



POR. A.R. HENRY'S SUB., R.M. 1-140
POR. MONACHE TRACT, R.M. 8-39
RECORD OF SURVEY, L.S. 17-50
POR. JASMINE RANCH PHASE 1, R.M. 35-49
PARCEL MAP 3030, P.M. 31-31
POR. REVERSION TO ACREAGE, P.M. 39-86

CITY OF PORTERVILLE
ASSESSOR'S MAPS BK.254 , PG.01
COUNTY OF TULARE, CALIFORNIA, U.S.A.

NOTE: Assessor's Parcel Numbers Shown in Circles (1) 123
Assessor's Block Numbers Shown in Ellipses (Bk. 254)

T.R.A.C. CHANGE	09/22/2009	MLC
REVISION	DATE	TECH

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

INCOMING DOMESTIC WIRE INSTRUCTIONS

Beware of cyber-crime! If you receive an e-mail or any other communication that appears to be generated from a First American Title Company employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust.

**** Our Wire Instructions Do Not Change. ****

Funds from other than buyer or seller: Other than funds from a designated lender, real estate agent or broker, or the attorney of record, we will only accept incoming wires that are from the buyer or seller on a transaction. Other third party deposits not accompanied by appropriate instructions will be returned to the remitter.

Funds from a U.S. Bank: Funds should be wired from a bank within the United States. Notify our office at (559)306-3386 when you have transmitted your wire.

Funds from a non-U.S. Bank: If your funds are being wired from a non-U.S. bank, additional charges may apply. Contact our office for Incoming International Wiring Instructions.

ACH Transfers are NOT wire transfers: An ACH transfer is not immediately available funds and requires additional time for clearance. An ACH transfer cannot be accepted for an imminent closing. Acceptance of ACH transfers are subject to state law. Contact our office at (559)306-3386 prior to sending funds by ACH transfer.

Contact our office at (559)306-3386 when funds are sent.

PAYABLE TO: First American Title Company
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO.: 3131670000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: Apn 255-190-022 & 254-010-059, Tulare County, CA
FILE NUMBER: 54075415152 (AK)

FIRST AMERICAN TRUST, FSB CONTACT INFO: Banking Services (877)600-9473

**WIRES MAY BE RETURNED IF THE FILE NUMBER
AND PROPERTY REFERENCE ARE NOT INCLUDED**

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;

- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Acquiring Real Property For:

THE CITY OF PORTERVILLE

EAST PORTERVILLE WATER SUPPLY PROJECT



**BENDER
ROSENTHAL, INC.**
COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

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INTRODUCTION

Government programs designed to benefit the public as a whole often result in acquisition of private property, and sometimes in the displacement of people from their residences, businesses, nonprofit organizations or farms. Acquisition of this kind has long been recognized as a right of government and is known as the power of eminent domain. The Fifth Amendment of the Constitution states that private property shall not be taken for public use without just compensation.

California law provides landowners whose property is taken for a public project certain rights and protections. An owner is to be compensated for the property being acquired, severance damages, if any, to the owner's remaining property if the entire property is not taken, and for loss of business goodwill if a business is being conducted on the property being acquired. Additionally, an owner or tenant who has to relocate because of a property acquisition may be entitled to certain relocation assistance and monetary compensation in connection with the relocation.

IMPORTANT TERMS USED IN THIS BROCHURE

Acquisition

Acquisition is the process of acquiring real property (real estate) or some interest therein.

Agency

An agency can be a government organization (Federal, State, or local), a non-government organization (such as a utility company). In this brochure, the word "agency" means the City of Porterville, when applicable, (the Agency) which is a local government entity.

Appraisal

An appraisal is a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Condemnation

Condemnation is the legal process of acquiring private property for public use or purpose through the agency's power of eminent domain. Condemnation is usually not used until all attempts to reach a mutually satisfactory agreement through negotiations have failed. An agency then goes to court to acquire the needed property.

Easement

In general, an easement is the right of one person to use all or part of the property of another person for some specific purpose. Easements can be permanent or temporary (i.e., limited to a stated period of time). The term may be used to describe either the right itself or the document conferring the right. Examples are: permanent easement for utilities, permanent easement for perpetual maintenance of drainage structures, and temporary easement to allow reconstruction of a driveway during construction.

Eminent Domain

Eminent domain is the right of government to acquire private property for public use, subject to the owner of the property taken being given just compensation.

Fair Market Value

Fair market value is market value that has been adjusted to reflect constitutional and other legal requirements for public acquisition.

Interest

An interest is a right, title, or legal share in something. People who share in the ownership of real property have an interest in the property.

Just Compensation

Just compensation is the price an agency must pay to acquire real property. An agency official must make the estimate of just compensation to be offered to you for the property needed. That amount may not be less than the amount established in the approved appraisal report as the fair market value for your property. If you and the agency cannot agree on the amount of just compensation to be paid for the property needed, and it becomes necessary for the agency to use the condemnation process, the amount determined by the court will be the just compensation for your property.

Lien

A lien is a charge against a property in which the property is the security for payment of a debt. A mortgage is a lien. So are taxes. Customarily, liens must be paid in full when the property is acquired for a public project. Where not all of the property subject to a mortgage is taken, the mortgage need not be paid off unless the lender can demonstrate that its security interest is being impaired.

Market Value

Market value is the sale price that a willing and informed seller and a willing and informed buyer agree to for a particular property.

Negotiation

Negotiation is the process used by an agency to reach an amicable agreement with a property owner for the acquisition of needed property. An offer is made for the purchase of property in person, or by mail, and the offer is discussed with the owner.

Person

A person is an individual, partnership, corporation, or association.

Personal Property

In general, personal property is property that can be moved. It is not permanently attached to, or a part of, the real property. Personal property is not to be included and valued in the appraisal of real property.

Program or Project

A program or project is any activity or series of activities undertaken by an agency in order to build and maintain public works or public facilities.

Waiver Valuation

The term waiver valuation means an administrative process for estimating fair market value for relatively low-value, noncomplex acquisitions. A waiver valuation is prepared in lieu of an appraisal.

PROPERTY APPRAISAL

An agency determines what specific property needs to be acquired for a public program or project after the project has been planned and government requirements have been met.

If your property, or a portion of it, needs to be acquired, you, the property owner, will be notified as soon as possible of (1) the agency's interest in acquiring your property, (2) the agency's obligation to secure any necessary appraisals, and (3) any other useful information.

When an agency begins the acquisition process, the first personal contact with you, the property owner, should be no later than during the appraisal of the property.

An appraiser will contact you to make an appointment to inspect your property. The appraiser is responsible for determining the initial fair market value of the property.

You, or a representative that you designate, will be invited to accompany the appraiser when the appraiser inspects your property. You can point out any unusual or hidden features of the property that the appraiser could overlook. At this time, you should advise the appraiser if any of these conditions exist:

- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else are located on your property.
- The presence of hazardous material, underground storage or utilities.

This is your opportunity to tell the appraiser about anything relevant to your property, including other properties in your area that have recently sold. The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties similar to yours in order to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property. This requirement may be partially responsible for any difference in the fair market value and market value of your property.

The appraisal report will describe your property and the agency will determine a value based on the condition of the property on the day that the appraiser last inspected it, as compared with other similar properties that have sold.

A recent change in California law makes you eligible to receive reimbursement of up to \$5,000 for the reasonable costs associated with retaining the services of a qualified real estate appraiser, licensed by the State Office of Real Estate Appraisers, to prepare an appraisal report for those same property rights for which an offer is being made.

JUST COMPENSATION

Once the appraisal of fair market value is complete, the appraisal report will be given to the agency to establish just compensation. This amount will never be less than the fair market value established by the appraisal.

If the agency is only acquiring a part of your property, there may be damages or benefits to your remaining property. Any allowable damages or benefits will be reflected in the just compensation amount. The agency will prepare a written offer of just compensation for you when negotiations begin.

Buildings, Structures and Improvements

The value of any buildings, structures, or other improvements on the property to be acquired will be taken into consideration in determining just compensation. An improvement will be valued as real property regardless of who owns it.

Tenant-Owned Buildings, Structures and Improvements

Sometimes tenants lease real property and build or add improvements for their use. Frequently, they have the right or obligation to remove the improvements at the expiration of the lease term. The agency must make an offer to the tenants to acquire these improvements as real property.

In order to be paid for these improvements, the tenant-owner must assign, transfer, and release to the agency all right, title, and interest in the improvements. Also, the owner of the real property on which the improvements are located must disclaim all interest in the improvements.

For an improvement, just compensation is the amount that the improvement contributes to the fair market value of the whole property, or its value for removal from the property (salvage value), whichever amount is greater.

Some improvements may be considered personal property under California law and, the tenant-owner may be reimbursed for moving them under the relocation assistance provision.

The agency will personally contact the tenant-owners of improvements to explain the procedures to be followed.

EXCEPTIONS TO THE APPRAISAL REQUIREMENT

The Uniform Act requires that all real property to be acquired must be appraised, but it also authorizes waiving that requirement for low value acquisitions.

Regulations provide that the appraisal may be waived:

- If you elect to donate the property and release the agency from the obligation of performing an appraisal, or
- If the agency believes the acquisition of your property is uncomplicated and a review of available data supports a fair market value likely to be \$10,000 or less, the agency may prepare a waiver valuation, rather than an appraisal, to estimate your fair market value.

THE WRITTEN OFFER

After the agency establishes just compensation it will begin negotiations with you or your designated representative by delivering the written offer of just compensation for the purchase of the real property. If practical, this offer will be delivered in person by a representative of the agency. Otherwise, the offer will be made by mail and followed up with a contact in person or by telephone. All owners of the property with known addresses will be contacted unless they collectively have designated one person to represent their interests.

An agency representative will explain agency acquisition policies and procedures in writing, either by use of an informational brochure, or in person.

The agency's written offer will consist of a written summary statement that includes all of the following information:

- The amount offered as just compensation.
- The description and location of the property and the interest to be acquired.
- The identification of the buildings and other improvements that are considered to be part of the real property.

In some cases, the offer will list items of real property (such as cabinets) that you wish to keep. If you decide to keep any or all of these items, the offer will be reduced by the value of the items retained. You will be responsible for removing the items from the property in a timely manner. The agency may elect to withhold a portion of the remaining offer until the retained items are removed from the property.

Any separately held ownership interests in the property, such as tenant-owned improvements, will be identified by the agency.

The agency may negotiate with each person who holds a separate ownership interest, or, may negotiate with the primary owner and prepare a check payable jointly to all owners.

The agency will give you a reasonable amount of time to consider the written offer and ask questions or seek clarification of anything that is not understood.

If you believe that all relevant material was not considered during the appraisal, you may present such information at this time. Modifications in the proposed terms and conditions of the purchase may be requested. The agency will consider any reasonable requests that are made during negotiations.

Partial Acquisition

Often an agency does not need all the property you own. The agency will usually purchase only what it needs.

If the agency intends to acquire only a portion of the property, the agency must state the amount to be paid for the part to be acquired.

In addition, an amount will be stated separately for damages, if any, to the portion of the property you will keep.

If the agency determines that the remainder property will have little or no value or use to you, the agency will consider this remainder to be an uneconomic remnant and will offer to purchase it. You have the option of accepting the offer for purchase of the uneconomic remnant or keeping the property.

Agreement between You and the Agency

When you reach agreement with the agency on the offer, you will be asked to sign a purchase agreement which will state the amount you are to be paid. Your signature will affirm that you and the agency are in agreement concerning the acquisition of the property, including terms and conditions.

If you do not reach an agreement with the agency because of some important point connected with the acquisition offer, the agency may suggest mediation as a means of coming to agreement. If the agency thinks that a settlement cannot be reached, it will initiate condemnation proceedings.

The agency may not take any action to force you into accepting its offer. Prohibited actions include:

- Advancing the condemnation process.
- Deferring negotiations.
- Deferring condemnation.
- Delaying the deposit of funds with the court for your use when condemnation is initiated.
- Any other coercive action designed to force an agreement regarding the price to be paid for your property.

PAYMENT

The next step in the acquisition process is payment for your property. As soon as all the necessary paperwork is completed for transferring title of the property, the agency will pay any liens that exist against the property and pay your equity to you. Your incidental expenses will also be paid or reimbursed.

Incidental expenses are reasonable expenses incurred as a result of transferring title to the agency, such as:

- Recording fees and transfer taxes.
- Documentary stamps.
- Evidence of title, however, the agency is not required to pay costs required solely to perfect your title or to assure that the title to the real property is entirely without defect.
- Surveys and legal descriptions of the real property.
- Other similar expenses necessary to convey the property to the agency.

Penalty costs and other charges for prepaying any pre-existing recorded mortgage entered into in good faith encumbering the real property will be reimbursed.

The pro rata share of any prepaid real property taxes that can be allocated to the period after the agency obtains title to the property or takes possession of it will be reimbursed.

If possible, the agency will pay these costs directly so that you will not need to pay the costs and then claim reimbursement.

POSSESSION

The agency may not take possession of your property unless:

- You have been paid the agreed purchase price, or
- In the case of condemnation, the agency has deposited with the court an amount for your benefit and use that is at least the amount of the agency's approved appraisal of the fair market value of your property, or
- The agency has paid the amount of the court award of compensation in the condemnation proceeding.

If the agency takes possession while persons still occupy the property:

- All persons occupying the property must receive a written notice to move in advance of the required date to move. In this context, the term person includes residential occupants, homeowners, tenants, businesses, non-profit organizations, and farms.
- Persons moving to another location are entitled to relocation assistance and certain monetary benefits provided by California law.

SETTLEMENT

The agency will make every effort to reach an agreement with you during negotiations. You may provide additional information, and make reasonable counter-offers and proposals for the agency to consider.

CONDEMNATION

If an agreement cannot be reached, the agency can acquire the property by exercising its power of eminent domain. It will do this by instituting formal condemnation proceedings in State court.

Litigation Expenses

Normally, the agency does not reimburse you for costs you incur as a result of condemnation proceedings. The agency will reimburse you, however, under any of the following conditions:

- The court determines that the agency cannot acquire your property by condemnation.
- The condemnation proceedings are abandoned by the agency without an agreed-upon settlement.
- The court determines, after it has established just compensation, that under California law you are entitled to recover "litigation expenses" (attorney fees and expert witness fees). California law provides that those items known as "statutory costs" (filing fees, deposition transcript fees, and similar items) are paid to you regardless of whether you are awarded litigation expenses.

The information is provided to assist you in understanding the requirements that must be met by agency, and your rights and obligations. If you have any questions, they will be promptly answered by an agency representative.

See the Eminent Domain – Information Pamphlet below for additional information.

EMINENT DOMAIN – INFORMATION PAMPHLET (SB 698)

I. Introduction

The Agency, City of Porterville, is a local government entity and is vested by law with the authority to exercise the power of eminent domain for this project.

Eminent domain is the power to purchase private property for a "public use" so long as the property owner is paid "just compensation." Whenever possible, the Agency tries to avoid use of the eminent domain power, exercising it only when it is necessary for a public project. The decision to acquire private property for a public project is made by the Agency only after a thorough review of the project, which often includes public hearings.

This pamphlet provides general information about the eminent domain process and the rights of the property owner in that process.¹

- **What is a "public use"?**

A "public use" is a use that confers public benefits, like the provision of public services or the promotion of public health, safety, and welfare. Public uses include a wide variety of projects such as street improvements, construction of water storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection. Some public uses are for private entities, such as universities, hospitals and public utilities, which serve the public.

- **What is "just compensation"?**

Just compensation is the **fair market value** of the property being acquired by the government. The state law definition of fair market value is "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

II. The Eminent Domain Process and the Property Owner's Rights

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private injury or inconvenience. If it is determined that all or a portion of your property may be necessary for a public use project, the Agency will begin the appraisal process to determine the property's fair market value.

- **How is the fair market value of my property determined?**

The Agency will hire an independent, accredited appraiser familiar with local property values to appraise your property. The appraiser will invite you to accompany him or her during an inspection of your property. You may give the appraiser any information about improvements and any special features that you believe may affect the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property meet with the appraiser instead.

After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide the Agency with the appraisal. The Agency will then make a written offer to purchase the property. The offer will also include a summary of the appraisal. The offer will be for no less than the amount of the appraisal.

¹ This pamphlet reflects the current law as of January 1, 2008. However, the information in this pamphlet is not, nor should it be construed as, legal advice. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice.

- **What factors does the appraiser consider in determining fair market value?**

Each parcel of real property is different and, therefore, no single formula can be used to appraise all properties. Among the factors an appraiser typically considers in estimating fair market value are:

- The location of the property;
- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable current and potential future zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use.

- **Will I receive a copy of the appraisal?**

The Agency is required to provide you with its purchase offer, a summary of the appraiser's opinion, and the basis for the Agency's offer. Among other things, this summary must include:

- A general statement of the Agency's proposed use for the property;
- An accurate description of the property to be acquired;
- A list of the improvements covered by the offer;
- The amount of the offer; and
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.

However, the Agency is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with four or fewer residential units. Otherwise, the Agency may, but is not required, to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court).

- **Can I have my own appraisal done?**

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the Agency. At the time of making its initial offer to you, the Agency must offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. To be eligible for reimbursement, the selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA) and is to have experience in appraisal of properties required for public acquisition under eminent domain principles. You may contact OREA at (916) 552-9900.

- **What advantages are there in selling my property to the Agency?**

A real estate transaction with the Agency is typically handled in the same way as the sale of private property. However, there may be a financial advantage to selling to the Agency.

- You will not be required to pay for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The Agency will pay all these costs.
- Although the Agency cannot give you tax advice or direction, you might also be eligible for certain property and income tax advantages. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.

- **If only a portion of my property is taken, will I be paid for the loss to my remaining property?**

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. The Agency will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property that is not offset by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

- **Will I be compensated for loss of goodwill to my business?**

If you are the owner of a business that is conducted on the property being acquired, you may have a right to compensation for lost business goodwill if the loss is caused by the acquisition of the property. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

- **What will happen to the loan on my property?**

Where the Agency is acquiring the entire property, generally the compensation payable to the owner is first used to satisfy outstanding loans or liens as in a typical real estate transaction. Where less than the entire property is being acquired, whether outstanding loans or liens are paid from the compensation will depend on the particular facts and circumstances.

- **Do I have to sell at the price offered?**

No. If you and the Agency are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell or enter into a purchase agreement.

- **If I agree to accept the Agency's offer, how soon will I be paid?**

If you reach a voluntary agreement to sell your property or an interest in the property to the Agency, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after a purchase/sale contract is signed by all parties.

- **What happens if we are unable to reach an agreement on the property's fair market value?**

The Agency, to the greatest extent practicable, will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, the Agency may file an Eminent Domain action in a court located within the same county/city where your property is located.

The first step is for the Agency staff to request authority from the Agency's County Board of Supervisors ("Board") or City Council (Council) to file a condemnation action. The approval from the Board/Council is called a "Resolution of Necessity." In considering whether condemnation is necessary, the Board/Council must determine whether the public interest and necessity require the project, whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the project. You will be given notice (Notice of Intent to Adopt a Resolution of Necessity) and an opportunity to appear before the Board/Council when it considers whether to adopt the Resolution of Necessity. You may want to call an attorney or contact an attorney referral service right away. You or your representatives can raise any objections to the Resolution of Necessity and the condemnation either orally before the Board/Council, or in writing to the Board/Counsel.

If the Agency's Board/Council adopts the Resolution of Necessity, the Agency can file a complaint in court to acquire title to the property upon payment of the property's fair market value. The Agency is the plaintiff. Anyone with a legal interest in the property, generally determined from a title report on the property (including tenants or mortgage holders), are named as defendants. Often, the Agency will also deposit the amount the Agency believes is the "probable amount of compensation" with the Court where the complaint is filed. A deposit must be made if the Agency is seeking to acquire possession of the property before agreement is reached on the fair market value.

- **Can the Agency acquire possession of my property before an agreement is reached as to the property's fair market value?**

In some cases, the Agency may decide it needs possession of the property before the property's fair market value is finally determined. In such a case, the Agency must apply to the Court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. The Agency is required to schedule a hearing with the Court on the proposed order for possession and to give you notice of the hearing. Notice must generally be sent 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the

order for possession should be granted. As noted above, the Agency must deposit with the Court the probable amount of just compensation in order to obtain possession of the property.

- **Can I oppose the motion for an order for possession?**

Yes. You may oppose the motion in writing by serving the Agency and the court with your written opposition within the period of time set forth in the notice from the Agency.

- **Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?**

Yes. Subject to the rights of any other persons having a property interest (such as a lender, tenant, or co-owner), you may withdraw the amount deposited with the Court before the eminent domain action is completed. If you withdraw the amount on deposit, you may still seek a higher fair market value during the eminent domain proceedings, but you may not contest the right of the Agency to acquire the property, meaning you cannot contest that the acquisition of your property is for a public purpose or is otherwise improper.

You also have the right to ask the court to require the Agency to increase the amount deposited with the Court if you believe the amount the Agency has deposited less than the "probable amount of compensation."

- **Can I contest the condemning agency's acquisition of the property?**

Yes. Provided you have not withdrawn the amount deposited, you can challenge in court the Agency's right to acquire or condemn the property.

- **What happens in an eminent domain trial?**

The main purpose of an eminent domain trial is to determine the fair market value of your property, including compensable interests such as lost business goodwill caused by the taking. The trial is usually conducted before a judge and jury. You (and any others with interests in the property) and the Agency will have the opportunity to present evidence of value, and the jury will determine the property's fair market value. In cases where the parties choose not to have a jury, the judge will decide the property's fair market value. Generally, each party to the litigation must disclose its respective appraisals to the other parties prior to trial.

If you challenge the Agency's right to acquire the property, the eminent domain trial will also determine whether or not the Agency has the legal right to acquire the property. In such cases, the judge (not the jury) will make this determination before any evidence is presented concerning the property's fair market value.

- **Am I entitled to interest?**

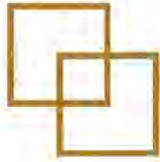
Anyone receiving compensation in an eminent domain action is generally entitled to interest on that compensation from the date the condemning agency takes possession of the property until the person receiving the compensation has been fully paid. The rate and calculation of the interest is determined under formulas in State law.

- **Will the Agency pay my attorneys' fees and costs?**

In an eminent domain action, you are entitled to be reimbursed by the condemning agency for your court costs such as court filing fees. In some circumstances, you may also be entitled to be reimbursed by the condemning agency for your attorneys' fees in the lawsuit. Whether you will be entitled to receive reimbursement for your attorneys' fees will depend on the particular facts and circumstances of the case and the offers and demand for compensation made in the action.

- **Will I receive assistance with relocation?**

Any person, business, or farm operation displaced as a result of the property acquisition is entitled to relocation advisory and financial assistance for eligible relocation expenses, such as moving expenses. The amount of relocation compensation is determined on a case-by-case basis in accordance with prescribed law. Relocation benefits are handled separate and apart from the determination of the property's fair market value and are not part of the eminent domain process.



**BENDER
ROSENTHAL, INC.**

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

4400 Auburn Boulevard, Suite 102
Sacramento, CA 95841
main: 916.978.4900 • fax: 916.978.4904
www.benderrosenthal.com

August 7, 2017

WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006

Greg and Cinda Woodard, Trustees
461 North Crestview Street
Porterville, CA 93257

Re: East Porterville Water Supply Project
Assessor's Parcel Nos. 255-190-022 & 254-010-059

Dear Mr. and Mrs. Woodard:

The City of Porterville desires to continue negotiations related to the purchase of property rights for the East Porterville Water Supply Project. This letter amends the offer that was previously sent to you.

The City has approved a revised offer of \$63,000, an increase of 10%.

Other sites have been considered as potential alternatives, however this site continues to be the preferred alternative due to factors including having existing facilities in place to support the project.

Enclosed for your review and approval are the following:

1. Signing Instructions for Owner;
2. Purchase and Sale Agreement, in duplicate;
3. Grant Deed;
4. W9

If you find the offer acceptable, please sign the documents, as stated in the Signing Instructions, and return the documents to me in the self addressed, stamped envelope provided. Copies of the documents are enclosed for your files. A response by August 18th is requested.

If you have any comments or items of specific concern you would like to discuss, please call me at (916) 978-4900.

Sincerely,

Quentin Green
Senior Right-of-Way Agent

Enclosures

APN's: 255-190-022 & 254-010-059
East Porterville Water Supply Project

SIGNING INSTRUCTIONS FOR OWNER

If you find the offer acceptable, **please sign and return** the following documents:

- 1) Purchase and Sale Agreement, 2 originals
- 2) Grant Deed
- 3) Please complete and sign W-9

Pages that require signatures are marked with "Sign Here" tags.

Please note that all signatures on the (Deed) must be acknowledged by a notary public. Bender Rosenthal, Inc., will provide a notary at your request that will meet with you at your convenience.

Please return the signed documents to me at Bender Rosenthal, Inc., 4400 Auburn Boulevard, Suite 102, Sacramento, CA 95841, in the enclosed self-addressed envelope.

Quentin Green
Acquisition Agent
Telephone: (916) 978-4900

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

Between

**GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD
FAMILY REVOCABLE TRUST**

SELLER

And

**CITY OF PORTERVILLE,
a California municipal corporation**

BUYER

DATED: _____, 2017

First American Title Company
("Escrow Holder")
484 N. Prospect Street, Suite C
Porterville, California 93257
Attention: Ann Kay
Telephone: (559) 306-3387
E-Mail: akay@firstam.com

Escrow No. 54075415152

Date of Opening of
Escrow: _____

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is made as of _____, 2017 ("Execution Date"), by and between **GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD FAMILY REVOCABLE TRUST** ("Seller"), and **CITY OF PORTERVILLE**, a California municipal corporation ("Buyer").

ARTICLE 1 PROPERTY

1.1 The Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property in Porterville, Tulare County, California, as described in **Exhibit A** (the "Property"), subject to the terms and conditions of this Agreement, any and all applicable federal, state and local laws, orders, rules, regulations, any and all outstanding rights of record or open and obvious on the ground, and all matters in the form of the Grant Deed also attached in **Exhibit A** (the "Deed").

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price The purchase price ("Purchase Price") for the Property is SIXTY THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00).

ARTICLE 3 AS IS SALE

ARTICLE 4 TITLE TO PROPERTY

4.1 Title. At the Closing (as defined in Section 7.2.1), Seller shall execute and deliver to Buyer the Deed to the Property in the form of **Exhibit A** attached hereto. Title will be evidenced by the issuance by First American Title Company ("Title Company") of a CLTA Standard Coverage Owner's Policy of Title Insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

4.1.1 A lien to secure payment of real property taxes and assessments, not delinquent;

4.1.2 Matters affecting the condition of title created or permitted to be created by or with the written consent of Buyer;

4.1.3 Standard exceptions in the Title Policy, and exceptions that are disclosed by the Title Report described in Section 5.1 or any supplementary report and that are approved or deemed approved by Buyer in accordance with Section 5.1; and

4.1.4 Any other exceptions or reservations set forth in the Deed.

4.2 Extended Coverage. Buyer, at its option and at its sole cost and expense, may obtain ALTA extended coverage and/or an ALTA survey, provided, however, that the failure to obtain such extended coverage will not be a condition to nor delay the Close of Escrow beyond the Closing Date, and that Seller will not be required to assume any obligations or liabilities in addition to Seller's obligations and liabilities under this Agreement.

ARTICLE 5 BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

5.1 Approval of Title.

(a) Buyer, at its sole cost and expense, has obtained a preliminary title report on the Property ("Title Report") together with copies of all the documents referred to in the Title Report that are provided by the Title Company with the Title Report, and has or shall furnish a copy of same to Buyer. Within the earlier to occur of (i) ten (10) days after receipt by Buyer of the Title Report, or (ii) Sixty (60) days after Opening of Escrow ("Title Contingency Date"), per Section Article 6 below, Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title to the Property disapproved by Buyer ("Disapproved Items"). If Buyer timely notifies Seller of Disapproved Items and all or some of the Disapproved Items (except for those Disapproved Items, if any, which will be removed upon the Close of Escrow in accordance with

the terms of this Agreement) are not cured or deleted as exceptions to title within ten (10) days after Seller's receipt of Buyer's Title Notice ("Seller's Cure Period"), Buyer will have the option of either waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow or terminating this Agreement, in which event the provisions of Section 5.1(b) will govern. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, insuring Buyer against any Disapproved Item set forth in Buyer's Title Notice, will be deemed a cure by Seller of such Disapproved Item. In the event Buyer elects to terminate this Agreement pursuant to this Section 5.1, Buyer shall notify Seller of its election by written notice no later than five (5) days after expiration of Seller's Cure Period. Buyer's failure to timely deliver written notice to Seller of its election will be deemed to be Buyer's election to proceed to the Close of Escrow and to waive its disapproval of such Disapproved Items. In no event will Seller's failure to cure or delete as exceptions to the Title Policy any Disapproved Items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price.

(b) If this Agreement is terminated pursuant to this Section 5.1., the Deposit will be returned to Buyer and neither party will have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.2 Compliance by Seller. Seller will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

ARTICLE 6 SELLER'S CONDITIONS TO CLOSING

The following are conditions precedent to Seller's obligation to sell the Property:

6.1 Compliance by Buyer. Buyer will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

ARTICLE 7 OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties shall deposit three (3) executed counterparts of this Agreement (and Buyer shall deposit the Deposit) with Escrow Holder and this instrument will serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby, including Escrow Holder's general provisions which are contained in **Exhibit B** attached hereto to the extent said general provisions do not conflict with the provisions contained in these Escrow Instructions. Escrow Holder shall insert the date of the Opening of Escrow on the upper right hand corner of the first page of this Agreement on each of the three counterparts. The Opening of Escrow is the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller and has received the Deposit from Buyer. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder is responsible only for undertaking such matters in conjunction with the Closing as are specifically provided for in this Agreement or in any additional or supplementary escrow instructions delivered by the parties.

7.2 Closing.

7.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Deed (the "Closing" or "Close of Escrow") will occur and delivery of all items to be made at the Closing under the terms of this Agreement will be made within thirty (30) days after the date of Opening of Escrow, unless the Closing date is extended upon mutual agreement between the parties.

7.2.2 Preclosing Conditions. Provided that Escrow Holder can comply with these instructions, that Escrow Holder has received the deliveries described in Sections 8.3 and 8.4 below, that Escrow Holder has not received prior written notice from a party that any condition to such party's obligations has not been fulfilled, or that Buyer has elected to terminate its rights and obligations under this Agreement pursuant to Article 5 or Seller has elected to terminate its rights and obligations under this Agreement pursuant to Article 6 and the Title Company has issued or is unconditionally prepared to issue to Buyer, as of the Closing Date, the Title Policy, then Escrow Holder is authorized and instructed to (a) record the Deed, (b) deliver the Purchase Price to Seller, less prorations and costs of Escrow in accordance with Section 8.6, (c) deliver a conformed copy of the recorded Deed, and (d) deliver the closing statements to Buyer and Seller in accordance with Section 8.2.4.

7.2.3 Failure to Close. If the Closing does not occur on or before the Closing Date (or as extended by mutual agreement), then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party will have any further obligations hereunder (other than the Surviving Obligations) and, unless the Escrow fails to close due to (a) a material default by Seller, (b) the failure of a condition precedent to Buyer's obligations hereunder, or (c) termination of this Agreement, the Deposit and any interest accrued thereon will be returned to Buyer, and all documents and other instruments must be returned to the party depositing the same into Escrow. If neither party is in default, then Buyer and Seller will share equally the cost of cancellation of Escrow. If only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow will be without prejudice to whatever legal rights, as such rights may be limited by the terms of this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

7.2.4 Notification; Closing Statements. If Escrow Holder cannot comply with the instructions in this Agreement and to be provided, Escrow Holder is not authorized to cause the recording of the Deed or close this Escrow. If Escrow Holder is unable to cause the recording of the Deed, Escrow Holder shall notify Jason Ridenour at (559) 782-7460 and Greg Woodard, without delay. If Escrow Holder is able to comply with the instructions herein and to be provided, at the Closing Escrow Holder shall deliver to Seller at the addresses provided in Section 12.9 a true, correct and complete copy of the Seller's closing statement, in the form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 10.9 a true, correct

and complete copy of Buyer's closing statement, in the form customarily prepared by Escrow Holder.

7.3 Deliveries by Seller. Not later than one business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following items:

7.3.1 Deed. The Deed in the form of **Exhibit A** duly executed and acknowledged by Seller.

7.3.2 California Form 593-C. California Form 593-C (Real Estate Withholding Certificate) duly executed by Seller, if applicable.

7.3.4 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement and/or necessary to effectuate the sale that have not previously been delivered.

7.4 Deliveries by Buyer. Not later than one (1) business day prior to the Closing Date (or such other time specified below), Buyer shall deposit with Escrow Holder the following items:

7.4.1 Purchase Price. A sum, in an amount equal to the Purchase Price, plus Buyer's share of the prorations and costs of Escrow that are required pursuant to this Article 8 to close Escrow.

7.4.2 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement and/or necessary to effectuate the sale that have not been previously delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

7.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, and rentals under the Licenses, if any, will be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the Closing Date. Seller and Buyer agree that any of the aforesaid prorations that cannot be calculated accurately as of the Closing Date will be prorated on the basis of the parties' reasonable estimates, and will be recomputed between Seller and Buyer when actual tax statements for the year of Closing are received, and either party owing the other party a sum of money based on such subsequent proration adjustment will promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, will pay interest thereon at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the Closing Date to the date of payment.

7.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment will be prorated as of midnight at the end of the day preceding the Close of Escrow. All installments not then yet due whether or not the same have been prepaid will not be prorated and Buyer shall assume such bonds or assessments. Any prepaid assessments made in advance of its due date will be credited to Seller. In addition, Buyer shall assume any and all future bonds, assessments, special taxes, fees or charges applicable to the Property for liabilities now or hereafter imposed by any governmental authority (collectively referred to as "Governmental Requirements") including, without limitation, any such Governmental Requirements imposed by the City of Porterville, and those for (a) common area improvements, whether or not specifically set forth in this Agreement, (b) local assessment or improvement districts, (c) any special tax assessments, (d) traffic mitigation improvements, (e) park and recreation fees, and/or (f) any other public facility infrastructure or traffic mitigation required or imposed by the City of Porterville. Buyer shall assume all such bonds or future assessments without offset or adjustment.

7.8 Costs and Expenses. The costs and expenses of Escrow upon Close of Escrow will be, without limitation, all recording charges, if any, the premium for the Title Policy, the cost of any documentary or other transfer taxes applicable to the sale, if any, and all other standard costs and charges of the Escrow.

7.9 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall disburse the Purchase Price less Seller's share of prorations as determined pursuant to this Agreement in immediately available funds, and, unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent as follows: Greg and Cinda Woodard, Trustees, 461 North Crestview Street, Porterville, CA 93257.

7.10 Delivery of Documents. Upon the Close of Escrow, Escrow Holder shall promptly deliver all instruments and documents to the parties as specified in Section 10.9. Escrow Holder shall promptly deliver to the party entitled thereto the recorded originals of such instruments or documents upon Escrow Holder's receipt of the same.

7.11 Supplemental Taxes. Seller and Buyer acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow and Escrow Holder is released of any liability in connection with same.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS;

8.1 Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, as follows:

8.1.1 Organization. Sellers are private individuals.

8.1.2 Enforceability. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are intended, provided Buyer has duly executed those documents requiring Buyer's signature, to be legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

8.1.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Seller.

8.2 Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, as follows:

8.2.1 Organization. Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of California and qualified to do business in California, with full power and authority to enter into and comply with the terms of this Agreement.

8.2.2 Enforceability. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are intended, provided Seller has duly executed those documents requiring Seller's signature, to be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8.2.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Buyer.

8.3 Mutual Representations and Covenants, Brokers and Finders. No broker's fee, finder's fee, commission or similar compensation will be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim; and Seller, if such claim is based upon any agreement alleged to have been made by Seller, agrees to indemnify and hold

Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section will survive the Close of Escrow or termination of this Agreement.

ARTICLE 9 POSSESSION

Possession of the Property will be delivered to Buyer upon deposit of the Purchase Funds into Escrow and the amount shown in Article 2 includes, but is not limited to, full payment for that possession and use, including damages, if any, from said date.

ARTICLE 10 MISCELLANEOUS

10.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in Closing and carrying out the transactions contemplated by this Agreement.

10.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing will be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived.

10.3 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

10.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor will any provision give any third persons any right to subrogation or action over or against any party to this Agreement.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

10.6 Amendment. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by the party to be bound.

10.7 Waiver. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

10.8 Timeliness. Seller and Buyer acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement and that failure to timely perform any of the material terms, conditions, obligations or provisions of this Agreement by either party is a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

10.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") must be in writing and must be (a) personally delivered; (b) delivered by a reputable overnight courier; or (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices will be deemed received at the earlier of (a) actual receipt or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices must be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller: GREG AND CINDA WOODARD, TRUSTEES
461 North Crestview Street
Porterville, CA 93257

If to Buyer: CITY OF PORTERVILLE
ATTN: Jason Ridenour, Economic Development and Housing
Manager
291 Main Street
Porterville, California 93257
Telephone: (559) 782-7460

10.10 Governing Law and Venue. This Agreement is to be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, will be brought in the county in which the Property is located. This Agreement is entered into and to be performed in Tulare County, California.

10.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.

10.12 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, will not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement will remain in full force and effect.

10.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) will include all numbers, and each gender will include all genders.

10.15 Joint and Several Liability. In the event either party hereto now or hereafter consists of more than one person, firm, or corporation, then and in such event, all such persons, firms, or corporations will be jointly and severally liable as parties under this Agreement.

10.16 Recording. Neither party may record this Agreement or any memorandum thereof.

10.17 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

10.18 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

10.19 Recitals and Exhibits. The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

10.20 Professional Fees and Costs. If any legal or equitable action, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application, or motion, are brought or undertaken, or an attorney retained, to enforce this Agreement or any closing document, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement or any closing document, then the successful or prevailing party or parties in such undertaking (or the party that would prevail if an action were brought) will be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses. The provisions of this Section will survive the Close of Escrow or the termination of this Agreement.

10.21 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property will exist, and this writing will have no binding force or effect, until executed and delivered by both Seller and Buyer.

10.22 Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be invalid or unenforceable only to the extent of such determination, which will not invalidate or otherwise render ineffective any other provision of this Agreement.

10.23 Merger. Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties of Buyer and Seller in this Agreement will merge into the Deed to be delivered by Seller to Buyer at Closing and will not survive the Closing of Escrow.

SELLER: THE WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006

By: _____

Name: Greg L. Woodard, Trustee

By: _____

Name: Cinda D. Woodard, Trustee

BUYER:

**CITY OF PORTERVILLE,
a California municipal corporation**

By: _____

Name: _____

Title: _____

THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT OF THE DEPOSIT AND THREE (3) EXECUTED COPIES OF THIS AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

ESCROW HOLDER:

First American Title Company

By: _____

Ann Kay, Escrow Officer

EXHIBIT A

[Grant Deed with Legal Descriptions]

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
4400 Auburn Boulevard, Suite 102
Sacramento, California 95841

NO FEE DOCUMENT

Per Cal Government Code 27383
and Cal Revenue and Taxation Code
11922

Project: East Porterville Water Supply Project

APNs: 255-190-022 & 254-010-059

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006, ("Grantor"), GRANTS to the CITY OF PORTERVILLE ("Grantee"), a California municipal corporation, all that real property, or interest therein together with all improvements and fixtures thereon, in the County of Tulare, State of California, described in Exhibit "A", attached hereto and made a part thereof ("Property").

IN WITNESS WHEREOF, GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES, have caused this Grant Deed to be executed as of the date set forth below the signature line.

Greg L. Woodard, Trustee

Cinda D. Woodard, Trustee

DATED: _____

EXHIBIT "A"

That portion of the Remainder parcel of Jasmine Ranch, Phase One Subdivision, as shown on map filed in Book 35 of maps, at page 49, in the Tulare County Recorder's office, situated in the Southeast quarter of the Southwest quarter of Section 19, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING at the Southeast corner of the Southeast quarter, of said Southwest quarter:

THENCE, South $89^{\circ} 59' 46''$ West, along the south line of said Southeast quarter of the Southwest quarter, 635.00 feet, to a point in the east line of that portion designated as "Not-A-Part" parcel as shown on said Jasmine Ranch, Phase One Subdivision;

THENCE, North $00^{\circ} 00' 14''$ West, along said east line, 110 feet, to the Northeast corner of said "Not-A-Part" parcel;

THENCE, South $89^{\circ} 59' 46''$ West, along the north line of said "Not-A-Part" parcel, a distance 90.00 feet, to the **POINT OF BEGINNING**;

THENCE, North $00^{\circ} 00' 14''$ West, a distance of 170.00 feet;

THENCE, South $89^{\circ} 59' 46''$ West, 244.86 feet to a point in the west line of said Remainder parcel;

THENCE, South $13^{\circ} 14' 22''$ East, along said west line, a distance of 169.00 feet;

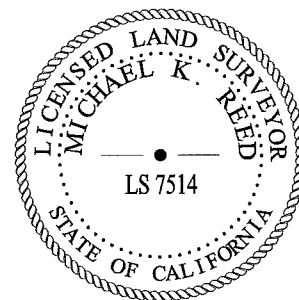
THENCE, South $75^{\circ} 14' 22''$ East, 101.52 feet, to a point in the west line of said "Not-A-Part" parcel;

THENCE, North $00^{\circ} 00' 14''$ West, along said west line, 20.38 feet, to the northwest corner thereof;

THENCE, North $89^{\circ} 59' 46''$ East, along the north line of said parcel, 108.00 feet, to the **POINT OF BEGINNING**.

BASIS OF BEARING for the parcel described herein is the North line of the South half of the Southwest quarter of said Section 19, Township 21 South, Range 28 East, taken as South $89^{\circ} 51' 16''$ East per Jasmine Ranch, Phase One Subdivision filed in Book 35 of maps, at page 49, in the Office of the Tulare County Recorder.

End of Description



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT B

ESCROW HOLDER GENERAL PROVISIONS

THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Action</u>
1,2,3,	Current Taxes/Assessments - Taxes shall be cleared and prorated effective close of escrow
8 Utility Easement	Does not impact project
9 Utility Easement	Does not impact project

THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Reason</u>
4 Lien of supplemental taxes	Lien of taxes shall be paid and eliminated from this escrow
5 Temporary Easement	Eliminate – not in right of way
6 Water Easement	Eliminate – not in right of way
7 Water line and road	Eliminate – not in right of way
10 Grant Deed-Legal description	This partial, public acquisition provides metes/bounds description – this exception can be eliminated
11 Rights or claims to water	Eliminate – CLTA policy only
12 Rights of parties in possession	Eliminate – CLTA policy only
13 Trust documentation	Obtain required documentation and clear

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

Between

**GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD
FAMILY REVOCABLE TRUST**

SELLER

And

**CITY OF PORTERVILLE,
a California municipal corporation**

BUYER

DATED: _____, 2017

First American Title Company
("Escrow Holder")
484 N. Prospect Street, Suite C
Porterville, California 93257
Attention: Ann Kay
Telephone: (559) 306-3387
E-Mail: akay@firstam.com

Escrow No. 54075415152

Date of Opening of
Escrow: _____

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is made as of _____, 2017 ("Execution Date"), by and between **GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD FAMILY REVOCABLE TRUST** ("Seller"), and **CITY OF PORTERVILLE**, a California municipal corporation ("Buyer").

ARTICLE 1 PROPERTY

1.1 The Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property in Porterville, Tulare County, California, as described in **Exhibit A** (the "Property"), subject to the terms and conditions of this Agreement, any and all applicable federal, state and local laws, orders, rules, regulations, any and all outstanding rights of record or open and obvious on the ground, and all matters in the form of the Grant Deed also attached in **Exhibit A** (the "Deed").

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price The purchase price ("Purchase Price") for the Property is SIXTY THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00).

ARTICLE 3 AS IS SALE

ARTICLE 4 TITLE TO PROPERTY

4.1 Title. At the Closing (as defined in Section 7.2.1), Seller shall execute and deliver to Buyer the Deed to the Property in the form of **Exhibit A** attached hereto. Title will be evidenced by the issuance by First American Title Company ("Title Company") of a CLTA Standard Coverage Owner's Policy of Title Insurance in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

4.1.1 A lien to secure payment of real property taxes and assessments, not delinquent;

4.1.2 Matters affecting the condition of title created or permitted to be created by or with the written consent of Buyer;

4.1.3 Standard exceptions in the Title Policy, and exceptions that are disclosed by the Title Report described in Section 5.1 or any supplementary report and that are approved or deemed approved by Buyer in accordance with Section 5.1; and

4.1.4 Any other exceptions or reservations set forth in the Deed.

4.2 Extended Coverage. Buyer, at its option and at its sole cost and expense, may obtain ALTA extended coverage and/or an ALTA survey, provided, however, that the failure to obtain such extended coverage will not be a condition to nor delay the Close of Escrow beyond the Closing Date, and that Seller will not be required to assume any obligations or liabilities in addition to Seller's obligations and liabilities under this Agreement.

ARTICLE 5 BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

5.1 Approval of Title.

(a) Buyer, at its sole cost and expense, has obtained a preliminary title report on the Property ("Title Report") together with copies of all the documents referred to in the Title Report that are provided by the Title Company with the Title Report, and has or shall furnish a copy of same to Buyer. Within the earlier to occur of (i) ten (10) days after receipt by Buyer of the Title Report, or (ii) Sixty (60) days after Opening of Escrow ("Title Contingency Date"), per Section Article 6 below, Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title to the Property disapproved by Buyer ("Disapproved Items"). If Buyer timely notifies Seller of Disapproved Items and all or some of the Disapproved Items (except for those Disapproved Items, if any, which will be removed upon the Close of Escrow in accordance with

the terms of this Agreement) are not cured or deleted as exceptions to title within ten (10) days after Seller's receipt of Buyer's Title Notice ("Seller's Cure Period"), Buyer will have the option of either waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow or terminating this Agreement, in which event the provisions of Section 5.1(b) will govern. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, insuring Buyer against any Disapproved Item set forth in Buyer's Title Notice, will be deemed a cure by Seller of such Disapproved Item. In the event Buyer elects to terminate this Agreement pursuant to this Section 5.1, Buyer shall notify Seller of its election by written notice no later than five (5) days after expiration of Seller's Cure Period. Buyer's failure to timely deliver written notice to Seller of its election will be deemed to be Buyer's election to proceed to the Close of Escrow and to waive its disapproval of such Disapproved Items. In no event will Seller's failure to cure or delete as exceptions to the Title Policy any Disapproved Items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price.

(b) If this Agreement is terminated pursuant to this Section 5.1., the Deposit will be returned to Buyer and neither party will have any further rights or obligations under this Agreement (other than the Surviving Obligations).

5.2 Compliance by Seller. Seller will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

ARTICLE 6 SELLER'S CONDITIONS TO CLOSING

The following are conditions precedent to Seller's obligation to sell the Property:

6.1 Compliance by Buyer. Buyer will have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

ARTICLE 7 OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties shall deposit three (3) executed counterparts of this Agreement (and Buyer shall deposit the Deposit) with Escrow Holder and this instrument will serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby, including Escrow Holder's general provisions which are contained in **Exhibit B** attached hereto to the extent said general provisions do not conflict with the provisions contained in these Escrow Instructions. Escrow Holder shall insert the date of the Opening of Escrow on the upper right hand corner of the first page of this Agreement on each of the three counterparts. The Opening of Escrow is the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller and has received the Deposit from Buyer. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder is responsible only for undertaking such matters in conjunction with the Closing as are specifically provided for in this Agreement or in any additional or supplementary escrow instructions delivered by the parties.

7.2 Closing.

7.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Deed (the "Closing" or "Close of Escrow") will occur and delivery of all items to be made at the Closing under the terms of this Agreement will be made within thirty (30) days after the date of Opening of Escrow, unless the Closing date is extended upon mutual agreement between the parties.

7.2.2 Preclosing Conditions. Provided that Escrow Holder can comply with these instructions, that Escrow Holder has received the deliveries described in Sections 8.3 and 8.4 below, that Escrow Holder has not received prior written notice from a party that any condition to such party's obligations has not been fulfilled, or that Buyer has elected to terminate its rights and obligations under this Agreement pursuant to Article 5 or Seller has elected to terminate its rights and obligations under this Agreement pursuant to Article 6 and the Title Company has issued or is unconditionally prepared to issue to Buyer, as of the Closing Date, the Title Policy, then Escrow Holder is authorized and instructed to (a) record the Deed, (b) deliver the Purchase Price to Seller, less prorations and costs of Escrow in accordance with Section 8.6, (c) deliver a conformed copy of the recorded Deed, and (d) deliver the closing statements to Buyer and Seller in accordance with Section 8.2.4.

7.2.3 Failure to Close. If the Closing does not occur on or before the Closing Date (or as extended by mutual agreement), then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party will have any further obligations hereunder (other than the Surviving Obligations) and, unless the Escrow fails to close due to (a) a material default by Seller, (b) the failure of a condition precedent to Buyer's obligations hereunder, or (c) termination of this Agreement, the Deposit and any interest accrued thereon will be returned to Buyer, and all documents and other instruments must be returned to the party depositing the same into Escrow. If neither party is in default, then Buyer and Seller will share equally the cost of cancellation of Escrow. If only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow will be without prejudice to whatever legal rights, as such rights may be limited by the terms of this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

7.2.4 Notification; Closing Statements. If Escrow Holder cannot comply with the instructions in this Agreement and to be provided, Escrow Holder is not authorized to cause the recording of the Deed or close this Escrow. If Escrow Holder is unable to cause the recording of the Deed, Escrow Holder shall notify Jason Ridenour at (559) 782-7460 and Greg Woodard, without delay. If Escrow Holder is able to comply with the instructions herein and to be provided, at the Closing Escrow Holder shall deliver to Seller at the addresses provided in Section 12.9 a true, correct and complete copy of the Seller's closing statement, in the form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 10.9 a true, correct

and complete copy of Buyer's closing statement, in the form customarily prepared by Escrow Holder.

7.3 Deliveries by Seller. Not later than one business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following items:

7.3.1 Deed. The Deed in the form of **Exhibit A** duly executed and acknowledged by Seller.

7.3.2 California Form 593-C. California Form 593-C (Real Estate Withholding Certificate) duly executed by Seller, if applicable.

7.3.4 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement and/or necessary to effectuate the sale that have not previously been delivered.

7.4 Deliveries by Buyer. Not later than one (1) business day prior to the Closing Date (or such other time specified below), Buyer shall deposit with Escrow Holder the following items:

7.4.1 Purchase Price. A sum, in an amount equal to the Purchase Price, plus Buyer's share of the prorations and costs of Escrow that are required pursuant to this Article 8 to close Escrow.

7.4.2 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement and/or necessary to effectuate the sale that have not been previously delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

7.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, and rentals under the Licenses, if any, will be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the Closing Date. Seller and Buyer agree that any of the aforesaid prorations that cannot be calculated accurately as of the Closing Date will be prorated on the basis of the parties' reasonable estimates, and will be recomputed between Seller and Buyer when actual tax statements for the year of Closing are received, and either party owing the other party a sum of money based on such subsequent proration adjustment will promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, will pay interest thereon at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the Closing Date to the date of payment.

7.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment will be prorated as of midnight at the end of the day preceding the Close of Escrow. All installments not then yet due whether or not the same have been prepaid will not be prorated and Buyer shall assume such bonds or assessments. Any prepaid assessments made in advance of its due date will be credited to Seller. In addition, Buyer shall assume any and all future bonds, assessments, special taxes, fees or charges applicable to the Property for liabilities now or hereafter imposed by any governmental authority (collectively referred to as "Governmental Requirements") including, without limitation, any such Governmental Requirements imposed by the City of Porterville, and those for (a) common area improvements, whether or not specifically set forth in this Agreement, (b) local assessment or improvement districts, (c) any special tax assessments, (d) traffic mitigation improvements, (e) park and recreation fees, and/or (f) any other public facility infrastructure or traffic mitigation required or imposed by the City of Porterville. Buyer shall assume all such bonds or future assessments without offset or adjustment.

7.8 Costs and Expenses. The costs and expenses of Escrow upon Close of Escrow will be, without limitation, all recording charges, if any, the premium for the Title Policy, the cost of any documentary or other transfer taxes applicable to the sale, if any, and all other standard costs and charges of the Escrow.

7.9 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall disburse the Purchase Price less Seller's share of prorations as determined pursuant to this Agreement in immediately available funds, and, unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent as follows: Greg and Cinda Woodard, Trustees, 461 North Crestview Street, Porterville, CA 93257.

7.10 Delivery of Documents. Upon the Close of Escrow, Escrow Holder shall promptly deliver all instruments and documents to the parties as specified in Section 10.9. Escrow Holder shall promptly deliver to the party entitled thereto the recorded originals of such instruments or documents upon Escrow Holder's receipt of the same.

7.11 Supplemental Taxes. Seller and Buyer acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow and Escrow Holder is released of any liability in connection with same.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS;

8.1 Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, as follows:

8.1.1 Organization. Sellers are private individuals.

8.1.2 Enforceability. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are intended, provided Buyer has duly executed those documents requiring Buyer's signature, to be legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

8.1.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Seller.

8.2 Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, as follows:

8.2.1 Organization. Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of California and qualified to do business in California, with full power and authority to enter into and comply with the terms of this Agreement.

8.2.2 Enforceability. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are intended, provided Seller has duly executed those documents requiring Seller's signature, to be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8.2.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Buyer.

8.3 Mutual Representations and Covenants, Brokers and Finders. No broker's fee, finder's fee, commission or similar compensation will be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim; and Seller, if such claim is based upon any agreement alleged to have been made by Seller, agrees to indemnify and hold

Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section will survive the Close of Escrow or termination of this Agreement.

ARTICLE 9 POSSESSION

Possession of the Property will be delivered to Buyer upon deposit of the Purchase Funds into Escrow and the amount shown in Article 2 includes, but is not limited to, full payment for that possession and use, including damages, if any, from said date.

ARTICLE 10 MISCELLANEOUS

10.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in Closing and carrying out the transactions contemplated by this Agreement.

10.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing will be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived.

10.3 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

10.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor will any provision give any third persons any right to subrogation or action over or against any party to this Agreement.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

10.6 Amendment. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by the party to be bound.

10.7 Waiver. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

10.8 Timeliness. Seller and Buyer acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement and that failure to timely perform any of the material terms, conditions, obligations or provisions of this Agreement by either party is a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

10.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") must be in writing and must be (a) personally delivered; (b) delivered by a reputable overnight courier; or (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices will be deemed received at the earlier of (a) actual receipt or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices must be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller: GREG AND CINDA WOODARD, TRUSTEES
461 North Crestview Street
Porterville, CA 93257

If to Buyer: CITY OF PORTERVILLE
ATTN: Jason Ridenour, Economic Development and Housing
Manager
291 Main Street
Porterville, California 93257
Telephone: (559) 782-7460

10.10 Governing Law and Venue. This Agreement is to be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, will be brought in the county in which the Property is located. This Agreement is entered into and to be performed in Tulare County, California.

10.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and will not affect the construction or interpretation of any of its provisions.

10.12 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, will not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement will remain in full force and effect.

10.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) will include all numbers, and each gender will include all genders.

10.15 Joint and Several Liability. In the event either party hereto now or hereafter consists of more than one person, firm, or corporation, then and in such event, all such persons, firms, or corporations will be jointly and severally liable as parties under this Agreement.

10.16 Recording. Neither party may record this Agreement or any memorandum thereof.

10.17 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

10.18 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

10.19 Recitals and Exhibits. The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

10.20 Professional Fees and Costs. If any legal or equitable action, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application, or motion, are brought or undertaken, or an attorney retained, to enforce this Agreement or any closing document, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement or any closing document, then the successful or prevailing party or parties in such undertaking (or the party that would prevail if an action were brought) will be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses. The provisions of this Section will survive the Close of Escrow or the termination of this Agreement.

10.21 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property will exist, and this writing will have no binding force or effect, until executed and delivered by both Seller and Buyer.

10.22 Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be invalid or unenforceable only to the extent of such determination, which will not invalidate or otherwise render ineffective any other provision of this Agreement.

10.23 Merger. Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties of Buyer and Seller in this Agreement will merge into the Deed to be delivered by Seller to Buyer at Closing and will not survive the Closing of Escrow.

SELLER: THE WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006

By: _____

Name: Greg L. Woodard, Trustee

By: _____

Name: Cinda D. Woodard, Trustee

**BUYER: CITY OF PORTERVILLE,
a California municipal corporation**

By: _____

Name: _____

Title: _____

THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT OF THE DEPOSIT AND THREE (3) EXECUTED COPIES OF THIS AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

ESCROW HOLDER: First American Title Company

By: _____

Ann Kay, Escrow Officer

EXHIBIT A

[Grant Deed with Legal Descriptions]

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
4400 Auburn Boulevard, Suite 102
Sacramento, California 95841

NO FEE DOCUMENT

Per Cal Government Code 27383
and Cal Revenue and Taxation Code
11922

Project: East Porterville Water Supply Project

APNs: 255-190-022 & 254-010-059

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES OF THE WOODARD FAMILY REVOCABLE TRUST OF AUGUST 10, 2006, ("Grantor"), GRANTS to the CITY OF PORTERVILLE ("Grantee"), a California municipal corporation, all that real property, or interest therein together with all improvements and fixtures thereon, in the County of Tulare, State of California, described in Exhibit "A", attached hereto and made a part thereof ("Property").

IN WITNESS WHEREOF, GREG L. WOODARD AND CINDA D. WOODARD, TRUSTEES, have caused this Grant Deed to be executed as of the date set forth below the signature line.

Greg L. Woodard, Trustee

Cinda D. Woodard, Trustee

DATED: _____

EXHIBIT "A"

That portion of the Remainder parcel of Jasmine Ranch, Phase One Subdivision, as shown on map filed in Book 35 of maps, at page 49, in the Tulare County Recorder's office, situated in the Southeast quarter of the Southwest quarter of Section 19, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows: **COMMENCING** at the Southeast corner of the Southeast quarter, of said Southwest quarter:

THENCE, South $89^{\circ} 59' 46''$ West, along the south line of said Southeast quarter of the Southwest quarter, 635.00 feet, to a point in the east line of that portion designated as "Not-A-Part" parcel as shown on said Jasmine Ranch, Phase One Subdivision;

THENCE, North $00^{\circ} 00' 14''$ West, along said east line, 110 feet, to the Northeast corner of said "Not-A-Part" parcel;

THENCE, South $89^{\circ} 59' 46''$ West, along the north line of said "Not-A-Part" parcel, a distance 90.00 feet, to the **POINT OF BEGINNING**;

THENCE, North $00^{\circ} 00' 14''$ West, a distance of 170.00 feet;

THENCE, South $89^{\circ} 59' 46''$ West, 244.86 feet to a point in the west line of said Remainder parcel;

THENCE, South $13^{\circ} 14' 22''$ East, along said west line, a distance of 169.00 feet;

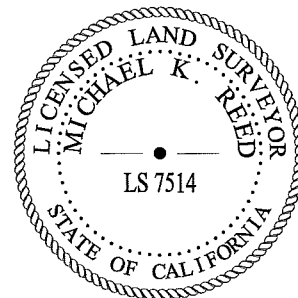
THENCE, South $75^{\circ} 14' 22''$ East, 101.52 feet, to a point in the west line of said "Not-A-Part" parcel;

THENCE, North $00^{\circ} 00' 14''$ West, along said west line, 20.38 feet, to the northwest corner thereof;

THENCE, North $89^{\circ} 59' 46''$ East, along the north line of said parcel, 108.00 feet, to the **POINT OF BEGINNING**.

BASIS OF BEARING for the parcel described herein is the North line of the South half of the Southwest quarter of said Section 19, Township 21 South, Range 28 East, taken as South $89^{\circ} 51' 16''$ East per Jasmine Ranch, Phase One Subdivision filed in Book 35 of maps, at page 49, in the Office of the Tulare County Recorder.

End of Description



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public*Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT B

ESCROW HOLDER GENERAL PROVISIONS

THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Action</u>
1,2,3,	Current Taxes/Assessments - Taxes shall be cleared and prorated effective close of escrow
8 Utility Easement	Does not impact project
9 Utility Easement	Does not impact project

THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Reason</u>
4 Lien of supplemental taxes	Lien of taxes shall be paid and eliminated from this escrow
5 Temporary Easement	Eliminate – not in right of way
6 Water Easement	Eliminate – not in right of way
7 Water line and road	Eliminate – not in right of way
10 Grant Deed-Legal description	This partial, public acquisition provides metes/bounds description – this exception can be eliminated
11 Rights or claims to water	Eliminate – CLTA policy only
12 Rights of parties in possession	Eliminate – CLTA policy only
13 Trust documentation	Obtain required documentation and clear

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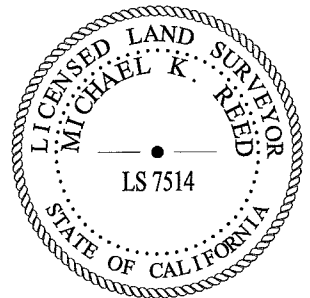
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End of Description



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)

County of _____)

On _____ before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Public Hearing on the Establishment of By-District Election Boundaries for the Porterville City Council

SOURCE: Administrative Services

COMMENT: As the Council is aware, on August 30, 2017, the City of Porterville received a letter from Marguerite Melo of Melo and Sarsfield in which Ms. Melo asserts that the City's current "at-large" voting system is not in compliance with the California Voting Right Act (Elec. Code § 14025 et seq.). The letter threatens litigation unless the City voluntarily agrees to implement district elections. At its meeting of September 19, 2017, the City Council adopted a resolution to initiate procedures for establishing and implementing by-district elections. The next step in this process is to conduct public hearings to receive public input prior to the drafting of district maps. This public hearing is the first of three that the City will hold to receive public comment prior to the maps being drawn. The additional two pre-map public hearings will be held on October 10 and October 17, 2017.

The process of conversion from at-large to district elections consists of: two public hearings (the City is conducting three to provide ample opportunity for public comment); the drawing of draft maps; two additional public hearings; and finally, the adoption of an ordinance selecting a district map and establishing the process by which staggered district elections will be implemented.

Because the City's Charter specifically sets forth the requirement that City elections be at-large, the voters will also need to authorize a Charter amendment. The earliest time in which this could be placed before the voters would be on the June 2018 ballot, with the process commencing in January 2018.

RECOMMENDATION: That the City Council conduct a public hearing to receive public input for criteria in the drafting of district boundary maps.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Update on status of water connection to Burton Unified School District campus at Redwood Street and Thurman Avenue

SOURCE: Community Development

COMMENT: At the City Council meeting of May 7, 2013, a scheduled matter brought forward, at the request of Burton School District (“District”), was the consideration of a new school campus at the northeast corner of Redwood Street and Thurman Avenue, in western Porterville. In accordance with Public Resources Code Section 21151.2 and Government Code Section 65402, the District had requested the City’s determination of General Plan consistency. In addition, the District requested water and sewer services.

At that time, the City’s Urban Development Boundary (“UDB”) had not yet been updated to reflect the growth goals of the 2030 Porterville General Plan, and so the District was not eligible to pursue annexation at that time. The school was, however, within the proposed UDB. In determining that the proposed school is consistent with the City’s General Plan, the Council ordered that the District’s request for water and sewer be granted, contingent upon a commitment to annex to the City upon eligibility.

Because of a variety of delays, the District is only now beginning to move forward with construction of the new school. Grading activities have commenced; if the District had not begun construction at the site by September 30, 2017, the project would have surpassed the four-year time limit stipulated by the State, and would have had to start over with design and funding applications. District and City staff recently met to review the District’s upcoming need for water and sewer services, and agree that because the District is now eligible for annexation, that process must be initiated. A public hearing will be scheduled for the meeting of October 17, 2017, to make application to the Local Agency Formation Commission (“LAFCo”) for the annexation of the proposed school site, the existing school (Redwood Charter Academy), and the two properties to the south of the schools.

Anticipating annexation, District and City staff also discussed what standards might change, if any, as a result of the incorporation of the facility into the city limits. The most obvious needs relate to the Fire Department and Public Works Department, and can be described as follows:

- All hydrant spacing in the public way shall be at 500 foot intervals.
- All hydrant spacing on the project site shall be at 300 foot intervals.
- These adjustments will actually reduce the number of on-site hydrants required for the site, will be better configured for Fire Department apparatus to use them, and will provide improved water flow to hydrants

on site in case of fire.

- All Fire Department Connections (FDC) shall be placed in approved locations, which will result in some adjustments to the locations as shown on plans.
- Street lights along Thurman Avenue and Redwood Street.
- Confirmation of adequate fire flow for the site.
- Site reservation for future City of Porterville sewer lift station.
- CEQA Transportation Mitigation Measures:
 1. Redwood St. & Thurman Ave. - Install 3-way stop signs, install stop limit lines, pavement markings, and install yellow crosswalk on east leg.
 2. Elderwood St. & Thurman Ave. - Install 2 ADA compliant curb ramps, installed yellow crosswalks on south and west legs, and install 2 Rectangle Rapid Flashing Beacons (RRFB).
 3. Thurman Ave. & Birch St. - Remove existing crosswalk on Thurman Ave., remove and replace 2 curb ramps crossing Birch St. with ADA compliant curb ramps.

It is important to note that staff from both agencies are working together to find the best available solutions without impeding the construction process for the new school. To the greatest extent feasible, given the late stage at which the project would be annexed, and thus subject to City standards, the District has expressed an intent to comply with City standards.

RECOMMENDATION:

That the City Council:

1. Consider authorizing staff to issue a permit for public improvements upon consensus of the design while the District processes an annexation application for the school site and required surrounding properties; and
2. Accept public improvements upon completing the annexation process.

ATTACHMENTS:

1. Site Plan
2. Burton New K-8 Plans
3. Staff Report of May 7, 2013
4. Traffic Study

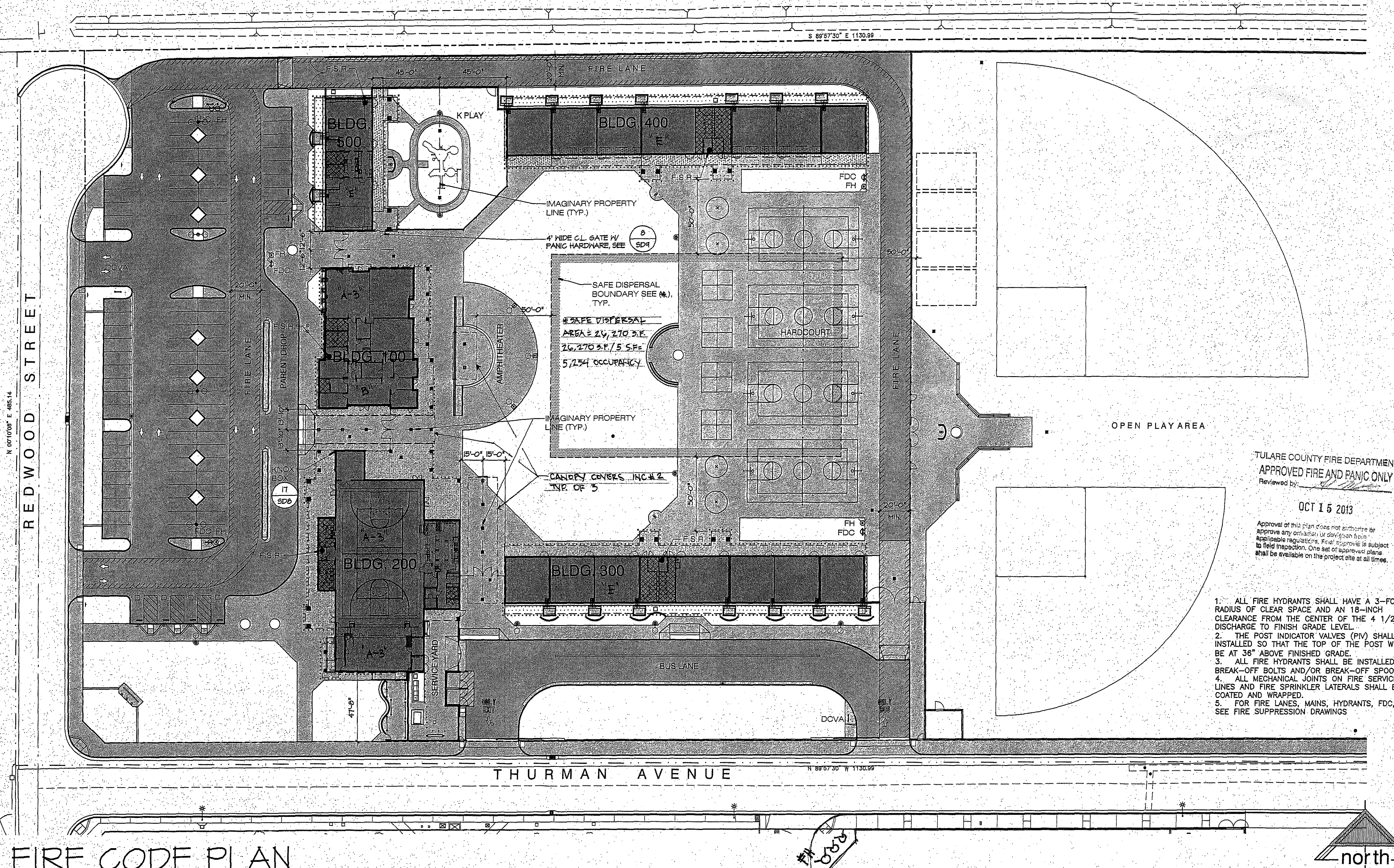
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

F:\01 Projects\1306\Drawings\01 Architectural\1306_FCI - Fire Code.dwg 9/18/13 08:20:00 AM jae



LEGEND AND NOTES

- NEW BUILDING
- ACCESSIBLE RESTROOMS, SEE FLOOR PLANS FOR GENDER
- PROPERTY LINE / RIGHT OF WAY LINE
- BUILDING SETBACK (IMAGINARY PROPERTY LINE)
- 20'-0" WIDE FIRE LANE
- PERIMETER (P)
- FRONTAGE (F)
- BUILDING OCCUPANCY PER CBC CHAPTER 3
- F.D.C. FIRE DEPARTMENT CONNECTION
- F.H. FIRE HYDRANT / SHUT-OFF VALVE
- F.R. FIRE SPRINKLER RISER

LOCAL FIRE AUTHORITY REVIEW

DSA-810 LOCAL FIRE AUTHORITY REVIEW DSA Application #: 02-113024

School District: BURTON SCHOOL DISTRICT

Project Address: CORNER OF THURMAN AVE & REDWOOD ST. PORTERVILLE, CA 93257

Local Fire Authority to complete Sections 1-7 as applicable to this project, and sign below. (Check Sections 1-5 per day)

KEY: "YES" = Complies with LFA Requirements "N/A" = Not applicable to this project
"NR" = LFA elects not to review No Check mark = Reviewed but not approved. Complete Section 7.

YES N/A NR

1. Elevator: Where an elevator does not meet medical emergency service code size, per 2010 California building code (CBC), the Local Fire Authority approves the use of stairways for emergency rescue and patient transport.

2. Access Route: Access Route, Fire Lane Markings, pavers and Gate Entrances are in accordance with Title 19, Calif. Code of Regulations & 2010 California Fire Code (CFC) Chapter 5.

3. Fire Flow: Fire hydrant location and distribution complies with 2010 CFC NFPA 1142 (Alternate Means). When NR is checked, DSA can only review alternate water storage as an alternate means. Signature of the School District Official is required to acknowledge use of NFPA 1142 as LFA alternate means.

4. Automatic Fire Sprinkler Systems (AFSS): The location(s) of the proposed Post Indicator Valve (PIV) and Fire Dept. Connection (FDC) meet the requirements of this jurisdiction.

5. The location(s) of the Detector Check Valve Assembly (DCVA) meet the requirements of this jurisdiction.

6. Is project located in a Hazard Severity Zone Area? (2010 CBC, Chapter 7A, Section 701A.3.1)
Yes ☐ No ☒ If YES, Type (check one): Moderate ☐ High ☐ Very High ☐ WFA (If one of these boxes is checked plans will have to meet requirements of Chapter 7A)

7. COMMENTS: Note Disfunders:

8. LOCAL FIRE AUTHORITY INFORMATION:
AGENCY NAME (print): TULARE COUNTY FIRE DEPARTMENT
ADDRESS (print): 907 W. Vasilla Road
CITY/STATE/ZIP (print): Farmersville, CA 93223-1843
PHONE NUMBER (print): (559) 747-8233 e-mail:

Completion of lines 1-7 (including school district representative signature on line 3 if alternate means required) and LFA signature below signifies that the Local Fire Authority has reviewed the listed items for this project.
Items not checked or marked NO will be reviewed by the DSA.
Note: Only sign the DSA-810 when issued onto the site plan. Loose form not acceptable to DSA.

REVIEWED BY: Ron Walters (Title Head) Signature: Date: 9/18/13
RANK/TITLE (print): FIRE INSPECTOR

BUILDING CODE SUMMARY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
BUILDING DESIGNATION	BUILDING NAME	OCCUPANCY CLASSIFICATION CBC CHAPTER 3	ALLOWABLE BUILDING AREA CBC 503	ACTUAL BUILDING AREA CBC 202			CONSTRUCTION TYPE CBC TABLE 503	SEPARATION OF OCCUPANCIES CBC 508.3	ACTUAL BUILDING HEIGHT CBC TABLE 503	ALLOWABLE BUILDING HEIGHT CBC TABLE 503	ACTUAL # OF STORIES CBC TABLE 503	ALLOWABLE # OF STORIES CBC TABLE 503	BUILDING SEPARATION (FIRE WALLS) CBC 705.1	AUTOMATIC FIRE SPRINKLER SYSTEM CBC 903	USE OF FIRE SPRINKLERS	FRONTAGE INCREASE h = (F/P - 0.25) W/30 CBC 506.2	AREA MODIFICATION A _u = (A _s × h) + (A _s × l) CBC 506.2	TOTAL ALLOWABLE AREA CALCULATION					MINIMUM REQUIRED FIRE FLOW CFC TABLE #105.1	FIRE RESISTANCE RATINGS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE CBC TABLE 602	FIRE RESISTANCE RATINGS REQUIREMENTS CBC TABLE 601		CHECK DRAFT STOP REQUIREMENTS FOR 1" & 1 1/2" OCC. FULLY SPRINKLED BLDGS. ATTIC AREA MAY NOT EXCEED 9000 SF. OR 100' LONGEST DISTANCE OR 3000 SF. NON-SPRINKLERED																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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100	LIBRARY	A-3	25,740 SF	1,994 SF	543 SF	2,527 SF	VB	NON-SEPARATED OCCUPANCIES BASED ON MOST RESTRICTIVE A-3 OCCUPANCY CBC 508.3	21'-0"	40'-0"	1	1	N/A	YES CBC 903.2.1.3	AREA INCREASE CBC 506.3	$h = [195 / 344 - 0.25] 30 / 30$ $h = [0.54 - 0.25] 1$ $h = 0.29$	$A_u = (6,000 + [6,000 \times 0.29] + [6,000 \times 3])$ $A_u = [6,000 + 1,740 + 18,000]$ $A_u = 25,740 SF$	TABULAR BUILDING AREA-CBC TABLE 503 FRONTAGE INCREASE-CBC 506.2 SPRINKLER INCREASE-CBC 506.3 TOTAL ALLOWABLE AREA BUILDING 100	A _s I L A _u	6,000 9,000 18,000 26,280	N/A	CONST. TYPE: VB TOTAL AREA: 7,482 SF FLOW: 2,250 GPM 50% = 1,125 GPM DURATION: 2 HOURS	CONSTRUCTION TYPE: VB SEPARATION DISTANCE: >10': A-3 OCC. NO RATING <10': A-3 OCC. 1 HOUR	INTERIOR BEARING WALLS	0	OK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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NEW K-8 SCHOOL

BURTON SCHOOL DISTRICT

BURTON SCHOOL DISTRICT
PORTERVILLE, TULARE COUNTY, CALIFORNIA

APPROVALS

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT

FILE # 55-10
APPL # 02-113024
DATE 9/18/13

INC. #1

LICENCED ARCHITECT
No. C-25566
REN. 10-31-13
STATE OF CALIFORNIA

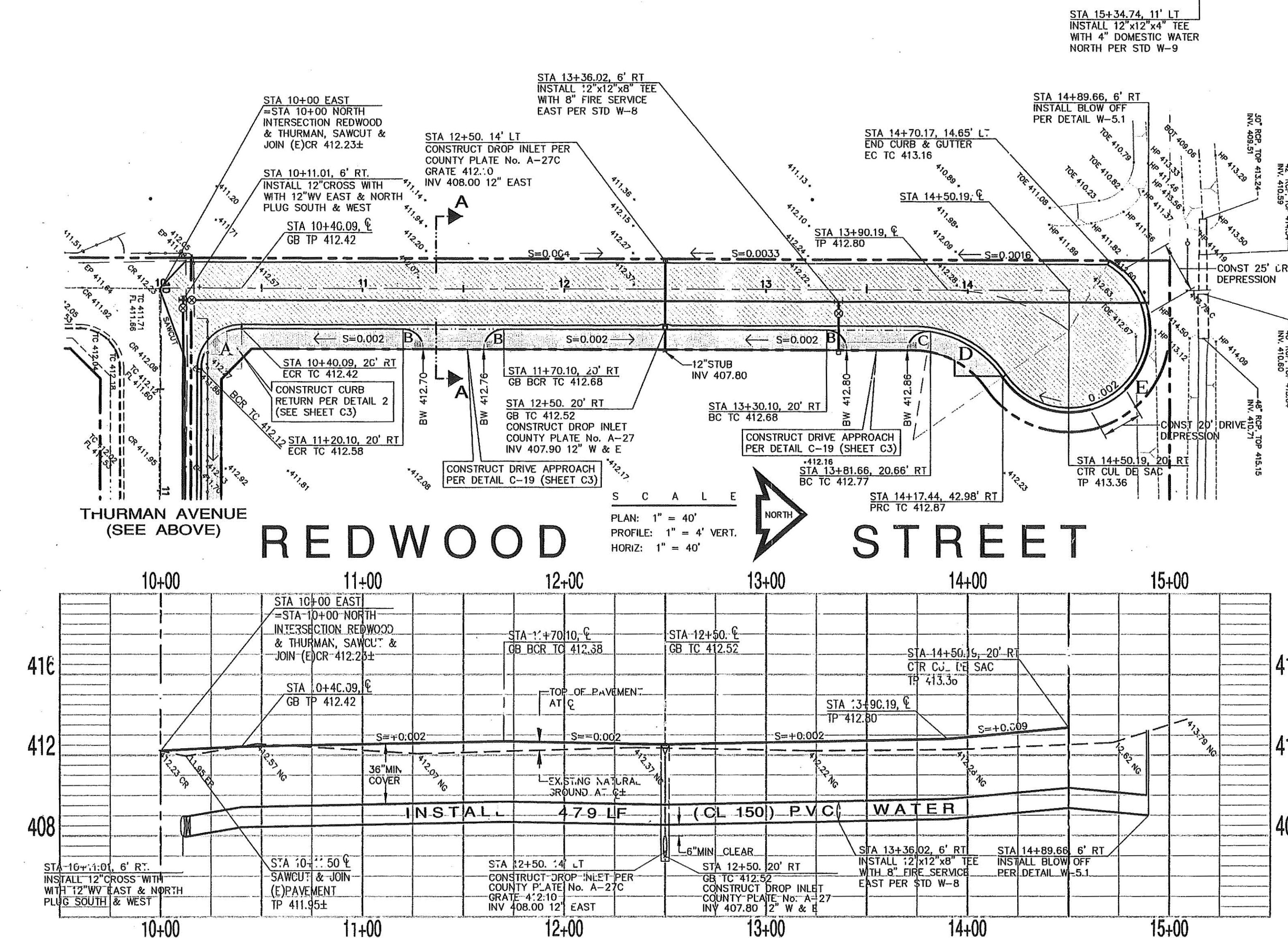
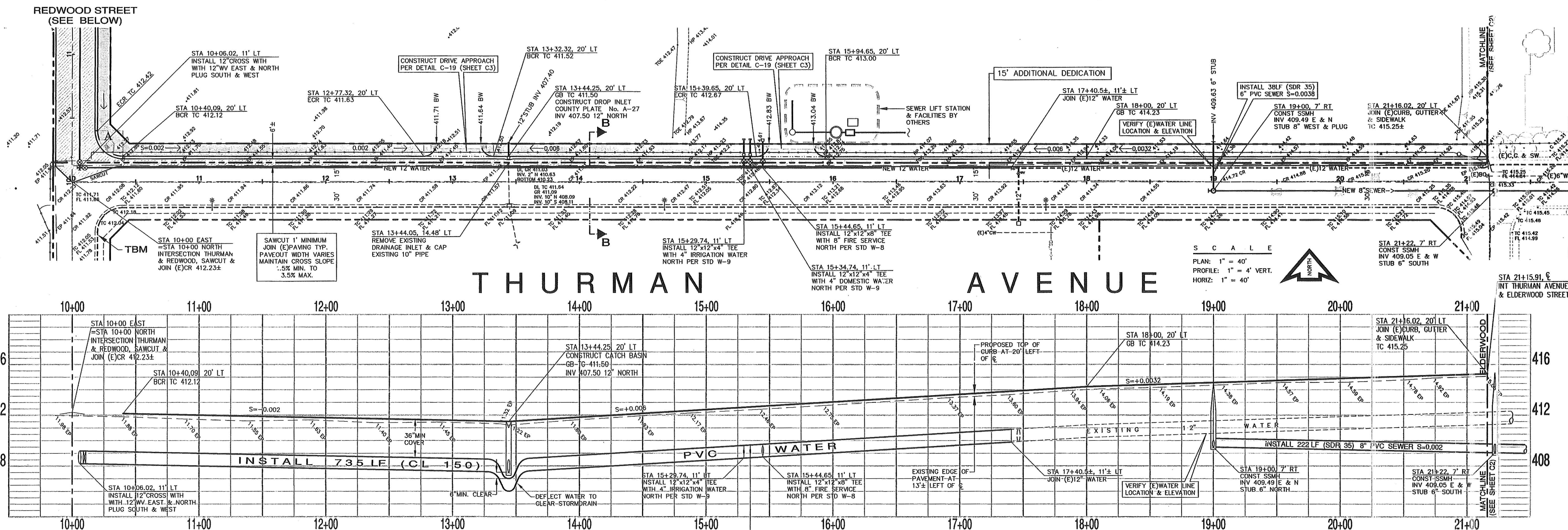
DATE: MAY 15, 2013

TITLE FIRE CODE

PROJECT 1306

TELLIAN PARISH MCCLAIN
559.627.0530
559.627.4926 fax
4230 W. Mineral King Ave.
Vasilla, CA 93254

architecture and interior design
mclain.com



GENERAL NOTES

- TULARE COUNTY PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED AT 624-7000 24 HOURS PRIOR TO THE START OF ANY PORTION OF THE WORK AND CITY OF PORTERVILLE ENGINEERING DIVISION AT 782-7-62.
- OBTAIN PUBLIC WORKS PERMIT FROM CITY OF PORTERVILLE PRIOR TO START OF WORK.
- DEVIATION FROM THESE PLANS SHALL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF BOTH THE DESIGN ENGINEER AND THE COUNTY OF TULARE.
- AN ENCROACHMENT PERMIT SHALL BE OBTAINED PRIOR TO DOING ANY WORK WITHIN THE COUNTY ROAD RIGHT OF WAY.
- SIGNING AND FLAGGING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE CURRENT MANUAL OF TRAFFIC CONTROL ISSUED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
- AN ON-SITE PRECONSTRUCTION MEETING BETWEEN ALL PARTIES INVOLVED IN THE CONSTRUCTION AND INSPECTION OF THE IMPROVEMENTS SHALL BE ARRANGED BY THE CONTRACTOR.
- FINAL INSPECTION AND ACCEPTANCE OF ALL THE WORK WILL BE BY THE COUNTY OF TULARE AND CITY OF PORTERVILLE.
- INSTALL TEMPORARY BLOW OFF PER W-5.1.
- INSTALL WATER VALVE PER W-7.
- INSTALL 8" FIRE SERVICE PER DETAIL W-8.
- CONSTRUCT SANITARY SEWER MANHOLE PER DETAIL S-1.
- FUGITIVE DUST CONTROL MEASURES SHALL BE TAKEN IN ACCORDANCE WITH RULE 8020 ESTABLISHED BY THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT.
- THE COUNTY ENGINEER MAY REQUIRE THAT A PRIME COAT OR PAINT BINDER PER SECTION 39-4.02 OF THE STATE STANDARD SPECIFICATION BE APPLIED TO ALL AREAS TO BE SURFACED WITH ASPHALT CONCRETE.
- ANY UTILITIES CONFLICTING WITH THE IMPROVEMENTS SHALL BE RELOCATED AS DIRECTED BY THE COUNTY AND SERVING UTILITY.
- CONSTRUCT DRIVEWAY APPROACH PER DETAIL C-19.
- CONSTRUCT BARRIER CURB AND GUTTER PER DETAIL C-1.
- CONSTRUCT SIDEWALK PER DETAIL C-8.
- CONSTRUCT BARRIER CURB TYPE DROP INLET PER COUNTY STANDARD PLATE A-27.
- TRENCH BACKFILL AND PATCHING PER COUNTY STANDARD PLATE No. A-25.

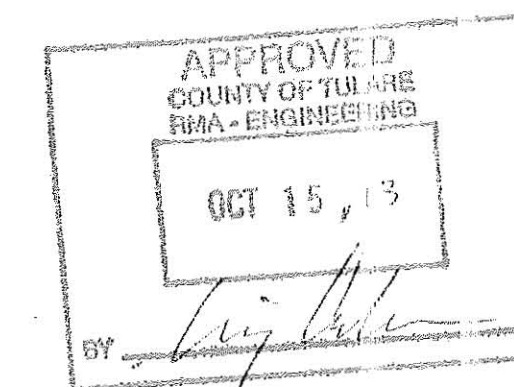
LEGEND

- PROPERTY LINE
- WM WATER METER
- WV WATER VALVE
- FA FIRE HYDRANT ASSEMBLY
- LP LIGHT POLE
- EXISTING GROUND ELEVATION (SEE SITE TOPOGRAPHY SURVEY BY LANE ENGINEERS)
- STA STATION
- CR CROWN
- TC TOP OF CURB
- FL FLOW LINE
- EP EDGE OF PAVEMENT
- TP TOP OF PAVEMENT
- C CONCRETE
- P PAVEMENT
- GB GRADE BREAK
- BW BACK OF WALK
- INV INVERT
- (E) EXISTING
- S=0.002 PROPOSED SLOPE
- ← SURFACE FLOW
- DROP INLET
- SMH SANITARY SEWER MANHOLE
- SSO SANITARY SEWER CLEANOUT

SUBMITTED BY:

JAMES S. WINTON

DATE: 5/18/13

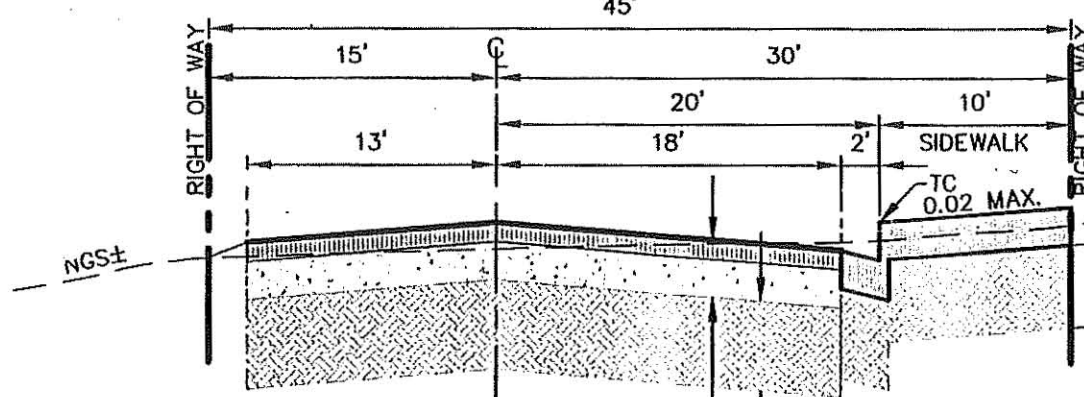


TEMPORARY BENCH MARK

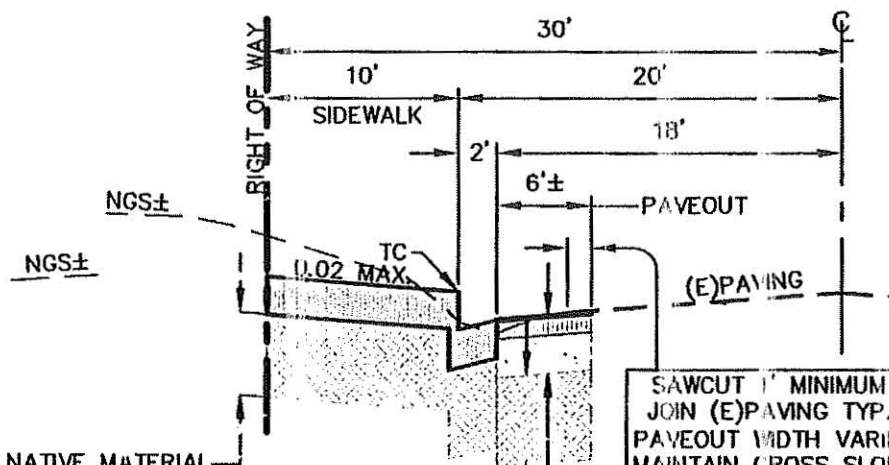
TBM "A" ON TOP OF CURB, BCR
SOUTHEAST CORNER THURMAN AVENUE
& REDWOOD STREET
ELEVATION: 412.00
NGVD 1988

CURVE DATA

- | Curve | Stationing | Radius (R) | Delta (Δ) | Length (L) | Offset (T) |
|-------|----------------|------------|------------|------------|------------|
| A | 10+00 to 10+40 | 20.00' | 90°07'38" | 31.46' | 20.04' |
| B | 10+40 to 10+80 | 10.00' | 89°59'58" | 15.71' | 10.00' |
| C | 10+80 to 11+20 | 10.00' | 95°53'11" | 16.73' | 11.08' |
| D | 11+20 to 11+60 | 54.00' | 45°58'25" | 43.33' | 22.91' |
| E | 11+60 to 12+00 | 40.00' | 204°57'21" | 149.09' | - |



SECTION: A-A, REDWOOD STREET
NOT TO SCALE



SECTION: B-B, THURMAN AVENUE
NOT TO SCALE

NEW K-8 SCHOOL
BURTON SCHOOL DISTRICT
BURTON SCHOOL DISTRICT
PORTERVILLE, TULARE COUNTY, CALIFORNIA



APPROVED

FILE # 54-10

DATE 02-11-2024

DATE 9/26/23

MAY 15, 2013

tom

architecture and landscape | mangini associates inc.

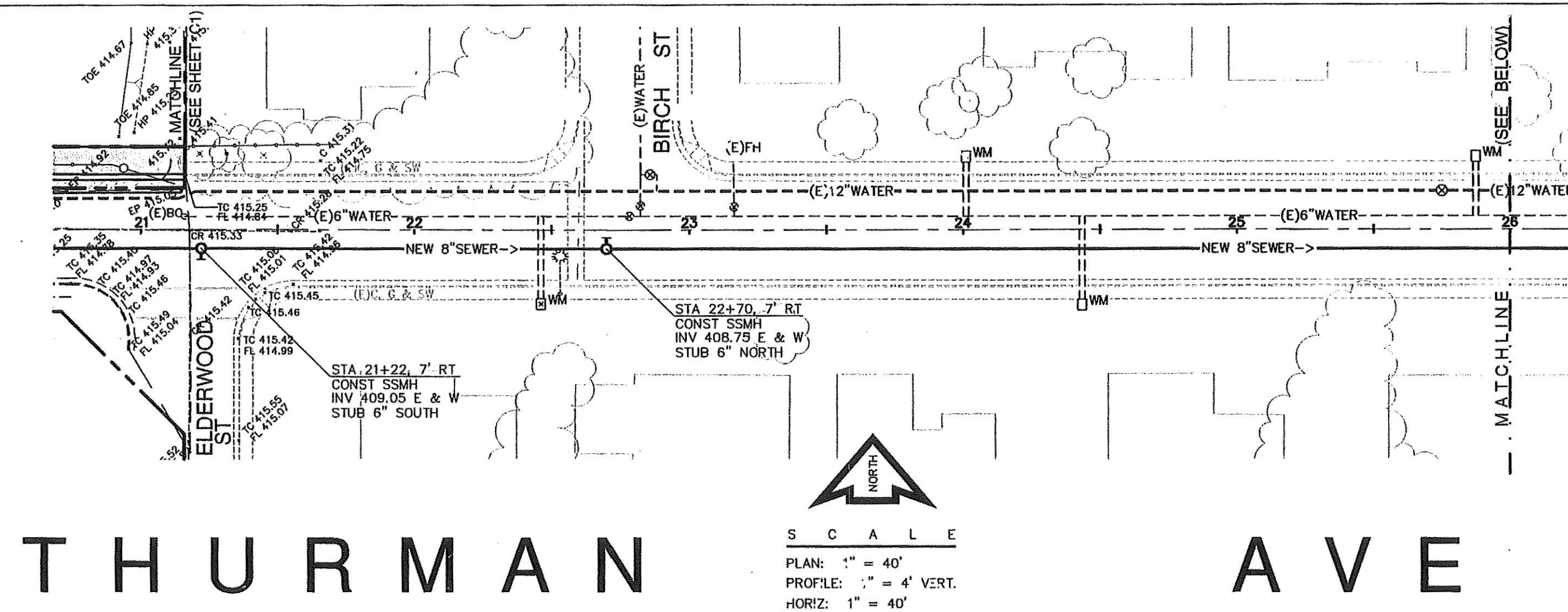
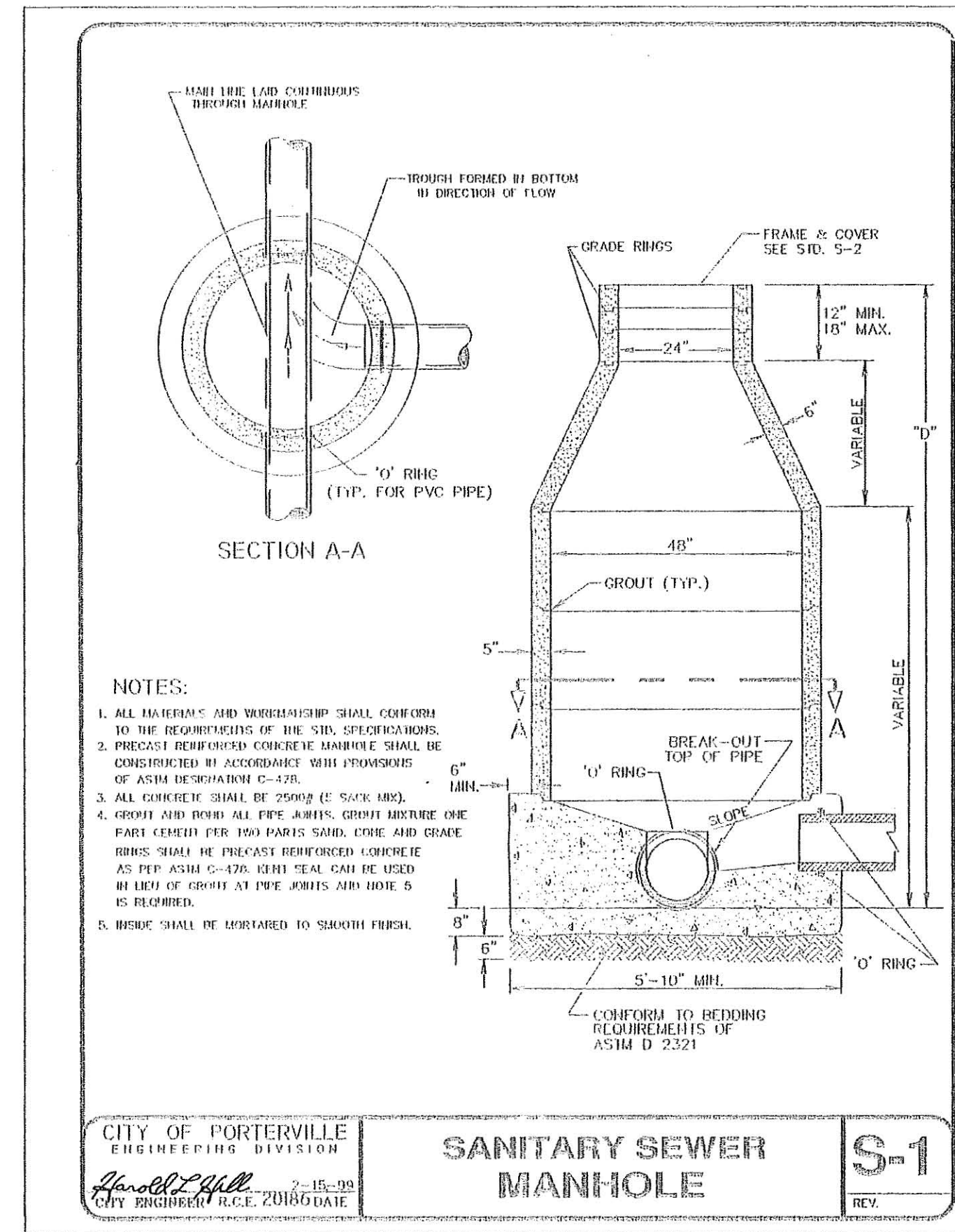
555.627.0530

4250 W. Van Ness, Suite 200, San Francisco, CA 94115

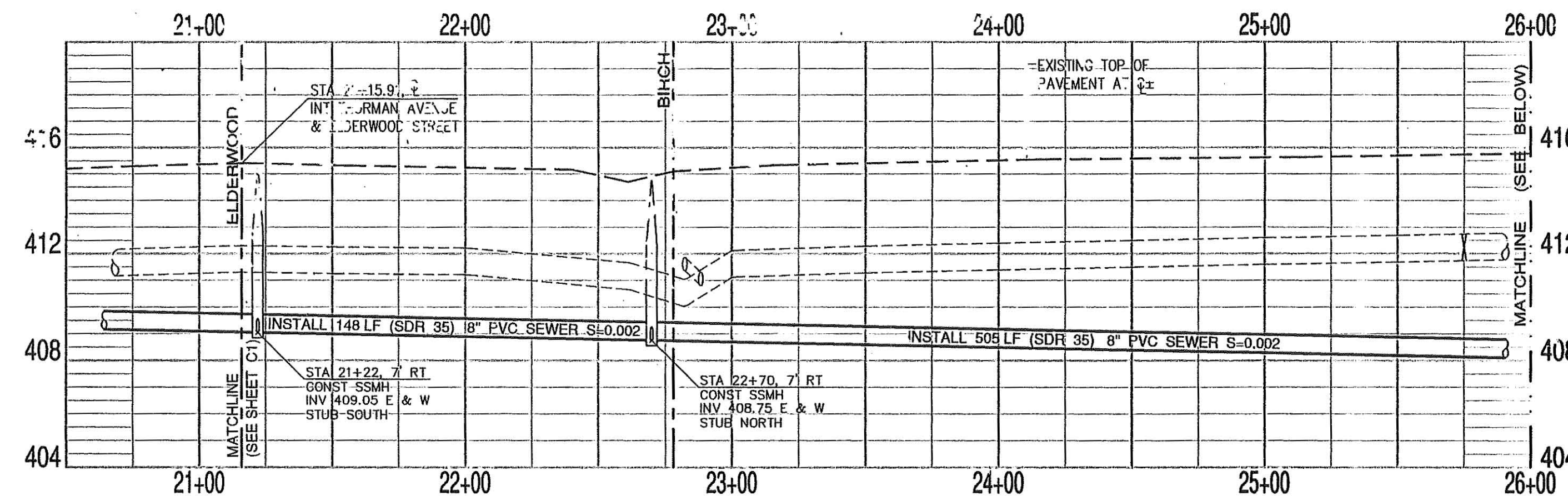
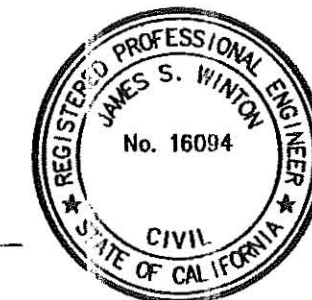
OFF SITE
STREET & UTILITY
IMPROVEMENTS

C1

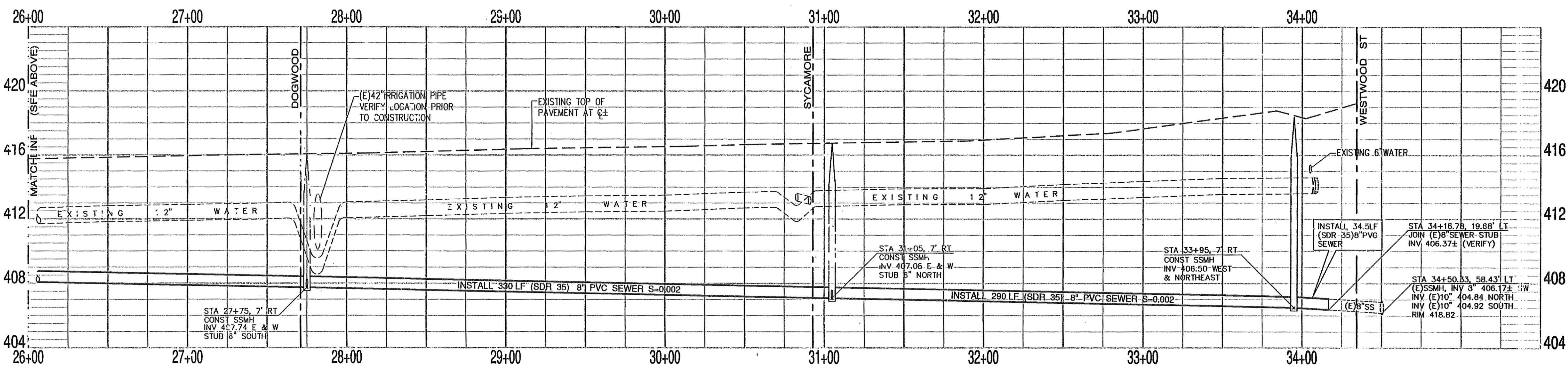
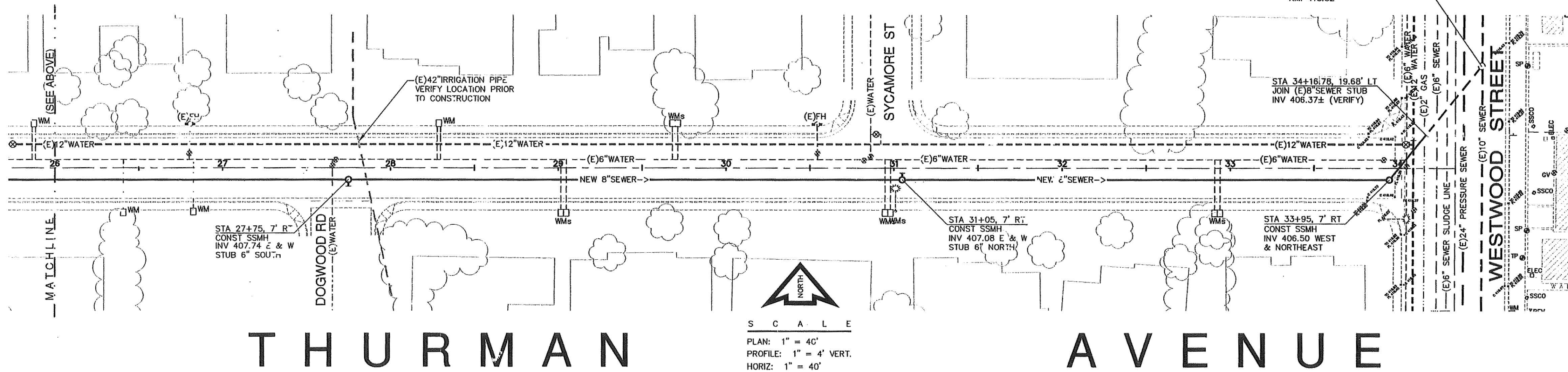
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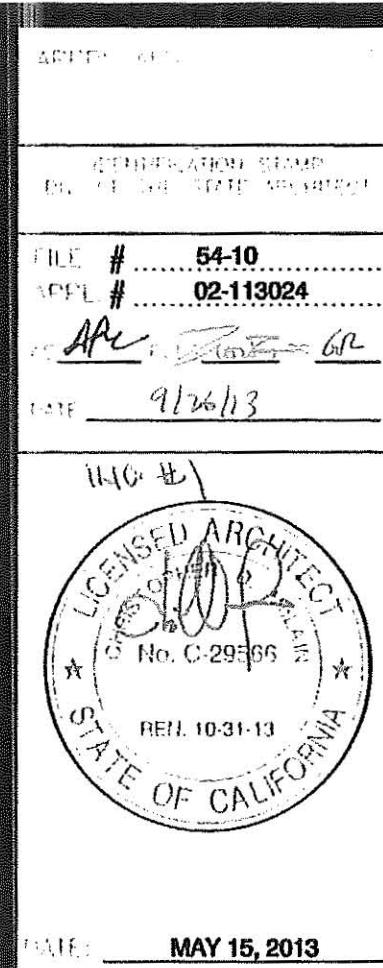
SUBMITTED BY:
JAMES S. WINTON
DATE: 9/16/13



CALL U.S.A.
(UNDERGROUND SERVICE ALERT)
1-881/800-227-2610
TWO WORKING DAYS BEFORE EXCAVATION



NEW K-8 SCHOOL
BURTON SCHOOL DISTRICT
BURTON SCHOOL DISTRICT
PORTERVILLE, TULARE COUNTY, CALIFORNIA



OFF SITE
SEWER
CONNECTION

C2

SCHEDULED MATTER

SUBJECT: CONSIDERATION OF GENERAL PLAN CONSISTENCY AND REQUEST TO PROVIDE EXTRA-TERRITORIAL CITY SERVICES TO A PROPOSED SCHOOL AT THE NORTHEAST CORNER OF REDWOOD STREET AND THURMAN AVENUE, WEST OF THE CITY OF PORTERVILLE

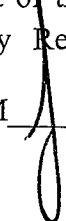
SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION & PUBLIC WORKS DEPARTMENT- ENGINEERING DIVISION

COMMENT: Burton Elementary School District (District) has submitted to the City of Porterville a site plan for a new elementary school campus to be developed west of the City limits, at the northeast corner of Redwood Street and Thurman Avenue, immediately north of the District's Redwood Summit Charter Academy. The new campus is proposed on a 12.6± acre lot, and the school would provide approximately 30,000 square feet of classroom and multi-purpose space for up to 450 students. Pursuant to Public Resources Code Section 21151.2 and Government Code Section 65402, the District requests the City's determination of whether the proposed project is consistent with the General Plan; additionally, the District has requested sewer and water services.

As the Council is aware, the City is currently coordinating with Tulare County LAFCo and Tulare County on a proposed amendment to the Urban Development Boundary (UDB), Urban Area Boundary (UAB), and the Sphere of Influence. Because the subject site is currently outside the City's adopted UDB, it is not annexable. However, the site is within the currently proposed UDB. The negotiations with the County and LAFCo have extended longer than originally anticipated, but recent developments leave staff encouraged that a revised UDB could be approved within a year. In the event that the UDB is amended to include the subject site, the District would pursue annexation to the City for the school campus.

The Land Use element of the General Plan designates the subject site for Low Density Residential uses, and the corresponding zoning on the site is Very Low Density Residential (RS-1). Schools are permitted in all residential zones. The Land Use Diagram in the General Plan identifies an area of approximately 12 acres approximately one-half mile west of the proposed location as an elementary school. As the location of schools in the General Plan is intended to be broadly applied, rather than applied to specific parcels, Staff recommends that the City Council determine that the development of the school in the proposed location complies with both the Low Density Residential and Education (school)

DD  Appropriated/Funded MB

CM 

Item No. 21

designations. Construction of any additional schools in this area would be beyond what was planned for in the General Plan, and would not be considered consistent with the General Plan, unless amended. An exhibit is attached identifying the subject site and the location of the school designation on the General Plan Land Use Diagram.

Within the vicinity of the project, Redwood Street is identified in the General Plan as a collector. In light of this and other potential traffic improvements that may be needed as a result of the project, staff has informed the District of the need to consider traffic impacts in the CEQA process for the proposed school. Staff has asked that the Environmental Impact Report clearly address any potential impacts to the following intersections: Westwood St./Thurman Ave.; Westwood St./Putnam Ave.; Dogwood St./ Thurman Ave.; Elderwood St./Thurman Ave.; Redwood St./Thurman Ave. and Olive Ave./Redwood St. The City of Porterville would expect to recommend traffic mitigation measures and cost-sharing disclosures for intersections approaching a level of service below the City's standard. Further, staff has advised the District that streets constructed as a result of the project must be constructed to City standards.

With the proposed school's location outside the city limits, a decision of the City Council is necessary to authorize the extension of public services to the project. The District has requested sewer and domestic water services. The City of Porterville's Wastewater Treatment Facility is considered to be a regional facility, and as such, there is general support by the State Water Resources Control Board to extend sewer services beyond the immediate City limits. Service connections are restricted to the proposed use, which would not exceed acceptable waste discharge requirements. With the District's commitment to pay all costs and fees associated with the connection to the sewer system, staff would support the provision of this service at the subject site.

In the adopted Municipal Services Policy for Unincorporated Areas, the City does allow provision of water beyond the City limits subject to certain conditions. The project meets those conditions in that the area is within the Urban Area Boundary, is consistent with the General Plan, and all costs and fees would be funded by the District. Because of the City's responsibility to provide water to those within the City limits, past practice has required parties requesting water in this way to provide a water source or fund the development of a new water source that would provide 120% of the requestor's water usage. Staff recommends applying that provision in this case, should the Council choose to extend water to the project.

In the event the Council selects not to allow extension of municipal water service to the project site, the District has asked that special consideration be given to

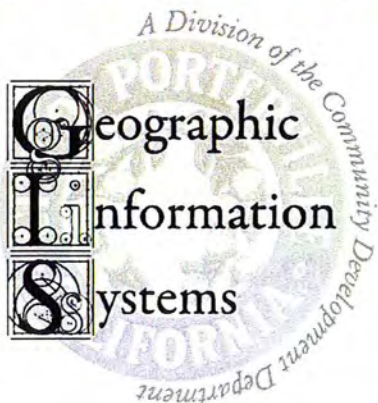
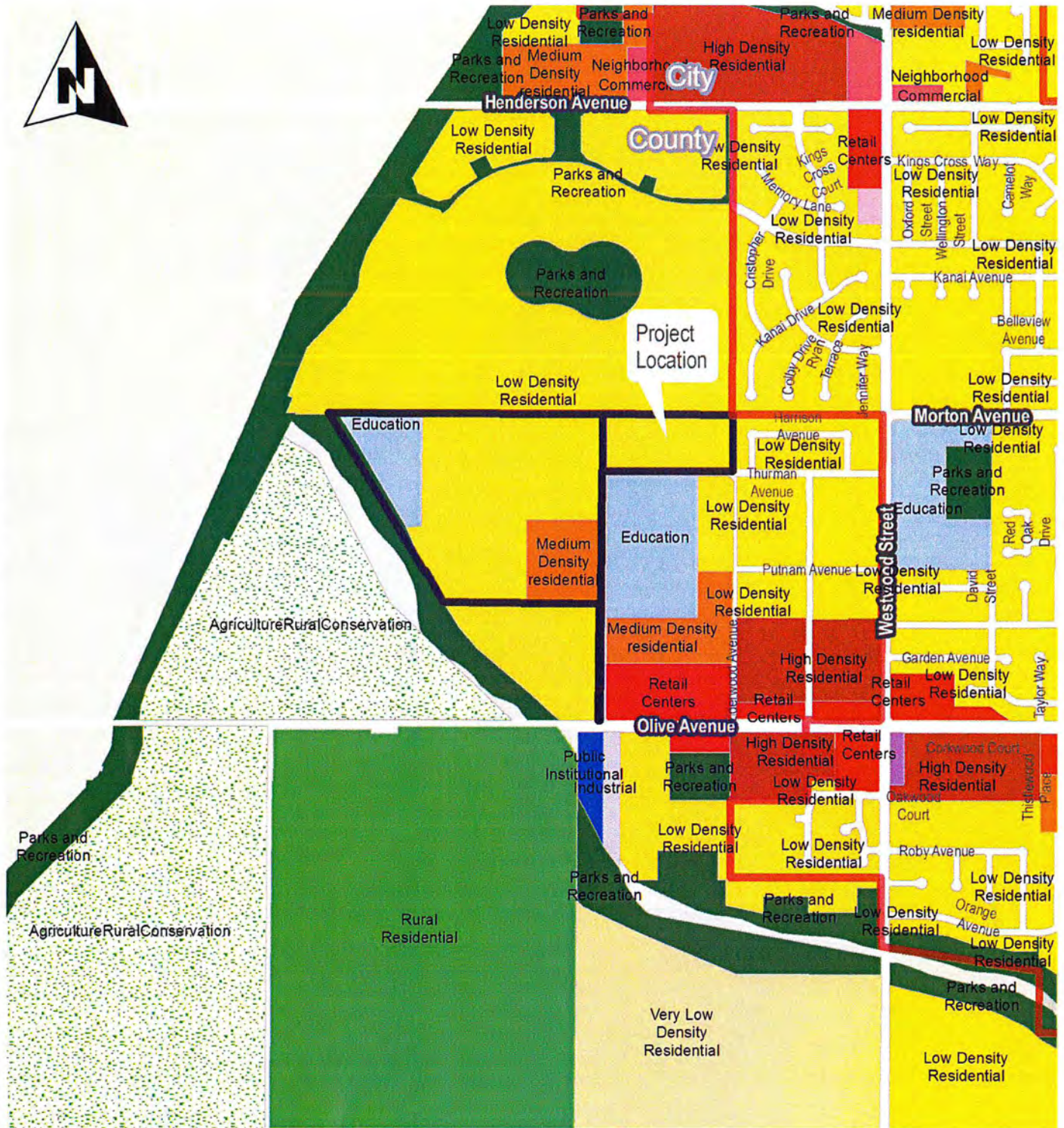
extension of water service for fire suppression. As a school district, Burton Elementary School District is required by the State to provide, at a minimum, water pressures and volumes adequate to accommodate fire suppression needs for the campus. In the same way as the extension of municipal water lines, the cost of construction to extend the lines to the school, as well as the fees associated therewith, would be paid by the District.

Consistent with determinations by the Department of Industrial Relations, the extension of City sewer and water services to users outside of City limits could expose all future City sewer and water projects to prevailing wage requirements. However, given the community purpose of the proposed project, as opposed to a request for water service by private water purveyors, the prevailing wage requirement may not be applicable. Additionally, because of the commitment of Burton Elementary School District to extend sewer and water facilities and pay all requisite connection and service fees, staff recommends that the Council consider approving the request for services, even in the absence of imminent annexation into the City.

RECOMMENDATION: That the City Council:

1. Determine that the proposed elementary school to be located on the northeast corner of Redwood Street and Thurman Avenue is consistent with the City's General Plan;
2. Approve the request of Burton Elementary School District to connect to City services contingent on submitting a consent to annexation, and a commitment to apply to annex upon eligibility;
3. Authorize Staff to submit an application to LAFCo to provide extra-territorial services for Burton Elementary School District; and
4. Require payment of all requisite service connection fees.

ATTACHMENT: 1. General Plan Land Use Map



PRC 2013-020
BESD New school
GPLU Map
1" = 1,200 ft.

ATTACHMENT
ITEM NO. 1

Appendix C

Revised Traffic Impact Analysis

TRAFFIC STUDY

Burton School District Proposed K-8 School Site

**Prepared for:
Burton School District**

October 2013

Prepared by:



**1800 30ST STREET, SUITE 260
BAKERSFIELD, CA 93301**

Ian J. Parks, RCE 58155

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INTRODUCTION

A. Land Use, Site and Study Area Boundaries

The purpose of this study is to evaluate the potential traffic impact of a proposed 12 acre K-8 school site in the County of Tulare. The project site lies in Section 29, Township 21 South, Range 27 East, MDB&M. A vicinity map is presented in Figure 1 and a location map is presented in Figure 2.

The City of Porterville land use designation for the site is RS-1 (Very Low Density Residential). The project site is bounded by West Thurman Avenue to the south, and undesignated dirt roads to the north, east, and west. The new school is scheduled to serve 566 students.

A total of 6 unsignalized intersections are included in the study. The scope of the study was developed in association with the City of Porterville.

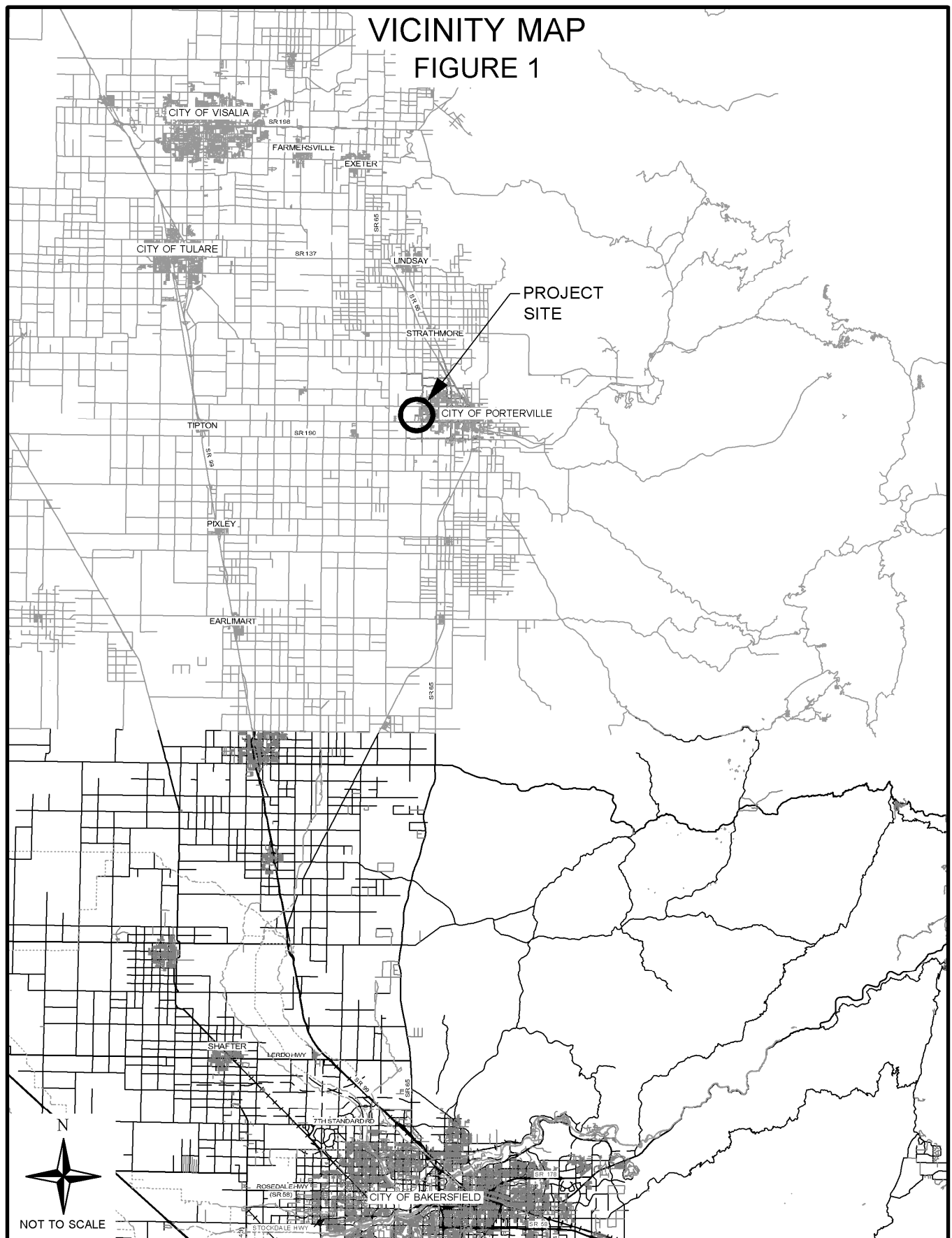
B. Existing Site Uses and Site Access

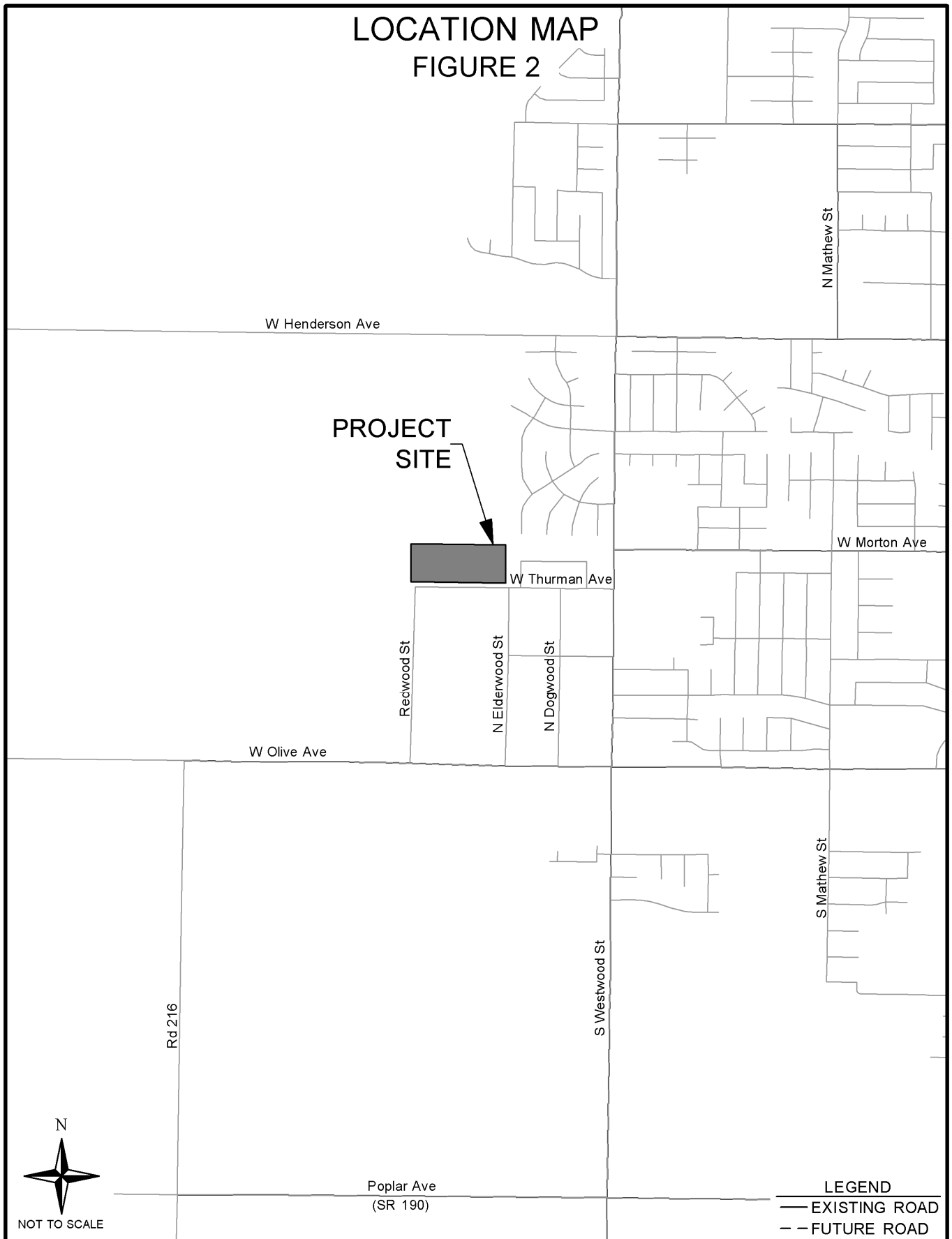
The project site is currently being used for agricultural purposes and is in line with residential growth in western Porterville.

It is proposed that site access to the project will be from Redwood Street by way of Olive Avenue.

C. Existing Uses in Vicinity of the Site

Existing developments in the vicinity of the school include Summit Charter School to the south, agricultural land use to the north and west, and single family residential land use to the east.





D. Existing Streets and Intersections

Dogwood Street is a 2-lane north-south local roadway that exists between Thurman Avenue and West Olive Avenue. It provides access to residential areas in the project vicinity, and has no curb and gutter.

Elderwood Street is a 2-lane north-south local roadway located to the southeast of the project site. Elderwood Street connects to West Olive Avenue in the south and terminates into Thurman Street to the north and provides access to residences along its eastern side. The street is not striped and has graded dirt shoulders on either side.

West Olive Avenue is an east-west arterial that provides access to residential and commercial areas of Porterville. It exists as a 4-lane roadway with center median, and near the project vicinity, between Elderwood Street and Redwood Street, it narrows to two lanes with no median. Olive Avenue has curb and gutter along much of its length, with graded shoulders where it reaches the outer extents of the city.

Putnam Avenue is a 2-lane east-west local roadway that exists between Elderwood Street and Westwood Street in the project vicinity. In the project vicinity, Putnam Avenue exists as a two-lane roadway with no curb and gutter.

Redwood Street is a 2-lane north-south local roadway that exists between West Olive Avenue to the south and Thurman Avenue to the north. It provides agricultural access as well as access to Summit Charter School. Redwood Street has been improved with curb and gutter on its east side only.

Thurman Avenue is an east-west local roadway that provides access to agricultural and residential land uses, as well as Summit Charter School. It begins at Westwood Street on its eastern side and terminates at Redwood Street on its west side. Thurman Avenue exists as a two-lane roadway with curb and gutter along developed portions of the roadway.

Westwood Street is a north-south arterial that extends across western Porterville providing access to both residences and commercial land uses. It exists as a 4-lane roadway within the project vicinity with curb and gutter along developed areas. The project will access Westwood Street from Putnam Avenue and Thurman Avenue.

PROJECT TRIP GENERATION AND DESIGN HOUR VOLUMES

The trip generation and design hour volumes shown in Table 1 were calculated using the Institute of Transportation Engineers (ITE) Trip Generation, 8th Edition, as well as data provided in the project proposal. The AM/PM rate equations and directional splits for ITE Land Use Code 520 (Elementary School) were used to estimate the trip generation for the proposed project, for peak hour of adjacent street traffic.

Table 1
Project Trip Generation

General Information		Daily Trips		AM Peak Hour Trips			PM Peak Hour Trips		
Development Type	Variable	ADT RATE	ADT	Rate	In % Split/ Trips	Out % Split/ Trips	Rate	In % Split/ Trips	Out % Split/ Trips
Elementary School	566	1.29	730	eq	55%	45%	0.15	49%	51%
	Students				118	96		42	43

PROJECT TRIP DISTRIBUTION AND ASSIGNMENT

The project trip distribution and assignment assumptions in Table 2 represent the most logically traveled routes for traffic accessing the project. Project traffic distribution was estimated based on a review of the potential draw from population centers within the region and the types of land uses involved and the school district boundaries. These assumptions were used to distribute project traffic as shown in Figure 4.

Table 2
Project Trip Distribution and Assignment

Direction	Percentage
North	30%
East	40%
South	20%
West	10%

EXISTING AND FUTURE TRAFFIC

Existing weekday peak hour turning movement volumes were field measured at the following intersections in October 2013:

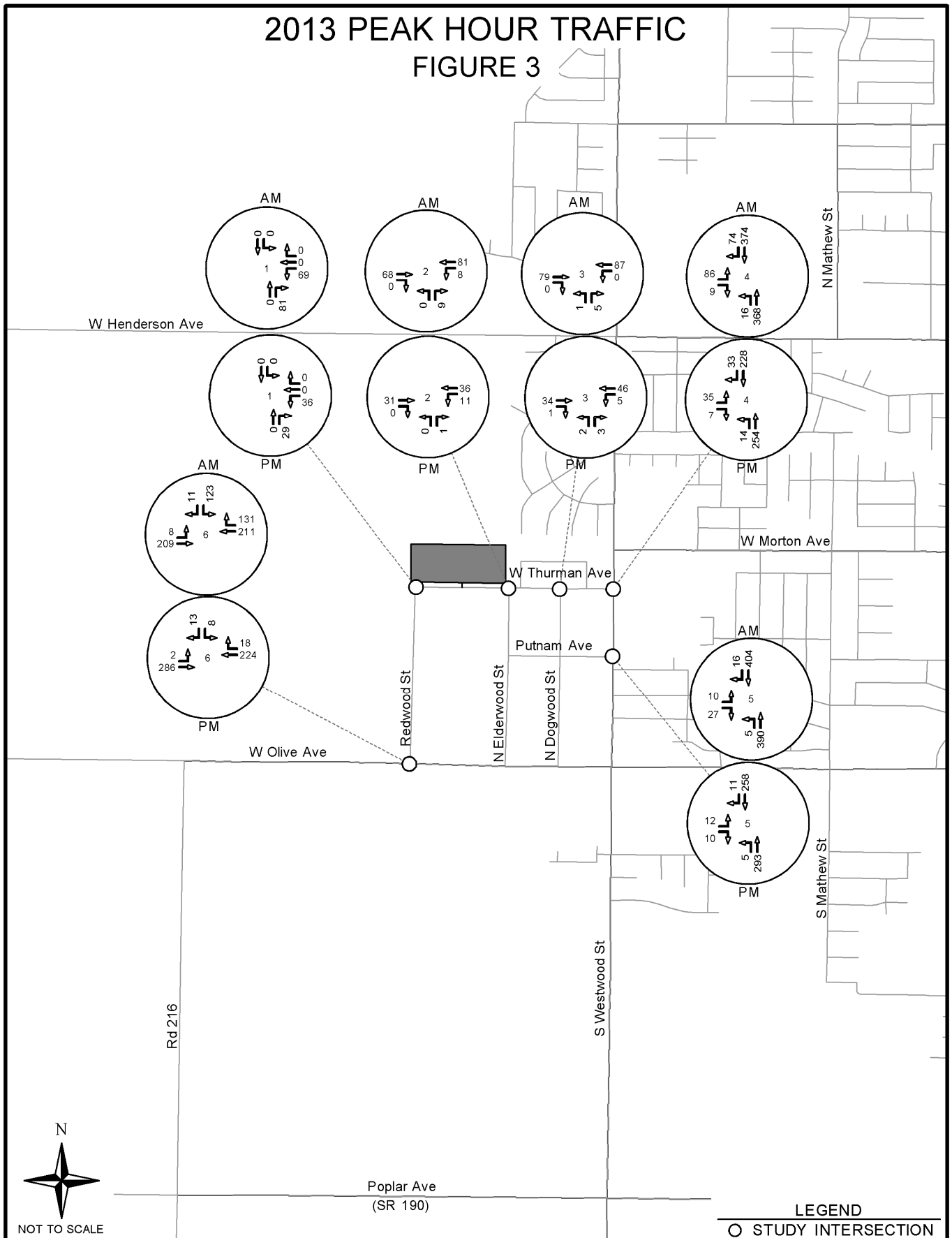
- S Westwood Street and W Thurman Avenue
- S Westwood Street and Putnam Avenue
- Dogwood Street and W Thurman Avenue
- N Elderwood Street and W Thurman Avenue
- Redwood Street and W Thurman Avenue
- Olive Avenue and Redwood Avenue

The future intersection of Redwood Street and W Thurman Avenue is configured as a 3-way stop to accommodate the proposed north leg of Redwood Street. The proposed north extension of Redwood Street will only extend to the northwest corner of the school site at which point it will terminate in a cul-de-sac. This extension will provide the primary point of access to the school.

Peak Hour traffic counts were taken from 7:30am to 8:30am and 4:00pm to 5:00pm. The existing peak hour volumes are shown in Figure 3. For P.M. peak hour traffic, the schedule of the school has not been determined at this time, therefore a “worst case scenario” was assumed for the P.M. traffic, and counts were taken during the P.M. peak hour. This will result in a conservative estimate of the roadway operations.

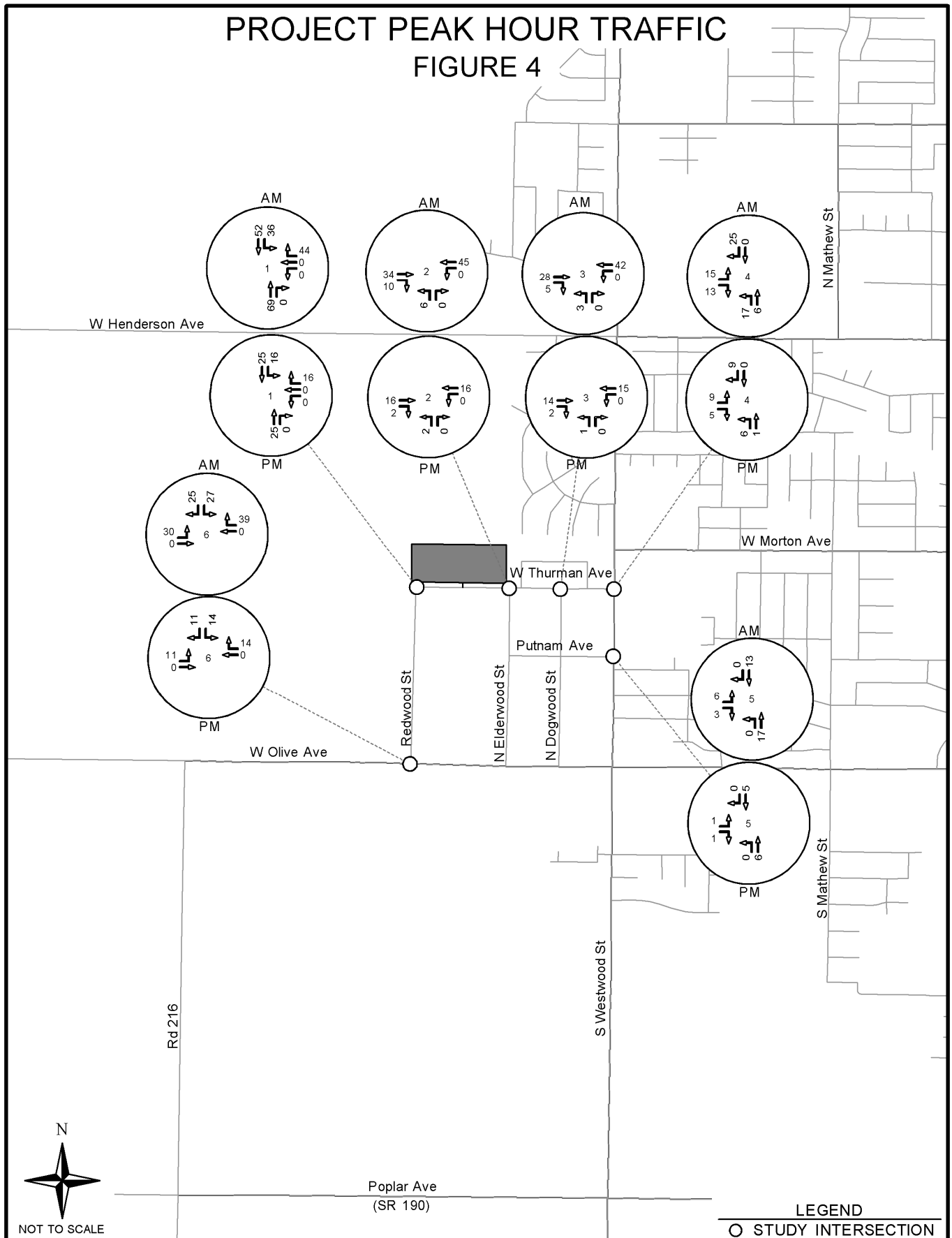
Future traffic was estimated based on the TCAG traffic model data. Based on this data, annual growth rates of 1.0% to 1.5% were applied to existing traffic volumes to estimate future traffic volumes for the year 2035. Future peak hour volumes are shown in Figures 6 and 7.

2013 PEAK HOUR TRAFFIC FIGURE 3

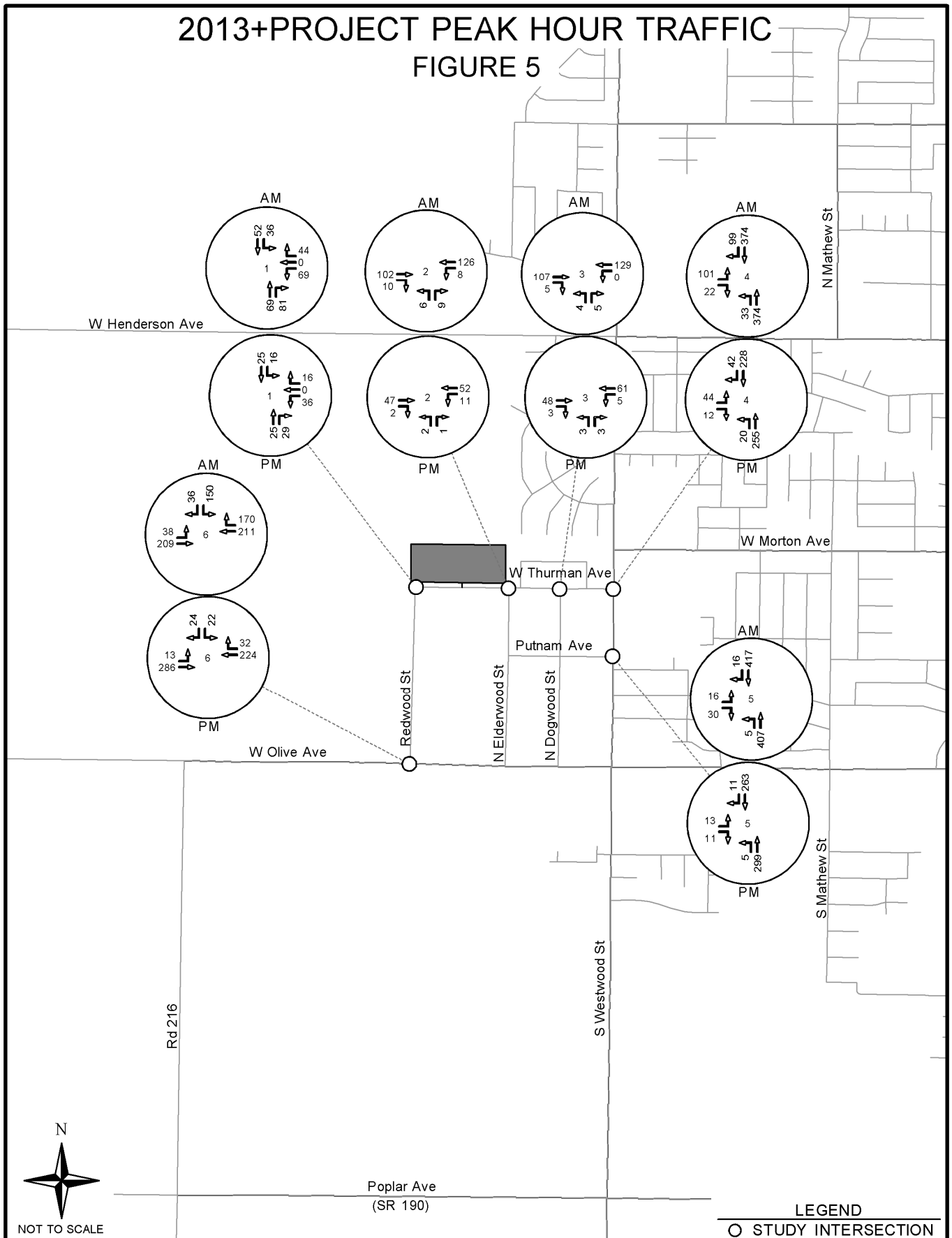


PROJECT PEAK HOUR TRAFFIC

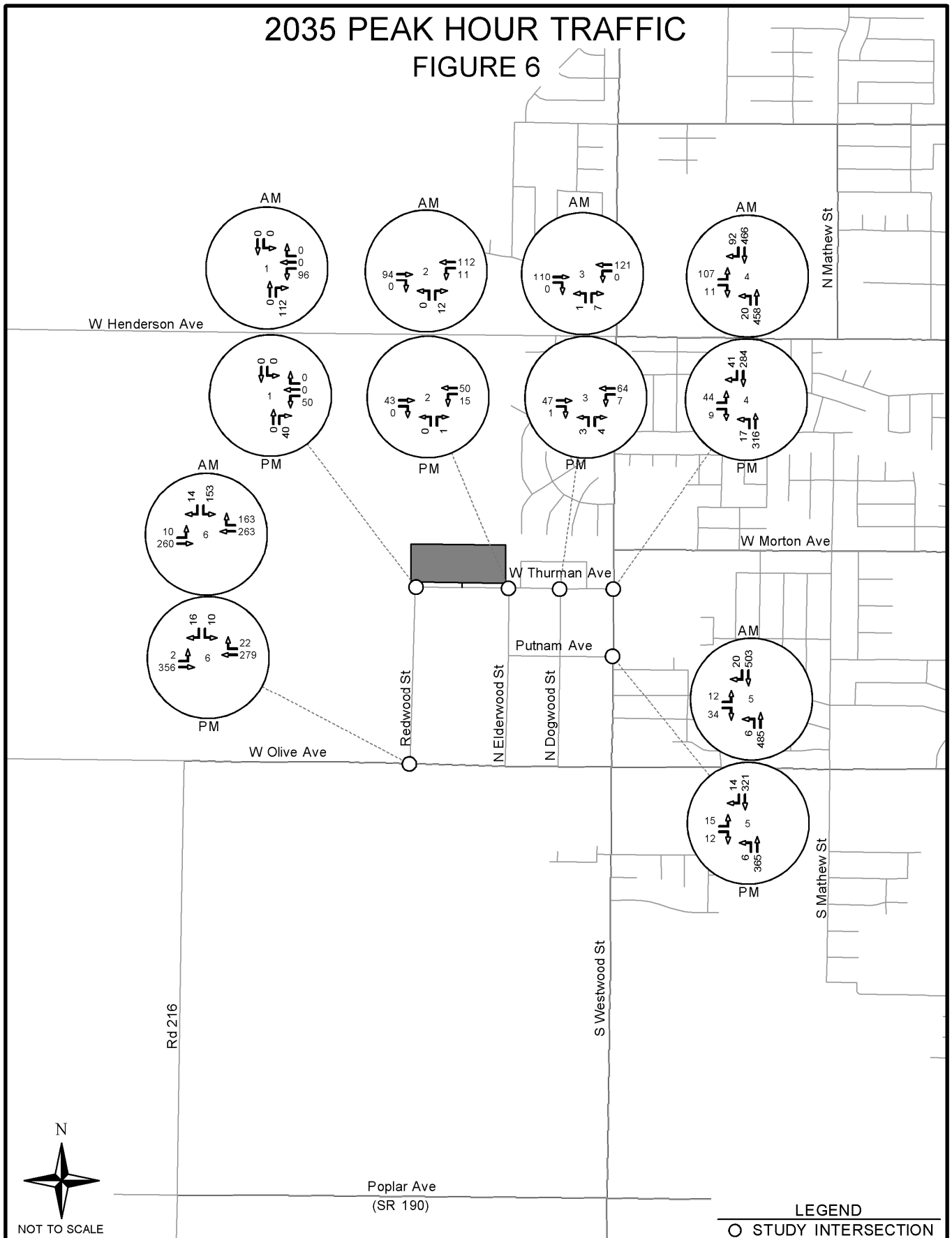
FIGURE 4



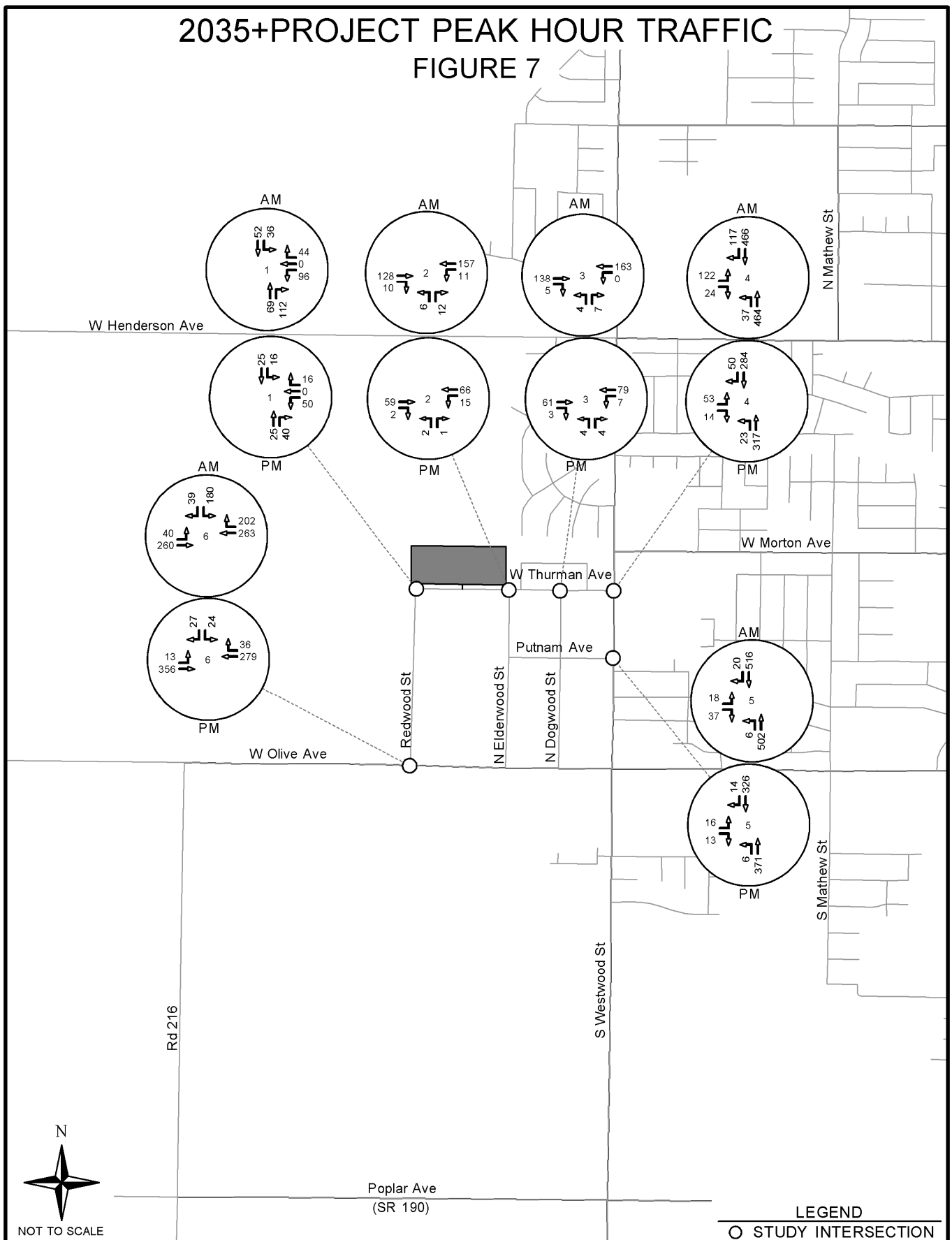
2013+PROJECT PEAK HOUR TRAFFIC FIGURE 5



2035 PEAK HOUR TRAFFIC FIGURE 6



2035+PROJECT PEAK HOUR TRAFFIC FIGURE 7



INTERSECTION ANALYSIS

A capacity analysis of the study intersections was conducted using Synchro 6 software from Trafficware. This software utilizes the capacity analysis methodology in the Transportation Research Board's Highway Capacity Manual. The analysis was performed for the following AM and PM traffic scenarios:

- Existing (2013)
- Project (2013)
- Existing+Project (2013)
- Future (2035)
- Future (2035) + Project

Criteria for intersection level of service (LOS) are shown in the tables below.

LEVEL OF SERVICE CRITERIA UNSIGNALIZED INTERSECTION

Average Control Delay (sec/veh)	Level of Service	Expected Delay to Minor Street Traffic
≤ 10	A	Little or no delay
> 10 and ≤ 15	B	Short traffic delays
> 15 and ≤ 25	C	Average traffic delays
> 25 and ≤ 35	D	Long traffic delays
> 35 and ≤ 50	E	Very long traffic delays
> 50	F	Extreme delays

LEVEL OF SERVICE CRITERIA SIGNALIZED INTERSECTIONS

Volume/Capacity	Control Delay (sec/veh)	Level of Service
< 0.60	≤ 10	A
0.61 - 0.70	> 10 and ≤ 20	B
0.71 - 0.80	> 20 and ≤ 35	C
0.81 - 0.90	> 35 and ≤ 55	D
0.91 - 1.00	> 55 and ≤ 80	E
> 1.0	> 80	F

The peak hour of trip generation for this study was determined to be from 7:30 AM to 8:30 AM and 4:00 PM to 5:00 PM. Level of service for the study intersections is presented in Tables 3a and 3b. The City of Porterville and the Tulare County Regional Transportation Plan designate LOS “D” as the minimum acceptable intersection peak hour level of service standard.

Table 3a
AM Unsignalized Intersection Level of Service

#	Intersection	Movement	2013	2013+ Project	2035	2035+ Project
1	Redwood St & W Thurman Ave	Overall Intersection	A	A	A	A
2	N Elderwood St & W Thurman Ave	NB	A	A	A	A
3	N Dogwood St & W Thurman Ave	NB	A	A	A	A
4	S Westwood St & W Thurman Ave	EB	C	C	D	D
5	S Westwood St & W Putnam St	EB	B	B	B	B
6	Redwood St & W Olive Ave	SB	B	C	C	D

Table 3b
PM Unsignalized Intersection Level of Service

#	Intersection	Movement	2013	2013+ Project	2035	2035+ Project
1	Redwood St & W Thurman Ave	Overall Intersection	A	A	A	A
2	N Elderwood St & W Thurman Ave	NB	A	A	A	A
3	N Dogwood St & W Thurman Ave	NB	A	A	A	A
4	S Westwood St & W Thurman Ave	EB	B	B	B	B
5	S Westwood St & W Putnam St	EB	B	B	B	B
6	Redwood St & W Olive Ave	SB	B	B	B	B

As can be seen in the above tables, all study intersections currently operate at an acceptable level of service and will continue to do so through 2035 for both AM and PM peak hours.

TRAFFIC SIGNAL WARRANT ANALYSIS

Peak hour signal warrants were evaluated for each of the unsignalized intersections within the study based on the Caltrans Traffic Manual. Signal warrant results for AM and PM peak hours are shown in Table 4a and 4b.

Table 4a
AM Traffic Signal Warrants

#	Intersection	2013			2013+Project			2035			2035+Project		
		Major Street Total Approach Vol	Minor Street High Approach Vol	Warrant Met	Major Street Total Approach Vol	Minor Street High Approach Vol	Warrant Met	Major Street Total Approach Vol	Minor Street High Approach Vol	Warrant Met	Major Street Total Approach Vol	Minor Street High Approach Vol	Warrant Met
1	Redwood St at W Thurman Ave	81	69	NO	238	113	NO	112	96	NO	269	140	NO
2	N Elderwood St at W Thurman Ave	157	9	NO	246	15	NO	217	12	NO	306	18	NO
3	N Dogwood St at W Thurman Ave	166	6	NO	241	9	NO	231	8	NO	306	11	NO
4	S Westwood St at Thurman Ave	832	95	NO	880	123	NO	1036	118	YES	1084	146	YES
5	S Westwood St at W Putnam St	815	37	NO	845	46	NO	1014	46	NO	1044	55	NO
6	Redwood St at W Olive Ave	559	134	NO	628	186	NO	696	167	NO	765	219	YES

Table 4b
PM Traffic Signal Warrants

#	Intersection	2013			2013+Project			2035			2035+Project		
		Major Street Total Approach Vol	Minor Street High Approach Vol	Warrant Met	Major Street Total Approach Vol	Minor Street High Approach Vol	Warrant Met	Major Street Total Approach Vol	Minor Street High Approach Vol	Warrant Met	Major Street Total Approach Vol	Minor Street High Approach Vol	Warrant Met
1	Redwood St at W Thurman Ave	36	29	NO	95	52	NO	50	40	NO	106	66	NO
2	N Elderwood St at W Thurman Ave	78	1	NO	112	3	NO	108	1	NO	142	3	NO
3	N Dogwood St at W Thurman Ave	86	5	NO	117	6	NO	119	7	NO	150	8	NO
4	S Westwood St at Thurman Ave	529	42	NO	545	56	NO	658	53	NO	674	67	NO
5	S Westwood St at W Putnam St	567	22	NO	578	24	NO	706	27	NO	717	29	NO
6	Redwood St at W Olive Ave	530	21	NO	555	46	NO	659	26	NO	684	51	NO

Based on the results of the signal warrant analysis, shown in the tables above, one intersection meets signal warrant criteria by 2035, and one additional intersection meets warrant criteria by 2035 with the addition of project traffic (both AM only). It is important to note that a signal warrant defines the minimum condition under which the installation of a traffic control signal might be warranted. Meeting this threshold condition does not require that a traffic control signal be installed at a particular location, but rather, that other traffic factors and conditions be evaluated in order to determine whether the signal is truly justified. In the case of a future analysis (contained within a traffic study), the only other factor that can be reviewed is the level of service. In this case the level of service is acceptable and therefore a signal would not be recommended at either of these locations.

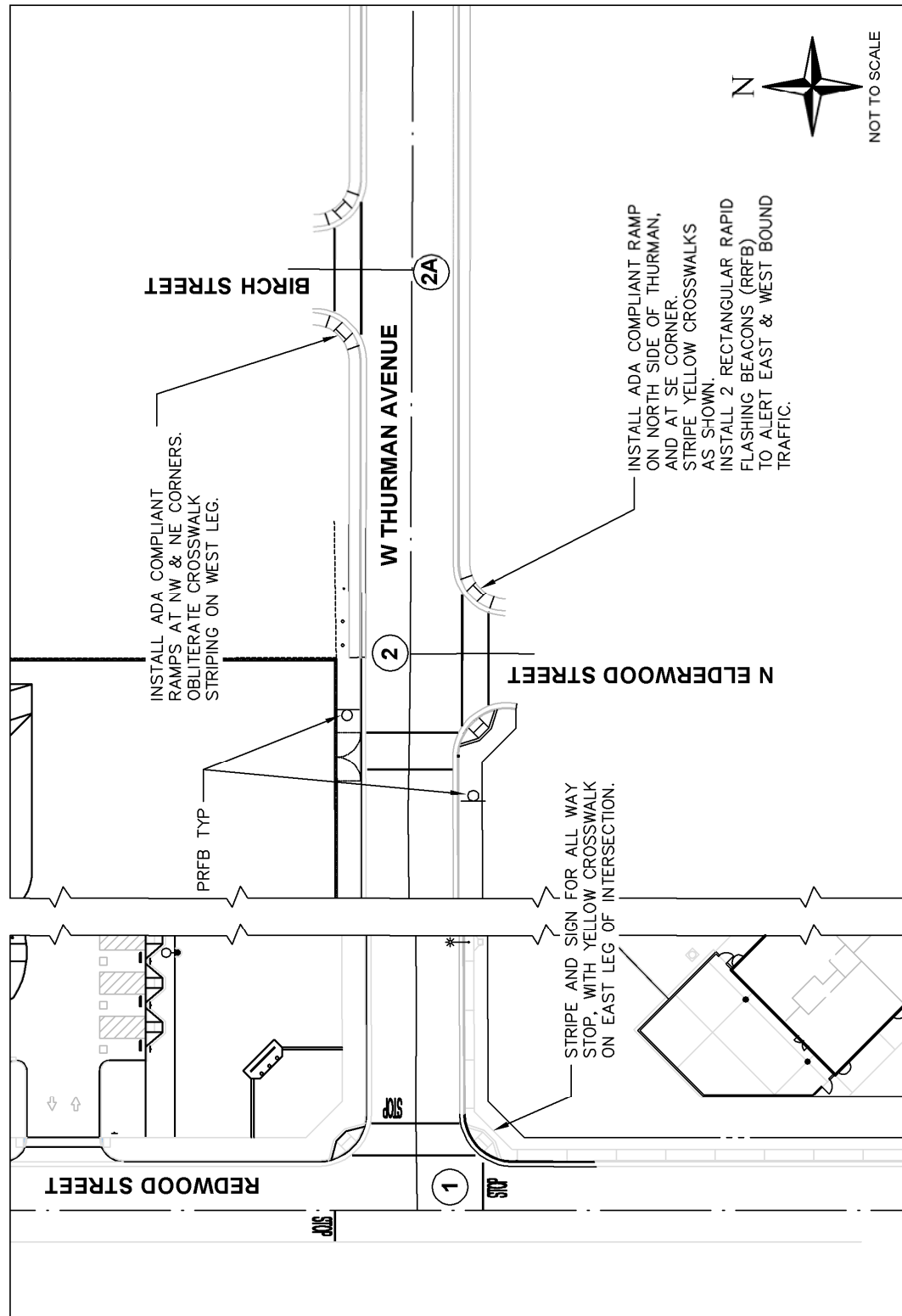
MITIGATION

As shown in Tables 3A and 3B, the study intersections operate through 2035 at acceptable levels of service without requiring mitigation for vehicular controls. In addition to vehicular analysis, a review of pedestrian and bicycle movements was performed with input from the County of Tulare. Upon review, it is recommended that the mitigation listed in Table 7 and shown in Figure 8 be implemented in order to provide better control for pedestrians and bicyclists. All signage and striping shall be in accordance with the CA MUTCD 2012.

Table 7
Mitigation Measures

#	Intersection	Mitigation Measures
1	Redwood St & W Thurman Ave	• Install 3-way stop signs. • Install stop limit lines and pavement markings. • Install yellow crosswalk on east leg.
2	N Elderwood St & W Thurman Ave	• Install 2 ADA compliant curb ramps (see figure 8). • Install yellow crosswalks on south and west legs. • Install 2 Rectangular Rapid Flashing Beacons (RRFB).
2A	W Thurman Ave & Birch St	• Remove existing crosswalk on Thurman Ave. • Remove and replace 2 curb ramps crossing Birch Street with ADA compliant curb ramps.

MITIGATION MEASURES
FIGURE 8



SUMMARY AND CONCLUSIONS

This study evaluated the potential traffic impact of a proposed 12 acre K-8 school site in the County of Tulare. The site is currently being used for agricultural purposes and is located in southwest Porterville, California.

All intersections within the study area currently operate at acceptable levels of service and will continue to do so through 2035 with and without the addition of project traffic. However, due to the current and expected pedestrian and bicycle traffic, it is recommended that mitigation measures listed in Table 7 be implemented prior to the school opening. No further mitigation is necessary for the existing and future conditions as a result of increased future traffic or project traffic from the proposed school.

REFERENCES

1. 2013 Annual Traffic Census, TCAG
2. Highway Capacity Manual, Transportation Research Board
3. Tulare County General Plan, approved 2011
4. Manual on Uniform Traffic Control Devices for Streets and Highways, 2012 Edition, Federal Highway Administration (FHA)
5. Trip Generation, 8th Edition, Institute of Transportation Engineers (ITE)

APPENDIX

Intersection 1
Redwood St & W Thurman Ave

HCM Unsignalized Intersection Capacity Analysis

1: Redwood St & W Thurman Ave

PM Existing
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control				Stop				Stop			Stop	
Volume (vph)				36		0		0	29	0	0	
Peak Hour Factor				0.92		0.92		0.92	0.92	0.92	0.92	
Hourly flow rate (vph)				39		0		0	32	0	0	
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2						
Volume Total (vph)	39	0	0	32	0	0						
Volume Left (vph)	39	0	0	0	0	0						
Volume Right (vph)	0	0	0	32	0	0						
Hadj (s)	0.58	0.00	0.00	-0.61	0.00	0.00						
Departure Headway (s)	5.2	4.6	4.6	4.0	4.6	4.6						
Degree Utilization, x	0.06	0.00	0.00	0.03	0.00	0.00						
Capacity (veh/h)	690	790	782	880	778	778						
Control Delay (s)	7.3	6.4	6.4	5.9	6.4	6.4						
Approach Delay (s)	7.3		5.9		0.0							
Approach LOS	A		A		A							
Intersection Summary												
Delay			6.7									
HCM Level of Service			A									
Intersection Capacity Utilization			6.7%		ICU Level of Service		A					
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

PM Existing+Project

1: Redwood St & W Thurman Ave

2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control				Stop				Stop			Stop	
Volume (vph)				36		16		25	29	16	25	
Peak Hour Factor				0.92		0.92		0.92	0.92	0.92	0.92	
Hourly flow rate (vph)				39		17		27	32	17	27	
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2						
Volume Total (vph)	39	17	27	32	17	27						
Volume Left (vph)	39	0	0	0	17	0						
Volume Right (vph)	0	17	0	32	0	0						
Hadj (s)	0.58	-0.61	0.09	-0.61	0.58	0.09						
Departure Headway (s)	5.3	4.1	4.8	4.1	5.3	4.8						
Degree Utilization, x	0.06	0.02	0.04	0.04	0.03	0.04						
Capacity (veh/h)	662	844	736	861	663	735						
Control Delay (s)	7.4	6.0	6.7	6.0	7.2	6.8						
Approach Delay (s)	7.0		6.4		6.9							
Approach LOS	A		A		A							
Intersection Summary												
Delay			6.7									
HCM Level of Service			A									
Intersection Capacity Utilization			17.6%		ICU Level of Service		A					
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

PM Future

1: Redwood St & W Thurman Ave

2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control				Stop				Stop			Stop	
Volume (vph)				50		0		0	40	0	0	
Peak Hour Factor				0.92		0.92		0.92	0.92	0.92	0.92	
Hourly flow rate (vph)				54		0		0	43	0	0	
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2						
Volume Total (vph)	54	0	0	43	0	0						
Volume Left (vph)	54	0	0	0	0	0						
Volume Right (vph)	0	0	0	43	0	0						
Hadj (s)	0.58	0.00	0.00	-0.61	0.00	0.00						
Departure Headway (s)	5.2	4.6	4.7	4.0	4.7	4.7						
Degree Utilization, x	0.08	0.00	0.00	0.05	0.00	0.00						
Capacity (veh/h)	685	784	774	868	768	768						
Control Delay (s)	7.4	6.4	6.5	6.0	6.5	6.5						
Approach Delay (s)	7.4		6.0		0.0							
Approach LOS	A		A		A							
Intersection Summary												
Delay			6.8									
HCM Level of Service			A									
Intersection Capacity Utilization			6.7%		ICU Level of Service		A					
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

PM Future+Project

1: Redwood St & W Thurman Ave

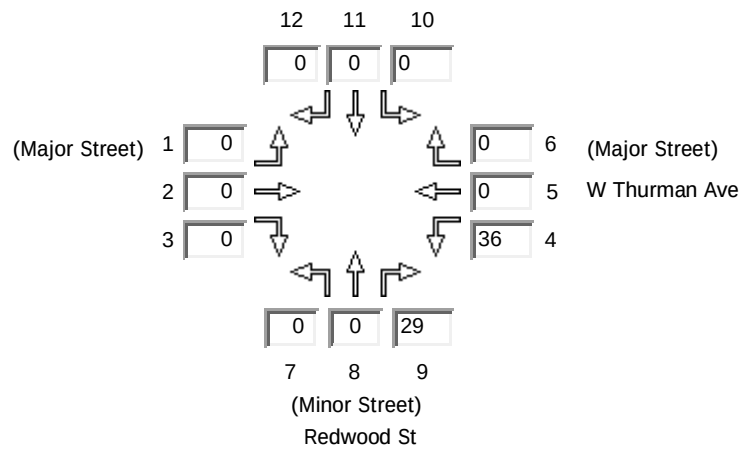
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control				Stop				Stop			Stop	
Volume (vph)				50		16		25	40	16	25	
Peak Hour Factor				0.92		0.92		0.92	0.92	0.92	0.92	
Hourly flow rate (vph)				54		17		27	43	17	27	
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2						
Volume Total (vph)	54	17	27	43	17	27						
Volume Left (vph)	54	0	0	0	17	0						
Volume Right (vph)	0	17	0	43	0	0						
Hadj (s)	0.58	-0.61	0.09	-0.61	0.58	0.09						
Departure Headway (s)	5.3	4.1	4.8	4.1	5.3	4.8						
Degree Utilization, x	0.08	0.02	0.04	0.05	0.03	0.04						
Capacity (veh/h)	658	837	728	850	655	725						
Control Delay (s)	7.6	6.0	6.8	6.1	7.3	6.8						
Approach Delay (s)	7.2		6.4		7.0							
Approach LOS	A		A		A							
Intersection Summary												
Delay			6.8									
HCM Level of Service			A									
Intersection Capacity Utilization			17.6%		ICU Level of Service		A					
Analysis Period (min)			15									

Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2013
Intersection #: 1



Major Total: 36

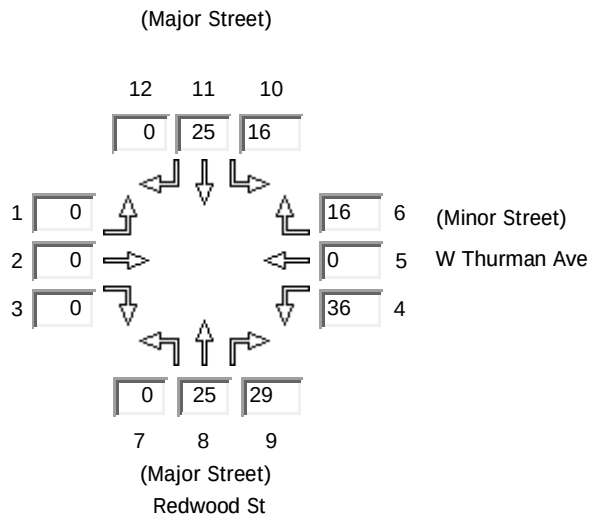
Minor High Volume: 29



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2013+Project
Intersection #: 1



Major Total: 95

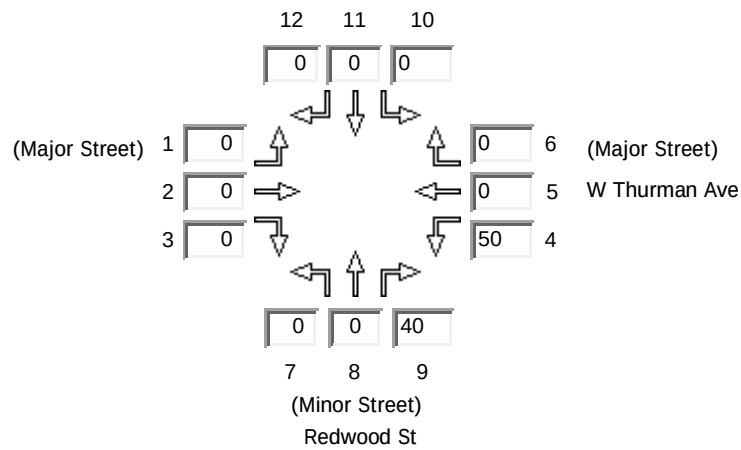
Minor High Volume: 52



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2035
Intersection #: 1



Major Total: 50

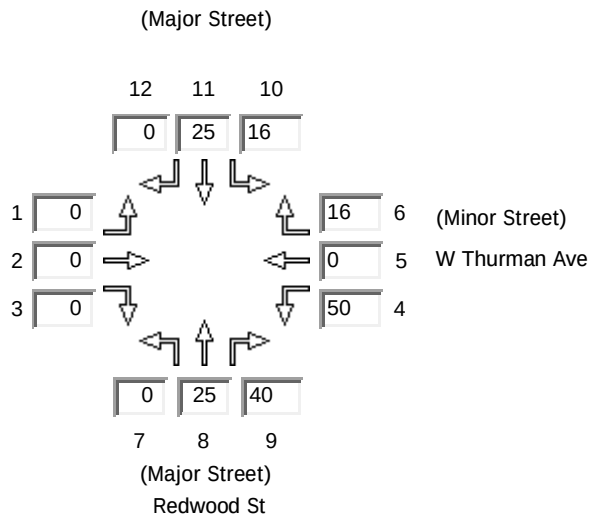
Minor High Volume: 40



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2035+Project
Intersection #: 1



Major Total: 106

Minor High Volume: 66



HCM Unsignalized Intersection Capacity Analysis

1: Redwood St & W Thurman Ave

AM Existing
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control				Stop				Stop			Stop	
Volume (vph)				69		0		0	81	0	0	
Peak Hour Factor				0.92		0.92		0.92	0.92	0.92	0.92	
Hourly flow rate (vph)				75		0		0	88	0	0	
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2						
Volume Total (vph)	75	0	0	88	0	0						
Volume Left (vph)	75	0	0	0	0	0						
Volume Right (vph)	0	0	0	88	0	0						
Hadj (s)	0.58	0.00	0.00	-0.61	0.00	0.00						
Departure Headway (s)	5.3	4.7	4.7	4.1	4.8	4.8						
Degree Utilization, x	0.11	0.00	0.00	0.10	0.00	0.00						
Capacity (veh/h)	668	763	762	853	750	750						
Control Delay (s)	7.7	6.5	6.5	6.4	6.6	6.6						
Approach Delay (s)	7.7		6.4		0.0							
Approach LOS	A		A		A							
Intersection Summary												
Delay			7.0									
HCM Level of Service			A									
Intersection Capacity Utilization			8.3%		ICU Level of Service		A					
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

AM Existing+Project

1: Redwood St & W Thurman Ave

2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control				Stop				Stop			Stop	
Volume (vph)				69		44		69	81	36	52	
Peak Hour Factor				0.92		0.92		0.92	0.92	0.92	0.92	
Hourly flow rate (vph)				75		48		75	88	39	57	
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2						
Volume Total (vph)	75	48	75	88	39	57						
Volume Left (vph)	75	0	0	0	39	0						
Volume Right (vph)	0	48	0	88	0	0						
Hadj (s)	0.58	-0.61	0.09	-0.61	0.58	0.09						
Departure Headway (s)	5.7	4.5	5.0	4.3	5.6	5.1						
Degree Utilization, x	0.12	0.06	0.10	0.11	0.06	0.08						
Capacity (veh/h)	602	759	696	807	624	687						
Control Delay (s)	8.2	6.6	7.4	6.6	7.7	7.3						
Approach Delay (s)	7.6		7.0		7.5							
Approach LOS	A		A		A							
Intersection Summary												
Delay			7.3									
HCM Level of Service			A									
Intersection Capacity Utilization			19.2%		ICU Level of Service		A					
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

AM Future

1: Redwood St & W Thurman Ave

2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control				Stop				Stop			Stop	
Volume (vph)				96		0		0	112	0	0	
Peak Hour Factor				0.92		0.92		0.92	0.92	0.92	0.92	
Hourly flow rate (vph)				104		0		0	122	0	0	
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2						
Volume Total (vph)	104	0	0	122	0	0						
Volume Left (vph)	104	0	0	0	0	0						
Volume Right (vph)	0	0	0	122	0	0						
Hadj (s)	0.58	0.00	0.00	-0.61	0.00	0.00						
Departure Headway (s)	5.4	4.8	4.8	4.2	4.9	4.9						
Degree Utilization, x	0.16	0.00	0.00	0.14	0.00	0.00						
Capacity (veh/h)	655	747	745	832	728	728						
Control Delay (s)	8.1	6.6	6.6	6.7	6.7	6.7						
Approach Delay (s)	8.1		6.7		0.0							
Approach LOS	A		A		A							
Intersection Summary												
Delay			7.4									
HCM Level of Service			A									
Intersection Capacity Utilization			10.3%		ICU Level of Service		A					
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

AM Future+Project

1: Redwood St & W Thurman Ave

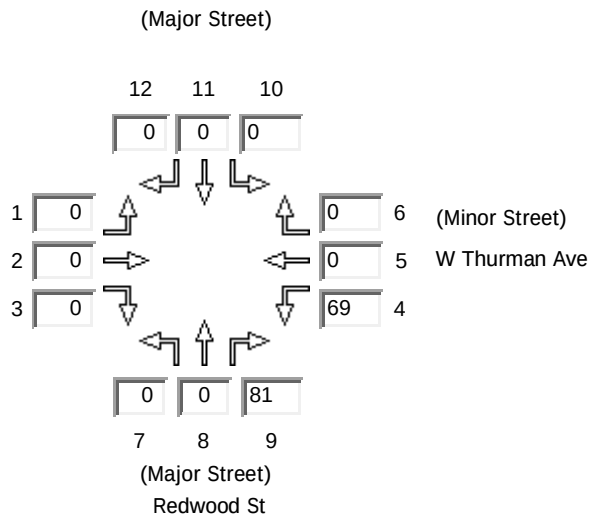
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control				Stop				Stop			Stop	
Volume (vph)				96		44		69	112	36	52	
Peak Hour Factor				0.92		0.92		0.92	0.92	0.92	0.92	
Hourly flow rate (vph)				104		48		75	122	39	57	
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2						
Volume Total (vph)	104	48	75	122	39	57						
Volume Left (vph)	104	0	0	0	39	0						
Volume Right (vph)	0	48	0	122	0	0						
Hadj (s)	0.58	-0.61	0.09	-0.61	0.58	0.09						
Departure Headway (s)	5.8	4.6	5.1	4.4	5.7	5.2						
Degree Utilization, x	0.17	0.06	0.11	0.15	0.06	0.08						
Capacity (veh/h)	593	744	680	786	606	666						
Control Delay (s)	8.7	6.7	7.5	7.0	7.9	7.4						
Approach Delay (s)	8.1		7.2		7.6							
Approach LOS	A		A		A							
Intersection Summary												
Delay			7.6									
HCM Level of Service			A									
Intersection Capacity Utilization			20.6%		ICU Level of Service		A					
Analysis Period (min)			15									

Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2013
Intersection #: 1



Major Total: 81

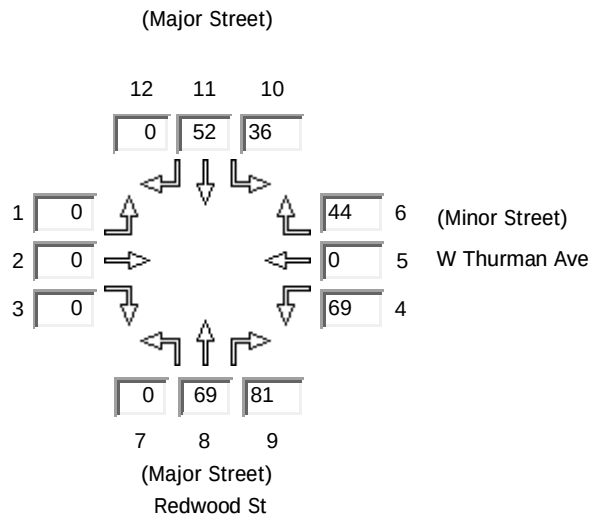
Minor High Volume: 69



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2013+Project
Intersection #: 1



Major Total: 238

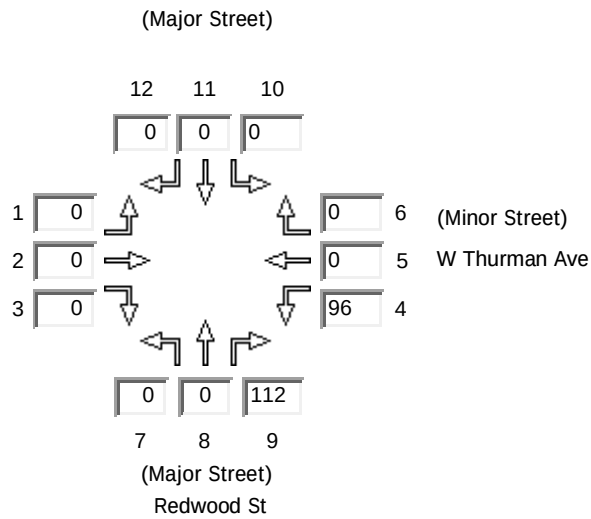
Minor High Volume: 113



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035
Intersection #: 1



Major Total: 112

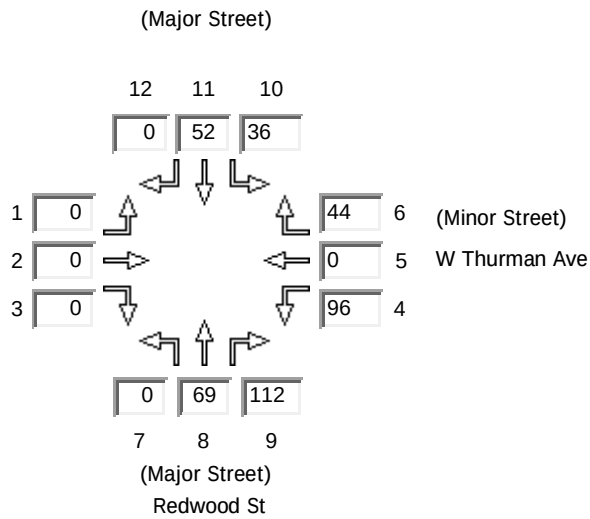
Minor High Volume: 96



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035+Project
Intersection #: 1



Major Total: 269
Minor High Volume: 140



Intersection 2
N Elderwood St & W Thurman Ave

HCM Unsignalized Intersection Capacity Analysis

2: N Elderwood St & W Thurman Ave

PM Existing
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		31	0	11	36		0		1			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		34	0	12	39		0		1			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				39			107			44		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				39			107			44		
tC, single (s)				4.1			6.4			6.2		
tC, 2 stage (s)												
tF (s)				2.2			3.5			3.3		
p0 queue free %				99			100			100		
cM capacity (veh/h)				1546			869			1010		
Direction, Lane #	EB 1	WB 1	NB 1									
Volume Total	34	51	1									
Volume Left	0	12	0									
Volume Right	0	0	1									
cSH	1700	1546	1010									
Volume to Capacity	0.02	0.01	0.00									
Queue Length 95th (ft)	0	1	0									
Control Delay (s)	0.0	1.8	8.6									
Lane LOS		A	A									
Approach Delay (s)	0.0	1.8	8.6									
Approach LOS			A									
Intersection Summary												
Average Delay				1.2								
Intersection Capacity Utilization				20.7%			ICU Level of Service			A		
Analysis Period (min)				15								

HCM Unsignalized Intersection Capacity Analysis

2: N Elderwood St & W Thurman Ave

PM Existing+Project
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		47	2	11	52		2		1			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		51	2	12	57		2		1			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type							None					
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				58			143		62			
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				58			143		62			
tC, single (s)				4.1			6.4		6.2			
tC, 2 stage (s)												
tF (s)				2.2			3.5		3.3			
p0 queue free %				99			100		100			
cM capacity (veh/h)				1520			829		986			
Direction, Lane #	EB 1	WB 1	NB 1									
Volume Total	53	68	3									
Volume Left	0	12	2									
Volume Right	2	0	1									
cSH	1700	1520	876									
Volume to Capacity	0.03	0.01	0.00									
Queue Length 95th (ft)	0	1	0									
Control Delay (s)	0.0	1.3	9.1									
Lane LOS		A	A									
Approach Delay (s)	0.0	1.3	9.1									
Approach LOS			A									
Intersection Summary												
Average Delay			1.0									
Intersection Capacity Utilization			21.5%		ICU Level of Service				A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

2: N Elderwood St & W Thurman Ave

PM Future
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Free			Free			Stop					
Grade	0%			0%			0%					
Volume (veh/h)	43			0	15	50	0			1		
Peak Hour Factor	0.92			0.92	0.92	0.92	0.92			0.92		
Hourly flow rate (vph)	47			0	16	54	0			1		
Pedestrians	5			5			5					
Lane Width (ft)	12.0			12.0			12.0					
Walking Speed (ft/s)	4.0			4.0			4.0					
Percent Blockage	0			0			0					
Right turn flare (veh)												
Median type	None											
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				52			144			57		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				52			144			57		
tC, single (s)				4.1			6.4			6.2		
tC, 2 stage (s)												
tF (s)				2.2			3.5			3.3		
p0 queue free %				99			100			100		
cM capacity (veh/h)				1529			826			993		
Direction, Lane #	EB 1	WB 1	NB 1									
Volume Total	47	71	1									
Volume Left	0	16	0									
Volume Right	0	0	1									
cSH	1700	1529	993									
Volume to Capacity	0.03	0.01	0.00									
Queue Length 95th (ft)	0	1	0									
Control Delay (s)	0.0	1.8	8.6									
Lane LOS		A	A									
Approach Delay (s)	0.0	1.8	8.6									
Approach LOS			A									
Intersection Summary												
Average Delay				1.1								
Intersection Capacity Utilization				21.7%			ICU Level of Service			A		
Analysis Period (min)				15								

HCM Unsignalized Intersection Capacity Analysis

2: N Elderwood St & W Thurman Ave

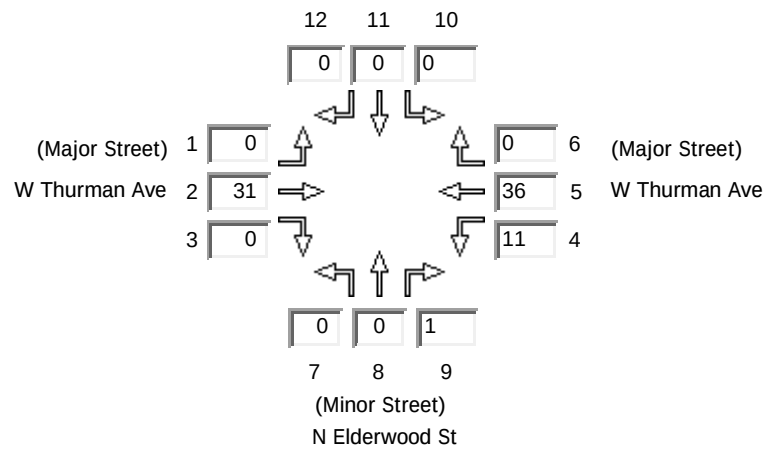
PM Future+Project
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		59	2	15	66		2		1			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		64	2	16	72		2		1			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				71				180		75		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				71				180		75		
tC, single (s)				4.1				6.4		6.2		
tC, 2 stage (s)												
tF (s)				2.2				3.5		3.3		
p0 queue free %				99				100		100		
cM capacity (veh/h)				1504				788		970		
Direction, Lane #	EB 1	WB 1	NB 1									
Volume Total	66	88	3									
Volume Left	0	16	2									
Volume Right	2	0	1									
cSH	1700	1504	840									
Volume to Capacity	0.04	0.01	0.00									
Queue Length 95th (ft)	0	1	0									
Control Delay (s)	0.0	1.4	9.3									
Lane LOS		A	A									
Approach Delay (s)	0.0	1.4	9.3									
Approach LOS			A									
Intersection Summary												
Average Delay				1.0								
Intersection Capacity Utilization				22.5%	ICU Level of Service				A			
Analysis Period (min)				15								

Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2013
Intersection #: 2



Major Total: 78

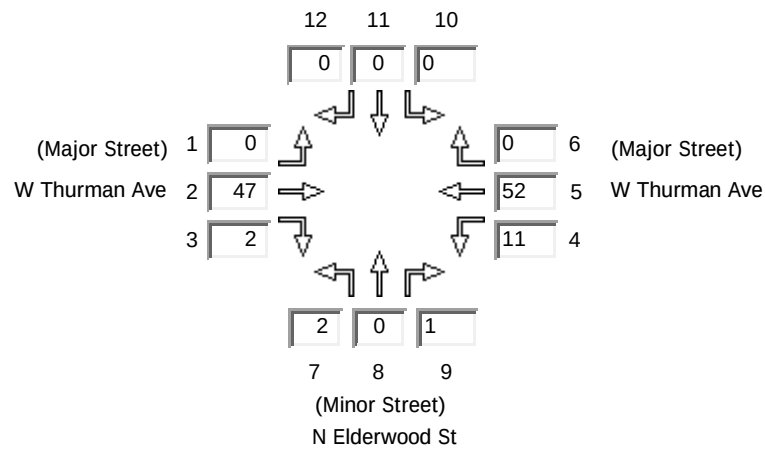
Minor High Volume: 1



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2013+Project
Intersection #: 2



Major Total: 112

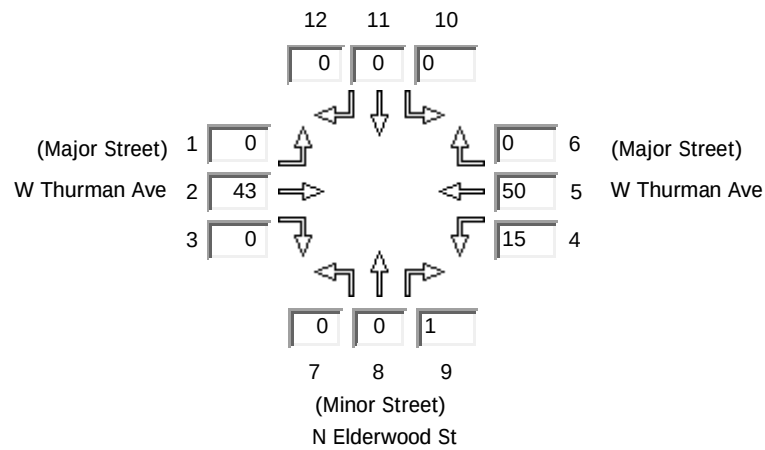
Minor High Volume: 3



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2035
Intersection #: 2



Major Total: 108

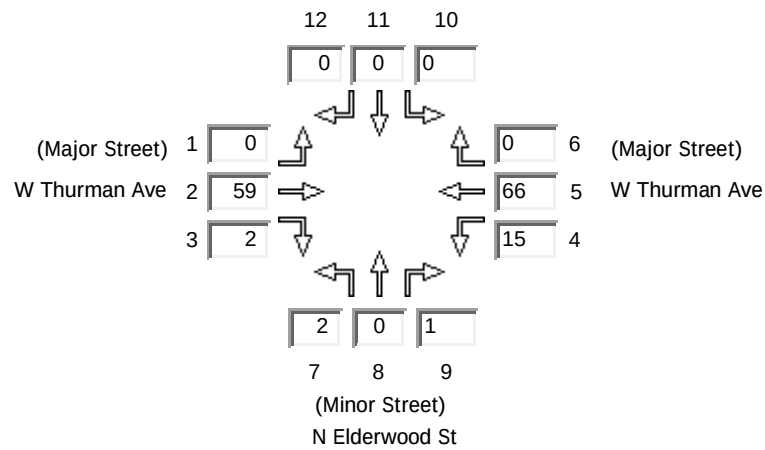
Minor High Volume: 1



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2035+Project
Intersection #: 2



Major Total: 142

Minor High Volume: 3



HCM Unsignalized Intersection Capacity Analysis 2: N Elderwood St & W Thurman Ave

AM Existing
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		68	0	8	81		0		9			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		74	0	9	88		0		10			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				79			189			84		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				79			189			84		
tC, single (s)				4.1			6.4			6.2		
tC, 2 stage (s)												
tF (s)				2.2			3.5			3.3		
p0 queue free %				99			100			99		
cM capacity (veh/h)				1494			782			959		
Direction, Lane #	EB 1	WB 1	NB 1									
Volume Total	74	97	10									
Volume Left	0	9	0									
Volume Right	0	0	10									
cSH	1700	1494	959									
Volume to Capacity	0.04	0.01	0.01									
Queue Length 95th (ft)	0	0	1									
Control Delay (s)	0.0	0.7	8.8									
Lane LOS		A	A									
Approach Delay (s)	0.0	0.7	8.8									
Approach LOS			A									
Intersection Summary												
Average Delay	0.9											
Intersection Capacity Utilization	22.4%			ICU Level of Service			A					
Analysis Period (min)	15											

HCM Unsignalized Intersection Capacity Analysis

2: N Elderwood St & W Thurman Ave

AM Existing+Project
2013

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Free			Free			Stop						
Grade	0%			0%			0%						
Volume (veh/h)	102	10	8	126	6			9					
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92			0.92					
Hourly flow rate (vph)	111	11	9	137	7			10					
Pedestrians	5				5	5							
Lane Width (ft)	12.0				12.0	12.0							
Walking Speed (ft/s)	4.0				4.0	4.0							
Percent Blockage	0				0	0							
Right turn flare (veh)													
Median type	None												
Median storage veh													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume				127				281	126				
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol				127				281	126				
tC, single (s)				4.1				6.4	6.2				
tC, 2 stage (s)													
tF (s)				2.2				3.5	3.3				
p0 queue free %				99				99	99				
cM capacity (veh/h)				1435				693	908				
Direction, Lane #	EB 1	WB 1	NB 1										
Volume Total	122	146	16										
Volume Left	0	9	7										
Volume Right	11	0	10										
cSH	1700	1435	808										
Volume to Capacity	0.07	0.01	0.02										
Queue Length 95th (ft)	0	0	2										
Control Delay (s)	0.0	0.5	9.5										
Lane LOS		A	A										
Approach Delay (s)	0.0	0.5	9.5										
Approach LOS			A										
Intersection Summary													
Average Delay	0.8												
Intersection Capacity Utilization	24.7%			ICU Level of Service					A				
Analysis Period (min)	15												

HCM Unsignalized Intersection Capacity Analysis

2: N Elderwood St & W Thurman Ave

AM Future
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		94	0	11	112		0		12			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		102	0	12	122		0		13			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				107			258			112		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				107			258			112		
tC, single (s)				4.1			6.4			6.2		
tC, 2 stage (s)												
tF (s)				2.2			3.5			3.3		
p0 queue free %				99			100			99		
cM capacity (veh/h)				1459			713			925		
Direction, Lane #	EB 1	WB 1	NB 1									
Volume Total	102	134	13									
Volume Left	0	12	0									
Volume Right	0	0	13									
cSH	1700	1459	925									
Volume to Capacity	0.06	0.01	0.01									
Queue Length 95th (ft)	0	1	1									
Control Delay (s)	0.0	0.7	8.9									
Lane LOS		A	A									
Approach Delay (s)	0.0	0.7	8.9									
Approach LOS			A									
Intersection Summary												
Average Delay	0.9											
Intersection Capacity Utilization	24.7%			ICU Level of Service			A					
Analysis Period (min)	15											

HCM Unsignalized Intersection Capacity Analysis

2: N Elderwood St & W Thurman Ave

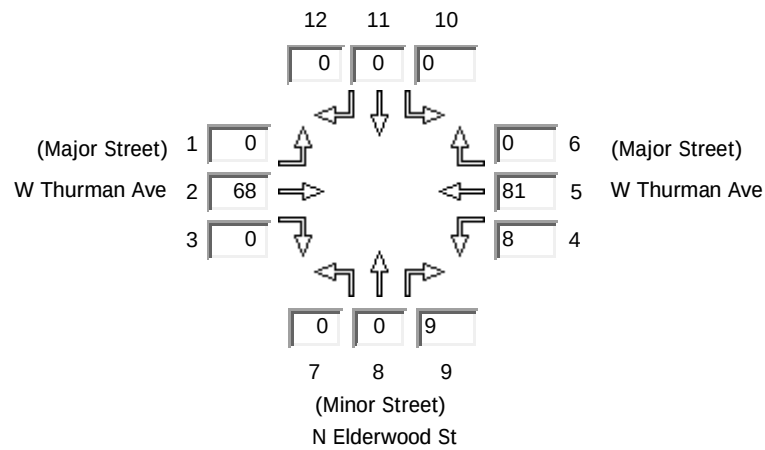
AM Future+Project
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		128	10	11	157		6		12			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		139	11	12	171		7		13			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				155				349				155
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				155				349				155
tC, single (s)				4.1				6.4				6.2
tC, 2 stage (s)												
tF (s)				2.2				3.5				3.3
p0 queue free %				99				99				99
cM capacity (veh/h)				1401				631				876
Direction, Lane #	EB 1	WB 1	NB 1									
Volume Total	150	183	20									
Volume Left	0	12	7									
Volume Right	11	0	13									
cSH	1700	1401	776									
Volume to Capacity	0.09	0.01	0.03									
Queue Length 95th (ft)	0	1	2									
Control Delay (s)	0.0	0.6	9.8									
Lane LOS		A	A									
Approach Delay (s)	0.0	0.6	9.8									
Approach LOS			A									
Intersection Summary												
Average Delay				0.8								
Intersection Capacity Utilization				28.8%	ICU Level of Service			A				
Analysis Period (min)				15								

Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2013
Intersection #: 2



Major Total: 157

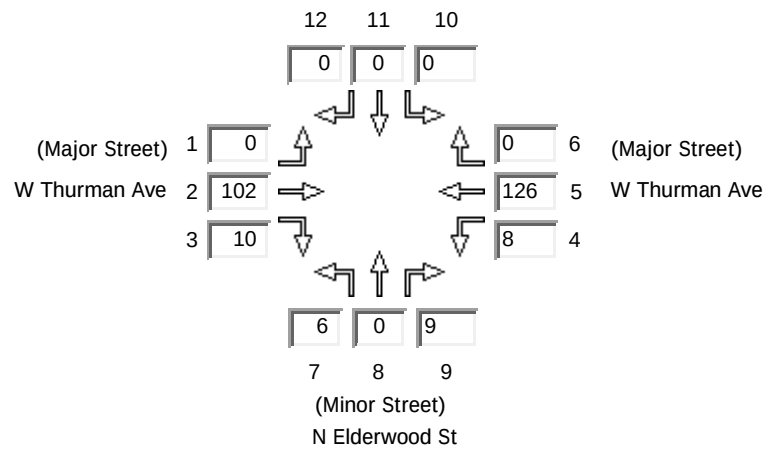
Minor High Volume: 9



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2013+Project
Intersection #: 2



Major Total: 246

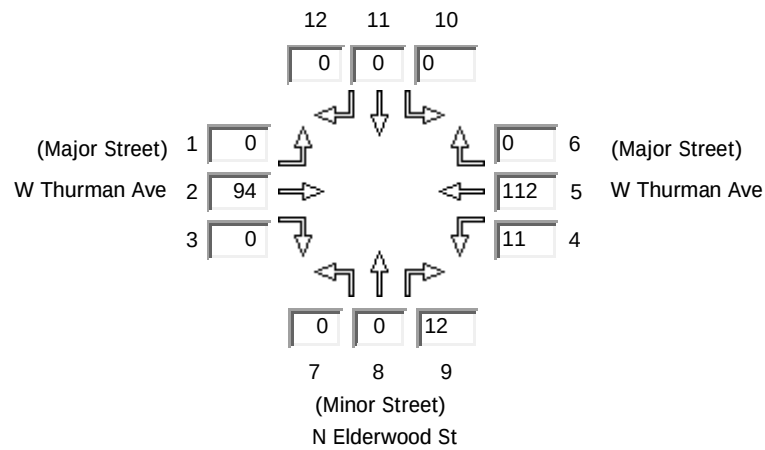
Minor High Volume: 15



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035
Intersection #: 2



Major Total: 217

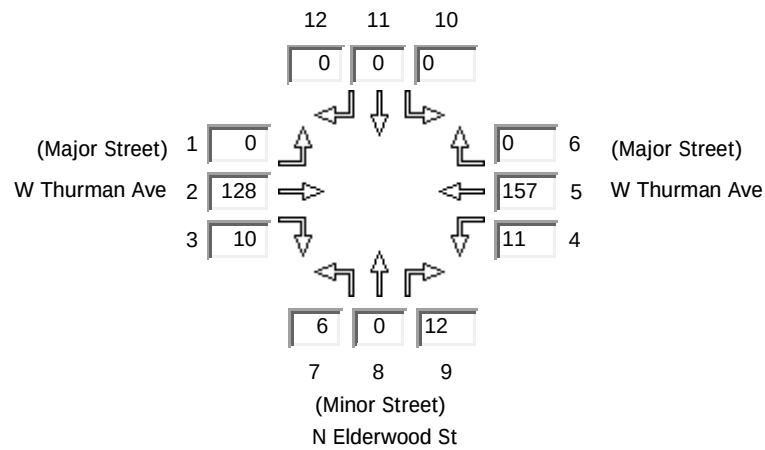
Minor High Volume: 12



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035+Project
Intersection #: 2



Major Total: 306

Minor High Volume: 18



Intersection 3
N Dogwood St & W Thurman Ave

HCM Unsignalized Intersection Capacity Analysis

3: N Dogwood St & W Thurman Ave

PM Existing
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		34	1	5	46		2		3			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		37	1	5	50		2		3			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type							None					
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				43			108		48			
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				43			108		48			
tC, single (s)				4.1			6.4		6.2			
tC, 2 stage (s)												
tF (s)				2.2			3.5		3.3			
p0 queue free %				100			100		100			
cM capacity (veh/h)				1540			871		1005			
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	38	55	2	3								
Volume Left	0	5	2	0								
Volume Right	1	0	0	3								
cSH	1700	1540	871	1005								
Volume to Capacity	0.02	0.00	0.00	0.00								
Queue Length 95th (ft)	0	0	0	0								
Control Delay (s)	0.0	0.7	9.1	8.6								
Lane LOS		A	A	A								
Approach Delay (s)	0.0	0.7	8.8									
Approach LOS			A									
Intersection Summary												
Average Delay			0.9									
Intersection Capacity Utilization		18.1%		ICU Level of Service						A		
Analysis Period (min)		15										

HCM Unsignalized Intersection Capacity Analysis

3: N Dogwood St & W Thurman Ave

PM Existing+Project
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		48	3	5	61		3		3			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		52	3	5	66		3		3			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				60			141			64		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				60			141			64		
tC, single (s)				4.1			6.4			6.2		
tC, 2 stage (s)												
tF (s)				2.2			3.5			3.3		
p0 queue free %				100			100			100		
cM capacity (veh/h)				1518			835			984		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	55	72	3	3								
Volume Left	0	5	3	0								
Volume Right	3	0	0	3								
cSH	1700	1518	835	984								
Volume to Capacity	0.03	0.00	0.00	0.00								
Queue Length 95th (ft)	0	0	0	0								
Control Delay (s)	0.0	0.6	9.3	8.7								
Lane LOS		A	A	A								
Approach Delay (s)	0.0	0.6	9.0									
Approach LOS			A									
Intersection Summary												
Average Delay			0.8									
Intersection Capacity Utilization			18.9%		ICU Level of Service				A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: N Dogwood St & W Thurman Ave

PM Future
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		47	1	7	64		3		4			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		51	1	8	70		3		4			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				57			146			62		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				57			146			62		
tC, single (s)				4.1			6.4			6.2		
tC, 2 stage (s)												
tF (s)				2.2			3.5			3.3		
p0 queue free %				100			100			100		
cM capacity (veh/h)				1522			828			987		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	52	77	3	4								
Volume Left	0	8	3	0								
Volume Right	1	0	0	4								
cSH	1700	1522	828	987								
Volume to Capacity	0.03	0.00	0.00	0.00								
Queue Length 95th (ft)	0	0	0	0								
Control Delay (s)	0.0	0.8	9.4	8.7								
Lane LOS		A	A	A								
Approach Delay (s)	0.0	0.8	9.0									
Approach LOS			A									
Intersection Summary												
Average Delay			0.9									
Intersection Capacity Utilization			20.7%		ICU Level of Service				A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: N Dogwood St & W Thurman Ave

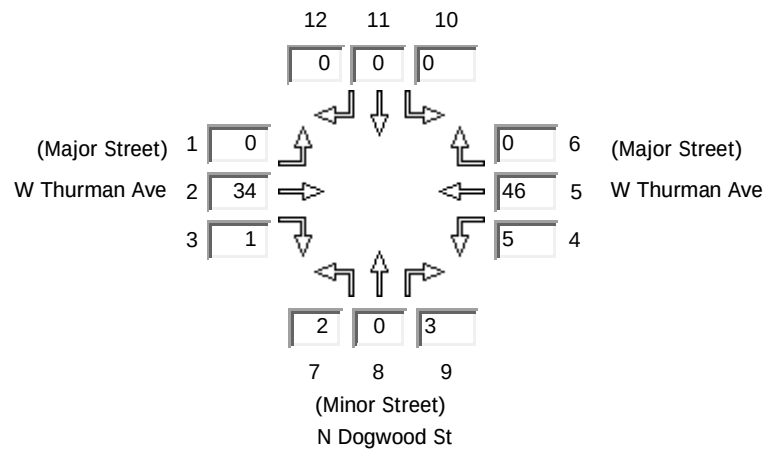
PM Future+Project
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		61	3	7	79		4		4			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		66	3	8	86		4		4			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type							None					
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				75			179		78			
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				75			179		78			
tC, single (s)				4.1			6.4		6.2			
tC, 2 stage (s)												
tF (s)				2.2			3.5		3.3			
p0 queue free %				99			99		100			
cM capacity (veh/h)				1500			793		966			
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	70	93	4	4								
Volume Left	0	8	4	0								
Volume Right	3	0	0	4								
cSH	1700	1500	793	966								
Volume to Capacity	0.04	0.01	0.01	0.00								
Queue Length 95th (ft)	0	0	0	0								
Control Delay (s)	0.0	0.6	9.6	8.7								
Lane LOS		A	A	A								
Approach Delay (s)	0.0	0.6	9.2									
Approach LOS			A									
Intersection Summary												
Average Delay			0.8									
Intersection Capacity Utilization		21.5%		ICU Level of Service				A				
Analysis Period (min)			15									

Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2013
Intersection #: 3



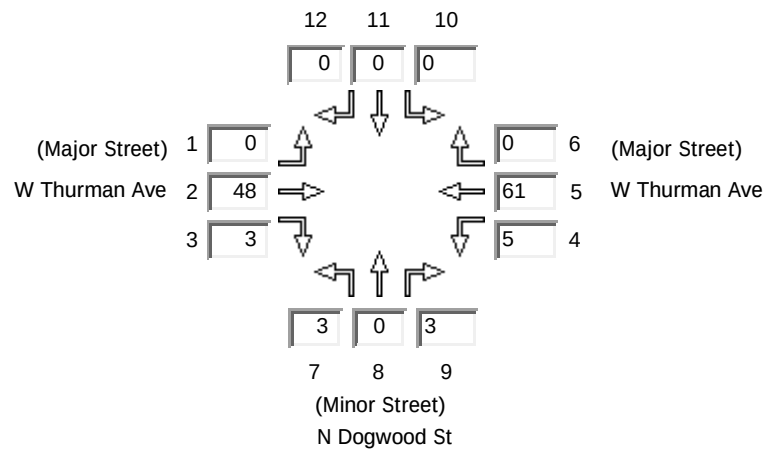
Major Total: 86
Minor High Volume: 5



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2013+Project
Intersection #: 3



Major Total: 117

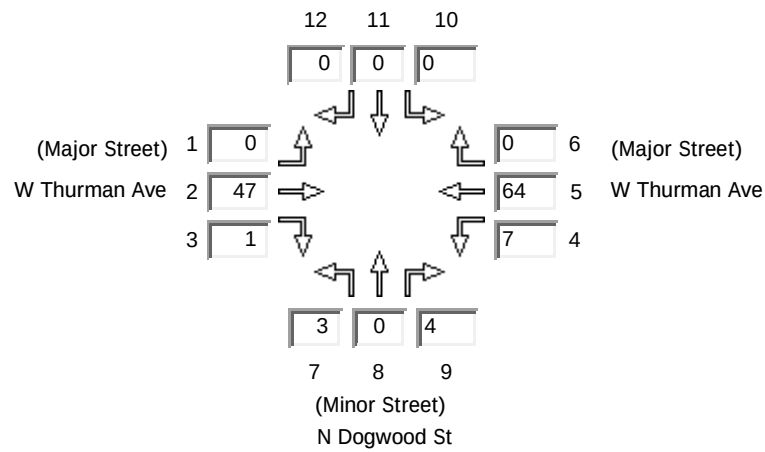
Minor High Volume: 6



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2035
Intersection #: 3



Major Total: 119

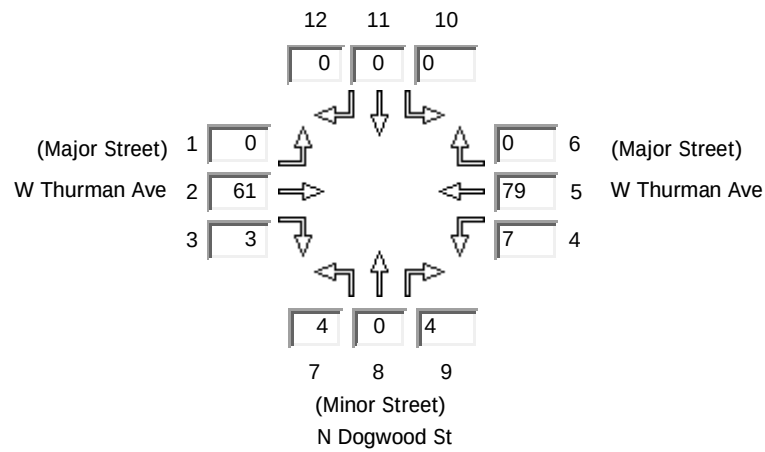
Minor High Volume: 7



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2035+Project
Intersection #: 3



Major Total: 150

Minor High Volume: 8



HCM Unsignalized Intersection Capacity Analysis

3: N Dogwood St & W Thurman Ave

AM Existing
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free		Stop					
Grade		0%			0%		0%					
Volume (veh/h)		79	0	0	87		1		5			
Peak Hour Factor		0.92	0.92	0.92	0.92		0.92		0.92			
Hourly flow rate (vph)		86	0	0	95		1		5			
Pedestrians		5			5		5					
Lane Width (ft)		12.0			12.0		12.0					
Walking Speed (ft/s)		4.0			4.0		4.0					
Percent Blockage		0			0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				91				190		96		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				91				190		96		
tC, single (s)				4.1				6.4		6.2		
tC, 2 stage (s)												
tF (s)				2.2				3.5		3.3		
p0 queue free %				100				100		99		
cM capacity (veh/h)				1479				785		944		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	86	95	1	5								
Volume Left	0	0	1	0								
Volume Right	0	0	0	5								
cSH	1700	1479	785	944								
Volume to Capacity	0.05	0.00	0.00	0.01								
Queue Length 95th (ft)	0	0	0	0								
Control Delay (s)	0.0	0.0	9.6	8.8								
Lane LOS			A	A								
Approach Delay (s)	0.0	0.0	9.0									
Approach LOS			A									
Intersection Summary												
Average Delay			0.3									
Intersection Capacity Utilization			17.1%	ICU Level of Service					A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: N Dogwood St & W Thurman Ave

AM Existing+Project
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Free			Free			Stop					
Grade	0%			0%			0%					
Volume (veh/h)	107	5	0	129			4		5			
Peak Hour Factor	0.92	0.92	0.92	0.92			0.92		0.92			
Hourly flow rate (vph)	116	5	0	140			4		5			
Pedestrians	5			5			5					
Lane Width (ft)	12.0			12.0			12.0					
Walking Speed (ft/s)	4.0			4.0			4.0					
Percent Blockage	0			0			0					
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				127				269	129			
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				127				269	129			
tC, single (s)				4.1				6.4	6.2			
tC, 2 stage (s)												
tF (s)				2.2				3.5	3.3			
p0 queue free %				100				99	99			
cM capacity (veh/h)				1435				708	905			
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	122	140	4	5								
Volume Left	0	0	4	0								
Volume Right	5	0	0	5								
cSH	1700	1435	708	905								
Volume to Capacity	0.07	0.00	0.01	0.01								
Queue Length 95th (ft)	0	0	0	0								
Control Delay (s)	0.0	0.0	10.1	9.0								
Lane LOS			B	A								
Approach Delay (s)	0.0	0.0	9.5									
Approach LOS			A									
Intersection Summary												
Average Delay			0.3									
Intersection Capacity Utilization			18.6%	ICU Level of Service				A				
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: N Dogwood St & W Thurman Ave

AM Future
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Free			Free			Stop					
Grade	0%			0%			0%					
Volume (veh/h)	110	0	0	121			1		7			
Peak Hour Factor	0.92	0.92	0.92	0.92			0.92		0.92			
Hourly flow rate (vph)	120	0	0	132			1		8			
Pedestrians	5				5		5					
Lane Width (ft)	12.0				12.0		12.0					
Walking Speed (ft/s)	4.0				4.0		4.0					
Percent Blockage	0				0		0					
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				125				261		130		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				125				261		130		
tC, single (s)				4.1				6.4		6.2		
tC, 2 stage (s)												
tF (s)				2.2				3.5		3.3		
p0 queue free %				100				100		99		
cM capacity (veh/h)				1438				715		905		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	120	132	1	8								
Volume Left	0	0	1	0								
Volume Right	0	0	0	8								
cSH	1700	1438	715	905								
Volume to Capacity	0.07	0.00	0.00	0.01								
Queue Length 95th (ft)	0	0	0	1								
Control Delay (s)	0.0	0.0	10.0	9.0								
Lane LOS			B	A								
Approach Delay (s)	0.0	0.0	9.1									
Approach LOS				A								
Intersection Summary												
Average Delay			0.3									
Intersection Capacity Utilization			18.5%	ICU Level of Service					A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

3: N Dogwood St & W Thurman Ave

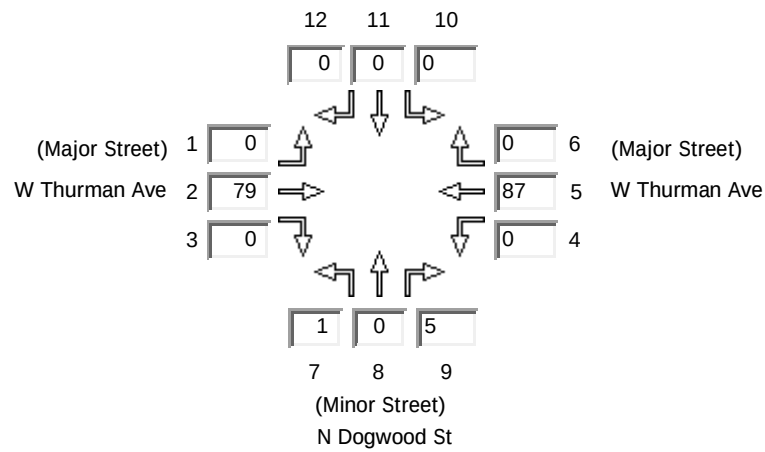
AM Future+Project
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Free			Free			Stop					
Grade	0%			0%			0%					
Volume (veh/h)	138	5	0	163			4		7			
Peak Hour Factor	0.92	0.92	0.92	0.92			0.92		0.92			
Hourly flow rate (vph)	150	5	0	177			4		8			
Pedestrians	5			5			5					
Lane Width (ft)	12.0			12.0			12.0					
Walking Speed (ft/s)	4.0			4.0			4.0					
Percent Blockage	0			0			0					
Right turn flare (veh)												
Median type	None											
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume				160				340	163			
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol				160				340	163			
tC, single (s)				4.1				6.4	6.2			
tC, 2 stage (s)												
tF (s)				2.2				3.5	3.3			
p0 queue free %				100				99	99			
cM capacity (veh/h)				1395				645	867			
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	155	177	4	8								
Volume Left	0	0	4	0								
Volume Right	5	0	0	8								
cSH	1700	1395	645	867								
Volume to Capacity	0.09	0.00	0.01	0.01								
Queue Length 95th (ft)	0	0	1	1								
Control Delay (s)	0.0	0.0	10.6	9.2								
Lane LOS			B	A								
Approach Delay (s)	0.0	0.0	9.7									
Approach LOS			A									
Intersection Summary												
Average Delay			0.3									
Intersection Capacity Utilization			20.1%	ICU Level of Service					A			
Analysis Period (min)			15									

Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2013
Intersection #: 3



Major Total: 166

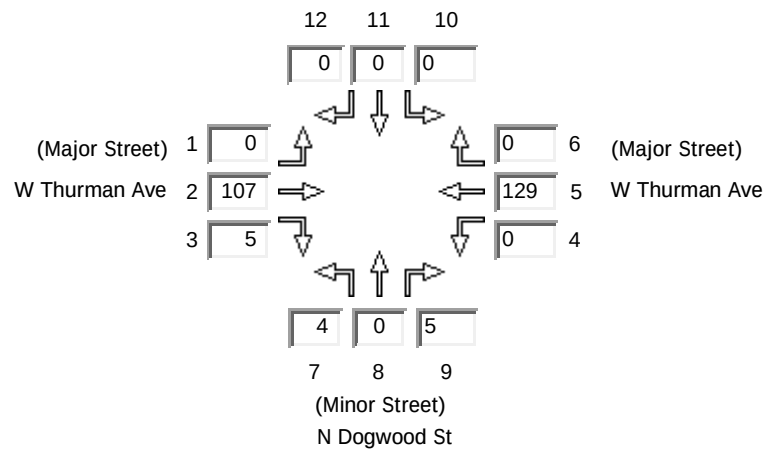
Minor High Volume: 6



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2013+Project
Intersection #: 3



Major Total: 241

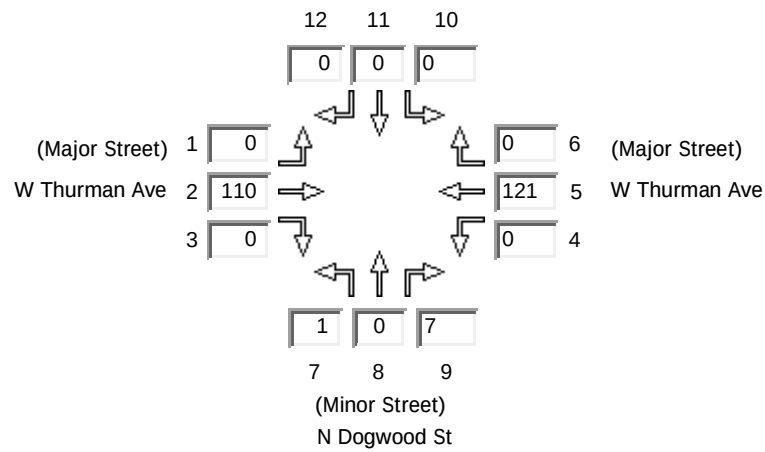
Minor High Volume: 9



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035
Intersection #: 3



Major Total: 231

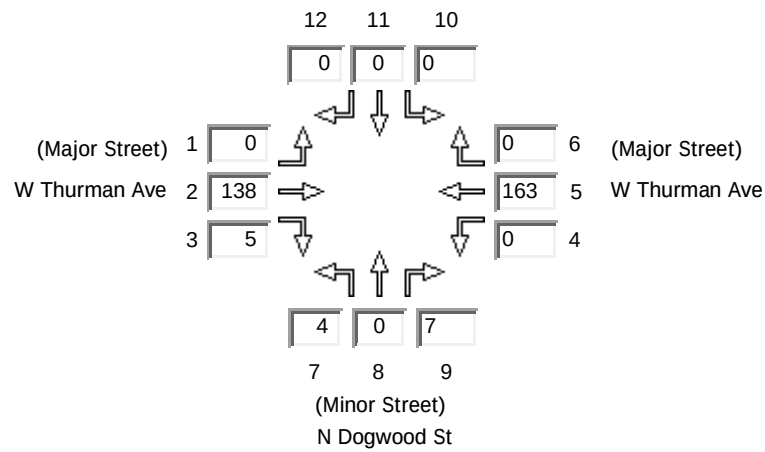
Minor High Volume: 8



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035+Project
Intersection #: 3



Major Total: 306

Minor High Volume: 11



Intersection 4
S Westwood St & W Thurman Ave

HCM Unsignalized Intersection Capacity Analysis

4: S Westwood St & W Thurman Ave

PM Existing
2013

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	35		7				14		254		228		33
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	38		8				15		276		248		36
Pedestrians	5						5				5		
Lane Width (ft)	12.0						12.0				12.0		
Walking Speed (ft/s)	4.0						4.0				4.0		
Percent Blockage	0						0				0		
Right turn flare (veh)													
Median type	None												
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	444		152				289						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	444		152				289						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	93		99				99						
cM capacity (veh/h)	524		851				1243						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	46	107	184	165	118								
Volume Left	38	15	0	0	0								
Volume Right	8	0	0	0	36								
cSH	559	1243	1700	1700	1700								
Volume to Capacity	0.08	0.01	0.11	0.10	0.07								
Queue Length 95th (ft)	7	1	0	0	0								
Control Delay (s)	12.0	1.2	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	12.0	0.4	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			1.1										
Intersection Capacity Utilization			29.0%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis

4: S Westwood St & W Thurman Ave

PM Existing+Project
2013

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	44		12				20		255		228		42
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	48		13				22		277		248		46
Pedestrians	5						5			5			
Lane Width (ft)	12.0						12.0			12.0			
Walking Speed (ft/s)	4.0						4.0			4.0			
Percent Blockage	0						0			0			
Right turn flare (veh)													
Median type	None												
Median storage veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	463		157				298						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	463		157				298						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	91		98				98						
cM capacity (veh/h)	507		844				1233						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	61	114	185	165	128								
Volume Left	48	22	0	0	0								
Volume Right	13	0	0	0	46								
cSH	554	1233	1700	1700	1700								
Volume to Capacity	0.11	0.02	0.11	0.10	0.08								
Queue Length 95th (ft)	9	1	0	0	0								
Control Delay (s)	12.3	1.6	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	12.3	0.6	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			1.4										
Intersection Capacity Utilization			31.3%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis

4: S Westwood St & W Thurman Ave

PM Future
2035

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	44		9				17		316		284		41
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	48		10				18		343		309		45
Pedestrians	5						5				5		
Lane Width (ft)	12.0						12.0				12.0		
Walking Speed (ft/s)	4.0						4.0				4.0		
Percent Blockage	0						0				0		
Right turn flare (veh)													
Median type	None												
Median storage veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	550		187				358						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	550		187				358						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	89		99				98						
cM capacity (veh/h)	447		808				1171						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	58	133	229	206	147								
Volume Left	48	18	0	0	0								
Volume Right	10	0	0	0	45								
cSH	484	1171	1700	1700	1700								
Volume to Capacity	0.12	0.02	0.13	0.12	0.09								
Queue Length 95th (ft)	10	1	0	0	0								
Control Delay (s)	13.4	1.2	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	13.4	0.5	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			1.2										
Intersection Capacity Utilization			32.9%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis 4: S Westwood St & W Thurman Ave

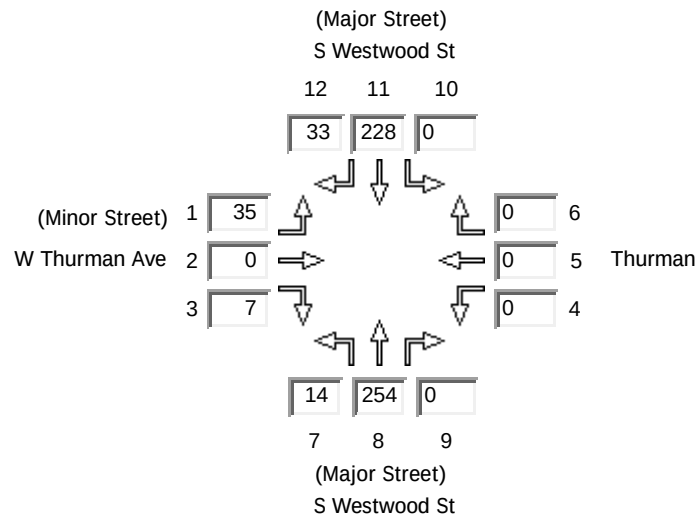
PM Future+Project
2035

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free				Free		
Grade	0%						0%				0%		
Volume (veh/h)	53		14				23		317		284		50
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	58		15				25		345		309		54
Pedestrians	5						5				5		
Lane Width (ft)	12.0						12.0				12.0		
Walking Speed (ft/s)	4.0						4.0				4.0		
Percent Blockage	0						0				0		
Right turn flare (veh)													
Median type	None												
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	568		192				368						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	568		192				368						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	87		98				98						
cM capacity (veh/h)	433		802				1161						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	73	140	230	206	157								
Volume Left	58	25	0	0	0								
Volume Right	15	0	0	0	54								
cSH	479	1161	1700	1700	1700								
Volume to Capacity	0.15	0.02	0.14	0.12	0.09								
Queue Length 95th (ft)	13	2	0	0	0								
Control Delay (s)	13.9	1.6	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	13.9	0.6	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			1.5										
Intersection Capacity Utilization			35.2%		ICU Level of Service				A				
Analysis Period (min)			15										

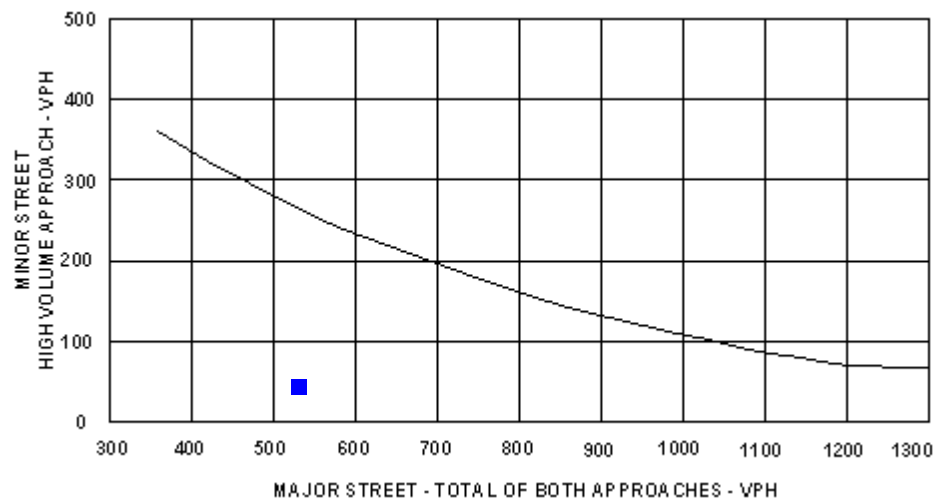
Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2013
Intersection #: 4



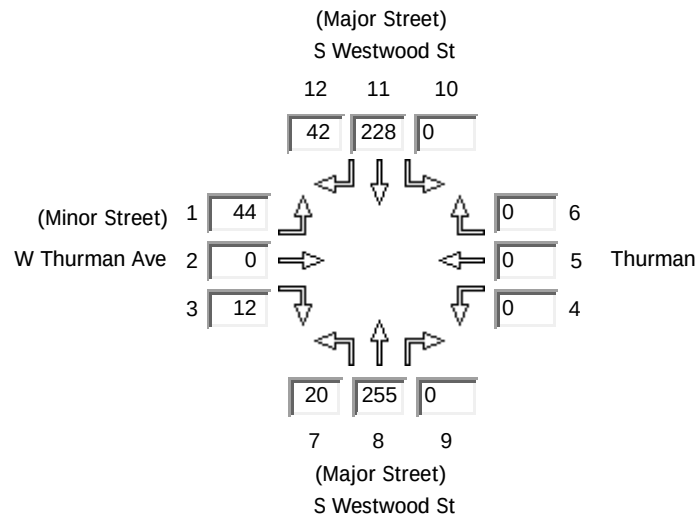
Major Total: 529
Minor High Volume: 42



Rural Peak Hour Signal Warrant

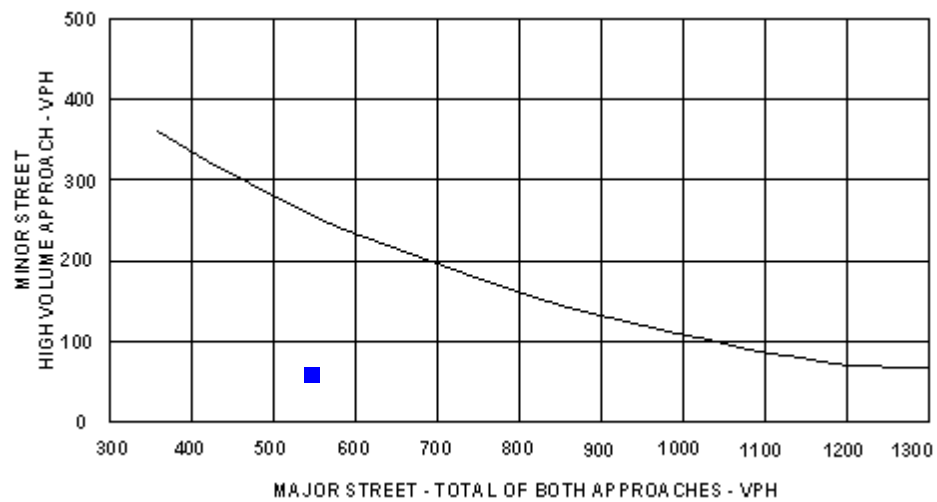
Intersection Does Not Meet Signal Warrant

Scenario: PM 2013+Project
Intersection #: 4



Major Total: 545

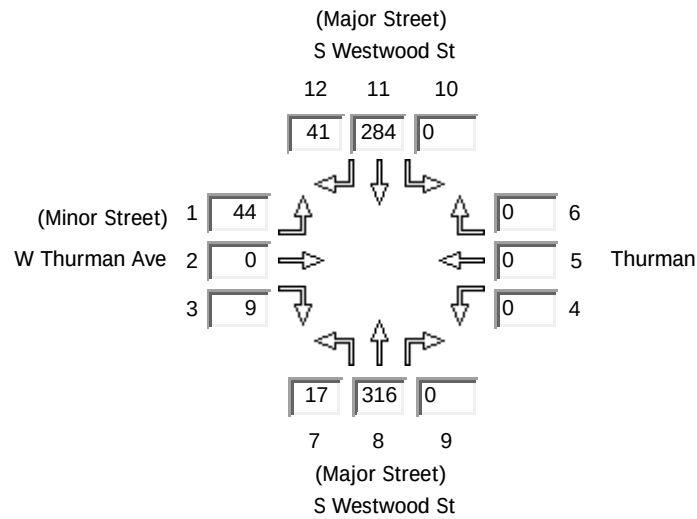
Minor High Volume: 56



Rural Peak Hour Signal Warrant

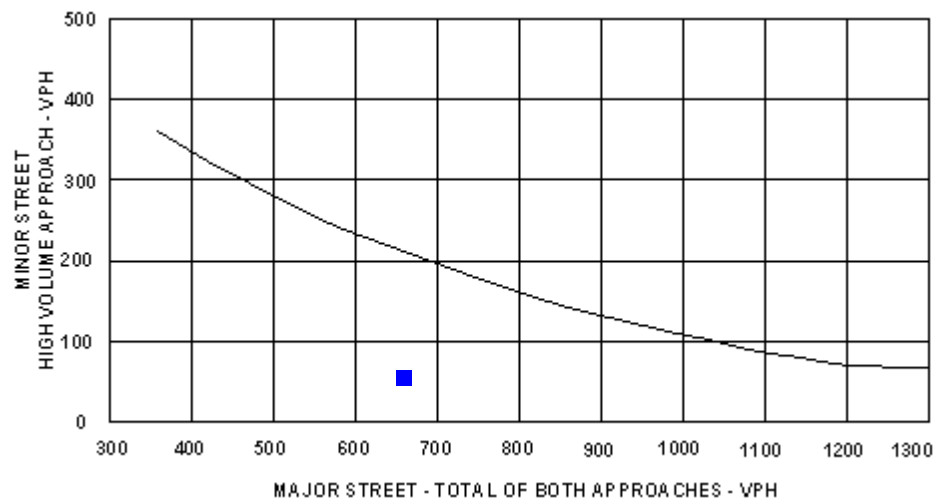
Intersection Does Not Meet Signal Warrant

Scenario: PM 2035
Intersection #: 4



Major Total: 658

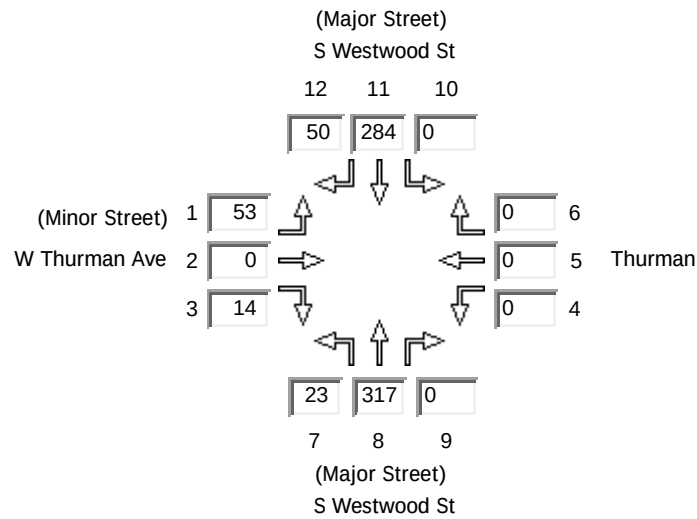
Minor High Volume: 53



Rural Peak Hour Signal Warrant

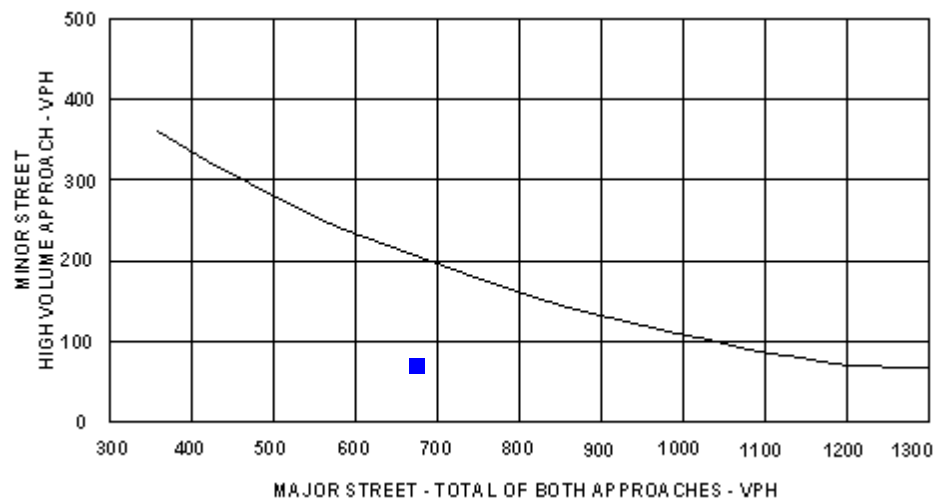
Intersection Does Not Meet Signal Warrant

Scenario: PM 2035+Project
Intersection #: 4



Major Total: 674

Minor High Volume: 67



HCM Unsignalized Intersection Capacity Analysis 4: S Westwood St & W Thurman Ave

AM Existing
2013

														
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR		
Lane Configurations														
Sign Control	Stop						Free			Free				
Grade	0%						0%			0%				
Volume (veh/h)	86		9				16		368		374		74	
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92	
Hourly flow rate (vph)	93		10				17		400		407		80	
Pedestrians	5						5				5			
Lane Width (ft)	12.0						12.0				12.0			
Walking Speed (ft/s)	4.0						4.0				4.0			
Percent Blockage	0						0				0			
Right turn flare (veh)														
Median type	None													
Median storage (veh)														
Upstream signal (ft)														
pX, platoon unblocked														
vC, conflicting volume	692		253				492							
vC1, stage 1 conf vol														
vC2, stage 2 conf vol														
vCu, unblocked vol	692		253				492							
tC, single (s)	6.9		7.0				4.2							
tC, 2 stage (s)														
tF (s)	3.5		3.3				2.2							
p0 queue free %	74		99				98							
cM capacity (veh/h)	362		731				1043							
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2									
Volume Total	103	151	267	271	216									
Volume Left	93	17	0	0	0									
Volume Right	10	0	0	0	80									
cSH	381	1043	1700	1700	1700									
Volume to Capacity	0.27	0.02	0.16	0.16	0.13									
Queue Length 95th (ft)	27	1	0	0	0									
Control Delay (s)	17.9	1.1	0.0	0.0	0.0									
Lane LOS	C	A												
Approach Delay (s)	17.9	0.4	0.0											
Approach LOS	C													
Intersection Summary														
Average Delay	2.0													
Intersection Capacity Utilization	35.6%		ICU Level of Service		A									
Analysis Period (min)	15													

HCM Unsignalized Intersection Capacity Analysis 4: S Westwood St & W Thurman Ave

AM Existing+Project
2013

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	101		22				33		374		374		99
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	110		24				36		407		407		108
Pedestrians	5						5			5			
Lane Width (ft)	12.0						12.0			12.0			
Walking Speed (ft/s)	4.0						4.0			4.0			
Percent Blockage	0						0			0			
Right turn flare (veh)													
Median type	None												
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	745		267				519						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	745		267				519						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	67		97				96						
cM capacity (veh/h)	328		716				1018						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	134	171	271	271	243								
Volume Left	110	36	0	0	0								
Volume Right	24	0	0	0	108								
cSH	364	1018	1700	1700	1700								
Volume to Capacity	0.37	0.04	0.16	0.16	0.14								
Queue Length 95th (ft)	41	3	0	0	0								
Control Delay (s)	20.5	2.1	0.0	0.0	0.0								
Lane LOS	C	A											
Approach Delay (s)	20.5	0.8	0.0										
Approach LOS	C												
Intersection Summary													
Average Delay			2.8										
Intersection Capacity Utilization			43.4%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis

4: S Westwood St & W Thurman Ave

AM Future
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Stop						Free			Free		
Grade	0%						0%			0%		
Volume (veh/h)	107		11				20		458		466 92	
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92 0.92	
Hourly flow rate (vph)	116		12				22		498		507 100	
Pedestrians	5						5			5		
Lane Width (ft)	12.0						12.0			12.0		
Walking Speed (ft/s)	4.0						4.0			4.0		
Percent Blockage	0						0			0		
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	859		313				612					
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	859		313				612					
tC, single (s)	6.9		7.0				4.2					
tC, 2 stage (s)												
tF (s)	3.5		3.3				2.2					
p0 queue free %	59		98				98					
cM capacity (veh/h)	281		668				939					
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2							
Volume Total	128	188	332	338	269							
Volume Left	116	22	0	0	0							
Volume Right	12	0	0	0	100							
cSH	297	939	1700	1700	1700							
Volume to Capacity	0.43	0.02	0.20	0.20	0.16							
Queue Length 95th (ft)	52	2	0	0	0							
Control Delay (s)	26.0	1.2	0.0	0.0	0.0							
Lane LOS	D	A										
Approach Delay (s)	26.0	0.4	0.0									
Approach LOS	D											
Intersection Summary												
Average Delay			2.8									
Intersection Capacity Utilization			42.2%		ICU Level of Service				A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

4: S Westwood St & W Thurman Ave

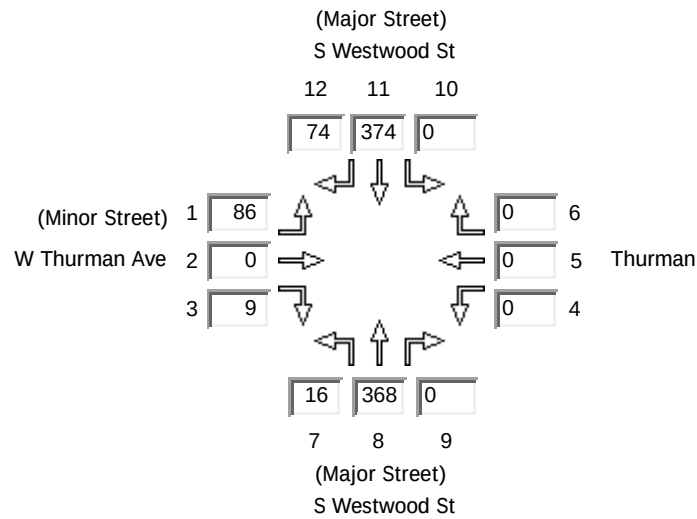
AM Future+Project
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Stop						Free			Free		
Grade	0%						0%			0%		
Volume (veh/h)	122		24				37		464		466 117	
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92 0.92	
Hourly flow rate (vph)	133		26				40		504		507 127	
Pedestrians	5						5				5	
Lane Width (ft)	12.0						12.0				12.0	
Walking Speed (ft/s)	4.0						4.0				4.0	
Percent Blockage	0						0				0	
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	913		327				639					
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	913		327				639					
tC, single (s)	6.9		7.0				4.2					
tC, 2 stage (s)												
tF (s)	3.5		3.3				2.2					
p0 queue free %	48		96				96					
cM capacity (veh/h)	254		655				917					
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2							
Volume Total	159	208	336	338	296							
Volume Left	133	40	0	0	0							
Volume Right	26	0	0	0	127							
cSH	282	917	1700	1700	1700							
Volume to Capacity	0.56	0.04	0.20	0.20	0.17							
Queue Length 95th (ft)	80	3	0	0	0							
Control Delay (s)	33.0	2.1	0.0	0.0	0.0							
Lane LOS	D	A										
Approach Delay (s)	33.0	0.8	0.0									
Approach LOS	D											
Intersection Summary												
Average Delay			4.2									
Intersection Capacity Utilization			50.3%		ICU Level of Service				A			
Analysis Period (min)			15									

Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2013
Intersection #: 4



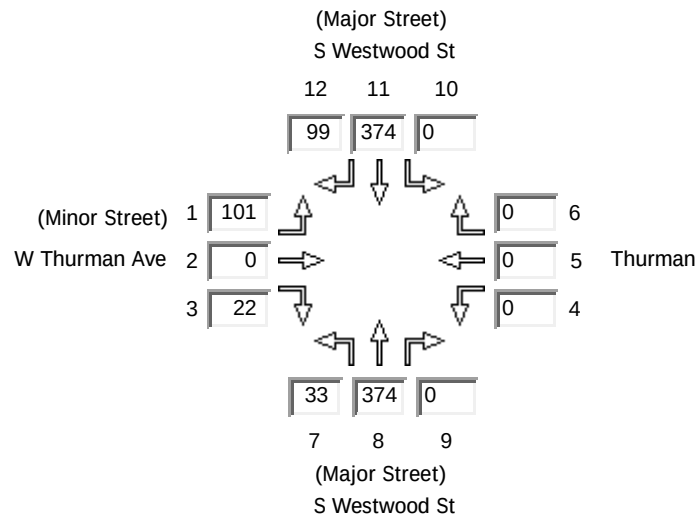
Major Total: 832
Minor High Volume: 95



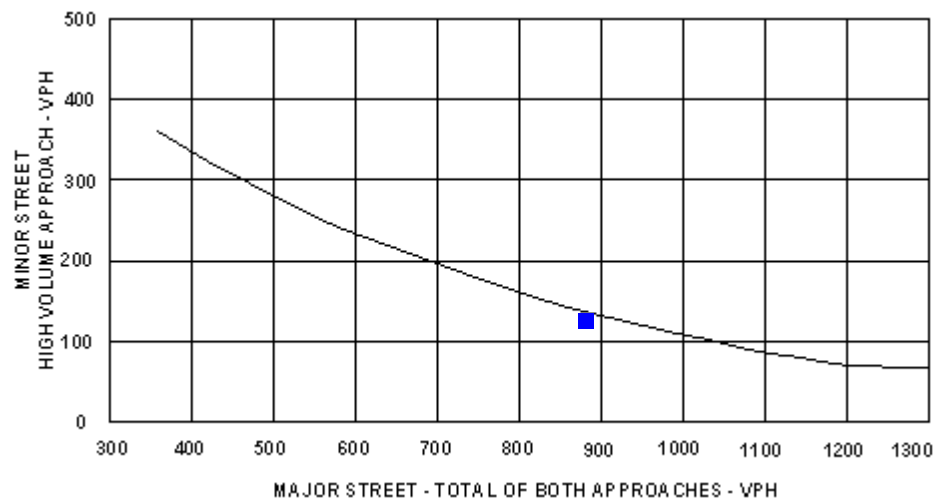
Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2013+Project
Intersection #: 4



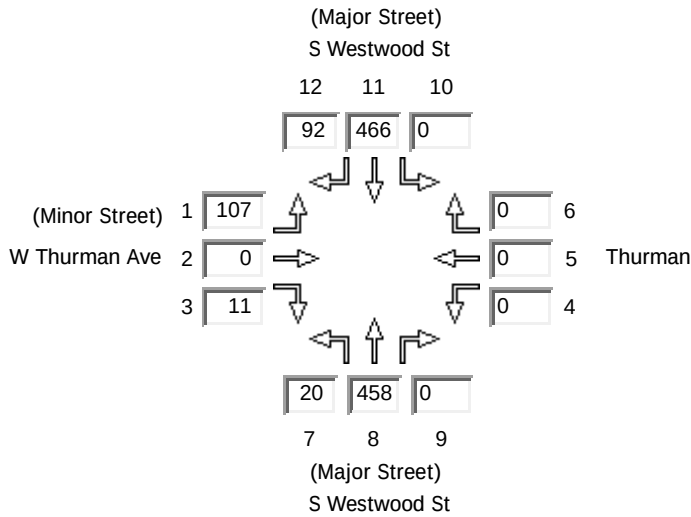
Major Total: 880
Minor High Volume: 123



Rural Peak Hour Signal Warrant

Intersection Meets Signal Warrant

Scenario: AM 2035
Intersection #: 4



Major Total: 1036

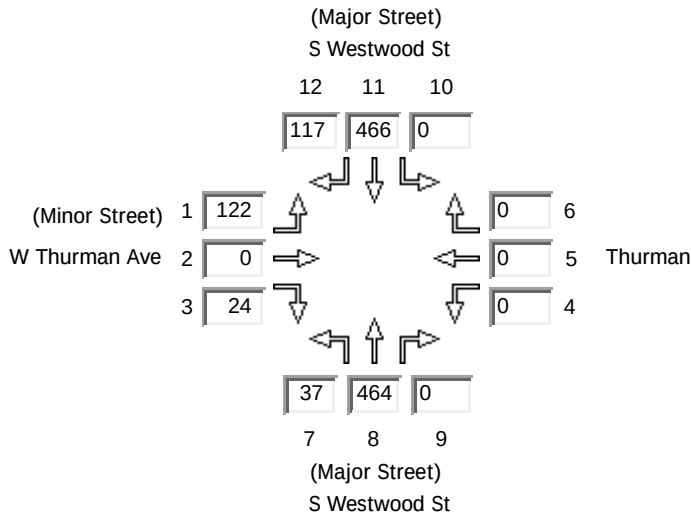
Minor High Volume: 118



Rural Peak Hour Signal Warrant

Intersection Meets Signal Warrant

Scenario: AM 2035+Project
Intersection #: 4



Major Total: 1084

Minor High Volume: 146



Intersection 5
S Westwood St & W Putnam St

HCM Unsignalized Intersection Capacity Analysis 5: S Westwood St & W Putnam St

PM Existing
2013

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	12		10				5		293		258		11
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	13		11				5		318		280		12
Pedestrians	5						5				5		
Lane Width (ft)	12.0						12.0				12.0		
Walking Speed (ft/s)	4.0						4.0				4.0		
Percent Blockage	0						0				0		
Right turn flare (veh)													
Median type	None												
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	467		156				297						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	467		156				297						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	97		99				100						
cM capacity (veh/h)	511		845				1234						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	24	112	212	187	105								
Volume Left	13	5	0	0	0								
Volume Right	11	0	0	0	12								
cSH	623	1234	1700	1700	1700								
Volume to Capacity	0.04	0.00	0.12	0.11	0.06								
Queue Length 95th (ft)	3	0	0	0	0								
Control Delay (s)	11.0	0.4	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	11.0	0.1	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			0.5										
Intersection Capacity Utilization			23.2%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis
5: S Westwood St & W Putnam St

PM Existing+Project
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations							 			 		
Sign Control	Stop						Free			Free		
Grade	0%						0%			0%		
Volume (veh/h)	13		11				5	299		263		11
Peak Hour Factor	0.92		0.92				0.92	0.92		0.92		0.92
Hourly flow rate (vph)	14		12				5	325		286		12
Pedestrians	5						5			5		
Lane Width (ft)	12.0						12.0			12.0		
Walking Speed (ft/s)	4.0						4.0			4.0		
Percent Blockage	0						0			0		
Right turn flare (veh)												
Median type	None											
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	475		159				303					
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	475		159				303					
tC, single (s)	6.9		7.0				4.2					
tC, 2 stage (s)												
tF (s)	3.5		3.3				2.2					
p0 queue free %	97		99				100					
cM capacity (veh/h)	504		842				1228					
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2							
Volume Total	26	114	217	191	107							
Volume Left	14	5	0	0	0							
Volume Right	12	0	0	0	12							
cSH	618	1228	1700	1700	1700							
Volume to Capacity	0.04	0.00	0.13	0.11	0.06							
Queue Length 95th (ft)	3	0	0	0	0							
Control Delay (s)	11.1	0.4	0.0	0.0	0.0							
Lane LOS	B	A										
Approach Delay (s)	11.1	0.1	0.0									
Approach LOS	B											
Intersection Summary												
Average Delay			0.5									
Intersection Capacity Utilization			23.3%		ICU Level of Service				A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

5: S Westwood St & W Putnam St

PM Future
2035

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	15		12				6		365		321		14
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	16		13				7		397		349		15
Pedestrians	5						5				5		
Lane Width (ft)	12.0						12.0				12.0		
Walking Speed (ft/s)	4.0						4.0				4.0		
Percent Blockage	0						0				0		
Right turn flare (veh)													
Median type	None												
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	578		192				369						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	578		192				369						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	96		98				99						
cM capacity (veh/h)	433		801				1160						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	29	139	264	233	132								
Volume Left	16	7	0	0	0								
Volume Right	13	0	0	0	15								
cSH	544	1160	1700	1700	1700								
Volume to Capacity	0.05	0.01	0.16	0.14	0.08								
Queue Length 95th (ft)	4	0	0	0	0								
Control Delay (s)	12.0	0.4	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	12.0	0.1	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			0.5										
Intersection Capacity Utilization			25.9%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis 5: S Westwood St & W Putnam St

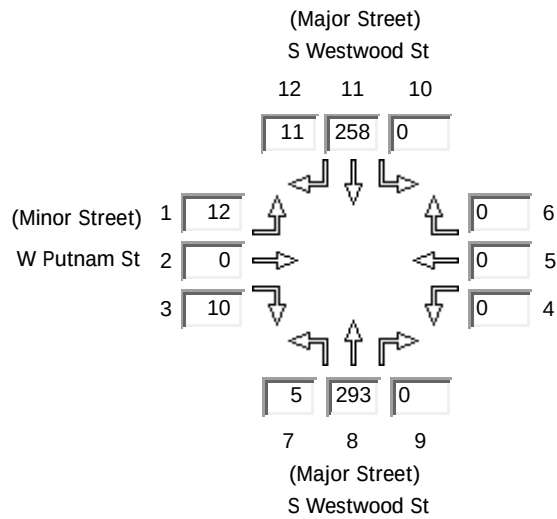
PM Future+Project
2035

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	16		13				6		371		326		14
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	17		14				7		403		354		15
Pedestrians	5						5			5			
Lane Width (ft)	12.0						12.0			12.0			
Walking Speed (ft/s)	4.0						4.0			4.0			
Percent Blockage	0						0			0			
Right turn flare (veh)													
Median type	None												
Median storage (veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	587		195				375						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	587		195				375						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	96		98				99						
cM capacity (veh/h)	428		798				1154						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	32	141	269	236	133								
Volume Left	17	7	0	0	0								
Volume Right	14	0	0	0	15								
cSH	540	1154	1700	1700	1700								
Volume to Capacity	0.06	0.01	0.16	0.14	0.08								
Queue Length 95th (ft)	5	0	0	0	0								
Control Delay (s)	12.1	0.4	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	12.1	0.1	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			0.5										
Intersection Capacity Utilization			26.0%		ICU Level of Service				A				
Analysis Period (min)			15										

Rural Peak Hour Signal Warrant

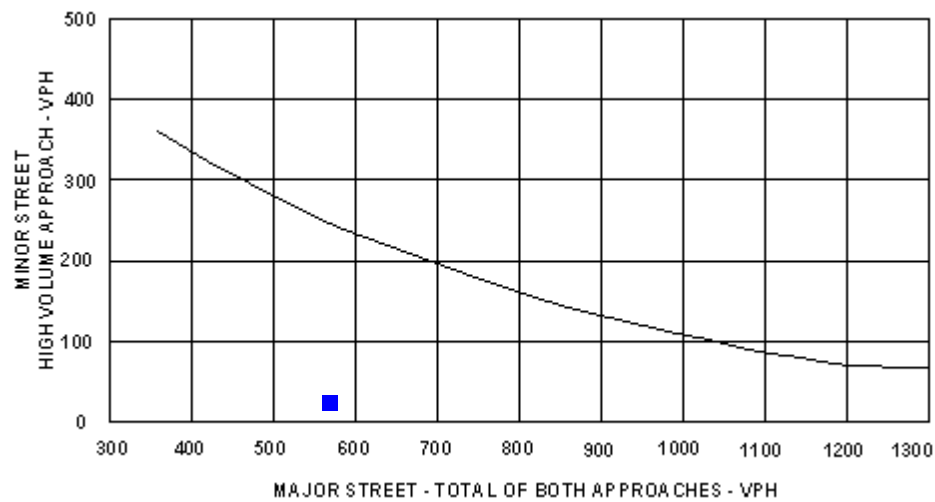
Intersection Does Not Meet Signal Warrant

Scenario: PM 2013
Intersection #: 5



Major Total: 567

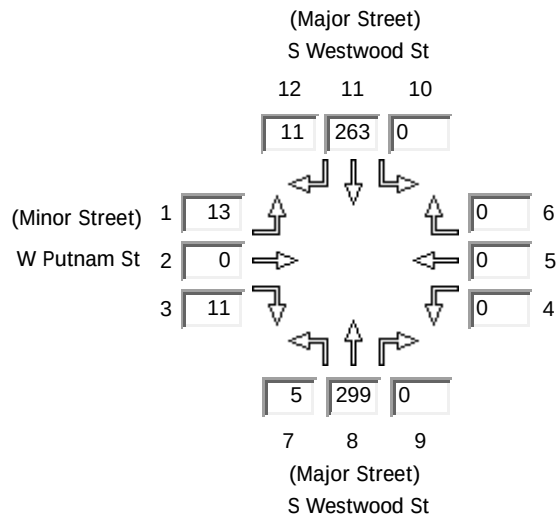
Minor High Volume: 22



Rural Peak Hour Signal Warrant

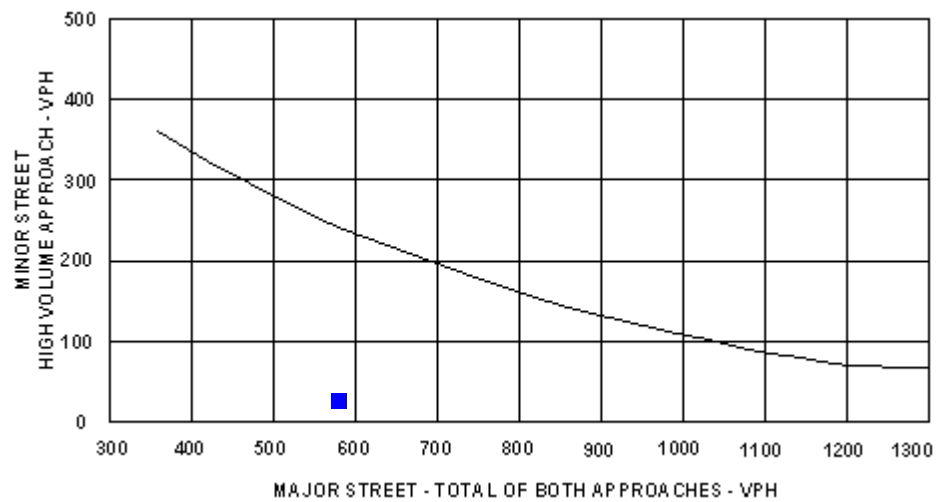
Intersection Does Not Meet Signal Warrant

Scenario: PM 2013+Project
Intersection #: 5



Major Total: 578

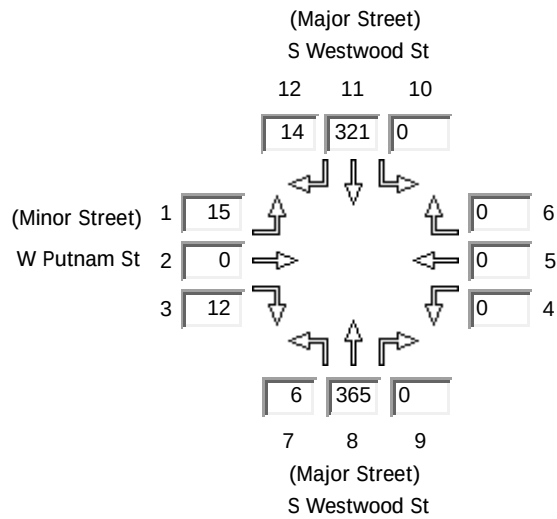
Minor High Volume: 24



Rural Peak Hour Signal Warrant

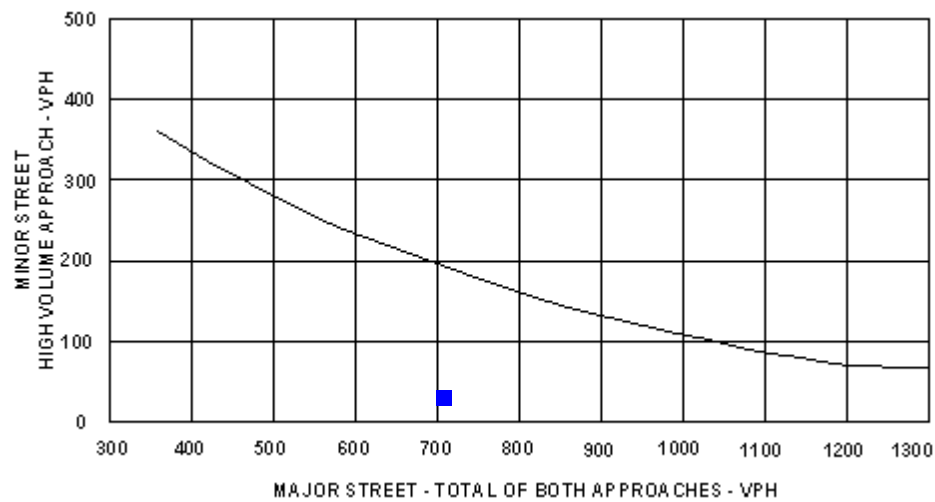
Intersection Does Not Meet Signal Warrant

Scenario: PM 2035
Intersection #: 5



Major Total: 706

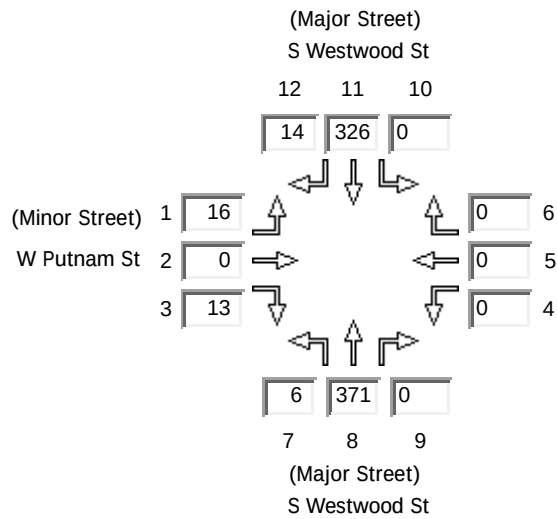
Minor High Volume: 27



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: PM 2035+Project
Intersection #: 5



Major Total: 717

Minor High Volume: 29



HCM Unsignalized Intersection Capacity Analysis 5: S Westwood St & W Putnam St

AM Existing
2013

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	10		27				5		390		404		16
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	11		29				5		424		439		17
Pedestrians	5						5			5			
Lane Width (ft)	12.0						12.0			12.0			
Walking Speed (ft/s)	4.0						4.0			4.0			
Percent Blockage	0						0			0			
Right turn flare (veh)													
Median type	None												
Median storage veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	681		238				462						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	681		238				462						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	97		96				99						
cM capacity (veh/h)	373		748				1071						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	40	147	283	293	164								
Volume Left	11	5	0	0	0								
Volume Right	29	0	0	0	17								
cSH	588	1071	1700	1700	1700								
Volume to Capacity	0.07	0.01	0.17	0.17	0.10								
Queue Length 95th (ft)	5	0	0	0	0								
Control Delay (s)	11.6	0.4	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	11.6	0.1	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			0.6										
Intersection Capacity Utilization			25.8%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis 5: S Westwood St & W Putnam St

AM Existing+Project
2013

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	16		30				5		407		417		16
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	17		33				5		442		453		17
Pedestrians	5						5			5			
Lane Width (ft)	12.0						12.0			12.0			
Walking Speed (ft/s)	4.0						4.0			4.0			
Percent Blockage	0						0			0			
Right turn flare (veh)													
Median type	None												
Median storage veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	704		245				476						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	704		245				476						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	95		96				99						
cM capacity (veh/h)	360		740				1057						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	50	153	295	302	168								
Volume Left	17	5	0	0	0								
Volume Right	33	0	0	0	17								
cSH	541	1057	1700	1700	1700								
Volume to Capacity	0.09	0.01	0.17	0.18	0.10								
Queue Length 95th (ft)	8	0	0	0	0								
Control Delay (s)	12.3	0.3	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	12.3	0.1	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			0.7										
Intersection Capacity Utilization			26.3%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis

5: S Westwood St & W Putnam St

AM Future
2035

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control	Stop						Free			Free			
Grade	0%						0%			0%			
Volume (veh/h)	12		34				6		485		503		20
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92		0.92
Hourly flow rate (vph)	13		37				7		527		547		22
Pedestrians	5						5				5		
Lane Width (ft)	12.0						12.0				12.0		
Walking Speed (ft/s)	4.0						4.0				4.0		
Percent Blockage	0						0				0		
Right turn flare (veh)													
Median type	None												
Median storage veh)													
Upstream signal (ft)													
pX, platoon unblocked													
vC, conflicting volume	844		294				573						
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	844		294				573						
tC, single (s)	6.9		7.0				4.2						
tC, 2 stage (s)													
tF (s)	3.5		3.3				2.2						
p0 queue free %	96		95				99						
cM capacity (veh/h)	292		687				971						
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2								
Volume Total	50	182	351	364	204								
Volume Left	13	7	0	0	0								
Volume Right	37	0	0	0	22								
cSH	508	971	1700	1700	1700								
Volume to Capacity	0.10	0.01	0.21	0.21	0.12								
Queue Length 95th (ft)	8	1	0	0	0								
Control Delay (s)	12.9	0.4	0.0	0.0	0.0								
Lane LOS	B	A											
Approach Delay (s)	12.9	0.1	0.0										
Approach LOS	B												
Intersection Summary													
Average Delay			0.6										
Intersection Capacity Utilization			29.2%		ICU Level of Service				A				
Analysis Period (min)			15										

HCM Unsignalized Intersection Capacity Analysis 5: S Westwood St & W Putnam St

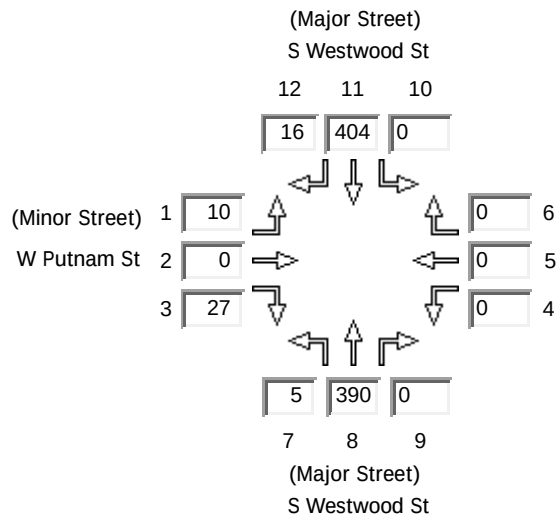
AM Future+Project
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Stop						Free			Free		
Grade	0%						0%			0%		
Volume (veh/h)	18		37				6		502		516 20	
Peak Hour Factor	0.92		0.92				0.92		0.92		0.92 0.92	
Hourly flow rate (vph)	20		40				7		546		561 22	
Pedestrians	5						5			5		
Lane Width (ft)	12.0						12.0			12.0		
Walking Speed (ft/s)	4.0						4.0			4.0		
Percent Blockage	0						0			0		
Right turn flare (veh)												
Median type	None											
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	868		301				588					
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	868		301				588					
tC, single (s)	6.9		7.0				4.2					
tC, 2 stage (s)												
tF (s)	3.5		3.3				2.2					
p0 queue free %	93		94				99					
cM capacity (veh/h)	282		680				959					
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2							
Volume Total	60	188	364	374	209							
Volume Left	20	7	0	0	0							
Volume Right	40	0	0	0	22							
cSH	465	959	1700	1700	1700							
Volume to Capacity	0.13	0.01	0.21	0.22	0.12							
Queue Length 95th (ft)	11	1	0	0	0							
Control Delay (s)	13.9	0.4	0.0	0.0	0.0							
Lane LOS	B	A										
Approach Delay (s)	13.9	0.1	0.0									
Approach LOS	B											
Intersection Summary												
Average Delay			0.8									
Intersection Capacity Utilization			30.1%		ICU Level of Service				A			
Analysis Period (min)			15									

Rural Peak Hour Signal Warrant

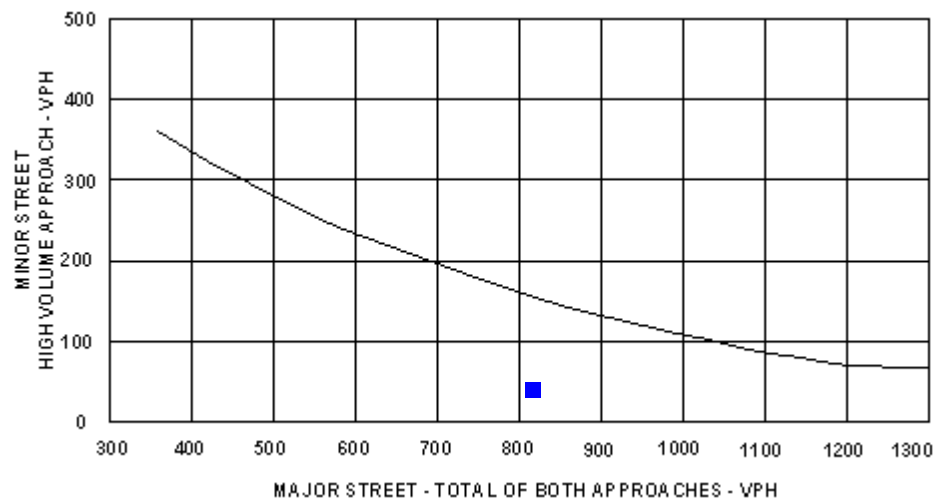
Intersection Does Not Meet Signal Warrant

Scenario: AM 2013
Intersection #: 5



Major Total: 815

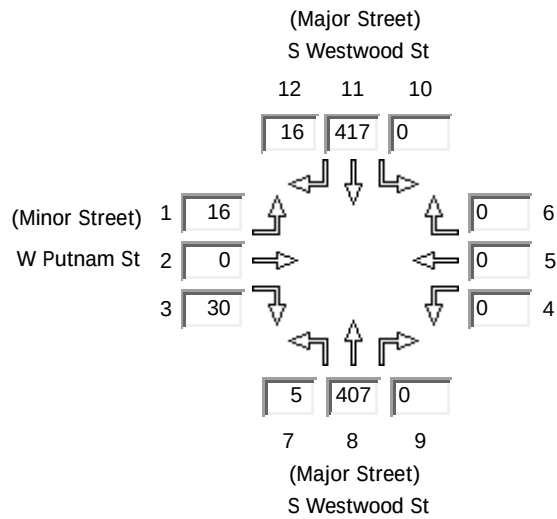
Minor High Volume: 37



Rural Peak Hour Signal Warrant

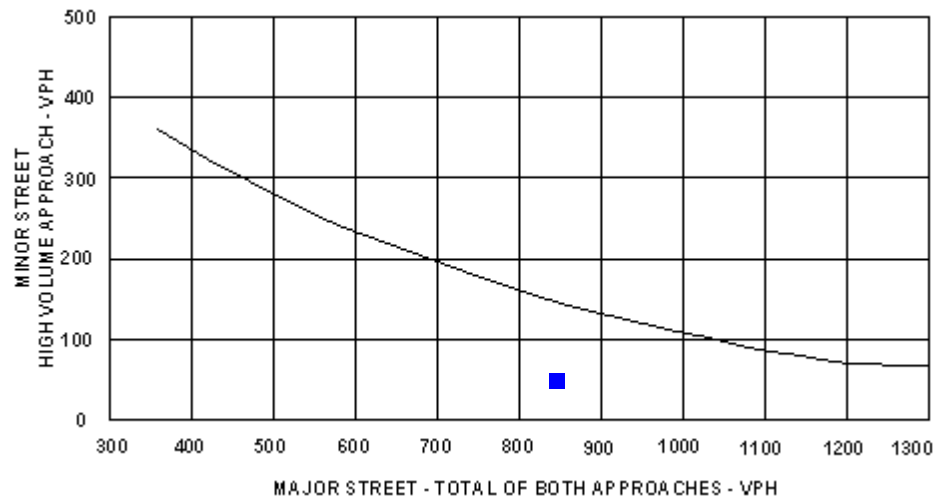
Intersection Does Not Meet Signal Warrant

Scenario: AM 2013+Project
Intersection #: 5



Major Total: 845

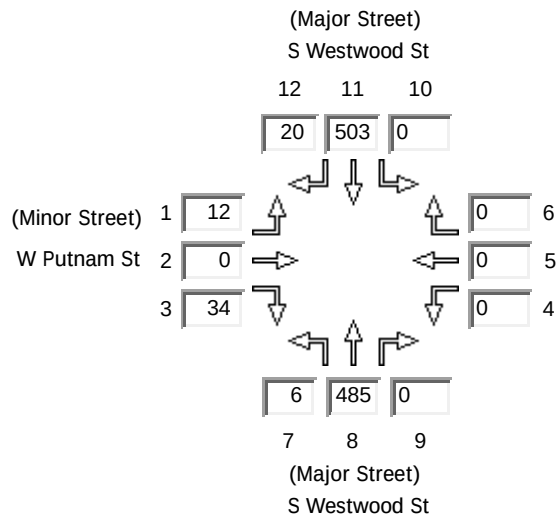
Minor High Volume: 46



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035
Intersection #: 5



Major Total: 1014

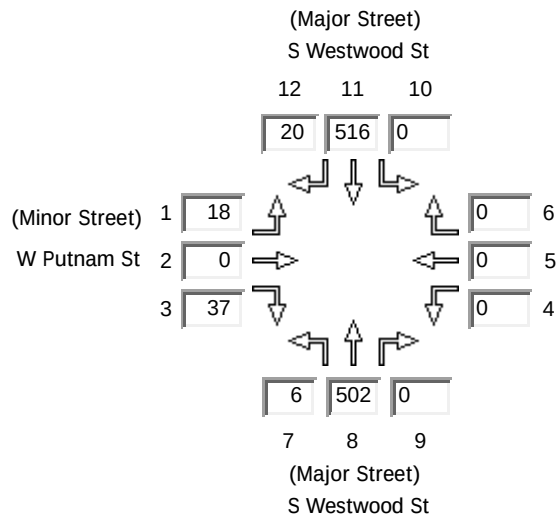
Minor High Volume: 46



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035+Project
Intersection #: 5



Major Total: 1044

Minor High Volume: 55



Intersection 6 Redwood St & W Olive Ave

HCM Unsignalized Intersection Capacity Analysis 6: Redwood St & W Olive Ave

PM Existing
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free					Stop		
Grade		0%			0%					0%		
Volume (veh/h)	2	286			224		18			8		13
Peak Hour Factor	0.92	0.92			0.92		0.92			0.92		0.92
Hourly flow rate (vph)	2	311			243		20			9		14
Pedestrians		5			5					5		
Lane Width (ft)		12.0			12.0					12.0		
Walking Speed (ft/s)		4.0			4.0					4.0		
Percent Blockage		0			0					0		
Right turn flare (veh)												
Median type											None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	268									578	263	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	268									578	263	
tC, single (s)	4.1									6.4	6.2	
tC, 2 stage (s)												
tF (s)	2.2									3.5	3.3	
p0 queue free %	100									98	98	
cM capacity (veh/h)	1273									468	762	
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	313	263	9	14								
Volume Left	2	0	9	0								
Volume Right	0	20	0	14								
cSH	1273	1700	468	762								
Volume to Capacity	0.00	0.15	0.02	0.02								
Queue Length 95th (ft)	0	0	1	1								
Control Delay (s)	0.1	0.0	12.8	9.8								
Lane LOS	A		B	A								
Approach Delay (s)	0.1	0.0	11.0									
Approach LOS			B									
Intersection Summary												
Average Delay			0.5									
Intersection Capacity Utilization			28.2%		ICU Level of Service					A		
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis
6: Redwood St & W Olive Ave

PM Existing+Project
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free					Stop		
Grade		0%			0%					0%		
Volume (veh/h)	13	286			224	32				22		24
Peak Hour Factor	0.92	0.92			0.92	0.92				0.92		0.92
Hourly flow rate (vph)	14	311			243	35				24		26
Pedestrians		5			5					5		
Lane Width (ft)		12.0			12.0					12.0		
Walking Speed (ft/s)		4.0			4.0					4.0		
Percent Blockage		0			0					0		
Right turn flare (veh)												
Median type											None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	283									610		271
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	283									610		271
tC, single (s)	4.1									6.4		6.2
tC, 2 stage (s)												
tF (s)	2.2									3.5		3.3
p0 queue free %	99									95		97
cM capacity (veh/h)	1257									444		754
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	325	278	24	26								
Volume Left	14	0	24	0								
Volume Right	0	35	0	26								
cSH	1257	1700	444	754								
Volume to Capacity	0.01	0.16	0.05	0.03								
Queue Length 95th (ft)	1	0	4	3								
Control Delay (s)	0.4	0.0	13.6	9.9								
Lane LOS	A		B	A								
Approach Delay (s)	0.4	0.0	11.7									
Approach LOS			B									
Intersection Summary												
Average Delay			1.1									
Intersection Capacity Utilization			37.2%	ICU Level of Service					A			
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

6: Redwood St & W Olive Ave

PM Future
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free					Stop		
Grade		0%			0%					0%		
Volume (veh/h)	2	356			279	22				10		16
Peak Hour Factor	0.92	0.92			0.92	0.92				0.92		0.92
Hourly flow rate (vph)	2	387			303	24				11		17
Pedestrians		5			5					5		
Lane Width (ft)		12.0			12.0					12.0		
Walking Speed (ft/s)		4.0			4.0					4.0		
Percent Blockage		0			0					0		
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	332									717		325
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	332									717		325
tC, single (s)	4.1									6.4		6.2
tC, 2 stage (s)												
tF (s)	2.2									3.5		3.3
p0 queue free %	100									97		98
cM capacity (veh/h)	1206									388		703
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	389	327	11	17								
Volume Left	2	0	11	0								
Volume Right	0	24	0	17								
cSH	1206	1700	388	703								
Volume to Capacity	0.00	0.19	0.03	0.02								
Queue Length 95th (ft)	0	0	2	2								
Control Delay (s)	0.1	0.0	14.5	10.2								
Lane LOS	A		B	B								
Approach Delay (s)	0.1	0.0	11.9									
Approach LOS			B									
Intersection Summary												
Average Delay			0.5									
Intersection Capacity Utilization	31.9%		ICU Level of Service				A					
Analysis Period (min)	15											

HCM Unsignalized Intersection Capacity Analysis

6: Redwood St & W Olive Ave

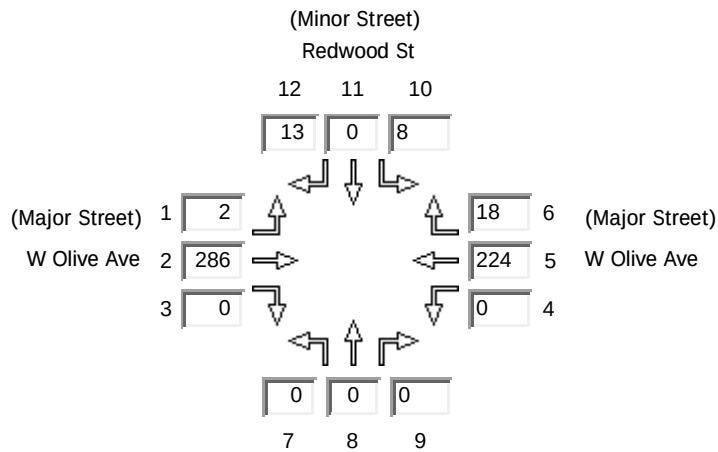
PM Future+Project
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Free			Free						Stop		
Grade	0%			0%						0%		
Volume (veh/h)	13	356			279	36				24		27
Peak Hour Factor	0.92	0.92			0.92	0.92				0.92		0.92
Hourly flow rate (vph)	14	387			303	39				26		29
Pedestrians	5			5						5		
Lane Width (ft)	12.0			12.0						12.0		
Walking Speed (ft/s)	4.0			4.0						4.0		
Percent Blockage	0			0						0		
Right turn flare (veh)												
Median type											None	
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	347									748		333
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	347									748		333
tC, single (s)	4.1									6.4		6.2
tC, 2 stage (s)												
tF (s)	2.2									3.5		3.3
p0 queue free %	99									93		96
cM capacity (veh/h)	1190									368		696
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	401	342	26	29								
Volume Left	14	0	26	0								
Volume Right	0	39	0	29								
cSH	1190	1700	368	696								
Volume to Capacity	0.01	0.20	0.07	0.04								
Queue Length 95th (ft)	1	0	6	3								
Control Delay (s)	0.4	0.0	15.5	10.4								
Lane LOS	A		C	B								
Approach Delay (s)	0.4	0.0	12.8									
Approach LOS				B								
Intersection Summary												
Average Delay			1.1									
Intersection Capacity Utilization			40.8%	ICU Level of Service					A			
Analysis Period (min)			15									

Rural Peak Hour Signal Warrant

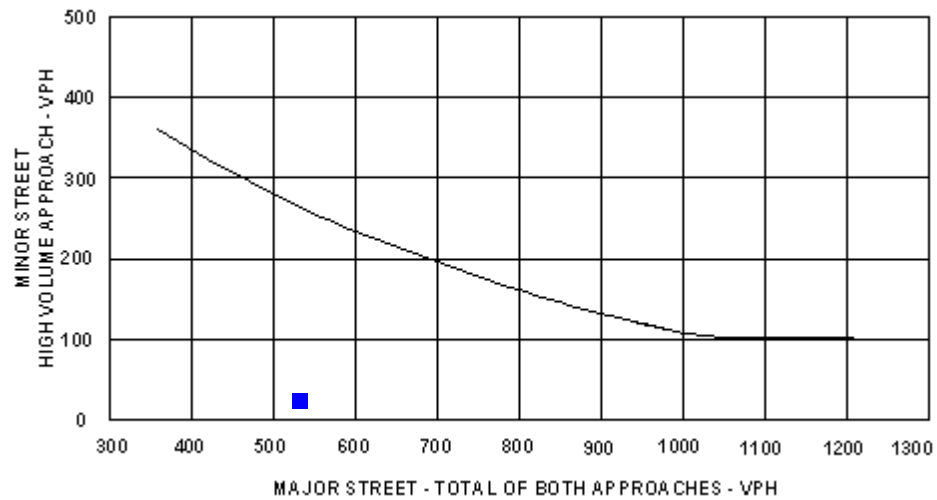
Intersection Does Not Meet Signal Warrant

Scenario: PM 2013
Intersection #: 6



Major Total: 530

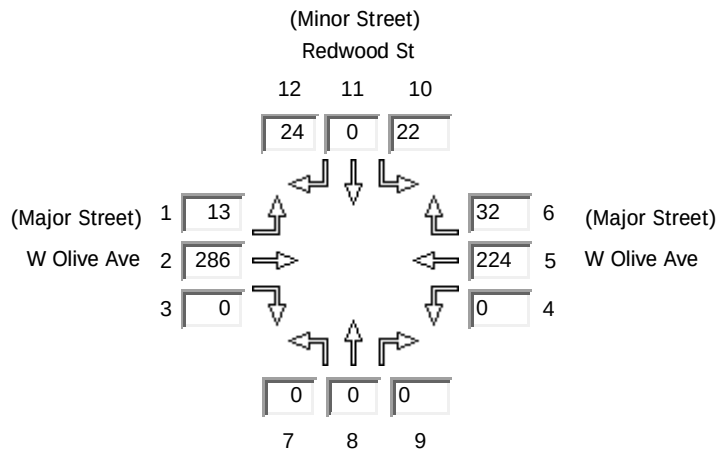
Minor High Volume: 21



Rural Peak Hour Signal Warrant

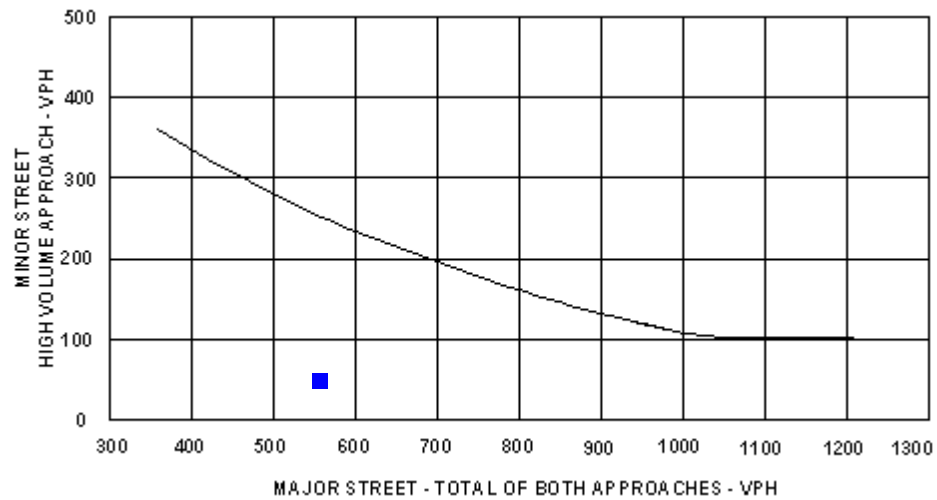
Intersection Does Not Meet Signal Warrant

Scenario: PM 2013+Project
Intersection #: 6



Major Total: 555

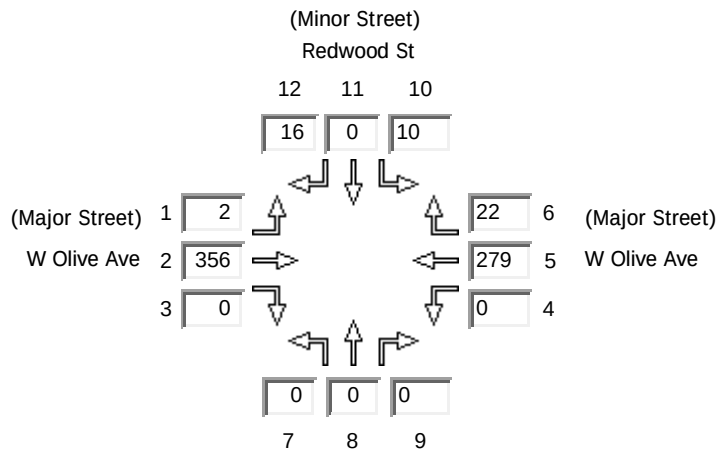
Minor High Volume: 46



Rural Peak Hour Signal Warrant

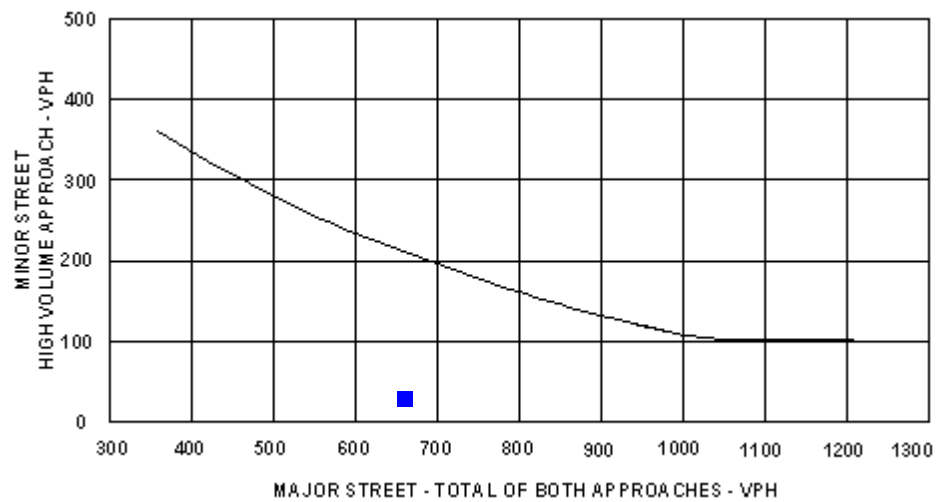
Intersection Does Not Meet Signal Warrant

Scenario: PM 2035
Intersection #: 6



Major Total: 659

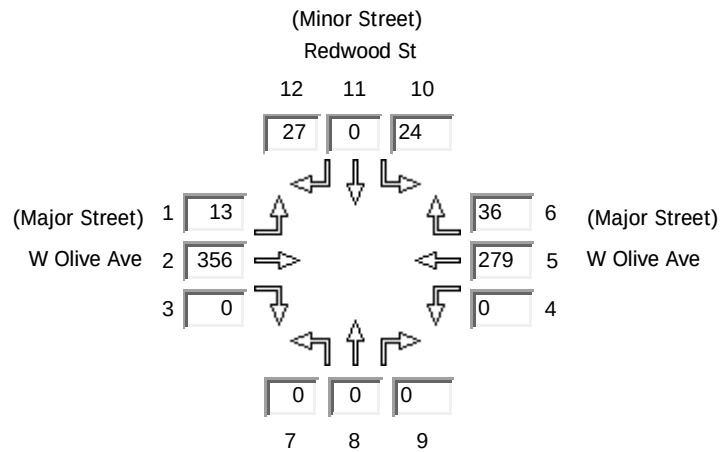
Minor High Volume: 26



Rural Peak Hour Signal Warrant

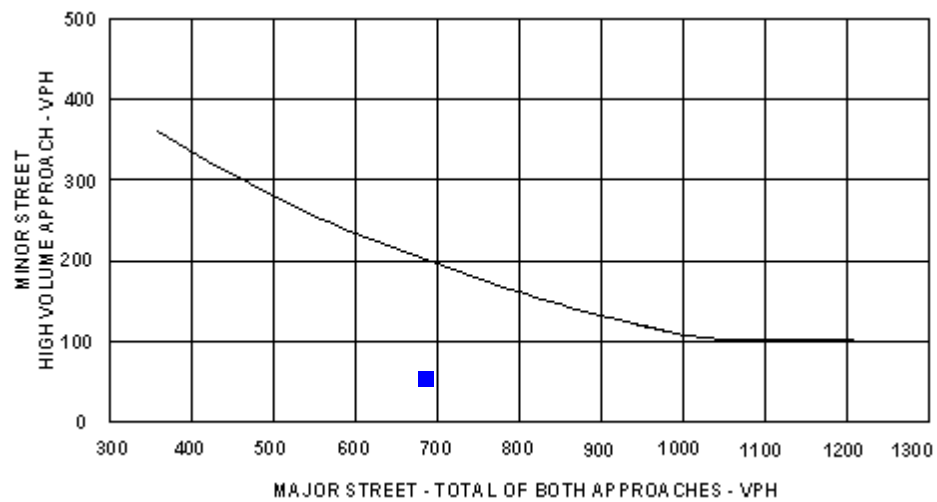
Intersection Does Not Meet Signal Warrant

Scenario: PM 2035+Project
Intersection #: 6



Major Total: 684

Minor High Volume: 51



HCM Unsignalized Intersection Capacity Analysis

6: Redwood St & W Olive Ave

AM Existing
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free					Stop		
Grade		0%			0%					0%		
Volume (veh/h)	8	209			211	131				123		11
Peak Hour Factor	0.92	0.92			0.92	0.92				0.92		0.92
Hourly flow rate (vph)	9	227			229	142				134		12
Pedestrians		5			5					5		
Lane Width (ft)		12.0			12.0					12.0		
Walking Speed (ft/s)		4.0			4.0					4.0		
Percent Blockage		0			0					0		
Right turn flare (veh)												
Median type	None											
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	377									555		311
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	377									555		311
tC, single (s)	4.1									6.4		6.2
tC, 2 stage (s)												
tF (s)	2.2									3.5		3.3
p0 queue free %	99									72		98
cM capacity (veh/h)	1161									480		717
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	236	372	134	12								
Volume Left	9	0	134	0								
Volume Right	0	142	0	12								
cSH	1161	1700	480	717								
Volume to Capacity	0.01	0.22	0.28	0.02								
Queue Length 95th (ft)	1	0	28	1								
Control Delay (s)	0.4	0.0	15.4	10.1								
Lane LOS	A		C	B								
Approach Delay (s)	0.4	0.0	14.9									
Approach LOS			B									
Intersection Summary												
Average Delay			3.0									
Intersection Capacity Utilization	34.3%		ICU Level of Service						A			
Analysis Period (min)	15											

HCM Unsignalized Intersection Capacity Analysis
6: Redwood St & W Olive Ave

AM Existing+Project
2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free					Stop		
Grade		0%			0%					0%		
Volume (veh/h)	38	209			211	170				150		36
Peak Hour Factor	0.92	0.92			0.92	0.92				0.92		0.92
Hourly flow rate (vph)	41	227			229	185				163		39
Pedestrians		5			5					5		
Lane Width (ft)		12.0			12.0					12.0		
Walking Speed (ft/s)		4.0			4.0					4.0		
Percent Blockage		0			0					0		
Right turn flare (veh)												
Median type	None											
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	419									642	332	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	419									642	332	
tC, single (s)	4.1									6.4	6.2	
tC, 2 stage (s)												
tF (s)	2.2									3.5	3.3	
p0 queue free %	96									61	94	
cM capacity (veh/h)	1119									415	697	
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	268	414	163	39								
Volume Left	41	0	163	0								
Volume Right	0	185	0	39								
cSH	1119	1700	415	697								
Volume to Capacity	0.04	0.24	0.39	0.06								
Queue Length 95th (ft)	3	0	46	4								
Control Delay (s)	1.6	0.0	19.2	10.5								
Lane LOS	A		C	B								
Approach Delay (s)	1.6	0.0	17.5									
Approach LOS			C									
Intersection Summary												
Average Delay			4.5									
Intersection Capacity Utilization			54.5%	ICU Level of Service		A						
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

6: Redwood St & W Olive Ave

AM Future
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free					Stop		
Grade		0%			0%					0%		
Volume (veh/h)	10	260			263	163				153		14
Peak Hour Factor	0.92	0.92			0.92	0.92				0.92		0.92
Hourly flow rate (vph)	11	283			286	177				166		15
Pedestrians		5			5					5		
Lane Width (ft)		12.0			12.0					12.0		
Walking Speed (ft/s)		4.0			4.0					4.0		
Percent Blockage		0			0					0		
Right turn flare (veh)												
Median type										None		
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	468									689		384
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	468									689		384
tC, single (s)	4.1									6.4		6.2
tC, 2 stage (s)												
tF (s)	2.2									3.5		3.3
p0 queue free %	99									58		98
cM capacity (veh/h)	1073									400		651
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	293	463	166	15								
Volume Left	11	0	166	0								
Volume Right	0	177	0	15								
cSH	1073	1700	400	651								
Volume to Capacity	0.01	0.27	0.42	0.02								
Queue Length 95th (ft)	1	0	50	2								
Control Delay (s)	0.4	0.0	20.3	10.7								
Lane LOS	A		C	B								
Approach Delay (s)	0.4	0.0	19.5									
Approach LOS			C									
Intersection Summary												
Average Delay			3.9									
Intersection Capacity Utilization			40.5%		ICU Level of Service					A		
Analysis Period (min)			15									

HCM Unsignalized Intersection Capacity Analysis

6: Redwood St & W Olive Ave

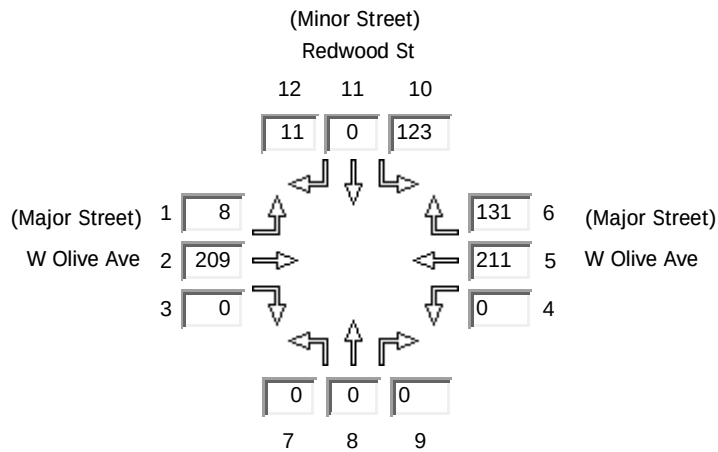
AM Future+Project
2035

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free					Stop		
Grade		0%			0%					0%		
Volume (veh/h)	40	260			263	202				180		39
Peak Hour Factor	0.92	0.92			0.92	0.92				0.92		0.92
Hourly flow rate (vph)	43	283			286	220				196		42
Pedestrians		5			5					5		
Lane Width (ft)		12.0			12.0					12.0		
Walking Speed (ft/s)		4.0			4.0					4.0		
Percent Blockage		0			0					0		
Right turn flare (veh)												
Median type										None		
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	510									775		406
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	510									775		406
tC, single (s)	4.1									6.4		6.2
tC, 2 stage (s)												
tF (s)	2.2									3.5		3.3
p0 queue free %	96									43		93
cM capacity (veh/h)	1035									344		633
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	326	505	196	42								
Volume Left	43	0	196	0								
Volume Right	0	220	0	42								
cSH	1035	1700	344	633								
Volume to Capacity	0.04	0.30	0.57	0.07								
Queue Length 95th (ft)	3	0	84	5								
Control Delay (s)	1.5	0.0	28.4	11.1								
Lane LOS	A		D	B								
Approach Delay (s)	1.5	0.0	25.3									
Approach LOS			D									
Intersection Summary												
Average Delay			6.1									
Intersection Capacity Utilization			63.5%		ICU Level of Service					B		
Analysis Period (min)			15									

Rural Peak Hour Signal Warrant

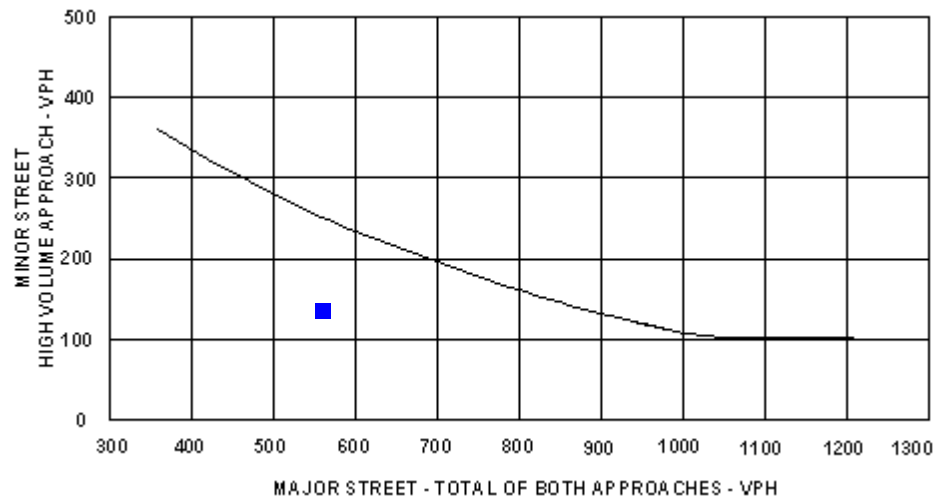
Intersection Does Not Meet Signal Warrant

Scenario: AM 2013
Intersection #: 6



Major Total: 559

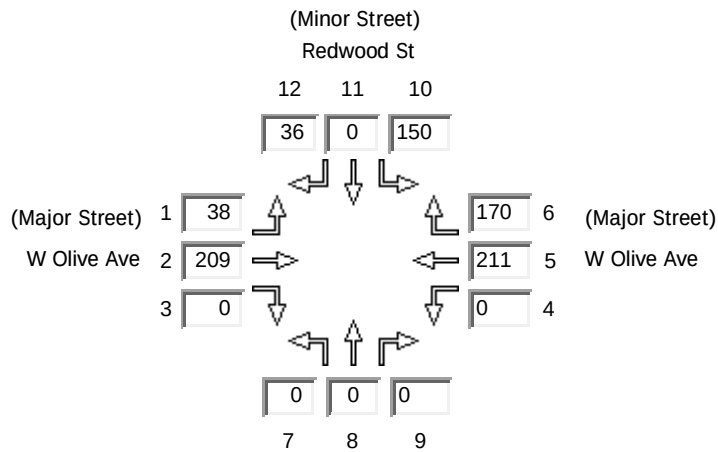
Minor High Volume: 134



Rural Peak Hour Signal Warrant

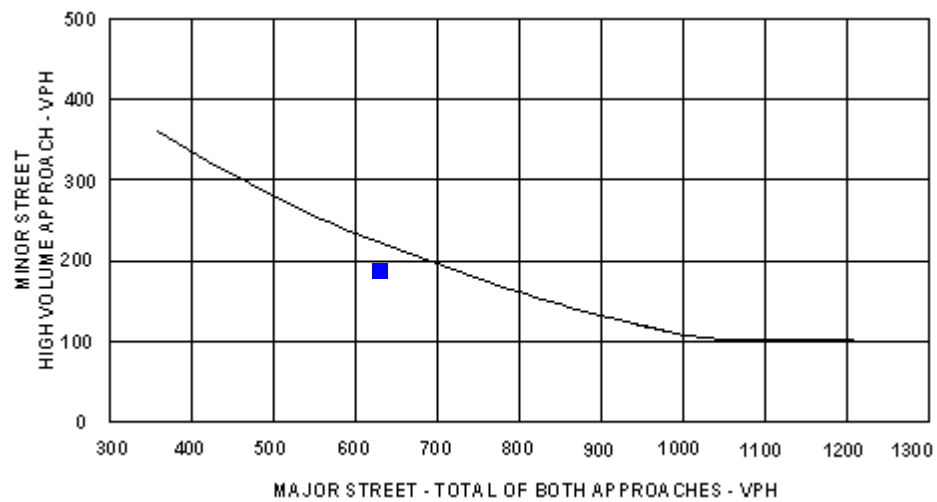
Intersection Does Not Meet Signal Warrant

Scenario: AM 2013+Project
Intersection #: 6



Major Total: 628

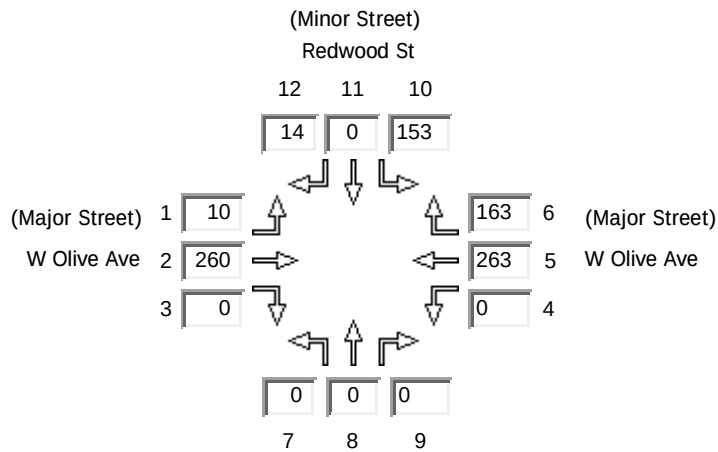
Minor High Volume: 186



Rural Peak Hour Signal Warrant

Intersection Does Not Meet Signal Warrant

Scenario: AM 2035
Intersection #: 6



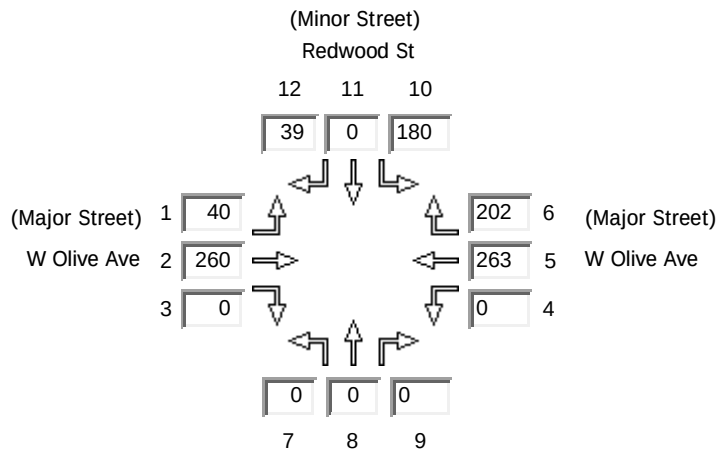
Major Total: 696

Minor High Volume: 167



Rural Peak Hour Signal Warrant Intersection Meets Signal Warrant

Scenario: AM 2035+Project
Intersection #: 6



Major Total: 765

Minor High Volume: 219



VEHICLE TURNING MOVEMENT COUNT

#1 Redwood Street & West Thurman Avenue - AM PEAK HOUR

LOCATION #:	1	PEAK HOUR	7:30 AM to 8:30 AM
NORTH / SOUTH:	Redwood Street	DATE:	10/8/2013
EAST / WEST:	West Thurman Avenue	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	0	0	81	0	0	0	0	0	0	69	0	0	150
¹ P.H.F:	_____	10.125_____		_____	#DIV/0! _____		_____	#DIV/0! _____		_____	8.625 _____		

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#1 Redwood Street & West Thurman Avenue - PM PEAK HOUR

LOCATION #:	1	PEAK HOUR	4:30 PM to 5:30 PM
NORTH / SOUTH:	Redwood Street	DATE:	10/8/2013
EAST / WEST:	West Thurman Avenue	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	0	0	29	0	0	0	0	0	0	36	0	0	65
¹ P.H.F:	<u> </u>	3.625	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#2 North Elderwood Street & West Thurman Avenue - AM PEAK HOUR

LOCATION #:	2	PEAK HOUR	7:30 AM to 8:30 AM
NORTH / SOUTH:	North Elderwood Street	DATE:	10/8/2013
EAST / WEST:	West Thurman Avenue	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	0	0	9	0	0	0	0	68	0	8	81	0	166
¹ P.H.F:	<u> </u>	0.563	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	<u> </u>	17.000	<u> </u>	<u> </u>	4.450	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#2 North Elderwood Street & West Thurman Avenue - PM PEAK HOUR

LOCATION #:	2	PEAK HOUR	4:30 PM to 5:30 PM
NORTH / SOUTH:	North Elderwood Street	DATE:	10/8/2013
EAST / WEST:	West Thurman Avenue	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	0	0	1	0	0	0	0	31	0	11	36	0	79
¹ P.H.F:	<u> </u>	0.250	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	<u> </u>	3.875	<u> </u>	<u> </u>	1.958	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#3 North Dogwood Street & Thurman Avenue - AM PEAK HOUR

LOCATION #:	3	PEAK HOUR	7:30 AM to 8:30 AM
NORTH / SOUTH:	North Dogwood Street	DATE:	10/8/2013
EAST / WEST:	Thurman Avenue	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	1	0	5	0	0	0	0	79	0	0	87	0	172
¹ P.H.F:	<u> </u>	0.375	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	<u> </u>	3.292	<u> </u>	<u> </u>	7.250	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#3 North Dogwood Street & Thurman Avenue - PM PEAK HOUR

LOCATION #:	3	PEAK HOUR	4:30 PM to 5:30 PM
NORTH / SOUTH:	North Dogwood Street	DATE:	10/8/2013
EAST / WEST:	Thurman Avenue	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	2	0	3	0	0	0	0	34	1	5	46	0	91
¹ P.H.F:	<u> </u>	0.625	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	<u> </u>	1.750	<u> </u>	<u> </u>	2.125	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#4 South Westwood Street & Thurman Aveneu - AM PEAK HOUR

LOCATION #:	4	PEAK HOUR	7:30 AM to 8:30 AM
NORTH / SOUTH:	South Westwood Street	DATE:	10/8/2013
EAST / WEST:	Thurman Aveneu	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	16	368	0	0	374	74	86	0	9	0	0	0	927
¹ P.H.F:	<u> </u>	2.743	<u> </u>	<u> </u>	1.672	<u> </u>	<u> </u>	1.979	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#4 South Westwood Street & Thurman Aveneu - PM PEAK HOUR

LOCATION #:	4	PEAK HOUR	4:30 PM to 5:30 PM
NORTH / SOUTH:	South Westwood Street	DATE:	10/8/2013
EAST / WEST:	Thurman Aveneu	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	14	254	0	0	228	33	35	0	7	0	0	0	571
¹ P.H.F:	<u> </u>	0.931	<u> </u>	<u> </u>	1.125	<u> </u>	<u> </u>	1.500	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#5 South Westwood Street & West Putnam Street - AM PEAK HOUR

LOCATION #:	5	PEAK HOUR	7:30 AM to 8:30 AM
NORTH / SOUTH:	South Westwood Street	DATE:	10/8/2013
EAST / WEST:	West Putnam Street	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	5	390	0	0	404	16	10	0	27	0	0	0	852
¹ P.H.F:	<u> </u>	3.292	<u> </u>	<u> </u>	1.667	<u> </u>	<u> </u>	1.321	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#5 South Westwood Street & West Putnam Street - PM PEAK HOUR

LOCATION #:	5	PEAK HOUR	4:30 PM to 5:30 PM
NORTH / SOUTH:	South Westwood Street	DATE:	10/8/2013
EAST / WEST:	West Putnam Street	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	5	293	0	0	258	11	12	0	10	0	0	0	589
¹ P.H.F:	<u> </u>	1.049	<u> </u>	<u> </u>	1.201	<u> </u>	<u> </u>	0.786	<u> </u>	<u> </u>	#DIV/0!	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#6 Redwood Street & West Olive Avenue - AM PEAK HOUR

LOCATION #:	6	PEAK HOUR	7:30 AM to 8:30 AM
NORTH / SOUTH:	Redwood Street	DATE:	10/8/2013
EAST / WEST:	West Olive Avenue	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	0	0	0	123	0	11	8	209	0	0	211	131	693
¹ P.H.F:	<u> </u>	#DIV/0!	<u> </u>	<u> </u>	16.750	<u> </u>	<u> </u>	1.206	<u> </u>	<u> </u>	1.943	<u> </u>	

(1) Peak Hour Factor (directional aggregate)

VEHICLE TURNING MOVEMENT COUNT

#6 Redwood Street & West Olive Avenue - PM PEAK HOUR

LOCATION #:	6	PEAK HOUR	4:30 PM to 5:30 PM
NORTH / SOUTH:	Redwood Street	DATE:	10/8/2013
EAST / WEST:	West Olive Avenue	VICINITY:	Bakersfield, CA

VOLUME STATS:	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	
TOTAL:	0	0	0	8	0	13	2	286	0	0	224	18	551
¹ P.H.F:	<u> </u>	#DIV/0! <u> </u>		<u> </u>	#DIV/0! <u> </u>		<u> </u>	1.241	<u> </u>	<u> </u>	0.960	<u> </u>	

(1) Peak Hour Factor (directional aggregate)



CITY COUNCIL AGENDA – OCTOBER 3, 2017

SUBJECT: Consider Letter of Request for Veto of SB 649 (Hueso): Wireless Telecommunications Facilities

SOURCE: City Manager's Office

COMMENT: The League of California Cities has requested that cities consider sending Governor Brown a Letter of Request for Veto of SB 649 (Hueso), which the Governor has until Sunday, October 15th to make a determination on the proposed legislation.

Previously at the encouragement of the League, at its meeting on June 6, 2017, the City Council approved a Letter of Opposition to SB 649, which is proposed legislation that would provide that a small cell is a permitted use, not subject to a specified permitting process adopted by a city or county discretionary permit, county, if the small cell meets specified requirements. By imposing new duties on local agencies, this bill would impose a state-mandated local program. The bill would authorize a city or county to require an administrative encroachment permit or a building permit, and any additional ministerial permits, for a small cell, as specified. The bill would define the term “small cell” for these purposes.

In essence, SB 649 provides the wireless industry the right to install antennas not to exceed 6 cubic feet, and equipment not to exceed 21 cubic feet (about the size of a twin bed), on vertical infrastructure, including city streetlights, traffic signals, and stop signs, as well as on municipal buildings. In addition, the industry would have the authority to install equipment not to exceed 35 cubic feet (about the size of a commercial refrigerator) on the ground for each provider on every public fixture. The bill also contains exclusions for at least eight (8) ancillary pieces of equipment that have no size or quantity limitations.

Although amendments have been made to the proposed legislation, the League has remained strongly opposed due to the bill seeking to eliminate public input, eliminate reasonable local environmental and design review, mandate the forced leasing of publicly owned infrastructure, and eliminate the ability of local governments to negotiate fair leases or any public benefit for the installation of "small cell" wireless equipment on public property.

RECOMMENDATION: That the City Council consider a Letter of Request for Veto of SB 649 (Hueso).

ATTACHMENTS:

1. SB 649 Draft Request for Veto Letter
2. SB 649 California League of Cities Letter
3. SB 649 (Hueso) Bill Text

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

October 3, 2017

The Honorable Jerry Brown
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

**RE: SB 649 (Hueso). Wireless Telecommunications Facilities *(as enrolled)*
Request for Veto**

Dear Governor Brown:

The Porterville City Council respectfully requests your veto of SB 649 (Hueso), which seeks to eliminate public input, eliminate reasonable local environmental and design review, mandate the forced leasing of publicly owned infrastructure, and eliminate the ability for local governments to negotiate fair leases or any public benefit for the installation of “small cell” wireless equipment on public property.

By eliminating our local discretion and mandating a ministerial process, SB 649 effectively eliminates the ability of our residents and businesses to have fair input over the character of their own community. Most troubling is the shift of authority from the community and the City Council to for-profit corporations for wireless equipment installations that can have significant health, safety, and aesthetic impacts when those companies have little, if any, interest to respect these concerns that potentially conflict with their profit margins.

In the role as City Council, we play a critical role in balancing the important needs of our community and respect for its character with the need to close the existing/widening digital divide and ensure that the many benefits from state-of-the-art wireless technology are available to all. Our local residents and businesses expect our city to be equipped to respond when they have legitimate concerns, especially as they relate to the location and design of these installations near or adjacent to their property.

The City of Porterville has several great examples where it has worked successfully with the wireless industry in the location of “small cell” wireless facilities within the community in the effort to improve digital communications, including locations in the City’s historic Downtown and the City’s iconic Fire Station. The wireless providers were sensitive to the aesthetic interests of the community and the historic Downtown area, as well as negotiated fair market value to the City in the placement of equipment on the Fire Station.

The plain language of SB 649 gives the wireless industry the ability to install extremely large equipment, 6 cubic feet worth of antennas and 21 cubic feet worth of equipment (about the size of a twin bed) on “vertical infrastructure,” such as street lights, traffic signals, and stop

signs without any showing that the industry is incapable of delivering smaller cellular equipment that improves the safety and aesthetic qualities of these facilities. Further, the bill allows the industry to place up to 35 cubic feet (about the size of a commercial refrigerator) of equipment on the ground for each provider on every pole. But the ultimate size of a facility will be unknown as there are exclusions for at least eight “ancillary” pieces of equipment that have no size or quantity limitations. The language in SB 649 eliminates any incentives for industry to develop smaller and more discreet designs.

In an unprecedented move, SB 649 forces our city to give access to public property funded by taxpayers so that for-profit wireless corporations can install their equipment to sell their private services. By eliminating fair market rate leases for use of public property (including city halls, parks, county libraries, and “vertical infrastructure”), this bill effectively gives corporations discounted access to these facilities with no requirement to pass their cost-savings on to their customers. SB 649 creates billions of dollars of value for wireless industry shareholders by eliminating fair market rate leases. Furthermore, rents from the use of public property, which every other for-profit business pays, help pay for our essential public services, such as police, fire, libraries, and parks. SB 649 sets a dangerous precedent for other private industries to seek similar treatment to benefit their shareholders over constituent funded infrastructure, further eroding the ability to fund our vital local services.

The term “small cell” is not defined in this bill by any technology standard, but instead by the size of the equipment. As long as the facility delivers “licensed and/or unlicensed spectrum” and falls within the loose size standards in the bill, it is a “small cell”. In other words, these wireless sites could be used for 4G technology that is already being deployed today, or to deliver Wi-Fi signals only, or for even more basic radio signals. The standards for 5G are still being developed and the technology is still years away from being deployed. Despite the industry’s most consistent talking point, this bill never even mentions 5G (nor any service) much less imposes any requirement, duty, or incentive to the industry to accelerate the deployment of this new technology.

For these reasons, the Porterville City Council respectfully requests your veto of SB 649.

Sincerely,

Milt Stowe
Mayor

cc: Senator Andy Vidak, 14th Senate District
Assemblyman Devon Mathis, 26th Assembly District
Mr. Tom Dyer, Deputy Legislative Affairs Secretary, Office of Governor Brown
Ms. Rajveer Rakkar, League of California Cities, rrakkar@cacities.org
Ms. Meg Desmond, League of California Cities, mdesmond@cacities.org



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

September 20, 2017

The Honorable Jerry Brown
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

**RE: SB 649 (Hueso). Wireless Telecommunications Facilities (as enrolled)
Request for Veto**

Dear Governor Brown:

The League of California Cities respectfully requests your veto of SB 649 (Hueso), which seeks to eliminate public input, eliminate reasonable local environmental and design review, mandate the forced leasing of publicly owned infrastructure, and eliminate the ability for local governments to negotiate fair leases or any public benefit for the installation of “small cell” wireless equipment on taxpayer-funded property.

By eliminating local discretion and mandating a ministerial process, SB 649 effectively eliminates local residents and businesses from having fair input over the character of their own communities. Most troubling is the shift of authority from the community and its elected officials to for-profit corporations for wireless equipment installations that can have significant health, safety, and aesthetic impacts when those companies have little, if any, interests to respect these concerns that potentially conflict with their profit margins. Local elected officials play a critical role in balancing the important needs of their community and respect for its character with the need to close the existing/widening digital divide and ensure that the many benefits from state-of-the-art wireless technology are available to all. Local residents and businesses expect their local governments to be equipped to respond when they have legitimate concerns, especially as they relate to the location and design of these installations near or adjacent to their property.

The plain language of SB 649 gives the wireless industry the ability to install extremely large equipment, 6 cubic feet worth of antennas and 21 cubic feet worth of equipment (about the size of a twin bed) on “vertical infrastructure,” such as street lights, traffic signals, and stop signs without any showing that the industry is incapable of delivering smaller cellular equipment that improves the safety and aesthetic qualities of these facilities. Further, the bill allows the industry to place up to 35 cubic feet (about the size of a commercial refrigerator) of equipment on the ground for each provider on every pole. But the ultimate size of a facility will be unknown as there are exclusions for at least eight “ancillary” pieces of equipment that have no size or quantity limitations. The loose language in SB 649 eliminates any incentives for industry to develop smaller and more discreet designs. To be clear, what SB 649 gives the industry is far larger than the claimed “pizza box” size “small cell” site.

In an unprecedented move, SB 649 forces local governments to give access to public property funded by the taxpayer so that for-profit wireless corporations can install their equipment to sell their private services. By eliminating fair market rate leases for use of taxpayer funded property (including city halls, parks, county libraries, and “vertical infrastructure”), this bill effectively gives corporations discounted access to these facilities with no requirement to pass their cost-savings onto their customers. SB 649 creates billions of dollars of value for wireless industry shareholders by eliminating fair market rate leases. Furthermore, rents from the use of public property, which every other for-profit business pays, help pay for essential public services, such as police, fire, libraries, and parks. SB 649 sets a dangerous precedent for other private industries to seek similar treatment to benefit their shareholders over constituent funded infrastructure, further eroding the ability to fund vital local services.

The term “small cell” is not defined in this bill by any technology standard, but instead by the size of the equipment. As long as the facility delivers “licensed and/or unlicensed spectrum” and falls within the loose size standards in the bill, it is a “small cell”. In other words, these wireless sites could be used for 4G technology that is already being deployed today, or to deliver Wi-Fi signals only, or for even more basic radio signals. The standards for 5G are still being developed and the technology is still years away from being deployed. Despite the industry’s most consistent talking point, this bill never even mentions 5G (nor any service) much less imposes any requirement, duty, or incentive to the industry to accelerate the deployment of this new technology.

In addition to all these reasons why SB 649 is against the public interest, SB 649 also creates an arbitrary distinction between “small cells” and “micro wireless facilities” that violates federal law. States and municipalities are prohibited by federal law from discriminating among telecommunications service providers’ access to the public rights-of-way. See 47 U.S.C. § 253. By completely exempting “micro wireless facilities” typically deployed by cable operators from all permits and fees, SB 649 would result in state-sanctioned discrimination among similarly situated service providers in violation of the federal Telecommunications Act of 1996.

The League, accompanied by over 300 cities formally opposed and more than 250 city officials that participated at our September 15th press rally on the capitol steps, respectfully requests your veto of SB 649. If you have any questions regarding the League’s position on this bill, please do not hesitate to contact me at (916) 658-8283.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Berdugo", with a stylized, cursive script.

Rony Berdugo
Legislative Representative

Cc: California State Senator, Ben Hueso
Camille Wagner, Legislative Affairs Secretary, Office of Governor Brown
Tom Dyer, Deputy Legislative Affairs Secretary, Office of Governor Brown

Senate Bill No. 649

Passed the Senate September 14, 2017

Secretary of the Senate

Passed the Assembly September 13, 2017

Chief Clerk of the Assembly

This bill was received by the Governor this _____ day
of _____, 2017, at _____ o'clock ____M.

Private Secretary of the Governor

CHAPTER _____

An act to add Sections 65964.2 and 65964.5 to the Government Code, relating to telecommunications.

LEGISLATIVE COUNSEL'S DIGEST

SB 649, Hueso. Wireless telecommunications facilities.

(1) Existing federal law prohibits a state or local statute, regulation, or legal requirement from prohibiting an interstate or intrastate telecommunications service, but recognizes the ability of a state to impose, on a competitively neutral basis, requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers. If the Federal Communications Commission (FCC) determines that this prohibition has been violated, existing federal law requires the FCC to preempt the enforcement of the offending statute, regulation, or legal requirement to the extent necessary to correct the violation. Existing federal law additionally recognizes the authority of a state or local government to manage public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for the use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by that government. Existing federal law provides that no state or local government has the authority to regulate the entry of, or the rates charged by, a commercial mobile service, but permits a state to regulate the other terms and conditions of commercial mobile services.

Under existing law, the placement or installation of certain wireless facilities, including antennas and related equipment, on or immediately adjacent to a wireless telecommunications facility, as specified, is a permitted use not subject to a city or county discretionary permit, but certain other wireless telecommunications facilities are subject to city or county discretionary permitting and are required to comply with specified criteria.

This bill would provide that a small cell, as defined, is a permitted use, subject only to a specified permitting process

adopted by a city or county, if the small cell meets specified requirements. By imposing new duties on local agencies, this bill would impose a state-mandated local program. The bill would authorize a city or county to require an encroachment permit or a building permit, and any additional ministerial permits, for a small cell, as specified. The bill would authorize a city or county to charge 3 types of fees relating to these small cells: an annual charge for each small cell attached to city or county vertical infrastructure, an annual attachment rate, and a one-time reimbursement fee. The bill would require the city or county to comply with notice and hearing requirements before imposing the annual attachment rate. The bill would require an action or proceeding to challenge a fee imposed under the provisions of this bill to be commenced within 120 days of the effective date of the ordinance or resolution. This bill would require each wireless service provider, on or before July 1, 2019, and again on or before December 31, 2020, to submit a report to the Legislature specifying the number of, and geographical location by ZIP Code of, the small cells that the wireless service provider has commenced operating within the state during the 18 months preceding the date of each report.

(2) Existing law requires a local publicly owned electric utility, as defined, to make available appropriate space and capacity on and in certain utility poles and related structures. Existing law requires fees adopted to cover the costs to provide this use, and the terms and conditions of access, to meet specified requirements, and specifies the manner in which these fees and terms and conditions of access may be challenged.

This bill would provide that it does not authorize or impose an obligation to charge a different use fee on a local publicly owned electric utility, and does not change or remove any obligation by the owner or operator of a small cell to comply with a local publicly owned electric utility's reasonable and feasible safety, reliability, and engineering policies.

(3) The Digital Infrastructure and Video Competition Act of 2006 establishes a procedure for the issuance of state franchises for the provision of video service and cable service and designates the Public Utilities Commission as the sole franchising authority for a state franchise under the act. The act requires the holder of a state franchise to pay franchise fees, as specified. The act prescribes the extent of the obligation of a holder of a state

franchise to provide public, educational, and governmental access (PEG) channels, but authorizes a local entity, as defined, to establish a fee to support the costs of PEG channel facilities, in the amount of 1% of gross revenues, or more in specified circumstances.

This bill would prohibit a city or county from requiring a provider of video or cable service to obtain any additional authorization or permit not described above to provide any communications services that are provided by a provider that holds a franchise pursuant to the act. The bill would prohibit a city or county from requiring the provider of video or cable service to pay any tax, fee, assessment, or other charge not authorized by the act, this bill, or other state laws.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares that, to ensure that communities across the state have access to the most advanced communications technologies and the transformative solutions that robust wireless and wireline connectivity enables, such as Smart Communities and the Internet of Things, California should work in coordination with federal, state, and local officials to create a statewide framework for the deployment of advanced wireless communications infrastructure in California that does all of the following:

(1) Reaffirms local governments' historic role and authority with respect to communications infrastructure siting and construction generally.

(2) Reaffirms that deployment of telecommunications facilities in public rights-of-way is a matter of statewide concern, subject to a statewide franchise, and that expeditious deployment of telecommunications networks generally is a matter of both statewide and national concern.

(3) Recognizes that the impact on local interests from individual small cells will be sufficiently minor and that such deployments should be a permitted use statewide and should be subject only to encroachment or building permits, or their functioning equivalents, while requiring providers to comply with all applicable federal, state, and local health and safety regulations, including the federal Americans with Disabilities Act of 1990 and the California Public Utilities Commission's General Order 95.

(4) Makes small cell installations on vertical infrastructure, and on property outside a public right-of-way, subject to feasible design and collocation standards, including reasonable and objective specifications regarding the appearance and location of the small cell installation.

(5) Grants providers access to locally owned vertical infrastructure located within public rights-of-way under reasonable terms and conditions.

(6) Grants providers nondiscriminatory access to property owned or controlled by a local jurisdiction that is not in a public right-of-way and is already being used for comparable purposes under similar terms and conditions.

(7) Provides for full recovery by local governments of the costs of attaching communications facilities to utility poles, streetlights, and other suitable host infrastructure in a manner that is consistent with existing federal and state laws governing utility pole attachments generally, and of an additional charge of up to two hundred fifty dollars (\$250) for small cell attachments to vertical infrastructure owned or controlled by a city or county.

(8) Permits local governments to charge permit fees that are fair, reasonable, nondiscriminatory, and cost based.

(9) Preserves existing agreements between wireless service providers and local governments for the leasing or licensing of vertical infrastructure for small cell attachments.

(10) Advances technological and competitive neutrality while not adding new requirements on competing providers that do not exist today.

(11) Limits the creation or erection of unreasonable requirements for access to public rights-of-way by communications providers, including excessive delays in negotiations and approvals for communications facilities.

(b) The Legislature further finds and declares that wireless service providers deploy small cells to areas based on demand for services regardless of the income characteristics of the areas, that this act will complement efforts to close the digital divide by creating a framework that will incentivize private industry to invest or accelerate investment in the deployment of small cells, and that this act will complement current state and federal government efforts to subsidize the deployment of broadband, including all of the following:

(1) The Federal Communications Commission's Mobility Fund II Program, a program to help expand mobile coverage across rural America and tribal lands by providing \$4.5 billion in subsidies within the next 10 years.

(2) The Connect America Fund, a Federal Communications Commission program that expands access to voice and broadband services to unserved locations across the country.

(3) The California Advanced Services Fund, a program promoting, on a technologically neutral basis, the deployment of broadband infrastructure to unserved and underserved areas with a goal of providing broadband access to 98 percent of Californian households.

SEC. 2. Section 65964.2 is added to the Government Code, to read:

65964.2. (a) A small cell shall be a permitted use subject only to a permitting process adopted by a city or county pursuant to subdivision (b) if it satisfies the following requirements:

(1) The small cell is located in a public right-of-way in any zone or in any zone that includes a commercial or industrial use.

(2) The small cell complies with all applicable federal, state, and local health and safety regulations, including the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).

(3) The small cell is not located on a fire department facility.

(b) (1) A city or county may require that a small cell be approved pursuant to a building permit or its functional equivalent in connection with placement outside of public rights-of-way or an encroachment permit or its functional equivalent issued consistent with Sections 7901 and 7901.1 of the Public Utilities Code for placement in public rights-of-way, and any additional

ministerial permits, provided that all permits are issued within the timeframes required by state and federal law.

(2) Permits issued pursuant to this subdivision may be subject to the following:

(A) The same permit requirements as for similar construction projects and applied in a nondiscriminatory manner.

(B) A requirement to submit additional information showing that the small cell complies with the Federal Communications Commission's regulations concerning radio frequency emissions referenced in Section 332(c)(7)(B)(iv) of Title 47 of the United States Code.

(C) A condition that the applicable permit may be rescinded if construction is not substantially commenced within one year. Absent a showing of good cause, an applicant under this section may not renew the permit or resubmit an application to develop a small cell at the same location within six months of rescission.

(D) A condition that small cells no longer used to provide service shall be removed at no cost to the city or county.

(E) Compliance with building codes, including building code structural requirements.

(F) A condition that the applicant pay all electricity costs associated with the operation of the small cell.

(G) A condition requiring compliance with feasible design and collocation standards on a small cell to be installed on property not in public rights-of-way.

(H) A condition to indemnify a city, county, or city and county, against claims brought by third parties against the city, county, or city and county, associated with the installation of a small cell.

(3) Permits issued pursuant to this subdivision shall not be subject to any of the following conditions:

(A) Requirements to provide additional services, directly or indirectly, including, but not limited to, in-kind contributions from the applicant such as reserving fiber, conduit, or pole space.

(B) The submission of any additional information other than that required of similar construction projects, except as specifically provided in this section.

(C) Limitations on routine maintenance or the replacement of small cells with small cells that are substantially similar, the same size or smaller.

(4) A city or county shall not impose permitting requirements or fees on the installation, placement, maintenance, or replacement of micro wireless facilities that are suspended, whether embedded or attached, on communication cables strung between utility poles in compliance with state safety codes.

(c) A city or county shall not preclude the leasing or licensing of its vertical infrastructure located in public rights-of-way or public utility easements under the terms set forth in this subdivision. Vertical infrastructure shall be made available for the placement of small cells under fair and reasonable fees, subject to the requirements in subdivision (d), terms, and conditions, which may include feasible design and collocation standards. A city or county may reserve capacity on vertical infrastructure if the city or county adopts a resolution finding, based on substantial evidence in the record, that the capacity is needed for projected city or county uses.

(d) (1) A city or county may charge the following fees:

(A) An annual charge not to exceed two hundred fifty dollars (\$250) for each small cell attached to city or county vertical infrastructure.

(B) An annual attachment rate that does not exceed an amount resulting from the following requirements:

(i) The city or county shall calculate the rate by multiplying the percentage of the total usable space that would be occupied by the attachment by the annual costs of ownership of the vertical infrastructure and its anchor, if any.

(ii) The city or county shall not levy a rate that exceeds the estimated amount required to provide use of the vertical infrastructure for which the annual recurring rate is levied. If the rate creates revenues in excess of actual costs, the city or county shall use those revenues to reduce the rate.

(iii) For purposes of this subparagraph:

(I) “Annual costs of ownership” means the annual capital costs and annual operating costs of the vertical infrastructure, which shall be the average costs of all similar vertical infrastructure owned or controlled by the city or county. The basis for the computation of annual capital costs shall be historical capital costs less depreciation. The accounting upon which the historical capital costs are determined shall include a credit for all reimbursed capital costs. Depreciation shall be based upon the average service life of

the vertical infrastructure. Annual cost of ownership does not include costs for any property not necessary for use by the small cell.

(II) “Usable space” means the space above the minimum grade that can be used for the attachment of antennas and associated ancillary equipment.

(C) A one-time reimbursement fee for actual costs incurred by the city or county for rearrangements performed at the request of the small cell provider.

(2) A city or county shall comply with the following before adopting or increasing the rate described in subparagraph (B) of paragraph (1):

(A) At least 14 days before the hearing described in subparagraph (C), the city or county shall provide notice of the time and place of the meeting, including a general explanation of the matter to be considered.

(B) At least 10 days before the hearing described in subparagraph (C), the city or county shall make available to the public data indicating the cost, or estimated cost, to make vertical structures available for use under this section if the city or county adopts or increases the proposed rate.

(C) The city or county shall, as a part of a regularly scheduled public meeting, hold at least one open and public hearing at which time the city or county shall permit the public to make oral or written presentations relating to the rate. The city or county shall include a description of the rate in the notice and agenda of the public meeting in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

(D) The city or county may approve the ordinance or resolution to adopt or increase the rate at a regularly scheduled open meeting that occurs at least 30 days after the initial public meeting described in subparagraph (C).

(3) A judicial action or proceeding to attack, review, set aside, void, or annul an ordinance or resolution adopting, or increasing, a fee described in this subdivision, shall be commenced within 120 days of the effective date of the ordinance or resolution adopting or increasing the fee. A city or county or interested person shall bring an action described in this paragraph pursuant to

Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure in a court of competent jurisdiction.

(4) This subdivision does not prohibit a wireless service provider and a city or county from mutually agreeing to a rate, charge, term, or condition that is different from that established pursuant to the procedures in this subdivision, provided that either party may withdraw from negotiations seeking such an agreement by written notice.

(e) A city or county shall not discriminate against the deployment of a small cell on property owned by the city or county and shall make space available on property not located in public rights-of-way under terms and conditions that are no less favorable than the terms and conditions under which the space is made available for comparable commercial projects or uses. These installations shall be subject to reasonable and nondiscriminatory rates, terms, and conditions, which may include feasible design and collocation standards.

(f) This section does not alter, modify, or amend any franchise or franchise requirements under state or federal law, including Section 65964.5.

(g) For purposes of this section, the following terms have the following meanings:

(1) “Feasible design and collocation standards” means reasonable and objective specifications concerning the physical structure, construction, location, and appearance of a small cell, provided that those specifications facilitate the installation of the small cell and may be waived by the city or county on a nondiscriminatory basis.

(2) “Micro wireless facility” means a small cell that is no larger than 24 inches in length, 15 inches in width, 12 inches in height, and that has an exterior antenna, if any, no longer than 11 inches.

(3) (A) “Small cell” means a wireless telecommunications facility, as defined in paragraph (2) of subdivision (d) of Section 65850.6, or a wireless facility that uses licensed or unlicensed spectrum and that meets the following qualifications:

(i) The small cell antennas on the structure, excluding the associated equipment, total no more than six cubic feet in volume, whether an array or separate.

(ii) Any individual piece of associated equipment on pole structures does not exceed nine cubic feet.

(iii) The cumulative total of associated equipment on pole structures does not exceed 21 cubic feet.

(iv) The cumulative total of any ground-mounted equipment along with the associated equipment on any pole or nonpole structure does not exceed 35 cubic feet.

(v) The following types of associated ancillary equipment are not included in the calculation of equipment volume:

(I) Electric meters and any required pedestal.

(II) Concealment elements.

(III) Any telecommunications demarcation box.

(IV) Grounding equipment.

(V) Power transfer switch.

(VI) Cutoff switch.

(VII) Vertical cable runs for the connection of power and other services.

(VIII) Equipment concealed within an existing building or structure.

(B) “Small cell” includes a micro wireless facility.

(C) “Small cell” does not include the following:

(i) A wireline backhaul facility, which is defined to mean a facility used for the transport of communications data by wire from wireless facilities to a network.

(ii) Coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna or collocation.

(iii) Wireless facilities placed in any historic district listed in the National Park Service Certified State or Local Historic Districts or in any historical district listed on the California Register of Historical Resources or placed in coastal zones subject to the jurisdiction of the California Coastal Commission.

(iv) The underlying vertical infrastructure.

(4) (A) “Vertical infrastructure” means all poles or similar facilities owned or controlled by a city or county that are in public rights-of-way or public utility easements and meant for, or used in whole or in part for, communications service, electric service, lighting, traffic control, or similar functions.

(B) For purposes of this paragraph, facilities are “controlled” by a city or county if the city or county has the right to allow subleases or sublicensing. A city or county may impose feasible design or collocation standards for small cells placed on vertical

infrastructure, including the placement of associated equipment on the vertical infrastructure or the ground.

(5) “Wireless service provider” means a provider of “commercial mobile radio service” or “commercial mobile data service,” as those terms are defined in Section 20.3 of Title 47 of the Code of Federal Regulations, using spectrum radio frequencies licensed to it by the Federal Communications Commission or any successor agency.

(h) Existing agreements with a wireless provider or its agent regarding the leasing or licensing of vertical infrastructure entered into before the operative date of this section remain in effect, subject to applicable termination provisions. The operator of a small cell may accept the rates of this section for small cells that are the subject of an application submitted after the agreement is terminated pursuant to the terms of the agreement.

(i) Nothing in this section shall be construed to authorize or impose an obligation to charge a use fee different than that authorized by Part 2 (commencing with Section 9510) of Division 4.8 of the Public Utilities Code on a local publicly owned electric utility.

(j) This section does not change or remove any obligation by the owner or operator of a small cell to comply with a local publicly owned electric utility’s reasonable and feasible safety, reliability, and engineering policies.

(k) A city or county shall consult with the utility director of a local publicly owned electric utility when adopting an ordinance or establishing permitting processes consistent with this section that impact the local publicly owned electric utility.

(l) This section shall not be construed to modify the rules and compensation structure that have been adopted for an attachment to a utility pole owned by an electrical corporation or telephone corporation, as those terms are defined in Section 216 of the Public Utilities Code pursuant to state and federal law, including, but not limited to, decisions of the Public Utilities Commission adopting rules and a compensation structure for an attachment to a utility pole owned by an electrical corporation or telephone corporation, as those terms are defined in Section 216 of the Public Utilities Code.

(m) This section shall not be construed to modify any applicable rules adopted by the Public Utilities Commission, including

General Order 95 requirements, regarding the attachment of wireless facilities to a utility pole owned by an electrical corporation or telephone corporation, as those terms are defined in Section 216 of the Public Utilities Code, and shall not preclude a city or county from exercising authority granted to a local government to enforce state safety regulations.

(n) The Legislature finds and declares that small cells, as defined in this section, have a significant economic impact in California and are not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution, but are a matter of statewide concern.

(o) On or before July 1, 2019, and again on or before December 31, 2020, each wireless service provider shall submit a report to the Legislature specifying the number of, and geographical location by ZIP Code of, the small cells that the wireless service provider has commenced operating within the state during the 18 months preceding the date of each report. In order to protect competitively sensitive information, the wireless service provider may aggregate and submit that information through a third party.

SEC. 3. Section 65964.5 is added to the Government Code, to read:

65964.5. Except as provided in Sections 65964, 65964.2, and 65850.6, or as specifically required by state law, a city or county may not require a provider of video or cable service to obtain any additional authorization or permit to provide any communications services that are provided by a provider that holds a franchise pursuant to the Digital Infrastructure and Video Competition Act of 2006 (Division 2.5 (commencing with Section 5800) of the Public Utilities Code), nor may a city or county require such a provider of video or cable service to pay any tax, fee, assessment, or other charge not authorized by the Digital Infrastructure and Video Competition Act of 2006.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

Approved _____, 2017

Governor



CITY COUNCIL AGENDA – OCTOBER 3, 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 September 19, 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 its 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

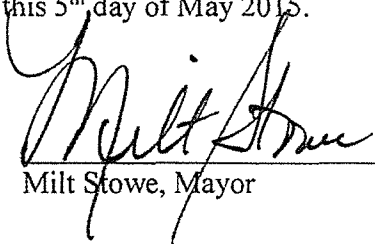
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

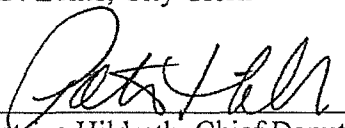
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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. Burrell Avenue
Visalia, CA 93291

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

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

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

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

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

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

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

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. [Signature] for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

-  East Porterville Project Boundary
 Parcels Within Project Boundary Area (1,776)
 CityLimits
 UDB

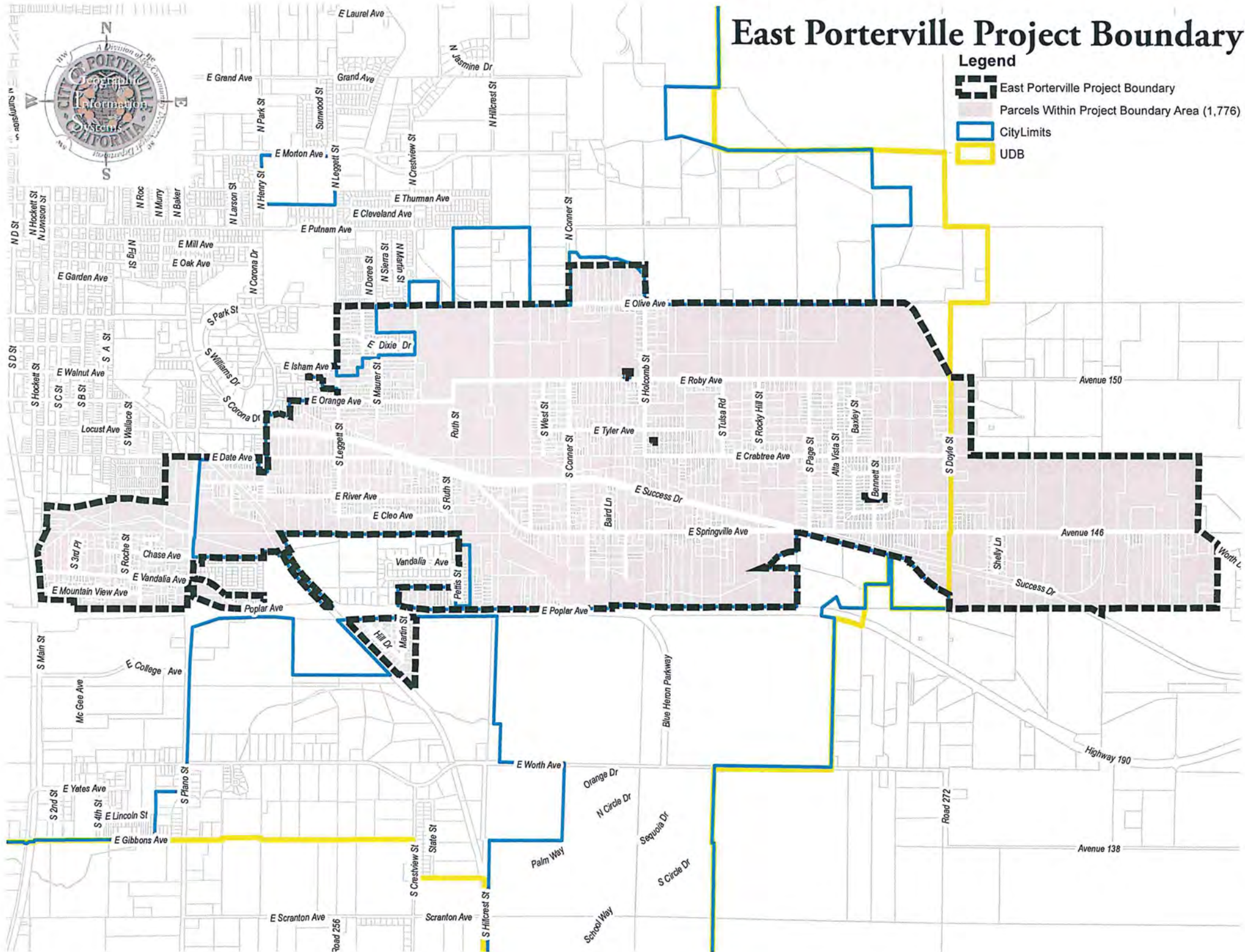


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

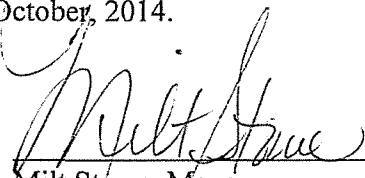
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

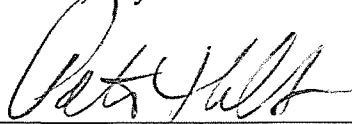
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

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



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

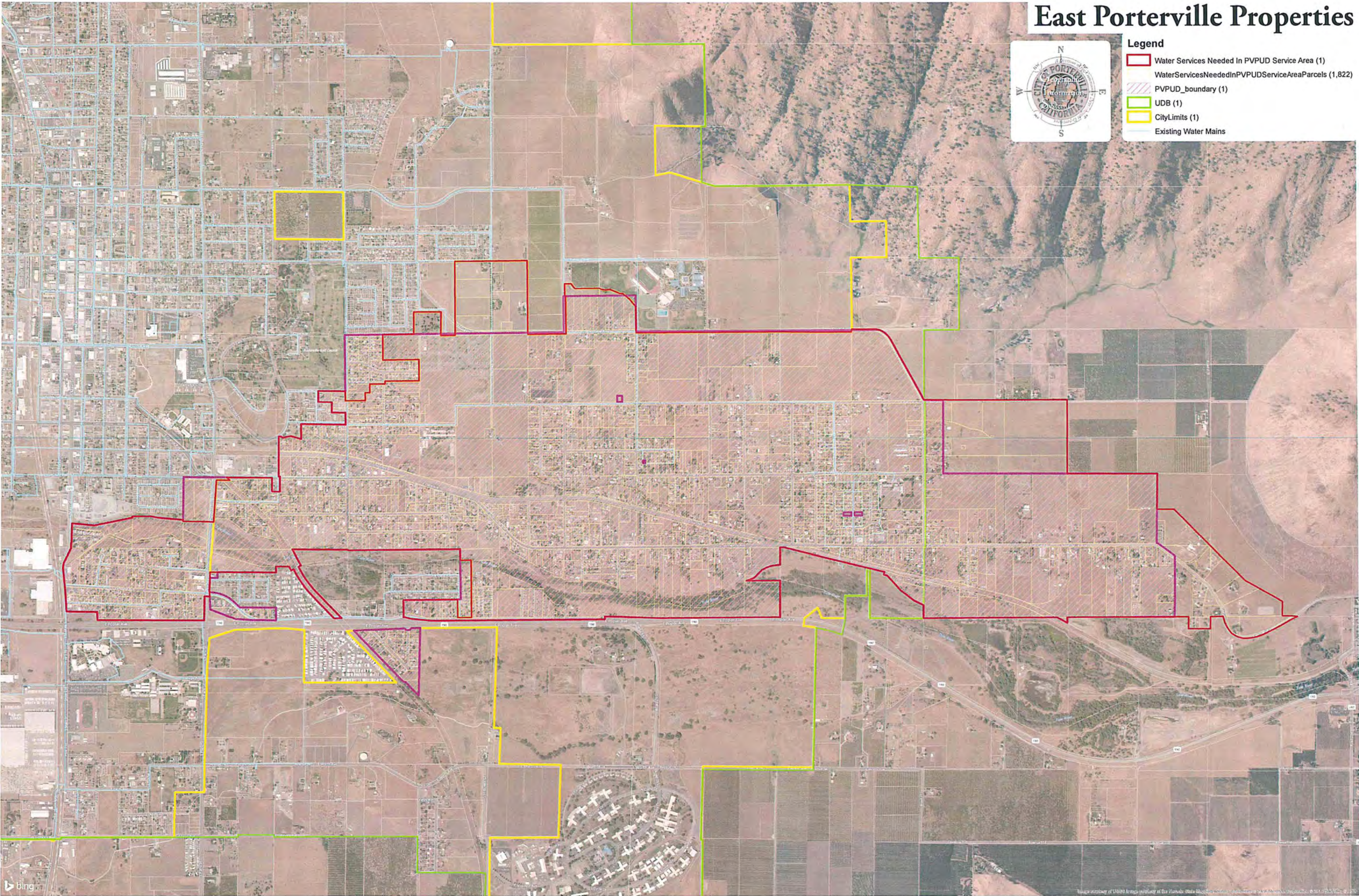
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

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

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

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

East Porterville Properties



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

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

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

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

JOHN D. LOLLIS, City Clerk

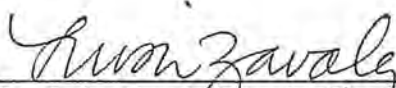

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare

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



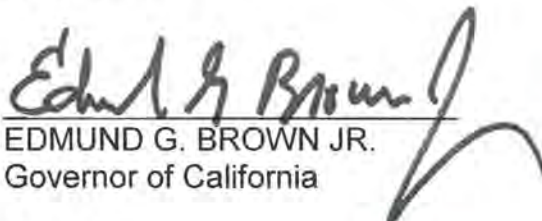
shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing 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.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

